



Monthly Investment Report

01/05/2020 to 31/05/2020

Portfolio Valuation as at 31/05/2020

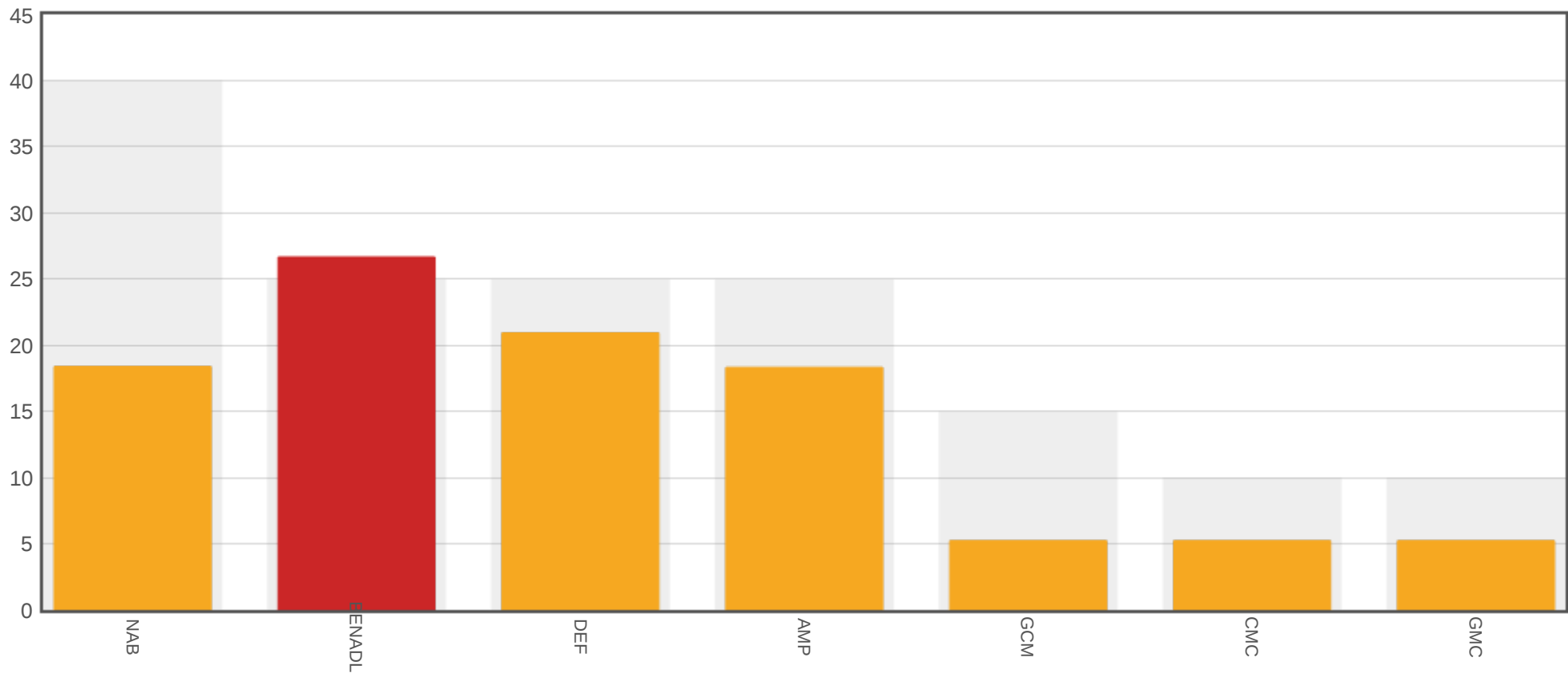
Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Value	Accrued	Accrued MTD
AMP Bank	A-2	TD	GENERAL	At Maturity	04/12/2019	03/06/2020	1.9000	2,000,000.00	18,739.73	3,227.40
Defence Bank	A-2	TD	GENERAL	At Maturity	30/06/2019	29/06/2020	2.0500	2,000,000.00	37,854.79	3,482.19
Defence Bank	A-2	TD	GENERAL	At Maturity	30/08/2019	31/08/2020	1.7000	2,000,000.00	25,709.59	2,887.67
Central Murray Credit Union	Unrated	TD	GENERAL	At Maturity	31/08/2019	31/08/2020	1.8500	2,000,000.00	27,876.71	3,142.47
Bendigo and Adelaide	A-2	TD	GENERAL	At Maturity	13/09/2019	11/09/2020	1.4500	2,000,000.00	20,816.44	2,463.01
Bendigo and Adelaide	A-2	TD	GENERAL	At Maturity	26/09/2019	25/09/2020	1.6000	2,000,000.00	21,830.14	2,717.81
AMP Bank	A-2	TD	GENERAL	At Maturity	17/10/2019	19/10/2020	1.6000	2,000,000.00	19,989.04	2,717.81
NAB	A-1+	TD	GENERAL	At Maturity	20/11/2019	19/11/2020	1.4500	2,000,000.00	15,413.70	2,463.01
AMP Bank	A-2	TD	GENERAL	At Maturity	26/05/2020	24/11/2020	1.6500	1,000,000.00	271.23	271.23
Defence Bank	A-2	TD	GENERAL	At Maturity	11/01/2020	11/01/2021	1.7000	2,000,000.00	13,227.40	2,887.67
AMP Bank	A-2	TD	GENERAL	At Maturity	23/03/2020	23/03/2021	1.7500	2,000,000.00	6,712.33	2,972.60
G&C Mutual Bank	A-3	TD	GENERAL	At Maturity	06/04/2020	06/04/2021	1.7000	2,000,000.00	5,216.44	2,887.67
Defence Bank	A-2	TD	GENERAL	At Maturity	04/04/2020	06/04/2021	1.6500	2,000,000.00	5,243.84	2,802.74
Goulburn Murray Credit Union	Unrated	TD	GENERAL	At Maturity	13/05/2020	13/05/2021	1.3000	2,000,000.00	1,353.42	1,353.42
NAB	A-1+	CASH	GENERAL	Monthly	31/05/2020	31/05/2020	0.0000	5,025,971.06	3,413.83	3,413.83
Bendigo and Adelaide	A-2	CASH	GENERAL	Monthly	31/05/2020	31/05/2020	0.0000	6,187,610.49	-	-
TOTALS								38,213,581.55	223,668.62	39,690.54

Counterparty Compliance as at 31/05/2020

Short Term Investments

Compliant	Bank Group	Term	Rating	Invested	Invested (%)	Limit (%)	Limit (\$)	Available
✓	NAB	Short	A-1+	7,025,971.06	18.39	40.00	-	8,259,461.56
✗	Bendigo and Adelaide	Short	A-2	10,187,610.49	26.66	25.00	-	-634,215.10
✓	Defence Bank	Short	A-2	8,000,000.00	20.93	25.00	-	1,553,395.39
✓	AMP Bank	Short	A-2	7,000,000.00	18.32	25.00	-	2,553,395.39
✓	G&C Mutual Bank	Short	A-3	2,000,000.00	5.23	15.00	-	3,732,037.23
✓	Central Murray Credit Union	Short	Unrated	2,000,000.00	5.23	10.00	-	1,821,358.16
✓	Goulburn Murray Credit Union	Short	Unrated	2,000,000.00	5.23	10.00	-	1,821,358.16
TOTALS				38,213,581.55	100.00			

Counterparty Compliance - Short Term Investments

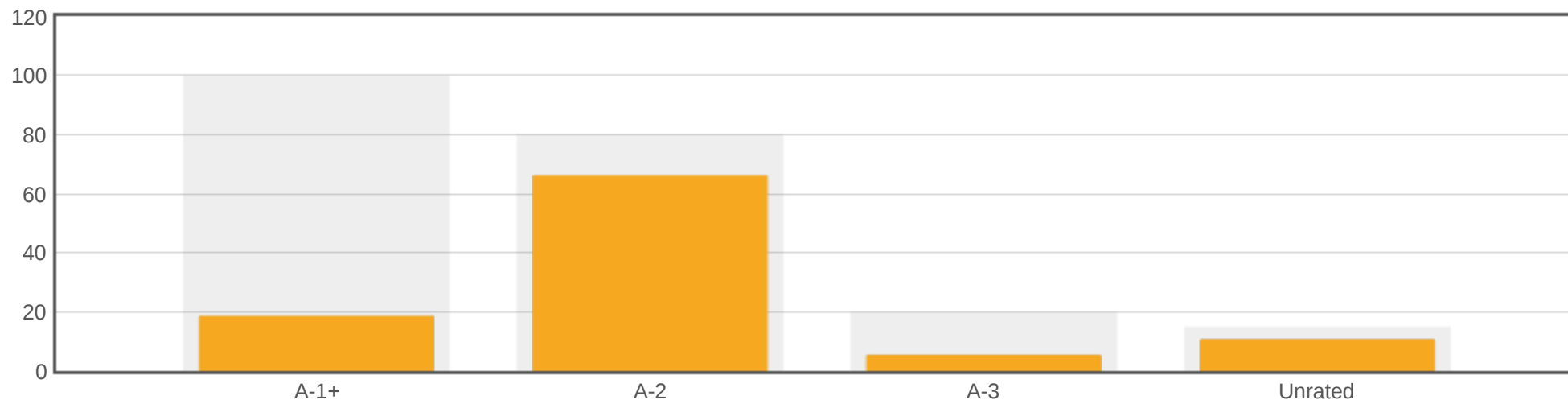


Credit Quality Compliance as at 31/05/2020

Short Term Investments

Compliant	Rating	Invested (\$)	Invested (%)	Limit (%)	Available
✓	A-1+	7,025,971.06	18.39	100.00	31,187,610.49
✓	A-2	25,187,610.49	65.91	80.00	5,383,254.75
✓	A-3	2,000,000.00	5.23	20.00	5,642,716.31
✓	Unrated	4,000,000.00	10.47	15.00	1,732,037.23
TOTALS		38,213,581.55	100.00		

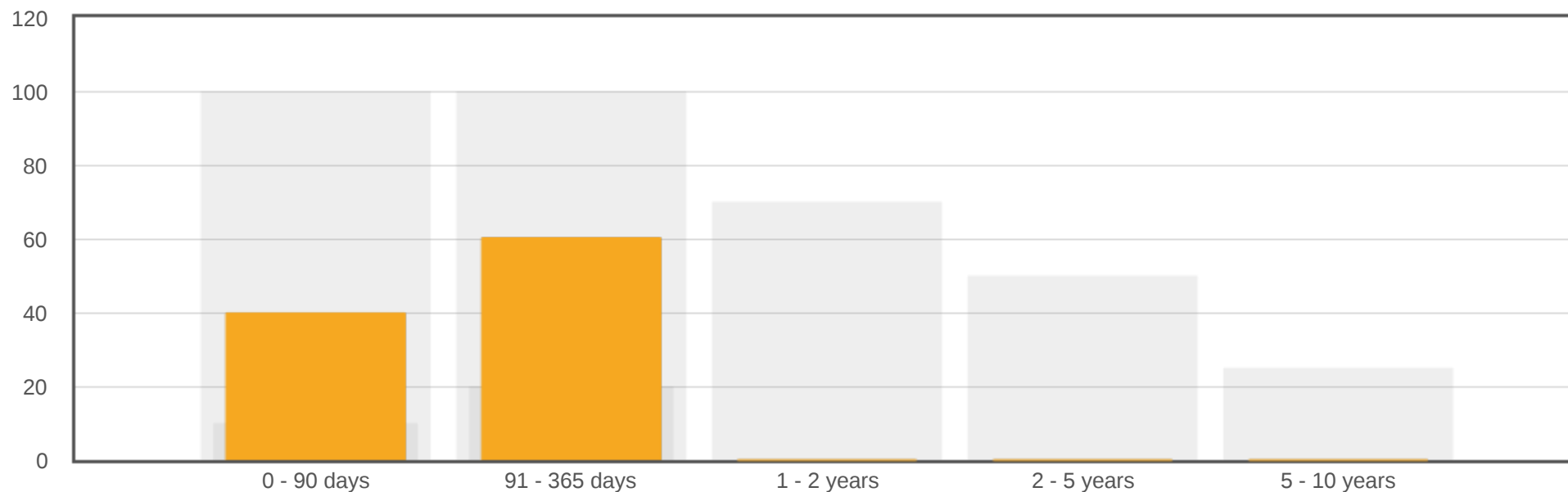
Credit Quality Compliance - Short Term Investments



Maturity Compliance as at 31/05/2020

Compliant	Term	Invested	Invested (%)	Min Limit (%)	Max Limit (%)	Available
✓	0 - 90 days	15,213,581.55	39.81	10.00	100.00	23,000,000.00
✓	91 - 365 days	23,000,000.00	60.19	20.00	100.00	15,213,581.55
✓	1 - 2 years	-	0.00	0.00	70.00	26,749,507.09
✓	2 - 5 years	-	0.00	0.00	50.00	19,106,790.78
✓	5 - 10 years	-	0.00	0.00	25.00	9,553,395.39
TOTALS		38,213,581.55	100.00			

Maturity Compliance



Portfolio Comparison

From: 30/04/2020 To: 31/05/2020

Issuer	Rating	Type	Rate	Purchase	Maturity	Interest	30/04/2020	31/05/2020	Difference
Goulburn Murray Credit Union	Unrated	TD	2.6500	14/05/2019	13/05/2020	At Maturity	2,000,000.00	-	-2,000,000.00
AMP Bank	A-2	TD	1.9000	27/11/2019	26/05/2020	At Maturity	1,000,000.00	-	-1,000,000.00
AMP Bank	A-2	TD	1.9000	04/12/2019	03/06/2020	At Maturity	2,000,000.00	2,000,000.00	-
Defence Bank	A-2	TD	2.0500	30/06/2019	29/06/2020	At Maturity	2,000,000.00	2,000,000.00	-
Central Murray Credit Union	Unrated	TD	1.8500	31/08/2019	31/08/2020	At Maturity	2,000,000.00	2,000,000.00	-
Defence Bank	A-2	TD	1.7000	30/08/2019	31/08/2020	At Maturity	2,000,000.00	2,000,000.00	-
Bendigo and Adelaide	A-2	TD	1.4500	13/09/2019	11/09/2020	At Maturity	2,000,000.00	2,000,000.00	-
Bendigo and Adelaide	A-2	TD	1.6000	26/09/2019	25/09/2020	At Maturity	2,000,000.00	2,000,000.00	-
AMP Bank	A-2	TD	1.6000	17/10/2019	19/10/2020	At Maturity	2,000,000.00	2,000,000.00	-
NAB	A-1+	TD	1.4500	20/11/2019	19/11/2020	At Maturity	2,000,000.00	2,000,000.00	-
AMP Bank	A-2	TD	1.6500	26/05/2020	24/11/2020	At Maturity	-	1,000,000.00	1,000,000.00
Defence Bank	A-2	TD	1.7000	11/01/2020	11/01/2021	At Maturity	2,000,000.00	2,000,000.00	-
AMP Bank	A-2	TD	1.7500	23/03/2020	23/03/2021	At Maturity	2,000,000.00	2,000,000.00	-
G&C Mutual Bank	A-3	TD	1.7000	06/04/2020	06/04/2021	At Maturity	2,000,000.00	2,000,000.00	-
Defence Bank	A-2	TD	1.6500	04/04/2020	06/04/2021	At Maturity	2,000,000.00	2,000,000.00	-
Goulburn Murray Credit Union	Unrated	TD	1.3000	13/05/2020	13/05/2021	At Maturity	-	2,000,000.00	2,000,000.00
Bendigo and Adelaide	A-2	CASH	0.0000	30/04/2020	30/04/2020	Monthly	3,441,615.43	6,187,610.49	2,745,995.06

Issuer	Rating	Type	Rate	Purchase	Maturity	Interest	30/04/2020	31/05/2020	Difference
NAB	A-1+	CASH	1.0000	30/04/2020	30/04/2020	Monthly	4,450,164.85	5,025,971.06	575,806.21
TOTALS							34,891,780.28	38,213,581.55	3,321,801.27

Trades in Period

From: 01/05/2020 To: 31/05/2020

New Trades

Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Value	Ref
Goulburn Murray Credit Union	Unrated	TD	GENERAL	At Maturity	13/05/2020	13/05/2021	1.3000	2,000,000.00	TD 124/16
AMP Bank	A-2	TD	GENERAL	At Maturity	26/05/2020	24/11/2020	1.6500	1,000,000.00	133/17
TOTALS								3,000,000.00	

Sell Trades

Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Sell	Rate	Value	Ref
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No entries for this item

Matured Trades

Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Value	Ref
Goulburn Murray Credit Union	Unrated	TD	GENERAL	At Maturity	14/05/2019	13/05/2020	2.6500	2,000,000.00	
AMP Bank	A-2	TD	GENERAL	At Maturity	27/11/2019	26/05/2020	1.9000	1,000,000.00	
TOTALS								3,000,000.00	

Interest Received in Period

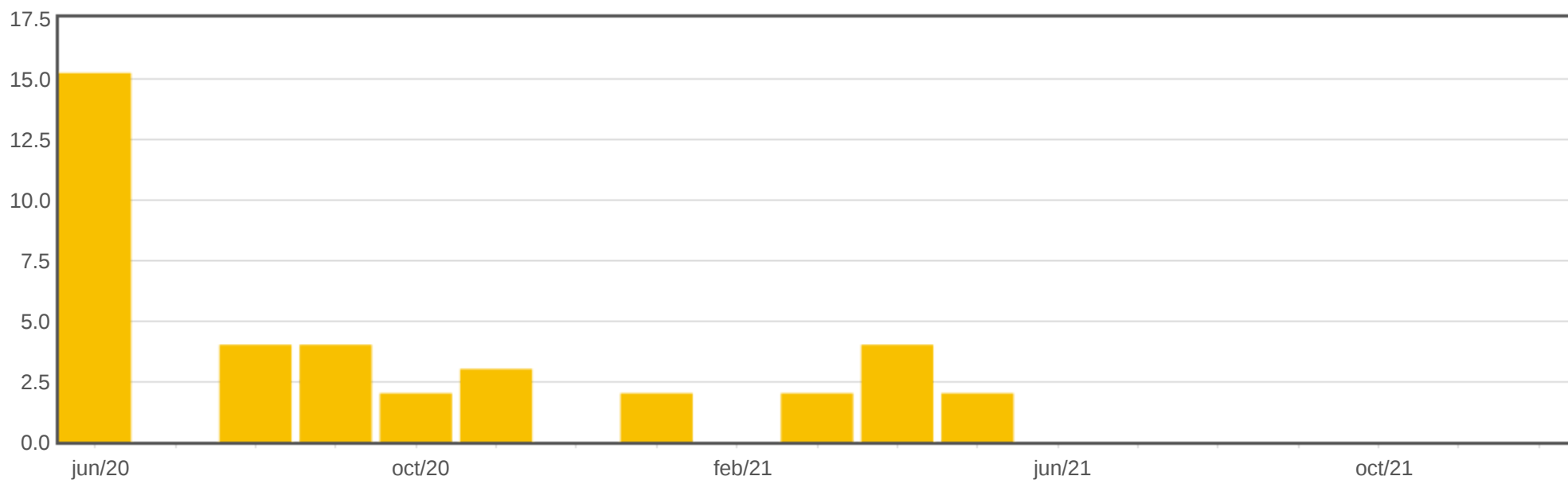
From: 01/05/2020 To: 31/05/2020

Periodic Interest

Issuer	Rating	Type	Alloc	Frequency	Value	Purchase	Maturity	Coupon Date	Type	Rate	Received
Goulburn Murray Credit Union	Unrated	TD	GENERAL	At Maturity	2,000,000.00	14/05/2019	13/05/2020	13/05/2020	Maturity	2.6500	53,000.00
AMP Bank	A-2	TD	GENERAL	At Maturity	1,000,000.00	27/11/2019	26/05/2020	26/05/2020	Maturity	1.9000	9,421.92
TOTALS					3,000,000.00						62,421.92

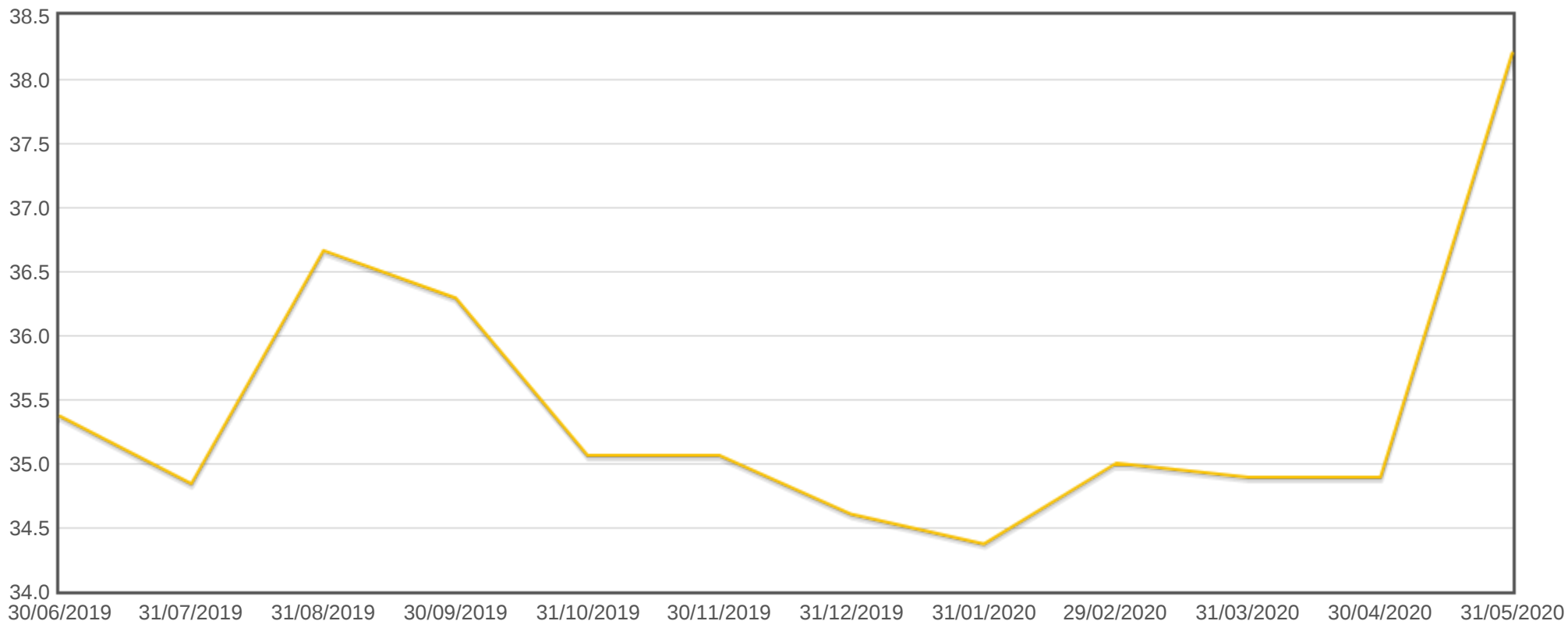
Maturity Cashflow as at 31/05/2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2020	-	-	-	-	-	15,213,581	-	4,000,000	4,000,000	2,000,000	3,000,000	-	28,213,581.55
2021	2,000,000	-	2,000,000	4,000,000	2,000,000	-	-	-	-	-	-	-	10,000,000.00
TOTALS													38,213,581.55



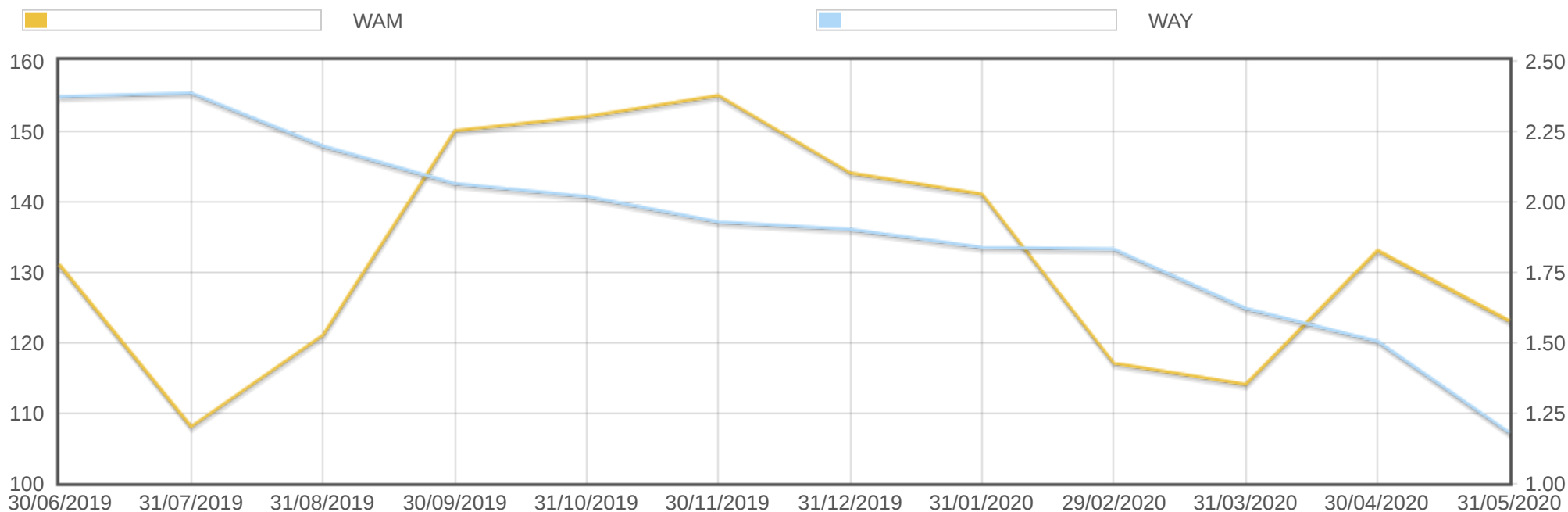
Historical Portfolio Balances (in MM) as at 31/05/2020

30/06/2019	31/07/2019	31/08/2019	30/09/2019	31/10/2019	30/11/2019	31/12/2019	31/01/2020	29/02/2020	31/03/2020	30/04/2020	31/05/2020
35.37	34.84	36.66	36.29	35.06	35.06	34.60	34.37	35.00	34.89	34.89	38.21



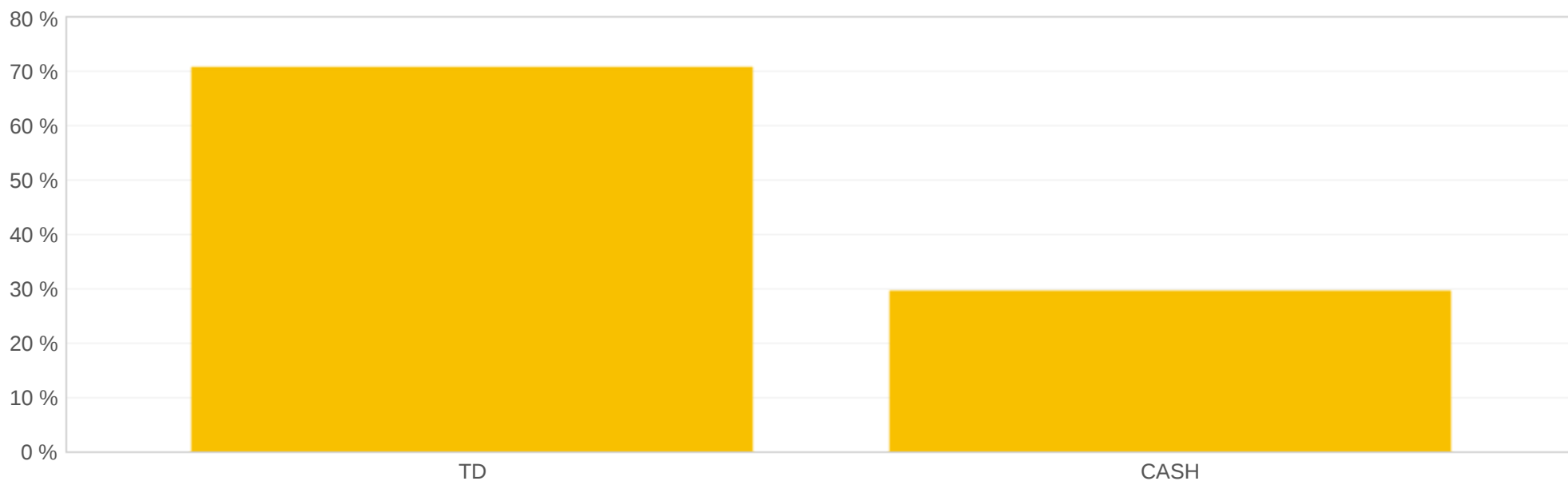
Historical Ratios as at 31/05/2020

	30/06/2019	31/07/2019	31/08/2019	30/09/2019	31/10/2019	30/11/2019	31/12/2019	31/01/2020	29/02/2020	31/03/2020	30/04/2020	31/05/2020
WAM	131	108	121	150	152	155	144	141	117	114	133	123
WAY	2.3707	2.3840	2.1959	2.0624	2.0165	1.9266	1.9006	1.8363	1.8303	1.6196	1.5032	1.1789



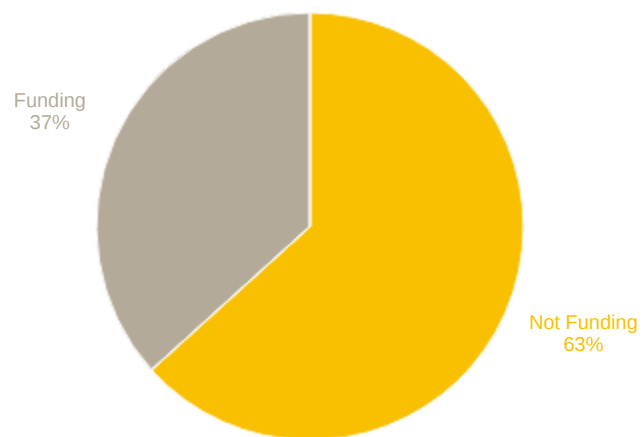
Asset Class as at 31/05/2020

Code	Number of Trades	Invested	Invested (%)
TD	14	27,000,000.00	70.66
CASH	2	11,213,581.55	29.34
TOTALS	16	38,213,581.55	100.0



ADIs funding fossil fuels as at 31/05/2020

	Number of Trades	Invested	Invested (%)
Not funding fossil fuels	10	24,187,610.49	63.3
Funding fossil fuels	6	14,025,971.06	36.7



Berrigan Shire Council Scholarships Report 2020.

2020 SCHOLARSHIPS REVIEW
SOCHA, MERRAN

INTRODUCTION

The Berrigan Shire Council has a number of programs that are aimed at furthering local education opportunities based on long term economic development outcomes for the LGA. The programs are run by various departments and include:

- Finley TAFE
- CSU Accommodation Scholarship
- The Bush Bursary
- FHS Youth Futures Expo
- Engineering Scholarship

The funds attached to each program vary greatly with the Bush Bursary and the FHS Youth Futures Expo both requiring substantial staff time from the Council as the lead agency in the program design and delivery. The Councils involvement in the CSU Accommodation Scholarship, the Bush Bursary and the FHS Youth Futures Expo all started around 2008 with the programs adapting over time to accommodate changes in each specific landscape.

The program with Finley TAFE is a more recent introduction and is aimed at helping local TAFE students who may be facing financial difficulty to purchase study material.

At the 2020 Corporate Workshop the Councillors participated in an initial presentation and discussion around the different programs. It was decided that the subject needed more in-depth investigation to determine if any of the desired outcomes of the various programs have been met.

This review will summarise the programs, investigate the return on investment and suggest opportunities and options for further improvement of the scholarship programs.

CHARLES STURT UNIVERSITY ACCOMMODATION SCHOLARSHIP

The CSU Accommodation Scholarship is valued at \$5000 and is offered to a Berrigan Shire resident student to cover on-campus accommodation for one year.

Initially the scholarship was only available at the Wagga Wagga Campus of CSU and was a program implemented by the campus to cover the costs of the housing program that they had embarked on. Students had to move out of the accommodation during holiday times which was a major disadvantage to the student who was required to return home or find other accommodation at the time when they were most likely to be able to find employment. The Council felt that the original was too prescriptive and moved to program for full time accommodation on any campus and yet there has fewer than 4 applications every year for the scholarship.

The CSU Accommodation Scholarship provides great assistance to one student every year, allowing them to study at a regional university rather than having to move to a major city. This scholarship is a generous one but has not provided the Council with any tangible outcomes either immediately or in the future, beyond a good news story in the local paper.

The application process is managed by CSU and the candidates are interviewed by a panel nominated by the Council. The Council recommends the preferred candidate to CSU who then finalises the process with the successful recipient. The scholarships availability is promoted heavily through the Council social media channels however the number of applications has remained consistently low (<3) and the quality of application has also been disappointing.

THE NSW RURAL DOCTORS NETWORK BUSH BURSARY

The recipient of the Bush Bursary is notionally a city medical student who visits a rural or regional location to get a feeling for a lifestyle in the country over a two week period during the Summer vacation following their first year of study. In the early days of this program the Council was focused on showing the student a good time with visits to the Clubs, sporting events and river activities. More recently the student has been scheduled to visit local hospitals, GP's and allied health practitioners as well as veterinary surgeons.

The premise of the Bush Bursary is that the experience encourages the student to live and work in our rural community on the completion of his/her studies. Statistics from a study undertaken by the Rural Doctors Network found 41% of scholarship holders spent their first and second post-graduate years (PGY) in a non-metropolitan hospital and 35% for PGY3. These figures equate to 140 combined years spent in the rural and regional medical workforce. One quarter of previous scholarship receipts were currently working in a rural or regional area when surveyed. The survey however did not indicate how many of the students were originally from rural or regional areas and our records indicate that 8 out of 11 Bush Bursary recipients who came to Berrigan Shire were originally from rural or regional areas and expressed a desire to return. The Council does not have any say over the student who is assigned to visit Berrigan Shire.

The Bush Bursary provides the recipient with a very broad experience of a rural work environment and the students have invariably been grateful for the effort of the Council staff in making the program diverse and interesting. The Council involvement in the Bush Bursary has not delivered any tangible return on investment, despite intensive resourcing, beyond good PR in the local paper and credit with the local medical and health institutions who are aware of the Councils engagement with the program.



FHS YOUTH FUTURES EXPO



The Finley High School Youth Futures Expo is a one-day event for student in Years 11 and 12. The Expo aims to highlight career options that exist in rural and regional communities through hands on activities, panel discussion sessions and keynote speakers.

The purpose is considered an economic development initiative as it aims to keep young people in the Shire or at least encourage them to return to the Shire once they are qualified. In the past six years' discussion panels have talked through local apprenticeships, the varied

opportunities in the health and aged care sector, emergency services, agriculture, veterinary and hospitality to name a few. This program has also tackled issues around student housing, finances and teamwork. The Youth Futures program offers FHS students an opportunity to experience, discuss and explore local employment and further education options that they are unlikely to connect with otherwise.

FINLEY TAFE

The Finley TAFE scholarship was introduced by the Mayor, Cr. Bernard Curtin in 2015 to assist disadvantaged students with the purchase of text books or other necessary learning material. The fund of 4 X \$250 annually was allocated by a panel of local TAFE leaders and teachers on a needs basis. The fund has not always been expended annually. TAFE courses offered at the Finley Campus include:

- Up to certificate 3 in Business Administration,
- Up to certificate 4 in IT Traineeships
- Up to certificate 3 in Aged Care

TAFE Courses for students who are receiving New Start are capped at \$250, however fees can be up to \$3000 for students who are not receiving any type of support payment. In comparison to University study these fees would appear reasonable. The Finley TAFE is an important institution within Finley and caters to local students and also students from surrounding LGA's specifically Edward River Council area and Murrumbidgee Council area. There are 17 TAFE Campuses in the Riverina with the closest ones to Finley being in Deniliquin and Corowa.

INTERNAL INTERNSHIP PROGRAM – ENGINEERING

The Council currently has an engineering internship activated. This program offers a tertiary student the opportunity to work in the Councils Technical Services division during semester breaks. This is a paid position and also offers the recipient funding for study material and an offer of employment once qualified. If the employment offer is taken up there is also assistance available for the payment of the HEC's debt. This program is not advertised and had a number of false starts before the current candidate who has proven to be a great success. The Council has previously offered 12 month traineeships in business administration or similar – a program that would appeal to students in a gap year. This program had varying degrees of success but has not been offered since 2017.

RECOMMENDATIONS

1. CLARIFY THE PURPOSE AND DOCUMENT RULES FOR REMAINING AND NEW PROGRAMS

Recommendation: That all programs have documented a clear set of rules and desired outcomes so that each program can be measured by agreed parameters. All programs are administered under the key program Youth Futures by Economic Development.

2. REMOVE TWO PROGRAMS

The CSU Accommodation Scholarship has failed to deliver an economic development outcome for the Berrigan Shire over the long term. This scholarship ultimately benefits one student/family each year and has rarely been awarded to assist a candidate who would otherwise be unable to study.

Recommendation: That the Council terminates its relationship with the CSU Accommodation Scholarship.

Budget implication: An annual saving of \$5K.

The Bush Bursary has failed to deliver an economic development outcome for the Berrigan Shire. The Council has participated in this program over an extended period of time with no direct result back into the LGA. Whilst participation in this program demonstrates the Council's preparedness to be a good corporate citizen it is felt that the value of the program was diluted in 2020 with two students participating for the same funding.

Recommendation: That the Council terminates its relationship with the Rural Doctors Network and the Bush Bursary.

Budget implication: An annual saving of \$3K

3. MAINTAIN (AND EXPAND IF THE OPPORTUNITY ARISES) THE FHS YOUTH FUTURES PROGRAM

The FHS Youth Futures program is considered an economic development initiative as it aims to keep young people in the Shire or encourage them to return to the Shire once they are qualified by showcasing the range of business and professional opportunities that exists here. In the past six years' discussion panels have talked through local apprenticeships, the vast opportunities in the health and aged care sector, emergency services, agriculture, veterinary and hospitality to name a few. This program has also tackled issues around student housing, finances and teamwork.

There is no documented evidence that the economic development outcome is achieved however feedback forms from the students would indicate that a vast percentage feel that a specific session has opened their eyes to opportunities they would otherwise not have considered and we are aware of many connections that have been made to local institutions and opportunities.

Recommendation: Maintain the Finley High School Youth Futures Program for Years 11 and 12.

Budget implication: Maintain annual allocation of \$6K.

Note: This amount has been rolled over from 19/20 budget to the 20/21 budget as it is likely that two Youth Futures events for years 11 and 12 will be held in the 20/21 financial year.

4. INTRODUCE FHS YOUTH FUTURES PROGRAM FOR YEAR 10

Up until 2015 the FHS Youth Futures Program included year 10 students. The debrief of the 2014 event concluded that the age groups were too diverse for the program to be able to cater to all who were participating, so in 2015 the Year 10 cohort missed out.

There is an opportunity for the Council to engage with the students in Year 10 by designing an industry/apprenticeship program for this year group. This proposal is supported by FHS.

Recommendation: That the Council liaises with FHS to develop and deliver an Industry based Youth Futures program for FHS Year 10 students in 2021.

Budget implication: New allocation required up to \$10K.- in the first year and \$6K annually after that.

5. FINLEY TAFE PROGRAM

The Finley TAFE courses are often the starting point for local people to enter or re-enter the workforce and there can sometimes be obstacles, disadvantage or hardship that stand in the way of satisfactory completion of the course and entry into employment. The current program is restrictive and could be more productively used if allocated to assist a student with identified barriers to course completion.

Recommendation: That the Council allocates \$2K per year to Finley TAFE to assist students who maybe experiencing financial difficulty in completing their study. The funding allocation would be available annually but would be allocated on a "as needs" basis and may not necessarily be expended every year.

Budget implication: A extra \$1k annually.

6. INTERNS AND TRAINEES

There are a number of opportunities that could be available for interns and/or trainees both internally and externally. The problem that was articulated most during the project research was the lack of a central point for those wanting a trainee or internship to connect with those offering one. As these programs are more likely to be opportunistic than a regular occurrence it is difficult to publicize their availability.

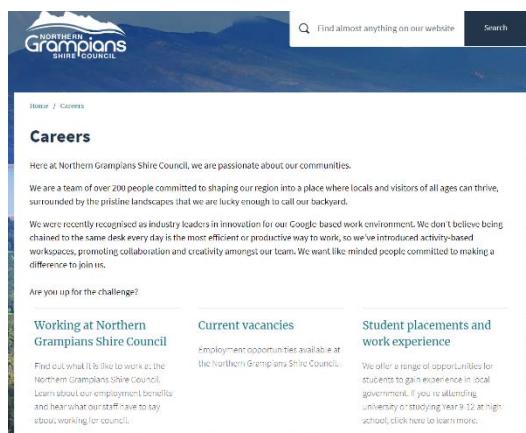
Internships for tertiary students will often be accessed by the institution which invariably will see the student remain in location of the University at which they are studying. If an easily accessible list of businesses that were interested in offering an internship was available in the local area, it is possible that students would see the option to return home as a positive one.

There are programs offered in Victorian LGA's where the Council website acts as a portal to connect likeminded parties' in this field. Students or businesses can use a form on the Council website to express interest and the Council acts as the liaison between the two. This is also used in some instances for students looking for work experience.

Recommendation: That the Council further researches and leads the development of a local intern/traineeship coordination

program.

Budget implications: Minimal beyond original set-up of \$2K. The ongoing cost would be around the time invested by the Council staff.



7. ENGAGE WITH TERTIARY GRADUATES

During the one on one consultation sessions the basic concept of the community connecting with tertiary graduates was strongly supported however describing a manifestation of the idea was tenuous and elusive.

To achieve an economic development outcome, the Council would encourage tertiary graduates to consider returning to the region as they seek employment. How this is done is still a matter of further research however the names and contact details of graduates should be available through the National Centre for Vocational Education Research or through the Longitudinal Surveys of Australian Youth reports.

Town and Gown parades are common in England where graduates parade through town prior to attending their formal graduation ceremony. This tradition is practiced at a number of Australian campuses including UTAS Launceston and CSU Wagga Wagga. A concept that is worth exploring would be a virtual Town and Gown event that would focus on graduation images supplied and shared by families of graduates.

Recommendation: Continue to research opportunities around engaging with tertiary graduates.





Capital Expenditure Review

Finley Saleyards - Rectification Works

Finley Saleyards Rectification – Capital Expenditure Review v0.1

June 2020



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1. Project Background

1.1. Introduction

The Finley Saleyards is a key piece of economic infrastructure for Finley and Berrigan Shire as a whole. The facility provides a venue for local livestock producers to sell their stock on an open market. The facility generates economic activity and local employment for stock and station agents, transport operators, drovers and other associated staff.

The Finley Saleyards is a commercial operation and the Council's interest in the saleyards has been on a commercial basis. The Council has not identified a Community Service Obligation (CSO) that would require or support a Council subsidy to the saleyards.

Having been made aware of safety concerns from users, the Council commissioned a report from Proway Systems in late 2018. The Council used this report to identify priority works at the sheep and cattle ramps to be undertaken in 2019/20.

In early 2020, SafeWork NSW contacted the Council to investigate a request for service from a worker using the saleyards expressing concern about a perceived lack of progress in addressing the identified safety issues in the Proway report. Correspondence from SafeWork NSW put the Council on notice that it must address the safety issues at the yards as a matter of urgency.

Giving consideration to this notice from SafeWork NSW, the Council proposes to address the safety issues identified in the Proway Report in a structured and consistent manner and has put together a program of works and a proposed funding model for the works.

The purpose of this report is to document the key features and associated outcomes projected for the project and provide information to meet the NSW Office of Local Government [Capital Expenditure Guidelines 2010](#) as detailed below:

The [Capital Expenditure Guidelines] have been designed to:

- *encourage councils to evaluate major capital expenditure by means of a consistent methodology*
- *improve the quality of council's analysis performed in supporting all forms of project funding and capital expenditure*
- *enable the financial impact of projects on a council to be quantified, identified and controlled.*

The Guidelines aim to ensure that a council's evaluation of the proposed capital expenditure is consistent and rigorous, the merits of projects can be compared and resource allocation can be made on an informed basis

1.2. Background

The Council is believed to have taken over the Finley Saleyards from the Finley Associated Agents in about the mid 1970's.

The Council successfully operated the yards until about the mid 1990'a when it made a significant investment in new sale ring, stack pens, kitchen, toilets and office space. During this time the yards operated well financially with all capital and operating costs met by the yards revenues.

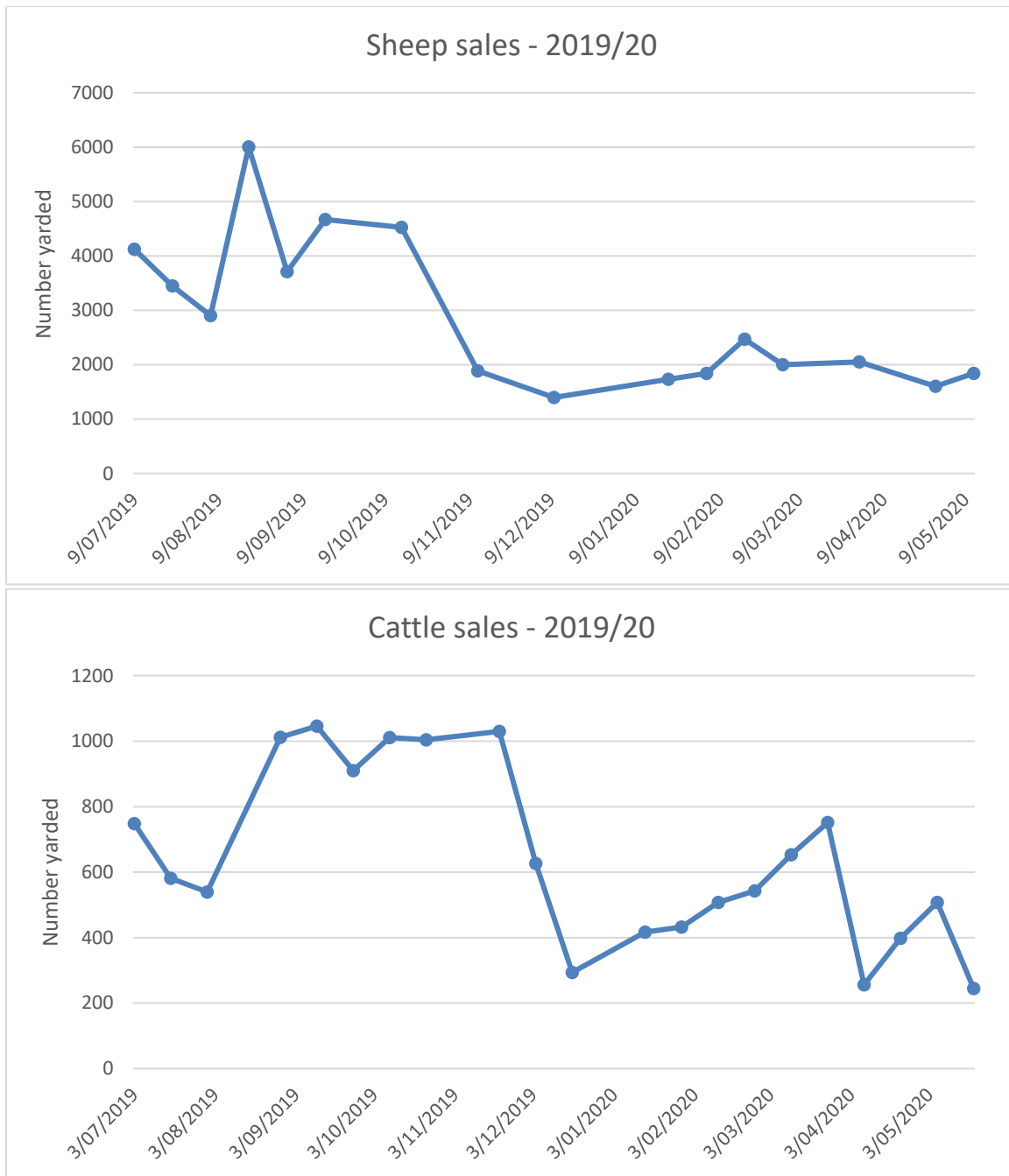
The yards typically conducted a weekly cattle sale, a fortnightly store sale and a fortnightly sheep sale. The weekly cattle sale attracted about 2,000 – 2,500 head and the store sale about 1,000 – 1,500 head. The fortnightly sheep sale averaged about 8,000 head.

While the Finley saleyards have never been a recognized sheep market the fortnightly sales generated most of the yard profits due to the lower operating and capital costs.

Despite the above sales volumes have showed a steady decline since about the mid 1990's to the point where there is now a fortnightly cattle sale, usually a fortnightly sheep sale and no store sales.

Cattle sales volumes have declined from the above figures to about 650 per fortnight on average and sheep sales about 3,150 per fortnight.

Average sales over the past twelve years show long average sheep sale is 3,440 per sale and cattle 580 per sale



While the Council was incurring significant financial losses prior to 2008 the lease arrangement has abated this so while no rent has been received the yards have continued to operate at only minimal cost.

Ironically what has been experienced over time is the transfer of a Council "business" operation to something more akin to a "community service".

At the time of leasing the yards the Council recognized that despite the deteriorating financial position of the yards, the condition of yards themselves was deteriorating while safety

standards were increasing. For this reason the Council maintained responsibility for future capital expenditure at the yards and implemented a small reserve fund that would build up over time and hopefully offset future capital costs. This was never realized to any significant level.

The operation of the yards has now reached the point where there are significant capital costs required to meet the known improvement costs to address safety issues yet there is no sustainable business case to justify the required investment.

The Council has proposed, during the current financial year to spend some funds to address some secondary safety issues however that cost has been delayed because of associated electrical works that the almost doubling of the required funds from about \$213,000 to \$395,000. This cost is partially offset by the use of the saleyards reserve funds of \$80,000.

While the Council has been attempting to find a way forward with those works SafeWork NSW has received a complaint about the safety of the yards and while it has decided to take no action in relation to that complaint it has put the safety issue on its radar and it has reminded the Council of its duty of care.

1.3. Project Outline

The following works are seen as integral to address the safety and animal welfare issues identified in the Proway Report. These works are proposed to be conducted in three phases.

Phase One is designed to address the immediate Work Health and Safety issues relating to loading and unloading livestock.

Phase Two is designed to address Work Health and Safety issues associated with the layout of the yards

Phase Three is designed to provide improved amenity for saleyard users and improve animal welfare

Phases One and Two are essential to the continued operation of the saleyards and are priority works for the Council. Phase Three works are non-essential works and can be postponed.

Phase One	
Relocate overhead power lines on Hamilton St underground	\$188,000
Renovate two cattle forcing yards	\$25,000
Ramp nibs	\$17,000
Double deck loading ramp and forcing yard	\$118,000
Sheep ramps	\$215,000
Total Indicative Cost - Phase One	\$563,000

Phase Two	
Replace existing yards with new fences and gates	\$494,000
Install unisex toilet	\$40,000
Safety hide	\$1,000
Total Indicative Cost - Phase Two	\$535,000

Phase Three	
Roof over cattle stack pens before sale ring	\$52,000
Ceiling fans	\$9,000
Roofs and covered walkways in sheep yards	\$418,000
Sheep ramp No. 5	\$78,000
New roof over back draft	\$14,000
Total Indicative Cost - Phase Three	\$575,000

Total Indicative Cost - Phases One and Two: \$1,098,000

Total Indicative Cost - all Phases: \$1,673,000

1.4. Project Location

The Finley Saleyards is located on Hamilton St, between Wells and McNamara St in Finley, along south-western boundary of the village area.

The site is bounded by vacant land to the north, east and the west. To the south, across Wells St, is the Finley Cemetery.

Most stock is loaded via ramps on Hamilton St, with trucks parking on the Hamilton St Road Reserve (also controlled by the Council) while loading and unloading. A secondary sheep ramp is available on McNamara St.

An associated modern truck wash facility is available on Edwards St, 1300m south of the saleyards. This facility had a major upgrade in 2019.

Use of the facility is complicated by overhead high voltage power lines running along Hamilton St. Any work on the ramps on Hamilton St will need to take into account requirements set by Essential Energy - the owner of the line.



The proposed works will take place on the following parcels of land:

Lot 1 DP402452 - 7,638 m²

Lot 158 DP 1087013 - 19,160 m²

Lot 195 DP 1087013 - 12,174 m²

The Berrigan Shire Local Environment Plan (2013) identifies the site as RU5- Village Zone.

Advice provided to the Council is that development consent is not required for works under Phases One and Two although a self-assessment under part 5 of the *Environmental Planning and Assessment Act 1979* may be required. Phase Three works will require development consent

2. Project Justification

2.1. Introduction

The safety of all road users (AADT 431) is compromised by the do nothing option. This option requires that heavy vehicles (AADT 201) primarily livestock transport operators block (in a two way street) both lanes of traffic as the heavy vehicle reverses toward or drives out from the saleyards loading ramps

The Finley Sale Yards owned by the Council and operated by Scanclear are a critical element of the region's agricultural infrastructure. Access to the sale yards and its livestock ramps is via Hamilton Street, Finley. There is strong industry and community support for this proposal

evidenced by industry and community representations, which led to the Council's delivery of a recent upgrade of the Finley Truck Wash and commitment in its 2019/20 Operational Plan to a progressive upgrade of the sale yards. Refer to attached letters of support

Investment in this proposal will benefit both the road transport industry with increased safety and efficiency. In 2015/16, the total value of agricultural output in Berrigan Shire was \$109m with livestock and wool production valued at \$21.3m. Agriculture is the largest industry by employment in the Berrigan Shire and with livestock and wool representing over 20% of that employment it is imperative that facilities that are serving the industry are presented at the highest possible standard. In this instance the road transport and agricultural industries are inextricably linked.

2.2. Alignment to Integrated Plans

2.2.1. State plans

Investment in this proposal is consistent with the objectives of the NSW Freight and Ports Plan. It will grow the local economy, as it provides evidence of government confidence and investment in critical freight industry infrastructure. This investment will enhance the capacity, efficiency, access and connectivity of routes used by the heavy vehicles when accessing the saleyards. It is investment, which will also improve safety for all road users, and livestock through improvements to: a) the road pavement, b) road access and ramps to saleyards, and c) upgrades to driver amenities. Amenities, which are essential for the management of driver and freight operator, fatigue

NSW Freight and Ports Plan 2018 – 2023 p. 56-57 Goal 3 – Improve road freight access via Council's support and investment in our regional road network facilitating the implementation of following:

- NSW Heavy Vehicle Access Policy Framework
- NSW Livestock Loading Scheme
- NSW Grain Harvest Management Scheme

2.2.2. Regional plans

The Finley Saleyards are identified Livestock Modal Point in RAMROC (Riverina Murray Regional Organisation of Councils) Regional Freight Transport Plan

2.2.3. Local plans

Council's Local Strategic Planning Statement 2020 – 2040 and Delivery Program 2017 – 2022 highlight the importance to the region and LGA of the connectivity of its regional freight transport infrastructure, the economic and social importance of agriculture and the need to

continue Council's investment in improving the heavy vehicle capacity of its regional road network.

The Council has specifically included this project in its 2019-20 Operational Plan

4.1.2.4: Upgrade Finley Saleyards

2.3. Market review and assessment

Note: This section is heavily based on research undertaken by Kempsey Shire Council in its [Kempsey Regional Saleyards Strategic Options Paper](#) prepared in 2019.

2.3.1. International

The outlook for global beef consumption is positive, largely underpinned by growth in population and household wealth in developing markets, particularly Asia. Australia produces only 3% of global beef production, but accounts for around 17% of world trade and has remained one of the top-three largest exporters for over seven decades. While Australian beef faces a number of headwinds, particularly around remaining price competitive, there are many opportunities for targeted growth.

Global beef consumption is forecast to grow at 1.2% per annum out to 2022 (FAO-OECD) supported by population and economic growth, with eight of Australia's top 10 beef markets expecting gross domestic product growth over 2% in the coming year (IMF). However, beef's share of global meat consumption, at 21.5%, is expected to decline slightly due to a faster expansion of the poultry sector.

Forecast beef production growth in 2019, particularly in the US (3.6%), will place pressure on Australia's high value export markets, while growth in Brazil (3.0%) and India (0.7%) will compete with Australian manufacturing beef and live cattle exports in China, South-East Asia and Middle East & North Africa. While production trends paint part of the picture, market access changes, namely for Brazil and India, could have a far greater competitive impact on Australian beef in some markets.

2.3.2. Australia

Driven by volatile seasonal conditions, the Australian cattle herd has gone through a period of significant change over the last eight years, expanding to a three-decade high in 2013 and subsequently contracting to a two-decade low. This has had flow-on effects for the quantity and quality of beef coming through the supply chain.

Cattle slaughter is forecast to drop 3% to 7.6 million head in 2019, as persistent dry conditions in many key cattle producing regions have heavily reduced the size of the breeding herd and potential pool of available finished cattle. The national herd is now expected to fall to its

lowest levels since the mid-1990s – the dry conditions that swept across NSW and south-west Queensland have undone much of the rebuild achieved since the 2013–2015 drought. The prospect of another below average northern wet season and a largely negative three-month rainfall outlook will likely mean many producers that retained stock in 2018 will commence or continue destocking in the months ahead.

Compared to last year, many producers entered 2019 with depleted feed stockpiles, hoping for a turn-around in seasonal conditions to avoid mounting feed costs. The number of cattle on feed is expected to drop from the record levels reached in 2018 to around one million head, on average, in 2019. Lot feeders face similar feed cost pressures but remain incentivised by strong international demand for grainfed product and a lack of alternatives for finishing cattle in the current conditions. In line with the forecast decrease in slaughter, beef production is projected to drop 4% to 2.2 million tonnes in 2019.

Overall, the development of seasonal conditions in Australia will likely override global forces in the near-term. Any further destocking will see downward pressure on prices, particularly for store condition cattle. Finished cattle will likely remain supported to some degree, given lower supply and strong demand fundamentals. If there is a major improvement in seasonal conditions across eastern Australia, supplies will tighten sharply and fierce restocker competition may re-emerge, as was the case in 2016. The elevated level of female slaughter in 2018 means breeder cattle will remain in short supply and high demand if conditions improve. Many producers will be eager to hold onto breeders they still have to avoid the expensive exercise of restocking when conditions turnaround.

2.3.3. Saleyards

There were 91 saleyards who reported the sale of cattle in Australia in 2017/18. A total of 4.4m head of cattle sales were recorded, at an average per yard of 48,257. Of these, NSW contains 39 yards accounting for 40% of total sales. In NSW the median yard was much lower at 19,993. There were 7 yards in NSW and 18 Australia-wide with total 2017/18 cattle sales in excess of 80,000. Conversely there were 13 yards in NSW and 23 nationwide with



total sales of less than 10,000. (This excludes any yards still listed as operating but not reporting any cattle sales, nor any of the 13.9m head of sheep transacted through 41 of the 91 yards.)

GHD (2013) noted that there had been a significant saleyards industry shift with a reduction in number of saleyards, fewer saleyards being council owned and an increasing proportion of total cattle sales occurring outside of saleyards. Increasing privatisation and redevelopment of saleyards is evident as increasing regulation has resulted in smaller yards not being able to fund the required infrastructure and technology investment.

Whilst research into historical and current number of operational saleyards appears to be conflicting, the trends described above have continued with a number of new or significantly redeveloped livestock exchanges opening or being upgraded over the past five years. There have also been a number of smaller yards that have closed, mothballed, or transferred from public to private management and ownership.

Since 2013 no fewer than five new regional livestock exchanges have been opened in NSW and Victoria. These have all been constructed by private enterprise. The owner of three of these facilities, and seven in total have indicated that a total annual throughput of 80,000 cattle is required to render a new regional facility commercially viable. Additional facilities have transferred from Council to private ownership during this time while a number of Councils struggle with the commercial viability of their saleyards.

Meanwhile there have been a significant number of upgrades to Saleyards in the same period that have been supported by State or Federal Government funding as can be seen in the table below.

Year Open	Project Cost	Name of Facility	Project Description	Owned	State	Town	FY18 Through-put
2013	\$17-\$20m	Tamworth Regional Livestock Exchange	Size of 4 rugby fields, includes 338 selling pens & 439 total	AIM	NSW	Tamworth	137,745 + 0.2m sheep
2015	\$15m	South Eastern Livestock Exchange	16 ha; roof 5 rugby fields 86km steel railing; 524 pens, daily capacity 3,800 cattle & 30k sheep	SELX	NSW	Yass	78,000 + 0.8m sheep
2015	\$24m	Northern Victoria Livestock Exchange	state-of-the-art soft-floor cattle selling complex, 296 selling pens, 1.77ha undercover facility	AIM	Vic	Wodonga	200,000
2018	\$15m	Western Victoria Livestock Exchange	12 ha, 8 mths complete, roof the size of MCG, 416 selling pens, daily capacity 3,000 cattle	SELX	Vic	Mortlake	66,000* (Jan-Dec 18)
2018	\$30m	Central Victorian Livestock Exchange	3 ha, annual capacity 70,000 cattle & 1.6 million sheep, roof, soft floor, real-time online bidding	AIM	Vic	Miners Rest (Ballarat)	41,000 + 1.4m sheep

There were two projects that received state government funding of greater than 50% of the total value of the related upgrades – Northern Rivers Livestock Exchange and Singleton Regional Livestock Markets. In the case of Northern Rivers, the total \$7m of their Stage 2 upgrades was funded through NSW Government grants. However, this is after stage 1 required \$3.5m of funding that Richmond Valley Council is required to repay. In the case of Singleton, whilst receiving \$6m towards its upgrade (79%), Singleton Council still need to provide \$1.6m in funding.

Whilst Government assistance in funding capital upgrades would appear a realistic possibility in relation to the Saleyards, this will not circumvent the need for significant Council funding of such upgrades

2.3.4. Regional

NSW has Australia's second largest number of cattle. This is true both of beef and dairy cattle, although beef production is more adaptable to climate and is thus produced across more of the state's agricultural area.

For the purposes of quantifying the current regional industry using consistently available data, the best available proxy is obtained by using the Murray region as defined under the Australian Statistical Geography Standard (ASGS) 4. This area covers a region from Wentworth to Wodonga along the Murray River. This is obviously a very diverse region but it is the closest

approximation to a region serviced by Finley Saleyards. Unfortunately, the Australian Bureau of Statistics no longer provides livestock numbers at local government area (LGA) level.

As at June 2018, the Murray region had total cattle of 460,000, consisting of 55,000 dairy and 405,000 beef cattle. This is relatively unchanged from total cattle in the region in June 2011 (the first year that this data was published) however the trend has been away from dairy cattle and into beef cattle. There has been an increase in sheep numbers across the Murray region over that period - from 3,179,000 to 3,902,000.

While stock numbers have been stable, the number of grazing businesses across the region has fallen from 2,969 in 2011 to 1,828 in 2018.

2.4. Return on investment

According to Meat and Livestock Australia, direct to buyer sales have steadily increased over the past three decades, and if saleyards are to survive, operators must offer value-added services and adopt industry-driven initiatives designed to preserve the quality and safety of the final consumable product.

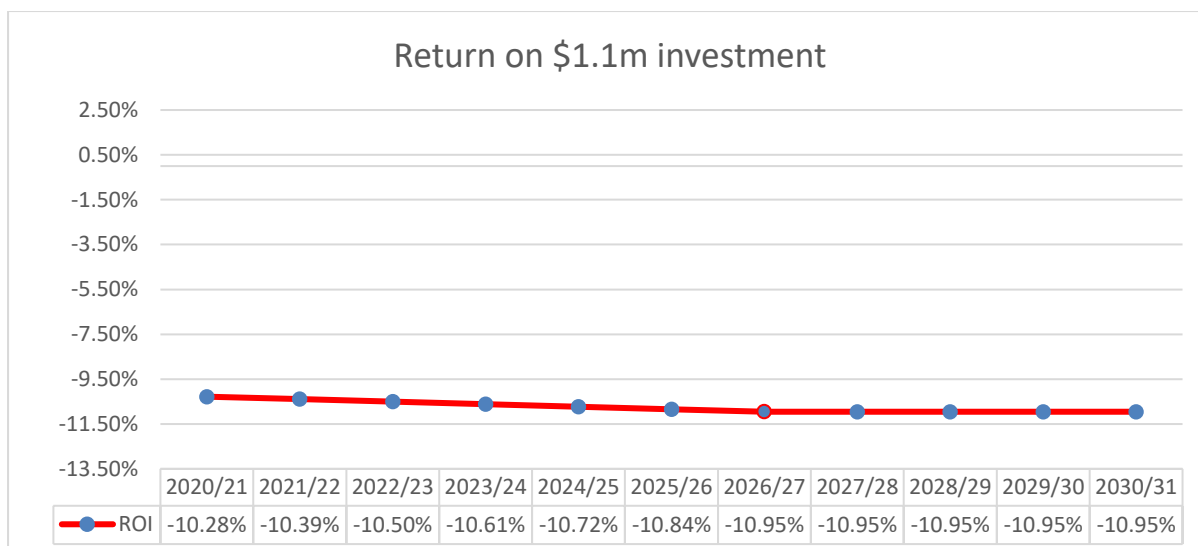
“This is particularly pertinent for those local councils or private investors embarking on major saleyard development or upgrades. In some cases, in excess of \$10m expenditure is anticipated; appropriate planning is therefore critically important to the future viability of the facility”

Obviously the question of sustainability must be asked and whether the forecasted decline in use of the facility justifies the expense.

The Council has undertaken modelling work to determine what the likely return on investment would be from an investment in the saleyards.

Completing Phases One and Two would require an investment of around \$1.1m. Under the current lease, the only income returned to the Council on the investment is the rent from the private operator which for the purpose of the model has been estimated at \$8,400 in line with the existing lease terms.

On that basis, the Council's return on investment would be around -11%, i.e. a loss of around 11% of the total investment per year. This loss does not factor in any return on the Council's existing saleyard assets. Factoring this in would see a much more significant loss.



The Council has also modelled what income it would need to receive in rent to achieve a modest 2.5% return on its investment. **This would require the rent payable to the Council to increase by 1,829% to \$162,000 in 2020/21** and increasing to \$170,000 by 2030/31.

On purely commercial terms, it is difficult to justify this investment in the saleyards on commercial grounds unless significant grant funding from other levels of government is found.

2.5. Economic assessment

The project to upgrade the Finley Sale Yards is a major project for Berrigan Shire Council. The project has two distinct phases and the first phase is focused on improving the safety of access and egress for the road transport sector.

Modelling is provided for the project as a whole and for the first phase. Phase two will be funded by Council and other sources.

Impact Summary

Finley Sale Yards – Phase One

Berrigan Shire - Modelling the effect of adding \$0.6m sales in Road Transport - Inflation adjusted				
Summary	Output (\$m)	Value-added (\$m)	Local jobs	Residents jobs
Starting position Berrigan Shire (year ended June 2019)				
Road Transport	21.95	9.52	125	134
All industries	948.40	416.16	3,678	4,266
Impacts on Berrigan Shire economy				
Direct impact on Road Transport sector	0.60	0.26	3	
Industrial impact	0.10	0.05	0	
Consumption impact	0.06	0.03	0	
Total impact on Berrigan Shire economy	0.75	0.34	4	4
Type 1 multiplier (direct & industrial)	1.16	1.18	1	
Type 2 multiplier (direct, industrial & consumption)	1.26	1.29	1	
Impact on New South Wales economy				
Total impact - New South Wales outside Berrigan Shire	0.19	0.09	1	1
Total impact New South Wales economy	0.95	0.43	5	5
Impact on Australian economy				
Total impact outside New South Wales economy	0.39	0.18	2	2
Total impact on Australian economy	1.34	0.61	7	7

Impact Summary

Finley Sale Yards - Phase Two

Berrigan Shire - Modelling the effect of adding \$0.1m sales in Road Transport - Inflation adjusted				
Summary	Output (\$m)	Value-added (\$m)	Local jobs	Residents jobs
Starting position Berrigan Shire (year ended June 2019)				
Road Transport	21.95	9.52	125	134
All industries	948.40	416.16	3,678	4,266
Impacts on Berrigan Shire economy				
Direct impact on Road Transport sector	0.10	0.04	1	
Industrial impact	0.02	0.01	0	
Consumption impact	0.01	0.00	0	
Total impact on Berrigan Shire economy	0.13	0.06	1	1
Type 1 multiplier (direct & industrial)	1.16	1.18	1	
Type 2 multiplier (direct, industrial & consumption)	1.26	1.29	1	
Impact on New South Wales economy				
Total impact - New South Wales outside Berrigan Shire	0.03	0.02	0	0
Total impact New South Wales economy	0.16	0.07	1	1
Impact on Australian economy				
Total impact outside New South Wales economy	0.06	0.03	0	0
Total impact on Australian economy	0.22	0.10	1	1

Impact Summary

Finley Sale Yards – Phase Three

Berrigan Shire - Modelling the effect of adding \$0.6m sales in Road Transport - Inflation adjusted				
Summary	Output (\$m)	Value-added (\$m)	Local jobs	Residents jobs
Starting position Berrigan Shire (year ended June 2019)				
Road Transport	21.95	9.52	125	134
All industries	948.40	416.16	3,678	4,266
Impacts on Berrigan Shire economy				
Direct impact on Road Transport sector	0.60	0.26	3	
Industrial impact	0.10	0.05	0	
Consumption impact	0.06	0.03	0	
Total impact on Berrigan Shire economy	0.75	0.34	4	4
Type 1 multiplier (direct & industrial)	1.16	1.18	1	
Type 2 multiplier (direct, industrial & consumption)	1.26	1.29	1	
Impact on New South Wales economy				

Total impact - New South Wales outside Berrigan Shire	0.19	0.09	1	1
Total impact New South Wales economy	0.95	0.43	5	5
Impact on Australian economy				
Total impact outside New South Wales economy	0.39	0.18	2	2
Total impact on Australian economy	1.34	0.61	7	7

Impact Summary

Finley Sale Yards – Completed project

Berrigan Shire - Modelling the effect of adding \$1.7m sales in Road Transport - Inflation adjusted				
Summary	Output (\$m)	Value-added (\$m)	Local jobs	Residents jobs
Starting position Berrigan Shire (year ended June 2019)				
Road Transport	21.95	9.52	125	134
All industries	948.40	416.16	3,678	4,266
Impacts on Berrigan Shire economy				
Direct impact on Road Transport sector	1.70	0.74	10	
Industrial impact	0.27	0.13	1	
Consumption impact	0.17	0.08	1	
Total impact on Berrigan Shire economy	2.14	0.95	12	10
Type 1 multiplier (direct & industrial)	1.16	1.18	1	
Type 2 multiplier (direct, industrial & consumption)	1.26	1.29	1	
Impact on New South Wales economy				
Total impact - New South Wales outside Berrigan Shire	0.55	0.26	2	3
Total impact New South Wales economy	2.69	1.21	14	13
Impact on Australian economy				
Total impact outside New South Wales economy	1.10	0.52	5	6
Total impact on Australian economy	3.79	1.73	19	19

Source: [National Institute of Economic and Industry Research \(NIEIR\)](#) ©2019. Compiled and presented in economy.id by [.id](#), the population experts.

Note: All \$ values are expressed in 2016/17 base year dollar terms.

2.6. Project Objectives

To be determined

2.7. Project Description

The Finley Saleyards Rectification project is designed to be delivered in three distinct phases.

Phases One and Two are works that must be completed to meet Work Health and Safety requirements. Phase Three is designed to bring the yards to modern industry standards.

Details of the sub-components of each phase are listed below

2.7.1. Phase One

1) Relocate overhead power lines on Hamilton St underground

At present high voltage power lines run along Hamilton St directly over the loading area for the cattle and sheep yards. These lines and posts, while on a road reserve controlled by the Council, belong to Essential Energy.

Essential Energy have advised the Council that under its current standards, the existing cattle and sheep ramps would not have been approved as they lie directly under the power line. Any modification works to the ramps will certainly require approval from Essential Energy. This approval is extremely unlikely to be granted unless the power line was relocated. Thus, to modify or replace the ramps, the power line must be relocated.

The only practical relocation option is to place the line underground. The Council has commissioned a design and estimate from a qualified engineer to conduct these works.

Indicative Cost: \$188,000

2) Renovate two cattle forcing yards

The unloading and loading area for the cattle yards are made from steel post and rails. They were primarily designed for unloading with little thought as to how to load cattle that can sometimes be stubborn. The forcing yards are too big for the operator to apply pressure on the cattle to make them run onto the truck.

It is proposed to renovate the forcing yards behind ramps 4 & 5. The yards would reduce the area the cattle can turn around in and allow the operator to stand on a low-level walkway separated by a fence from the cattle for protection. There would be a 'slam shut' gate at the beginning of the single file race that can be quickly opened and closed by the operator standing on the walkway.

The introduction of these new forcing yards will make loading safer and easier.

New lighting using existing poles has been allowed for in the pricing recommendation:

Indicative Cost: \$ 25,000

3) Ramp nibs

At present the trucks park at 90degrees to the saleyards when loading and unloading cattle. There is a total distance of 25metres from the front of the ramp to the road. This may have been appropriate when the yards were built but with the introduction of B double can figurate trucks, there is not enough room for them to manoeuvre safely. The trucks are required to drive right across the road (Hamilton Street) with their front wheels going further past the western gutter. To be able to get straight enough to back onto the ramp. This is especially dangerous at night (or foggy) with cars driving along the road with poor visibility.

The trucks back up to a straight retaining wall. There is more chance that an unaware person could be crushed against the wall as the full width of the truck is flush with the wall. To give the trucks more distance in front of the ramp, truck nibs have been designed to put the trucks on a 45degree angle giving them a better approach and a distance of 34m in front of the ramp.

The ramp nibs would have swivelled buffer board which fills in the gap if the truck isn't quite square and stops legs getting broken. There would be a sliding gate on the ramp which is important to be able to close this to give the operator protection from cattle whilst closing the door of the truck.

The nib would also have a man gate to get into and out of the truck. Stairs from ground level would be built to conform with AS1657 whereas the current ladders from ground level to the top of the retaining wall do not comply.

Indicative Cost: \$17,000

4) Double deck loading ramp and forcing yard

A two-deck loading ramp has been designed into the proposal. It would be driven by an electric hoist. This would allow cattle to walk onto the top deck of a semi-trailer at a gradient that is less than using the internal ramp of the truck and aid loading and unloading.

If cattle are weak then getting them off the top deck can be very difficult using the internal ramps. Cattle are often slip and fall over and are difficult to get out of the truck.

The forcing yard has a walkway around it, so the cattle and operator are separated making it safe. The gate in the force yard follows the edge wall and stops using a ratchet system that crowds the cattle towards the ramp making loading easier with less stress on the operator and cattle.

This set up would be state considered industry best practice and would serve the commercial carriers to a standard they are enjoying at other locations.

Indicative Cost: \$118,000

5) Sheep ramps

The current sheep ramps have the same problem with trucks approaching them as the cattle ramps do, i.e. trucks have to pull across the road in order to go far enough forward to get the trailers straight to back onto the ramps.

The drawing shows the ramps on an angle or 30degrees to the sheep yards which gives the drivers 55m from the front of the ramps to the road.

In order to do this realignment, the lead up yards have to be reconfigured as well. The current ramps have hand winches which have been condemned by the inspection agent. The flooring is rusting through, they are not as wide as sale yard ramps (should be 900mm), don't have truckie access gates, the walkways don't comply with the Australian standard and the hanging frame is designed so that operators don't hit their heads on a cross bar when entering the back of the truck.

Four new ramps with electric hoists is recommended with 3 on the new angle and the 4th one remaining at 90 degrees. This last ramp can still be utilised by smaller trucks. Leaving it as it is will save having to move the storage shed.

New lighting attached to the top of the gantry should also be provided with one floodlight towards the truck and one floodlight towards the yards.

Indicative Cost: \$215,000

Total Indicative Cost - Phase One: \$563,000

2.7.2. Phase Two

6) Replace existing yards with new fences and gates

The current holding yards and sale pens are not up to standard. They are a combination of timber and steel with many timber rails having been replaced or about to be. The post in the sale pen area are made from rail way iron with boards attached to one side leaving the edge of the post sticking out and creating a bruise point for the cattle. The original height of the yards was too low (approx. 1.5m) a hungry rail has been added with post extensions but the renovations have been ad hoc. The yards not only look terrible they function terribly.

From a WH&S perspective the gates throughout the saleyards pose this biggest problem. The gates aren't long enough to hit on the other side of the lane. Therefore, if cattle are being

directed into a pen, with the gate open there is a chance that if the stock person is standing behind the gate, that the gate could hit them if the beast decides to run into the gate.

The sale pens and holding yards have been drawn up with a new design featuring 'butterfly' gates to all pens. Cattle can enter the yard from one direction and leave going another. The gates are longer than the width of the lane so they clash on the other side of the lane. This gives the stockperson a solid barrier when standing behind the gate. The chain latches being used currently are adequate but in a new system slide bolts are quicker to use and safer. If the replacement yards are approved, new troughs and plumbing would go in as well which may divert an animal cruelty incidence. The pricing to renew the yards does not include the newer steel yards under the roof or the yards behind the loading ramps

Indicative Cost: \$494,000

7) Install unisex toilet

Transport operators often load cattle and sheep at night when the toilets that service the sale ring itself are locked for security reasons. At present these operators either "hold on" in some discomfort or relieve themselves in the yards. This is neither hygienic nor safe, especially for female operators.

A unisex toilet would provide operators with a safe and hygienic toilet facility

Indicative Cost: \$40,000

8) Safety hide

It has been raised that the operator opening the gate for cattle to exit the sale ring is in harm's way if a beast decides to turn back.

In normal circumstances if this was to occur the operator could climb up the gate to get out of the road, but because the roof is quite low in that area it is difficult to find the space. Foot holes have been cut out of the rubber fixed to the gate to help get up on the gate but it needs something more. It is proposed that a triangle of 3 steel posts is concreted in behind where the gate opens. They would be close enough apart to stop a beast but wide enough for a person to slip through and have protection.

Indicative Cost: \$1,000

Total Indicative Cost - Phase Two: \$535,000

2.7.3. Phase Three

9) Roof over cattle stack pens before sale ring

For protecting staff from the weather on cattle sale days, a roof over the working area before the sale ring could be installed. This would cover an area where there is concentrated activity and up to 4 operators working for the length of the sale.

It has also been put forward from staff that during winter the floor gets slippery for cattle to walk on, because the rain and muck on the floor combines to make a slippery slurry, people on the ground working the cattle have also been known to slip.

If this area was to be covered then the transition from the light of day to the less lighted area of the sale ring would be reduced thus aiding stock flow, which in turn helps the cattle stay calmer and need less forcing from operator.

Indicative Cost: \$52,000

10) Ceiling fans

Making people comfortable using the saleyards will mean they are more likely to return. Currently, the auction pavilion has no air conditioning or heating. The installation of fans would cool the place down in summer.

Indicative Cost: \$9,000

11) Roofs and covered walkways in sheep yards

When new facilities are designed and built these days, they include cover over the draft area and Buyers' lanes as a minimum standard. If Finley saleyards wants to maintain and increase the throughput then the facilities should be comfortable for both man and animal.

Retrofitting rooves over the draft and lanes will create shade and shelter to the areas that have the most activity.

There is no shade for the sheep in the draft area or sale pens at present. Even if the sheep aren't held under the new rooves in the draft or lanes, the shade it will cool the area down generally and depending on the angle of the sun, sheep would find some shade for respite.

The lane covered walkway would extend by 400mm with an eave to cast shade. It also stops paperwork from getting wet/dripped on if the buyer is on the front rails.

Both the draft rooves and covered walkways would create a structure for lighting. Floodlights fitted to the apex of the draft rooves would improve visibility during night work. Fluorescent lights underneath the walkway would assist penning up after at night. It would also assist moving sheep from the back-holding yards on the east to the loading ramps on the west when it is dark

Indicative Cost: \$418,000

12) Sheep ramp No. 5

Ramp No.5 on Townsend Street is too close to the road (Approx. 15m). A semi-trailer can use it but it has the same problem as the other sheep ramps in the way the truck has to cross the road to back up.

It is proposed to turn the angle of the new ramp around to the north east. This would require removal of the tree and gravelling of the road. Lighting is also needed in the area.

If this ramp was to be upgraded and turned around then truck drivers would use it more. Especially, since most of the sheep that are to be trucked away are delivered to the holding yards water on the eastern side of the saleyards.

Indicative Cost: \$78,000

13) New roof over back draft

For the same reasons roofs should be considered over at the other four drafts so too should one be installed here. This roof would also be used to fix flood lights to so it would light up the area so operators can see at night.

Indicative Cost: \$14,000

Total Indicative Cost - Phase 3: \$571,000

2.8. Capital Cost Plan

To be determined

2.9. Project Implementation**2.9.1. Project time frame**

Given the nature of the risks and the importance of the facility to the community, Berrigan Shire Council propose to deliver Phases One and Two as quickly as possible - subject to obtaining funding.

A detailed works program will need to be developed once funding is secured.

Where possible, works should be carried out in a manner that allows the facility to continue operating throughout the works period.

2.9.2. Operations plan

In 2008, Council sought to offset losses in the management of the Finley Saleyards by entering into a lease agreement with Scanclear Pty Ltd.

Prior to this, Council was investing heavily to maintain and upgrade the facility in the face of declining stock numbers and changes to the operating environment including closure of regional meat processing facilities, drought, and increased regulatory compliance.

Within the agreement, the facility is provided on an as-is basis with no guarantee of suitability of purpose. Scandclear Pty Ltd is responsible for general and routine maintenance, whilst Council is responsible for structural repair, latent defects and fair wear and tear other than those caused by the Lessee's negligence.

The agreement resolved the issues surrounding funding the day to day management of the saleyards by transferring that to the Lessee, however did not remove the risks associated with ownership and failing infrastructure. Council as the owner of the facility is still responsible for the property, and the liability.

This work will prolong the operational life of the saleyards by addressing existing work health and safety concerns. The works are not designed to secure their future operations indefinitely - this would require a much larger investment. On that basis, the Council must still consider its plan for the effective end-of-life of the saleyard assets - i.e. to replace or to de-commission

2.9.3. Key project personnel

The following are personnel with responsibility to progress the delivery of the Finley Saleyards Rectification

Position	Occupant	Relevant experience	Role in project
Director Technical Services	Matthew Clarke	<ul style="list-style-type: none"> Significant local government experience, managing engineering, asset management projects Current Institute of Public Works Engineering Australia member 	Overall responsibility for project delivery on time and on budget
Project Manager	Nathan O'Connell	<ul style="list-style-type: none"> Registered building surveyor Qualified builder Local government experience in managing construction contracts 	Project supervisor for the project
Enterprise Risk Manager	Michelle Koopman	<ul style="list-style-type: none"> Extensive local government experience in risk assessment and management 	Responsible for assessing, and analysing risk on behalf of the project team

Finance Manager	Tahlia Fry	<ul style="list-style-type: none"> • Extensive experience in finance, both in local government and the university sector. • Member – CPA Australia 	Responsible for tracking and reporting project budgets
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3. Financial Implications

3.1. Project Funding Strategy

3.1.1. Considerations

The Council's [Financial Strategy 2016](#) (p. 26) provides the following guidance when considering funding for community infrastructure upgrades

1.6 Seek methods of achieving a return (or at least minimise ratepayer subsidy) on business activities such as the Finley Saleyards, Tocumwal Caravan Park and Tocumwal Aerodrome. Subsidies to programs such as the private operation of the Tocumwal Visitor Information Centre should also be reviewed regularly.

The Council should take into account this advice and consider methods of funding the necessary works that do not impinge on its ability to deliver its core services. This means that the Council will need co-investment from other levels of government (i.e. a grant) and/or the livestock industry.

The Council has already committed \$215,000 in its 2019/20 budget for improvements at the saleyards, this includes \$80,000 from the balance of the Saleyards reserve with the remainder from recurrent funding.

3.1.1. Grants

Council is pursuing two grant funding opportunities for works at Finley Saleyards.

- Heavy Vehicle Safety and Productivity Programme (HVSPP)
- Local Roads and Community Infrastructure Programme (LRCIP)

HVSPP is primarily a road infrastructure program designed to improve access for higher mass vehicles. It does, however, allow for applications for works on saleyards where the saleyard is owned by a council and the works relate to access to or from a local or state road.

Applicants are required to provide a 50% co-contribution

The Council has lodged an application under Round 7 of HVSP the upgrade of the cattle and sheep ramps including relocating the overhead power lines underground.

The application uses the Proway report - the only estimates the Council has - as the basis for the application. The proposed works are estimated at \$563,000 with the Council required to contribute \$281,500. The Council will need to identify how this will be funded.

LRCIP is a new funding program released last week by the Federal Government in response to the COVID-19 economic crisis. As the name suggests the program is designed to fund improvements in local roads and community infrastructure such as parks, playgrounds and halls.

As it is a new program, the funding guidelines have not yet been released and it unclear if work at the saleyards would be eligible. However, the aim of the program is to protect jobs so the Council should be able to put up a reasonable case for inclusion.

Like Roads to Recovery, LRCIP is a non-competitive program with each Council in Australia given an allocation to spend on projects in its area. The allocation for Berrigan Shire is \$877,527. If the saleyards are eligible, this funding could be used to fund replacement of the cattle yards and install a unisex toilet for transport operators at an estimated cost of \$535,000

3.1.1. Other funding

In a best case scenario (i.e. both grant applications being successful) the Council will need to find an additional \$66,500 to complete Phases One and Two.

In the worst case scenario, the Council will need to find the entire \$1.1m for Phases One and Two - as mentioned above this would leave the Council exposed to a large loss on investment.

There are a range of available funding sources, each with advantages and disadvantages.

Recurrent funding – the Council can use funds from its recurrent budget. This will require finding unallocated funds or taking funds from other activities. The scope to use recurrent funding is limited as the Council has commitments it must meet.

Reserves – the Council has set aside a cash reserve for large capital projects. The Capital Works Reserve is the Council's pool of money to undertake activities such as the sub-divisions etc. and once spent in an area without a return it will be difficult to replenish. Note - the saleyards will not be able to make a return to reserve.

The projected balances of this reserve as at 30 June 2020 is \$2,490,835

Note that the Council may need to draw down on this reserve to meet its funding commitments on other community infrastructure projects such as the Tocumwal Air Museum and the Recreation Reserve LED upgrade.

Grants – as mentioned above the Council is looking for grant funding for these works. While grant funding is useful, using grant funds may mean the project will not proceed as quickly as it could. The project may be delayed while Council's applications are assessed. Grant funds are never available for projects that have already started.

Contributions – Council may wish to consider seeking a contribution from industry stakeholders. For community infrastructure projects, stakeholders are routinely asked to contribute. Stakeholder contributions demonstrate community support and "buy-in" for the project.

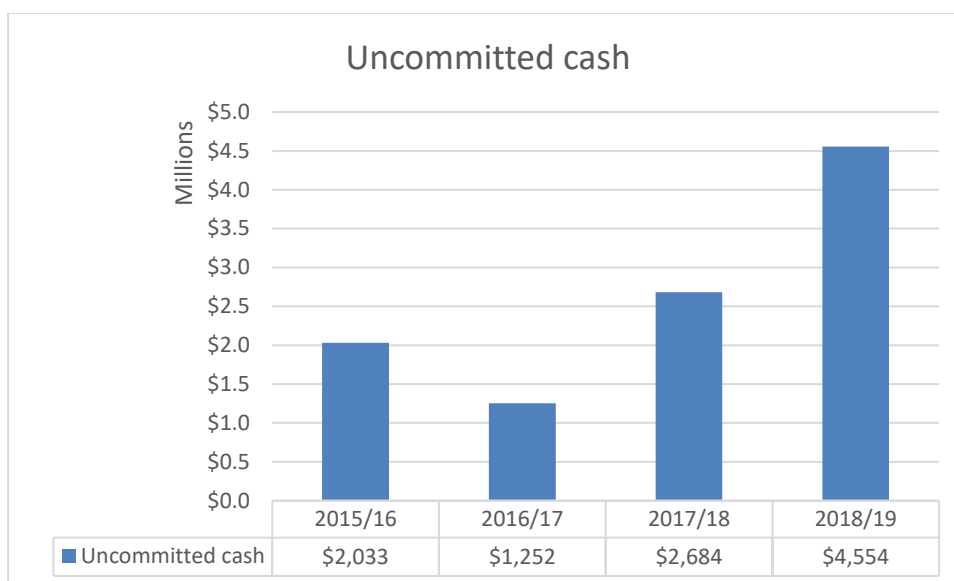
Working capital – Unrestricted working capital is the Council's funds – not otherwise required or allocated – that are used to meet the Council's day-to-day financial obligations. It is the Council's working capital that is used to pay wages, pay bills etc. in the period between the Council incurring the expense and receiving any income.

The Council has used its excess working capital to fund community infrastructure capital works in the past – drawing \$800,000 to fund the construction of the Berrigan Library in 2007 after multiple failed attempts at securing grant funding and \$600,000 to part fund the Barooga and Finley Recreation Reserve projects in 2013

The risks of not having sufficient working capital include reputational loss, i.e. a creditor who does not pay their bills, failure to meet statutory obligations such as payment of superannuation contributions, loss of credit terms from suppliers and perhaps a need for an overdraft. An entity with a small or negative amount of working capital, even if it is profitable, will have difficulty in meeting its short term obligations to pay amounts as they fall due

The other cost to the Council is the lost interest income due to the Council if working capital was retained and placed on investment.

As can be seen the chart below, prudent management of the Council's finances has seen the Council's uncommitted cash increase over the past four years, The Council has sufficient uncommitted funds to meet the Council's obligations as and when they fall due.



While use of working capital would be preferred over use of the Capital Works Reserve, the Council is effectively taking cash it is earning somewhere between 1% to 2% on in term deposits and using it to fund an investment on which it expects to lose 10% per annum

Loan – Finally, the Council has the option of borrowing to fund the project. The advantage of borrowing is that it will allow the project to be completed immediately. The obvious downside is that loans must be paid back and this needs to be funded from recurrent funds each year – i.e. the repayments of principal and interest will mean those funds are not available for other projects and activities.

In order to borrow, the Council must meet several requirements – most importantly including its intention to borrow in its Operational Plan. The Council's **draft** 2020-21 Operational Plan does not include any proposed borrowings for the saleyards.

While interest rates are at historic lows, the Council is in the middle of a significant borrowing phase already - having drawn down \$2m in 2019/20 for community works and proposing to draw down \$6m in its water fund in 2020/21.

Again, it is difficult to justify borrowing on a commercial investment on which the Council expects to lose 10% per annum

The Council's Financial Strategy 2016 sets out the following core actions when considering borrowing:

3.1 Implement a Borrowing Policy that allows the Council to borrow only for the development of infrastructure where

- *There is an urgent need for the asset in the short term, or*
- *It is most cost-effective to construct the asset in the short term (as opposed to waiting until sufficient on-hand funds are available), and*

- *The Council has access to a funding stream to meet its debt obligations without compromising its other activities.*

3.2 Formalise the Council's existing preference to put money aside for future capital works, rather than borrow

3.1.2. Approved strategy

To be determined

3.2. Operating and Financing Costs

3.2.1. Cost-Benefit Analysis

To be prepared

4. Capacity Review

4.1. Council's Financial Capacity

Berrigan Shire Council is well managed and in a sound financial position.

The table below is a brief summary of the key results for the 2018/19 financial statements.






The results demonstrate a healthy underlying result.

<u>Overall performance</u>	<u>2017/18</u>	<u>2017/18</u>
Operating surplus	\$4.1m	\$6.4m
Operating surplus before capital grants and contributions	\$0.5m	\$4.6m
<u>Revenue and expenses</u>		
Total revenue	\$25.0m	\$25.9m
Total expenses	\$20.8m	\$18.4m
<u>Cash and investments</u>		
Cash and cash equivalents	\$7.4m	\$6.0m





Investments	\$28.0m	\$26.0m
<u>Balance Sheet</u>		
Total assets	\$285.0m	\$275.5m
Total liabilities	\$4.8m	\$5.2m
Total equity	\$280.1m	\$270.3m
<u>Water and Sewer funds</u>		
Total assets	\$68.39m	\$62.96m
Total liabilities	-	\$0.01m
Total equity	\$68.39m	\$62.95m

Performance measures

The performance measures set by the Office of Local Government and required to be included in the Council's financial statements are shown below.

<u>Industry Indicators</u>	<u>Benchmark</u>	<u>2018/19</u>		<u>2017/18</u>
Operating Performance Ratio	Greater than 0%	5.60%		18.24%
Own Source Operating Revenue Ratio	Greater than 60%	58.39%		61.16%
Unrestricted Current Ratio	Greater than 1.50:1	6.79:1		7.24:1
Debt Service Cover Ratio	Greater than 2.00:1	35.08:1		48.70:1
Rates Outstanding Percentage	Less than 10.00%	5.97%*		3.30%
Cash Expense Cover Ratio	Greater than 3.00 months	29.33 months		27.97 months

*Note that the change in rates outstanding ratio is a result of a change in accounting for the balance of the ratio (now excluding prepayments), and not a change in collections which continue to be strong.

Infrastructure Asset Performance Indicators	Benchmark	2018/19		2017/18
Building and Infrastructure Renewals Ratio	Greater than 100%	154.79%		131.39%
Building and Infrastructure Renewals Ratio (General Fund)	Greater than 100%	193.88%		160.54%
Infrastructure Backlog Ratio	Less than 2%	0.00%		0.00%
Asset Maintenance Ratio	Greater than 100%	119.12%		103.90%

Overall, the Council retains a strong cash position in all three operating funds.

The Council's balance sheet remains strong with adequate provisions and correct asset values. The Council's operating position and cash flow performance is quite strong and improving.

4.2. Project Delivery Capacity

Over the past 10 years, Berrigan Shire Council has delivered a series of significant community infrastructure projects, demonstrating experience in managing projects of this nature.

Recent projects include:

- 2019 - Tocumwal Library extensions - \$0.5m
- 2018 - Tocumwal Splash Park = \$1.0m
- 2014 – Finley Recreation Reserve – new social and change rooms - \$1.6m
- 2013 – Barooga Recreation Reserve – New change rooms and function centre \$1.0m
- 2012 – Finley Library and Early Intervention Centre – renovation and repurposing of heritage-listed Water Commission building - \$0.7m

The Council has developed and implemented a Risk Management framework which involves the identification, analysis and treatment of risks. It has also a Procurement and Disposal

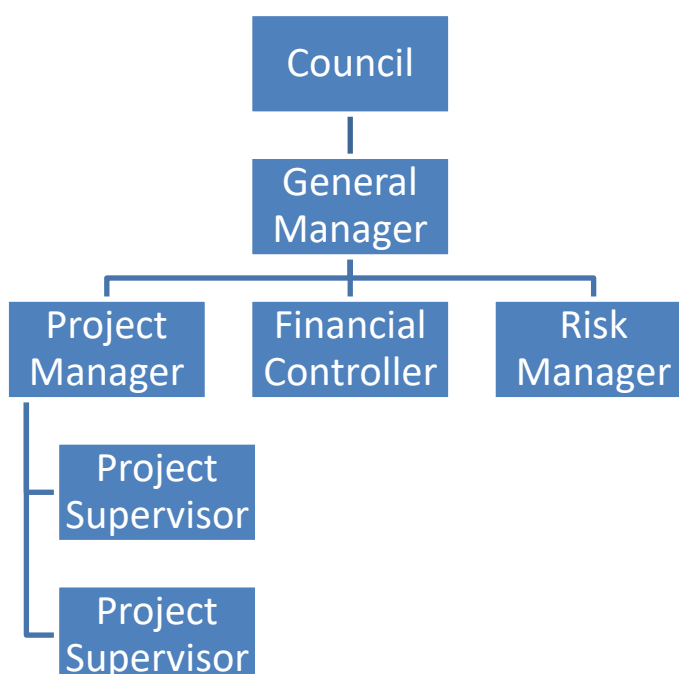
framework that provides clear direction about the appropriate methods to be used by Council when procuring goods and services.

Council now has a comprehensive internal skill base and access to external expertise where required. It has access to specialist expertise in the development of contracts and employs qualified staff with relevant experience in contract management for large scale projects. Monitoring of the project's financial position will be undertaken by staff with relevant qualifications and membership of CPA Australia.

5. Project Governance Model

5.1. Project Governance Structure

The proposed project governance structure and a description of key roles are outlined below



GENERAL MANAGER

In accordance with overall responsibilities under the *Local Government Act 1993*, the General Manager is ultimately accountable, through Council staff, for the project management and delivery of the Tocumwal Foreshore Revitalisation.

The General Manager is also responsible for keeping the Council informed as to the status of the redevelopment project and for obtaining appropriate Council approvals and authorisations relating to the project. The General Manager is the applicant in the Development Application process.

PROJECT MANAGER

The Project Manager is responsible for the overall management and delivery of the project, including day to day planning, supervision, project management and contract management. The Project Manager is the key professional adviser on the project, whose role it is to implement the relevant decisions of Council.

Specifically, the Project Manager is responsible for reviewing progress and managing delivery of the project and for providing or ensuring provision of expert advice on planning, legal, probity, design, financial and other matters such that the Council is appropriately informed and risks are appropriately identified and managed. The Project Manager is also responsible for preparing reports to the Council on a regular basis

FINANCIAL CONTROLLER

The Financial Controller is responsible for ensuring that all relevant costs for the project are captured and allocated appropriately. The Finance Manager is also responsible for monitoring the project budget and providing information and advice to the Project Manager about the financial position of the project.

Other specific responsibilities for the Finance Manager are to ensure that all contractors are paid on time and in line with the Council's contract obligations and to prepare and submit any grant acquittals required.

RISK MANAGER

The Risk Manager's role is to provide advice and assistance to the Project Manager regarding the various risks associated with the project. The Risk Manager is responsible for assessing and analysing risk and providing advice to the Project Manager about the management of risk.

The Risk Manager is also responsible for ensuring that all relevant legislative and regulatory requirements are met in the procurement process and that all relevant Council policies and procedures are followed by all parties involved in the project.

PROJECT SUPERVISOR

The Project Supervisors are responsible for the day-to-management of the sub-component contracts – i.e. the civil works contracts and the building works contracts. Their role is to liaise between the Council and the appointed contractors and sub-contractors and ensure that Council specifications and timelines for the project are being met.

The Project Supervisors are responsible for advising the Project Manager about the progress of their components of the project and any issues that may have arisen.

5.2. Public Consultation Processes

Council is committed to effective and meaningful community engagement and communications with our community are guided by our Berrigan Shire Council Community Engagement Framework.

The Council will develop a Community Engagement Strategy to facilitate engagement with stakeholders and the broader community on the project.

Communication about the redevelopment, in general, will be regular, clear, timely and accessible. The following communication channels will be used to update the community on the progress of this project:

- News updates posted to Council's website
- Posts on Council's social media channels, including
 - Facebook
 - Twitter
 - Instagram
 - YouTube
- Monthly Mayoral column in the Southern Riverina News and Cobram Courier
- Media releases
- Direct correspondence to users of the saleyards, including
 - Lessee
 - Agents
 - Transport operators
 - Producers

In addition, there may be points during the project that more detailed community consultation may be required. To this end, the key stakeholders identified below will be consulted through appropriate channels to gauge their opinions and needs:

- Scanclear Pty Ltd
- Finley Associated Stock and Station Agents Inc.
- Finley Chamber of Commerce and Industry
- Other users of the facility

5.3. Project Integrated Risk Management Plan

An Integrated Risk Management Plan (IRMP) has been developed for the Berrigan Shire Council's Finley Saleyards Rectification (the project). It is developed in accordance with AS/NZS ISO 31000:2009 Risk management – Principles and guidelines, Berrigan Shire Council's Risk Management Policy and Framework, and within the guidelines and procedures of Council's Integrated Management System.

The IRMP assesses the project in broad terms and from a project concept perspective, and not from a construction perspective. A separate plan will be developed to identify hazards and risk control measures for each stage of the design and construct project, and will form part of the Project Management Plan.

The IRMP uses an integrated approach incorporating the elements of Quality, Health and Safety, Social, Environmental Management, and Positive Outcomes, and outlines how risks will be identified, assessed, treated and managed in accordance with the proposed concepts outlined in the Proway Report. Identified risks will be included in the Risk Register with strategies, actions, timeframes and responsibilities outlined in the Risk Strategic Action Plan.

At all stages, where reasonably practicable, Council will attempt to promote a positive risk and eliminate an adverse risk. Where elimination is not possible, controls will be implemented that will minimise the risk to as low as reasonably practicable.

Risk evaluation is critical in determining which risks will be treated and the priority assigned to an activity. It may not be cost-effective or practical to implement all possible risk treatments, therefore it is necessary to choose, prioritise and implement the most appropriate combination of risk treatments.

Results of risk analysis will be included in the Risk and discussed with stakeholders. The Risk Register is a dynamic document and will undergo regular review and assessment through various consultation mechanisms.

The Risk Register, Risk Strategy and Risk Strategic Action Plan are attached as **Appendix A**

5.4. Procurement

The Council has an integrated suite of procurement policies and procedures that it will follow in the delivery of this project. These are designed to ensure the Council meets all its legislative and regulatory requirements and achieves “best value” for the Council and the broader community.

Council’s Procurement and Disposal Policy defines “best value” as

Best value represents the best return and performance for the money spent on procurement of goods and services. Best value is not simply the best price.

In determining what best value is, Council officers must consider:

- *price*
- *“whole of life” and other ongoing costs*
- *fitness for purpose*
- *suitability*

- *availability and timeliness*
- *prior performance*
- *statutory compliance and work health and safety*

5.4.1. Procurement model

If is unlikely that the funding guidelines for the Local Roads and Community Infrastructure Programme (LRCIP) will allow the Council to use its own day labour to deliver the project. In addition, the overwhelming majority of the project require specialist skills not available to the Council. As such, the Council has chosen to use external contractors to deliver the works.

All works procured via a tender process as per NSW government legislation and the Council's Procurement and Disposal Policy and Framework.

5.4.2. Design and Construct method

The Council proposes to seek tenders for the various components of the overall project via "design and construct" tender method.

The design and construct tender process works by the following process:

1. Project brief is prepared – with basic information on the site and service expectations;
2. Tenderers submit a project design and specification around the project brief;
3. A preferred tenderer is appointed by the Council;
4. A panel negotiates with the preferred tenderer to finalise design and costs.
5. Tender is awarded or a new preferred tenderer is appointed.
6. The Council supervises the tenderer to construct the project as agreed.

The Council has a strong track record of success with running "design and construct" tenders for infrastructure projects - including the development of the sales ring at Finley Saleyards

This record is evidenced by:

- Berrigan Sportsground facilities
- Barooga Recreation Reserve facilities
- Finley Recreation Reserve facilities
- Tocumwal Library
- Tocumwal Netball social and change rooms

All of these projects have been successful without any failure or significant cost overrun. In many cases, the design and construct process identified savings not considered in the Council's original concept.

The Council has had consistent success with this type of tender because:

- It encourages project innovation;
- It allows the tenderer to highlight options and their costs;
- The tenderer is building "its" project i.e. not someone else's

5.4.3. Tender Process

In line with the Council's Tender Policy, the tender will be conducted through an electronic, online tender system. The E-Tendering system will operate within an appropriate policy and security management framework that incorporates threat and risk assessment, regular review and audit.

In addition to electronic tender submissions, the Council may, at the discretion of the General Manager, choose to allow submission of tenders in hard copy form at the Tender Box, located at the Council Administration Office.

Tenders will be assessed under formal evaluation criteria and weightings. These criteria and weightings will be included in the tender documentation.

There are two levels of evaluation criteria. The first level of evaluation criteria is the "Standard Evaluation Criteria" which is common to all tender specifications and is limited to a total of five criteria

- Price
- Compliance with specification
- Track record
- Work Health and Safety System
- Availability of existing skills and resources

The second level of criteria, the "Special Criteria" is specific to certain goods, services or projects. Special Criteria will be included in the tender documents where appropriate, with a maximum of only three special criteria applied to any tender

Following the evaluation, due diligence checks will be conducted on the preferred tenderer. These checks will include:

- Company search on the ASIC database
- Credit check

Where the due diligence checks reveal adverse results, the preferred tenderer will be contacted and given an opportunity to clarify the results and provide further supporting information.

On conclusion of each tender assessment, the Chairperson of the evaluation panel shall be responsible for the preparation of a confidential Tender Report to formally record the outcome of the tender evaluation process.

The recommendation made in the Tender Report shall be presented to Council for consideration.

5.4.4. Contract Management

The Project Manager will be responsible for the management of the contracts including the authorisation of all progress payments.

The Project Manager will also measure performance as it relates to the contractors providing meeting necessary timeframes and quality standards and communicate this to the relevant Council staff.

5.5. Reporting

In accordance with the Capital Expenditure Guidelines, Council will put mechanisms in place to report on the project.

Reporting mechanisms will include:

- Quarterly reporting to the Council on the construction progress, financial aspects of the project, project risks and other project KPIs
- Reporting on the project in the Council's Annual Report
- Reporting to other financial contributors to the project, such as funding bodies and community organisations

Council shall oversee the ongoing management of the redevelopment of the Tocumwal Foreshore, through regular updates to Council meetings that include both status reports and requests for decisions where appropriate. Council may also request ad hoc reports. Staff at key points in the implementation process will provide reports

6. Appendices

APPENDIX A – INTEGRATED RISK MANAGEMENT PLAN

Our Ref: MSR:AM:202618
Your Ref:
Reply to: ALBURY OFFICE

18 May 2020

Attention: Mr Rowan Perkins
Berrigan Shire Council
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michellek@berriganshire.nsw.gov.au

Email Transmission

Dear Sir

Finley - Saleyard Lease

We refer to the writer's telephone conference with Matthew Hansen and Michelle Koopman on 12 May 2020 and subsequent email transmissions.

1. **Background**
 - 1.1 We have been provided with a copy of the Finley Saleyards Investigation and Report dated January 2019 prepared by Proway Livestock Equipment (**Safety Report**).
 - 1.2 The Safety Report raises issues relating to Work, Health and Safety that *may* result in Council and/or Council officers being liable for breaches of *Work Health and Safety Act 2011*.
 - 1.3 We hold a copy of the registered Lease for the property identified as the Finley Saleyards, which was entered into with Scanclear Pty Ltd (**Lessee**) on 5 December 2017. The Lease is for a 5 year term due to conclude on 30 June 2022. The Lease includes an option to extend the term by an additional 5 years.
 - 1.4 We have also been provided with a copy of an email exchange between Council staff and SafeWork NSW on 1 May 2020 which includes the following statement by Senior Inspector, Simone Yates:

“ I have concerns that the report clearly identifies potential risks/hazards that should be rectified immediately. As you would know Council has a “duty of care” obligation to ensure the safety and wellbeing of persons visiting the site and although there is the cost factor relating to the removal/replanning of overhead powerlines the other identified hazards cannot be ignored in the short term.

If an incident were to occur it would have to be noted that Council are fully aware of those risks/hazards as per the ProWay report provided.”

1.5 Whilst Council staff have responded to the SafeWork NSW email of 1 May 2020 and provided further context and information in relation to the steps that Council has been undertaking to rectify the situation since receipt of the Safety Report, the seriousness of the risk is apparent and Council is now on official notice of that risk from SafeWork NSW.

2. **Instructions**

2.1 We have been asked to provide advice in relation to the following:

- (a) Does Council have a right to terminate the Lease prior to the expiration of the Lease?
- (b) In the event that Council does not have the ability to terminate the Lease for convenience (no reason), are there any clauses within the Lease which would entitle Council to terminate the Lease for default?
- (c) In the event that Council elects to negotiate with the Lessee for a mutual termination of the Lease, please advise if the Lessee may claim any damages for early termination;
- (d) Please comment on the existing insurance and indemnity clauses of the Lease and whether Council and/or its officers are exposed to any liability by virtue of the safety issues that have been identified in the Safety Report;
- (e) Please draft a resolution for consideration by Council in the event that they are prepared to negotiate an early termination of the Lease in order to limit or mitigate any risk of liability.

3. **Options under Lease**

No Right to Terminate for Convenience

3.1 In response to the first question above, the Lease does not contain a termination for convenience clause.

3.2 This clause is occasionally included within Leases and provides lessors with an ability to terminate a Lease for no justifiable reason. In other words, it entitles the lessor to change its mind and terminate a Lease for its pure convenience without any legal basis.

Possible Breaches of Lease by Lessee

3.3 In circumstances where a termination for convenience clause does not exist within the Lease, we have reviewed the Lease to consider if there is any opportunity for Council to terminate for any other justifiable reason.

3.4 We have identified two separate clauses that would, in our view based upon the information available to us at this point in time, entitle Council to serve a Default Notice upon the Lessee, which then enables Council to commence the process towards termination. Whether termination would eventuate is dependent upon the response from the Lessee to the Dispute Notice.

3.5 We draw to Council's attention clauses 19 and 28 of the Lease.

3.6 Clause 19.1(d) states:

"Lessee's obligation

The Lessee shall at its expense observe and comply with all laws and requirements relating to...

(d) occupational health, safety and environmental matters."

3.7 Clause 28.2 relates to the Lessee's obligation to insure the Saleyards for public risk in the amount of \$20M and specifically requires:

"The Lessee's insurances relating to public risk, and the Lessee's property (in order to cover fixtures):

(i) shall be in the joint names of the Lessor and the Lessee;

(ii) shall cover the Lessor's and the Lessee's interests..."

3.8 We have been provided with a copy of the Certificate of Currency produced by the Lessee on 14 May 2020.

3.9 Whilst the Certificate of Currency confirms a public risk policy with a coverage of \$20M, there is nothing contained within the Certificate of Currency which supports the view that clause 28.2 has been satisfied. For example, there is no mention of Council or the extension of the coverage to Council in the Certificate of Currency. We understand that Council's staff are making enquiries with the Lessee in order to clarify this point.

3.10 Irrespective of whether the Lessee and its insurer are able to satisfy the insurance clause 28.2, the Lessee is obligated to comply with all Work, Health and Safety laws by virtue of clause 19.1. Considering the issues raised within the Safety Report and Council's estimate of costs associated with compliance, it is highly unlikely that the Lessee will carry out the required works necessary to comply with clause 19.1(d).

3.11 In accordance with the Lease, Council is entitled to serve a Notice of Dispute under clause 44.2 upon the Lessee with respect to a breach of clause 19. The Notice of Dispute initiates a dispute resolution process, which requires the parties to comply with various steps in an effort to resolve the dispute. We can provide further advice in relation to the procedural steps, if required.

4. **Mutual Surrender of Lease**

4.1 Irrespective of the legal obligations of the parties under the Lease and the fact that the Lease has in excess of 2 years of its term remaining, it is always open to the parties to negotiate an early termination date by mutual agreement.

4.2 We understand that Council staff have had preliminary discussions with the representative of the Lessee who has indicated a general willingness to negotiate in this regard.

4.3 If that approach is to be pursued by Council, we recommend that the parties enter into a formal written Surrender of Lease. We can prepare the appropriate legal agreement for Council if it elects to proceed with this option.

5. Damages

5.1 We have been asked to comment on any risk of damages being claimed by the Lessee against Council in circumstances where the Lease is terminated prior to the end of the term.

5.2 It is difficult to provide a definitive advice on this issue whilst various alternatives to the resolution of this matter remain in consideration.

5.3 However, as a general rule, if the parties are able to negotiate a mutual termination of the Lease then the Surrender of Lease will include mutual releases in terms of damages being claimed by either party.

5.4 In the event that the Lessee refuses to surrender the Lease, Council will be in a reasonable strong position (but not an absolute position) to avoid any damages in the event that it terminates the Lease for a default under either clause 19 or clause 28.

5.5 Once Council is certain as to which approach it is taking and has further feedback from the Lessee as to its intended course of action.

5.6 Please note that even if the parties reach agreement between each other regarding a release from any damages, this doesn't exclude the possibility of a third party making a claim against either the Lessee or Lessor or both parties in relation to a past incident at the Saleyards.

6. Existing Risk to Council

6.1 We note that the Lease obligates the Lessee to be responsible for compliance with all Work, Health and Safety laws. Furthermore, clause 30 of the Lease includes an indemnity from the Lessee in favour of Council against any liability, loss, damage, expense or claim, which the Lessor may incur, including a third party, during or after the term of this Lease in respect of:

- (a) breach of Lease obligations;
- (b) misuse of service or facilities;
- (c) escape of substances;
- (d) use of leased premises;
- (e) faulty installations;
- (f) failure to notify.

- 6.2 Interestingly, clause 30.2 also extends the indemnity under this clause to include reasonable penalties, reasonable fines, reasonable legal and other reasonable costs incurred by the Lessor.
- 6.3 Whilst the indemnity provides a degree of comfort for Council, we note that indemnities are only of benefit in circumstances where the party providing the indemnity has sufficient resources to support the indemnity. We are uncertain as to the financial viability and/or resources of Scanclear Pty Ltd. Whilst we note that the Lease also includes a personal guarantee from Brendan James Carey, we are also unable to verify the financial viability or resources of Mr Carey to honour any indemnity if it was to be called upon by Council.
- 6.4 We also make the observation that the indemnity is not an unlimited indemnity. For example, clause 30.1 of the Lease expressly limits the indemnity to the 6 items identified above. There is a plausible argument available to the Lessee in the event of any future claim being made against the Lessee and/or the Lessor for a breach of Work, Health and Safety laws. The Lessee may assert that the safety issues are all pre-existing or latent defects with the facility. In those circumstances, an indemnity may not extend to any liability. It is difficult to provide an opinion on this hypothetical risk at this point in time, however, we raise it for your awareness in case further investigation is required.
- 6.5 In consideration of the limitations on the indemnity, we also reiterate our concerns that the insurance as set out within the Certificate of Currency provided to us does not comply with clause 28.2 as it does not include coverage for Council. Whilst we understand that further enquiries are being made, it is also appropriate that Council seeks clarification from its own insurance broker in relation to existing insurance coverage in circumstances where a Lessee does not extend its coverage in accordance with the present Lease. In other words, does Council have its own insurance that would cover any claims relating to the Saleyards.
- 6.6 Whilst we acknowledge that Council's enquiries of us in relation to insurance and indemnities are made purely to ensure it has adequate coverage, we are not aware of any existing claims upon which any party is seeking to make a claim.

7. **Alternatives available for Council**

- 7.1 We recommend that Council consider the following alternatives in the following order:
- (a) Negotiation with the Lessee for the early surrender of the Lease and a mutual Deed of Release to be entered into between both parties.
 - (b) In the event that the parties are unable to mutually agree upon a surrender of the Lease, Council should serve a Default Notice under the Lease in light of the Lessee's failure to comply with both clause 19 and 28 as identified above. The service of the Default Notice will then lead to a procedure whereby the parties can negotiate an acceptable outcome. Please note that the service of a Default Notice does not automatically close the facility. Accordingly, consideration needs to be given to whether the Saleyards can be used during the interim period.

8. Stop Use Order

- 8.1 In the event that the Lessee refuses to close the facility forthwith, Council should consider the use of a Stop Use Order (or other equivalent order) under the *Environmental Planning and Assessment Act* in its capacity as the consent authority.
- 8.2 In this regard, we draw your attention to clause 2.7 of the Lease relating to Council's discretion. This clause effectively empowers Council to wear two hats. Whilst it is the Lessor and owner of the facility and land, it also has obligations as a consent authority. Clause 2.7 expressly permits Council to utilise its powers as a consent authority irrespective of its obligations under the Lease.
- 8.3 The Stop Use Order may be utilised to order either an owner of premises or the person using the premises to stop using the premises if the building (which includes structures) are being used "*in a manner that constitutes or is likely to constitute a life threatening hazard or a threat to public health or public safety.*"
- 8.4 We consider Council has an obligation to proactively ensure the facility is safe, both in terms of its ownership of the facility and the Lessor, but also in terms of its role as the consent authority.
- 8.5 Ordinarily a Notice of Intention to serve an Order is required in advance of the service of the Order itself. However, in light of the statement made by SafeWork NSW on 1 May 2020, we recommend that Council issue the Order as an Emergency Order without prior notice and require immediate compliance.

9. Proposed resolution

- 9.1 We understand that Council officers are providing a report to the Council for its upcoming Council meeting and seeking resolution to progress with consideration of the above issues. In circumstances where Council does not have an automatic right to terminate the Lease forthwith, we recommend that Council consider a resolution along the following lines:

"Recommendation

1. *The Council delegate authority to the General Manager to:*
 - (a) *negotiate with the Lessee for an early surrender of the existing Lease on the basis of both parties entering into an appropriate Deed releasing one another from all claims and liabilities;*
 - (b) *In the event that the Lessee is not prepared to surrender the Lease prior to the expiration of the existing term, the General Manager is to serve a Notice of Default under the Lease.*
2. *In the absence of the Lessee voluntarily agreeing to cease operation of the facility forthwith, the General Manager is to serve the Lessee with an Order under the Environmental Planning and Assessment Act to immediately stop the use of the Saleyards pending compliance with all Work, Health and Safety obligations identified within the Safety Report of January 2019;*

3. *Council officers to investigate future alternatives for the Finley Saleyards, including, but not limited to, options to repair, develop, sell, pursue expression of interest campaign and then present a further report to Council for consideration.*"

10. **What to do with the Saleyards moving forward?**

10.1 We note that Council officers have also raised the question as to options that may exist for future use of the Saleyards in light of safety concerns and preliminary cost estimates.

10.2 We note that the writer has been involved in numerous saleyards being developed within other Council Local Government areas in recent years with significant investment from private enterprise and Government funding. Whilst we are uncertain as to the volume of stock and farmers that utilise the Finley Saleyards, it is appropriate that all alternatives are investigated moving forward. Alternatives may include:

- (a) An expression of interest campaign for the sale of the property together with all existing infrastructure. This would include express limitations on liability on the basis that any purchaser would be acquiring the facility on an "as is basis", meaning they would take over the responsibility for the repair of the yards and upgrade of the facility to ensure it complies with Work, Health and Safety;
- (b) An expression of interest for a long term Lease which includes investment in the yards in order to bring them up to appropriate Work, Health and Safety standards;
- (c) Investigation into any Government grants or funding that may assist Council to redevelop the facility in order to encourage long term investment;
- (d) Renegotiation with the existing Lessee for a long term Lease and a shared contribution towards upgrading the facilities. Perhaps this may enable partial use of the facility pending a staged development;
- (e) Sale of the property and facility to the Lessee with an option for Council to buy back the facility. We note that Council officers have raised this option and asked for the writer's advice on its merits.

Whilst this option is a possibility, it does present various issues in terms of probity and would require very detailed special conditions to be included in any Sale Contract to detail the basis, timing and price that Council would be entitled to 'buy back' the facility.

If the Lessee was to invest significant funds into the facility then you would expect that they would want exclusive use of the facility for an extended period of time to get a return on their investment. Furthermore, the Lessee would be entitled to recover the funds they have invested upon sale (at least at a depreciated value).

We can provide more detailed advice on the use of *put options*, *call options* and the alternative use of a *first right of refusal* if this appeals to Council.

11. Final Observations and Limitations of this Advice

- 11.1 We make the observation that the Safety Report is dated January 2019. Council and the Lessee have been aware of the Work, Health and Safety issues for in excess of 12 month. This presents a risk to Council that any incident that has occurred in the past (subject to statute of limitation period for commencing proceedings) may subject Council to risk of a claim for damages and/or a prosecution, investigation or penalty from statutory authorities.
- 11.2 In the event that a claim arises, there are defences that may be available to Council. It is difficult to provide definitive advice on a hypothetical basis, as each matter would be considered on its individual facts. However, defences available may include Section 731 of the *Local Government Act* which provides a defence to Council staff (and Councillors) if they have acted in good faith in the exercise of their powers and functions. Note that this defence does not extend to the Council itself.
- 11.3 The *Civil Liability Act* also provides defences to Council to the extent and capacity of its resources to undertake works. We note that Council's responses to SafeWork NSW raise the financial constraints on immediate compliance, but these must still be balanced with an assessment of whether it is safe to continue the use of the Saleyards before completion of the identified works.
- 11.4 We note that it is beyond the scope of our instructions to date to investigate specific breaches of Work, Health and Safety legislation. However, we make the observation that Senior Staff of Councils are ordinarily deemed to have director liability under Work, Health and Safety laws, which has the potential to expose individuals to liability.
- 11.5 In light of the email exchange with SafeWork NSW on 1 May 2020, it is incumbent on Council to act swiftly and order the immediate closure of the facility. Failure to do so exposes Council to potential liability irrespective of whether an incident, injury or death was to occur at the facility. This exposure to liability extends to potential individual liability to those Council officers with director responsibilities.
- 11.6 The mere continued use of the facility whilst on notice of the potential safety issues may constitute an offence exposing Council (and possibly Senior Staff) to substantial financial penalty and, in certain circumstances, may also extend to criminal offences that include possible jail.
- 11.7 Whilst we anticipate that Council will need to time to consider options relating to the future use of the Saleyards, it is our recommendation that in the interim the entire facility is closed. The preference is to negotiate this approach with the Lessee, but in the absence of agreement, Council should use its statutory powers to order the closure.
- 11.8 If you require any further assistance or clarification in relation to the advice above, please contact the writer.
- 11.9 We also note that the writer is available to attend the Council meeting to respond to any specific legal questions if that is deemed necessary or appropriate. We note that this can be arranged via a Zoom meeting or in person subject to Council's current arrangements in light of COVID-19.

We await your further instructions.

Yours faithfully
KELL MOORE

Per:



Matthew Rogers
Principal
Acc. Spec in Local Govt and Planning
Email: mrogers@kellmoore.com.au



 Items requiring Council Resolution

5.13 FUTURE OPERATION OF FINLEY SALEYARDS
AUTHOR: General Manager
FILE NO: 01.145.1
RECOMMENDATION: - that the Council

1. enter into a lease with Scanclear Pty Ltd in accordance with the lease documents contained within Appendix "D" and that all documents related to the lease be signed and sealed accordingly;
2. amend its organizational structure to delete all positions at the Finley Saleyards and that those positions that are permanent be declared redundant and the Council commence the procedures contained within the Local Government (State) Award to terminate affected staff;
3. establish a Saleyards Reserve Fund to provide for future works and services required at the Finley Saleyards and that an amount of \$20,000 be committed to that Reserve annually;
4. review the operation of the Finley Saleyards during May 2009 to determine the future method of operation of the yards;
5. commence a publicity campaign to advics the industry of the change in operation of Finley Saleyards and to introduce Scanclear Pty Ltd as the new operator.

REPORT
Introduction

The Council has, for some time, been concerned with the future of the Finley Saleyards. This concern has stemmed from a combination of declining stock turnover and subsequent revenue reductions and also the increasing cost of compliance to operate the yards and associated cattle and sheep sales.

This concern led to the following resolution being made at the Corporate Services Committee meeting held on 13th November 2007 with such resolution being adopted by the Council at its meeting held on 21st November 2007:

Items requiring Council Resolution

8.1 **MINUTES OF THE CORPORATE SERVICES COMMITTEE MEETING held on Tuesday 13th November, 2007.**

295 RESOLVED Crs: McLaurin and Webster that recommendations numbered 1 and 2 inclusive of the Corporate Services Committee Meeting held on Tuesday 13th November, 2007 be adopted.

4. FINLEY SALEYARDS –YARDS AND EQUIPMENT

AUTHOR: Director Corporate Services

FILE NO: 01.145.1

RECOMMENDATION No. 1 - that the Council:

1. subject to further Council inspection and meeting, accept the proposal to provide Saleyard Management Software and Radio Frequency Identification Device scanning equipment from Livestock Exchange Pty. Ltd. and Aleis International Pty. Ltd. as per their quotes of 4th September and 17th September, 2007, and;
2. undertake modification works to the yards, races and gates required to accommodate the sale procedure detailed by Livestock Exchange Pty. Ltd. and Aleis International Pty. Ltd.

RECOMMENDATION No. 2 - that the Council call for Expressions of Interest for lease of the Finley Saleyards and advise Finley Associated Agents of the Council's decisions.

The purpose of this report is to provide an overall review of the Council's position and events since the above resolution and to finalise the expression of interest process.

Background

The Council in 1977 acquired the two existing stock selling operations at Finley for a combined total of \$110,000. These two operations were combined onto the present site with the apparent aim of conducting one effective operation in lieu of the two competing operations.

Since that original purchase and consolidation the Council has invested in upgrading of the sheep yards, providing undercover cattle holding yards, provision of transit facilities, installation of liveweight selling equipment on an extended basis.

During 1999 the Council opened its most significant investment in the operation being the combined new selling and canteen complex and upgraded stack pens. This investment of approx \$800,000 was funded by loan funds and was seen as a step to establish a regional selling complex that

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could compete on a national basis and would have the capability of meeting future compliance demands.

This significant investment was accompanied by the appointment of a full time saleyards manager to develop and promote the facility.

The yards had a history of profitable operation and strong cattle turnover. The sheep sale was never considered a viable market due to low numbers of local stock, strong regional competition, and the inability to conduct weekly sales. Ironically the sheep sale was a more profitable operation due to its low operational costs.

All profits from the saleyards operation were historically retained by the business and reinvested in the operation. The implication of this is whilst the yards historically operated at no cost to the Council it also never made any contribution to the Council's General Fund. Despite this historic position the Council previously agreed to financially sustain the operation during the present times of low stock turnover.

Despite the Council's investment, stock turnover commenced what can now be seen as a long term decline.

This decline has, over an extended period, seen cattle turnover decline from a high of over 3,000 cattle per week to perhaps 400 - 500 a fortnight.

This period of reduced turnover has been accompanied by a reduction in the number of local stock agents from 7 to 4.

As a result of this decline revenues have declined accordingly whilst expenditure levels have not matched this and has created a situation where the operation is incurring sustained losses.

Expenditure reductions have not been able to match revenue declined as they have reached the minimum cost of operating the yards with any further reduction resulting in business closure.

The decline in cattle turnover has been the result of several key issues, namely:

- Sustained drought conditions;
- Competition from other forms of selling;
- Increased corporatization of stock agents; and
- Transfer of Cobram Abattoirs from a cattle and sheep processing facility to a sheep processing facility only.

Items requiring Council Resolution

The future of the yards will continue to be affected by the above factors. The only variable in the above is the present drought conditions however even if these abated immediately they is a long lead time before cattle numbers will return to historic levels.

It is fair to conclude that despite the Council's best endeavours since 1977 the Finley Saleyards have reached a situation where they either need to be closed to eliminate exposure to future losses and subsequent reductions in the Council's other activities or the Council has to find another operational method that shelters or at least minimizes the Council's exposure to ongoing losses.

This searching for alternatives to both maintain the yards as an operating entity and to protect the Council's ongoing interests resulted in the Council's resolution of November 2007.

The primary reason for the Council owning and operating the yards is to provide a venue for the sale of livestock in the region as a service to local vendors and agents. This has been a benefit to not only the vendors and agents but an economic, if hard to quantify, benefit to the community of Finley.

The ownership of the yards is a separate question. Council ownership of the yards has allowed some financial support of the facility in recent times, but in the end, Council ownership of the facility provides no guarantee that the yards will remain operational. The Council is still subject to the same financial pressure as other industry participants. In times of financial pressure, businesses will focus on their core activities, and as a non-"core" activity of the Council (as opposed to roads, water, sewer, rubbish, parks, libraries etc.) the saleyards are especially vulnerable.

Provided the saleyards remain available for use, there is little specific benefit for the community in having the Council operate the yards. Through ownership of the facility and through its regulatory role, the Council can still support and monitor the use of the facility. Public ownership and private management of Local Government facilities is a common method of providing services and is used widely in areas such as swimming pools and caravan parks.

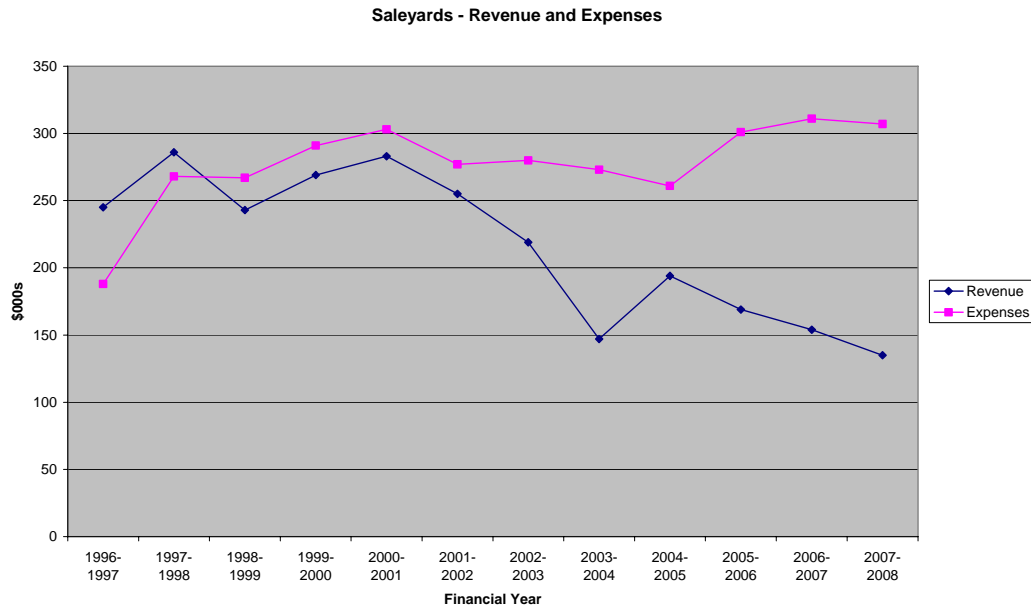
Present situation

- Financial position

The present financial situation of the Saleyards can probably be best illustrated by the following graph of longer term revenues and expenditures.

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The graph confirms earlier advice that whilst revenues have declined significantly costs have remained relatively constant.



- Reasons for financial position

In recent times, declining revenues have seen the Finley Livestock Exchange return operating losses every year since 1998-99. Initially small, these losses grew larger following a sharp decline in revenue from 2002-03 onwards. In 2006-07, the saleyards made a loss of \$219,000, based on revenue of \$162,000. This loss included a significant one-off legal expense. The 2007-08 statements are still being prepared but a similar result is expected given a further decline in revenue for the year to \$139,000 and only minor cost savings expected.

While the position for the incoming financial year is forecast to improve slightly as a result of the finalisation of the saleyard loan in 2007-08, any further drop in revenue will soon wipe out these gains. On an operating basis, the yards are expected to record an operating loss of around \$119,000 for 2008-09 should it continue operations.

The net equity held in the saleyards activity is now only \$469,000 and on current trends could be in a negative equity situation by 2011-12.

It is important to note that on a cash basis, the Council will not recover the entire amount of this loss upon ceasing operation of the yards, either through shutting the facility down or leasing the facility to another party.

The Council recovers \$65,000 in administration charges from the saleyards activity, to cover the cost of providing administration support such as accounting, management, secretarial and clerical support and others. It is

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unlikely that the Council will be in a position to reduce these overheads if the saleyard activity is closed and therefore they will need to be recovered elsewhere.

In addition, the Council will continue to record a depreciation expense of \$44,000 for the facility. On a cash basis alone, the Council will record a \$10,000 deficit.

Without Council's overheads, depreciation and wages commitments, it is possible the Finley Saleyards may return a modest profit to a private operator.

Profitable operation of a saleyard facility is largely dependent on throughput. Most of the costs involved in running the yards are fixed; i.e. electricity, Saleyards Manager's salary, telephone etc. There is not much scope to reduce costs and maintain an effective and safely operable yards. Revenue, on the other hand, is almost solely dependent on the number of animals sold through the facility. Cattle numbers have fallen from a peak of 3,500 per week to averaging around 500 per fortnight at present.

Therefore when the level of sales fall, revenue falls in almost direct proportion and costs mostly remain static. Sales have fallen continuously over the past 10 years. The reasons for this are discussed above however the only possible improvement will be through abatement of the present drought and even if this occurs stock numbers are estimated to take between 5 – 10 years to return to historic levels..

- Status of facilities

The assets at the saleyards principally comprise three elements.

Firstly is the selling area/offices/canteen that is approximately ten years old and is in good condition. Realistically at 10 years of age this area is due for maintenance such as painting and minor repairs however no major concerns or cost exposures exist.

Secondly is the cattle yards area which ranges in condition from very good to average. This area of the operation requires some immediate upgrading/renovation work and requires ongoing investment in pen upgrades etc. The cost of pen renovations and catwalk improvements is not known at this time but is considered reasonably significant.

Thirdly is the sheep yard area which is in good condition and only requires routine maintenance and improvement.

In addition to the above is the technology and equipment required to comply with NLIS requirements. This has been a challenge for the Council and at

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present the hand scanning solution is only appropriate in the short term and while turnover remains low.

The transit yards, whilst not a key issue, are not in as good a condition and the future of these yards will need to be reassessed. These yards do have some potential to be recycled to improve some of the existing part timber yards.

- Economic value

The economic value to the community is difficult to assess however it is safe to say that it has steadily declined over the medium term for a variety of reasons. Whilst the economic value is not huge it is nonetheless important and in simple terms provides a small number of direct part time jobs with a number of indirect jobs dependant upon operation of the yards as well.

This economic value is unlikely to be significantly affected unless closure of the saleyards occurs. Conversely, if saleyards utilization and turnover could be increased the local economic benefit could be increased.

The yards are also seen by the community as an important resource for local farmers, providing them with a local venue to sell their stock. While farmers will of course look to sell where they feel they can get a reasonable price, the local facility does provide them with a local option.

FUTURE OPTIONS

In taking the future of the saleyards forward three broad options exist and these are discussed below. Obviously, there are derivatives of these broad options however the evaluation will be confined to the three key options.

- **Evaluation of continued Council operation**

In assessing continued Council operation of the saleyards the following table summarizes the key issues:

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Issue	Positive	Negative	Comment
Assures future operation of the saleyards	✓	x	Council operation continues to expose the yards to risk of closure while operating at a loss as it withdraws funds from core activities. The Council has some leaning to a community service obligation which a private operator would not.
Future cost exposure		x	Council entirely responsible
Protects the Council from future liability exposure	✓	x	Whilst not protecting the Council from exposure the Council is at least in control of the operating environment.
Maximizes local economic benefits		x	The Council is less likely to be a risk taker in terms of expanding use of the yards despite the fact that it may be more capable of sustaining a loss making operation.

RESOLUTION

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Issue	Positive	Negative	Comment
Maximizes use of the saleyards		x	The Council is less likely to be a risk taker in terms of expanding use of the yards despite the fact that it may be more capable of sustaining a loss making operation.
Maximizes efficiency of saleyards operation		x	A private operator is more likely to maximize yards promotion and to try alternative yard uses
Enhances capital investment at the saleyards	✓	x	Depends upon the financial position. The Council's investment is not entirely profit motivated whereas a private operator is more likely to be dependant upon profits to generate investment funds and more heavily influenced by return on investment.
Provides other community benefit	✓		Council operation provides a degree of assurance of continued community benefit

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Evaluation of continued operation by other

In assessing operation of the saleyards by another the following table summarizes the key issues:

Issue	Positive	Negative	Comment
Assures future operation of the saleyards		x	Private operation will be more driven by the ability to generate profits and less able to sustain losses than the Council would be.
Future cost exposure	✓		Council's financial exposure would be limited
Protects the Council from future liability exposure	✓		Whilst not entirely protecting the Council from exposure it would be reduced.
Maximizes local economic benefits	✓		A private operator is more likely to grow the business than the Council is.
Maximizes use of the saleyards	✓		A private operator is more likely to take on alternative activities at the yards to boost revenue and operational efficiency.

RESOLUTION

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Issue	Positive	Negative	Comment
Maximizes efficiency of saleyards operation	✓		A private operator is more likely to maximize yards promotion and to try alternative yard uses and can possibly spread staff costs over a larger range of activities.
Enhances capital investment at the saleyards	✓	x	Depends upon the financial position. The Council's investment is not entirely profit motivated whereas a private operator is more likely to be dependant upon profits to generate investment funds and more heavily influenced by return on investment.
Provides other community benefit	✓		Private operation provides a degree of assurance of continued community benefit

- **Evaluation of closure**

In assessing closure of the saleyards the following table summarizes the key issues:

Issue	Positive	Negative	Comment
Assures future operation of the saleyards		x	Operation would not continue.

Items requiring Council Resolution

Issue	Positive	Negative	Comment
Future cost exposure	✓		Council's financial exposure would be limited to that surrounding site and facility management.
Protects the Council from future liability exposure	✓		Whilst not entirely protecting the Council from exposure it would be greatly reduced.
Maximizes local economic benefits		x	There would be no economic benefit if no alternative use exists.
Maximizes use of the saleyards		x	There would be no use of the yards.
Maximizes efficiency of saleyards operation			N/A
Enhances capital investment at the saleyards			N/A.
Provides other community benefit		x	No community benefit.

EXPRESSION OF INTEREST RESULTS

At the Corporate Services Committee meeting on 13 November 2007, the Council resolved to seek expressions of interest for the future operations of the saleyards.

In order to seek a wide variety of options the terms of the EOI request were very broad and included outright purchase, lease, contract management or a mixture of all three with no specific closing date set. The expression of interest was advertised in local newspapers and in agricultural publications.

RESOLUTION

Items requiring Council Resolution

While some interest from the media was apparent, there was little response to the EOI from the industry. An informal approach from Regional Infrastructure Pty Ltd, a joint venture established to create a series of regional saleyards in Eastern Australia. Their interest was not so much in operating the existing facility but in developing a new facility. No formal EOI was received from them.

The other expression of interest received was from Scanclear Pty. Ltd. The General Manager and the Director Corporate Services initially met with the principal, Brendan Carey during February 2008 to allow him to inspect the facility. A further meeting in March 2008 allowed a Council working group to meet with Mr Carey to discuss further opportunities and concerns. Another meeting with Scanclear representatives was held in Berrigan on 9 April 2008 to discuss financial and operational matters. Resolution of these matters saw a formal expression of interest submitted by Scanclear on 23 April 2008.

The EOI submitted was for the lease of the facility for a twelve month initial period followed by a further 5x5 year renewal option along with a series of other conditions (it should be noted that during discussions and also considering the Council's, now, "caretaker mode" the lease resulting from the evaluation is for a single twelve month period and is entered into on the intention of this progressing to a 5 x 5 lease). Given that this was the only formal EOI submitted and it would allow the Council to step away from the day-to-day operation of the facility, a decision was made to pursue this option. It was requested by Scanclear that these discussions would be initially kept as "commercial-in-confidence"

Kell Moore Solicitors were commissioned to prepare a lease document based on the EOI submitted and taking into account the Council's requirements. A further meeting was held on 22 July 2008 at Finley with both parties legal representatives to finalise any concerns on the wording of the lease. Mr Carey met with the Council at the Corporate Services committee meeting on 12 August to allow him a forum to discuss his plans for the facility.

EVALUATION OF SCANCLEAR PROPOSAL

- **Lease summary**

A copy of the proposed lease is circulated with this agenda as appendix "D".

The agreement with Scanclear consists of two documents:

- The lease with an annexure; and
- An operation and management agreement.

The lease is designed to deal with the matters that relate to the occupation of the facility by Scanclear and create a landlord/tenant relationship between the

Items requiring Council Resolution

two parties. The operation and management agreement deals with matters other than the occupation of the facility and relates to the manner in which Scanclear will run their operations.

Key points from the lease, based on standard commercial lease terms, are:

- A 12 month initial period with an option for both parties to withdraw at that stage.
- Rent to be charged at \$1 per year for the initial year, with rent following any renewal to be calculated at 3% of gross revenue over \$185,000.
- That Scanclear is pay for all utilities and services for the facility
- The facility is provided on an "as-is" basis, with no guarantee of suitability of purpose.
- That Scanclear is responsible for all necessary licences and permits to operate.
- As a general principle, Scanclear is responsible for general and routine maintenance and the Council will be responsible for structural repair, latent defects and fair wear and tear other than those caused by the Lessee's negligence.
- The Council is required to hold an insurance policy for the buildings and the plant and equipment in the building.
- That Scanclear is required to hold public risk insurance to the value of \$10,000,000, insurance for Scanclear's property and worker's compensation insurance.
- With the Council's approval, Scanclear has the right to sub-let any part of the facility, or to assign the lease to another party.
- The Council reserves the right to use the facility to impound stock where necessary, without interfering unduly with the operation of the facility.
- Mediation of any disputes must be attempted before legal action is commenced by any party

Key points from the operation and management agreement are:

- Confirmation of Scanclear's and the Council's responsibility for maintenance of the facility.

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Items requiring Council Resolution

- That Scanclear is to operate the facility in accordance with the National Saleyards Quality Assurance guidelines.
- That Scanclear is responsible for animal welfare and disease control at the facility
- Scanclear will provide adequate personnel to operate the facility and maintain his business in good order and is responsible for occupational health and safety matters.
- Scanclear will provide a written report to the Council every quarter with details on the operations such as the number of stock sold and gross revenue received.
- Scanclear will provide all equipment needed for the operation of the facility and is responsible for all promotional signage.
- Confirmation of public risk and worker's compensation insurance requirements

- **Corporate checks etc**

The Council's due diligence process included obtaining an extract of Scanclear Pty Ltd's activities from the Australian Securities and Investment Commission.

While the information provided is necessarily limited, the extract did not show any information that would cause the Council any concern.

- **Business synergy/integration**

Scanclear were commissioned by the Council to undertake hand-scanning of cattle in 2008 following the failure of the existing automatic scanning equipment.

The company has, in general, performed this task reliably and has worked well with the Council's staff, the agents and regulatory authorities such as the DPI.

Given the company's roles in other saleyards in the region, it is reasonable to consider that operation of the Finley saleyards would fit well into their business structure.

Items requiring Council Resolution

- **Staff**

Scanclear have committed to providing trained and qualified staff to operate and maintain the yards. The company employs mainly part-time staff, mostly sourced from the local area where they operate.

Scanclear have expressed to the Council a willingness to consider employing the existing saleyard employees, given their experience in operating the saleyards and computer systems.

- **Industry knowledge**

Scanclear Pty. Ltd., based in the Shepparton region, are a saleyard solution supply company with a background in providing National Livestock Identification Scheme scanning solutions for saleyards throughout the region including Shepparton, Cobram and Deniliquin. As discussed above, Scanclear have been providing scanning services at Finley for some time now.

The principal of Scanclear, Brendan Carey, has formal qualifications in saleyard operation and management and relevant experience as the assistant manager of the Shepparton Regional Saleyards from 2000 to 2003.

FUTURE ISSUES

- **Risk management/OHS**

The Council's insurers, Statewide Mutual, have been involved in drafting the terms of the lease, in particular the clauses regarding the lessee's insurances and indemnity. Representatives from Statewide Mutual have been supportive of the Council removing itself from the operations of the yards, although it is unlikely to make a large difference in Council's insurance premium and future risk overall.

Stepping back from the operation of the yards does not remove all risk to the Council. The indemnity offered in the lease does not cover all circumstances and the Council, through its continued ownership of the saleyards, cannot pass all risk onto the lessee. It is important that the Council would shift from being a property owner and saleyards manager to being a property owner only. This does not remove any of the OHS or public liability risks that emanate from the facility itself. The Council will also need to continue its ordinary property insurance as cover against the potential loss or damage of the facility.

Items requiring Council Resolution

- **Staff redundancies**

Management has met with the saleyards staff and advised them that their positions would now be redundant. The two permanent staff members were offered a package to resign in lieu of redundancy. This was refused and therefore the two positions need to be made redundant. An allocation for these amounts will be included in the next quarterly budget review.

While the lessee has expressed an interest in hiring skilled staff to operate the Finley yards, ultimately any decision to employ the affected staff is his alone.

- **Business continuity/resumption**

One of the issues associated with a proposal to lease the operation of the saleyards is the risk of the Council having to assume the operation at some later date.

Whilst some precautionary measures such as retention of kitchen equipment are provided for and, of course assuming the facility is in an operational state, the greatest issue likely to confront the assumed responsibility will be the attraction of staff competent to operate the facility from day one.

The proposed lease does is initially for a single twelve month period. It will be critical that the proposed quarterly reviews clarify progress towards a new 5 x 5 lease so that the Council can commence process for resumption if no extension is envisaged.

Issues such as provision of basic equipment and computers etc to restart the operation are considered minor.

- **Repairs/improvement fund**

If the facility is leased the Council becomes the property landlord and is required to maintain the basic asset and to improve it to meet changing regulations. The financial impact of this is largely unknown and it is suggested that it would be prudent to establish a maintenance reserve. Such a reserve would require annual contributions that would attempt to even out the required future maintenance/improvement costs.

Initially, it would be appropriate to contribute \$20,000 pa to the reserve however this figure can be reviewed as experience is established. It is possible that the reserve will not be adequate to meet all future costs.

The Council is aware that improvements to the cattle yards catwalks are required and whilst the cost associated with those improvements are not known they will not be accommodated within the suggested reserve fund.

Items requiring Council Resolution

The Council can, of course, elect not to establish such a fund however this is not recommended.

- **What won't be achieved through leasing the facility**

Any such lease cannot guarantee future operation or viability of the yards nor can it change absolve Council of all responsibility for the yards.

A lease cannot guarantee the acumen of the lessee to successfully operate the business.

These two factors are considered legitimate business risks to be assessed by the Council. If those risks are considered material then the Council in turn needs to consider whether it should lease the yards at all.

Any lease arrangement will not relieve the Council of all financial exposure associated with the yards. Such a lease will however minimize the Council's future financial exposure.

- **Effluent disposal**

The saleyards is a significant generator of effluent that flows to the Council's Finley Sewerage Treatment Plant. Therefore, despite any lease of the saleyards the Council has an ongoing interest in effluent disposal from the yards. The lease proposes that the Council will be responsible for the effluent from the point before it is pumped to the treatment ponds at Broockmann's Road. This proposal removes responsibility for the pump and underground sewer system from the lessee and also provides the Council with the capacity to not accept the flow if this is necessary. The Council will continue to operate the treatment ponds.

- **Transit yards**

The transit yards and the land upon which they are situated are included in the proposed lease. It is agreed with the proposed lessee that this will be reviewed prior to expiration of the initial one year lease term.

TRANSITION

- **Things needing to be done**

Handover the facility will require a range of activities to be undertaken, in between the continued operation of the facility. Some of these tasks are underway already and the rest are scheduled to take place immediately following the sheep sale on 19 August 2008. These include:

Items requiring Council Resolution

- Cleaning of the facility - to be carried out by contractors
- Minor building maintenance works including some minor painting and clearing of gutters and drains.
- Servicing of the various air-conditioning systems.
- Repairs to some pressure piping and pumps in the holding yards.
- Maintenance of the gardens and surrounds, including removal of most of the garden and tidying the remainder, weed spraying and tree pruning
- Confirmation of the Council's existing quality systems and software maintenance agreements.

When these works are complete, a video dilapidation report will be jointly prepared to record the existing state of the facility.

Should the leasing arrangement be approved and an appropriate lease signed, the Council will then need to make stakeholders and the public aware of this decision. This would involve a publicity campaign, written notice to regulatory and industry bodies and formal notification to the agents and staff. It may also be appropriate to conduct a formal handover function at the facility with Scanclear representatives and to hold an informal function with the Council's saleyard employees to thank them for their service.

- **Timing of changeover.**

Given that the Council approves the lease, it is planned to hand over the facility on 28 August 2008 and Scanclear would be responsible for the cattle sale on 29 August 2008

CARETAKER MODE

As of nomination day, 13th August 2008, the Council enters into caretaker mode. The intention of caretaker mode is that the existing Council is the caretaker of the Council's operations until a new Council is elected.

As the Council is a caretaker it should not make decisions that are controversial or bind any future Council to a long term position that may not be in accord with its wishes.

The proposed lease decision is not believed to contravene the caretaker conventions as it has an initial one year lease term that allows the Council to opt out at that time without penalty. The Council would of course, be confronted with the issues discussed above related to restarting the business.

CONCLUSION

In considering the future of the Finley Saleyards only the continued Council operation and management by others option provide for the ongoing operation

Items requiring Council Resolution

of the yards. It must also be noted that these options do not guarantee future operation in the medium to long term.

Assuming that the Council prefers to see the yards continue to operate the closure option can be excluded from the available options.

After assessing the above information it appears that the proposal to lease the facility to Scanclear P/L provides the greatest security for continued operation of the yards as a community facility and also limits the Council's future financial exposure should the current trend of declining stock turnover continue.

Scanclear appears to have the capability of successfully managing the yards due to the previous experience of the principal and his ongoing experience in the industry.

The mutual option contained within the proposed lease to allow termination by either party after twelve months allows for a thorough period of review and provides the capacity for the Council to retake control of the operation if it believes it is in its best interests to do so.

It is also worth noting that the continued reduction in real funds available to the Council through the continued application of rate capping at unrealistic levels severely limits the Council's ability to sustain operations such as the saleyards regardless of the Council's preference that may be for continued Council operation.

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Saleyard Fees - Cattle

Comparison between regional yards.

Source: Livestock Saleyards Association of Victoria Inc. - Saleyards Service Directory

	Finley	Deniliquin	Shepparton ¹	Wagga Wagga ²	Cobram
Yard dues	\$ 5.16	\$ 6.20	\$ 7.37	\$ 5.30	\$ 4.40
Weighing	\$ 2.70	\$ -	\$ -	\$ -	\$ 1.65
NLIS	\$ -	\$ -	\$ -	\$ 1.70	\$ -
	<u>\$ 7.86</u>	<u>\$ 6.20</u>	<u>\$ 7.37</u>	<u>\$ 7.00</u>	<u>\$ 6.05</u>

1. This varies according to the price received per head. This is a median value

2. This varies according to the number of head per lot. This is a median value

Agents fees are calculated on varying basis including annual charges, charge per head, percentage of vendor dues and office rental



Finley Saleyards Investigation and Report January 2019

TO INVESTIGATE EXISTING AND POTENTIAL SAFETY CONCERNS AT FINLEY SALEYARDS AND
PROVIDE A REPORT DETAILING PRIORITISED SOLUTIONS AND THE ESTIMATED COSTS OF
RECTIFICATION

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EXECUTIVE SUMMARY

ProWay has completed a review of the Finley Saleyards and discovered the safety concerns of the stakeholders in terms of the current infrastructure within facility and how it performs when compared to industry best practice. This has been undertaken with the understanding that Finley Saleyards, as a saleyard with a relatively small throughput, has restrictions on its capacity to best practice.

Notwithstanding these restrictions, ProWay has provided options with regard to infrastructure investment that will improve work health and safety, safety to other users of the saleyards and animal welfare:

- 1) ProWay has recommended that the Berrigan Shire Council upgrade two of the current loading docks with new forcing yards
- 2) Build nibs on the front of the retaining wall to change the angle the truck when parked for loading and unloading
- 3) Install a new loading out facility with a modern design that promotes cattle flow and operator safety. This loading ramp would service both the bottom deck and top deck of a cattle truck. The gradient of these ramps is such that unloading cattle (especially those in weak condition) is easier than using the steep internal ramps of the truck
- 4) Construct a 24m x 8m roof over the two lanes used to stack cattle in before the sale ring to provide shelter for staff.
- 5) By far the biggest problem from a WH&S point of view is the problem the main cattle yards have with the gates not stopping against the other side of the lane. If a beast was to hit the gate with a person standing behind it there is potential for severe injury. A design with pricing has been provided to strip the internals of the saleyards, which are old and hard to maintain and renew this area
- 6) New ceiling fans for the sale ring gallery
- 7) Safety Hide for operator letting cattle out of the ring
- 8) Replace the existing sheep ramps with new ones that are raised and lowered by an electric hoist. The angle of the ramps to be changed so that the trucks do not have to drive across the road when backing up to them. New sheepyards at the base of the ramps are required for the modification
- 9) ProWay recognises that there is very little shelter in the sheepyards for both animals and operators. It is for this reason that there are two types of rooves proposed.
 - a. Rooves over the draft areas
 - b. Covered Walkways over the buyers'/sheep lanes
- 10) The installation of six new ceiling fans in the buyers' gallery around the sale ring would make it much more comfortable during hot summers
- 11) The Sheep ramp known as "Ramp 5" which faces Townsend Street (in the north east corner of the complex) is too close to the road so it is proposed that the angle of this ramp changed so that B Doubles can use this ramp and have access to the back-holding yards.
- 12) Like the main sheepyards, there is a draft over the back that would benefit from a roof over it.

1. PROJECT OVERVIEW

Introduction

The Berrigan Shire Council (BSC) owns Finley Saleyards. The facility caters for the sale of cattle and sheep for the local region but also attracts stock from western NSW and Victoria. The Saleyards is important infrastructure that enables transparent transaction of livestock on behalf of livestock producers. The facility was reconstructed by the BSC and opened in July 1989.

This report aims to identify key safety concerns for the stakeholders and the cost required to correct them.

Background (Council's Words)

The Finley Saleyards are located on Hamilton Street Finley NSW. The saleyards are owned by Berrigan Shire Council and leased to Scanclear Pty Ltd to operate. There are separate and dedicated sheep and cattle ramps and yards on the premises.

At present, the saleyards host one (1) sheep sale and (1) cattle sale per fortnight. Over the past two years the numbers at sheep sales have been as low as 750 head and as high as 10,900 head with most sales until recently between 3,000 to 4,000. Cattle sales have been between 250 head and 1,260 head with a rough average of around 400-500.

The yards have been constructed over a period of time with the last major works in 1999, being the installation of a sale ring including scales for pre-sale weighing. In the interim, the facility has gradually deteriorated and what was once considered a quality venue has areas within it which are sub-standard at best.

In 2008, Council sought to offset losses in the management of the Finley Saleyards by entering into a lease agreement with Scanclear Pty Ltd.

Prior to this, Council was investing heavily to maintain and upgrade the facility in the face of declining stock numbers and changes to the operating environment including closure of regional meat processing facilities, drought, and increased regulatory compliance.

Within the agreement, the facility is provided on an as-is basis with no guarantee of suitability of purpose. Scanclear Pty Ltd is responsible for general and routine maintenance, whilst Council is responsible for structural repair, latent defects and fair wear and tear other than those caused by the Lessee's negligence.

Scope

1. Investigate existing and potential safety concerns relating to the infrastructure at Finley Saleyards. This will include consultation with the following groups at a minimum;
 - o Berrigan Shire Council
 - o Scanclear Pty Ltd
 - o Finley Associated Agents
 - o Livestock Transport Association
 - o Other individuals as directed by the Council

2. Provide a report to Berrigan Shire Council, including;
 - o Identification of existing and potential safety risks relating to infrastructure
 - o Prioritised options and recommendations to eliminate or mitigate those risks, including estimated costs where appropriate and required.

2. IDENTIFIED SAFETY CONCERNS AND RECOMMENDATIONS

Item 1 Renovate Two Cattle Forcing Yards.

The unloading and loading area for the cattle yards are made from steel post and rails. They were primarily designed for unloading with little thought as to how to load cattle that can sometimes be stubborn. The forcing yards are too big for the operator to apply pressure on the cattle to make them run onto the truck.

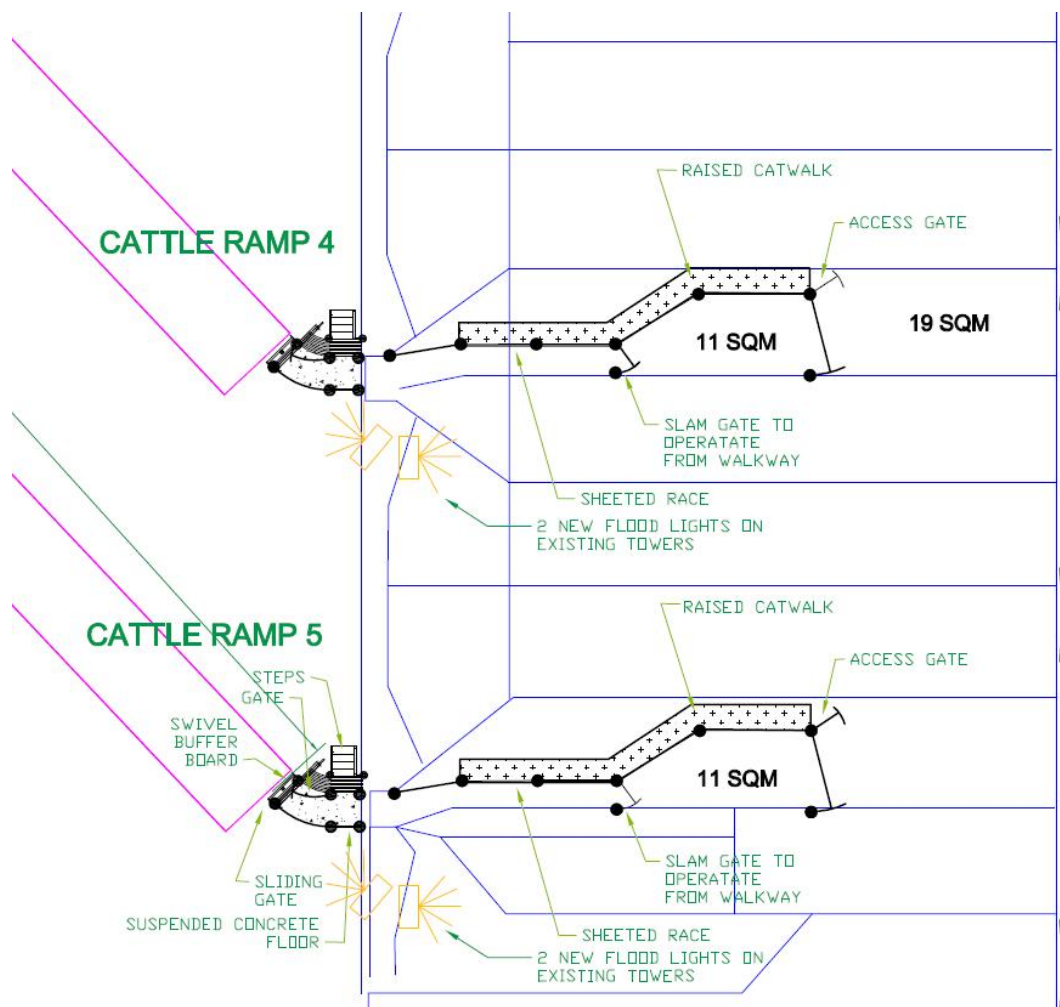
It is proposed to renovate the forcing yards behind ramps 4 & 5. The yards would reduce the area the cattle can turn around in and allow the operator to stand on a low-level walkway separated by a fence from the cattle for protection. There would be a 'slam shut' gate at the beginning of the single file race that can be quickly opened and closed by the operator standing on the walkway.

The introduction of these new forcing yards will make loading safer and easier.

New lighting using existing poles has been allowed for in the pricing recommendation.



Pic Above- Current loading area with Hamilton street running north south on the left



Drawing showing new forcing yards and ramp nibs

Item 1

1 Cattleyard

Cost to supply and build two new forcing yards with raised walkway to make existing ramps easier and safer for the operator to load cattle.
Includes supply and install 6 of 220w LED flood lights on 3 existing poles.

INCLUDED FEATURES	DESCRIPTION
Description	Cattleyard forcing yards
Rail Type	50NB Galvanised pipe (60.3mm OD)
No of Rails	6
Post Type	80NB Galvanised Pipe for longevity
Height	1750mm
Rec Hole Size/depth	300 x 800mm
Race Width	760mm inside
Type of bolt latches on gates	Lock open haz catches are a spring loaded catch that is quick and easy to use. The catch is in line so does not pose a bruise point for cattle. The bolt can be locked open eliminating potential hide damage and bruising.
Gates with chain and chain slot	The gates come with a 12mm thick heavy duty plate with L shaped slot for overnight use and a quick slot for normal use. The heavy duty 10mm chain also allows gates to be chained back to fences or together if required
3.4 sheeted force and race	sheet helps cattle to focus on the way and protects operator from kicks
Marking out of post holes	ProWay take the responsibility of marking out exactly where the post holes need to be dug
Raised walkways	Elevate the operator above cattle in races and force areas providing safer access to cattle

Price Excl GST	GST	Price Incl GST
24,947.64	2,494.76	27,442.40

Item 2 Ramp Nibs.

At present the trucks park at 90degrees to the saleyards when loading and unloading cattle. There is a total distance of 25metres from the front of the ramp to the road. This may have been appropriate when the yards were built but with the introduction of B double can figurate trucks, there is not enough room for them to manoeuvre safely. The trucks are required to drive right across the road (Hamilton Street) with their front wheels going further past the western gutter. To be able to get straight enough to back onto the ramp. This is especially dangerous at night (or foggy) with cars driving along the road with poor visibility.

The trucks back up to a straight retaining wall. There is more chance that an unaware person could be crushed against the wall as the full width of the truck is flush with the wall. To give the trucks more distance in front of the ramp, truck nibs have been designed to put the trucks on a 45degree angle giving them a better approach and a distance of 34m in front of the ramp.

The ramp nibs would have swivelled buffer board which fills in the gap if the truck isn't quite square and stops legs getting broken. There would be a sliding gate on the ramp which is important to be able to close this to give the operator protection from cattle whilst closing the door of the truck.

The nib would also have a man gate to get into and out of the truck. Stairs from ground level would be built to conform with AS1657 whereas the current ladders from ground level to the top of the retaining wall do not comply.

By only changing the angle to these two ramps and not all of them will still let the car traders and utes to be able to use their current ramps (i.e. ramps 1 & 2).

Item 2

2 Custom Cattle Ramp

Cost to supply and install two ramp nibs to get the trucks on a 45 deg angle
Ramps 4 and 5

Price Excl GST	GST	Price Incl GST
16,940.00	1,694.00	18,634.00



Pic Above- Current ramp loading docks

Item 3 Double Deck Loading Ramp & Force Yard

A two-deck loading ramp has been designed into the proposal. It would be driven by an electric hoist. This would allow cattle to walk onto the top deck of a semi-trailer at a gradient that is less than using the internal ramp of the truck and aid loading and unloading.

If cattle are weak then getting them off the top deck can be very difficult using the internal ramps. Cattle are often slip and fall over and are difficult to get out of the truck.

The forcing yard has a walkway around it, so the cattle and operator are separated making it safe. The gate in the force yard follows the edge wall and stops using a ratchet system that crowds the cattle towards the ramp making loading easier with less stress on the operator & cattle.

This set up would be state considered industry best practice and would serve the commercial carriers to a standard they are enjoying at other locations.

Item 3

1 Cattleyard

Lead-up yards, rotary force yard and race going up to proposed 9m Adjustable cattle ramp.
Includes supply and install 2 of 220w LED flood lights on ramp gantry and a new one mounted to exiting roof.

INCLUDED FEATURES	DESCRIPTION
36 sqm slab in force and race	supplied and laid with grip for cattle
Description	Cattleyards
Rail Type	50NB Galvanised pipe (60.3mm OD)
No of Rails	6
Post Type	100NB Galvanised Pipe for longevity
Rec Hole Size/depth	300 x 800mm
Height	1750mm
Race Width	760mm inside
Gates with chain and chain slot	The gates come with a 12mm thick heavy duty plate with L shaped slot for overnight use and a quick slot for normal use. The heavy duty 10mm chain also allows gates to be chained back to fences or together if required
Sheeting	2mm thick galvanised sheeting
Type of bolt latches on gates	Lock open haz catches are a spring loaded catch that is quick and easy to use. The catch is in line so does not pose a bruise point for cattle. The bolt can be locked open eliminating potential hide damage and bruising.
Cap rails above gates	Cap rail 2200mm above ground for added strength.
Marking out of post holes	ProWay take the responsibility of marking out exactly where the post holes need to be dug
Rotary Force Yard	Maximises WH & S as it separates handlers from cattle in force yards. The safest and most efficient type of forceyard.
3/4 sheeted panels on inner race	prevents legs and heads getting caught between rails also promotes stock flow
Fully sheeted outer race	encourage stock flow as cattle focus on handlers and not distractions in adjoining pens
Quick access man gates	These mangates provide quick and safe movement through your yards. The manway door is spring loaded and has a spring catch which is quick and simple to use
Raised walkways	Elevate the operator above cattle in races and force areas providing safer access to cattle

1 9m Adjustable Cattle Loading Ramp (from ground level)

Supply and construction of Loading ramp featuring:

- Heavy duty construction
 - Fully sheeted sides
 - Walkway and handrail
 - Truckie access door
 - Sliding gates at truck end
 - Self locking safety bar
 - UB H frame
 - Kito ER 2030S Hoist - 3 tonne / 3 Phase with trenched power
- Includes 12.5 degree permanent heavy duty leadup cattle ramp
- Rises up over 5m
 - Designed for concrete floor
 - Sheeted SHS sides

1 Safety Fence Panels for Adjustable Ramps

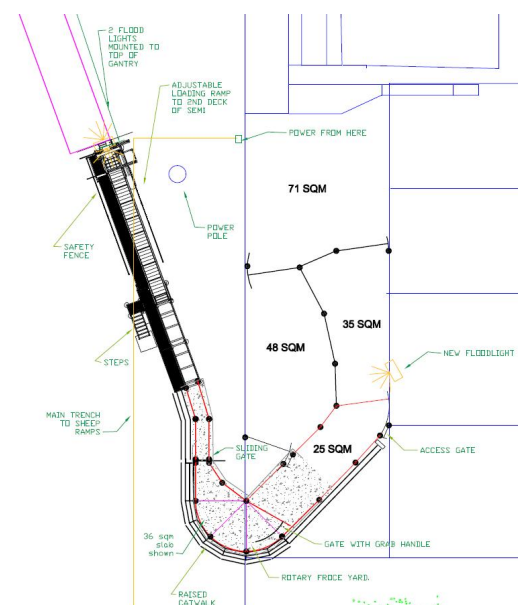
Supply and installation of fence for cattle ramp

- Set of fence panels for area surrounding ramp
- SHS frames with 50x50x3 galvanised mesh
- Designed to exclude personnel from the area underneath the ramp

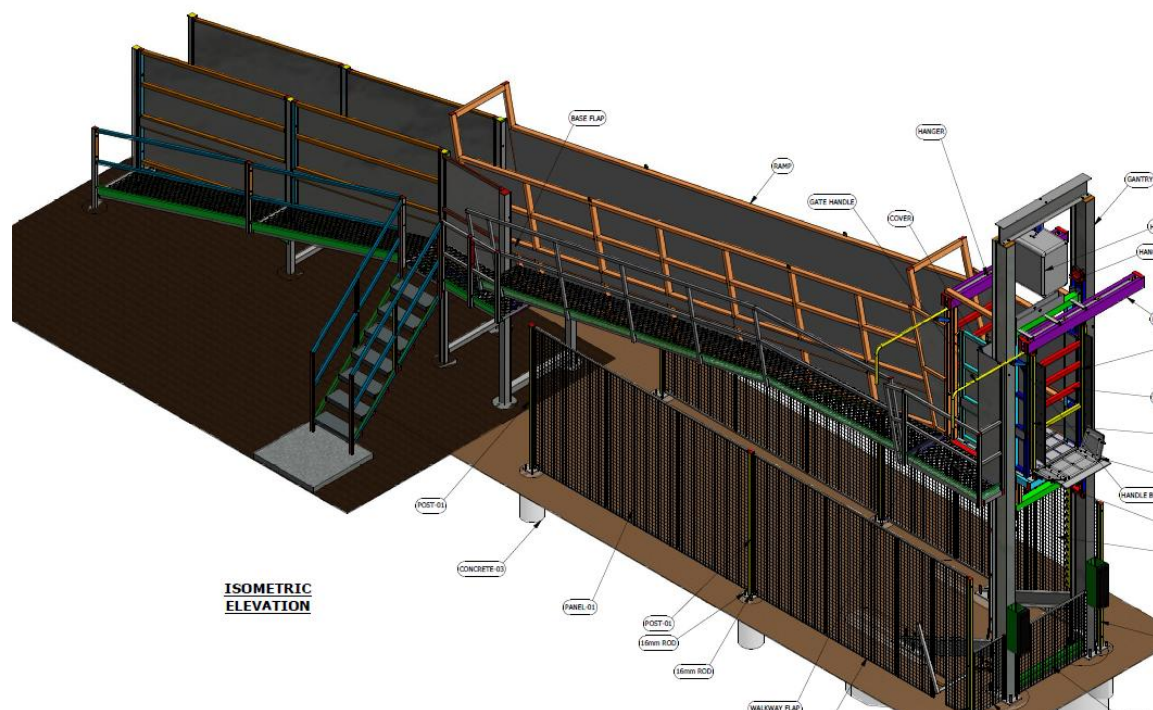
Price Excl GST	GST	Price Incl GST
118,135.00	11,813.50	129,948.50



Pic Above- Proposed area for new loading ramp



Drawing showing new ramp and force in place



9m Adjustable loading ramp with safety fence

Item 4 Roof Over Cattle Stack Pens before Sale Ring.

For protecting staff from the elements of the weather on cattle sale days, a roof over the working area before the sale ring could be installed. This would cover an area where there is concentrated activity and up to 4 operators working for the length of the sale.

It has also been put forward from staff that during winter the floor gets slippery for cattle to walk on, because the rain and muck on the floor combines to make a slippery slurry, people on the ground working the cattle have also been known to slip.

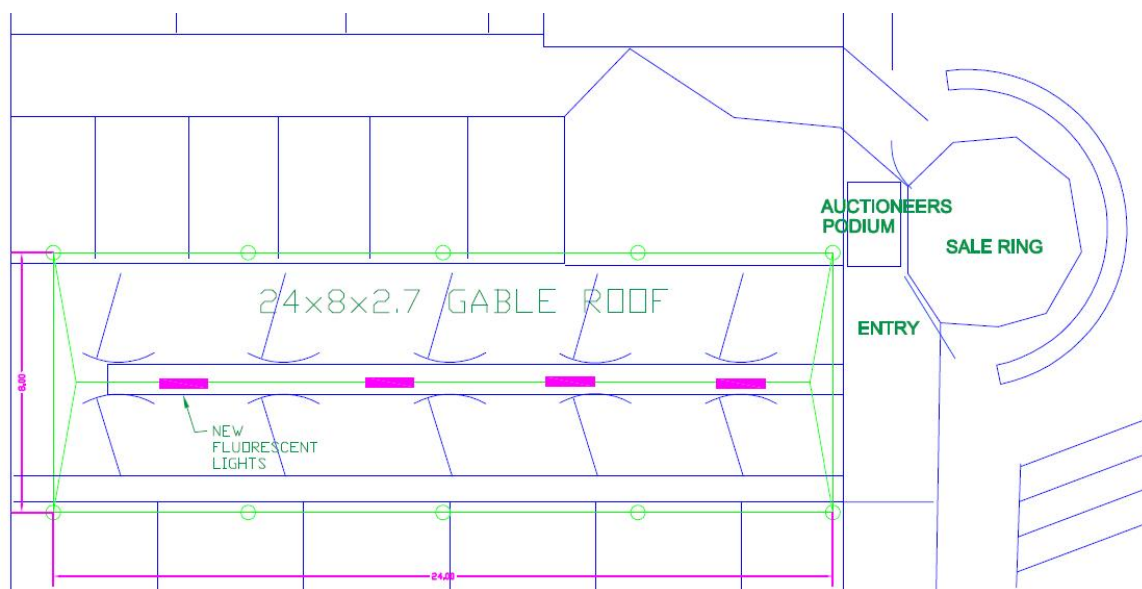
If this area was to be covered then the transition from the light of day to the less lighted area of the sale ring would be reduced thus aiding stock flow, which in turn helps the cattle stay calmer and need less forcing from operator.

Item 4

1 Building

Supply and construction of new roof over stack pens before sale ring to keep staff out of the weather
 24m x 8m x 2.7m high gable roof.
 Supply and install 4 of 40w LED fittings

Price Excl GST	GST	Price Incl GST
52,160.00	5,216.00	57,376.00



Item 5 Replace existing yards with new fences and gates

The current holding yards and sale pens are not up to standard. They are a combination of timber and steel with many timber rails having been replaced or about to be. The post in the sale pen area are made from rail way iron with boards attached to one side leaving the edge of the post sticking out and creating a bruise point for the cattle. The original height of the yards was too low (approx. 1.5m) a hungry rail has been added with post extensions but the renovations have been ad hoc. The yards not only look terrible they function terribly.

The troughs need maintenance. During non-sale days the water is turned off because there are too many overflowing or leaking the current troughs have come to the end of their life cycle.



Pic Above- Leaking trough

From WH&S perspective the gates throughout the saleyards pose this biggest problem. The gates aren't long enough to hit on the other side of the lane. Therefore, if cattle are being directed into a pen, with the gate open there is a chance that if the stock person is standing behind the gate, that the gate could hit them if the beast decides to run into the gate.

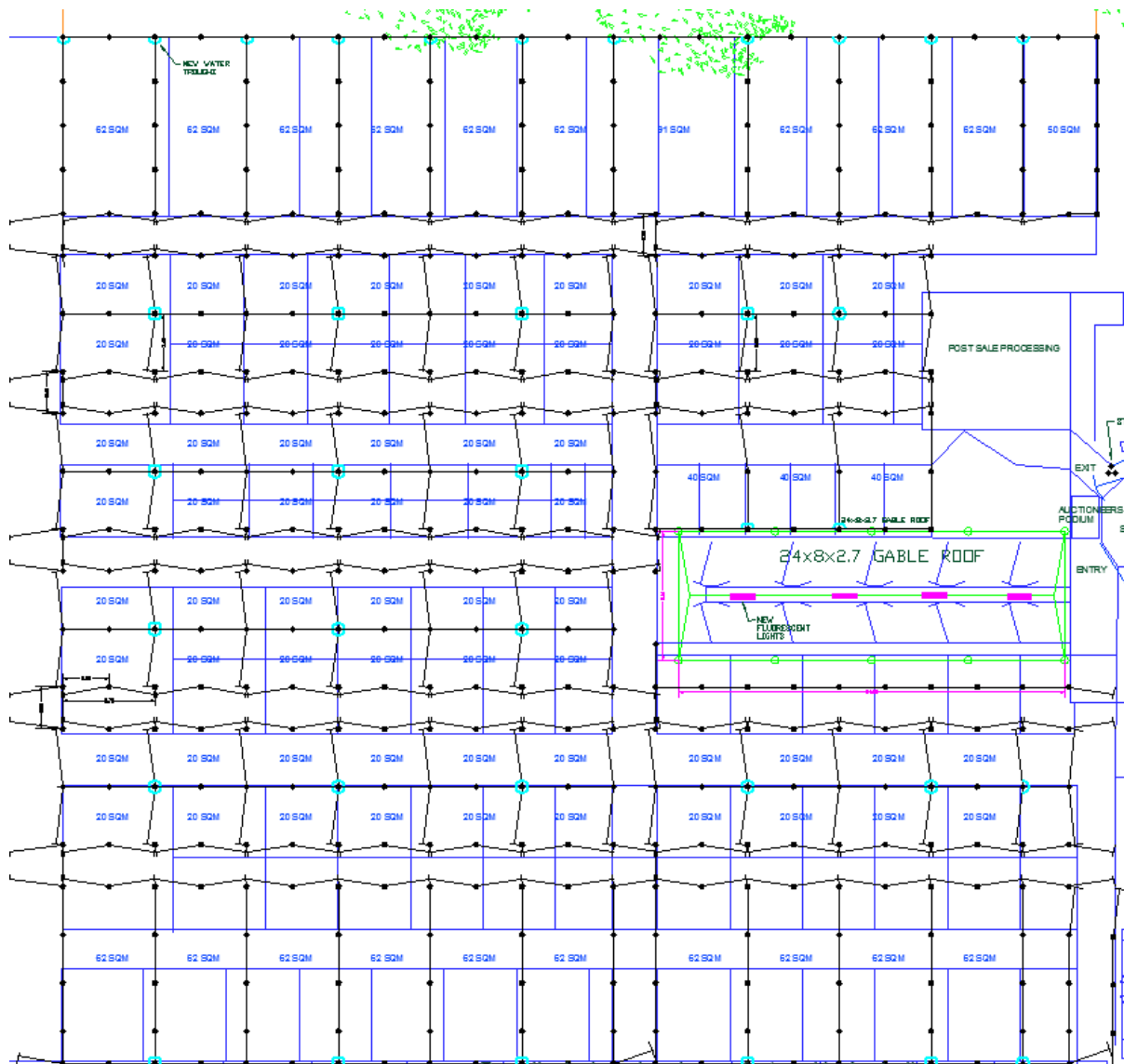


Pic Above- Gate not long enough to cross lane

The sale pens and holding yards have been drawn up with a new design featuring 'butterfly' gates to all pens. Cattle can enter the yard from one direction and leave going another. The gates are longer than the width of the lane so they clash on the other side of the lane. This gives the stockperson a solid barrier when standing behind the gate. The chain latches being used currently are adequate but in a new system slide bolts are quicker to use and safer. If the replacement yards are approved, new troughs and plumbing would go in as well which may divert an animal cruelty incidence. The pricing to renew the yards does not include the newer steel yards under the roof or the yards behind the loading ramps.



Pic Above- Typical Fence



Proposed new yards shown in black and current yards in blue.

Item 5

1 Cattleyard

Supply of materials for holding yards and sale pens in the cattle saleyards replacing the original yards as shown in drawing.

New pens include "butterfly" gates so that cattle can enter a yard from one direction and leave in another. Gates are longer than the width of the cattle lane so they hit on the opposite side and don't swing through.

INCLUDED FEATURES	DESCRIPTION
Description	Cattleyards
Rail Type	50NB Galvanised pipe (60.3mm OD)
No of Rails	6
Post Type	100NB Galvanised Pipe for longevity
Rec Hole Size/depth	300 x 800mm
Height	1750mm
Gates with chain and chain slot	The gates come with a 12mm thick heavy duty plate with L shaped slot for overnight use and a quick slot for normal use. The heavy duty 10mm chain also allows gates to be chained back to fences or together if required
Type of bolt latches on gates	Lock open haz catches are a spring loaded catch that is quick and easy to use. The catch is in line so does not pose a bruise point for cattle. The bolt can be locked open eliminating potential hide damage and bruising.
Cap rails above gates	Cap rail 2200mm above ground for added strength.
Marking out of post holes	ProWay take the responsibility of marking out exactly where the post holes need to be dug
Front pens gates	"butterfly" configuration so gates hit on the opposite side so operators are safe if cattle hit gates when they are behind them
Troughs and plumbing	Kidney shaped poly troughs and poly pipe and fittings for water distribution

1 Construction of cattleyard

Construction of supplied cattleyards including demolition of existing yards, concrete cutting, hole digging, cleaning out of holes, removal of dirt from pad and cost of readymix concrete.

ADDITIONAL OPTIONS AVAILABLE (P.O.A)	DESCRIPTION
Slab area allowed for	0 sqm - labour only

Price Excl GST	GST	Price Incl GST
493,864.00	49,386.40	543,250.40

Item 6 New Ceiling Fans

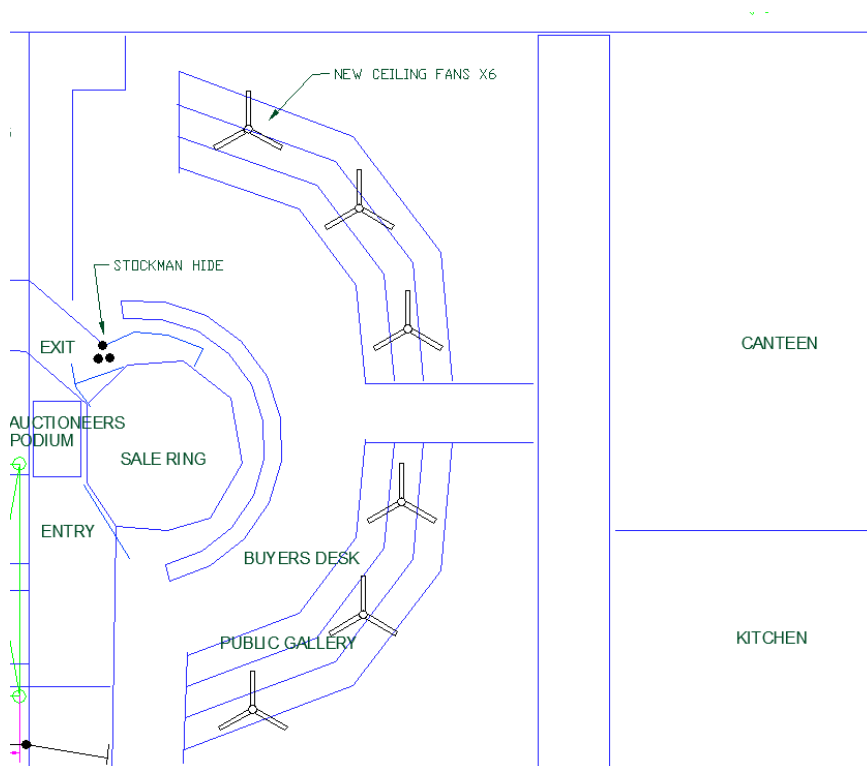
Making people comfortable using the saleyards will mean they are more likely to return. Currently, the auction pavilion has no air conditioning or heating. The installation of fans would cool the place down in summer.

Item 6

6 Miscellaneous items

Supply and installation of six new ceiling fans above the gallery in the sale ring complex
Supply and install

Price Excl GST	GST	Price Incl GST
8,920.00	892.00	9,812.00



Drawing showing proposed fan location

Item 7 Safety Hide

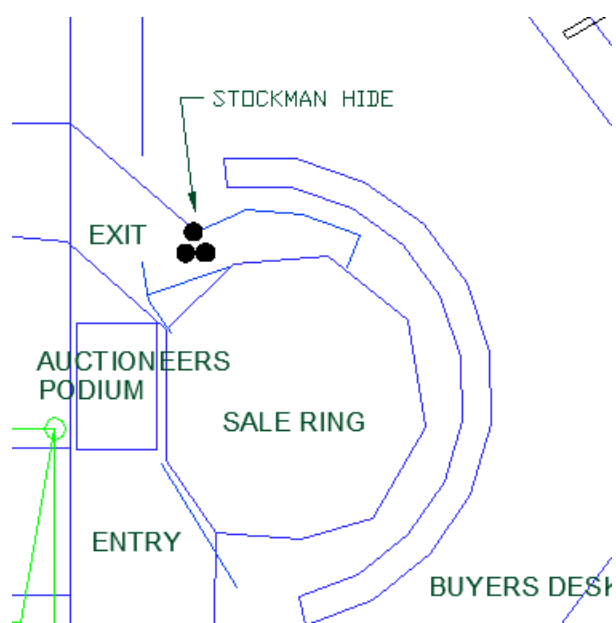
It has been raised that the operator opening the gate for cattle to exit the sale ring is in harms way if a beast decides to turn back. In normal circumstances if this was to occur the operator could climb up the gate to get out of the road, but because the roof is quite low in that area it is difficult to find the space. Foot holes have been cut out of the rubber fixed to the gate to help get up on the gate but it needs something more. It is proposed that a triangle of 3 steel posts is concreted in behind where the gate opens. They would be close enough apart to stop a beast but wide enough for a person to slip through and have protection.

Item 7

1 Miscellaneous items

Safety Hide for operator letting cattle out of the salering

Price Excl GST	GST	Price Incl GST
720.00	72.00	792.00



Sale Ring

Item 8 Sheep ramps

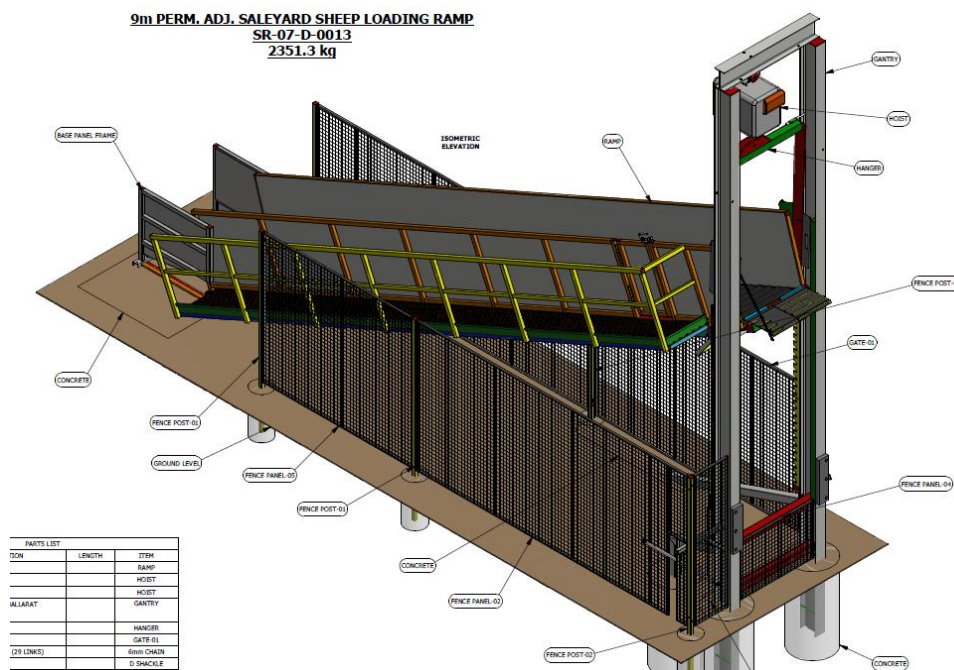
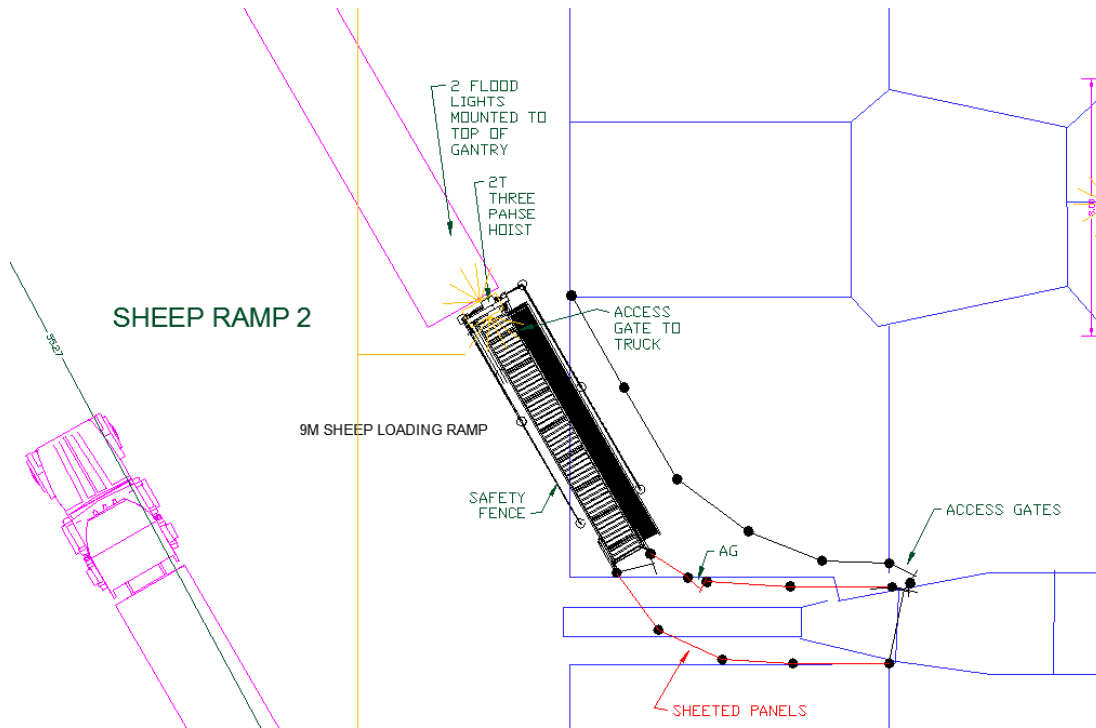
The current sheep ramps have the same problem with trucks approaching them as the cattle ramps do, i.e. trucks have to pull across the road in order to go far enough forward to get the trailers straight to back onto the ramps.

The drawing shows the ramps on an angle or 30degrees to the sheep yards which gives the drivers 55m from the front of the ramps to the road.

In order to do this realignment, the lead up yards have to be reconfigured as well. The current ramps have hand winches which have been condemned by the inspection agent. The flooring is rusting through, they are not as wide as sale yard ramps (should be 900mm), don't have truckie access

gates, the walkways don't comply with the Australian standard and the hanging frame is designed so that operators don't hit their heads on a cross bar when entering the back of the truck.

Four new ramps with electric hoists is recommended with 3 on the new angle and the 4th one remaining at 90 degrees. This last ramp can still be utilised by smaller trucks. Leaving it as it is will save having to move the storage shed.



New lighting attached to the top of the gantry should also be provided with one floodlight towards the truck and one floodlight towards the yards.

Item 8

1 Sheepyards

Sheep Ramps No.1 to No.4

Demolition of existing sheeppens and old loading ramp and the supply and construction of new ramps on the angle including forcing yards for new sheep loading ramps as per drawing.

INCLUDED FEATURES	DESCRIPTION
Description	Sheeppens
Rail Type	25 NB Galvanised Pipe top rail, 20NB Galvanised Pipe lower rails
No of Rails	6 Rails
Post Type	80NB & 50NB Hot dipped Galvanised (88.9mm OD) for longevity
Height	1000mm
Marking out of Post Holes	Proway take the responsibility of marking out exactly where the post holes need to be dug
Gates with chain and chain slot	The gates come with an inverted T slot for overnight use and a quick slot for normal use. The chain also allows gates to be chained back to fences or together if required

4 9.0m Super Heavy Duty Sheep Adjustable Loading Ramp

Supply and construction of four new loading ramps featuring:

- 925mm inside width recommended by truckies for good stock flow
- Walkway & handrail
- Truckie access door
- Pressed galvanised steel floor
- Kito ER 2020L Hoist - 2 tonne / 3 Phase

Supply and install 120mts open trenching and back filling, back filled with excavated material.

Supply and install 2 of 220w LED flood lights on 6 loading ramps.

Supply and install 3 phase power to 6 loading ramps.

- Proudly designed & manufactured in Australia

4 Safety Fence Panels for Adjustable Ramps

Supply and installation of fence for sheep ramps

- Set of fence panels for area surrounding ramp
- SHS frames with 50x50x3 galvanised mesh
- Designed to exclude personnel from the area underneath the ramp

Price Excl GST	GST	Price Incl GST
215,251.69	21,525.17	236,776.86



Pic Above- current sheep ramps

Item 9 Rooves & Covered Walkways in Sheep Yards.

When new facilities are designed and built these days, they include cover over the draft area and buyers' lanes as a minimum standard. If Finley saleyards wants to maintain and increase the through put then the facilities should be comfortable for both man and animal.

Retrofitting rooves over the draft and lanes will create shade and shelter to the areas that have the most activity.

There is no shade for the sheep in the draft area or sale pens at present. Even if the sheep aren't held under the new rooves in the draft or lanes, the shade it will cool the area down generally and depending on the angle of the sun, sheep would find some shade for respite.

The lane covered walkway would extend by 400mm with an eave to cast shade. It also stops paperwork from getting wet/dripped on if the buyer is on the front rails.

Both the draft rooves and covered walkways would create a structure for lighting. Floodlights fitted to the apex of the draft rooves would improve visibility during night work. Fluorescent lights underneath the walkway would assist penning up after at night. It would also assist moving sheep from the back-holding yards on the east to the loading ramps on the west when it is dark.

Item 9

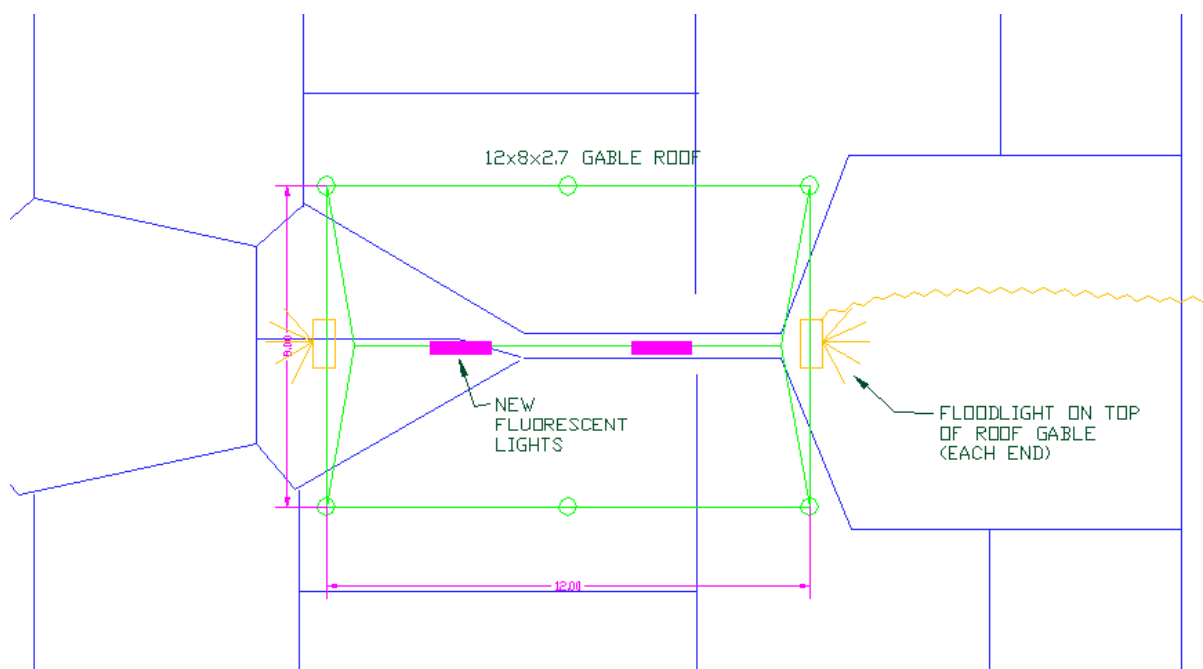
4 Construction of Roof Over Yards (Gable) - 12.0L x 8.0W x 2.7H

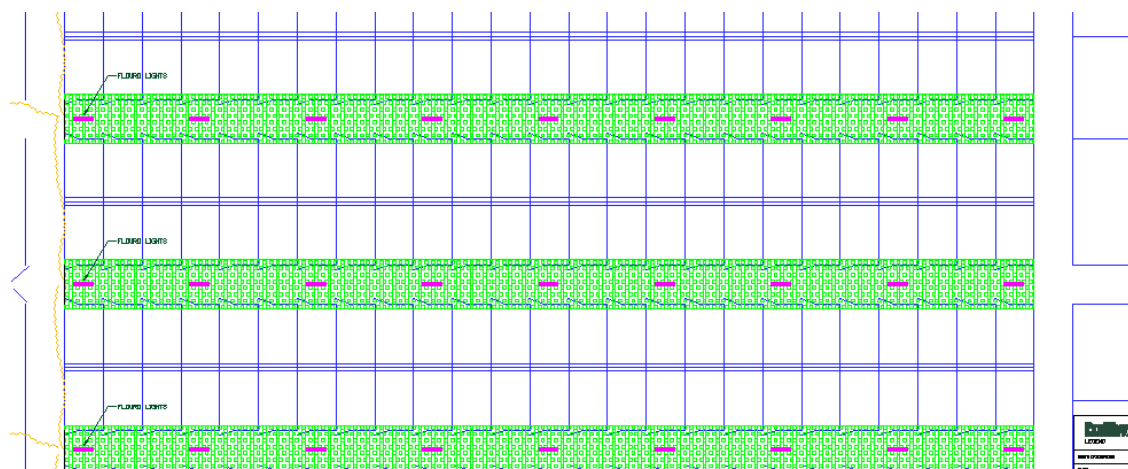
Supply and construction of the four steel rooves over the drafting areas
Supply and install 2 of 40w LED fittings and 2 of 100w LED flood lights on each drafting shed (4).

8 Building

Supply and construction of the eight rooves over the buyers walkway.
3.8m wide x 75m long x 2.7m high skillion steel(x8)
Supply and install 81 of 40w LED fittings in sale pens.

Price Excl GST	GST	Price Incl GST
417,960.00	41,796.00	459,756.00





Drawing Above showing typical cover on three of the lanes

Item 10 Sheep Ramp No.5 Renovations.

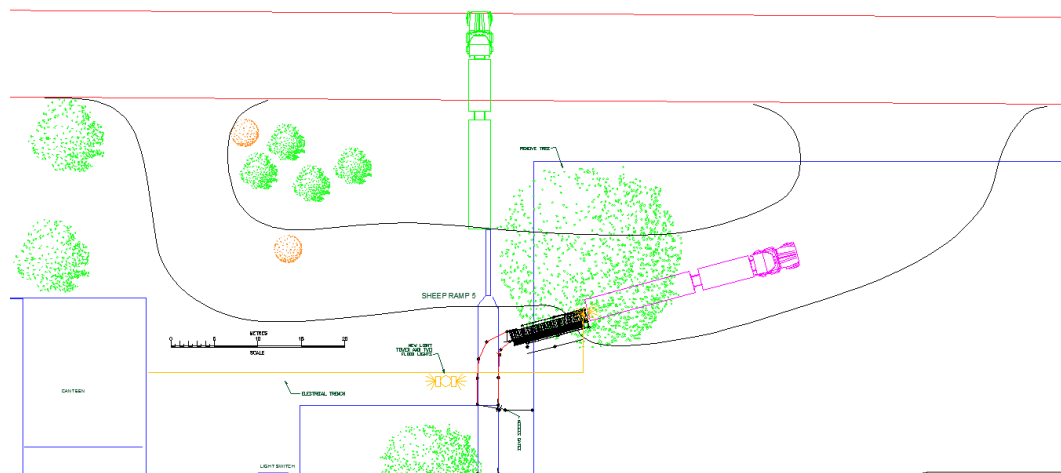
Ramp No.5 on Townsend Street is too close to the road (Approx. 15m). A semi-trailer can use it but it has the same problem as the other sheep ramps in the way the truck has to cross the road to back up.

It is proposed to turn the angle of the new ramp around to the north east. This would require removal of the tree and gravelling of the road. Lighting is also needed in the area.

If this ramp was to be upgraded and turned around then truck drivers would use it more. Especially, since most of the sheep that are to be trucked away are delivered to the holding yards water on the eastern side of the saleyards.



Pic above: Ramp No.5 to be renewed



Drawing Above - Showing ramp angled to the north east.

Item 10

1 Sheeyards

Sheep Ramp No.5 Renovations
Demolition of existing sheeyards and old loading ramp and the supply and construction of new ramp on the angle including forcing yard as per drawing.

INCLUDED FEATURES	DESCRIPTION
Description	Sheeyards
Rail Type	25 NB Galvanised Pipe top rail, 20NB Galvanised Pipe lower rails
No of Rails	6 Rails
Post Type	80NB & 50NB Hot dipped Galvanised (88.9mm OD) for longevity
Height	1000mm
Marking out of Post Holes	Proway take the responsibility of marking out exactly where the post holes need to be dug
Gates with chain and chain slot	The gates come with an inverted T slot for overnight use and a quick slot for normal use. The chain also allows gates to be chained back to fences or together if required

1 9.0m Super Heavy Duty Sheep Adjustable Loading Ramp

Supply and construction of 1 loading ramp featuring:
 - 925mm inside width - recommended by truckies for good stock flow
 - Walkway & handrail
 - Truckie access door
 - Pressed galvanised steel floor
 - Kito ER 2020L Hoist - 2 tonne / 3 Phase
 supply and install 60mts open trenching and back filling, back filled with excavated material.
 Supply and install 10 mt flood light column complete with 2 of 220w LED flood lights.
 Supply and install 3 phase power to loading ramp.
 Supply and install 2 of 220w flood light on loading ramp.
 - Proudly designed & manufactured in Australia

1 Safety Fence Panels for Adjustable Ramps

Supply and installation of fence for sheep ramps
 - Set of fence panels for area surrounding ramp
 - SHS frames with 50x50x3 galvanised mesh
 - Designed to exclude personnel from the area underneath the ramp

1 Miscellaneous items

Allowance for importing gravel, shaping and compacting for new truck access for Loading Ramp No.5
 Approx 1050 sqm

Price Excl GST	GST	Price Incl GST
77,895.22	7,789.52	85,684.74

Item 11 New Roof Over Back Draft

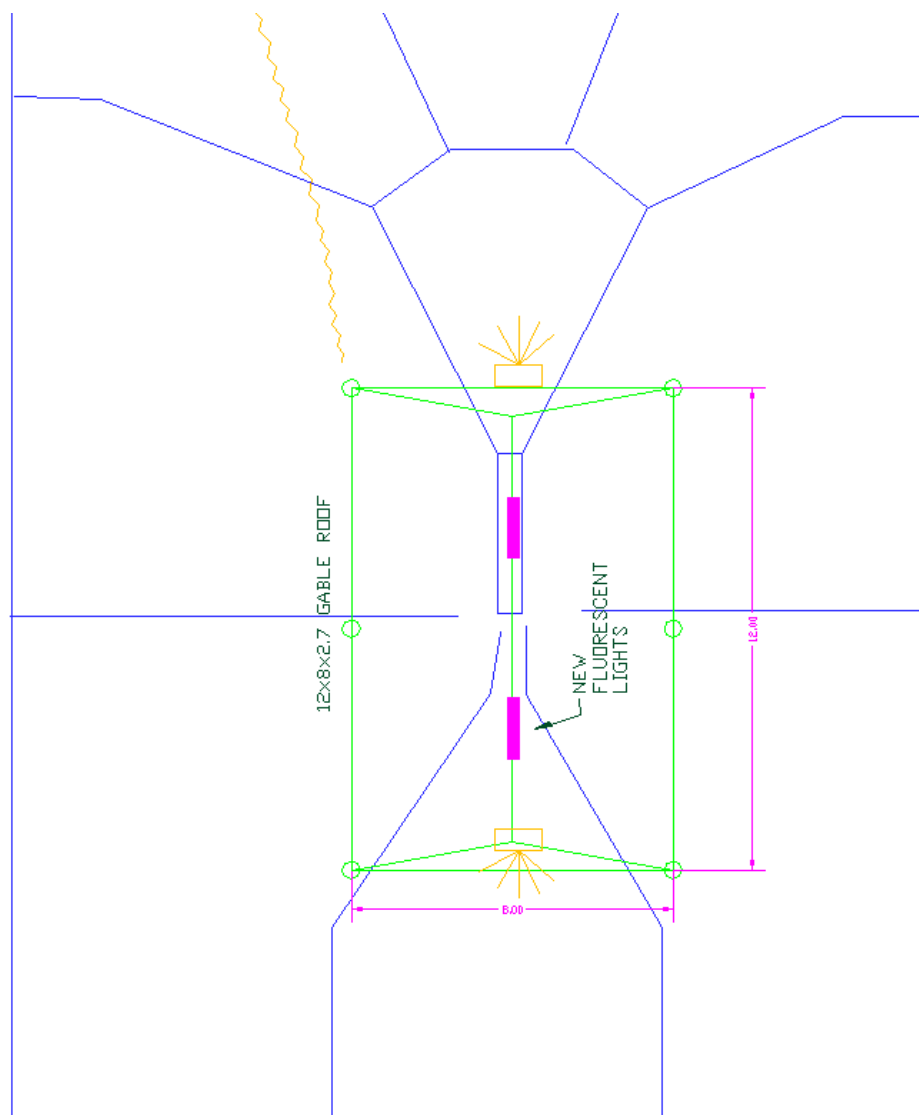
For the same reasons rooves should be considered over at the other four drafts so too should one be installed here. This roof would also be used to fix flood lights to so it would light up the area so operators can see at night.

Item 11

1 Construction of Roof Over Yards (Gable) - 12.0L x 8.0W x 2.7H

Supply and construction of the steel roof over the drafting race out the back (near Ramp No. 5)
 supply and install 60mts open trenching and back filling, back filled with excavated material.
 Supply and install 10 mt flood light column complete with 2 of 220w LED flood lights.
 Supply and install 3 phase power to loading ramp.
 Supply and install 2 of 220w flood light on loading ramp.

Price Excl GST	GST	Price Incl GST
14,355.00	1,435.50	15,790.50



LIST OF ALREADY IDENTIFIED SAFETY CONCERNS – FINLEY SALEYARDS PROVIDED BY COUNCIL

1. Cattle loading ramps face east/west making loading difficult in the afternoon;
Status: Addressed with turning the main ramps into the north west
2. Cattle loading ramps do not have an isolated walkway for those herding cattle onto trucks;
Status: Proposed Walkway and changes to the forcing yard in "Item 1"
3. B-Doubles are forced to reverse across the road in order to be positioned against the cattle loading ramps;
Status: Proposed truck nibs and adding a new ramp address this.
4. There is insufficient lighting at the cattle loading ramps;
Status: The proposed upgraded areas included extra lighting
5. There is a drain in areas where stakeholders and cattle are utilising – this is a trip hazard;
Status: A few different materials have been used to trial a correction but nothing suitable so far. Low priority problem
6. B-Doubles are forced to reverse across the road in order to be positioned against the sheep loading ramps;
Status: Addressed with turning the main ramps into the north west
7. The winches have been condemned by Council's contracted lifting inspection firm and have not been replaced;
Status: New ramps proposed will fix this problem
8. The sheep loading ramps are rusted and need replacing;
Status: Addressed with pricing
9. The overhead beam of the sheep loading ramps is a hazard with reports of numerous incidents;
Status: New ramps proposed will fix this problem
10. Complaints received from the agents utilising the selling ring, in that there is insufficient emergency egress points;
Status: Problem addressed in "Item 7"
11. Trucks are forced to cross McNamara Street when loading/unloading sheep from the Number 5 sheep loading ramp;
Status: Problem addressed in "Item 10"
12. Lighting at the sheep loading areas is insufficient;
12. Some latches on the yard gates are not catching;
Status: Part of regular maintenance and should be taken up with operator
13. Some gates within the facility are substandard.
Status: Problem addressed in "Item 5"

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Proway Livestock Equipment Pty Ltd LEGEND	
NORTH ORIENTATION	
PANEL	
GATE	
SHEPDED PANEL	
SHEPDED GATE	
SHEPDED GATE	
SLAB AREA	
OPTIONAL SLAB AREA	
CRUSH	
OVERHEAD BRACING	
TREE	
INDICATES GATE SAVED OR OPEN	
EXISTING FENCES	
FORCED FENCES REMOVED BY OTHERS	

DESIGNED	DRAWN	SAVE DATE
Bill Thomas	BT	25/01/2019
SCALE	CHECK	PLOT DATE
X:XX		25/01/2019
DWG No.	REVISION	

DRAWING TITLE
OVERALL LAYOUT

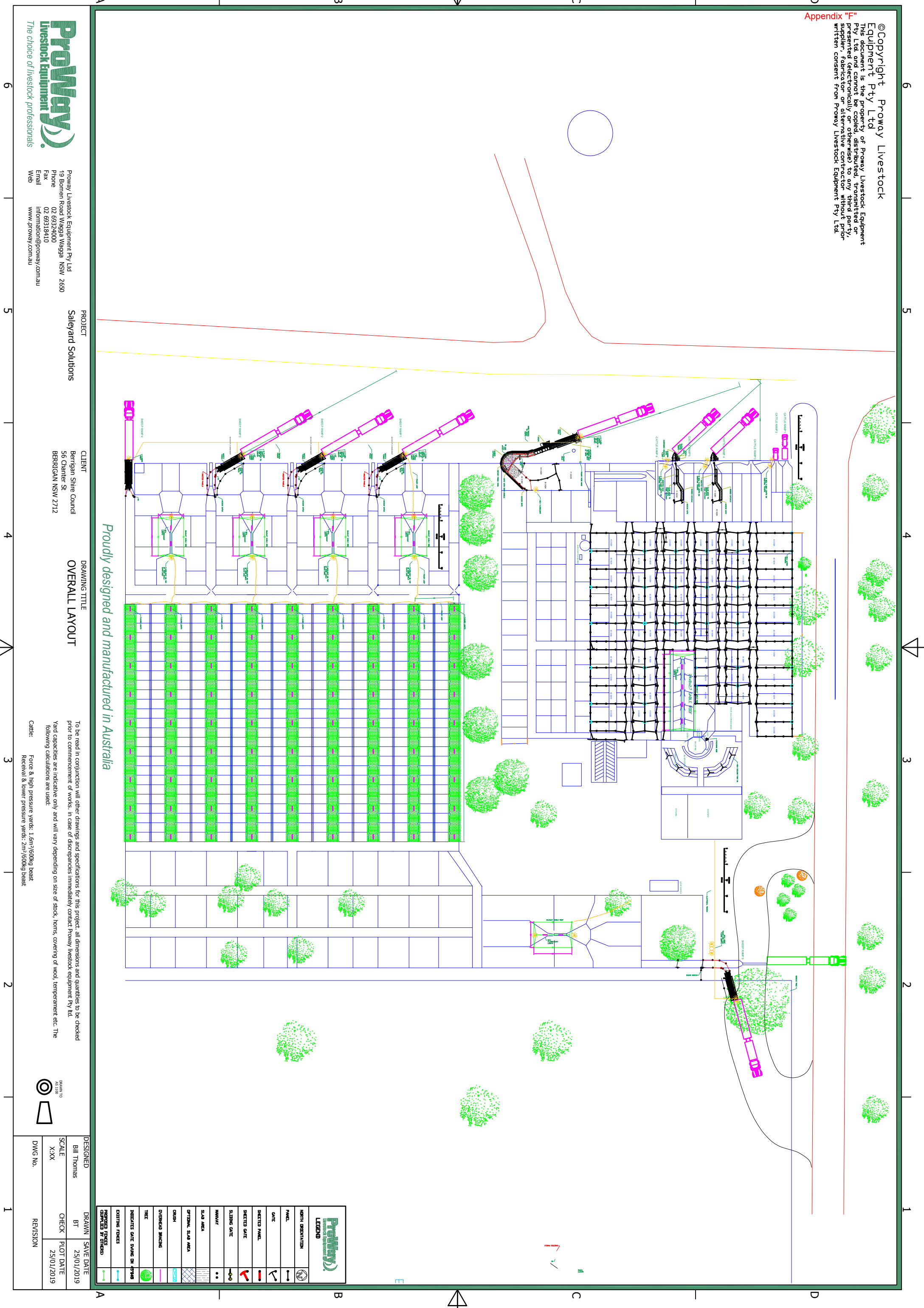
CLIENT
 Berrigan Shire Council
 56 Charter St
 BERRIGAN NSW 2712

PROJECT
 Saleyard Solutions

Proway Livestock Equipment
 The choice of livestock professionals

Proway Livestock Equipment Pty Ltd
 19 Bormen Road Wagga Wagga NSW 2650
 Phone 02 69324000
 Fax 02 69318410
 Email information@proway.com.au
 Web www.proway.com.au

To be read in conjunction with other drawings and specifications for this project. All dimensions and quantities to be checked prior to commencement of works. In case of discrepancies immediately contact Proway Livestock Equipment Pty Ltd. Yard capacities are indicative only and will vary depending on size of stock, horns, covering of wool, temperament etc. The following calculations are used:
 Cattle: Force & high pressure yards: 1.6m²/600kg beast
 Retrieval & lower pressure yards: 2m²/600kg beast



Form: 07L
Release: 4.4

LEASE
New South Wales
Real Property Act 1900



AM988720X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

CANTONMENT, STRIKE REGISTER 10/01/2018

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased

3/535621, 1/402452, 22/848313, ~~11123 77, 8020 57~~ AC7436-196^{AC}, 4875-157 being the premises known as the Finley Livestock Exchange, 127 - 141 Hamilton Street, Finley NSW 2713

(B) LODGED BY

Document Collection Box 35D	Name, Address or DX, Telephone, and Customer Account Number if any MORRIS, HAYES & EDGAR LLPN: 123005 B DX 420 SYDNEY PH: 9232-2411 AS AGENTS FOR Reference: <u>42401639</u> KELLMOORE 5	CODE L
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(C) LESSOR

BERRIGAN SHIRE COUNCIL

(ABN 53 900 833 102)

Also known as The Council of the Shire of Berrigan

19 JAN 2017

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(E) LESSEE

SCANCLEAR PTY LTD ACN 113 642 434

(F)

TENANCY:

- (G)**
1. TERM Five (5) years
 2. COMMENCING DATE 1 July 2017
 3. TERMINATING DATE 30 June 2022
 4. With an **OPTION TO RENEW** for a period of Five (5) years set out in clause 6 of Annexure A
 5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
 6. Together with and reserving the **RIGHTS** set out in clause 3 of Annexure A
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
 8. Incorporates the provisions set out in N.A.
No. N.A.
 9. The **RENT** is set out in clause No. 7 of Annexure

*OFF L
AH 671266*

~

DATE 5 DECEMBER 2017

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: BERRIGAN SHIRE COUNCIL ABN 53 900 833 102
 Authority: Reg 400 Local Government (General) Regulation 2005

Signature of authorised person:

Name of authorised person: MATTHEW HANNAN
 Office held: MAYOR

Signature of authorised person:

Name of authorised person: ROWAN PERKINS
 Office held: GENERAL MANAGER

*The Common Seal
 of Berrigan Shire Council
 was hereunto affixed
 this 4th day of December 2017
 in pursuance of a resolution
 of the Council passed on
 the 15th day of November 2017
 YEAR*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: SCANCLEAR PTY LTD ACN 113 642 434
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: BRENDAN JAMES CAREY
 Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person: BRENDAN JAMES CAREY
 Office held: SOLE DIRECTOR/SECRETARY

(I) STATUTORY DECLARATION*

I _____
 solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
 in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____) Practising Solicitor

Other qualified witness [specify] Tracey Rasmussen

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness: Tracey Rasmussen Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

ANNEXURE A1

LESSOR: BERRIGAN SHIRE COUNCIL ABN 53 900 833 102

LESSEE: SCANCLEAR PTY LTD ACN 113 642 434 as trustee for the Australian
~~Saleyards Management Unit Trust ABN 60 382 703 581 (trading as Finley
Livestock Exchange)~~

This annexure consists of 1 page.

I certify I am an eligible witness and that the guarantor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the *Real Property Act 1900* by the guarantor

T Rasmussen

.....
Signature of Witness

B Carey

.....
Signature of guarantor - BRENDAN JAMES CAREY

Tracey Rasmussen

.....
Name of Witness

20 Norton Rd Coamba

.....
Address of Witness

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

[Handwritten signature]

ANNEXURE A**LESSOR: BERRIGAN SHIRE COUNCIL ABN 53 900 833 102****LESSEE: SCANCLEAR PTY LTD ACN 113 642 434 ~~as trustee for the Australian Saleyards Management Unit Trust ABN 60 382 703 581 (trading as Finley Livestock Exchange)~~**

This annexure consists of 42 pages.

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Blary

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PART 1 — DEFINITIONS AND INTERPRETATION

1. Definitions

In this Lease the following expressions have the following meanings:

- 1.1 **"Building"**, means the yards, fences and building erected on the Leased Premises.
- 1.2 **"Business day"** means any day which is not Saturday, Sunday or a public holiday.
- 1.3 **"Deed"** means the deed entered into by the parties for the operation and management of the sale of livestock facilities on the Leased Premises.
- 1.4 **"Gross Revenue Derived From Sales"** means the total of all income derived by the Business referred to in the Deed.
- 1.5 **"Impounding Authority"** has the meaning ascribed by the *Impounding Act 1933*.
- 1.6 **"Latent defects"**, with reference to the Leased Premises or the Building, means any defects which:
- (a) are attributable to defective
 - (i) preparation or remediation of the site on which the Building is erected;
 - (ii) supervision of the construction or any installation;
 - (iii) design;
 - (iv) workmanship;
 - (v) materials;
 - (b) occurred when the Building was erected or is substantially extended or altered;
 - (c) are not reasonably apparent to a competent professional consultant on a visual inspection of the property; and
 - (d) are not expressly disclosed by the Lessor to the Lessee before entry into this Lease.
- 1.7 **"Lease"** means this document and includes the schedules and annexures to this Lease.
- 1.8 **"Leased Premises"** means the premises described in Item 1 in the Reference Schedule and includes, with reference to those premises
- (a) the land on which the Building is erected;

- (b) land, buildings and structures owned or controlled by the Lessor in conjunction with the Building, which is or may in the future be erected or altered;
- (c) Lessor's Fixtures, and the Lessor's chattels, plant, equipment, property and amenities.
- (d) pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other services and supplies, situated within above or under the Leased Premises which connect those services to the Leased Premises.

1.9 **"Lessee"** includes

- (a) when an individual, the Lessee's legal personal representatives;
- (b) when several individuals, the Lessees jointly and their respective legal personal representatives;
- (c) the Lessee's assigns;
- (d) when a company or corporation, its successors and assigns.

1.10 **"Lessor"** includes

- (a) when an individual, the Lessor's legal personal representatives;
- (b) when several individuals, the Lessors jointly and their respective legal personal representatives;
- (c) the Lessor's assigns;
- (d) when a company or corporation, its successors and assigns.

1.11 **"Lessor's Fixtures"** means all the plant, equipment and chattels which have been or become permanently or securely affixed to the Leased Premises and are the Lessor's property, including the items listed as fixtures in Item 2 in the Reference Schedule.

1.12 **"Reference Schedule"** means the Reference Schedule in this Lease.

1.13 **"Services"** means electricity, gas, water, sewerage, telephone, telecommunication, and any other services provided or available to the Building by public or local or statutory authorities and the pipes, wires, ducting and other means of providing those services to the Building and to the Leased Premises.

1.14 **"Structural repairs"** means repairs to the structure of the Building, such as the foundations, floors, walls and load bearing columns.

2. Interpretation

2.1 Terms

- (a) Words expressed in the singular include the plural and vice versa.
- (b) Words expressed in one gender include the other genders, as is appropriate in the context.
- (c) The reference to “**person**” includes a corporation.

2.2 Statutes

References to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them.

2.3 Covenants implied by statute

Covenants and powers implied by statute are excluded from this Lease, unless any such covenant or power cannot be excluded by force of statute or is expressly incorporated in this Lease.

2.4 Joint and several liability

- (a) In the event of there being two or more lessors or two or more lessees under this Lease (including whilst the Lease or the reversion is held by legal personal representatives, successors or assigns) each of them is jointly and severally liable to perform covenants and obligations under this Lease.
- (b) When there are two or more lessors or lessees, any conduct under or in respect of this Lease, including the exercise of any entitlement or taking any action under this Lease or a provision of this Lease, shall be undertaken by all of the lessors or all of the lessees jointly, unless this Lease expressly provides otherwise.

2.5 Severance

If any provision contained in this Lease is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from this Lease which otherwise continues to be valid and operative.

2.6 Governing law

This Lease is governed and construed in accordance with the law of the State in Item 3 in the Reference Schedule.

2.7 Council's discretion

- (a) Nothing in this Lease operates to restrict or otherwise affect the unfettered discretion of the Lessor in exercising its powers as a public authority, in relation to the subject matter of this Lease or otherwise, including, but not limited to, Council's statutory duty to properly consider any application for an approval in relation to the Premises that may be submitted to it.
- (b) If there is any conflict between the unfettered discretion of the Lessor and the exercise of its powers as a public authority on the one hand, and the satisfaction of performance of the Lessor's obligations as the Lessor under this Lease, on the other, the former will prevail.
- (c) Anything which the Lessor does, fails to do or purports to do under its discretion to exercise its powers as a public authority:
 - (i) will be deemed not to be an act or omission by the Lessor as the Lessor under this Lease; and
 - (ii) will not entitle the Lessee to make any claim against the Lessor under this Lease for any costs, losses, expenses or damages.

2.8 Proceedings

If the Lessor elects to exercise any of its statutory functions and:

- (a) proceedings are taken against the Lessee and/or the Lessor by any third party to restrain or remedy any breach of any law; and
- (b) the Court makes any orders, on a interim or final basis, remedying or restraining any such breach,

the Lessee will not be entitled to make any claim against the Lessor under this Lease for any costs, fees, losses, expenses or damages incurred associated with or arising from the taking of the proceedings or the making of orders unless the proceedings were taken or orders made as a result of a negligent act or omission or other default of the Lessor.

2.9 No assurances

- (a) The parties agree that the Lessor has not given any assurance or made any representation or statement to the Lessee as to how it will or may exercise any of its statutory discretions in relation to any application for an approval relating to the Premises or otherwise.
- (b) The parties agree that they have not been induced by the other party to enter into this Lease on the basis of any such assurance, representation or statement under paragraph (a).

PART 2 — THE SUBJECT MATTER AND TERM OF THIS LEASE

3. Rights and entitlements granted to Lessee

Subject always to the provisions of clause 34 the Lessor grants to the Lessee for the duration of this Lease

- 3.1 exclusive possession of the Leased Premises;
- 3.2 use and enjoyment of the Lessor's Fixtures and the chattels listed in Item 2 in the Reference Schedule;
- 3.3 the free and uninterrupted passage of Services to the Leased Premises.

4. The term of this Lease

The Lessor leases the Leased Premises to the Lessee for the term specified in Item 4 in the Reference Schedule.

5. Holding over after expiry of Lease

After the expiry of the term of this Lease, when the Lessee remains in occupation of the Leased Premises with the consent of the Lessor this Lease continues as a monthly tenancy:

- 5.1 commencing on the day immediately following the last day of the term of this Lease;
- 5.2 the rent being payable monthly in advance, comprising the rent payable immediately before the end of this Lease and the Lessee's contributions to operating expenses, calculated and payable from time to time in accordance with this Lease;
- 5.3 on the terms contained in this Lease, except those terms which are inapplicable to a monthly tenancy;
- 5.4 the tenancy being terminable by either party on one month's written notice expiring at any time.

6. Option for renewal

6.1 Offer of renewal

The Lessor offers a renewal of this Lease to the Lessee on the terms specified in this clause which the Lessee should accept strictly in accordance with the provisions contained in this clause, otherwise this offer shall lapse.

6.2 Binding Lessor's successors and assigns

This offer and the option bind the Lessor and the Lessor's successors and assigns being the owners for the time being of the Leased Premises.

6.3 Parties who may renew

This offer may be accepted by:

- (a) the Lessee or by the Lessee's successors and assigns being the lessee for the time being of the Leased Premises;
- (b) in the event of there being two or more persons holding as lessees as joint tenants, upon the death of any of them by their survivors.

6.4 Conditions for exercise of option

The Lessee may only accept this offer and exercise the option if:

- (a) there is no subsisting breach of any lease covenants by the Lessee at the date of serving notice of exercise of this option and also at the date of expiry of this Lease; and
- (b) the Lessee shall have served on the Lessor notice of exercise of this option during a period before the date of expiry of the term of this Lease, as is specified in Item 5 in the Reference Schedule.

6.5 Conditions of renewal

- (a) The renewal which the Lessee may accept under this clause is for the renewal of this Lease for the further term of years specified in Item 5 in the Reference Schedule from the day after the date of expiry of the term of this Lease, containing identical covenants to the covenants of this Lease (except this clause):
 - (i) at a rent which shall be determined in accordance with paragraph (b) of this clause
 - (ii) and containing such further options for renewal as are specified in Item 5 of the Reference Schedule
- (b) For each year during any renewed term the annual rent shall be the greater of \$1.00 or the sum derived in accordance with the following formula:

$$R = (Y - \$100,000) \times 0.03$$

R means annual rental

Y means Gross Revenue Derived From Sales over the preceding year.

6.6 Payment of rent whilst rent is determined

- (a) After exercise of this option, until the rent for the option term is determined, the Lessee will continue to pay the rent as and when payable under this Lease at the rate at which they are payable during

the last year of the lease term.

- (b) Within the number of days indicated in Item 5 in the Reference Schedule after the rent for the option term is determined, the parties will adjust and pay any shortfall or excess in the rent paid from the commencement of the option term up to the last day for rent payment before the rent determination.

6.7 Registration of lease for option term

- (a) After the Lessee has effectively exercised this option and the rent for the option term has been determined, the Lessor's solicitor shall submit for execution a lease or a variation or extension of this Lease incorporating the lease conditions for the option term, which shall be executed promptly by the Lessor and by the Lessee and shall be registered.
- (b) The Lessee shall pay the legal costs and disbursements in accordance with clause 11.2.

6.8 Lessee's liability under renewed Lease

If this option is exercised by an assignee of this Lease, the Lessee is not liable under this Lease for the period after the expiry of the term of this Lease, during the renewal, extension or variation of this Lease, following the exercise of an option for renewal.

PART 3 — LESSEE'S FINANCIAL OBLIGATIONS

7. Rent payments

The Lessee covenants to pay rent as specified in Item 6 in the Reference Schedule:

- 7.1 by six (6) monthly payments in arrears , each payment being one-half of the annual rent then due as fixed or varied under this Lease;
- 7.2 without demand by the Lessor;
- 7.3 by cash or cheque, or if required by the Lessor by banker's order on the Lessee's bank, or by depositing or transferring the payments into an account as directed by the Lessor;
- 7.4 to, or as directed by, the Lessor, which may be altered by the Lessor by written notice served on the Lessee.

8. Abatement of rent and financial obligations

8.1 Abatement of Lessee's financial obligations

If during the continuance of this Lease the Building or the Leased Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially

inaccessible through an event described in clause 8.2, rendering the Building or the Leased Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding seven (7) days, then the Lessee's financial obligations abate in accordance with this clause.

8.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

8.3 Lessee's financial obligations

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

8.4 Period of abatement

The period of abatement is from the date of the destruction, damage or inaccessibility until the date when the Leased Premises are restored and rendered suitable for the Lessee's use and occupation or accessible.

8.5 Effect of abatement

During and for the period of abatement the Lessee's liability to pay the whole or proportion of the financial obligations under this Lease, as agreed or determined under clause 8(7), calculated on a daily basis, ceases and abates.

8.6 Exception to abatement

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the Building or the Leased Premises because of any act or omission of the Lessee or the Lessee's employees.

8.7 Determination of abatement

- (a) The parties shall endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and if the Lessee is able to have partial use and enjoyment of the Leased Premises, the proportion of the abatement having regard to the nature and extent of the damage to and use of the premises.

- (b) If the parties have any dispute regarding the Lessee's entitlement to an abatement, its period or amount, the dispute shall be determined by a loss assessor
- (i) who is then a member of the Insurance Council of Australia Ltd and is experienced in assessing premises of the nature of the Leased Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
 - (ii) acting as an expert;
 - (iii) who is entitled to accept written submissions and expert reports from either party;
 - (iv) whose costs shall be borne equally by the parties;
 - (v) whose decision is final and binding on the parties.
- (c) If the loss assessor nominated under paragraph (b) fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (b).

9. Rent review

- 9.1 The annual rent shall be reviewed at the dates in Item 7 in the Reference Schedule (each called "**Review Date**").
- 9.2 The Lessee must continue to pay rent at the old rate until the new rate is known. After that, the Lessee is to pay the new rent from the next rent day. By that rent day the Lessee is also to pay any shortfall between the old and new rate for the period since the Review Date. Alternatively, the Lessor is to refund to the Lessee any overpayment of rent.

10. Services

The Lessee will pay throughout this Lease for any electricity, power, fuel, gas, oil, water, telephone, garbage removal, waste disposal, and other services or utilities provided by public local or other authorities or suppliers to the Leased Premises and charged in respect of the Leased Premises, to the supplier of the service or utility.

11. Costs

11.1 Costs of preparation of Lease

- (a) The Lessor shall pay on execution of this Lease the stamp duties and registration fees, and subsequently the costs and stamp duty when upstamping this Lease.
- (b) The Lessor and the Lessee shall each bear its own legal costs of the negotiation, preparation, execution and registration of this Lease.

11.2 **Renewal or extension of lease**

The costs and disbursements of any renewal or extension of this Lease shall be paid by the parties as is indicated in clause 11.1.

11.3 **Consents, transactions and default**

The Lessee agrees to pay the Lessor's costs, charges, and expenses which are incurred reasonably, properly and in good faith, in connection with

- (a) the obtaining of any consent from the Lessor, and from any head lessor, mortgagee or other person, which is required by the Lessee under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent required by the Lessee, and all costs incurred by the Lessor, and by any other party whose consent is required, whether a consent is given, refused, or the application for consent is withdrawn;
- (c) any breach or default by the Lessee under this Lease;
- (d) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Guarantor, to enforce the Lessee's obligations under this Lease, or to terminate this Lease for the Lessee's breach or default.

11.4 **Costs on common fund basis**

The Lessor's legal and professional costs and disbursements under clause 11.3 shall be charged and allowed on a common fund basis, to provide full indemnity to the Lessor for costs charges and expenses, but the Lessee may challenge the propriety or amount of any item and may require the taxation of a bill of costs.

11.5 **Lessor's internal costs**

The Lessor's costs under clause 11.3 include

- (a) the Lessor's reasonable administrative costs and expenses of considering any application for consent, of considering and managing any breach or default under this Lease and attendances by the Lessor's officers, employees or agents, including attendances on the Lessor's legal advisers and in court;
- (b) the fees of professional consultants reasonably and properly incurred by the Lessor.

11.6 **Lessee's obligation to pay costs**

- (a) The Lessor is entitled to render to the Lessee an itemised statement of any costs charges and expenses for which the Lessee is liable in accordance with clause 11.3 at any time after they have been incurred.

In respect of any such statement, the Lessee shall pay the amount claimed, subject to clause 11.4

- (i) when the Lessor's consent is provided to the Lessee;
 - (ii) in any other case, within thirty (30) days after service of the statement on the Lessee.
- (b) The Lessee's liability shall incur interest on the basis specified in clause 14 from the thirty first day after the date of service of the statement until the day of payment, calculated on a daily rate.

12. **Precluding deduction for set-off or counterclaim**

The Lessee expressly agrees to make all payments due under this Lease, including for rent, punctually on the date when each payment is due and shall not withhold or be entitled to withhold the whole or part of any such payment by way of deduction, set-off or counterclaim, in respect of any claim for damages or for compensation which the Lessee shall make or has made against the Lessor, until after the Lessor's liability for damages or compensation is determined and the amount due to the Lessee is determined or agreed.

13. **Lessee's liability for interest on overdue payments**

13.1 **Interest on overdue payments**

In the event of the Lessee being in default for a period of more than fourteen (14) days with the payment of rent, rates, costs or any other liability to or on behalf of the Lessor under this Lease, the Lessee is liable to pay additional interest to the Lessor in accordance with this clause.

13.2 **Computation of interest**

- (a) Interest is computed
 - (i) from the day immediately following the day on which each liability is due for payment, at a daily rate, until the liability is discharged by payment;
 - (ii) at the rate of interest indicated in Item 8 in the Reference Schedule;
 - (iii) in respect of amounts remaining unpaid, the Lessor at its option may capitalise interest calculated up to the end of each calendar month whilst there are outstanding liabilities in accordance with clause 13.1 from the Lessee.

13.3 **Recovery of interest**

The Lessor may demand the payment of interest and take legal action to recover

the amount due at any time after not less than fourteen (14) days notice is given to the Lessee indicating the amount due and its calculation.

PART 4 — USE OF LEASED PREMISES AND BUILDING

14. Use of Leased Premises

The Lessee will not use or permit the Leased Premises to be used for any other purpose than that stated in Item 9 in the Reference Schedule.

15. Warranties and representations

15.1 No warranty of suitability or adequacy

- (a) Regarding the present or future suitability or adequacy, for the Lessee's intended use or the business intended to be conducted by the Lessee, of the Leased Premises, the Building or the fixtures, fittings, furnishings, plant, machinery, equipment, services and facilities provided by the Lessor
 - (i) the Lessee acknowledges that no promise, representation or warranty was given by or on behalf of the Lessor to or on behalf of the Lessee;
 - (ii) the Lessor makes no warranty;
 - (iii) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law.

15.2 Lessee's responsibility for approvals

- (a) The Lessee has satisfied itself, before entering into this Lease, regarding the need for the availability and existence of all approvals, consents and licences required for use of the Leased Premises by the Lessee for its business and for the intended and permitted use of the Leased Premises.
- (b) The Lessee has full responsibility, at its expense, to ensure that all approvals, consents and licences required by the Lessee for the conduct of the business and use of the Leased Premises are obtained and maintained throughout the term of this Lease and that all their conditions are observed.

16. Lessee's obligation to trade

The Lessee covenants to keep the Leased Premises open for business and to conduct the Lessee's business throughout the term of this Lease during the hours in Item 10 in the Reference Schedule, except when the Lessee is prevented from trading in the Leased Premises in circumstances beyond the Lessee's control.

17. Signs

- 17.1 The Lessee may install a sign (or signs) on the exterior of the Leased Premises in accordance with the provisions of the Deed.
- 17.2 Any signs or notices installed by the Lessee shall be maintained by the Lessee in good repair and condition throughout the term of this Lease.

18. Alterations**18.1 No alterations to premises**

The Lessee shall not

- (a) make or permit to be made any alterations or additions in or to the Leased Premises;
- (b) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating or air conditioning the Leased Premises;
- (c) mark, paint, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions, or any wood, stone or metal surface of the Leased Premises or the Building, except in accordance with clause 18.2.

18.2 Minor alterations

The Lessee is permitted to drive screws or nails into the walls or floors of the Leased Premises, without the Lessor's consent, but only in order to affix, using as few nails and screws as are reasonably necessary, decoration, paintings, carpets, and equipment used by the Lessee in its business.

19. Compliance with regulations**19.1 Lessee's obligation**

The Lessee shall at its expense observe and comply with all laws and requirements relating to

- (a) the Lessee's use and occupation of the Leased Premises for the use permitted in this Lease;
- (b) the Leased Premises and facilities by reason of the number and the sex of the Lessee's employees and other persons working in or entering the Leased Premises;
- (c) the fixtures, fittings, machinery, plant and equipment in the Leased Premises;

- (d) occupational health, safety and environmental matters.

19.2 **Compliance with notices**

The Lessee shall comply with the notices or requirements of the relevant authorities regarding the matters in clause 19.1, whether given to the Lessor or the Lessee, except to carry out structural alterations to the Leased Premises.

20. **Lessee's obligations regarding use of Leased Premises**

20.1 **Prohibitions with reference to use of premises**

The Lessee shall not, during the term of this Lease allow the Leased Premises to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation.

20.2 **Mode of conducting Lessee's business**

The Lessee agrees, regarding the conduct of the business in the Leased Premises, throughout the term of this Lease, to conduct the business in an orderly, efficient and reputable manner.

20.3 **Cleaning and hygiene**

The Lessee agrees to keep the Leased Premises clean and:

- (a) to have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (b) not allow the accumulation of useless property or rubbish in the Leased Premises.

20.4 **Disposal of rubbish**

- (a) The Lessee shall cause all rubbish accumulated in the Leased Premises to be placed in suitable containers provided by the Lessee for the Leased Premises.
- (b) The Lessee will ensure that trade waste or wet refuse is removed from the Leased Premises as directed by the Lessor.

20.5 **Use of toilets and drainage**

The Lessee shall:

- (a) not use the toilets, sinks, drainage and plumbing in the Leased Premises for purposes other than those for which they were designed;
- (b) not place in any of those facilities rubbish, chemicals, contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;

- (c) repair any damage caused to any of those facilities by breach of paragraph (a) or (b).

21. Security and keys

21.1 Securing premises

The Lessee shall:

- (a) take reasonable action to secure the Leased Premises against unauthorised entry whilst the premises are unoccupied;
- (b) securely lock and fasten external doors and windows in the Leased Premises whilst the premises are unoccupied.

21.2 Lessor to provide keys and access cards

At the commencement of this Lease the Lessor shall provide to the Lessee at the Lessor's cost a sufficient number of keys reasonably required by the Lessee for entry into the Building and the Leased Premises, including outside normal business hours.

21.3 Lessee's obligations regarding keys

The Lessee shall:

- (a) not make or allow to be made any duplicate keys;
- (b) provide keys only to the Lessee's employees;
- (c) keep a permanent record of who is provided with keys, including their issue and return, and allow the Lessor to inspect that record on reasonable notice;
- (d) notify the Lessor promptly if any keys are reported to the Lessee to have been lost, destroyed or stolen;
- (e) pay the Lessor for the cost of supplying any replacement or additional keys;
- (f) return to the Lessor all keys obtained from the Lessor on termination of the Lessee's tenancy of the Leased Premises.

PART 5 — REPAIRS, MAINTENANCE AND ALTERATIONS

22. Lessor's repair obligations

22.1 Meaning of Facilities

In this Lease "Facilities" means the plant and equipment for heating, cooling or

circulating air (called "air conditioning"), fire sprinklers and other fire safety and prevention equipment, provided by the Lessor in the Building, and includes the plant, machinery and equipment associated with those Facilities.

22.2 Lessor's general obligation

The Lessor shall keep the Building and Services in and to the Building in good repair throughout the term of this Lease.

22.3 Lessor's specific obligations

- (a) The Lessor shall
- (i) take reasonable action to prevent the entry of water into the Building and to keep the Building watertight and weatherproof;
 - (ii) keep and maintain Services to the Building and to the Leased Premises in good working condition and repair;
 - (iii) comply with the requirements of statutory and local government authorities relating to the Building which are imposed on the Lessor as owner of the Building.
- (b) The Lessor shall maintain the Building in a standard of repair having regard to its standard, quality, nature, character, situation and age, in keeping with comparable commercial buildings of similar nature and quality.
- (c) The Lessor is responsible, in respect of the Building and the Leased Premises, for:
- (i) structural repair;
 - (ii) latent defects; and
 - (iii) fair wear and tear,
- but the Lessor is not required to carry out structural repairs or to remedy latent defects or to remedy fair wear and tear, except:
- (iv) when required for the stability or safety of the Building; or
 - (v) to maintain the reasonable use and enjoyment of the Building and the Leased Premises by the Lessee, or
 - (vi) to maintain the Building in the condition in paragraph (b).
 - (vii) Lessee's repair obligations

23. Lessee's repair obligations

23.1 Lessee's general obligations

The Lessee shall keep the Leased Premises and the Lessor's fixtures and chattels situated in the Leased Premises in good repair and working condition throughout this Lease and shall on expiry or termination of this Lease yield up the Leased Premises to the Lessor in the state of repair and condition as is specified in this clause.

23.2 Limiting Lessee's repair obligation

The Lessee is not responsible for:

- (a) latent defects;
- (b) structural repairs, unless the need for repair occurred:
 - (i) through the conduct or negligence of the Lessee or of persons for whose conduct the Lessee is legally liable;
 - (ii) through the Lessee's use and occupation of the Leased Premises or the use of fixtures, plant and machinery in the Leased Premises;
- (c) the condition of the Leased Premises at the commencement of this Lease;
- (d) fair wear and tear since the commencement of this Lease, throughout the term of this Lease;
- (e) repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond the Lessee's responsibility or control, unless
 - (i) the damage occurred as a result of or was substantially contributed to by the Lessee's negligence;
 - (ii) the Lessor is legally unable to recover from its insurer insurance money for the damage because of some act, neglect, default or misconduct by the Lessee or by other persons for whose conduct the Lessee is responsible.

23.3 Lessee's additional specific repair obligations

In addition to the Lessee's obligations under clause 24.1, the Lessee shall throughout the term of this Lease, notwithstanding clause 23.2 (which does not apply to the matters listed in this paragraph), carry out the following repair and maintenance

- (a) promptly repair or replace all broken, cracked or damaged glass in the Leased Premises, with glass of the same or similar gauge and quality, unless the damage was caused by the Lessor or the Lessor's tradespersons;
- (b) promptly repair or replace all damaged, broken or faulty light globes, fluorescent lights, power points, light switches, heating, lighting and electrical appliances, services and wiring in the Leased Premises;
- (c) promptly repair and keep in proper working order and free from blockage plumbing fittings, drains, water pipes, sewerage pipes, toilets and sinks, to the extent to which they are situated in or under the Leased Premises and provide Services or Facilities to the Leased Premises;
- (d) maintain and repair all door and window locks and fittings in the Leased Premises;
- (e) repair any damage or breakage to the Leased Premises, to the Lessor's Fixtures and property in the Leased Premises, and to Services and Facilities in the Leased Premises, caused by lack of care or misuse by the Lessee or by its employees or agents.

23.4 Carrying out repairs

When carrying out any repair in accordance with this clause, the Lessee shall ensure that

- (a) the work is carried out by appropriately licensed and qualified tradespersons;
- (b) the work is carried out promptly;
- (c) the work is completed in high class workmanship and with good quality materials;
- (d) fittings and materials of similar style and quality are used to the items being repaired or replaced;
- (e) the required consent or approval of any statutory authority is obtained to carry out the work and the conditions of approval are observed;
- (f) the work is carried out without creating undue noise, nuisance or interference with the use and enjoyment of adjoining or nearby leased premises.

24. Lessor's right to inspect Leased Premises

24.1 Right of inspection

The Lessor, or persons authorised by the Lessor, may enter the Leased Premises:

- (a) to inspect the condition and state of repair of the Leased Premises, Services and Facilities;
- (b) to ascertain that the Lessee complies with the Lessee's obligations under this Lease.

24.2 Prior notice

The Lessor shall exercise its entitlement under clause 24.1:

- (a) not more frequently than once monthly during the lease term;
- (b) at reasonable times during business hours on a Business day;
- (c) after giving not less than seven (7) days prior written notice to the Lessee of the intended time of the inspection, except in an emergency when the Lessor has an additional right to enter the Leased Premises and prior notice is not required before entry.

25. Lessor's right to repair Leased Premises

25.1 Lessor's right of entry

The Lessor and persons authorised by the Lessor, including consultants and contractors, may enter the Leased Premises, together with tools, equipment and materials, and remain on the Leased Premises, at and for such reasonable times as is necessary for the purpose of carrying out repairs and other work, in accordance with this clause.

25.2 Notice before entry

Before entering the Leased Premises the Lessor shall give to the Lessee not less than seven (7) days prior written notice of the intended date and time of entry, its purpose and the likely duration of the intended work, except in an emergency, when prior notice before entry is not required.

25.3 Nature of repairs

The Lessor may carry out repairs, including maintenance, installations, alterations, replacement or renewal, in respect of the Building, the Leased Premises, Services and Facilities to or situated in the Leased Premises, in order:

- (a) to undertake work which the Lessor is required or desires to carry out in accordance with this Lease;

- (b) to comply with the requirements of any authority;
- (c) to carry out work in conjunction with or to adjoining leased premises which cannot be reasonably undertaken without access from or through the Leased Premises;
- (d) to undertake work which the Lessee
 - (i) failed to carry out, in breach of its obligations under this Lease, or following notice from the Lessor;
 - (ii) failed to complete in a workmanlike manner;
- (e) to remove unauthorised work, alterations or signs, undertaken or installed by the Lessee in breach of its obligations under this Lease;
- (f) to restore or rebuild the Leased Premises following damage or destruction.

26. Removal of alterations and fixtures

26.1 Removal by Lessee

The Lessee shall:

- (a) remove:
 - (i) any alterations, additions, fixtures, partitions and fittings made or installed by the Lessee in the Leased Premises during this Lease;
 - (ii) all signs and notices erected or affixed by the Lessee to the Leased Premises and to the Building;
 - (iii) all nails and screws inserted by the Lessee into any part of the Leased Premises;
- (b) reinstate:
 - (i) the Leased Premises to their condition before any alterations, additions, installations and partitions were made or installed by the Lessee; and
 - (ii) make good, in a proper and workmanlike manner, any damage caused to the Leased Premises by the installations and their removal.

26.2 Period of removal

The Lessee shall comply with the obligations under clause 0:

- (a) before the expiry or termination of this Lease;
- (b) if this Lease is terminated suddenly or unexpectedly, by forfeiture, destruction or other event, within fourteen (14) days after the termination of this Lease.

26.3 Removal of fixtures

- (a) The Lessee is entitled to remove from the Leased Premises all fixtures installed by the Lessee during the lease term (except fixtures which the parties agreed in writing to become the Lessor's property and not removable by the Lessee).
- (b) The Lessee may remove fixtures during the term of this Lease, during any extension of the term of this Lease, during holding over after the expiration of this Lease, and during the term of a new lease granted to the Lessee, notwithstanding the surrender of this Lease, subject to this clause.
- (c) The Lessee (or the Lessee's successors or assigns) must remove fixtures within the number of days in Item 12 in the Reference Schedule after having ceased to occupy the Leased Premises.
- (d) The Lessee covenants to repair any damage caused to the Leased Premises by the removal of fixtures, or becoming apparent on their removal, in a workmanlike manner, so as to restore the Leased Premises to its condition before the installation of those fixtures which are removed.
- (e) Those fixtures which the Lessee does not remove within the period specified in paragraph (c) may at the Lessor's option remain permanently affixed to the Leased Premises and be and remain the property of the Lessor.

26.4 Consequences of failure to remove and reinstate

If the Lessee fails to comply with the obligations under clause 26.1 or 26.3 within the periods in clause 26.2 or 26.3(c)

- (a) the Lessor may cause the removal, reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable costs and expenses;
- (b) if the Lessor incurs further loss in re-letting the Leased Premises by reason of the Lessee's failure, the Lessor may recover from the Lessee the loss of rent and operating expenses which would have been received from a prospective Lessee.

PART 6 — INSURANCE, INDEMNITIES, DAMAGE AND DESTRUCTION

27. Lessor's insurances

27.1 Lessor's obligation to insure

The Lessor shall effect and maintain throughout the term of this Lease a comprehensive insurance policy:

- (a) for the full insurable and replacement value of the Building and the Lessor's plant, equipment, Facilities and property in the Building;
- (b) including for the costs of demolition, site clearance, removal of debris, professional and other costs of planning and other approvals and for reinstating or replacing the Building, and Services and Facilities to the Building;
- (c) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive insurance policy for fire and related risks.

27.2 Insurer

The Lessor shall effect the insurance under clause 27.1 with an insurer which is respectable, reputable and financially sound.

27.3 Premium

The Lessor shall pay punctually the insurance premium to effect and maintain insurance throughout the term of this Lease.

27.4 Replacement of property

- (a) In the event of loss or damage to the Lessees's property covered by the insurance under clause 27.1 the Lessee will promptly replace, repair or reinstate the damaged or destroyed property and utilise the insurance proceeds.
- (b) The Lessor is not required to repair, replace or reinstate the Lessor's property, when the following conditions are satisfied:
 - (i) the Building has been seriously damaged and is required to be substantially rebuilt or replaced; and
 - (ii) the Lessor is unable:
 - A. to obtain planning or building consent to a reinstatement of a Building of substantially similar size and lettable space;

- B. to obtain consents without the imposition of conditions which would render compliance by the Lessor unreasonable or not financially viable as a property investment;
- C. to reinstate the Building due to circumstances beyond the Lessor's control.

28. Lessee's insurances

28.1 Lessee's obligations to insure

The Lessee shall effect and maintain throughout the term of this Lease the following insurances:

- (a) *Public Risk*
 - (i) A public risk insurance policy:
 - A. in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
 - B. (i) in the sum in Item 13 in the Reference Schedule in respect of any single event or accident;
 - (ii) or for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;
 - (ii) relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the Leased Premises and use of the Building, whilst entering, leaving, using and being in the Leased Premises or any portion of the Building, in circumstances in which the Lessee may incur liability for the injury, loss or damage;
 - (iii) and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease.
- (b) *Lessee's property*
 - (i) A comprehensive insurance policy:
 - A. for the full insurable and replacement value of the Lessee's fixtures, fittings, plant, equipment and stock in trade in the Leased Premises;

- B. against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks.

(c) *Workers' compensation*

A workers' compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers' compensation, as required by law and including an extension for common law liability as required by law.

28.2 Insurer and conditions

(a) *Lessor's approval*

The Lessee's insurances shall be effected with one or more insurance companies which are:

- (i) respectable, reputable and financially sound;
- (ii) approved by the Lessor, and the Lessor's approval shall not be unreasonably withheld.

(b) *Joint insurances*

The Lessee's insurances relating to public risk, and the Lessee's property (in order to cover fixtures):

- (i) shall be in the joint names of the Lessor and the Lessee;
- (ii) shall cover the Lessor's and Lessee's interests; and
- (iii) if requested by the Lessor, shall include the interest of any mortgagee over the Building.

28.3 Payment of premium

- (a) The Lessee shall pay punctually when due the insurance premiums and other moneys payable to effect and maintain the insurances required under this clause.
- (b) If the Lessee fails to pay an insurance premium when due, the Lessor may make such payment, which shall become due and payable by the Lessee to the Lessor, together with interest, within seven (7) days after service of written notice by the Lessor on the Lessee requiring payment.

28.4 Replacement of property

- (a) In the event of loss or damage to the Lessor's or Lessee's property which is covered by insurance effected by the Lessee, the Lessee will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) The Lessee shall pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance, unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Lessor or this Lease is terminated as a consequence of the damage or destruction.
- (c) In the events under paragraph (b), the proceeds from any insurance effected by the Lessee in respect of damage or loss to the Lessor's property shall be remitted to the Lessor as compensation for its loss.

29. Lessee's conduct relevant to insurance

29.1 The Lessee agrees to comply with the requirements imposed by the Lessor's insurer for the Building and under fire safety regulations, in respect of the authorised use by the Lessee of the Leased Premises:

- (a) with regard to the installation, repair and maintenance of fire alarms, sprinklers, and fire prevention equipment in the Leased Premises, except those provided by the Lessor at or before the commencement of this Lease;
- (b) including in respect of partitions and alterations in the Leased Premises.

29.2 The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install in the Leased Premises during this Lease, in order to comply with the requirements under paragraph (a), if the Lessee shall have failed to comply with those obligations in any respect.

30. Lessee's indemnities to Lessor

30.1 Indemnities

The Lessee agrees to indemnify the Lessor from and against any liability, loss, damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:

- (a) *Breach of lease obligations*

Loss, damage or injury to property or person occurring within the Building or the Leased Premises, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease.

(b) *Misuse of Services or Facilities*

The negligent use or misuse by the Lessee (and by its agents or employees) of any Services or Facilities in the Building or in the Leased Premises.

(c) *Escape of substances*

The overflow, leakage or escape of water, gas, electricity, fire, or other materials or substances in or from the Leased Premises, caused or contributed to by the Lessee's (and its agents' or employees') negligence.

(d) *Use of Leased Premises*

Loss, damage or injury to property or person, caused or contributed to by the Lessee's negligence, arising out of use of the Leased Premises.

(e) *Faulty installations*

Loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the Leased Premises by or on behalf of the Lessee.

(f) *Failure to notify*

The Lessee's failure to notify the Lessor regarding any defect in the Facilities or Services in the Leased Premises.

30.2 **Penalties etcetera**

The indemnities under this clause include reasonable penalties, reasonable fines, reasonable legal and other reasonable costs incurred by the Lessor.

PART 7 — ASSIGNMENT AND SUBLETTING31. **Prohibition against assignment, subletting and mortgage over lease**31.1 **Prohibition of dealings**

During the continuance of this Lease, in respect of whole or part of this Lease or the Leased Premises, the Lessee shall not:

- (a) mortgage, charge or encumber this Lease;
- (b) part with possession of whole or any part of the Leased Premises;
- (c) grant any licence, or share the right of occupation or possession, in respect of whole or part of the Leased Premises;

- (d) grant any franchise or concession over the Lessee's business conducted at the Leased Premises which would entitle any other person to use, occupy or trade from whole or part of the Leased Premises.

31.2 Consent to assignment

The Lessee may apply to the Lessor for consent to the assignment of this Lease, which shall not be unreasonably withheld if the following conditions precedent are satisfied:

- (a) the Lessee shall make a written application to the Lessor for consent and furnish complete copies of all written documents entered into between the Lessee and the proposed assignee relating to the Lessee's business and the premises, written personal and business references and financial statements relating to the assignee and any proposed new guarantors;
- (b) the Lessee shall establish to the reasonable satisfaction of the Lessor that:
 - (i) the proposed assignee is respectable, responsible and solvent;
 - (ii) the proposed assignee has adequately performed its obligations as the lessee or former lessee of other business premises;
 - (iii) in respect of the business or profession intended to be conducted by the assignee at the Leased Premises the assignee has sufficient financial resources and business experience to be capable of adequately complying with the Lessee's obligations under this Lease and of efficiently conducting the assignee's business at the Leased Premises;
- (c) the Lessee shall have paid to the Lessor all moneys due under this Lease up to the date of the assignment (and, in respect of any liability which can not be accurately determined, will secure it to the Lessor's reasonable satisfaction at the date of the assignment);
- (d) there are no unremedied breaches of the Lessee's obligations under this Lease at the date of the assignment;
- (e) any other consents which are required to the assignment, by head lessors, mortgagees or others, are obtained before the assignment;
- (f) when the assignee is a company, other than a company whose shares are listed on an Australian Stock Exchange, personal guarantees for performance of lease covenants for the duration of the lease term by the assignee be provided, in a form reasonably acceptable to the Lessor and prepared on behalf of the Lessor at the Lessee's expense, by two of the assignee's directors or principal shareholders chosen by the Lessor;

- (g) the execution by the Lessee and the assignee of a transfer of this Lease, which shall be duly stamped and which the assignee or the assignee's solicitor shall undertake to have registered promptly after completion of the assignment;
- (h) the execution of a deed in a form reasonably required by and prepared on behalf of the Lessor, by the Lessor, Lessee, assignee, continuing guarantors and new guarantors, in which:
 - (i) the Lessee confirms its liability under this Lease for the balance of the current lease term;
 - (ii) the Lessor is released from liability to the Lessee under this Lease;
 - (iii) the assignee covenants to observe the Lessee's obligations under this Lease during the duration of this Lease;
 - (iv) any continuing guarantors confirm their consent and continuing liability, unless that is adequately covered in their guarantee;
 - (v) new guarantors execute guarantees under this Lease for the assignee;
- (i) the payment by the Lessee to the Lessor of the Lessor's reasonable costs and disbursements in accordance with clauses 11.3 to 11.6.

31.3 Change in control of Lessee

When the Lessee is not a company whose shares are listed on an Australian Stock Exchange, any proposed:

- (a) transfer in the legal or beneficial interest in shares of the Lessee if a company;
- (b) allotment of shares in the Lessee company; or
- (c) changes in the company's articles of association,

which would have the consequence of altering the effective control of the Lessee company, is considered to be an assignment of this Lease and requires the Lessor's consent in accordance with clause 31.2 as if the parties which would acquire control over the company were assignees of the Lease.

PART 8 — LESSOR'S COVENANTS, OBLIGATIONS AND RESERVATION OF ENTITLEMENTS

32. Lessor's covenant for quiet enjoyment

The Lessor covenants with the Lessee that whilst the Lessee complies with the financial and other obligations under this Lease, the Lessee may occupy and have the use and enjoyment of the Leased Premises for the term of this Lease without interruption or disturbance from the Lessor and other persons lawfully claiming through or under the Lessor.

33. Right to use portion of Leased Premises

33.1 The Lessee acknowledges that the Lessor is an Impounding Authority.

33.2 The Lessor reserves the right to use portions of the Leased Premises as required to discharge its powers and obligations under the Act.

33.3 The Lessor will not unreasonably interfere with the Business of the Lessee whilst discharging its powers and obligations under the Act.

34. Right to inspect Leased Premises

34.1 The Lessor, its employees, agents and persons authorised by the Lessor, may enter and remain on the Leased Premises, for reasonably short periods of time, for the purpose of inspecting the Leased Premises, with a prospective purchaser or mortgagee of the building or with a prospective lessee of the Leased Premises.

34.2 The right to enter and inspect the Leased Premises shall be exercised:

(a) during the last two months of the lease term, with prospective lessees;

(b) during two hours in any week, to be nominated by the Lessor, with prospective purchasers or mortgagees of the Leased Premises.

PART 9 — DEFAULT AND TERMINATION

35. Lessee's obligation to yield up Leased Premises

The Lessee agrees, immediately on the expiry or legally effective termination of this Lease, to yield up possession and control over the Leased Premises to the Lessor, in the condition and state of repair as required under this Lease.

36. Essential terms of lease

It is agreed that the following obligations by the Lessee are essential terms of this Lease:

- 36.1 the covenant to pay rent throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of each monthly instalment of rent (clause 7);
- 36.2 the covenant dealing with the use of the Leased Premises (clause 14);
- 36.3 the covenant dealing with assignment and subletting (clause 32).

37. Lessor's entitlements after Lessee vacates during lease term

If the Lessee vacates or abandons the Leased Premises during the lease term in breach of the Lessee's obligations under this Lease the Lessor may:

- 37.1 accept the keys to the Leased Premises from the Lessee;
- 37.2 renovate, restore and clean the Leased Premises;
- 37.3 change the locks and secure the Leased Premises;
- 37.4 permit prospective tenants to inspect the Leased Premises;
- 37.5 take any action clauses 37.1 - 37.4 without the Lessor's conduct constituting:
 - (a) a re-entry or termination of this Lease;
 - (b) the acceptance of a surrender of this Lease.

38. Power of attorney by Lessee to Lessor

38.1 Appointment

The Lessee appoints the Lessor (and its successors and assigns, being the owner of the property for the time being) the Lessee's attorney with the powers contained in this clause.

38.2 Irrevocable power

This power of attorney is:

- (a) irrevocable by the Lessee,
- (b) granted by the Lessee for valuable consideration (the grant of this Lease by the Lessor), to secure the performance of the Lessee's obligations and the Lessor's proprietary interest over the Leased Premises.

38.3 Extent of power

The Lessor as the Lessee's attorney and in the name and on behalf of the Lessee may:

- (a) remove from the Leased Premises, store and sell, any plant, equipment, chattels and other property left on the Leased Premises by the Lessee, after the Lessee has vacated the premises and this Lease is terminated or has expired;
- (b) surrender this Lease, after:
 - (i) the Lessor has become entitled to terminate this Lease; and
 - (ii) the Lessee vacates or abandons the Leased Premises; or
 - (iii) the Lessor terminates this Lease by serving notice of termination;
- (c) withdraw any caveat lodged by the Lessee in respect of this Lease, after the Lessor effectively terminates this Lease.

38.4 **Duration and Power**

The Lessor may:

- (a) act as attorney under this clause during the continuance of this Lease and during the period of the number of months in Item 14 in the Reference Schedule after the termination of this Lease;
- (b) register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power;
- (c) ratify and confirm any power when exercised under this clause, as attorney and agent for the Lessee.

39. **Waiver**

After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoings, operating expenses, or other financial obligations does not:

- 39.1 preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- 39.2 constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- 39.3 waive the Lessee's continuing obligation to make those payments during the lease term.

40. Termination after damage to or destruction of Building

40.1 Lessor's entitlement to terminate lease

- (a) The Lessor may terminate this Lease when the Building is seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, in any of the following circumstances:
- (i) when the Building is required to be demolished and wholly replaced;
 - (ii) when the serious damage or destruction extends to more than fifty per cent (50%) of the Building, including the Leased Premises;
 - (iii) when the Lessor is not required to repair, replace or reinstate the Building under this Lease;
 - (iv) when the Building cannot be repaired or reinstated by the Lessor, acting reasonably and promptly, within the number of months in Item 15 in the Reference Schedule after the damage;
 - (v) when the Leased Premises are incapable of being used and occupied due to the damage and this Lease expires, with no option for renewal, within two (2) years after the date when the damage occurs.
- (b) In any of the circumstances specified in paragraph (a) the Lessor may give written notice at any time terminating this Lease on one month's notice.

40.2 Lessee's entitlement to terminate Lease

- (a) The Lessee may terminate this Lease when the Leased Premises are seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, or the Leased Premises are rendered incapable of being used and occupied as a consequence of serious damage to the Building from such an event, in any of the following circumstances:
- (i) when the Lessor takes no action to repair or reinstate the Leased Premises for a consecutive period of the number of weeks in Item 15 in the Reference Schedule, at any time after the date of the damage;
 - (ii) when the Leased Premises will not be capable of being used and occupied for a period in excess of the number of weeks in Item 15 in the Reference Schedule from the date of the damage.

- (b) In any of the circumstances specified in paragraph (a), the Lessee may give one month's written notice terminating this Lease.

41. Termination of Lease for default

41.1 Default

Each of the following constitutes a default by the Lessee under this Lease

- (a) the failure to pay to the Lessor rent or comply with any other financial obligation under this Lease, including the payment of outgoings, for a period in excess of fourteen (14) days after the due date for payment, whether a formal demand for payment has or has not been made;
- (b) the failure to comply with an essential term of this Lease;
- (c) any serious, persistent and continuing breach by the Lessee of its covenants and obligations under this Lease.

41.2 Termination after default

The Lessor may terminate this Lease, after a default by the Lessee in accordance with clause 41.1, and continuance of the default, after the Lessor shall have served a legally effective notice of breach of covenant (if required) by:

- (a) re-entering and taking possession of the Leased Premises, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both (a) and (b) or in (b) and (c).

42. Lessor's entitlement to damages

42.1 Damages for breach or for repudiation

- (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes:
 - (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
 - (ii) a breach of any Lease covenants;
 - (iii) a breach of an essential term of this Lease;

the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach,

whether this Lease is or is not terminated for the repudiation, breach or on any other ground.

- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.
- (d) The Lessor's entitlement to recover damages is not affected or limited by any of the following:
 - (i) if the Lessee abandons or vacates the Leased Premises;
 - (ii) if the Lessor elects to re-enter or to terminate the Lease;
 - (iii) if the Lessor accepts the Lessee's repudiation;
 - (iv) if the parties' conduct constitutes a surrender by operation of law.

42.2 **Additional entitlements of Lessor**

The Lessor's entitlement to damages is in addition to

- (a) the entitlement to recover rent, rates, taxes, outgoings and operating expenses until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.

43. **Removal of Lessee's property**

43.1 **Lessee's obligation to remove property**

- (a) The Lessee shall remove all its property, including furniture, plant, equipment and stock in trade, from the Leased Premises, before the expiry or termination of this Lease or, if it is terminated by the Lessor, within seven (7) days after this Lease is terminated.
- (b) After the Lessor terminates this Lease, the Lessee and its employees and agents may have access to the Leased Premises, whilst the Lessor has possession and control over those premises, for the next seven (7) days (excluding Sundays and public holidays), between 8am and 5pm, for the purposes of removing the Lessee's property and cleaning, repairing or restoring the Leased Premises.

- (c) The Lessee shall not cause any damage to the Building or to the Leased Premises whilst removing its property, shall leave the Leased Premises clean and tidy after the removal and shall be liable for the cost of repair of the damage caused by or during the removal.

43.2 Lessee's failure to remove property

- (a) If the Lessee fails to remove any of its property from the Leased Premises, the Lessor may:
 - (i) have that property removed from the Leased Premises and stored, using reasonable care in removing and storing the property, but being exempted from any liability to the Lessee for loss or damage to any of its property through the negligence of the Lessor, its employees or agents;
 - (ii) sell or otherwise dispose of all or any of the Lessee's property, with or without removing them from the Leased Premises, in the name of and as agent for the Lessee.
- (b) In respect of all or any of the Lessee's property which the Lessee has failed to remove from the Leased Premises, the Lessee is deemed to have abandoned the property and title to it and the Lessor at its option acquires title to that property through abandonment.
- (c) The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment.

43.3 Lessee's responsibility for damages and costs

The Lessee is responsible for and indemnifies the Lessor in respect of:

- (a) any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's property from the Leased Premises;
- (b) the costs of removal, storage and sale of any of the Lessee's property.

44. Dispute Resolution

44.1 Dispute

If any dispute arises out of this Lease (*Dispute*) a party must not commence any court proceedings unless the parties to the Dispute have complied with the following paragraphs of this clause except where a party seeks urgent interlocutory relief.

44.2 Notice of Dispute

A party claiming that a Dispute has arisen out of or in relation to this Lease must give written notice (*Notice*) to the other party specifying the nature of the

Dispute.

44.3 **Dispute Resolution**

If the parties do not agree within 14 days of receipt of the Notice (or such further period as agreed in writing by them) as to:

- (a) the dispute resolution technique (eg expert determination) and procedures to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales, and, the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

The parties will be jointly responsible for the fees of the mediation and each must pay their own costs in respect of it and the parties may be legally represented.

PART 10 — MISCELLANEOUS

45. **Service of notices**

45.1 **Notice**

Any notice, document or demand ("**notice**") under this Lease shall be served in accordance with this clause.

45.2 **Signature of notice**

The notice shall be in writing, signed by the party giving it, or by the party's duly authorised officer (if a corporation), agent or solicitor.

45.3 **Service of notice**

A notice may be served on a party to this Lease, including their successors, assigns, and guarantors:

- (a) by personal delivery to that party or if more persons than one are lessors or lessees to any one of them;
- (b) by delivering the notice to the Leased Premises and leaving it with an employee of the Lessee;

- (c) by delivering the notice to the Lessor's business address and leaving it with an employee of the Lessor; or
- (d) by sending it, addressed to the party at that party's address stated in Item 16 in the Reference Schedule, by prepaid security post or certified post.

45.4 Time of service

A notice is considered to have been served:

- (a) at the time of delivery;
- (b) on the third Business day after the day on which it is posted, the first Business day being the day of posting.

46. Collateral to Deed

- 46.1 This Lease is made collateral to the Deed and any default under this Lease is deemed to be default under the Deed. In the event that this Lease is terminated by either party and in particular the Lessor then the Deed will also be terminated forthwith.
- 46.2 It is intended by the parties that the provisions of this Lease shall only operate and be effective whilst the Deed is current and operative.

47. Consents

Where the Lessee required the consent of the Lessor in respect of any matter under this Lease, the following provisions shall apply:

- 47.1 the consent is required to be in writing;
- 47.2 the consent must be sought and provided before the proposed occurrence of the subject matter of the consent;
- 47.3 the Lessor shall not unreasonably refuse its consent; and
- 47.4 the Lessee will pay all of the Lessor's reasonable costs in respect of dealing with the request for its consent including all fees of professionals or consultants from whom it chooses to seek advice in respect of the request.

PART 11 — GUARANTEE

48. Entering into Guarantee

In consideration of the Lessor agreeing to grant this Lease to the Lessee at the request of the Guarantor specified in Item 16 of the Schedule (**Guarantor**) the Guarantor enters into this guarantee (**Guarantee**) in favour of the Lessor on the terms specified in this clause.

49. Scope of guarantee

- 49.1 The Guarantor agrees to guarantee the payment of rent and the observance and performance of all the Lessee's obligations as specified in this Lease throughout the lease term, including during holding over as periodical tenant after the expiry of the lease term, by the Lessee, its successors and assignees of this Lease.
- 49.2 This Guarantee covers the whole period whilst the Lessee occupies or is entitled to occupy the Premises under this Lease as the Lessee, or whilst holding an equitable interest over the Premises under an agreement for lease or as a periodical tenant.
- 49.3 This Guarantee extends to claims by the Lessor:
- (a) for damages for breaches of lease covenants;
 - (b) for breaches of any essential terms of this Lease;
 - (c) for repudiation of this Lease;
 - (d) for the Lessor's loss or damage in the event the Lessee abandoning or vacating the Premises;
 - (e) in the event of the Lessor electing to re-enter or to terminate this Lease;
 - (f) for the Lessor's reasonable legal and other expenses of seeking to enforce those obligations against the Lessee and the Guarantor, recovering possession and terminating this Lease, on the basis specified in clause 11;
 - (g) for loss or damage consequent on disclaimer of this Lease on the Lessee's insolvency, as if this Lease had not been disclaimed.
- 49.4 This Guarantee is in favour of the Lessor and its successors and assigns being the owner of the Premises from time to time during the continuance of this Guarantee.

50. Liability of several Guarantors

When there is more than one Guarantor under this Lease:

- 50.1 the term Guarantor in this clause refers to each of the Guarantors and to all of them;
- 50.2 their obligations as Guarantor are joint and several;
- 50.3 the Lessor may enforce this Guarantee against all or any of them;

- 50.4 any notice or demand may be served on all of them by serving any one of them;
- 50.5 this Guarantee remains binding on the other Guarantors, even if:
- (a) any Guarantor fails to execute this Lease or to enter into this Guarantee;
 - (b) this Guarantee is not binding on any Guarantor;
 - (c) the Lessor shall release any Guarantor from liability under this Guarantee.

51. Lessor's covenants

The Lessor covenants with the Guarantor:

- 51.1 to take reasonable steps to require the Lessee to comply with the Lessee's obligations under this Lease before seeking to enforce this Guarantee;
- 51.2 to forward to the Guarantor copies of any letters, notices, or notices of breach of covenant, sent to or served on the Lessee by the Lessor relating to the breach of any obligation under this Lease, within 7 days after sending it to or serving it on the Lessee;
- 51.3 to give the Guarantee the opportunity, for a period of 14 days after having been notified by the Lessor, to remedy the Lessee's breaches under this Lease before seeking to re-enter or to terminate this Lease;
- 51.4 not to consent to any request by the Lessee for an assignment of this Lease, subletting, or for varying any provision of this Lease, until after the expiry of 14 days notice served on the Guarantor of such request together with any correspondence relating to it and after considering the Guarantor's written representations and submissions which may be made within the 14 days.

52. Lessor's liability to Guarantor

The Lessor's failure to comply with the covenant in clause 51 shall not discharge this Guarantee, but the Guarantor may claim damages from the Lessor for any such breach and may rely on it in proceedings for injunction and for relief against forfeiture of this Lease.

53. Claim under Guarantee

Subject to clause 51.1, the Lessor is entitled to require the Guarantor to pay to the Lessor any outstanding rent or other amount or to compensate the Lessor for any loss or damage without the Lessor having instituted any proceedings against the Lessee in respect of such claims or breaches.

54. **Guarantee not discharged**

This Guarantee is not discharged and the Lessor's rights against the Guarantor are not affected by any of the following:

- 54.1 the granting of any indulgence or extension of time by the Lessor to the Lessee or to the Guarantor;
- 54.2 the Lessor's neglect or failure to enforce lease covenants against the Lessee or waiver of any breaches or defaults under this Lease;
- 54.3 the total or partial release of liability of the Lessee or of a Guarantor by the Lessor;
- 54.4 the entry into any arrangement, composition or compromise relating to this Lease between the Lessor and the Lessee or any other person;
- 54.5 the variation of any provision of this Lease between the Lessor and the Lessee without the Guarantor's consent but only if they are minor and are not prejudicial to the Guarantor;
- 54.6 the death or bankruptcy or winding up of the Lessee or the Guarantor;
- 54.7 the Lessee's liability under this Lease, or this Lease, being or becoming invalid, illegal, or unenforceable, including through any act, omission or legislation;
- 54.8 the disclaimer of this Lease following the Lessee's insolvency.

55. **Lessor's certificate**

For the purpose of this Guarantee, a certificate or statement signed by or on behalf of the Lessor or the Lessor's solicitors relating to any sum of money claimed by the Lessor to be due from the Lessee under this Lease is prima facie evidence of the amount claimed and the facts stated therein.

56. **Payments**

- 56.1 In respect of any payment made by or on behalf of the Lessee under this Lease which is void or is avoided for any reason, the Guarantor shall remain liable under this Guarantee as if that payment had not been made.
- 56.2 Until the Lessor's claims against the Lessee and against the Guarantor have been fully satisfied, the Guarantor will hold on trust for the Lessor any money received by the Guarantor under any arrangement, composition, assignment, liquidation or bankruptcy of the Lessee.

57. **Entitlement for substitution of Guarantor**

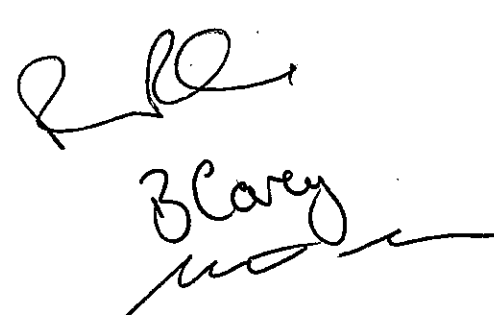
- 57.1 In each of the following circumstances the Guarantor may apply to the Lessor to be released from this Guarantee from the date on which an acceptable new Guarantor shall enter into the Guarantor's obligations under this Guarantee:

- (a) if the Lessee is a corporation and the Guarantor was a director or shareholder of the Lessee, after the Guarantor has ceased to be a director or a shareholder of the Lessee;
- (b) if the Lessee seeks the Lessor's consent to an assignment of this Lease, from the date of the assignment.

57.2 The Lessor shall permit the substitution of a new Guarantor for the Guarantor in any of the circumstances specified in clause 57.1 and shall not unreasonably refuse, withhold or delay its consent to a new Guarantor who is an acceptable new Guarantor.

57.3 An acceptable new Guarantor is a person who is respectable and is either:

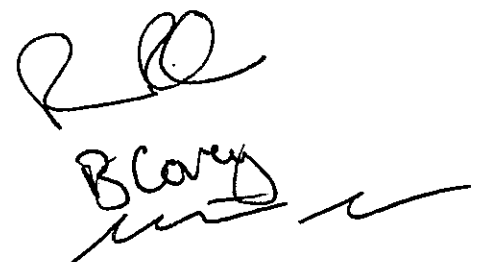
- (a) not less sufficiently financial than the Guarantor;
- (b) is an adequately financial Guarantor.



R. Carey

REFERENCE SCHEDULE

- Item 1**
(cl 1)
- Description of Leased Premises:**
- Certificates of Title 3/535621, 1/402452, 22/848313, 11123-77, 8020-57, 7436-196, 4875-157 as regards to the premises known as the Finley Livestock Exchange, 127 - 141 Hamilton Street, Finley NSW 2713.
- Item 2**
(cl 1 and cl 3(b))
- Inclusions in Lease Premises:**
- Lessor's fixtures:
- Lessor's chattels:
- Item 3**
(cl 2.8)
- Law of State governing this Lease:**
- New South Wales
- Item 4**
(cl 4)
- Lease term:**
- Five (5) years
- Commencement date: 1 July 2017
- Last day of lease term: 30 June 2022
- Item 5**
- Options for renewal:**
- Period of service of notice of exercise of option (cl 6.4(a)(ii)):
Not more than 6 months or less than 3 months from the expiry of the term of the then current lease.
- Term of renewal (cl 6.5(a)(i)):
Five (5) years
- Further options for renewal (cl 6.5(a)(ii)):
Two terms each of five (5) years so that the maximum term of this lease is 20 years
- Time for adjustment of rent after rent determination
7 day (cl 6.6(b)), if applicable



B. Carey

Item 6
(cl 7)**Rent:**

The greater of \$1.00 or the sum derived in accordance with the following formula:

$$R = (Y - \$100,000) \times 0.03$$

R means annual rental

Y means Gross Revenue Derived From Sales over the preceding year.

First Payment:
1 September 2018

Item 7
(cl 9)**Review Dates (cl 9.1):**

On the anniversary of the Commencement Date.

Item 8
(cl 13)**Rate of interest (cl 13.2(a)):**

12% per annum

Item 9
(cl 14)**Use of Lease Premises for the following purposes (cl 14):**

Livestock Saleyards

Item 10
(cl 16)**Lease Premises required to be kept open and trading during the following hours:**

As provided in the Deed.

Item 11

Not used.

Item 12
(cl 27)**Removal of Fixtures:**

Removal of fixtures, nor more than 14 days after Lessee ceased to occupy Leased Premises (cl 27.3(c))

Item 13
(cl 29)**Lessee's insurances:**

Amount of initial public risk cover (cl 29.1(a)(i)B(i))

Twenty million dollars (\$20,000,000.00)

Item 14
(cl 38)**Duration of power of attorney after termination of Lease (cl 38.4(a)):**

6 months

Item 15
(cl 40)

Lessor's entitlement to terminate Lease, when Building seriously damaged and cannot be repaired or reinstated within following period (cl 40.1(a)(iv)):

6 months

Lessee's entitlement to terminate Lease, when Leased Premises seriously damaged and

- (i) Lessor takes no action to repair or reinstate for **6 weeks** after damage (cl 40.2(a)(i));
- (ii) Leased Premises will not be capable of being used and occupied for period in excess of (cl 40.2(a)(ii)):

9 months

Item 16
(cl 44)

Address for service of notices (cl 44.3(d)):

Lessor: Berrigan Shire Council
PO Box 137
Berrigan NSW 2712

Lessee: Scanclear Pty Ltd

Registered Office:

Perta Thomson Partners
140 – 142 Welsford Street
Shepparton Vic 3630

Principal Place of Business:

24 New Dookie Road
Shepparton Vic 3630

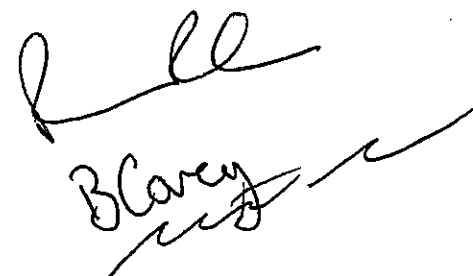
Mailing Address:

PO Box 810
Shepparton Vic 3630

Item 17
(cl 48)

Guarantors

Brendan James Carey
'Gunn Road' RMB 1212
Yabba North VIC 3646

A handwritten signature in black ink, appearing to read 'B. Carey', with a flourish underneath.



Engagement Strategy

Future of the Finley
Sale Yards

May 2020

Contents

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Introduction

The *Stakeholder Engagement Strategy – for the Future of the Finley Sale Yards* has been developed to identify the relevant stakeholders and stakeholder groups that will be engaged.

This Strategy and action plan has been developed with reference to the following:

1. Berrigan Shire Council Delivery Program 2017 – 2021
2. Berrigan Shire Council's Strategic Risk Management Plan
3. Berrigan Shire Council's Risk Management Policy and Framework
4. Work Health and Safety Act 2011 (NSW)
5. Work Health and Safety Regulations 2011 (NSW)
6. Financial Strategy 2016
7. Reports to Ordinary Council Meetings February 2019, August 2019, December 2019 and March 2020
8. Risk Assessment – Finley Sale Yards May 2020
9. Economic (Jobs) Impact Assessment – Closure Finley Sale Yards
10. Community Engagement Framework and Community Participation Plan 2019

This engagement strategy identifies

- a) The extent of Community Engagement
- b) Key Messages
- c) How each stakeholder group will be engaged; and
- d) Responsibility for implementation of the **Future of the Finley Sale Yards Engagement Strategy**.

Extent of Community Engagement

Extent of Community Engagement	Indicative Tools for Engagement		Risk Assessment: Impact Local / Whole of Shire		Steps for Community Engagement
Inform: Sharing the best available information	Briefings, Fact Sheets, Council Website, Media campaigns, Displays in Shop fronts, libraries etc	✓	Level A: High Impact: Whole of Shire / Regional		<ol style="list-style-type: none"> 1. Identify likely stakeholders 2. Plan and gather best available information and resources 3. Share information with stakeholders 4. Work effectively together 5. Feedback the results of engagement 6. Monitor and evaluate the process
Consult: Exploring options and preferences	Web based consultation, Interviews, Surveys, Public meetings, Focus Groups		Level B High impact: Local area or specific community / user group	✓	
Involve: Inclusion of ideas in the decision making	Workshops 'Community Conversations' Interviews with Stakeholders		Level C Lower Impact: Whole of Shire		
Collaborate: Sharing responsibility either for decision making or service delivery	Community Advisory Groups Participative Decision-making Forums Inter-agency partnerships / consortiums		Level D Lower Impact: Local area or specific community / user group		

Key Messages

Effective immediately, the Council will close the Finley Saleyards.

The Finley Sale Yards, despite the efforts of the Council and the operator Scanclear, are outdated and are judged by the Council, the users of the facility and SafeWork NSW as unsafe and not fit for purpose.

Industry change and the development of Regional-scale Sale Yards has created market conditions where further investment by Council ratepayers is not financially viable nor sustainable.

The Finley Sale Yards are a Council business; hence, the Council has no plans to upgrade or reopen the Finley Sale Yards due to the lack of a business case for its upgrade or reopening.

Action Plan

Stakeholder	Key issues, concerns, perspective	How or do we need to we engage them?	When will we engage them?	Responsibility
Shire Councillors	<p>Liability and Risk – the Council is obligated to ensure that its facilities are safe and fit for purpose</p> <p>Financial Impact – The Finley Sale Yards are a Council business – the Council’s Financial Strategy notes that the Council will seek to achieve a return or minimise rate payer subsidy on Council business</p> <p>Economic Impact – Jobs - Modelling suggests that the Sale Yards</p>	<p>Why is this important Reputational, Financial and Criminal Negligence Risk to the Council and Council Officers is posed by the continued operation of the Sale Yards</p> <p>Key Message is... The Finley Saleyards will be closed.</p> <p>Secondary Messages The Finley Sale Yards, despite the efforts of the Council and the operator Scanclear, are outdated and are judged by the Council, the users of the facility and SafeWork NSW as unsafe and not fit for purpose.</p> <p>Industry change and the development of Regional-scale Sale Yards has created market conditions where further investment by Council ratepayers is not financially</p>	Meeting Council Meeting	General Manager Enterprise Risk Manager

Stakeholder	Key issues, concerns, perspective	How or do we need to we engage them?	When will we engage them?	Responsibility
		<p>viable nor sustainable.</p> <p>The Finley Sale Yards are a Council business; hence, the Council has no plans to upgrade or reopen the Finley Sale Yards.</p>		
Scanclear	<p>Liability and Risk – the Lessee is obligated to ensure that the facilities it uses are safe and fit for purpose</p> <p>Financial Impact – The Finley Sale Yards generate income for the Lessee –</p> <p>Economic Impact – Jobs - Modelling suggests that the closure of the Sale Yards will result in the loss of 4 local jobs</p>	<p>Why is this important</p> <p>Reputational, Financial and Criminal Negligence</p> <p>Risk to Scanclear is posed by the continued operation of the Sale Yards</p>	In accordance with the terms and conditions of lease formal and written advice of the decision to close	<p>General Manager</p> <p>Director</p> <p>Corporate Services</p>

Stakeholder	Key issues, concerns, perspective	How or do we need to we engage them?	When will we engage them?	Responsibility
Residents	Residents / business in the Berrigan Shire have based on their experience and interests diverse opinions. Consensus or majority view is not necessarily possible or likely.	Media Release Community Information Campaign	Within one week of the formal closure and advice to the Lessee Or within 24-hours should the Lessee advise customers, stock and station agents, transport operators of the Closure	SSPC Admin Officer – Communications Assets & Operations Manager SSPC Admin Officer – Communications
Finley Chamber of Commerce	Objections to the loss of a local business and jobs	Embargoed Copy of Media Release	Within 3 working days of the formal closure and advice to the Lessee	General Manager EIDL

Engagement Tools

- 1) Media Release: Announcing the Closure of the Finley Sale Yards
- 2) Publication of Media Release on the Council Website
- 3) Possible Letter Box Drop all households in Berrigan Shire of Q & A information

Finley Only: Possible Letter Box Drop – Briefing Future of the Finley Sale Yards or Closure of the Finley Sale Yards

Possible Finley community briefing in a brochure format will present information about the following

- a) Current Situation
 - a. WorkSafe Notification
 - b. Works Required
 - c. Council's Role
 - d. Operator's Role / Lessee
 - e. Stock and Sale Yard Industry Restructure
 - f. Economic Value – Local Jobs

- b) Council's Position
 - a. Sale Yards are a Council business – not a community service
 - b. The Sale Yards are liability
 - c. Industry change and the development of Regional scale Sale Yards created market conditions where further investment by Council is not financially sustainable – hence, the Council will work with affected stakeholders re: the Closure of the Finley Saleyards

**BAROOGA SPORTS CLUB
COMPARATIVE PROFIT AND LOSS**

AS OF APRIL 30, 2020

Date Printed: 14/5/2020

	ACTUAL YTD	LY YTD
<u>UNALLOCATED</u>		
Unallocated		
Cost of Sales Unallocated		
<u>GAMING</u>		
Gaming Income		
SALE OF PM ENTITLEMENTS		360,000.00
POKER MACHINES	7,360,277.80	8,149,630.27
REBATES RECEIVED	31,236.36	32,736.04
OTHER INCOME	10.30	145.00
Total Gaming Income	7,391,524.46	8,542,511.31
Cost of Sales: Gaming		
PURCHASES: CATERING	1,291.19	
PM COSTS: TAX	1,512,443.49	1,688,082.90
PM COST: MAINT CONTRACT	10,854.41	32,626.16
PM COSTS: CMS & MAXI	89,124.02	92,561.53
TGS SERVICE FEE		955,512.00
MEMBERS EXPENSES: GENERAL	100,534.80	87,948.03
Total Cost of Sales: Gaming	1,714,247.91	2,856,730.62
Gross Profit Gaming Income	5,677,276.55	5,685,780.69
Gross Profit %	76.81%	66.56%
<u>BAR</u>		
BAR Income		
BAR TAKINGS	2,009,178.82	1,912,080.13
MINI BAR SALES	1,483.18	2,666.87
CATERING INCOME		
WORKCOVER REIMBURSEMENTS	4,385.67	
VENDING MACHINES		
REBATES RECEIVED	52,644.12	27,688.80
OTHER INCOME	14.91	
Total BAR Income	2,067,706.70	1,942,435.80
Cost of Sales: BAR		
CLOSING STOCK-BSC BAR	(8,135.75)	(14,680.19)
CLOSING STOCK-BOWLS	(1,199.93)	(667.94)
CLOSING STOCK-GC BAR	(4,769.81)	(9,974.53)
PURCHASES: BAR - GENERAL	769,567.43	771,141.84
PURCHASES: BAR - HEAVY BEER		96.00
PURCHASES: BAR - GAS CYLINDER	2,686.80	3,338.26
STOCK TRANSFERS INTERNAL	(190.00)	
PURCHASES: CATERING	56.72	
MEMBERS EXPENSES: GENERAL		100.00

MEM EXP: DISC LIQ	155,816.51	192,360.67
Total Cost of Sales: BAR	913,831.97	941,714.11
Gross Profit BAR Income	1,153,874.73	1,000,721.69
Gross Profit %	55.80%	51.52%
<u>CATERING</u>		
CATERING Income		
CATERING INCOME	2,154,135.91	2,477,495.86
CATERING - FUNCTIONS	50.00	(9.09)
VENDING MACHINES	9,623.18	13,870.54
Total CATERING Income	2,163,809.09	2,491,357.31
Cost of Sales: CATERING		
CLOSING STOCK-BSC CATERING	5,472.76	(3,460.42)
CLOSING STOCK-GC CATERING	(16,309.63)	(5,271.83)
PURCHASES: BAR - GENERAL	49.54	18.23
PURCHASES: CATERING	988,853.55	1,069,995.20
MEMBERS EXPENSES: GENERAL		8.30
MEM EXP.: DISC FOOD	139,921.86	255,383.92
Total Cost of Sales: CATERING	1,117,988.08	1,316,673.40
Gross Profit CATERING Income	1,045,821.01	1,174,683.91
Gross Profit %	48.33%	47.15%
<u>FUNCTIONS</u>		
FUNCTIONS Income		
BAR TAKINGS	141,017.58	151,715.15
CATERING INCOME	11,887.07	15,299.66
CATERING - FUNCTIONS	258,013.90	281,870.23
GOLF GREEN FEES		800.00
ENTERTAINMENT	54,936.53	
SOUVENIRS		1.82
RAFFLES	8,578.29	
HIRE OF FACILITIES	27,148.77	28,122.30
HIRE OF EQUIPMENT (FUNCTIONS)		(100.00)
OTHER INCOME	3,889.19	2,327.82
FUNCTIONS - INCOME	18,842.31	22,526.36
Total FUNCTIONS Income	524,313.64	502,563.34
Cost of Sales: FUNCTIONS		
TRANSFERRED FUNCTION COSTS		
PURCHASES: BAR - GENERAL		6,608.78
MEMBERS EXPENSES: GENERAL		15.30
Total Cost of Sales: FUNCTIONS		6,624.08
Gross Profit FUNCTIONS Income	524,313.64	495,939.26
Gross Profit %	100.0%	98.68%
<u>GENERAL AND OPERATING</u>		
GENERAL AND OPERATING Income		
ACCOMMODATION	178,518.38	239,136.11
ACCOMODATION - GOLF PACKAGES	245,825.84	320,556.83
LAUNDRY/DRY CLEANING INCOME	43.63	74.54
MINI BAR SALES		3.64
CATERING - FUNCTIONS		350.00
PROFIT (LOSS) ON SALE OF FIXED ASSETS	77,050.11	168,424.68
GOLF GREEN FEES	478,224.48	555,579.49

GOLF PACKAGE PROFIT	42,491.50	50,444.67
PRO SHOP EQUIPMENT		200.00
GOLF MEMBERSHIP	183,859.55	213,495.38
CART RECEIPTS		3,345.45
COURSE ADVERTISING INCOME	34,772.76	33,295.49
EQUIPMENT STORAGE INCOME	10,522.74	9,590.88
TOURNAMENT INCOME	(136.38)	9,215.55
TOURNAMENT: EASTER	330.43	8,109.07
TOURNAMENT: SENIORS	(74.56)	16,387.26
TOURNAMENT: QUEENS BIRTHD		181.82
TOURNAMENT: MELBOURNE CUP	6,800.00	6,145.45
TOURNAMENT: EDNA O'BRIEN	(68.18)	
COMPETITION LEVY	60,485.94	72,253.27
WATER LEVY	49,851.96	59,460.91
GOLF INCOME	2,106.34	2,702.54
SHF - MEMBERSHIP	231,211.65	240,249.20
SHF - CASUAL VISITS	58,576.83	68,951.33
SHF - CRECHE	7,145.54	4,492.61
SHF - GROUP BOOKINGS	195.45	5,336.41
SHF - POOL HIRE	10,873.20	12,914.17
SHF - SWIMMING LESSONS	76,428.73	90,697.70
SHF - PERSONAL TRAINING	15,465.46	19,230.85
SHF - SUNDRIES	1,057.28	3,440.97
SHF - HOLIDAY PROGRAM INC	2,323.65	3,831.82
SHF - COURT HIRE	709.09	1,205.93
STAFF TRAINING INCENTIVES	4,000.00	
WORKCOVER REIMBURSEMENTS	12,811.06	19,808.03
ENTERTAINMENT	177.27	30,763.06
BOWLING MEMBERSHIP	11,758.59	8,736.37
BOWLS TOURNAMENT	227.27	963.63
MEMBERSHIP	53,725.05	49,240.51
MEMBERSHIP - 3 YEARS	12,379.10	12,218.12
MEMBERSHIP - 5 YEARS	6,904.53	8,090.69
INTEREST EARNED: GENERAL	2,966.63	19,090.15
CIG/TOBACCO COMMISSION	1,074.09	1,206.83
SOUVENIRS	6,050.39	2,473.05
RAFFLES	76,025.29	87,892.46
BINGO SALES	107,032.21	121,355.64
KENO COMMISSION	62,017.03	58,240.83
VENDING MACHINES	1,401.44	1,863.64
CONDOM MACHINES	136.00	138.37
PAPERS	6.82	179.90
TAB COMMISSION	85,502.06	108,244.32
COMMISSIONS	60,090.54	64,903.63
BOWLING INCOME	7,347.28	9,421.82
SPONSORSHIP: BOWL	8,345.46	6,581.84
SPONSORSHIP: RECEIVED	12,500.00	
HIRE OF FACILITIES	200.00	495.91
RENTAL PROPERTIES	48,511.06	79,433.49
OTHER INCOME	383,481.22	1,076,789.93
Total GENERAL AND OPERATING Income	2,739,261.81	3,987,436.24
Cost of Sales: GENERAL AND OPERATING		
LESS BRIDGES VILLAS BREAKFAST VOUCHERS	130,547.59	149,638.50
CLOSING STOCK-BSC SOUVENIRS	2,988.52	213.88
CLOSING STOCK-GC SOUVENIRS	(92.40)	412.50
PURCHASES: BAR - GENERAL	3,675.19	916.82

PURCHASES: CATERING	621.40	2,153.85
PURCHASES: SOUVENIRS		2,600.00
PURCHASES: SPORTS SHOP & KIOSK		607.20
PURCHASES: PRO SHOP FOOD/BEVERAGES/CONFEC		871.14
PURCHASES: EQUIPMENT		474.10
PURCHASES: LADIES GOLF	943.37	2,935.18
PURCHASES: HOLIDAY PROGRAM	261.52	133.78
COURSE ADVERTISING SIGNAGE	840.00	120.00
COURSE - CHEMICALS	77,651.82	92,705.88
COURSE - FUEL	61,051.20	50,820.87
COURSE - GARDENS & PATHS	155.23	827.60
COURSE - IMPROVEMENTS	7,806.27	1,179.00
COURSE - IRRIGATION/WATER	19,671.68	20,027.78
COURSE - PROMO COSTS		1,680.00
COURSE - SOIL/SAND/GRAVEL	13,169.52	12,930.37
COURSE - TOOLS	309.09	1,594.32
MEMBERS EXPENSES: GENERAL	130,586.09	109,266.62
MEM EXP.: DISC FOOD		(4,632.02)
MEM EXP: DISC LIQ		(5,479.35)
MEM EXP.: DRAW	84,100.00	73,144.13
MEM EXP: MONEYWHEEL	17,760.00	15,785.04
MEM EXP.: B/BUCKS	16,144.15	18,542.10
MEM EXP: WILD CARD	3,145.00	4,184.15
Total Cost of Sales: GENERAL AND OPERATING	571,335.24	553,653.44
Gross Profit GENERAL AND OPERATING Income	2,167,926.57	3,433,782.80
Gross Profit %	79.14%	86.12%
<u>ADMIN & FINANCE</u>		
ADMIN & FINANCE Income		
WORKCOVER REIMBURSEMENTS	1,501.44	
BOWLS TOURNAMENT		54.54
FUNCTIONS - INCOME	0.00	0.00
Total ADMIN & FINANCE Income	1,501.44	54.54
Gross Profit ADMIN & FINANCE Income	1,501.44	54.54
Gross Profit %	100.0%	100.0%
<u>PRO-SHOP GENERAL</u>		
PRO-SHOP GENERAL Income		
CART RECEIPTS	240,018.99	254,690.50
HIRE FEES	9,644.68	7,121.00
Total PRO-SHOP GENERAL Income	249,663.67	261,811.50
Cost of Sales: PRO-SHOP GENERAL		
STOCK TRANSFERS INTERNAL	190.00	
PURCHASES: PRO SHOP FOOD/BEVERAGES/CONFEC		390.98
PURCHASES: EQUIPMENT		485.93
COURSE - FUEL	207.20	
MEMBERS EXPENSES: GENERAL	2,369.40	14,270.00
MEM EXP.: B/BUCKS		5.00
Total Cost of Sales: PRO-SHOP GENERAL	2,766.60	15,151.91
Gross Profit PRO-SHOP GENERAL Income	246,897.07	246,659.59
Gross Profit %	98.89%	94.21%

PRO-SHOP BEVERAGE**PRO-SHOP BEVERAGE Income**

PRO SHOP CATERING	7,774.90	9,057.18
PRO SHOP BEVERAGES	28,259.18	33,100.06
PRO SHOP CONFECTIONARY	4,765.12	5,043.20
Total PRO-SHOP BEVERAGE Income	40,799.20	47,200.44

Cost of Sales: PRO-SHOP BEVERAGE

CLOSING STOCK-PRO SHOP BEVERAGE/CATERING	(894.81)	555.05
PURCHASES: BAR - GENERAL		262.51
PURCHASES: PRO SHOP FOOD/BEVERAGES/CONFEC	24,042.10	24,939.09
PURCHASES: CLOTHING		2,643.21
MEMBERS EXPENSES: GENERAL	290.90	940.30
Total Cost of Sales: PRO-SHOP BEVERAGE	23,438.19	29,340.16

Gross Profit PRO-SHOP BEVERAGE Income	17,361.01	17,860.28
Gross Profit %	42.55%	37.84%

PRO-SHOP CLOTHING**PRO-SHOP CLOTHING Income**

PRO SHOP CLOTHING	86,722.15	103,570.23
PRO SHOP CLOTHING - SHOES	13,668.89	14,330.42
Total PRO-SHOP CLOTHING Income	100,391.04	117,900.65

Cost of Sales: PRO-SHOP CLOTHING

CLOSING STOCK-PRO SHOP CLOTHING	(12,482.83)	(14,226.01)
PURCHASES: SPORTS SHOP & KIOSK	1,324.96	
PURCHASES: CLOTHING	89,133.53	101,169.94
PURCHASES: EQUIPMENT	846.72	3,337.69
PURCHASES: GOLF BALLS		4,765.15
MEMBERS EXPENSES: GENERAL	994.35	4,997.15
Total Cost of Sales: PRO-SHOP CLOTHING	79,816.73	100,043.92

Gross Profit PRO-SHOP CLOTHING Income	20,574.31	17,856.73
Gross Profit %	20.49%	15.15%

PRO-SHOP EQUIPMENT**PRO-SHOP EQUIPMENT Income**

PRO SHOP EQUIPMENT	93,411.93	138,843.06
Total PRO-SHOP EQUIPMENT Income	93,411.93	138,843.06

Cost of Sales: PRO-SHOP EQUIPMENT

CLOSING STOCK-PRO SHOP EQUIPMENT	12,765.45	(22,757.67)
PURCHASES: CLOTHING	968.00	356.40
PURCHASES: EQUIPMENT	74,125.98	113,794.81
MEMBERS EXPENSES: GENERAL	1,423.20	4,679.27
Total Cost of Sales: PRO-SHOP EQUIPMENT	89,282.63	96,072.81

Gross Profit PRO-SHOP EQUIPMENT Income	4,129.30	42,770.25
Gross Profit %	4.42%	30.80%

PRO-SHOP GOLF BALLS**PRO-SHOP GOLF BALLS Income**

PRO SHOP GOLF BALL SALES	27,991.36	34,303.58
Total PRO-SHOP GOLF BALLS Income	27,991.36	34,303.58

Cost of Sales: PRO-SHOP GOLF BALLS

CLOSING STOCK-PRO SHOP GOLF BALLS	(1,791.48)	(1,535.37)
PURCHASES: CLOTHING	216.48	
PURCHASES: EQUIPMENT	1,297.50	
PURCHASES: GOLF BALLS	18,992.55	25,859.02
MEMBERS EXPENSES: GENERAL	260.30	1,230.70
Total Cost of Sales: PRO-SHOP GOLF BALLS	18,975.35	25,554.35

Gross Profit PRO-SHOP GOLF BALLS Income	9,016.01	8,749.23
Gross Profit %	32.21%	25.51%

SPORTS SHOP & KIOSK**SPORTS SHOP & KIOSK Income**

SHF - SPORTS SHOP	3,170.18	3,073.05
SHF - KIOSK	2,826.73	3,149.78
Total SPORTS SHOP & KIOSK Income	5,996.91	6,222.83

Cost of Sales: SPORTS SHOP & KIOSK

CLOSING STOCK-SHF SHOP	80.08	(2,375.38)
PURCHASES: SPORTS SHOP & KIOSK	5,787.02	7,346.65
Total Cost of Sales: SPORTS SHOP & KIOSK	5,867.10	4,971.27

Gross Profit SPORTS SHOP & KIOSK Income	129.81	1,251.56
Gross Profit %	2.16%	20.11%

Less: Expenses**Expenses**

ADVERTISING: MISCELLANEOUS	49,645.10	66,270.40
ADVERTISING: NEWSPAPERS/M	39,222.09	39,657.36
ADVERTISING: PRINTING COSTS		960.00
ADVERTISING: TV/RADIO	64,805.00	108,251.40
ADVERTISING: DIGITAL	33,290.52	69,028.80
PROMOTIONS: FUNCTIONS	2,063.11	15,561.84
PROMOTIONS: GENERAL	34,645.47	37,092.25
DEPN: P&E	861,478.14	866,635.43
DEPN: BUILDING	681,576.20	668,002.20
DEPN: POKER MACHINES	1,231,283.03	208,166.23
ACCOUNTING FEES	530.00	
AFFILIATION FEES	8,391.10	29,541.57
ACCOMMODATION	118.18	
ARTISTS & BANDS	249,709.98	221,865.79
AUDIT - FEES	30,766.02	41,063.75
BANK CHARGES	60,289.47	71,341.07
BAD DEBTS EXPENSE	3,181.00	353.00
BINGO PRIZES	105,308.87	104,936.06
BINGO FEES	3,508.05	1,079.40
BUSINESS DEVELOPMENT	100.00	
BINGO SUPPLIES	988.17	1,562.72
CAPITATION FEES	6,703.52	6,912.66
CONTRACT CLEANING	12,797.99	10,818.00
COMMISSION EXPENSE	4,437.79	3,834.55
CLEANING MATERIALS	69,964.37	69,913.03
COACH SUBSIDIES	18,962.32	19,815.50
COACH MEALS	26,573.88	16,044.99
COMPETITION EXPENSES		975.00
COMPUTER FEES & PROGRAMS	90,055.57	64,684.95

COMPUTER SOFTWARE	40,939.34	35,237.80
CONSULTANTS FEES	32,361.63	38,513.33
DIRECTORS EXPENSES	8,142.46	8,204.56
DISCOUNTS GIVEN - VOUCHERS	21,654.71	17,734.97
DONATIONS	52,534.60	100,559.72
EQUIPMENT RENTAL - GOLF CARTS	74,271.62	
EQUIPMENT RENTAL	16,195.88	41,460.20
EQUIPMENT RENTAL 2013 TORO WORKMANS (1)	4,848.09	16,160.30
EQUIPMENT RENTAL TRACKMAN	5,635.90	5,635.90
EQUIPMENT RENTAL GYM EQUIPMENT	47,244.30	47,244.30
EQUIPMENT RENTAL - BLUEPOD	700.00	700.00
EQUIPMENT RENTAL - CLAUDE OUTDOOR (SIGNAGE)	5,564.00	5,352.00
EQUIPMENT RENTAL - 2016 TORO GROUNDSMASTER 4000	12,422.61	13,802.90
EQUIPMENT RENTAL - 3 X 2016 TORO GREENSMaster 3150'S	12,835.95	25,766.92
EQUIPMENT RENTAL - 2 X TORO WORKMAN MDX'S	13,099.30	13,099.30
FIRST AID SUPPLIES: BSC	238.01	1,083.42
FREIGHT	23,764.95	25,319.28
FUNCTIONS REQUISITES	3,019.10	3,614.45
GARDENS & GROUNDS	1,743.28	626.32
GLASS REPLACEMENTS	2,654.36	2,167.39
HIRE OF EQUIP	10,626.76	30,359.11
INTERNET EXPENSES	1,634.56	720.00
JUNIOR ROOM COST		593.15
KENO SUPPLIES	2,605.64	
KENO EQUIP & MAINTENANCE	2,677.34	3,425.99
KITCHEN REQUISITES	40,923.97	41,440.61
LAUNDRY	41,420.89	40,699.88
LEGAL & PROFESSIONAL COST	4,035.00	8,655.90
LICENSES & FEES	17,031.19	18,797.96
MANAGEMENT EXPENSES	3,528.10	1,235.08
MEAL VOUCHERS	37,395.00	73,050.00
MERCHANT FEES	38,792.86	31,270.53
PENNANT COSTS	1,334.10	947.72
PEST CONTROL	10,207.92	8,252.20
POOL CHEMICALS & SUPPLIES	12,039.85	11,646.92
POKER TOURNAMENT	10,097.00	23,666.91
POSTAGE	3,720.82	5,606.92
PRINT/STATIONERY	38,411.34	48,236.21
PM: COSTS	9,680.86	17,892.36
PROVISION: ANNUAL LEAVE	93,849.48	(5,387.58)
PROVISION: LONG SERVICE LEAVE	5,251.13	(12,292.08)
PURCHASES: GENERAL	472.36	177.27
PURCHASES: PAPERS	2,668.38	3,523.00
PURCHASES: LIGHTS	1,863.16	1,919.61
RAFFLE PRIZES	97,066.22	122,766.27
RENTAL EXPENSES	26,262.01	46,205.62
MOTEL REQUISITES	7,374.82	8,727.99
RUBBISH REMOVAL	39,976.27	41,552.05
SECURITY - MONITOR	58,422.39	56,616.12
SECURITY - CASH	7,430.30	8,825.36
SECURITY - PERSONNEL	57,836.93	67,519.00
SIGNAGE	7,072.72	3,178.09
SPONSORSHIPS	103,815.09	128,692.07
STAFF EXPENSES	75,307.26	96,649.73
STAFF TRAINING	14,419.98	37,545.31

SUBSCRIPTIONS	82,787.86	64,552.57
SUNDRY EXPENSES	29,099.80	126,571.23
SKY CHANNEL	33,043.09	37,694.80
TAB - EXPENSES	17,115.00	13,552.69
TELEPHONE & FAX	22,807.06	24,448.40
TOURNAMENT EXPENSES		63.00
TRAVEL	5,213.02	13,872.36
TROPHIES	14,468.04	20,508.57
UNIFORMS	8,496.26	16,742.85
VEHICLE EXPENSE: FUEL/OIL	3,606.93	4,609.22
VEHICLE EXP: BUS FUEL	11,546.05	10,851.74
VEHICLE EXPENSE: REP/MAIN	13,559.67	12,852.47
VEHICLE EXP: REGO	3,947.77	4,426.92
VEHICLE EXPENSES: INSURANCE	44,555.73	21,447.11
WATER PURCHASES		51,000.00
WORKPLACE HEALTH & SAFETY	399.00	676.26
WORKPLACE HEALTH & SAFETY TRAINING	940.00	1,823.59
WORKPLACE COMPLIANCE&LEGISLATION		165.41
ASSETS PURCHASED < \$2,000	10,064.82	12,098.86
INSURANCE - BUILDING	58,453.19	51,417.93
INSURANCE - GENERAL	39,505.94	39,168.70
INTEREST CHARGES - EQUIPMENT	14,089.91	13,946.36
INTEREST CHARGES TGS SERVICE OFFER	143,568.30	
BANK INTEREST	29,184.90	67,961.90
RATES: SHIRE	39,974.17	22,568.57
RATES: EXCESS WATER	17,748.00	12,452.00
REP/MAIN: A/COND	23,423.76	32,893.41
REP/MAIN: GENERAL		(2,600.00)
REP/MAIN: BUILDINGS	25,781.54	28,840.23
REP/MAIN: BUILDINGS: ELECTRICAL	53,403.64	21,545.55
REP/MAIN: BUILDINGS: PLUMBING	26,071.50	11,580.74
REP/MAIN: BUILDINGS: FIRE SERVICES	8,687.58	10,406.88
REP/MAIN: GOLF CARTS	256.95	422.96
REP/MAIN: EQUIPMENT	108,006.89	122,532.71
ELECTRICITY	362,013.54	424,173.29
ELECTRICITY -COURSE WATER	31,309.25	43,563.77
ELECTRICITY - SHED	7,471.29	7,636.60
GAS	102,891.29	93,752.01
INSURANCE - W/COMP	179,406.70	168,178.85
SUPERANNUATION	485,954.79	508,352.55
TAXATION: FBT		3,108.00
TAX: PAYROLL	252,248.70	291,644.87
WAGES	5,722,757.83	5,576,936.39
LABOUR HIRE	12,001.27	62,473.94
DIRECTORS: HONORARIUM	33,750.00	46,250.00
Total Expenses	13,035,127.76	12,216,532.55
Total Income	10,868,821.45	12,126,110.53
Total Expenses	13,035,127.76	12,216,532.55
Net Profit (Loss)	(2,166,306.31)	(90,422.02)

4,624	INVESTMENTS	4,604	4,602	4,602	4,602	4,599	4,599	4,597	4,597	4,597	4,594	4,594	4,592
4,624	CBA BUSINESS ONLINE SAVER	4,604	4,602	4,602	4,602	4,599	4,599	4,597	4,597	4,597	4,594	4,594	4,592
338,739	INVENTORIES	361,233	368,895	379,719	409,951	422,078	431,141	391,050	386,984	386,984	386,984	386,984	386,984
56,844	STOCK ON HAND-BSC BAR	78,087	69,811	71,258	82,470	89,802	103,064	83,367	79,767	79,767	79,767	79,767	79,767
26,820	STOCK ON HAND-BSC CATERING	26,316	36,482	36,482	37,107	37,107	37,107	31,338	24,869	24,869	24,869	24,869	24,869
1,022	STOCK ON HAND-SHF SHOP	4,081	4,672	4,107	3,802	3,951	4,061	5,533	3,993	3,993	3,993	3,993	3,993
1,362	STOCK ON HAND-BOWLS	1,820	2,293	2,023	2,005	3,113	2,210	3,014	2,949	2,949	2,949	2,949	2,949
16,350	STOCK ON HAND-BERRIGAN	0	0	0	0	0	0	0	0	0	0	0	0
20,502	STOCK ON HAND-GC CATERING	28,242	30,926	30,926	33,362	33,362	33,362	38,237	44,786	44,786	44,786	44,786	44,786
24,149	STOCK ON HAND-GC BAR	31,482	32,917	33,137	40,825	41,407	40,782	35,253	34,074	34,074	34,074	34,074	34,074
10,100	STOCK ON HAND-BSC SOUVENIRS	5,997	5,981	5,522	4,697	4,579	4,383	4,115	3,338	3,338	3,338	3,338	3,338
4,251	STOCK ON HAND-GC SOUVENIRS	205	172	560	377	283	227	234	202	202	202	202	202
4,712	STOCK ON HAND-PRO SHOP BEVERAGE/CATERING	3,780	3,655	4,497	4,505	3,760	4,595	5,170	4,910	4,910	4,910	4,910	4,910
58,960	STOCK ON HAND-PRO SHOP CLOTHING	71,647	71,878	84,255	93,789	92,029	87,479	81,347	84,659	84,659	84,659	84,659	84,659
58,209	STOCK ON HAND-PRO SHOP EQUIPMENT	79,269	79,227	75,906	75,699	79,355	78,861	70,671	70,573	70,573	70,573	70,573	70,573
26,762	STOCK ON HAND-PRO SHOP GOLF BALLS	30,306	30,881	31,045	31,314	33,333	35,012	32,770	32,863	32,863	32,863	32,863	32,863
28,697	STOCK MOVEMENT	0	0	0	0	0	0	0	0	0	0	0	0
0	IN-TRANSIT	0	0	0	0	0	0	0	0	0	0	0	0
146,955	OTHER CURRENT ASSETS	223,000	113,007	310,160	174,557	171,560	171,044	113,150	115,070	115,294	76,200	61,652	83,122
110,158	SUNDRY DEBTORS - BSC	203,032	93,773	291,557	157,764	154,946	159,086	105,173	106,089	106,973	66,911	54,453	65,000
15,169	ACCRUED INCOME	0	0	0	0	0	0	0	0	0	0	0	0
0	PREPAYMENTS	2,475	2,250	2,025	1,800	1,575	1,350	1,125	900	675	450	450	0
22,846	VOUCHERS CLEARING	8,578	8,355	8,236	7,631	6,721	5,031	581	389	114	(386)	(826)	9,468
6,178	CLEARING ACCOUNT - SALARY SACRIFICE	8,915	8,629	8,342	7,362	8,317	5,576	6,270	7,691	7,531	9,225	7,575	8,653
(7,397)	TEMPORARY CLEARING A/C	0	0	0	0	0	0	0	0	0	0	0	0
2,078,663	TOTAL CURRENT ASSETS	2,028,254	1,763,401	1,684,829	1,713,502	2,088,490	1,293,766	1,513,211	1,694,651	2,017,809	1,034,426	912,010	770,140
1,627,750	CURRENT LIABILITIES	3,140,519	3,001,468	2,618,412	2,866,250	2,985,289	2,443,251	2,516,543	2,572,959	2,500,182	2,005,422	1,951,253	1,768,369
0	TRADE PAYABLES	0	0	0	0	0	0	0	0	0	0	0	0
614,999	SUNDRY CREDITORS	820,759	669,404	720,344	799,619	894,152	662,988	640,432	479,966	427,949	75,656	24,371	200,000
693,762	SHORT-TERM LOAN-CBA MARKET RATE: 10218857	354,545	304,545	304,545	304,545	304,545	500,000	450,000	450,000	450,000	450,000	450,000	450,000
0	SHORT-TERM PROVISION: BSC A/L & SICK	0	0	0	0	0	0	0	0	0	0	0	0
0	SHORT-TERM PROVISION: BERRIGAN A/L & SICK	0	0	0	0	0	0	0	0	0	0	0	0
0	SHORT-TERM PROVISION: CBGC A/L & SICK	0	0	0	0	0	0	0	0	0	0	0	0
(1)	BAS CLEARING ACCOUNT	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
0	SG GAMING FIN AGREEMENT - PPANTHER & MONOPOLY	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - DRAGON CASH x 3	0	0	0	0	0	0	0	0	0	0	0	0
0	AINSWORTH FIN AGREEMENT - MUSTANG & BBEAR	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - WILD CHUCO	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - HEART THROB & TIKI FIRE	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - BENGAL TREAS & WILD CHUCO	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - MAGIC PEARL	0	0	0	0	0	0	0	0	0	0	0	0
0	ARIST FIN AGREEMENT - DRAGON CASH - GENGHIS KHAN	36,135	35,040	33,945	32,850	31,755	30,660	29,565	28,470	27,375	27,375	27,375	24,090
0	ARIST FIN AGREEMENT - DRAGON CASH - PEACE&LONG LIFE	36,135	35,040	33,945	32,850	31,755	30,660	29,565	28,470	27,375	27,375	27,375	24,090
0	ARIST FIN AGREEMENT - DRAGON CASH - PEACE&LONG LIFE	36,135	35,040	33,945	32,850	31,755	30,660	29,565	28,470	27,375	27,375	27,375	24,090

Appendix "I"

	ARIST FIN AGREEMENT - DRAGON CASH - SPRING FESTIVAL	36,135	35,040	33,945	32,850	31,755	30,660	29,565	28,470	27,375	27,375	27,375	24,090
	IGT FIN AGREEMENT <12 MONTHS - BUBBLE BLAST	0	0	0	6,458	5,586	4,497	3,962	3,170	2,179	1,387	1,387	(654)
(4,554)	CORPORATE CREDIT CARD (CLEARING)	710	5,757	11,224	7,270	5,596	(1,506)	(1,493)	(851)	(3,043)	2,700	2,700	0
38,527	CM RPMTS DUE < 12 MTHS - 2016 TORO REELMASTER X 2/SAND PRO	36,417	32,886	29,355	25,823	22,292	18,761	15,230	11,699	8,168	8,168	8,168	4,636
(8,202)	CM INTEREST NYD < 12 MTHS-2016 TORO REELMASTER X 2/SAND PRO	(3,841)	(3,420)	(3,013)	(2,621)	(2,243)	(1,879)	(1,529)	(1,194)	(874)	(874)	(874)	(597)
7,551	CM RPMTS DUE < 12 MTHS - 2012 REELMASTER	2,386	1,783	1,179	576	(28)	(28)	(28)	(28)	(28)	(28)	(28)	0
(1,318)	CM INTEREST NYD < 12 MTHS - 2012 REELMASTER	(27)	(16)	(8)	(3)	(0)	(0)	0	0	0	0	0	0
0	CM RPMTS DUE < 12 MTHS - TORO 155-0147060-011	16,801	15,112	13,423	11,734	10,046	8,357	6,668	4,979	3,290	1,601	1,601	(88)
0	CM INTEREST NYD < 12 MTHS - TORO 155-0147060-011	(3,050)	(2,735)	(2,429)	(2,129)	(1,837)	(1,552)	(1,274)	(1,004)	(742)	(487)	(487)	(247)
0	CM RPMTS DUE < 12 MTHS - TORO 155-0147060-012	7,836	7,102	6,369	5,635	4,901	4,167	3,433	2,699	1,965	1,231	1,231	497
0	CM INTEREST NYD < 12 MTHS - TORO 155-0147060-012	(414)	(358)	(306)	(257)	(212)	(171)	(133)	(99)	(69)	(42)	(42)	(23)
0	TGS SERVICE PMTS <12 MONTHS	1,340,670	1,216,608	1,092,546	972,486	848,424	728,364	604,302	480,240	480,240	361,274	361,274	0
0	TGS SERVICE IMPUTED INTEREST<12 MONTHS	(153,475)	(138,176)	(123,150)	(108,386)	(93,896)	(79,669)	(65,717)	(52,041)	(38,620)	(25,476)	(25,476)	0
0	TORO LEASE PAYMENT <12 MTHS - 3xGREENMASTER 1xGROUNDMASTER	0	0	0	0	0	0	41,188	38,039	34,880	34,880	34,880	3,195
0	TORO IMPUTED INTEREST <12 MTHS 3xGREENMASTER 1xGROUNDMASTER	0	0	0	0	0	0	(6,040)	(6,040)	(6,040)	(6,040)	(6,040)	(499)
0	YAMAHA LEASE PAYMENT<12 MTHS - 40 x GOLF CARTS	0	0	0	0	0	0	39,358	39,358	39,358	39,358	22,491	0
0	YAMAHA IMPUTED INTEREST <12 MTHS 40 x GOLF CARTS	0	0	0	0	0	0	(4,343)	(3,584)	(2,839)	(2,839)	(2,839)	0
	TOYOTA HIACE BUS LEASE PMT <12MTHS	0	0	0	0	0	0	14,422	13,111	11,800	10,489	10,489	0
	TOYOTA HIACE BUS IMPUTED INT <12 MTHS	0	0	0	0	0	0	(3,044)	(2,741)	(2,444)	(2,152)	(2,152)	0
0	HUNTER - INSURANCE LOAN	0	0	0	0	0	0	0	0	0	0	0	0
0	MEMBERSHIP REVENUE RECEIVED - 3 & 5 YEARS	9,254	9,254	9,254	9,254	9,254	9,254	9,254	9,254	9,254	9,254	9,254	9,254
12,396	CM RPMTS DUE < 12 MTHS - 2015 FOLEY REEL GRINDER	11,362	10,256	9,150	8,044	6,938	5,832	4,726	3,620	2,514	2,514	2,514	2,514
(2,025)	CM INTEREST NYD < 12 MTHS - 2015 FOLEY REEL GRINDER	(528)	(454)	(385)	(322)	(263)	(210)	(162)	(119)	(81)	(81)	(81)	(59)
22,455	SG GAMING - LIGHTNING CASH FINANCE AGREEMENT DUE < 12 MONTHS	0	0	0	0	0	0	0	0	0	0	0	0
(1,790)	SG GAMING-606/609 LOCK IT LINKS FIN AGREEMENT DUE < 12 MTHS	0	0	0	0	0	0	0	0	0	0	0	0
22,085	CM RPMTS DUE < 12 MTHS - 2016 TOYOTA COASTER BUS	20,769	18,788	16,807	14,826	12,845	10,864	8,883	6,902	4,921	2,940	2,940	2,940
(3,661)	CM INTEREST NYD < 12 MTHS - 2016 TOYOTA COASTER BUS	(1,658)	(1,466)	(1,280)	(1,100)	(927)	(761)	(601)	(448)	(302)	(163)	(163)	(37)
0	AINSWORTH P/M A600 FINANCE AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0
0	GST OUTPUT TAX ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0
25,525	GST CLEARING ACCOUNT - SALES	354	353	354	193,350	353	353	353	167,575	353	(860)	2,840	10,000
1,283	GST CLEARING ACCOUNT - PURCHASES	23	(158)	23	(103,496)	33	33	82	(63,557)	33	(21,368)	(6,895)	0
0	PAYGW PAYABLE	0	0	0	0	0	0	0	0	1,881	(321)	0	0
0	SUPER PAYABLE	0	0	0	0	0	0	0	0	0	428	726	0
0	WAGES PAYABLE	0	0	0	0	0	0	0	0	9,199	(2,348)	0	0
0	WAGE DEDUCTION CLEARING	0	0	0	0	0	0	0	0	4,626	5,023	1,089	0
0	GAMING REVENUE REBATE	0	0	0	0	0	0	0	0	0	0	0	0
0	GAMING REV. REBATE - BERRIGAN	0	0	0	0	0	0	0	0	0	0	0	0
0	GAMING REV. REBATE - CBGC	0	0	0	0	0	0	0	0	0	0	0	0
0	CHILD SUPPORT CLEARING	0	0	0	0	0	0	0	0	0	0	0	0
65,733	LINK MACHINE ACCRUALS-BSC	61,973	58,021	55,771	54,740	58,996	63,996	61,942	68,036	28,262	28,262	28,262	28,262
6,565	LINK MACHINE ACCRUALS-CBGC	0	0	0	0	0	0	0	0	0	0	0	0
(7,073)	ACCRUALS	93,542	126,172	101,527	113,237	141,804	135,269	124,302	164,950	145,204	160,653	158,430	200,000
32,453	ACCRUALS - WAGES	32,453	32,453	32,453	32,453	32,453	32,453	32,453	32,453	32,453	32,453	32,453	32,453
135,441	ACCRUALS - PM TAX	327,698	485,162	181,476	343,098	541,617	173,707	374,934	542,139	646,412	646,412	646,412	646,412
6,778	FUNCTION DEPOSITS	3,050	3,200	3,200	2,879	2,489	2,841	3,266	4,141	3,991	3,241	3,241	3,050
(29,181)	GOLF PACKAGES - DEPOSITS	18,369	11,237	24,204	47,136	55,350	44,653	43,459	68,455	96,830	81,077	80,077	81,000
0	GOLF PACKAGES - CRAZY GOLF DEALS	0	0	0	0	0	0	0	0	0	0	0	0
1,627,750	TOTAL CURRENT LIABILITIES	3,140,519	3,001,468	2,618,412	2,866,250	2,985,289	2,443,251	2,516,543	2,572,959	2,500,182	2,005,422	1,951,253	1,768,369

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450,913	WORKING CAPITAL MARGIN	(1,112,265)	(1,238,067)	(933,583)	(1,152,748)	(896,799)	(1,149,486)	(1,003,332)	(878,308)	(482,372)	(970,996)	(1,039,243)	(998,228)
33,597,792	FIXED ASSETS	35,901,487	35,603,410	35,389,417	35,221,642	35,075,282	34,860,210	35,165,524	34,931,809	34,309,314	34,033,286	33,765,182	33,554,927
118,426	FIXED ASSETS	0	30,059	932	932	7,427	0	0	1,655	3,410	6,659	6,659	0
118,426	FA ACCRUAL	0	30,059	932	932	7,427	0	0	1,655	3,410	6,659	6,659	0
1,971,919	OTHER	850,268	143,296	202,689	219,122	338,603	74,616	93,032	124,675	140,014	140,014	181,167	200,000
1,971,919	ASSETS CLEARING	850,268	143,296	202,689	219,122	338,603	74,616	93,032	124,675	140,014	140,014	181,167	200,000
2,834,575	LAND	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570	2,274,570
342,600	LAND - FUTURE CAR PARK	342,600	342,600	342,600	342,600	342,600	342,600	342,600	342,600	342,600	342,600	342,600	342,600
0	CARPARK	0	0	0	0	0	0	0	0	0	0	0	0
327,150	LAND - SHF	327,150	327,150	327,150	327,150	327,150	327,150	327,150	327,150	327,150	327,150	327,150	327,150
411,300	LAND - BAROOGA SPORTS	411,300	411,300	411,300	411,300	411,300	411,300	411,300	411,300	411,300	411,300	411,300	411,300
195,500	LAND - BERRIGAN	0	0	0	0	0	0	0	0	0	0	0	0
113,520	LAND - BIXLEY	113,520	113,520	113,520	113,520	113,520	113,520	113,520	113,520	113,520	113,520	113,520	113,520
0	LAND - STEWARD DRIVE	0	0	0	0	0	0	0	0	0	0	0	0
842,400	LAND - CBGC - GOLF CLUB	842,400	842,400	842,400	842,400	842,400	842,400	842,400	842,400	842,400	842,400	842,400	842,400
237,600	LAND - CBGC - CLUBHOUSE	237,600	237,600	237,600	237,600	237,600	237,600	237,600	237,600	237,600	237,600	237,600	237,600
0	LAND - CBGC - BOWLS GREEN	0	0	0	0	0	0	0	0	0	0	0	0
0	LAND - CBGC - STUBBERFIEL	0	0	0	0	0	0	0	0	0	0	0	0
364,505	LANDSCAPING	0	0	0	0	0	0	0	0	0	0	0	0
0	IT SOFTWARE	69,658	69,658	69,658	69,658	69,658	69,658	69,658	80,747	80,747	80,747	80,747	69,658
0	COMPUTER SOFTWARE	69,658	69,658	69,658	69,658	69,658	69,658	69,658	80,747	80,747	80,747	80,747	69,658
0	IT HARDWARE	23,743	23,743	23,743	29,908	29,908	29,908	34,443	34,443	34,443	34,443	34,443	53,743
0	COMPUTER HARDWARE	23,743	23,743	23,743	29,908	29,908	29,908	34,443	34,443	34,443	34,443	34,443	53,743
23,373,311	BUILDINGS	21,515,836	21,875,668	21,805,093	21,734,664	21,664,855	21,632,621	21,562,843	21,493,115	21,063,041	20,994,507	20,925,972	20,857,438
13,454,559	BUILD: BAROOGA SPORTS	522,108	522,108	522,108	522,108	522,108	543,452	543,452	543,452	543,452	543,452	543,452	543,452
407,919	BUILD: BERRIGAN	0	0	0	0	0	0	0	0	0	0	0	0
6,004,327	BUILD: CBG	0	0	0	0	0	0	0	0	0	0	0	0
4,519,419	BUILD: GC MOTEL	0	0	0	0	0	0	0	0	0	0	0	0
5,273,975	BUILD: SH&F	0	0	0	0	0	0	0	0	0	0	0	0
119,442	BUILD: CBGC - COURSE	0	0	0	0	0	0	0	0	0	0	0	0
678,230	CBGC: GOLF COURSE	0	0	0	0	0	0	0	0	0	0	0	0
211,721	BUILD: BIXLEY	33,285,150	33,716,083	33,716,083	33,716,083	33,716,083	33,732,283	33,732,283	33,732,283	33,159,547	33,159,547	33,159,547	33,159,547
892,829	BUILD: BSC BOWLS CENTRE	0	0	0	0	0	0	0	0	0	0	0	0
23,646	BUILD: BSC BOWLING GREENS	0	0	0	0	0	0	0	0	0	0	0	0
818,175	BUILD: CBGC BOWLING GREENS	0	0	0	0	0	0	0	0	0	0	0	0
0	BUILD: APRICOT CIRCUIT	0	0	0	0	0	0	0	0	0	0	0	0
572,736	BUILD: PORT FAIRY UNIT	0	0	0	0	0	0	0	0	0	0	0	0
0	BUILD: STEWARD DRIVE	0	0	0	0	0	0	0	0	0	0	0	0
0	CBGC: GOLF COURSE BUILDINGS	0	0	0	0	0	0	0	0	0	0	0	0
(9,603,666)	BUILDINGS: ACC. DEPRECIAT	(12,291,422)	(12,362,522)	(12,433,097)	(12,503,526)	(12,573,336)	(12,643,114)	(12,712,892)	(12,782,620)	(12,639,958)	(12,708,492)	(12,777,027)	(12,845,561)

Appendix "I"

4,057,623	PLANT & EQUIPMENT	5,223,310	5,365,412	5,314,780	5,287,427	5,208,255	5,420,190	5,895,680	5,810,436	5,723,116	5,635,167	5,547,239	5,477,926
0	P & E: STEWARD DRIVE	0	0	0	0	0	0	0	0	0	0	0	0
4,274,253	P & E: BSC	11,650,930	11,808,821	11,838,879	11,889,497	11,889,497	11,976,690	12,049,687	12,051,306	12,025,139	12,025,139	12,025,139	12,045,977
243,905	P & E: BERRIGAN	0	0	0	0	0	0	0	0	0	0	0	0
1,378,350	P&E - CLUBHOUSE	29,159	50,063	50,063	50,063	50,063	91,207	91,207	91,207	91,207	91,207	91,207	91,207
199,691	P & E - GC MOTEL	0	0	0	0	0	0	0	0	0	0	0	0
876,244	P & E: SHF	108,515	121,771	121,771	121,771	121,771	185,419	185,419	187,601	187,601	187,601	187,601	185,419
27,822	P & E: PORT FAIRY	0	0	0	0	0	0	0	0	0	0	0	0
77,285	P & E: BSC BOWLS	22,255	22,255	22,255	22,255	22,255	27,509	27,509	27,509	27,509	27,509	27,509	27,509
566,184	P & E: CBGC - GOLF CARTS	127,886	52,886	52,886	52,886	52,886	52,886	52,886	52,886	52,886	52,886	52,886	52,886
0	P & E: BERRIGAN BOWLS	0	0	0	0	0	0	0	0	0	0	0	0
968,694	P & E: COURSE	277,353	277,353	277,353	280,483	280,483	376,422	868,758	868,758	868,758	868,758	868,758	868,758
2,114,907	GOLF CLUB IRRIGATION	0	0	0	0	0	0	0	0	0	0	0	0
(6,669,712)	ACC. DEPRECIATION: P&E	(6,992,788)	(6,967,736)	(7,048,427)	(7,129,528)	(7,208,700)	(7,289,944)	(7,379,787)	(7,468,832)	(7,529,985)	(7,617,934)	(7,705,862)	(7,793,831)
1,241,938	POKER MACHINES	5,944,103	5,821,004	5,697,953	5,605,362	5,482,005	5,358,648	5,235,298	5,112,168	4,989,973	4,867,180	4,714,386	4,621,592
4,838,388	P & E: POKER MACHINES	6,659,800	6,659,800	6,659,800	6,659,800	6,628,950	6,628,950	6,628,950	6,628,950	6,628,950	6,628,950	6,628,950	6,628,950
85,582	P & E: PM - Berrigan	0	0	0	0	0	0	0	0	0	0	0	0
819,873	P & E: CBGC - POKER MACHINE	2,898	2,898	2,898	33,802	33,802	33,802	33,802	33,802	33,802	33,802	33,802	33,802
(4,501,904)	ACC. DEPRECIATION: POKIES	(718,595)	(841,694)	(964,746)	(1,088,240)	(1,180,747)	(1,304,104)	(1,427,454)	(1,550,584)	(1,672,778)	(1,795,572)	(1,948,366)	(2,041,160)
0	ACCUMULATED DEPRECIATION	0	0	0	0	0	0	0	0	0	0	0	0
0	FIXED ASSETS - LESS ACCUM. DEPRECIATION	0	0	0	0	0	0	0	0	0	0	0	0
33,597,792	TOTAL FIXED ASSETS	35,901,487	35,603,410	35,389,417	35,221,642	35,075,282	34,860,210	35,165,524	34,931,809	34,309,314	34,033,286	33,765,182	33,554,927
1,143,982	OTHER NON CURRENT ASSETS	901,000	901,000	901,000	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005
0	LONG - TERM INVESTMENTS	0	0	0	0	0	0	0	0	0	0	0	0
0	ANZ MORTGAGE TRUST 5154	0	0	0	0	0	0	0	0	0	0	0	0
0	ANZ BALANCE TRUST 5410	0	0	0	0	0	0	0	0	0	0	0	0
0	ANZ OPTIMIX 5410	0	0	0	0	0	0	0	0	0	0	0	0
0	TOTAL LONG - TERM INVESTMENTS	0	0	0	0	0	0	0	0	0	0	0	0
1,143,982	INTANGIBLE ASSETS	901,000	901,000	901,000	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005
224,255	POKER MACHINE ENTITLEMENTS AMORTISATION	224,255	224,255	224,255	224,255	224,255	224,255	224,255	224,255	224,255	224,255	224,255	224,255
(221,273)	POKER MACHINE ENTITLEMENTS-ACCUMULATED AMORTISATION	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)	(224,255)
1,141,000	WATER RIGHTS	901,000	901,000	901,000	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005
1,143,982	TOTAL INTANGIBLE ASSETS	901,000	901,000	901,000	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005	1,141,005

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4,838,221	NON - CURRENT LIABILITIES	7,539,588	7,551,455	7,568,602	7,622,978	7,653,601	7,483,826	7,960,538	7,946,909	7,914,483	7,926,079	7,931,151	7,922,182
610,000	LONG-TERM LOAN-CBA MARKET RATE: 10218857	0	0	0	0	0	0	0	0	0	0	0	0
3,000,000	LONG-TERM LOAN-CBA MARKET RATE: 10216958	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	1,804,545	1,804,545	1,804,545	1,804,545	1,804,545	1,804,545	1,804,545
309,926	LONG-TERM PROVISION: BSC A/L & SICK	267,901	272,901	280,401	295,401	310,401	322,218	322,218	314,126	301,430	304,515	304,515	322,218
0	LONG-TERM PROVISION: BERRIGAN A/L & SICK	0	0	0	0	0	0	0	0	0	0	0	0
240,408	LONG-TERM PROVISION: CBGC A/L & SICK	236,842	241,842	249,342	264,342	279,342	291,159	291,159	283,067	270,371	273,456	276,540	279,625
264,755	LONG-TERM PROVISION: BSC LSL	145,256	147,486	150,611	151,584	151,615	150,047	150,047	154,288	168,102	171,541	171,541	152,000
0	LONG-TERM PROVISION: BERRIGAN LSL	0	0	0	0	0	0	0	0	0	0	0	0
125,408	LONG-TERM PROVISION: CBGC LSL	246,592	246,230	245,251	245,081	245,673	247,492	247,492	244,418	223,571	225,559	227,546	229,534
17,756	PROVISION: BAD DEBTS	211	211	211	211	211	2,004	2,004	3,392	3,392	3,392	3,392	2,004
0	DEFERRED INCOME TAXES	0	0	0	0	0	0	0	0	0	0	0	0
0	BALLY MACHINES FINANCE AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0
7,485	SG GAMING - LIGHTNING CASH FINANCE AGREEMENT DUE > 12 MONTHS	0	0	0	0	0	0	0	0	0	0	0	0
10,747	SG GAMING-606/609 LOCK IT LINKS FIN AGREEMENT DUE > 12 MTHS	0	0	0	0	0	0	0	0	0	0	0	0
0	ARISTOCRAT FIN AGREEMENT - SYSTEM 7000 PRIME IMPACT	0	0	0	0	0	0	0	0	0	0	0	0
	IGT FIN AGREEMENT >12MONTHS - BUBBLE BLAST	0	0	0	23,574	23,574	23,574	23,574	23,574	23,574	23,574	23,574	23,574
30,734	CM RPMTS DUE > 12 MTHS - 2015 FOLEY REEL GRINDER	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122
(1,977)	CM INTEREST NYD > 12 MTHS - 2015 FOLEY REEL GRINDER	(33)	(33)	(33)	(33)	(33)	(33)	(33)	(33)	(33)	(33)	(33)	(33)
82,907	CM RPMTS DUE > 12 MTHS - 2016 TOYOTA COASTER BUS	34,878	34,878	34,878	34,878	34,878	34,878	34,878	34,878	34,878	34,878	34,878	34,878
(5,729)	CM INTEREST NYD > 12 MTHS - 2016 TOYOTA COASTER BUS	(979)	(979)	(979)	(979)	(979)	(979)	(979)	(979)	(979)	(979)	(979)	(1,084)
148,624	CM RPMTS DUE > 12 MTHS - 2016 TORO REELMASTER X2/SAND PRO	62,777	62,777	62,777	62,777	62,777	62,777	62,777	62,777	62,777	62,777	62,777	62,777
(12,953)	CM INTEREST NYD > 12 MTHS-2016 TORO REELMASTER X2/SAND PRO	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)
10,537	CM RPMTS DUE > 12 MTHS - 2012 REELMASTER	82	82	82	82	82	82	82	82	82	82	82	82
(407)	CM INTEREST NYD > 12 MTHS - 2012 REELMASTER	0	0	0	0	0	0	0	0	0	0	0	0
0	CM RPMTS DUE > 12 MTHS - TORO 155-0147060-011	49,376	49,376	49,376	49,376	49,376	49,376	49,376	49,376	49,376	49,376	49,376	49,376
0	CM INTEREST NYD > 12 MTHS - TORO 155-0147060-011	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)	(3,444)
0	CM RPMTS DUE > 12 MTHS - TORO 155-0147060-012	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,306
0	CM INTEREST NYD > 12 MTHS - TORO 155-0147060-012	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(38)
	TGS SERVICE PMTS > 12 MONTHS	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050	4,763,050
	TGS SERVICE IMPUTED INTEREST > 12 MONTHS	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)	(266,926)
	TORO LEASE PAYMENT >12 MTHS - 3xGREENMASTER 1xGROUNDMASTER	0	0	0	0	0	0	177,311	177,311	177,311	177,311	177,311	182,566
	TORO IMPUTED INTST >12 MTHS - 3xGREENMASTER 1xGROUNDMASTER	0	0	0	0	0	0	(10,860)	(10,860)	(10,860)	(10,860)	(10,860)	(13,215)
	YAMAHA LEASE PAYMENTS >12 MTHS - 40 x GOLF CARTS	0	0	0	0	0	0	269,886	269,886	269,886	269,886	269,886	258,290
	YAMAHA IMPUTED INTEREST >12 MTHS - 40 x GOLF CARTS	0	0	0	0	0	0	(16,531)	(16,531)	(16,531)	(16,531)	(16,531)	(17,219)
	TOYOTA HIACE BUS LEASE PMTS >12MTHS	0	0	0	0	0	0	62,931	62,931	62,931	62,931	62,931	63,188
	TOYOTA HIACE BUS IMPUTED INT > 12 MTHS	0	0	0	0	0	0	(6,026)	(6,026)	(6,026)	(6,026)	(6,026)	(7,609)
4,838,221	TOTAL NON CURRENT LIABILITIES	7,539,588	7,551,455	7,568,602	7,622,978	7,653,601	7,483,826	7,960,538	7,946,909	7,914,483	7,926,079	7,931,151	7,922,182
30,354,466	TOTAL NET ASSETS	28,150,634	27,714,888	27,788,232	27,586,922	27,665,886	27,367,904	27,342,660	27,247,597	27,053,464	26,277,216	25,935,793	25,775,522

REPRESENTED BY:													
0	ACCUMULATED FUNDS	0	0	0	0	0	0	0	0	0	0	0	
24,769,977	ACCUMULATED FUNDS	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	24,752,308	
0	PROFIT (LOSS) TRANSFERRED	0	0	0	0	0	0	0	0	0	0	0	
(15,985)	RETAINED EARNINGS	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	(2,557,259)	
6,248,473	REVALUATION RESERVE	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	6,248,473	
0	NET UNREALISED GAINS RESE	0	0	0	0	0	0	0	0	0	0	0	
0	TRANSLATION GAIN/LOSS	0	0	0	0	0	0	0	0	0	0	0	
0	CAPITAL RESERVE	0	0	0	0	0	0	0	0	0	0	0	
(647,999)	YTD NET INCOME	(292,888)	(728,634)	(655,290)	(856,600)	(777,636)	(1,075,618)	(1,100,862)	(1,195,924)	(1,390,058)	(2,166,306)	(2,507,729)	(2,668,000)
30,354,466	TOTAL MEMBERS FUNDS - NEED CALCULATION	28,150,634	27,714,888	27,788,232	27,586,922	27,665,886	27,367,904	27,342,660	27,247,597	27,053,464	26,277,216	25,935,793	25,775,522
								0.00	0.00	0.00	0.00	0.00	0.00

Appendix "I"

Cash flows from operating activities													
	Profit / (Loss) for the period	(292,887.82)	(435,746.50)	73,344.43	(201,310.45)	78,964.24	(297,981.61)	(25,244.56)	(95,062.15)	(194,133.62)	(776,248.27)	(341,423.05)	(160,270.64)
	Interest Received												
	Taxation												
	<i>Adjustment for non-cash expenses:</i>												
	Depreciation	#REF!	169,147.09	274,317.53	275,024.58	241,487.78	274,379.14	282,971.23	281,902.58	40,685.46	279,276.85	309,257.11	249,297.00
	Accruals	#REF!	(34,922.18)	(57,473.98)	103,747.18	(46,065.62)	(14,936.56)	55,408.99	(50,899.64)	483,636.06	4,981.14	(379,528.80)	4,730.97
	<i>Changes in operating assets & liabilities</i>												
	Prepayments	#REF!	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	0.00	450.00
	Inventory	#REF!	(7,662.20)	(10,823.39)	(30,232.21)	(12,127.18)	(9,063.07)	40,091.48	4,066.03	0.00	0.00	0.00	0.00
	Receivables	#REF!	109,258.30	(197,783.40)	133,793.20	2,817.50	(4,140.26)	53,913.16	(916.10)	(884.25)	40,062.50	12,458.25	(10,547.26)
	Payables	#REF!	(151,355.24)	50,940.05	79,275.20	94,532.88	(231,164.19)	(22,555.38)	(160,466.33)	(52,016.40)	(352,293.46)	(51,285.45)	175,629.50
	Other Liabilities	#REF!	74,171.28	(416,849.41)	222,938.87	55,129.84	(480,649.56)	622,558.66	203,253.63	(53,186.41)	(130,869.50)	2,187.99	(367,483.53)
	<i>Cash generated from operations</i>	#REF!	(276,884.45)	(284,103.17)	583,461.37	414,964.44	(763,331.11)	1,007,368.58	182,103.02	224,325.84	(934,865.74)	(448,333.95)	(108,193.96)
	Interest paid												
	Taxation paid												
	<i>Net cash from operating activities</i>	#REF!	(276,884.45)	(284,103.17)	583,461.37	414,964.44	(763,331.11)	1,007,368.58	182,103.02	224,325.84	(934,865.74)	(448,333.95)	(108,193.96)
Cash flows from investing activities													
	(Purchase) and/or Sale of property, plant & equipment	#REF!	128,930.00	(60,324.26)	(347,255.17)	(95,127.07)	(59,307.94)	(588,284.92)	(48,187.93)	581,809.63	(3,248.93)	(41,152.44)	(39,042.24)
	<i>Net cash used in investing activities</i>	#REF!	128,930.00	(60,324.26)	(347,255.17)	(95,127.07)	(59,307.94)	(588,284.92)	(48,187.93)	581,809.63	(3,248.93)	(41,152.44)	(39,042.24)
Cash flows from financing activities													
	Proceeds from loans												
	Repayment of loans	#REF!	(50,000.00)	0.00	0.00	0.00	(0.00)	(50,000.00)	0.00	0.00	0.00	0.00	0.00
	<i>Net cash from financing activities</i>	#REF!	(50,000.00)	0.00	0.00	0.00	(0.00)	(50,000.00)	0.00	0.00	0.00	0.00	0.00
	Increase / (Decrease) in cash equivalents	#REF!	(197,954.45)	(344,427.43)	236,206.20	319,837.37	(822,639.05)	369,083.66	133,915.09	806,135.47	(938,114.67)	(489,486.39)	(147,236.20)
	Cash & cash equivalents at beginning of period	#REF!	1,413,969.20	1,216,014.75	871,587.32	1,107,793.52	1,427,630.89	604,991.84	974,075.50	1,107,990.59	1,914,126.06	976,011.39	486,525.00
	Cash & cash equivalents at end of year	#REF!	1,216,014.75	871,587.32	1,107,793.52	1,427,630.89	604,991.84	974,075.50	1,107,990.59	1,914,126.06	976,011.39	486,525.00	339,288.80

**SPORTIES HEALTH AND FITNESS
FACT SHEET – MAY 2020
OPERATIONAL**

FINANCIAL

Summary of financial performance for the last 3 years


	Profit / (Loss)		EBITDA	
FY17	-\$	228,275.04	-\$	129,835.77
FY18	-\$	453,000.47	-\$	143,924.42
FY19	-\$	318,073.99	-\$	133,169.61
FY20 YTD Mar	-\$	215,394.03	-\$	82,055.57

By Area - 2019

	Dry Area	Aquatics	Total
Income	332,362	202,147	534,510
Expenditure	371,969	295,710	667,679
EBITDA	-39,607	-93,562	-133,169
Depreciation	106,733	78,172	184,905
Profit/(loss)	-146,340	-171,735	-318,075

VISITATION

Area	2015	2016	2017	2018	2019
Casual					
Creche	1,835	1,709	1,568	1,845	1,966
Gym and Group Fitness	8,511	7,104	7,244	8,027	7,563
Hire	150	177	213	304	349
Holiday Program	199	195	178	150	184
Personal Training	259	326	621	487	541
Aquatics	3,002	2,779	2,910	2,997	3,012
Total Casual Visits	13,956	12,290	12,734	13,810	13,615
Member Visits	34,559	31,603	30,322	33,411	35,550
Learn To Swim	11,063	8,082	7,777	8,073	7,739
TOTAL ANNUAL VISITS	59,578	51,975	50,833	55,294	56,904



- Casual Visits
- Learn to Swim
- Member Visits

GROUPS

Regular Groups Include the following:

Cobram Barooga Swimming Club	Nurmkah Swimming Club
Finley Swimming Club	Tocumwal Swimming Squad
Cobram Primary School	Cobram St Joseph's Primary School
Cobram Anglican Grammar School	Barooga Primary School
PALS	Cobram SDS
Cobram Physiotherapy Clinic	Berrigan Senior Citizens
Strokes in Action Squad	

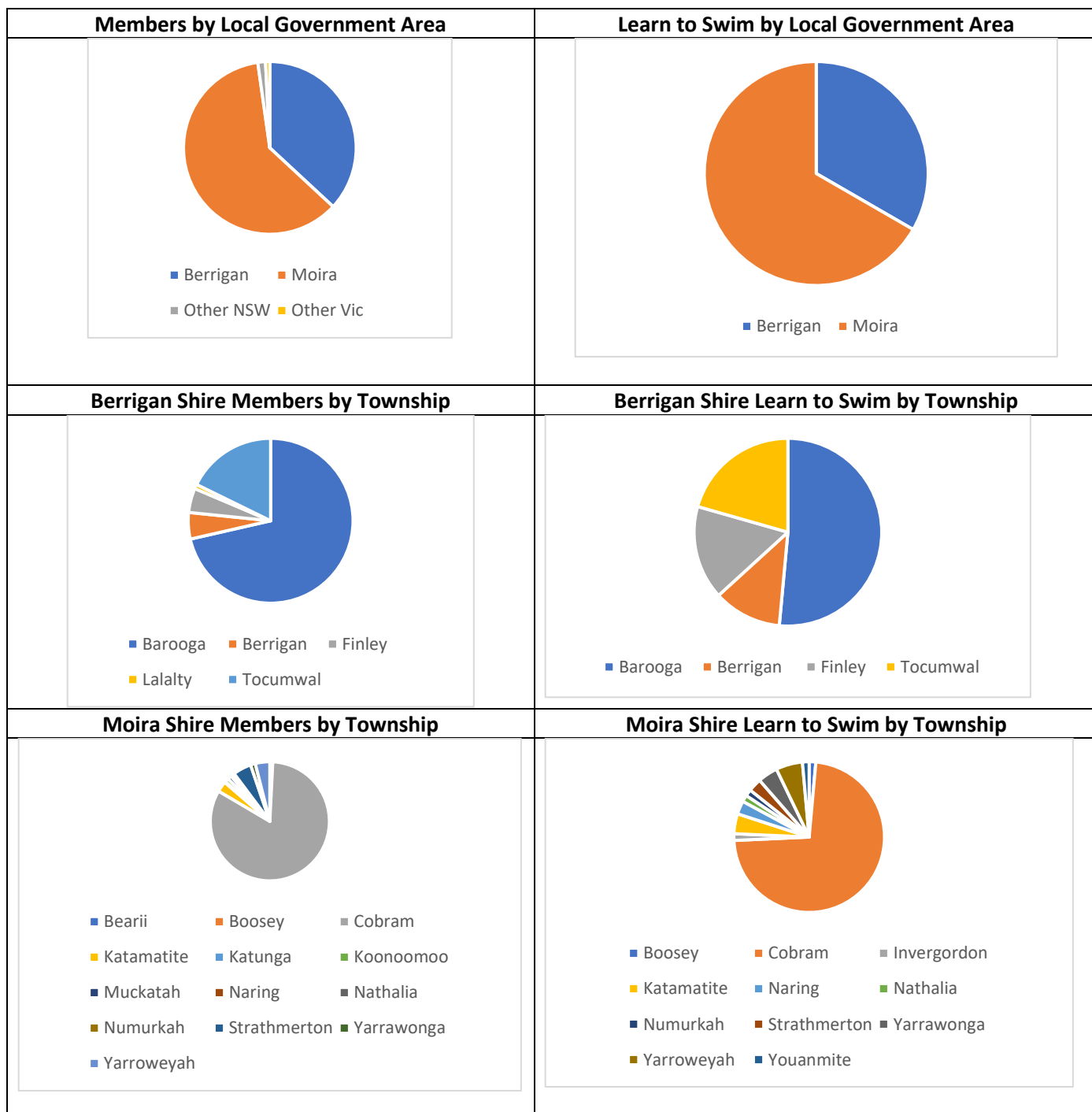
The swimming clubs generally use the pool as their winter training base, schools do their regular teaching programs, physio's, PALS and SDS use the pool as part of their regular physical activity and therapy sessions.

In addition to this, most regional sports clubs utilise the centre from as far as 100km during their season.

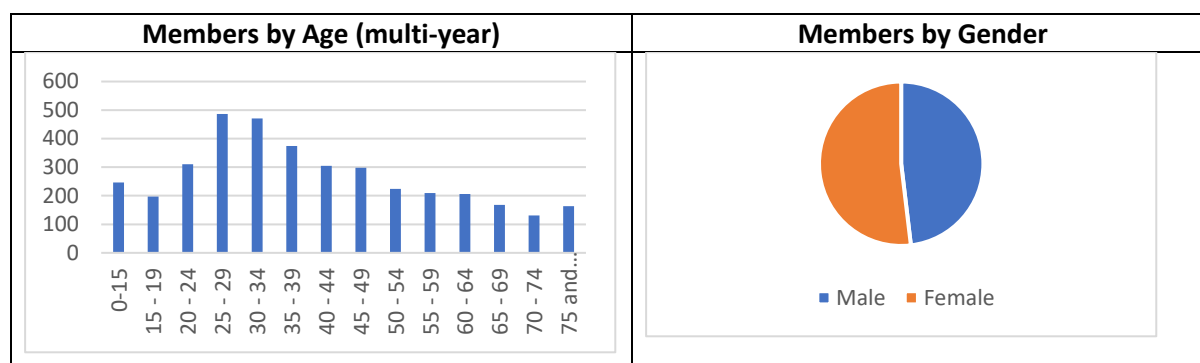
MEMBERSHIP

Members by Category (current and expired during Covid closure)

Category	Number
Corporate	152
Single	402
Family	77
TOTAL	631



Membership Continued



ASSET MANAGEMENT

With the support of the Berrigan Shire Council, the Sporties Group engaged Dennis Hunt and Associates to undertake a condition and compliance assessment of Sporties Health and Fitness.

The assessment was to incorporate:

- A thorough condition assessment of the building, including the indoor swimming pool, basketball court, car park and site based on a walk-through visual inspection and discussion with operator staff and service contractors.
- Determine contingent maintenance liabilities and costed maintenance and programs to bring the assets up to a standard commensurate with community expectation and industry best practice.
- An assessment of compliance standards against our DHA Check Lists for disabled access/facilities & the Building Code of Australia.
- Collection of all relevant information, including estimated maintenance costs to allow the formulation of a five-year maintenance/renewal, cyclical maintenance and capital recommendations.

Estimated Strategic Maintenance, Capital & Compliance Costs

Component	Total Preliminary Cost Estimates
Maintenance	\$407,900
Capital Program	\$324,000
Disabled Checklist Recommendations	\$118,900
BCA Checklist Recommendations	\$1,700
TOTAL (Five Years)	\$852,500

Example Maintenance and Capital Projects

Project	Cost Estimate
Pool concourse flooring	\$140,000
Plant Room Capital Replacements (including solar)	\$100,000+
Replace fencing and gates to toddler's pool and spa	\$8,000
Cyclical Court Maintenance	\$12,000
Change facilities and toilets	\$30,000+



TOCUMWAL FORESHORE PROJECT

LOT 442
1 DENILQUIN RD
TOCUMWAL NSW 2714

DRAWING LIST	
SHEET NUMBER	SHEET NAME
01	COVER PAGE
02	SITE ANALYSIS
03	EXISTING CONDITIONS & DEMOLITION PLAN
04	SITE PLAN
05	GROUND FLOOR PLAN
06	UPPER FLOOR PLAN
07	ELEVATIONS
08	ELEVATIONS
09	MATERIALS
10	ROOF PLANS
11	30%

ZONING
BUS - VILLAGE
CONSERVATION AREA - GENERAL


 A: 23 RILEY CT
 TOCUMWAL NSW 2714
 M: 0458 133 898
 E: TOME@TOVEDSIGN.COM.AU
 ABN: 76 471 585 062

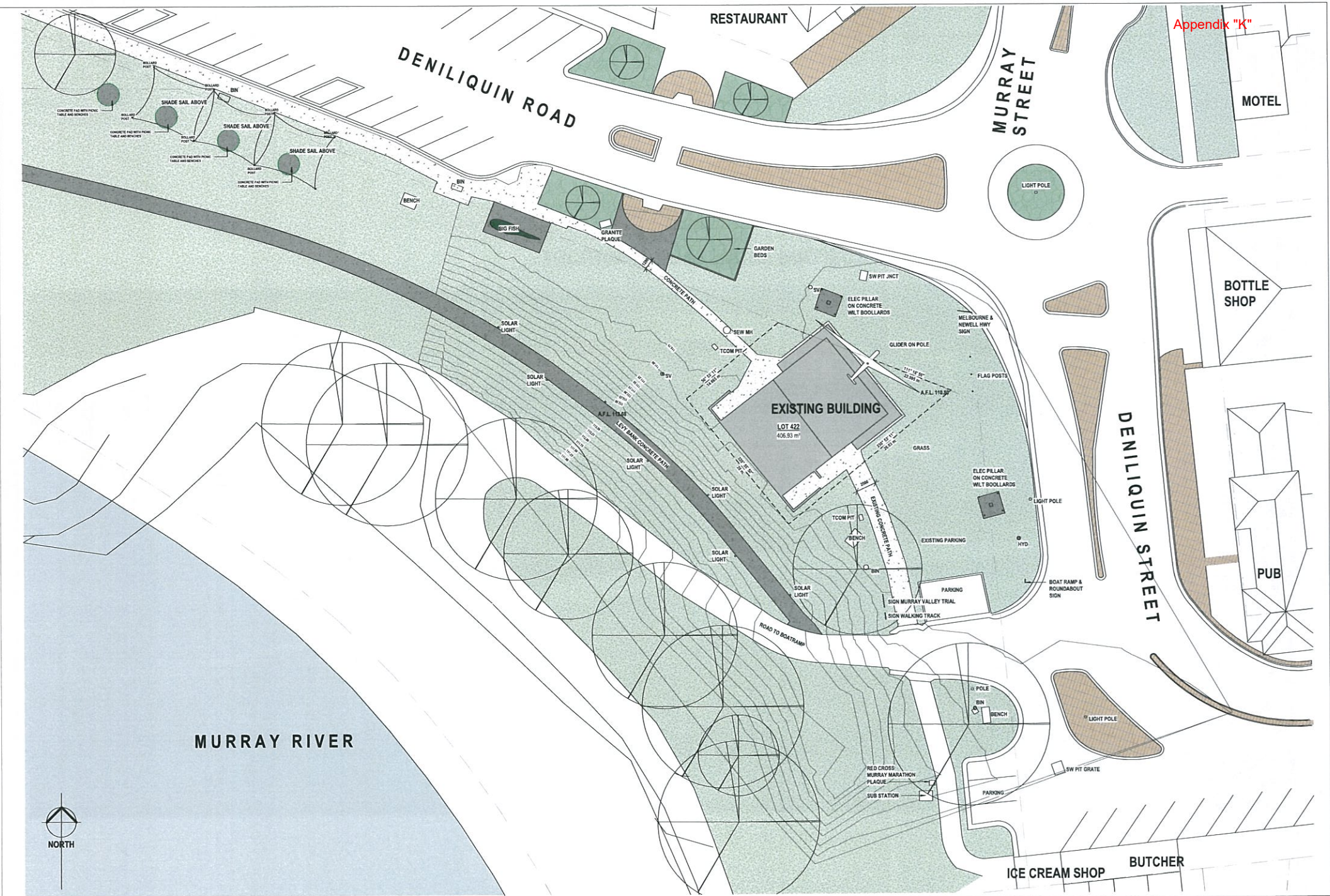
CLIENT NAME
BERRIGAN SHIRE
 PROJECT NAME
TOCUMWAL FORESHORE BUILDING

PROJECT ADDRESS
**LOT 422
1 DENILQUIN RD
TOCUMWAL NSW 2714**

PROJECT DRAWING
TENDER DRAWINGS
 BUILDING CLASS | DATE | SHEET
 6 | 05.05.2020 | 01 of 11

REVISIONS
 TO 01
 PROJECTING
 TO 02 - 04
 DRAWN BY
 TH

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Appendix "K"



1 SITE ANALYSIS
1:200

DRAWING SCALE 1:200 @ A1 SHEET

TOVE DESIGN
A: 23 RILEY CT
TOCUMWAL NSW 2714
M: 0810 133 888
E: TOVE@TOVEDESIGN.COM.AU
ABN: 78 471 585 652

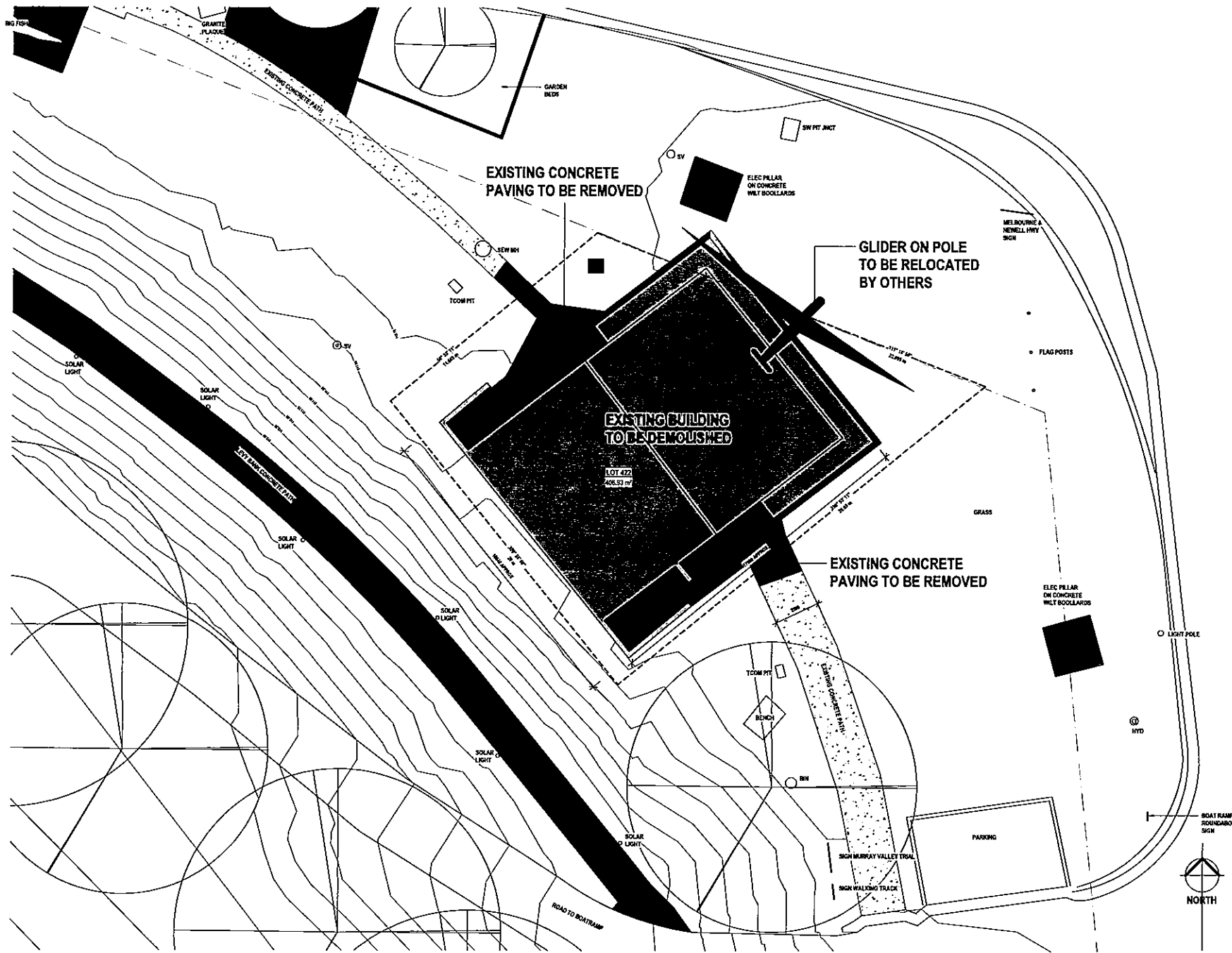
CLIENT NAME: BERRIGAN SHIRE
PROJECT NAME: TOCUMWAL FORESHORE BUILDING

PROJECT ADDRESS: LOT 422
1 DENILIQUIN RD
TOCUMWAL NSW 2714

PROJECT STATUS: TENDER DRAWINGS
BUILDING CLASS: DATE: 05/05/2020 SHEET: 02 OF 11
DRAWN BY: TH

REVISION NO: TD 01
PROJECT NO: TD 20_04
DRAWN BY: TH

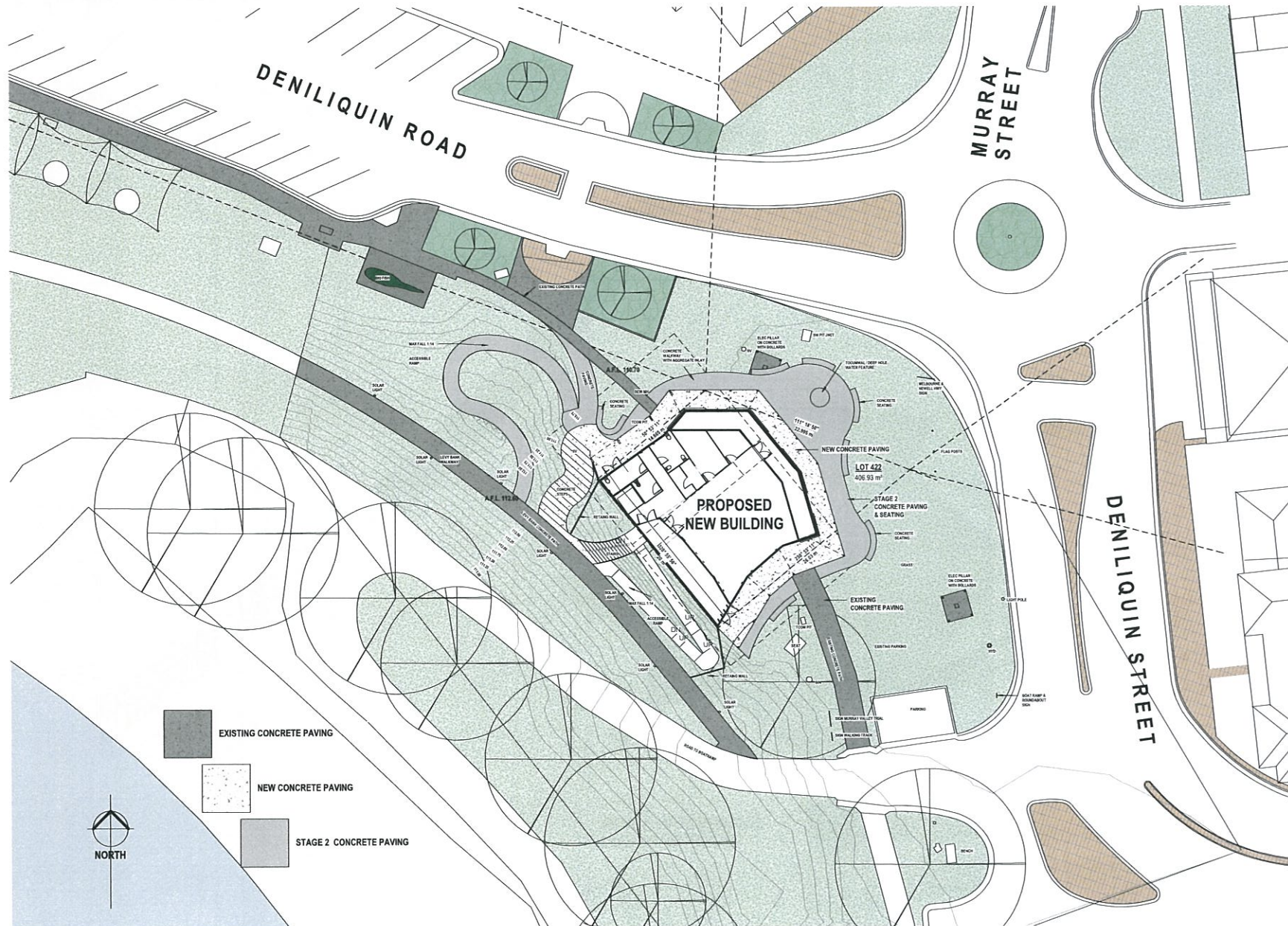
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1 EXISTING CONDITIONS AND DEMOLITION PLAN
1:100

DRAWING SCALE 1:100 @ A1 SHEET


	A1-21 BUILD/CT TOCUMWAL NSW 2714 M6 5048 133 996 BLDG@TOWEDSIGN.COM.AU A196 26 471 560 963	CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENILQUIN RD TOCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TEND 01 PROJECT NO. TD 20-04 DRAWN BY TH
	BUILDING CLASS 6	PROJECT NAME TOCUMWAL FORESHORE BUILDING	DATE 05.05.2020	SHEET 03 of 11	SPECIAL PLANS ARE PROTECTED BY THE COPYRIGHT ACT. THEIR UNAUTHORIZED USE OR REPRODUCTION OF THESE PLANS IS NOT FORWARDED.



- EXISTING CONCRETE PAVING
- NEW CONCRETE PAVING
- STAGE 2 CONCRETE PAVING

1 SITE PLAN
1:200

DRAWING SCALE 1:100 @ A1 SHEET

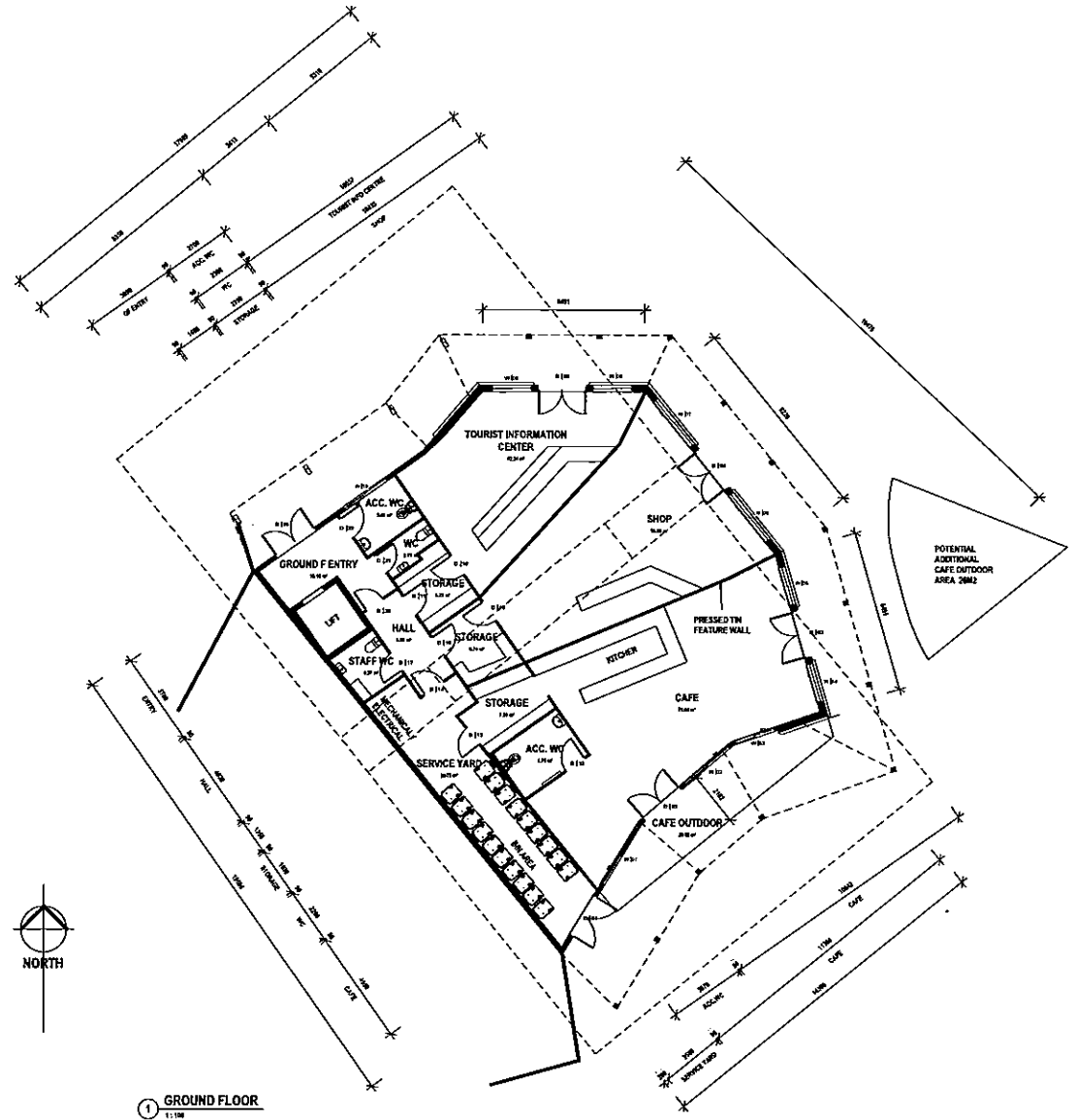
 TOVE DESIGN	A: 25 RRE/VCY TOCUMMAL NSW 2714 M: 0848 133 888 E: TOVE@TOVEDESIGN.COM.AU ABRN: 76 471 565 002	CLIENT NAME: BERRIGAN SHIRE	PROJECT NAME: TOCUMMAL FORESHORE BUILDING	PROJECT ADDRESS: LOT 422 1 DENILIQUIN RD TOCUMMAL NSW 2714	PROJECT STATUS: TENDER DRAWINGS	REFERENCE NO: TD 01
	BUILDING CLASS: G	DATE: 05.05.2020	SHEET: 04 of 11	PROJECT NO: TD 20 - 04	DRAWN BY: TH	

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WINDOW SCHEDULE						
NO.	ROOM	HEIGHT	WIDTH	SR	MATERIAL	FAMILY & TYPE
01	CAFE	900	2800	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 01
02	CAFE	900	2400	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 02
03	CAFE	900	1700	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 03
04	CAFE	1800	1500	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 04
05	CAFE	1800	1500	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 05
06	SHOP	1800	2400	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 06
07	SHOP	1800	2400	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 07
08	TOURIST INFO CENTRE	1800	1900	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 08
09	TOURIST INFO CENTRE	1800	1900	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 09
10	ACCESSIBLE WC GROUND FLOOR	400	2100	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 10
11	RESTAURANT	900	2800	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 11
12	RESTAURANT	900	4600	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 12
13	RESTAURANT	900	1500	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 13
14	RESTAURANT	900	1500	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 14
15	RESTAURANT	900	2400	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 15
16	OFFICE/STAFF	900	1850	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 16
17	OFFICE/STAFF	900	3700	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 17
18	KITCHEN	900	3200	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 18
19	FEMALE WC	900	1900	2500	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 19
20	HALLWAY	900	1150	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 20
21	MALE WC	900	3400	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 21
22	MALE WC	900	1700	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 22

FLYSCREENS TO ALL OPENABLE WINDOWS

DOOR SCHEDULE EXTERNAL							
NO.	ROOM	HEIGHT	DOOR PANEL WIDTH	WIDTH	FRAME	SR	COMMENT
01	SERVICE YARD	2400	1840	1840	STEEL	2400	DOUBLE 820 DOORS WITH MESH FOR VENTILATION
02	CAFE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
03	CAFE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
04	SHOP	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
05	TOURIST INFO CENTRE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
06	GROUND FLOOR ENTRY	2400	222	1998	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING & 2 x 550 SIDE LITES
07	RESTAURANT	2910	950	1970	ALUMINIUM POWDERCOATED	2100	DOUBLE DOORS WITH FULL GLAZING
08	UPPER FLOOR ENTRY	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
09	RESTAURANT	2400	950	1998	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING & 2 x 450 SIDE LITES
10	RESTAURANT	2400	2400	4650	ALUMINIUM POWDERCOATED	2400	SLIDING DOORS WITH FULL GLAZING 4 PANEL
11	RESTAURANT	2400	2400	2650	ALUMINIUM POWDERCOATED	2400	SLIDING DOORS WITH FULL GLAZING 3 PANEL



AREA SCHEDULE		
NAME	AREA	SQUARES
GROUND FLOOR CAFE OUTDOOR AREA	21.54 m ²	2.32
GROUND FLOOR COMMERCIAL & PUBLIC WC AREA	250.05 m ²	26.92
GROUND FLOOR SERVICE AREA	33.55 m ²	3.61
UPPER FLOOR AREA	204.58 m ²	22.02
UPPER FLOOR OUTDOOR AREA	34.48 m ²	3.71
UPPER FLOOR TOWN BALCONY	39.53 m ²	4.25
TOTAL AREA	583.73 m ²	62.83

PERSONNEL LOADING	
TOURIST INFORMATION CENTRE & SHOP	MALE EMPLOYEES 3 FEMALE EMPLOYEES 3
CAFE	MALE EMPLOYEES 2
	FEMALE EMPLOYEES 2
	MALE PATRONS 25
	FEMALE PATRONS 25
CAFE OUTDOOR	MALE PATRONS (OUTDOOR) 10
	FEMALE PATRONS (OUTDOOR) 10

DRAWING SCALE 1:100 @ A1 SHEET

TOVE DESIGN
 A: 22 BERRY CT
 TUCUMWAL NSW 2714
 M: 045 134 998
 E: TOVE@TOVEDSIGN.COM.AU
 AUST: 78 451 985 (M)

CLIENT NAME: BERRIGAN SHIRE
 PROJECT NAME: TUCUMWAL FORESHORE BUILDING

PROJECT ADDRESS: LOT 4/22
 1 DENILQUIN RD
 TUCUMWAL NSW 2714

PROJECT DATE: 11/10/21
 TENDER DRAWINGS

BUILDING CLASS: 6
 DATE: 05/05/2020
 SHEET: 05 OF 11
 DRAWN BY: 174

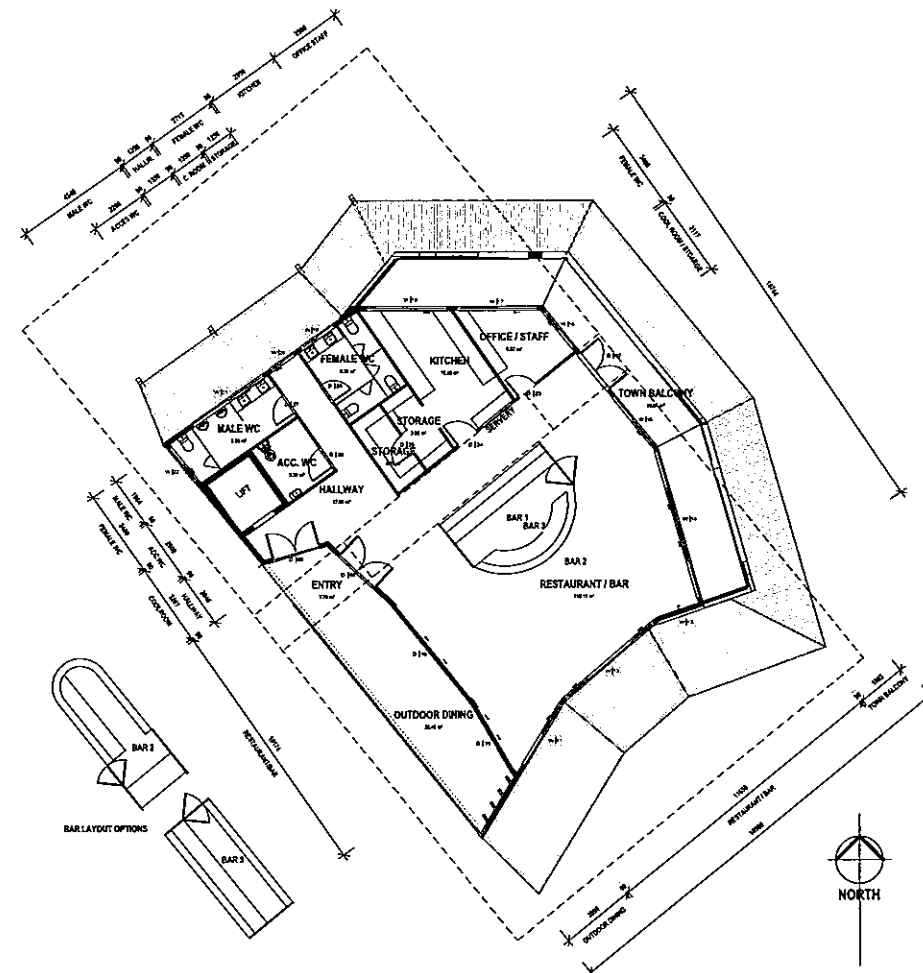
REVISION NO: 1
 PROJECT NO: 174-20-04

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WINDOW SCHEDULE						
NO.	ROOM	HEIGHT	WIDTH	WH	MATERIAL	FAMILY & TYPE
01	CAFE	900	2900	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 01
02	CAFE	900	2400	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 02
03	CAFE	900	1700	1900	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 03
04	CAFE	1800	1800	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 04
05	CAFE	1100	1900	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 05
06	SHOP	1800	2400	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 06
07	SHOP	1800	2400	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 07
08	TOURIST INFO CENTRE	1800	1600	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 08
09	TOURIST INFO CENTRE	1800	1800	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 09
10	ACCESSIBLE WC GROUND FLOOR	400	2100	2400	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 10
11	RESTAURANT	900	2800	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 11
12	RESTAURANT	900	4600	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 12
13	RESTAURANT	900	1500	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 13
14	RESTAURANT	900	1000	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 14
15	RESTAURANT	900	2400	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 15
16	OFFICE/STAFF	900	1850	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 16
17	OFFICE/STAFF	900	1000	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 17
18	KITCHEN	900	1200	2100	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 18
19	FEMALE WC	600	1600	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 19
20	HALLWAY	600	1150	2500	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 20
21	MALE WC	600	1400	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 21
22	MALE WC	600	1700	2600	Windows - Aluminium	Window Sliding-AWS Commercial Series 452-102mm SLIDING 22

FLYSCREENS TO ALL OPENABLE WINDOWS

DOOR SCHEDULE EXTERNAL							
NO.	ROOM	HEIGHT	DOOR PANEL WIDTH	WIDTH	FRAME	WH	COMMENT
01	SERVICE YARD	2400		1840	STEEL	2400	DOUBLE 600 DOORS WITH MESH FOR VENTILATION
02	CAFE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
03	CAFE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
04	SHOP	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
05	TOURIST INFO CENTRE	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
06	GROUND FLOOR ENTRY	2400	950	1998	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING & 2 x 550 SIGELITES
07	RESTAURANT	2010	900	1870	ALUMINIUM POWDERCOATED	2100	DOUBLE DOORS WITH FULL GLAZING
08	UPPER FLOOR ENTRY	2400	950	1970	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING
09	RESTAURANT	2400	950	1998	ALUMINIUM POWDERCOATED	2400	DOUBLE DOORS WITH FULL GLAZING & 2 x 450 SIGELITES
10	RESTAURANT	2400		4650	ALUMINIUM POWDERCOATED	2400	SLIDING DOORS WITH FULL GLAZING 4 PANEL
11	RESTAURANT	2400		2850	ALUMINIUM POWDERCOATED	2400	SLIDING DOORS WITH FULL GLAZING 3 PANEL



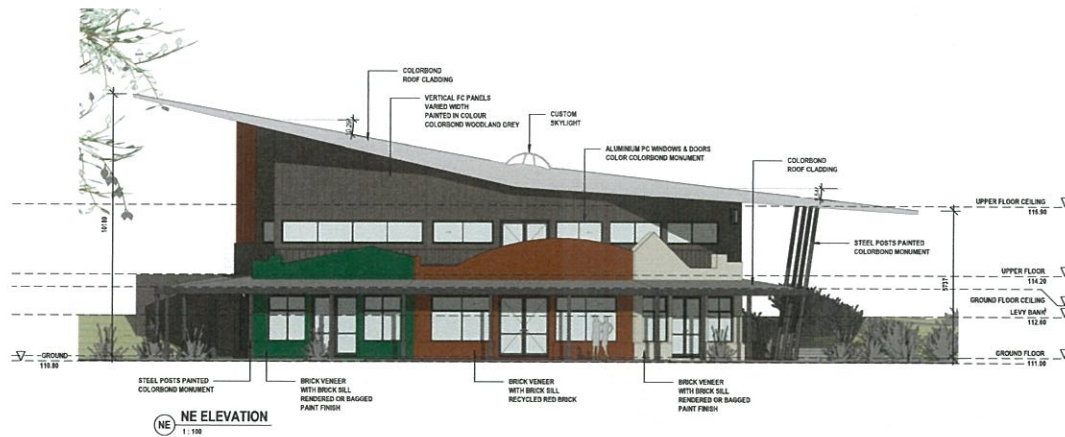
1 UPPER FLOOR
1:100

AREA SCHEDULE			
NAME	AREA	SQUARES	
GROUND FLOOR CAFE OUTDOOR AREA	21.54 m ²	2.32	
GROUND FLOOR COMMERCIAL & PUBLIC WC AREA	250.05 m ²	26.92	
GROUND FLOOR SERVICE AREA	33.85 m ²	3.61	
UPPER FLOOR AREA	204.58 m ²	22.02	
UPPER FLOOR OUTDOOR AREA	34.48 m ²	3.71	
UPPER FLOOR TOWN BALCONY	36.53 m ²	4.25	
TOTAL AREA	563.73 m ²	62.83	


PERSONNEL LOADING		
RESTAURANT	MALE EMPLOYEES	5
	FEMALE EMPLOYEES	5
	MALE PATRONS	56
	FEMALE PATRONS	56
	MALE PATRONS (OUTDOOR)	37
	FEMALE PATRONS (OUTDOOR)	37

	AL 27 PILEY CT TOCUMMAL NSW 2714 M: 08 8312 8866 E: TOVE@TOVEDESIGN.COM.AU A: 08 75 111 585 080	CLIENT NAME: BERRIGAN SHIRE	PROJECT ADDRESS: LOT 422 1 DENILQUIN RD TOCUMMAL NSW 2714	PROJECT STATUS: TENDER DRAWINGS	DRAWING NO: TD 01
	DRAWING CLASS: DATE: 06.04.2020	SHEET: 06 of 11	DRAWN BY: TVE	CHECKED BY: TD 20 of 04	PROJECT NO: TD 20 of 04

DRAWING SCALE 1:100 @ A1 SHEET



DRAWING SCALE 1:100 @ A1 SHEET

 TOVE DESIGN	A: 23 RILEY CT TUCUMWAL NSW 2714 M: 0498 133 898 E: TOVE@TOVEDSIGN.COM.AU A/NZ: 78 471 585 902	CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENILQUIN RD TUCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO TFD 01 PROJECT NO TFD 20-04 DRAWN BY TH
	PROJECT NAME TUCUMWAL FORESHORE BUILDING	BUILDING CLASS DATE SHEET 6 05 05 2020 07 OF 11			

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SE ELEVATION
1:100




SW ELEVATION
1:100

STEEL ALUMINIUM RAILING
COLOUR: COLORBOND MONUMENT

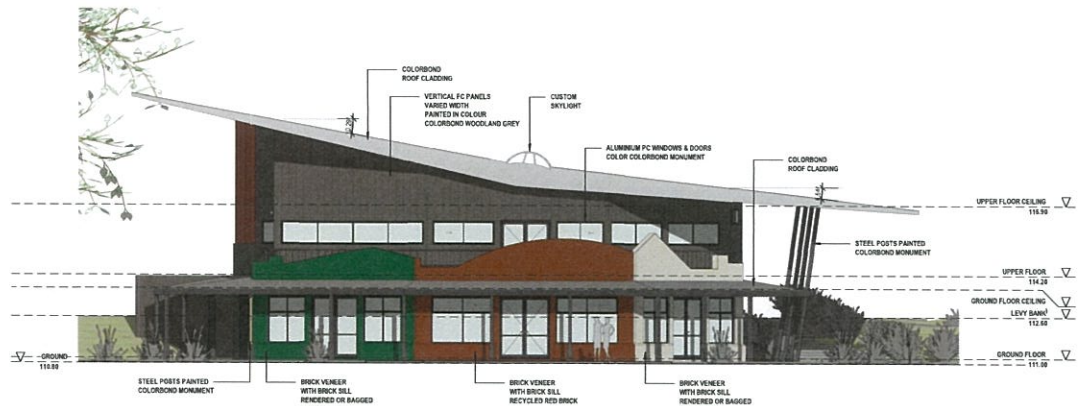


NW ELEVATION
1:100

DRAWING SCALE 1:100 @ A1 SHEET

	A: 23 RILEY CT TUCUMWAL NSW 2714 M: 0818 613 916 E: TOVE@TOVEDESIGN.COM.AU A/N: 79 471 565 042	CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENLIQUIN RD TUCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TD 01
	PROJECT NAME TUCUMWAL FORESHORE BUILDING	BUILDING CLASS 6	DATE 05/05/2020	SHEET 08 of 11	PROJECT NO. TD 20-04

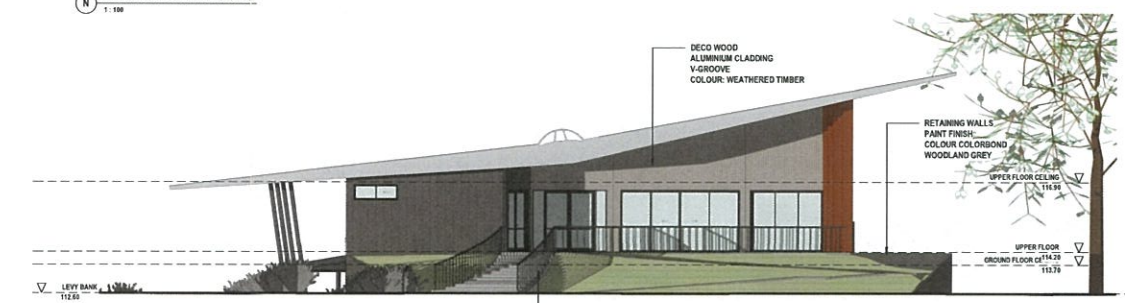
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NE ELEVATION MATERIALS
1:100



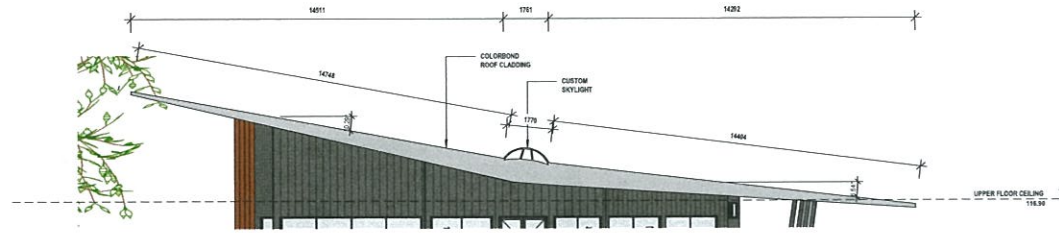
N ELEVATION MATERIALS
1:100



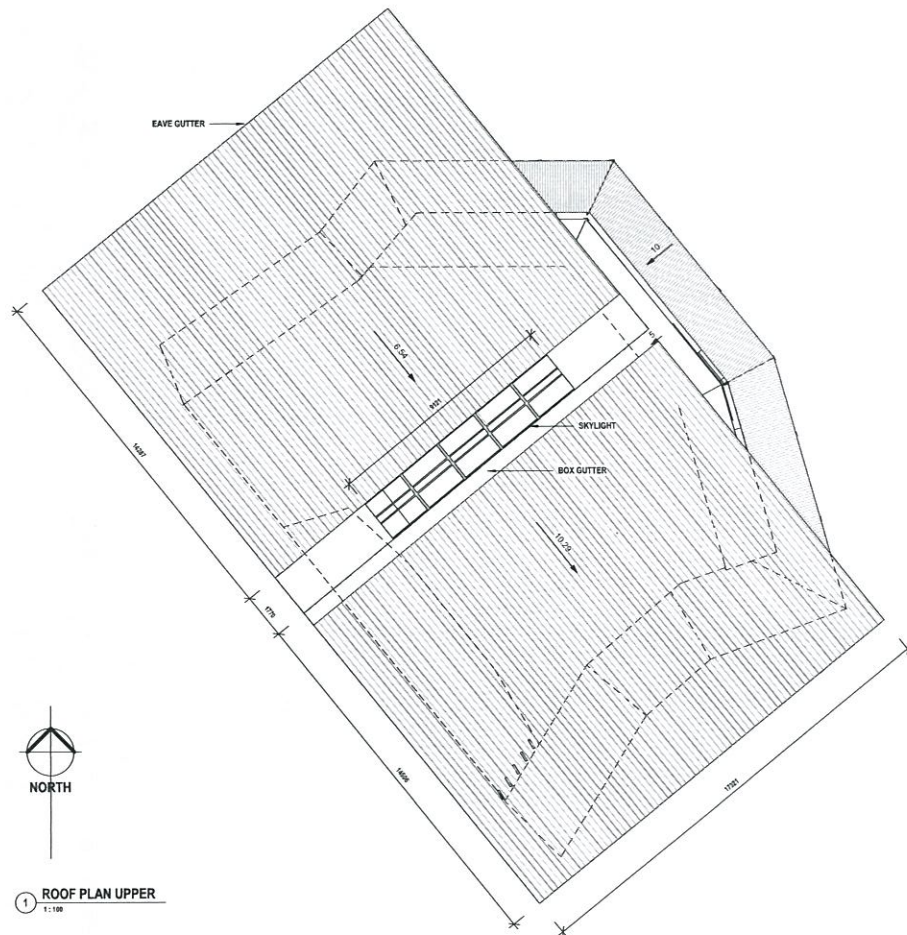
SW ELEVATION MATERIALS
1:100

PROPOSED MATERIALS & FINISHES

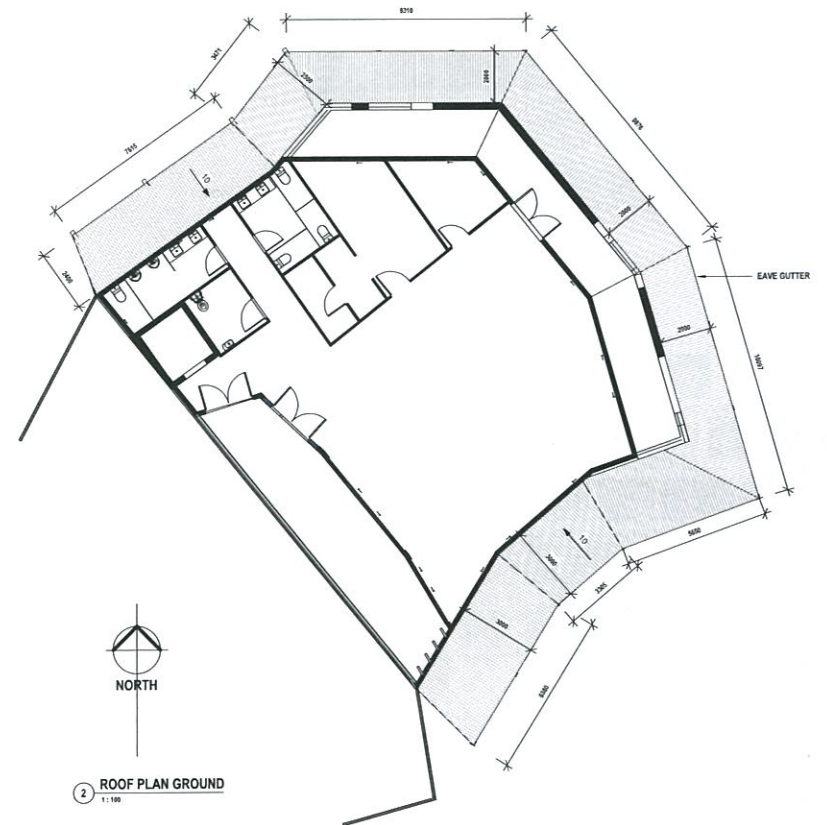
	ITEM	MATERIAL	COLOUR	INSPIRATION
EXTERIOR MATERIALS	ROOF	COLORBOND ROOF CLADDING	GREY	
	SKYLIGHT	CUSTOM MADE GLASS/ALUM	GLASS & METAL	
	UPPER & GROUND FLOOR CLADDING 1	VERTICAL FC PANELS PAINT FINISH	COLORBOND WOODLAND GREY	
	UPPER FLOOR CLADDING 2	DECO WOOD V-GROOVE WEATHERED	WEATHERED TIMBER	
	GROUND FLOOR SHOP FRONTS	RECYCLED RED BRICK	HENGEFED BAGGED PAINTED BRICK WITH GREY & BROWNISH GREEN	
	WINDOW & DOORS	PUNCHED BRICK ALUMINIUM	COLORBOND MONUMENT	
	UPPER FLOOR COLUMNS	STEEL CLADDING	WEATHERED STEEL	
	RAILING	STEEL OR ALUMINIUM	COLORBOND MONUMENT	
	POSTS	STEEL	COLORBOND MONUMENT	
	LANDSCAPING	STAGE 2 LANDSCAPING PATIOS & SEATING	CONCRETE WITH HARDWARES METAL	CONCRETE WITH HARDWARES METAL
STAGE 2 WATER FEATURE / SCULPTURE		TEA	TEA	
INTERIOR FEATURE	UPPER FLOOR ACOUSTIC BAKED CEILING PANELS	TIMBER	TABERNACLE OAK	
	UPPER FLOOR FEATURE SKYLIGHT	CUSTOM MADE GLASS/ALUM	GLASS & METAL	
	UPPER FLOOR BAR	CUSTOM DESIGN		
	STAGE 2 UPPER FLOOR FEATURE WALL PAPER	CUSTOM DESIGN		
	FLOORS	BURNISHED CONCRETE	GREY REARL	
	UPPER FLOOR TOILETS WASHPLANS	EMERALD	VERDEAT	
	UPPER FLOOR RESTAURANT ROLLER BLINDS	TEA	ORONICAL	
	GROUND FLOOR CAFE FEATURE WALL	TEA	ORONICAL	
	GROUND FLOOR SKIRTING AND ARCHITRAVE	WIDE BARKTIE & BARKTIE/ALUM	WHITE PAINTED	



3 NE ELEVATION ROOF
1:100



1 ROOF PLAN UPPER
1:100



2 ROOF PLAN GROUND
1:100

DRAWING SCALE 1:100 @ A1 SHEET

	A: 23 RILEY CT TOCUMWAL NSW 2714	CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENILIQUIN RD TOCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TD 01
	M: 0688 133 886	E: TOVE@TOVEDESIGN.COM.AU	PROJECT NAME TOCUMWAL FORESHORE BUILDING	BUILDING CLASS G	PROJECT NO. TD 20 - 04
	ABING 74 471 545 652			DATE 05.05.2020	SHEET 10 of 11
					DRAWN BY TJ

CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENILIQUIN RD TOCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TD 01
PROJECT NAME TOCUMWAL FORESHORE BUILDING	BUILDING CLASS G	DATE 05.05.2020	PROJECT NO. TD 20 - 04
		SHEET 10 of 11	DRAWN BY TJ

PROJECT ADDRESS LOT 422 1 DENILIQUIN RD TOCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TD 01
BUILDING CLASS G	DATE 05.05.2020	PROJECT NO. TD 20 - 04
	SHEET 10 of 11	DRAWN BY TJ

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NW VIEW




NE VIEW



SW VIEW



SE VIEW

	A: 23 RILEY CT TOCUMWAL NSW 2714 M: 069 133 898 E: TOVE@TOVEDESIGN.COM.AU A/NM: 78 471 589 962	CLIENT NAME BERRIGAN SHIRE	PROJECT ADDRESS LOT 422 1 DENLIQUIN RD TOCUMWAL NSW 2714	PROJECT STATUS TENDER DRAWINGS	REVISION NO. TTD 01 PROJECT NO. TTD 00 - 04
	PROJECT NAME TOCUMWAL FORESHORE BUILDING	BUILDING CLASS 6	DATE 05.05.2020	SHEET 11 OF 11	DRAWN BY TH

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APPENDIX TWO – CAF BUILD STAFF CV'S

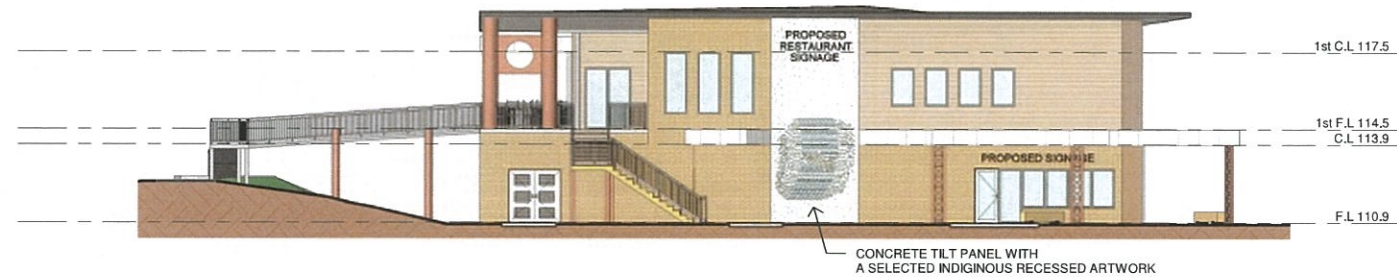
NORTH ELEVATION - DENILQUIN ROAD

1 : 200



EAST ELEVATION

1 : 200



SOUTH ELEVATION

1 : 200



WEST ELEVATION

1 : 200



SHEET SIZE "A3"

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PROPOSED COMMERCIAL MIXED USE BUILDING

For: GILCHRIST PROPERTY GROUP

At: TOCUMWAL FORESHORE

COLOUR USED FOR
PRESENTATION ONLY



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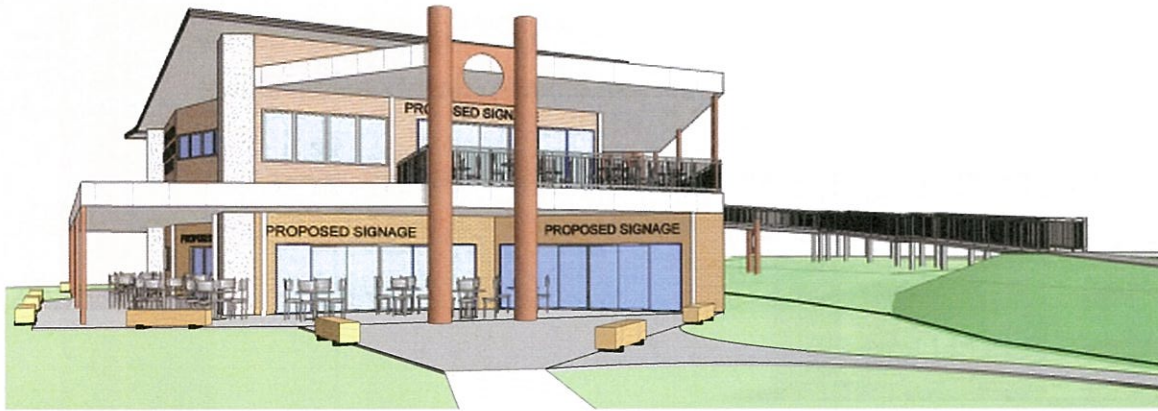


Sketch: SIX

Sheet: A04

Date: 5-5-2020

Job No: 7074



3D View 5



3D View 6



3D View 7



3D View 8

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Sketch: SIX

Sheet: A03

Date: 5-5-2020

Job No: 7074



3D View 1



3D View 2



3D View 3



3D View 4

SHEET SIZE "A3"

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At: TOCUMWAL FORESHORE

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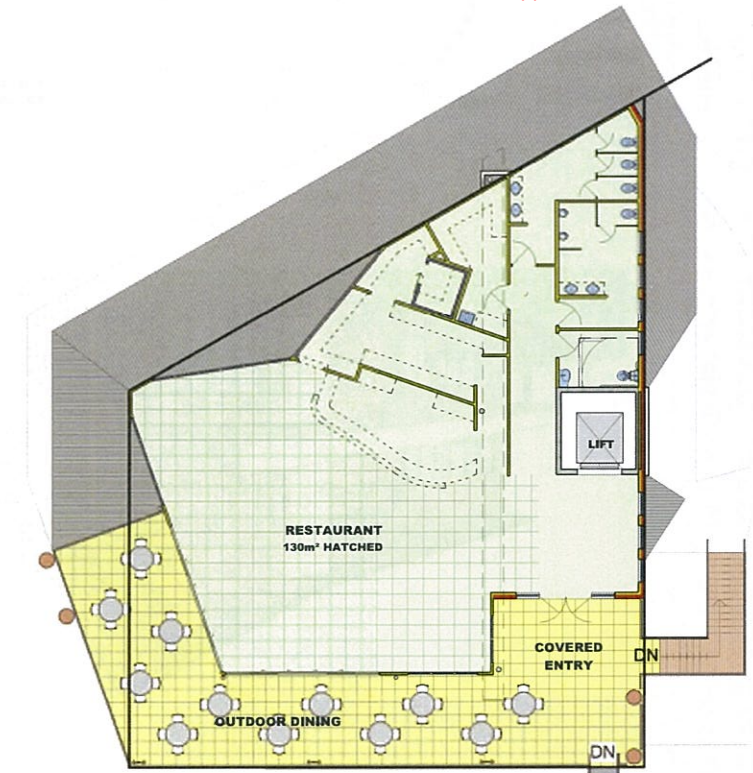
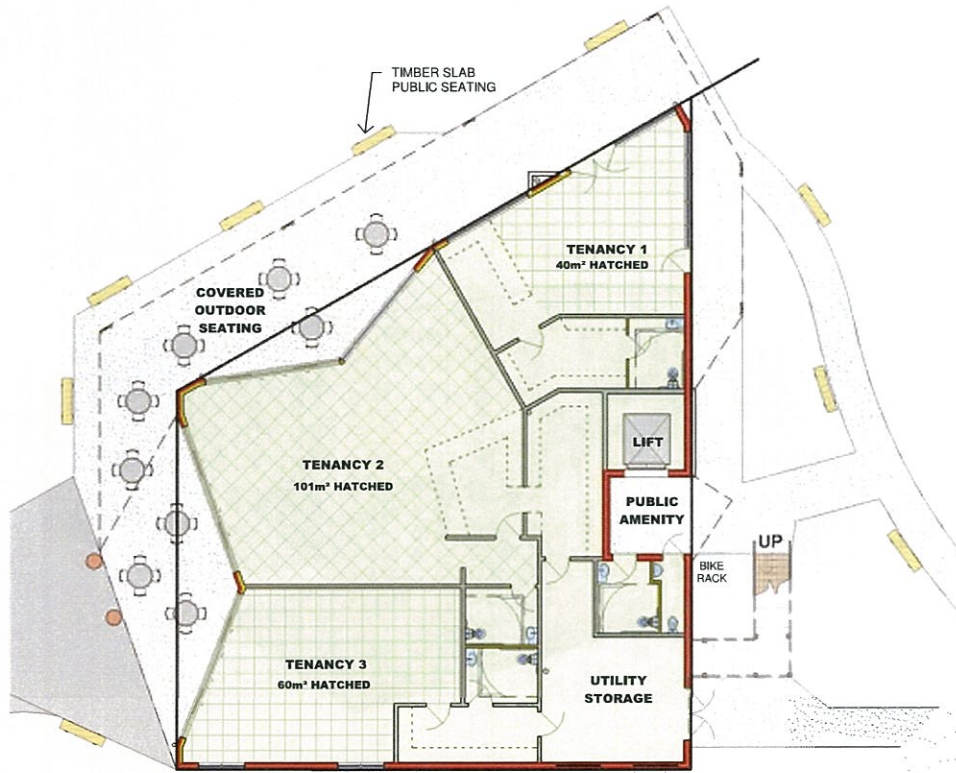


Sketch: SIX

Sheet: A02

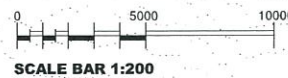
Date: 5-5-2020

Job No: 7074



**AREA TABULATION. APPROX AREAS.
BUILDER TO CONFIRM**

NAME	AREA	LEVEL
TENANCY 1	76.7 m ²	F.L. 110.9
TENANCY 2	148.3 m ²	F.L. 110.9
TENANCY 3	84.3 m ²	F.L. 110.9
UTILITY STORAGE	38.0 m ²	F.L. 110.9
PUBLIC AMENITY	23.8 m ²	F.L. 110.9
RESTAURANT	288.5 m ²	1st F.L. 114.5
OUTDOOR DINING	80.6 m ²	1st F.L. 114.5
COVERED ENTRY	38.4 m ²	1st F.L. 114.5
	778.6 m ²	



FLOOR PLAN - GROUND

1 : 200



FLOOR PLAN - FIRST

1 : 200

SHEET SIZE "A3" PROPOSED COMMERCIAL MIXED USE BUILDING

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Sketch: SIX

Sheet: A01

Date: 5-5-2020

Job No: 7074

Tenancy 3:
Indicative 3D View - Internal



Tenancy 2:
Indicative 3D View - Internal



Tenancy 2:
Indicative 3D View - Internal



Tenancy 1:
Indicative 3D View - Internal



Restaurant:
Indicative 3D View - Internal



Restaurant:
Indicative 3D View - Internal



Restaurant:
Indicative 3D View - External



TOCUMWAL FORESHORE BUILDING - CONNECTING THE TOWN WITH THE RIVER

**GENERAL NOTES (NCC 2019, BCA Vol 1)
COMMERCIAL WORKS GENERAL NOTES**

- ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2006, THE NATIONAL CONSTRUCTION CODE SERIES 2019 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS REFERRED TO THEREIN.
- ALL MATERIALS AND CONSTRUCTION PRACTICE SHALL MEET THE PERFORMANCE REQUIREMENTS OF THE BCA, WHERE AN ALTERNATIVE SOLUTION IS PROPOSED THEN PRIOR IMPLEMENTATION OR INSTALLATION IT FIRST MUST BE ASSESSED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR AS MEETING THE PERFORMANCE REQUIREMENTS OF THE BCA.
- STAIR AND BALUSTRADE TO COMPLY WITH AS 1657
- WATERPROOFING OF WET AREAS TO COMPLY WITH BCA PART F1.7
- ALL STORMWATER TO BE TAKEN TO THE LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITIES APPROVAL.
- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL SCHEDULES AND SPECIFICATIONS, RELEVANT STRUCTURAL AND SERVICES DRAWINGS, DETAILS AND SPECIFICATIONS AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.
- ALL MEASUREMENTS AND LEVELS IN MILLIMETERS U.N.O. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF ALL STRUCTURES AND ALL ESSENTIAL SERVICES TO BE MAINTAINED DURING ALL WORKS.
- THE BUILDER AND SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS AND SPECIFICATIONS AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS.
- REPORT ALL DISCREPANCIES TO THE DESIGNER FOR CLARIFICATION.
- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE BY THE CLIENT OF THE DESIGNER FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER.
- THE APPROVAL BY THE DESIGNER OF A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORIZATION FOR ITS USE OR A CONTRACT VARIATION. ANY SAID VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT AND WHERE APPLICABLE THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING THE SAID VARIATION.
- BUILDER TO ALLOW FOR ALL WORKS TO COMPLY AND INCLUDE ALL REQUIRED CONDITIONS IN ACCORDANCE WITH THE PLANNING PERMIT AND SHALL BE RESPONSIBLE THAT ALL PLANNING CONDITIONS ARE MET AT THE COMPLETION OF WORKS.

- STRUCTURE NOTES:**
- ALL EXPOSED STRUCTURE TO BE IRONBARK TIMBER.
 - EXPOSED STRUCTURE TO BE DRESSED WITH EXTREME PENETRATING PRESERVATIVE SEALER (INTERNAL AND EXTERNAL). PRODUCT TO BE APPROVED BY DESIGNER - APPLIED TO ALL SIDES OF THE TIMBER PRIOR FIXING.
 - ALL FIXINGS AND BOLT CONNECTIONS GRADE 316 STAINLESS STEEL WITH TIMBER PLUG COVERS FOR FIRE-RATING IF REQUIRED.



SERVICES & CIVIL NOTES:

- THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORM WATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING OR/AND SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.
- INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.
- MECHANICAL AIR CONDITIONING AND VENTILATION SYSTEM IN ACCORDANCE WITH AS-1668.2 AND AS/NZS 3666.1 AS AMENDED. REFER TO SERVICE ENGINEERS DRAWINGS.
- EXHAUST OUTLETS TO BE LOCATED NO CLOSER THAN 6.0M TO FRESH AIR INLETS.
- HWS: NATURAL GAS WITH UNITS
- ALL UNITS (AC, HWS) TO BE LOCATED IN MECHANICAL ROOM LOCATED AT GROUND FLOOR
- MECHANICAL VENTILATION AT FIRST FLOOR TO BE DUCTED TO THE ROOF IN DISABLED TOILET, FEMALE AND MALE TOILETS, KITCHEN. DUCTING WORKS TO BE COORDINATED WITH DESIGNER PRIOR INTERNAL AND FLOOR INSULATIONS TO BE INSTALLED.
- ELECTRICAL SWITCHBOARDS LOCATION TO BE CONFIRMED BY

SERVICES CONTRACTOR AND APPROVED BY DESIGNER.

- ALL EXPOSED INTERNAL SERVICES INCL. LIGHT FITTINGS, ELECTRICAL CORDS ETC. TO BE SILVER/METAL MATT FINISH. ANY CHANGE NEEDS TO BE COORDINATED WITH THE DESIGNER.
- FIRE HAZARD PROPERTIES OF MATERIALS AND ASSEMBLIES TO COMPLY WITH BCA SPECIFICATION C1.10.
- DRY CHEMICAL FIRE EXTINGUISHERS MUST BE LOCATED ADJACENT TO HAZARDS AND ELECTRICAL SWITCH BOARDS. REFER TO SERVICE ENGINEERS FOR MORE DETAILS.

ACCESSIBILITY NOTES:

- ALL DOOR HARDWARE, CONTROLS, DOOR CONSTRUCTION, GATES, VISUAL INDICATORS, OPENING FORCES, THRESHOLDS, MUST MEET AS 1428.1.
- PROVIDE A MINIMUM CLEAR OPENING OF 850mm TO ALL ENTRANCE AND INTERNAL DOORS (Min. 920 DOOR LEAF), INCLUDING DOUBLE DOORS IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 13.2.
- WHERE PROVIDED, THRESHOLD RAMPS MUST NOT EXCEED 35mm IN HEIGHT, 280mm IN LENGTH OR BE STEEPER THAN 1:8 (AS 1428.1 (2009) CLAUSE 10.5.
- ENTRY APPROACH PAVEMENTS MUST NOT EXCEED FALLS 1:40.

DRAWING LIST:

SITE

- A-01 PROPOSED SITE PLAN
- A-02 SITE VIEWS 1
- A-03 SITE VIEWS 2

PLANS

- A-04 DEMOLITION PLAN
- A-05 CONCRETE SETOUT PLAN
- A-06 GROUND FLOOR PLAN
- A-07 FIRST FLOOR PLAN
- A-08 REFLECTIVE CEILING PLANS

ELEVATIONS & SECTIONS

- A-09 SW & NE ELEVATIONS
- A-10 SE & NW ELEVATIONS
- A-11 SECTIONS

SCHEDULE

- A-12 DOORS AND WINDOWS

DETAILS

- A-13 SECTION DETAIL 1
- A-14 SECTION DETAIL 2
- A-15 PLANTERS & BALUSTRADES
- A-16 RAMP 2
- A-17 DISPLAY BOARD

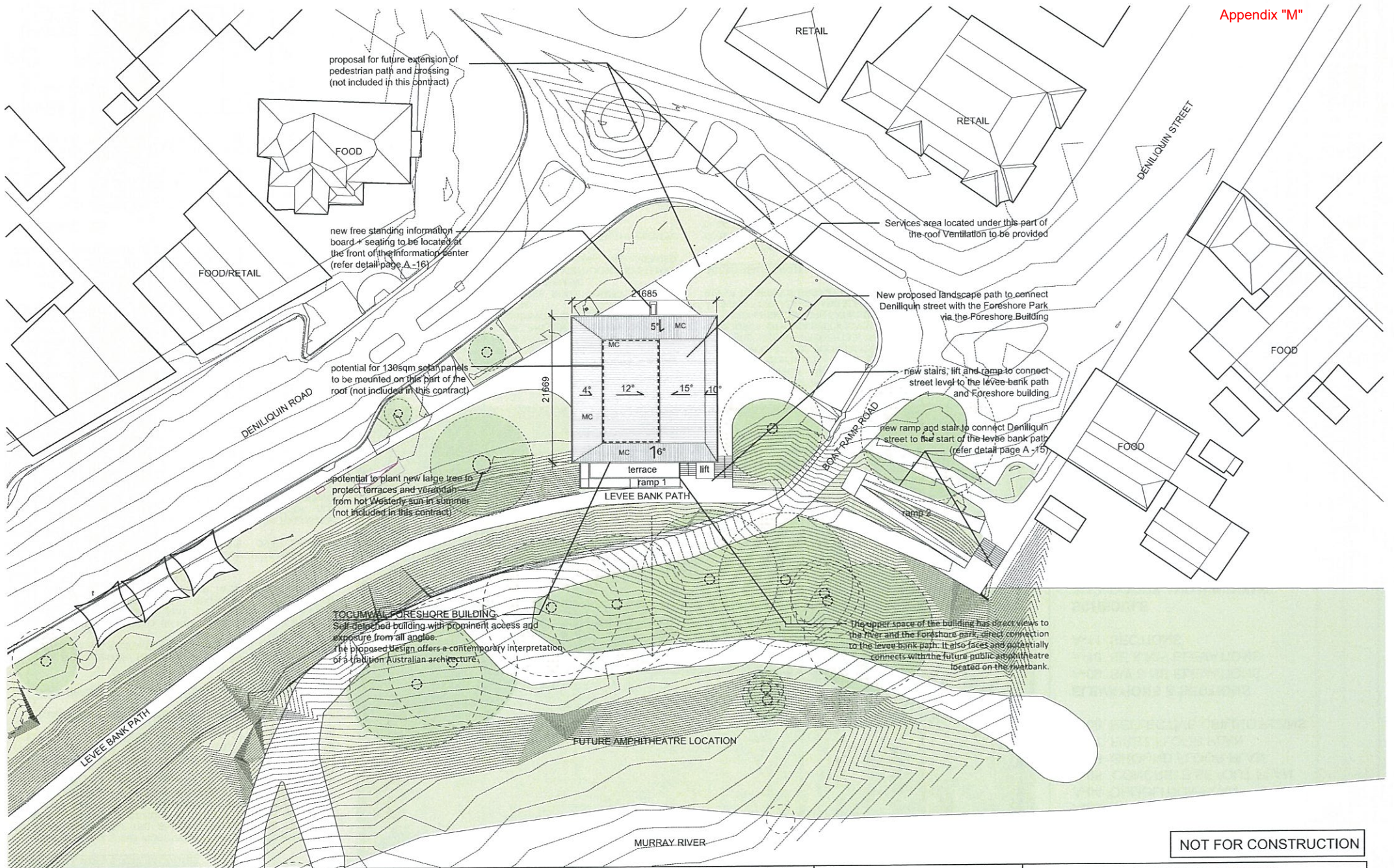
IMAGES

- A-18 ADDITIONAL VIEWS

- THE SIZE OF THE LEVEL AREA IS TO ALLOW FOR SUFFICIENT CIRCULATION SPACE TO THE DOORS FOR THEIR OPERATION. IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 13.3
- ALL ENTRANCE DOORS AND INTERNAL DOORS MUST POSSES LUMINANCE CONTRAST IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 13.1.
- VISUAL IDENTIFICATION MUST BE PROVIDED TO ALL GLAZING ON THE ACCESSWAY WHICH IS CAPABLE OF BEING MISTAKEN FOR A DOORWAY OR OPENING IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 6.6.
- ALL BUILDING ENTRANCES ARE IN ACCORDANCE WITH AS1428-2001 - DESIGN
- RULE FOR ACCESS BY THE DISABLED
- LUMINANCE CONTRAST IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 13.1.
- VISUAL IDENTIFICATION MUST BE PROVIDED TO ALL GLAZING ON THE ACCESSWAY WHICH IS CAPABLE OF BEING MISTAKEN FOR A DOORWAY OR OPENING IN ACCORDANCE WITH AS 1428.1 (2009) CLAUSE 6.6.
- ALL BUILDING ENTRANCES TO BE IN ACCORDANCE WITH AS1428-2001

NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission	LEGEND AL Aluminium B Beam, refer struct BAL Balustrade BB Breccoblock C Column, refer struct CB Concrete block (core filled) CON Concrete with sealant CP Cupboard CPP Corrugated perforated panel CP Carpet D Door DG Double glazing	DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Existing F Fixed glazing FC Fibre cement sheet wall FB Face brick FFC Fibre cement sheet ceiling FFL Floor Finish Level FG Fixed glazing FRB Fire-ched plasterboard FR Fridge	FW Floor waste GALV Galvanized steel sheet GCD Grate channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HW Hardwood HWS Hot water service INS1 external wall INS2 Internal wall	sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LF Light fitting EX Existing MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving	S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + monotrack SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TL Tile (or Marmoleum) TD Timber decking TF Timber flooring	TRH Toilet roll holder TS Timber structure U Urinal W Window WPB Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714	SCALE 1:500 @ A3	2003 00
							Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com	DATE 01.05.2020	COVER SHEET



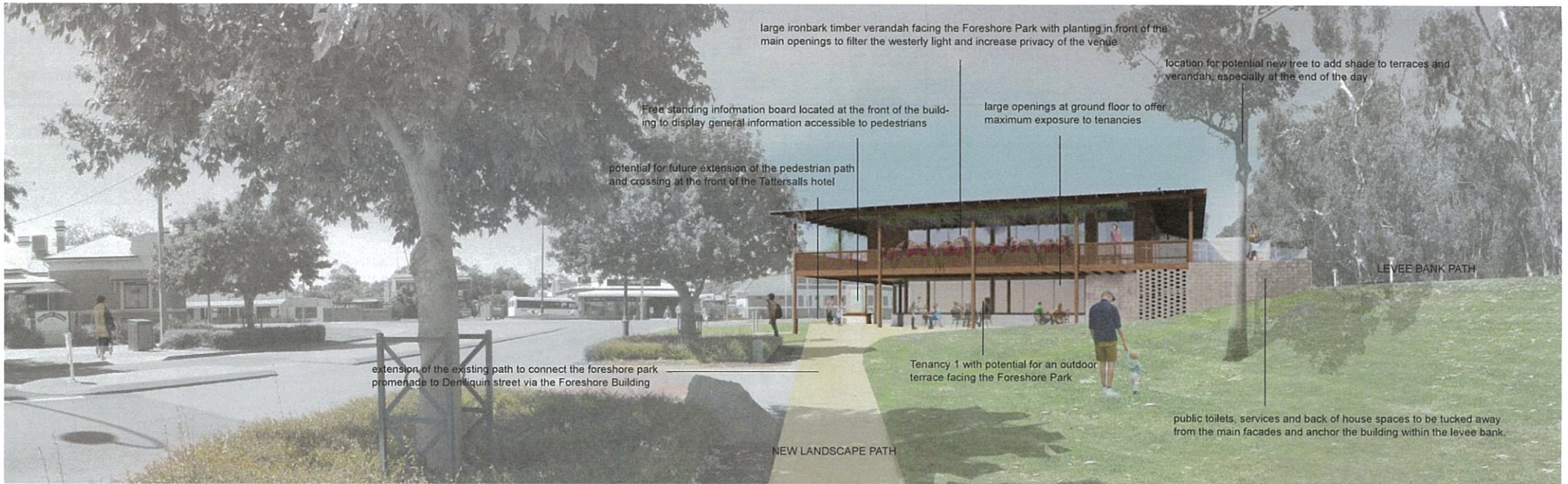
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ISSUES
- 05.05.2020 / tender submission
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LEGEND	DIS Disabled toilets	FW Floor waste	sound insulation	S Sink	TRH Ticker roll holder
AL Aluminium	DP Downpipe	GALV Galvanized steel sheet	INS3 roof insulation	SB Switchboard	TS Timber structure
B Beam, refer struct	DR Drawer	GCD Grate channel drain	INS4 floor/ceiling sound insulation	SD Soap dispenser	U Urinal
BAL Balustrade	DW Dish washer	GT Gutter	JN Joint	SHR Shower	W Window
BB Breccia block	EA Equal angle	GR Grab rail	LF Light fitting	SHC Shower curtain + monocrack	WPB Wet area plasterboard
C Column, refer struct	EX Existing	HB Hand basin	LP Lamp panel	SH Shelf	WT Water tank
CB Concrete block (core filled)	F Fixed glazing	HD Hand dryer	MC Metal cladding	SK Skirting	
CON Concrete with sealant	FC Fibre cement sheet wall	HK Hook	MD Metal deck roofing	SS Stainless steel	
COD Cupboard	FB Face brick	HR Hand rail	ME Mesh	ST Steel	
CPP Corrugated perforated panel	FFC Fibre cement sheet ceiling	HWD Handwood	MM Mirror	T Timber	
CP Carpet	FFL Floor Finish Level	HWS Hot water service	NGL Natural Ground Level	TB Timber batten	
D Door	FG Fixed glazing	INS1 external wall	PB Plasterboard	TL Tile (or Marmoleum)	
DG Double glazing	FRF Flex-check plasterboard	INS2 internal wall	PC Polished concrete	TD Timber decking	
	FR Fridge		PV Paving	TF Timber flooring	


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TOCUMWAL FORESHORE BUILDING		
TOCUMWAL, NSW 2714		
SCALE	DATE	2003
1:500 @ A3	01.05.2020	01
SITE PLAN		REV -



FROM THE FORESHORE PARK



FROM THE LEVEE BANK PATH

NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission	LEGEND AL Aluminium B Beam, refer struct BAL Balustrade BB Brezeblock C Column, refer struct CB Concrete block (core filled) CCN Concrete with sealant CPD Cupboard CFP Conjugated perforated panel CP Carpet D Door DG Double glazing DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Existing F Fixed glazing FC Fibre cement sheet wall FB Face brick FFC Fibre cement sheet ceiling FFL Floor Finish Level CP Carpet D Door DG Double glazing FW Floor waste GALV Galvanized steel sheet GCD Grate channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HW Hand HWS Hot water service INS1 external wall INS2 internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LF Light fitting LP Lamp panel MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard SD Soots dispenser SHR Shower SHC Shower curtain + monotrack SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten (or Marmoleum) TD Timber decking TF Timber flooring TRH Toilet roll holder TS Timber structure U Urinal W Window WPB Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714	SCALE -- @ A3	DATE 01.05.2020	2003 02 REV -
		Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com	SITE VIEWS 1		



FROM THE ROUNDABOUT



FROM DENILQUIN STREET

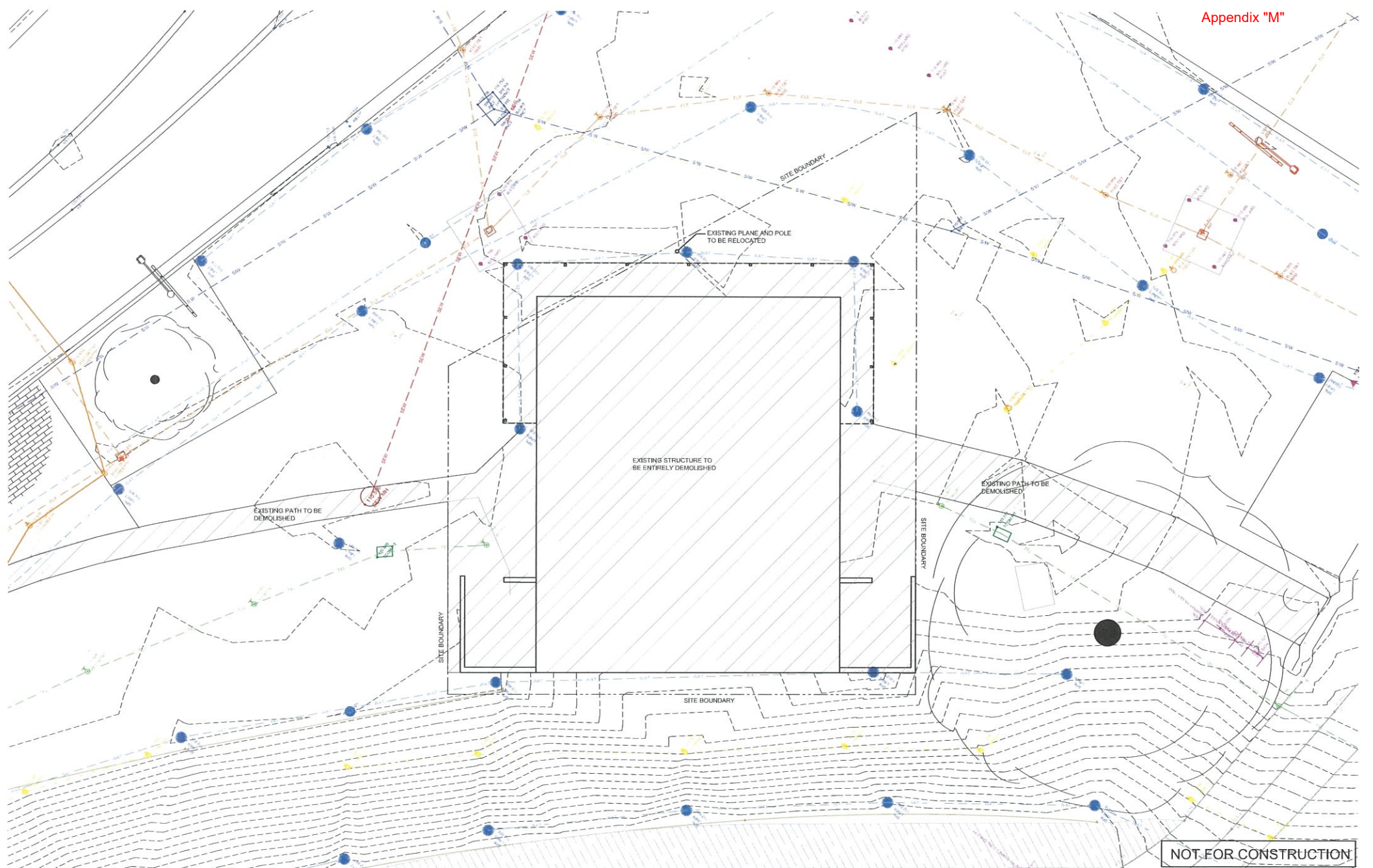
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ISSUES
- 05.05.2020 / tender submission
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LEGEND		DIS		FW		sound insulation		S		TRH	
AL	Aluminium	DP	Downpipe	FW	Floor waste	INS3	roof insulation	SB	Switchboard	TS	Timber structure
B	Beam, refer struct	DR	Drawer	GCD	Grate channel drain	INS4	floor/ceiling sound insulation	SD	Soap dispenser	U	Urinal
BAL	Balustrade	DW	Dish washer	GT	Gutter	JN	Joint	SHR	Shower	W	Window
BB	Breezeblock	EA	Equal angle	GR	Grab rail	LF	Light fitting	SHC	Shower curtain + monorack	WPB	Wet area plasterboard
C	Column, refer struct	EX	Existing	HB	Hand basin	LP	Lamp panel	SH	Shelf	WT	Water tank
CB	Concrete block (conc filled)	F	Fixed glazing	HD	Hand dryer	MC	Metal cladding	SK	Skirting		
CCN	Concrete with sealant	FC	Fibre cement sheet wall	HK	Hook	MD	Metal deck roofing	SS	Stainless steel		
CPD	Cupboard	FB	Face brick	HR	Handrail	ME	Mesh	ST	Steel		
CPP	Comogated perforated panel	FFC	Fiber cement sheet ceiling	HWD	Hardwood	MM	Mirror	T	Timber		
CP	Carpet	FFL	Floor Finish Level	HWS	Hot water service	NGL	Natural Ground Level	TB	Timber battens		
D	Door	FG	Fixed glazing	INS1	external wall insulation	PB	Plasterboard	TL	Tile (or Marmoleum)		
DG	Double glazing	FR	Fridge	INS2	internal wall insulation	PC	Polished concrete	TD	Timber decking		
						PV	Paving	TF	Timber flooring		

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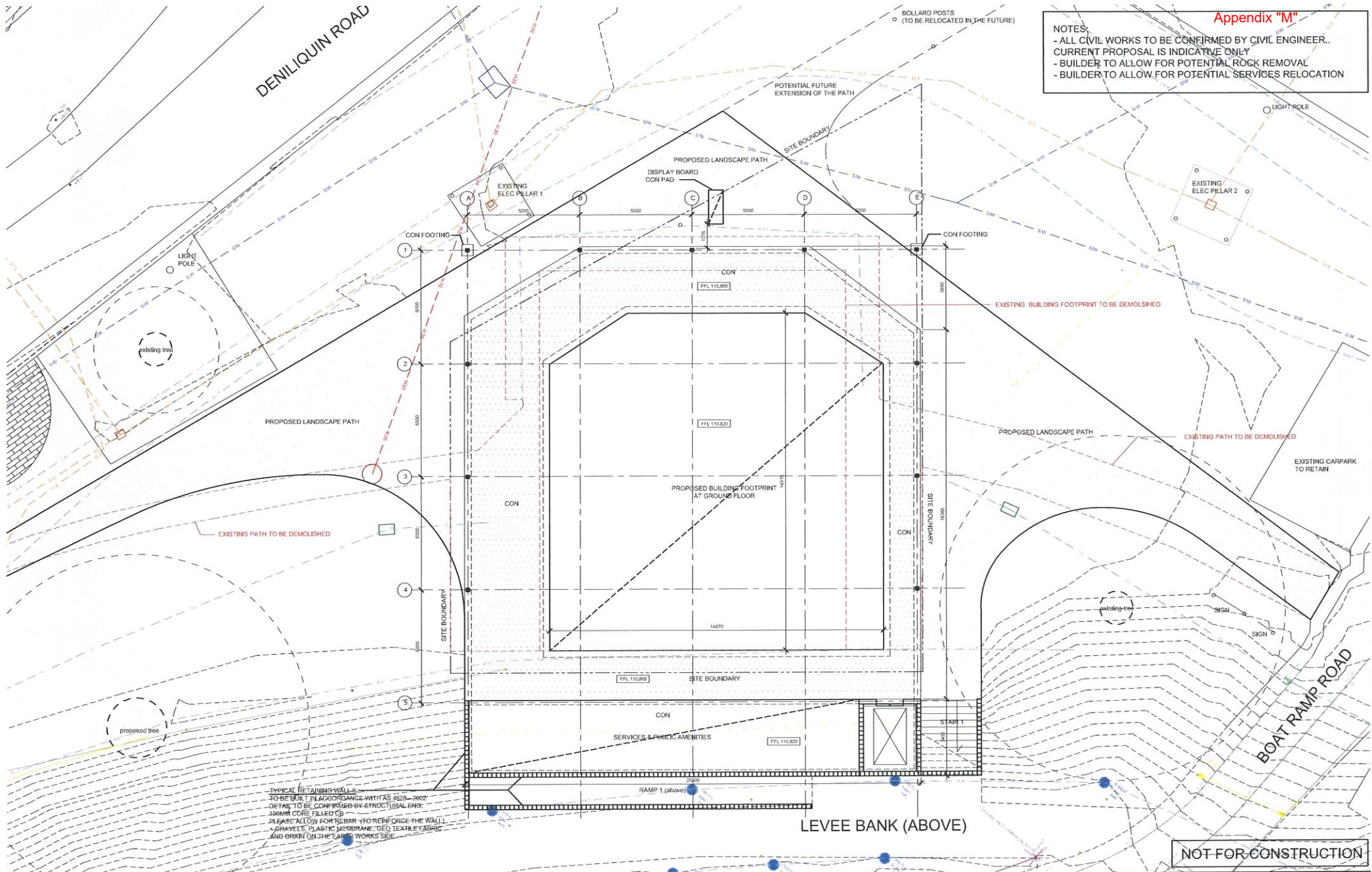
TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714		
SCALE	-- @ A3	2003
DATE	01.05.2020	03
	SITE VIEWS 2	REV -



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<p>ISSUES - 05.05.2020 / tender submission</p> <p>GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.</p>	<p>LEGEND</p> <table border="0"> <tr> <td>AL Aluminium</td> <td>DIS Disabled toilets</td> <td>FW Floor waste</td> <td>sound insulation</td> <td>S Sink</td> <td>TRH Toilet roll holder</td> </tr> <tr> <td>B Beam, refer struct</td> <td>DP Downpipe</td> <td>GALV Galvanized steel sheet</td> <td>INS3 roof insulation</td> <td>SB Switchboard</td> <td>TS Timber structure</td> </tr> <tr> <td>BAL Balustrade</td> <td>DR Drawer</td> <td>GCD Grate channel drain</td> <td>INS4 floor/ceiling sound insulation</td> <td>SD Scole dispenser</td> <td>U Urinal</td> </tr> <tr> <td>BB Breezoblock</td> <td>DW Dish washer</td> <td>GT Gutter</td> <td>JN Joint</td> <td>SHR Shower</td> <td>W Window</td> </tr> <tr> <td>C Column, refer struct</td> <td>EA Equal angle</td> <td>GR Grab rail</td> <td>LF Light fitting</td> <td>SHC Shower curtain + monotrack</td> <td>WPB Wet area plasterboard</td> </tr> <tr> <td>CB Concrete block (core filled)</td> <td>EX Existing</td> <td>HB Hand basin</td> <td>LP Lampanel</td> <td>SH Shelf</td> <td>WT Water tank</td> </tr> <tr> <td>CON Concrete with sealant</td> <td>F Fixed glazing</td> <td>HD Hand dryer</td> <td>MC Metal cladding</td> <td>SK Skirting</td> <td></td> </tr> <tr> <td>CPD Cupboard</td> <td>FC Fibre cement sheet wall</td> <td>HK Hook</td> <td>MD Metal deck roofing</td> <td>SS Stainless steel</td> <td></td> </tr> <tr> <td>CPP Corrugated perforated panel</td> <td>FB Face brick</td> <td>HR Handrail</td> <td>ME Mesh</td> <td>ST Steel</td> <td></td> </tr> <tr> <td>CP Carpet</td> <td>FFG Fibre cement sheet ceiling</td> <td>HWD Handwood</td> <td>MM Mirror</td> <td>T Timber</td> <td></td> </tr> <tr> <td>D Door</td> <td>FFL Floor Finish Level</td> <td>HWS Hot water service</td> <td>NGL Natural Ground Level</td> <td>TB Timber batten</td> <td></td> </tr> <tr> <td>DG Double glazing</td> <td>FG Fixed glazing</td> <td>INS1 external wall</td> <td>PB Plasterboard</td> <td>TL Tile (or Marmoleum)</td> <td></td> </tr> <tr> <td></td> <td>FRB Fire-check plasterboard</td> <td>INS2 internal wall</td> <td>PC Polished concrete</td> <td>TD Timber decking</td> <td></td> </tr> <tr> <td></td> <td>FR Fridge</td> <td></td> <td>PV Paving</td> <td>TF Timber flooring</td> <td></td> </tr> </table>	AL Aluminium	DIS Disabled toilets	FW Floor waste	sound insulation	S Sink	TRH Toilet roll holder	B Beam, refer struct	DP Downpipe	GALV Galvanized steel sheet	INS3 roof insulation	SB Switchboard	TS Timber structure	BAL Balustrade	DR Drawer	GCD Grate channel drain	INS4 floor/ceiling sound insulation	SD Scole dispenser	U Urinal	BB Breezoblock	DW Dish washer	GT Gutter	JN Joint	SHR Shower	W Window	C Column, refer struct	EA Equal angle	GR Grab rail	LF Light fitting	SHC Shower curtain + monotrack	WPB Wet area plasterboard	CB Concrete block (core filled)	EX Existing	HB Hand basin	LP Lampanel	SH Shelf	WT Water tank	CON Concrete with sealant	F Fixed glazing	HD Hand dryer	MC Metal cladding	SK Skirting		CPD Cupboard	FC Fibre cement sheet wall	HK Hook	MD Metal deck roofing	SS Stainless steel		CPP Corrugated perforated panel	FB Face brick	HR Handrail	ME Mesh	ST Steel		CP Carpet	FFG Fibre cement sheet ceiling	HWD Handwood	MM Mirror	T Timber		D Door	FFL Floor Finish Level	HWS Hot water service	NGL Natural Ground Level	TB Timber batten		DG Double glazing	FG Fixed glazing	INS1 external wall	PB Plasterboard	TL Tile (or Marmoleum)			FRB Fire-check plasterboard	INS2 internal wall	PC Polished concrete	TD Timber decking			FR Fridge		PV Paving	TF Timber flooring		<p>TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714</p> <p>SCALE 1:150 @ A3</p> <p>DATE 01.05.2020</p>	<p>DEMOLITION PLAN</p> <p>2003 04 REV -</p>	<p>Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com</p>
AL Aluminium	DIS Disabled toilets	FW Floor waste	sound insulation	S Sink	TRH Toilet roll holder																																																																																			
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NOTES:
 - ALL CIVIL WORKS TO BE CONFIRMED BY CIVIL ENGINEER..
 - CURRENT PROPOSAL IS INDICATIVE ONLY
 - BUILDER TO ALLOW FOR POTENTIAL ROCK REMOVAL
 - BUILDER TO ALLOW FOR POTENTIAL SERVICES RELOCATION



TYPICAL RETAINING WALLS
 TO BE BUILT IN ACCORDANCE WITH AS 4628-2002
 DETAIL TO BE CONFIRMED BY STRUCTURAL ENG.
 100MM CORE FILLED CB
 PLEASE ALLOW FOR REBAR TO REINFORCE THE WALL
 - GRAVELS PLASTIC SACKBRANE GEO TEXTILES FABRIC
 AND DRAIN ON THE LAND WORKS SIDE

ISSUES
 - 05.05.2020 / tender submission

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LEGEND	
AL Aluminium	DIS Disabled toilets
B Beam, refer struct	DP Downpipe
BAL Balustrade	DR Drawer
BB Breezeblock	DW Dish washer
CB Concrete block (core filled)	EK Equal angle
CON Concrete with sealant	EX Existing
CPD Cupboard	F Fixed glazing
CPP Comagated perforated panel	FC Fibre cement sheet wall
CP Carpet	FB Face brick
DG Double glazing	FFC Fibre cement sheet ceiling
FW Floor waste	FG Fixed glazing
GALV Galvanized steel sheet	FR Fridge
GCD Grate channel drain	FW Floor waste
GT Gutter	GALV Galvanized steel sheet
GR Grab rail	GCD Grate channel drain
HB Hand basin	GT Gutter
HD Hand dryer	GR Grab rail
HK Hook	HB Hand basin
HR Handrail	HD Hand dryer
HWD Hardwood	HK Hook
HWS Hot water service	HR Handrail
INS1 external wall	HWD Hardwood
INS2 internal wall	HWS Hot water service
INS3 roof insulation	INS1 external wall
INS4 floor/ceiling sound insulation	INS2 internal wall
JN Joint	INS3 roof insulation
LF Light fitting	INS4 floor/ceiling sound insulation
LP Lampanel	JN Joint
MC Metal cladding	LF Light fitting
MD Metal deck roofing	LP Lampanel
ME Mesh	MC Metal cladding
MM Mirror	MD Metal deck roofing
ML Natural Ground Level	ME Mesh
PB Plasterboard	MM Mirror
PC Polished concrete	ML Natural Ground Level
PV Paving	PB Plasterboard
S Sink	PC Polished concrete
SB Switchboard	PV Paving
SD Soap dispenser	S Sink
SHR Shower	SB Switchboard
SHC Shower curtain + monotrack	SD Soap dispenser
SH Shelf	SHR Shower
SK Skirting	SHC Shower curtain + monotrack
SS Stainless steel	SH Shelf
ST Steel	SK Skirting
T Timber	SS Stainless steel
TB Timber batten	ST Steel
TL Tile (or Marmoleum)	T Timber
TD Timber decking	TB Timber batten
TF Timber flooring	TL Tile (or Marmoleum)
TRH Toilet roll holder	TD Timber decking
TS Timber structure	TF Timber flooring
U Urinal	TRH Toilet roll holder
W Window	TS Timber structure
WPB Wet area plasterboard	U Urinal
WT Water tank	W Window

TOCUMWAL FORESHORE BUILDING
 TOCUMWAL, NSW 2714

SCALE
 1:150 @ A3

DATE 01.05.2020

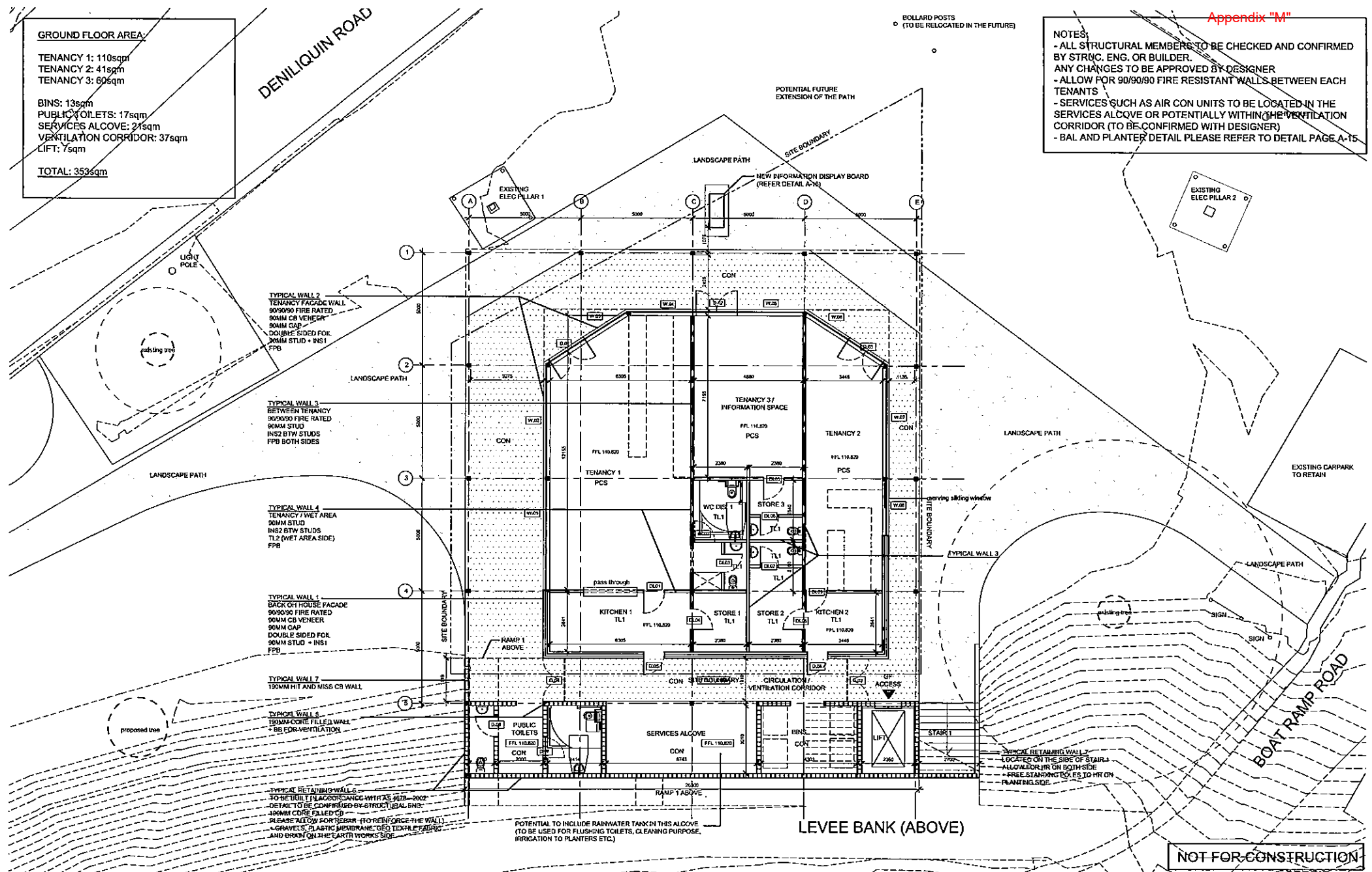
CONCRETE SETOUT PLAN

2003
 05
 REV -

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 marieletouze.architecture@gmail.com

GROUND FLOOR AREA:
 TENANCY 1: 110sqm
 TENANCY 2: 41sqm
 TENANCY 3: 60sqm
 BINS: 13sqm
 PUBLIC TOILETS: 17sqm
 SERVICES ALCOVE: 21sqm
 VENTILATION CORRIDOR: 37sqm
 LIFT: 7sqm
TOTAL: 353sqm

NOTES:
 - ALL STRUCTURAL MEMBERS TO BE CHECKED AND CONFIRMED BY STRUC. ENG. OR BUILDER.
 - ANY CHANGES TO BE APPROVED BY DESIGNER.
 - ALLOW FOR 90/90/90 FIRE RESISTANT WALLS BETWEEN EACH TENANTS.
 - SERVICES SUCH AS AIR CON UNITS TO BE LOCATED IN THE SERVICES ALCOVE OR POTENTIALLY WITHIN THE VENTILATION CORRIDOR (TO BE CONFIRMED WITH DESIGNER).
 - BAL AND PLANTER DETAIL PLEASE REFER TO DETAIL PAGE A-15.



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LEGEND

AL	Aluminium	DIS	Disabled toilet	FW	Floor waste	SI	sound insulation	PLY	Plywood	TD	Timber decking
B	Beam, refer struct	DP	Downpipe	GALV	Galvanized steel sheet	INS3	roof insulation	PV	Paving	TF	Timber flooring
BAL	Balustrade	DR	Drawer	GCD	Graite channel drain	INS4	floor/celling sound insulation	S	Sink	TR	Trough
BS	Breastwork	DW	Dish washer	GT	Gutter	JN	Joint	SB	Switchboard	TRH	Ticket roll holder
C	Column, refer struct	EA	Equal angle	GR	Grab rail	LP	Light fitting	SD	Soap dispenser	TS	Timber structure
CB	Concrete block (core fill)	EX	Exhaust	HB	Hand basin	LR	Lamp reel	SHR	Shower	U	Urinal
CCM	Concrete with cement	F	Fixed glazing	HD	Hand dryer	MC	Metal cladding	SHC	Shower curtain + monorack	W	Window
CPD	Corrugated perforated panel	FC	Fibre cement sheet wall	HK	Hook	MD	Metal deck roofing	SH	Shelf	WBW	White Board wall
CP	Carpet	FB	Face brick	HR	Hand rail	ME	Mesh	SK	Skirting	WM	Washing machine
D	Door	FFC	Fibre cement sheet ceiling	HWD	Hardwood	MS	Mirror	SS	Stainless steel	WPB	Wet area plasterboard
DG	Double glazing	FFL	Floor Finish Level	HWS	Hot water service	NGL	Natural Ground Level	ST	Stair	WT	Water tank
		FG	Fired glazing	INS1	external wall insulation	PG	Plasterboard	T	Timber		
		FR	Fire-check plasterboard	INS2	internal wall insulation	PC	Polished concrete	TB	Timber batten		
						PRB	Particleboard	TL	Tile (or Marmoleum)		

INS3	roof insulation	PLY	Plywood	TD	Timber decking
INS4	floor/celling sound insulation	PV	Paving	TF	Timber flooring
JN	Joint	SB	Switchboard	TR	Trough
LP	Light fitting	SD	Soap dispenser	TRH	Ticket roll holder
LR	Lamp reel	SHR	Shower	TS	Timber structure
MC	Metal cladding	SHC	Shower curtain + monorack	U	Urinal
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ME	Mesh	SK	Skirting	WBW	White Board wall
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TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714		
SCALE 1:150 @ A3	GROUND FLOOR PLAN	2003 06
DATE 01.05.2020		REV -

FIRST FLOOR AREA:

FUNCTION CENTER / RESTAURANT: 2165sqm

VERANDAH: 1765sqm

TERRACE: 416sqm

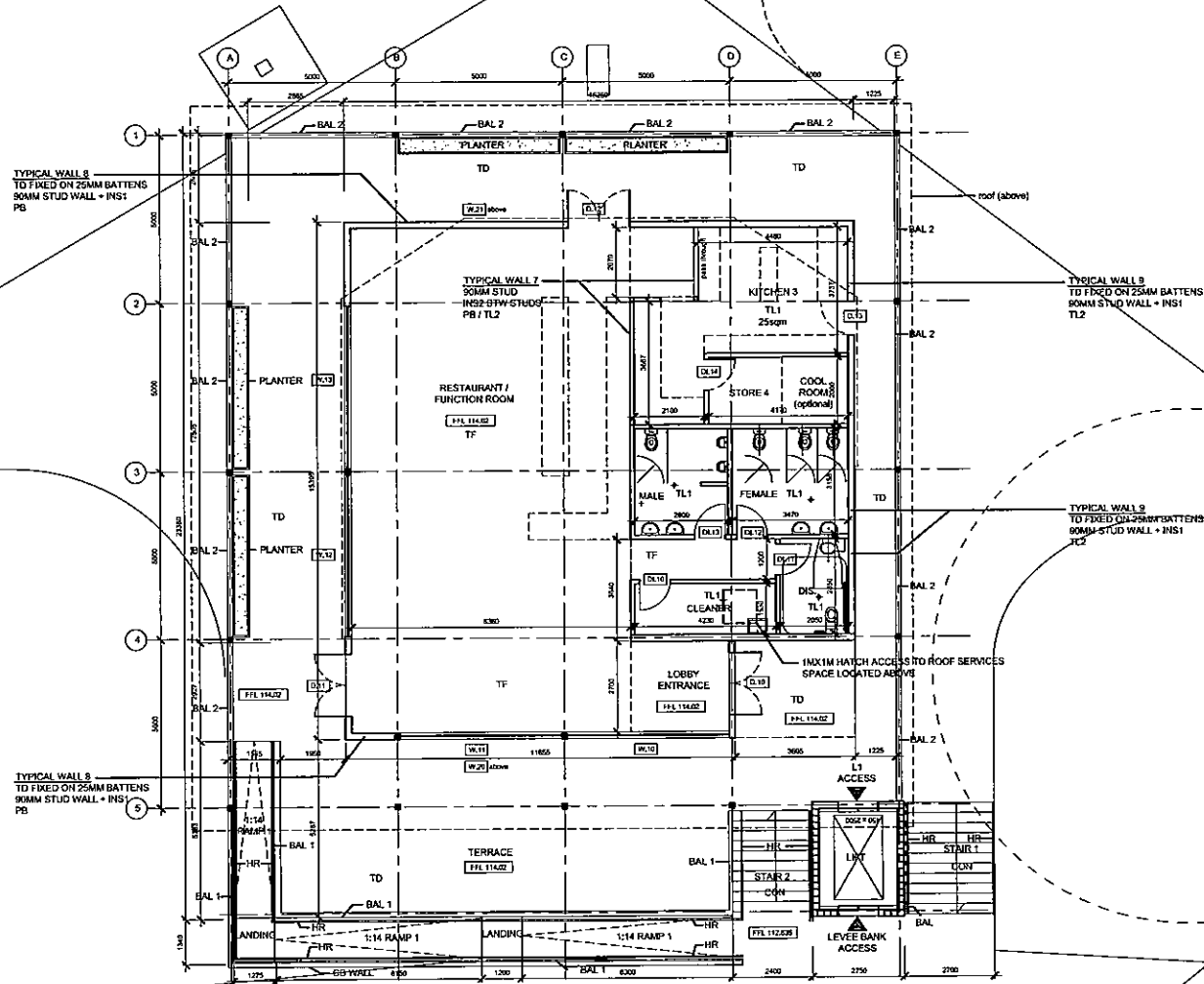
STAIR 2: 66sqm

RAMP 1: 255sqm

TOTAL: 4625sqm

Appendix "M"

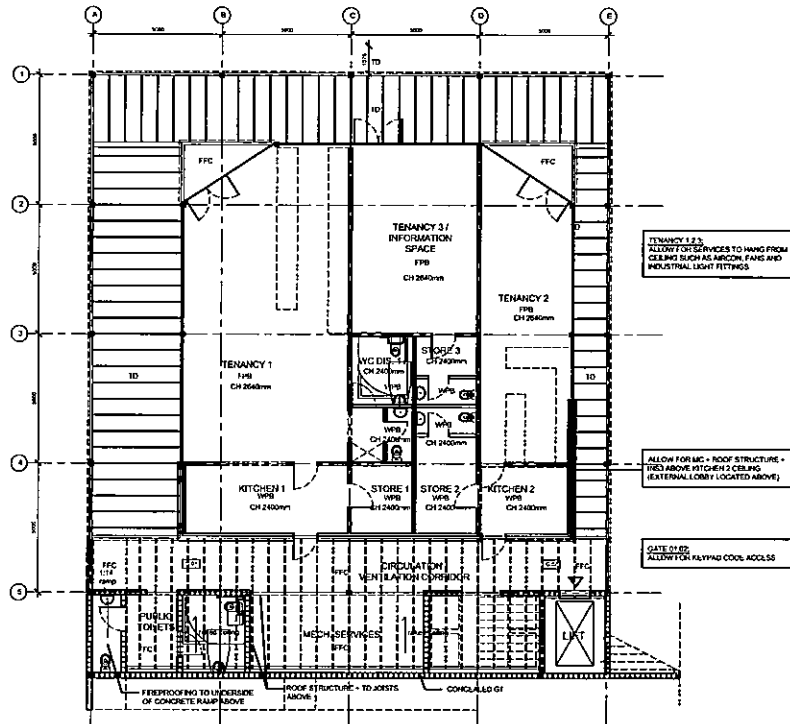
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 - BAL AND PLANTER DETAIL PLEASE REFER TO DETAIL PAGE A-15



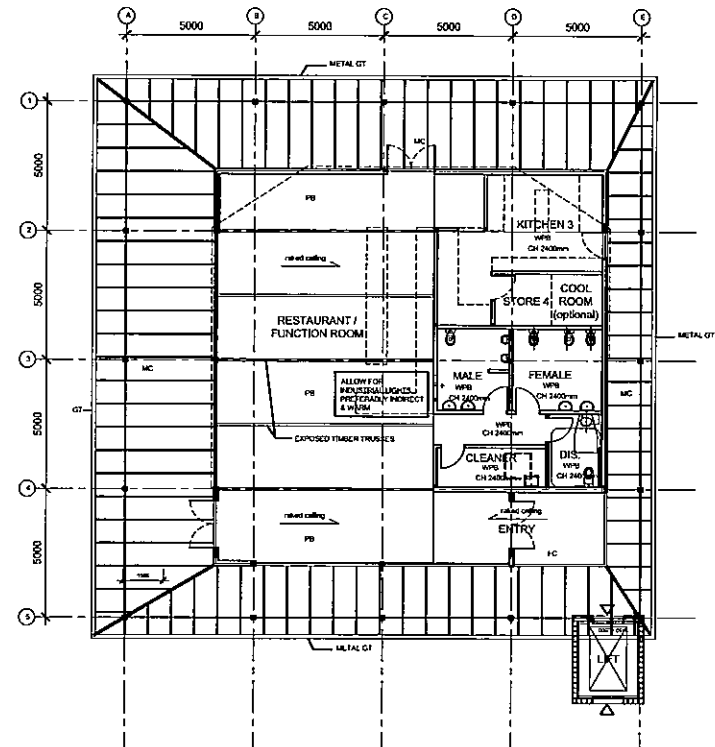
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<p>ISSUES</p> <p>- 05.05.2020 / tender submission</p>	<p>LEGEND</p> <p>AL Aluminium B Beam, refer struct BAL Balustrade BB Breezeblock C Column, refer struct CB Concrete block (core fill) CON Concrete with sealant CPD Cupboard CWP Corrugated perforated panel CP Carpet D Door DG Double glazing</p>	<p>DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Existing F Faced glazing FC Fibre cement sheet wall FB Face brick FPC Fibre cement sheet ceiling CWP Corrugated perforated panel CP Carpet D Door DG Double glazing</p>	<p>FV Floor waste GALV Galvanized steel sheet GCD Grate channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HWB Hardwood HWS Hot water service INS1 external wall INS2 Internal wall</p>	<p>sound insulation roof insulation INS4 floor/ceiling sound insulation JN Joist LF Light fitting LP Laminated MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving</p>	<p>S Sink SB Switchboard SD Soap dispenser SHE Shelf SHC Shower curtain + mon track SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TL Tile (or Marmoleum) TD Timber decking TF Timber flooring</p>	<p>TRH Toilet roll holder TS Timber structure U Urinal W Window WPA Wet area plasterboard WT Water tank</p>	<p>TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714</p>	<p>SCALE 1:150 @ A3</p>	<p>FIRST FLOOR PLAN</p>	<p>2003 07 REV -</p>

NOTES:
 - ALL STRUCTURAL MEMBERS TO BE CHECKED AND CONFIRMED BY STRUC. ENG. OR BUILDER.
 - EXPOSED TIMBER TRUSSES TO FUNCTION ROOM TO BE IN IRONBARK. DETAIL TO BE APPROVED BY DESIGNER PRIOR MANUFACTURE
 ANY CHANGES TO BE APPROVED BY DESIGNER
 - ALLOW FOR FIREPROOFING SYSTEMS BETWEEN GROUND AND SECOND FLOOR (REFER TO MATERIAL AND FINISHES SCHEDULE)



RCP - GROUND FLOOR PLAN

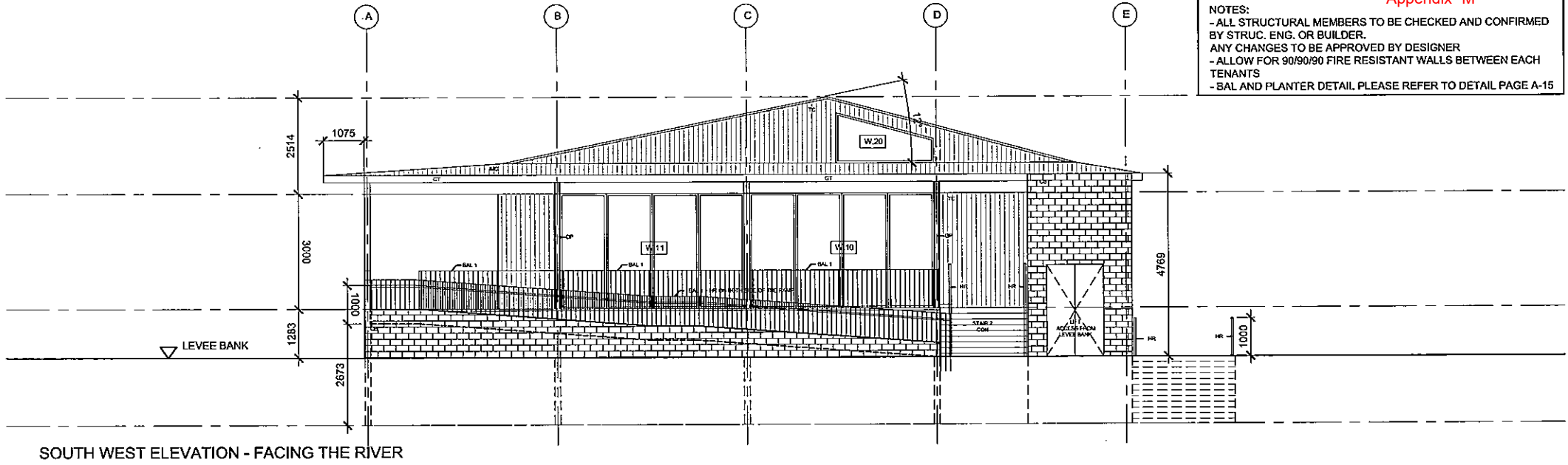


RCP - FIRST FLOOR PLAN

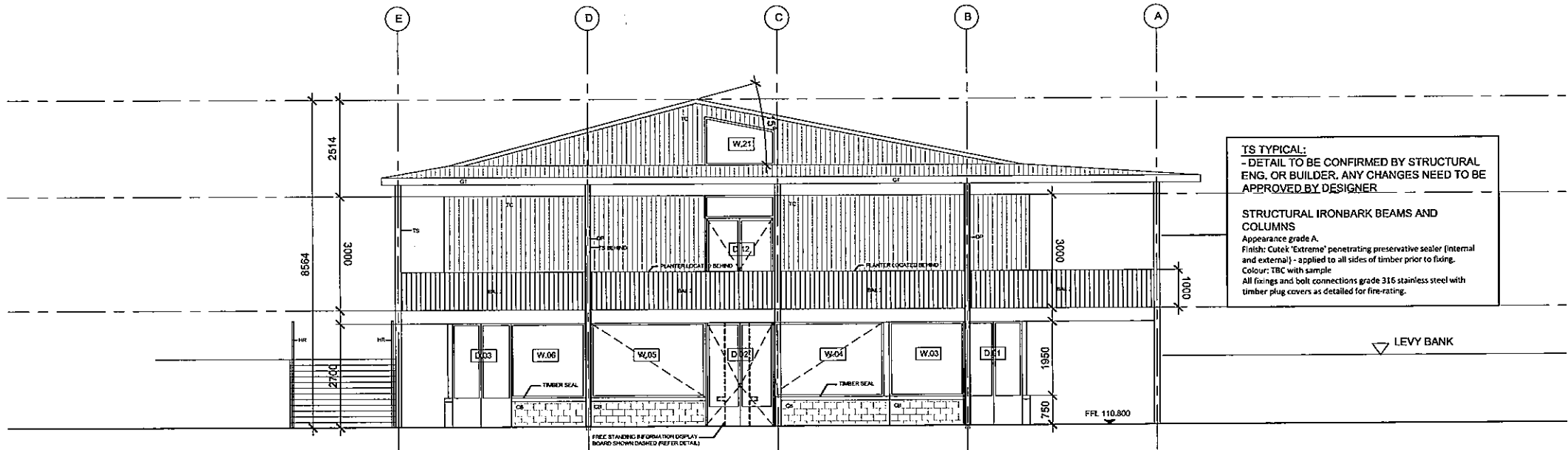
NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	LEGEND AL Aluminium B Beam, refer struct BA Balustrade BB Bricks/block C Column, refer struct CB Concrete block (core filled) CCM Concrete with sealant CP Cupboard CPP Corrugated perforated panel CP Carpet DG Door DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Existing F Filled glazing FC Fibre cement sheet wall FB Face brick FFC Fibre cement sheet ceiling FFL Floor Finish Level CP Carpet FG Flashed glazing FR Fridge FW Floor waste GALV Galvanized steel sheet GCD Gable channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HWD Hardwood HWS Hot water service INS1 external wall INS2 Internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LF Light fitting Existing LP Lampanel MC Metal cladding MD Metal deck roofing ME Mesh MM Minox NGL Natural Ground Level Polished concrete PV Paving S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + monorack SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TS Timber structure U Uprail W Window WPS Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714 SCALE 1:200 @ A3 REFLECTIVE CEILING PLANS DATE 01.05.2020	2003 08 REV -

NOTES:
 - ALL STRUCTURAL MEMBERS TO BE CHECKED AND CONFIRMED BY STRUC. ENG. OR BUILDER.
 ANY CHANGES TO BE APPROVED BY DESIGNER
 - ALLOW FOR 90/90/90 FIRE RESISTANT WALLS BETWEEN EACH TENANTS
 - BAL AND PLANTER DETAIL PLEASE REFER TO DETAIL PAGE A-15



SOUTH WEST ELEVATION - FACING THE RIVER



NORTH EAST ELEVATION - FACING ROUND ABOUT

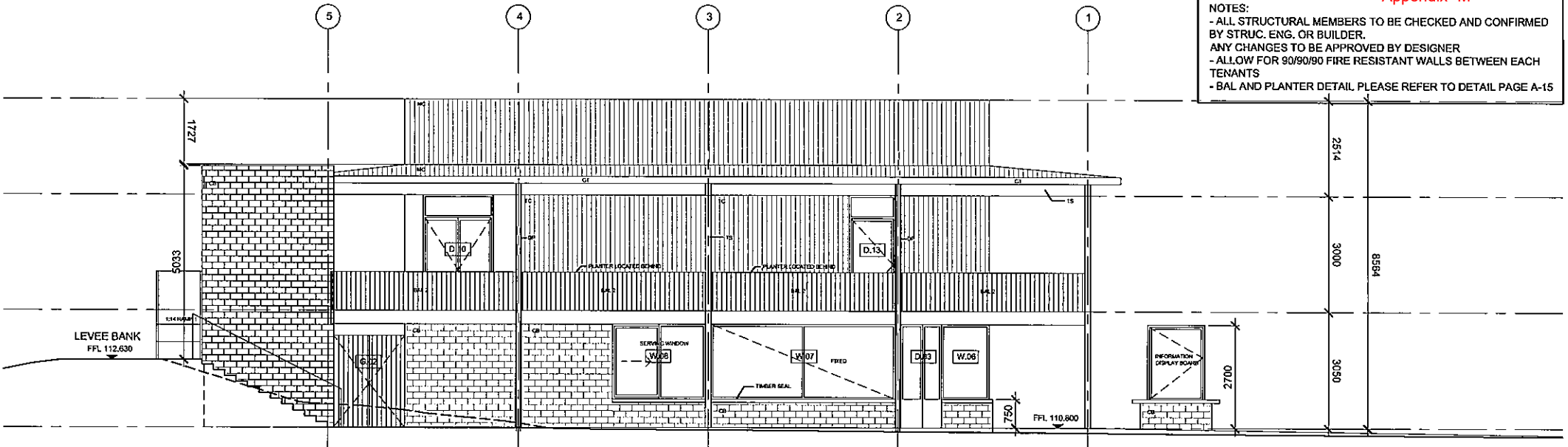
TS TYPICAL:
 - DETAIL TO BE CONFIRMED BY STRUCTURAL ENG. OR BUILDER. ANY CHANGES NEED TO BE APPROVED BY DESIGNER

STRUCTURAL IRONBARK BEAMS AND COLUMNS
 Appearance grade A.
 Finish: Cutex 'Extreme' penetrating preservative sealer (internal and external) - applied to all sides of timber prior to fixing.
 Colour: TBC with sample
 All fixings and bolt connections grade 316 stainless steel with timber plug covers as detailed for fire-rating.

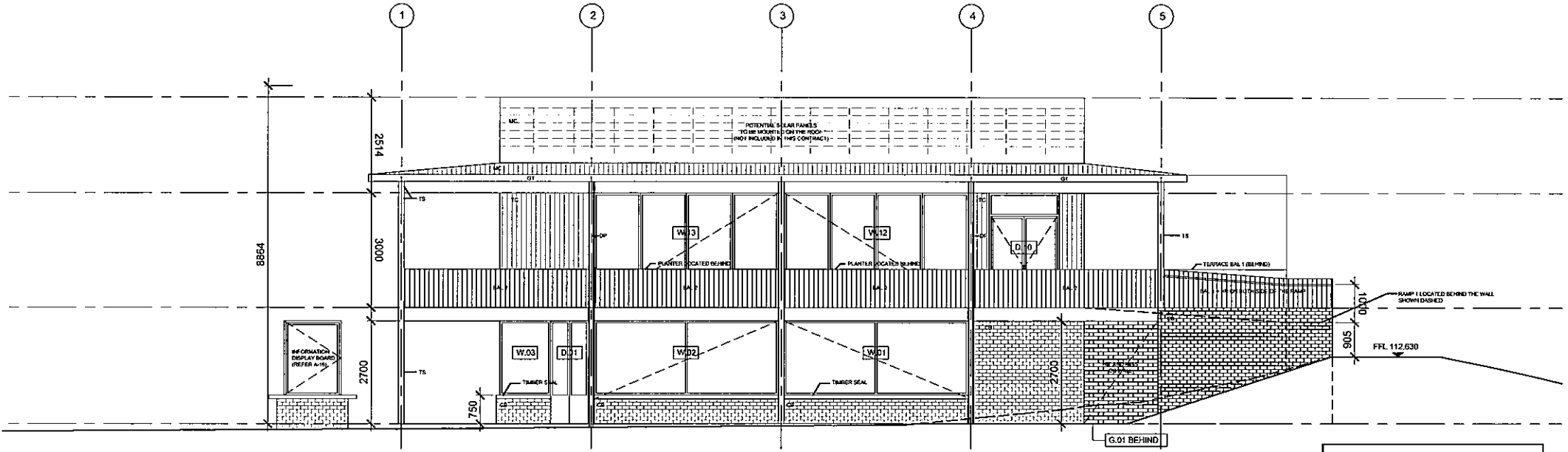
NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission	LEGEND AL Aluminium B Beam, rafter struct BAL Balustrade BB Breezeblock C Columns, refer struct CB Concrete block (concrete filled) CON Concrete with sealant CPD Cupboard CPP Corrugated perforated panel CP Carpet D Door DG Double glazing DIS Disassembled toilets DP Downpipe OR Drawer DW Dish washer EA Equal angle EX Exsting F Fixed glazing FC Fibre cement sheet wall FB Face brick HR Handrail HWB Handwood FEL Floor Finish Level FG Fixed glazing FPB Fire-check plasterboard FR Fridge FW Floor waste GALV Galvanized steel sheet GCD Grate channel drain GI Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HWB Handwood HWS Hot water service INS1 external wall INS2 Internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joist LF Light fitting LP Lampanel MC Metal cladding MD Metal deck roofing ME Mesh MNI Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + monorack SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber station TL Tile (or Marmoleum) TD Timber decking TF Timber flooring TRN Toilet roll holder TS Timber structure U Unipal W Window WPB Wet area plasterboard WT Water tank	TUCUMWAL FORESHORE BUILDING TUCUMWAL, NSW 2714	SCALE 1:100 @ A3	SW & NE ELEVATIONS	2003 09 REV -
		GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com	DATE 01.05.2020	

NOTES:
 - ALL STRUCTURAL MEMBERS TO BE CHECKED AND CONFIRMED BY STRUC. ENG. OR BUILDER.
 ANY CHANGES TO BE APPROVED BY DESIGNER
 - ALLOW FOR 90/90/90 FIRE RESISTANT WALLS BETWEEN EACH TENANTS
 - BAL AND PLANTER DETAIL PLEASE REFER TO DETAIL PAGE A-15



SOUTH EAST ELEVATION - FACING DELINQUIN STREET



NORTH WEST ELEVATION - FACING FORESHORE

NOT FOR CONSTRUCTION

ISSUES
 - 05.05.2020 / tender submission

LEGEND
 AL Aluminium
 B Beam, refer struct
 BAL Balustrade
 BB Bricks/block
 C Column, refer struct
 CB Concrete block (core filled)
 CDN Concrete with sealant
 CP Capboard
 CPP Corrugated perforated panel
 CP Carpet
 D Door
 DG Double glazing

DIS Disabled toilets
 DP Downpipe
 DW Drawer
 DW Oil/washer
 EA Equal angle
 EX Existing
 F Fixed glazing
 FC Fibre cement sheet wall
 CDN Concrete with sealant
 CP Capboard
 CPP Corrugated perforated panel
 CP Carpet
 D Door
 DG Double glazing

FW Floor waste
 GALV Galvanized steel sheet
 GCD Grist concrete drain
 GT Gutter
 GR Grab rail
 HB Hand basin
 HD Hand dryer
 HK Hook
 HR Handrail
 HW Handwood
 HWS Hot water services
 INS1 external wall
 INS2 internal wall

sound insulation
 INS3 roof insulation
 INS4 floor/ceiling sound insulation
 JN Joint
 LF Light fitting
 EX Existing
 MC Metal cladding
 MD Metal deck roofing
 ME Mesh
 MI Mirror
 NGL Natural Ground Level
 PB Plasterboard
 PC Polished concrete
 PV Paving

S Sink
 SB Switchboard
 SD Soap dispenser
 SHR Shower
 SHC Shower curtain + monoback
 SH Shelf
 MC Metal cladding
 MD Metal deck roofing
 ME Mesh
 MI Mirror
 NGL Natural Ground Level
 PB Plasterboard
 PC Polished concrete
 PV Paving

TRH Toilet roll holder
 TS Timber structure
 U Urinal
 W Window
 WPS Wet area plasterboard
 WT Water tank

TOCUMWAL FORESHORE BUILDING
 TOCUMWAL, NSW 2714

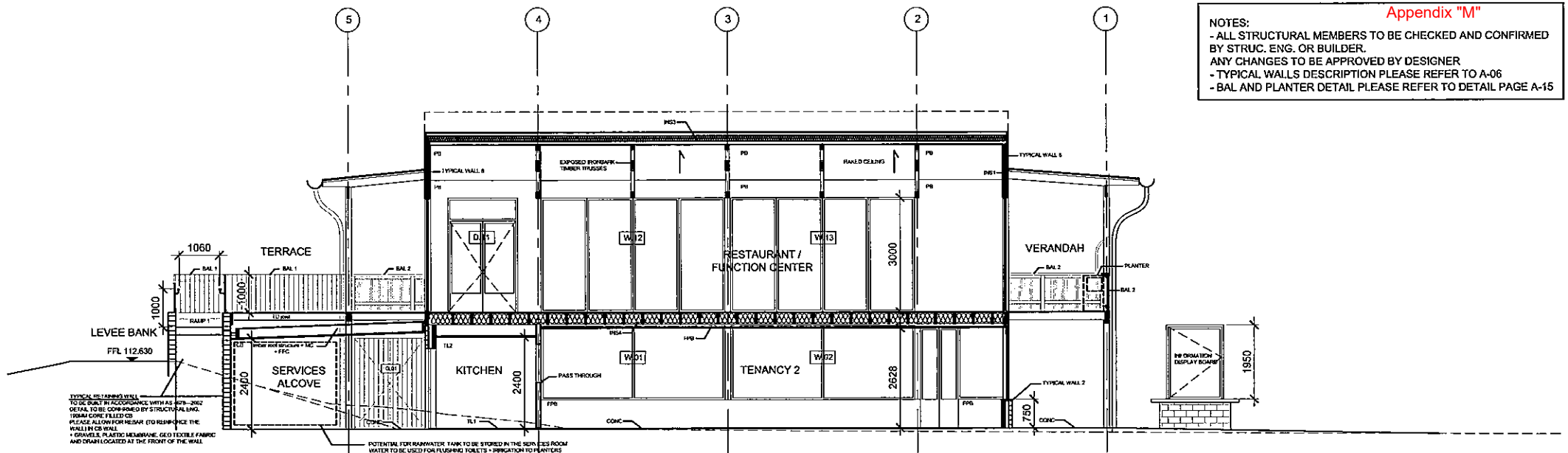
SCALE
 1:100 @ A3
 DATE 01.05.2020

SE & NW
 ELEVATIONS

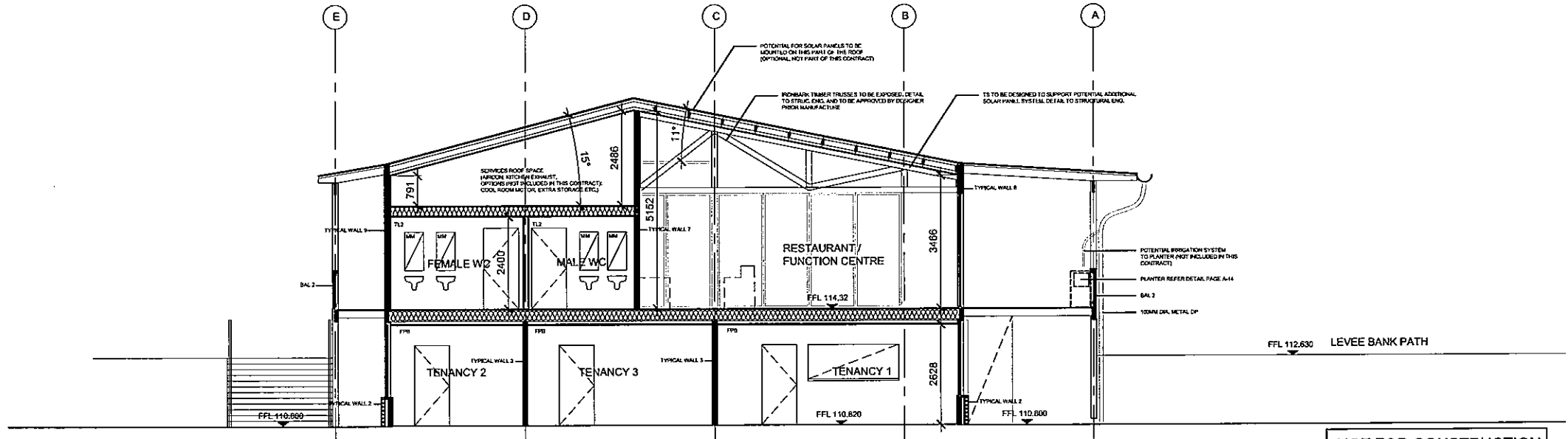
2003
 10
 REV -

Marie Le Touze / P:0416227578
 marieletoze.architecture@gmail.com

NOTES:
 - ALL STRUCTURAL MEMBERS TO BE CHECKED AND CONFIRMED BY STRUC. ENG. OR BUILDER.
 ANY CHANGES TO BE APPROVED BY DESIGNER
 - TYPICAL WALLS DESCRIPTION PLEASE REFER TO A-06
 - BAL AND PLANTER DETAIL PLEASE REFER TO DETAIL PAGE A-15



SECTION A



SECTION B

NOT FOR CONSTRUCTION

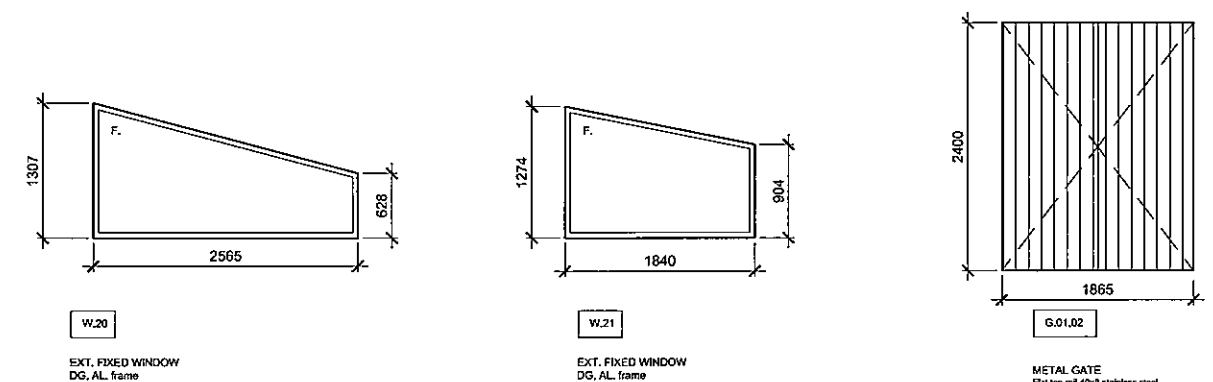
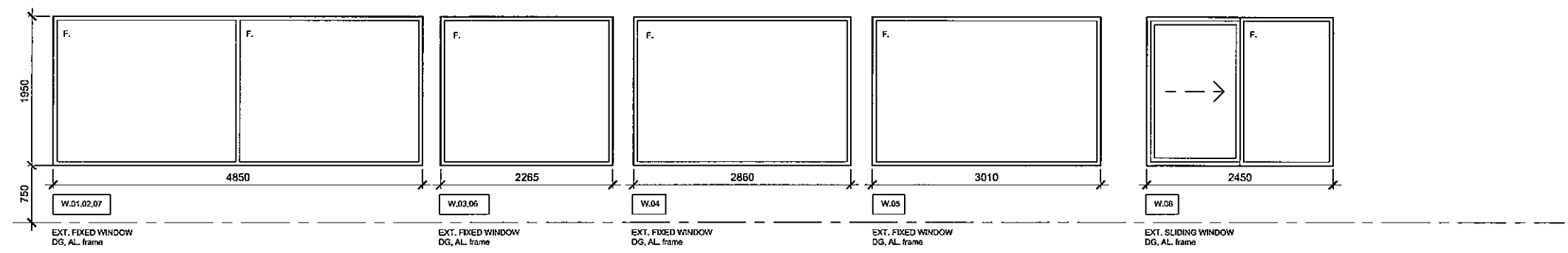
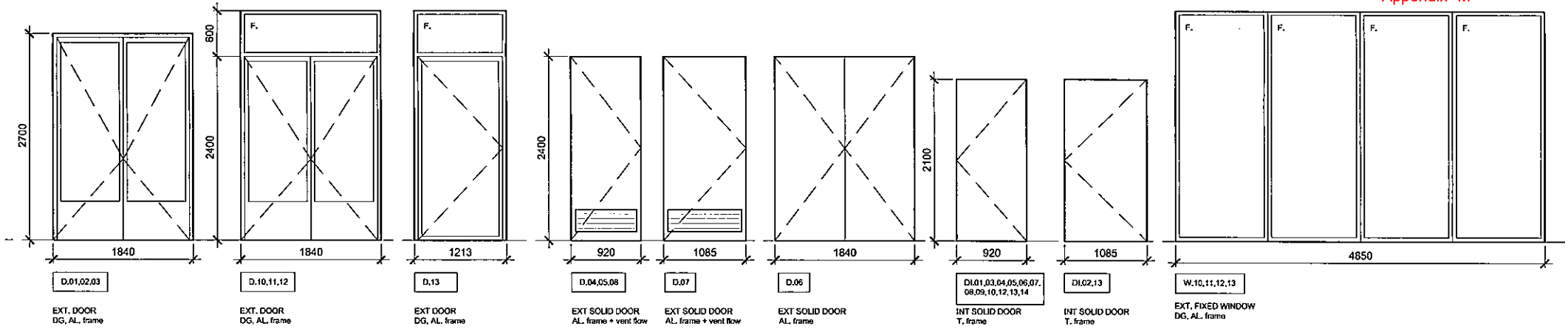
ISSUES
 - 05.05.2020 / tender submission

GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.

LEGEND		LEGEND		LEGEND		LEGEND							
AL	Aluminum	DIS	Disabled toilets	FW	Floor waste	INS3	sound insulation	S	Sink	TR4	Toilet roll holder		
B	Beam, refer struct	DP	Downpipe	GALV	Galvanized steel sheet	INS4	roof insulation	SB	Switchboard	TS	Timber structure	U	Urinal
BAL	Balustrade	DR	Drawer	GCD	Grate channel drain	INS5	floor/ceiling sound insulation	SD	Soap dispenser	U	Urinal	W	Window
BB	Breezeblock	DW	Dish washer	GT	Gutter	JN	Joint	SHR	Shower	WPB	Wet area plasterboard	WT	Water tank
C	Column, refer struct	EA	Equal angle	GR	Grate rail	LP	Lamp panel	SHC	Shower curtain + monorack	SH	Shelf		
CB	Concrete block (core filled)	EX	Existing	HB	Hand basin	MJC	Metal cladding	SK	Skirting				
CCD	Concrete with sealant	F	Filled glazing	HD	Hand dryer	MD	Medal cladding	SS	Stainless steel				
CPD	Corrugated perforated panel	FC	Fibre cement sheet wall	HK	Hook	MR	Medal deck roofing	ST	Steel				
CP	Carpet	FB	Face brick	HR	Handrail	MM	Mirror	T	Timber				
D	Door	FFC	Fiber cement sheet ceiling	HWD	Hardwood	NGL	Natural Ground Level	TB	Timber battens				
DG	Double glazing	FFL	Floor Finish Level	HWS	Hot water service	PG	Plasterboard	TL	Tile (for Marmorium)				
		CP	Carpet	INS1	external wall insulation	PV	Polished concrete	TD	Timber decking				
		FR	Fridge	INS2	internal wall insulation			TF	Timber flooring				

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TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714		2003
SCALE 1:100 @ A3	SECTIONS 11	REV -
DATE 01.05.2020		

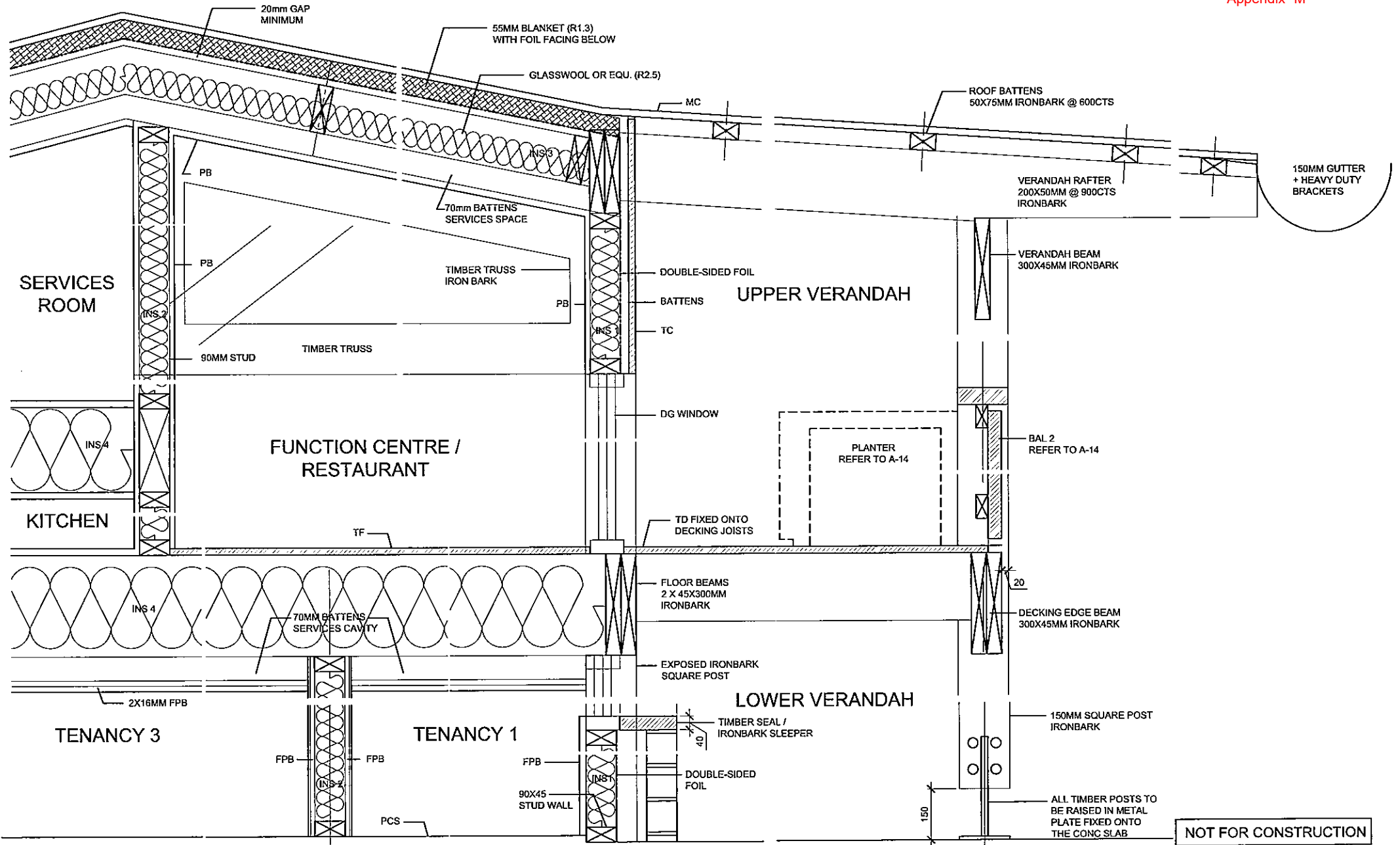


NOTES:

- ALL WINDOWS AND DOORS TO BE ALUMINIUM FRAMES, POWDER-COATED MONUMENT COLOUR/BOND COLOR
- ALL WINDOWS AND DOORS TO BE FLASHED ALL AROUND, DETAIL TO BE APPROVED BY DESIGNER
- CONTRACTOR TO PROVIDE SHOP DRAWINGS OF ALL WINDOWS AND DOORS FOR APPROVAL PRIOR MANUFACTURE
- ALL DIMENSIONS TO BE MEASURED AND CONFIRMED ON SITE PRIOR TO ORDER OR MANUFACTURE
- BUILDER TO ALLOW FOR WINDOWS AND DOORS HARDWARE (+INSTALLATION) AS PER LISTED IN PC SUM SCHEDULE

NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission	LEGEND AL Aluminium B Beam, rafter struct BAL Balustrade SB Bricks/block C Column, rafter struct CB Concrete block (cena filled) CON Concrete with sealant CPD Copboard CPP Corrugated perforated panel CP Carpet D Door DG Double glazing DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Exiding F Fixed glazing FC Fibre cement sheet wall FB Face brick FFG Fibre cement sheet ceiling FFL Floor Finish Level CP Carpet D Door DG Double glazing PW Floor waste GALV Galvanized steel sheet GCD Gable channeled drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HW Hardwood HWS Hot water service INS1 external wall INS2 internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joist LF Light fitting LP Laminpanel MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + mono/rack SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TL Tile (or Marmolezum) TD Timber decking TF Timber flooring TRH Toilet roll holder TS Timber structure U Urinal W Window WPB Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714	SCALE 1:100 @ A3	D & W SCHEDULE	2003 12 REV -
		GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	Marie Le Touze / P:0416227578 marieletoze.architecture@gmail.com	DATE 01.05.2020	



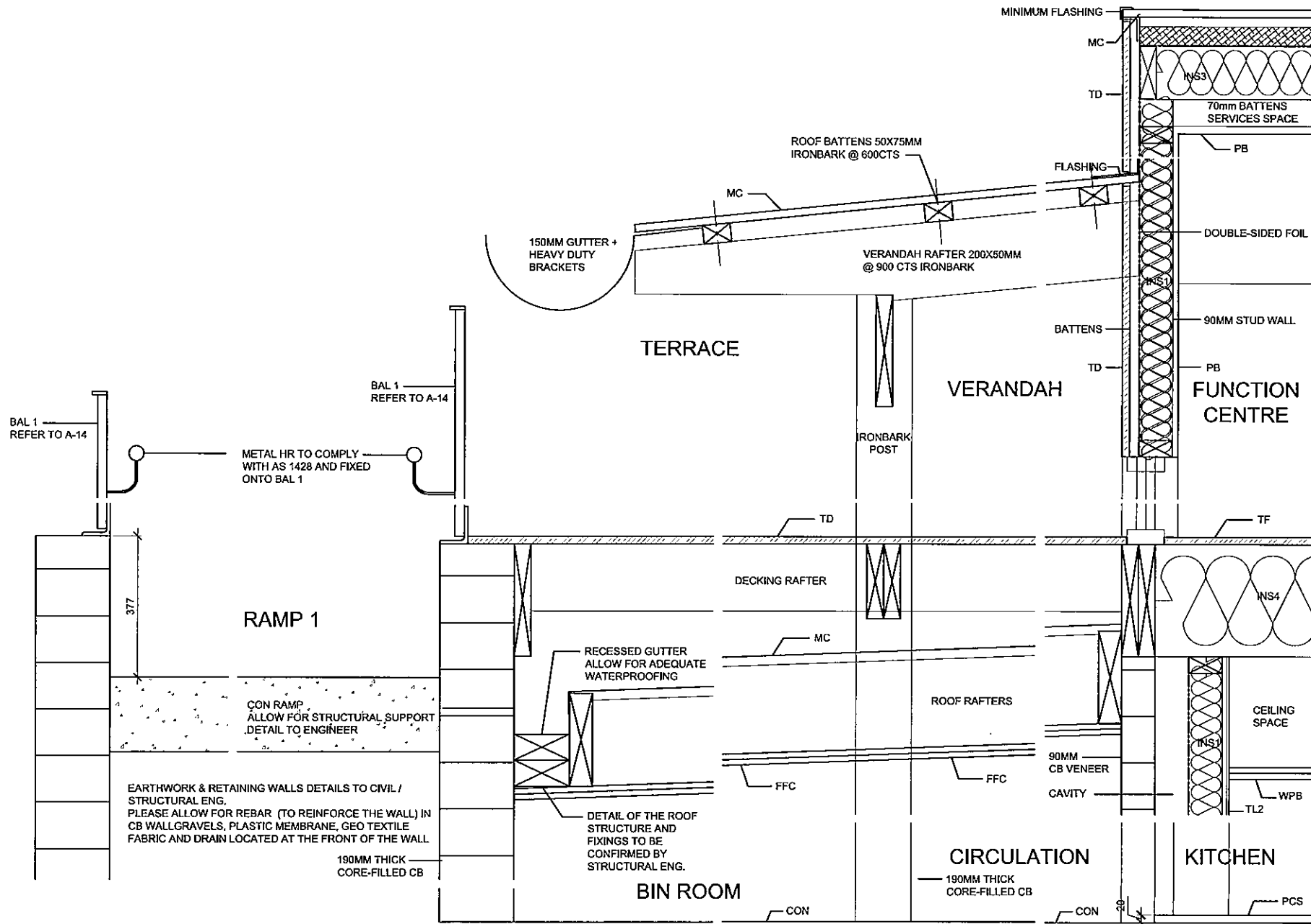
ISSUES
- 05.05.2020 / tender submission

GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.

LEGEND	
AL Akarilam	DIS Disabled toilets
B Beam, refer struct	DP Downpipe
BAL Balustrade	DR Drawer
BB Broazeblock	DW Dish washer
C Column, refer struct	EA Equal angle
CB Concrete block (open filled)	EX Existing
CON Concrete with sealer	F Fixed glazing
CPO Cupboard	FC Fibre cement sheet wall
CPP Corrugated perforated panel	FB Face brick
CP Carpet	FFC Fibre cement sheet ceiling
D Door	FFL Floor Finish Level
DG Double glazing	FG Fixed glazing
	FPB Fire-check plasterboard
	FR Fridge
	FW Floor waste
	GALV Galvanized steel sheet
	GCD Grate channel drain
	GT Gutter
	GR Grab rail
	HB Hand basin
	HD Hand dryer
	HK Hook
	HR Handrail
	HWB Hardwood
	HWV Hot water service
	INS1 external wall
	INS2 internal wall
	INS3 roof insulation
	INS4 floor/ceiling sound insulation
	JH Joint
	LF Light fitting
	LP Lampanel
	MC Metal cladding
	MD Metal deck roofing
	ME Mesh
	MM Mirror
	NGL Natural Ground Level
	PB Plasterboard
	PC Polished concrete
	PV Paving
	S Slick
	SB Switchboard
	SD Soap dispenser
	SH Shower
	SHC Shower curtain + monorack
	SH Shelf
	SK Skirting
	SS Stainless steel
	ST Steel
	T Timber
	TB Timber batten
	TL Tile (or Marmotium)
	TD Timber decking
	TF Timber flooring
	TRH Toilet roll holder
	TS Timber structure
	U Unfired
	W Window
	WPB Wet area plasterboard
	WT Water tank

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TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714		
SCALE 1:10 @ A3	DETAILS SECTION 1	2003 13 REV -
DATE 01.05.2020		

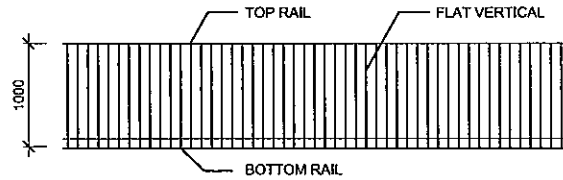


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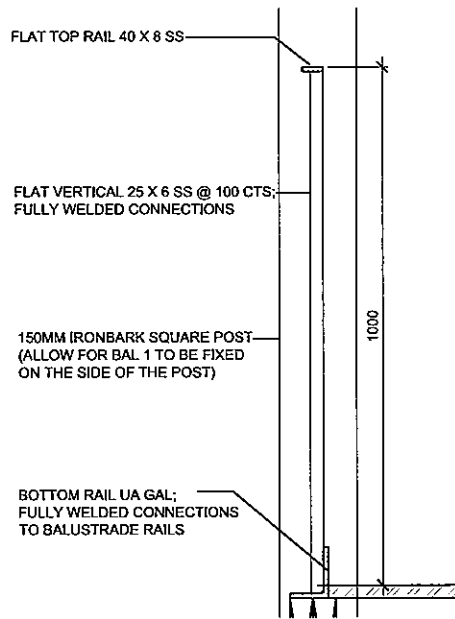
ISSUES - 05.05.2020 / tender submission GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Round only figured dimensions - DO NOT SCALE FROM DRAWINGS.	LEGEND AL Aluminium B Beam, refer struct BAL Balustrade BB Backsback C Column, refer struct CB Concrete block (core filled) CON Concrete with sealant CPS Cupboard CPP Compagated perforated panel CP Carpet D Door DG Double glazing DIS Disabled toilets DP Downpipe DR Drawer DW Dish wasner EA Equal angle EX Etching F Fixed glazing FC Fibre cement sheet wall FB Face brick FFC Fibre cement sheet ceiling FFL Floor Finish Level FG Fixed glazing FFB Fibre-check plasterboard FX Fridge FW Floor waste GALV Galvanized steel sheet GCD Gable channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HW Handwood HWS Hot water service INS1 external wall INS2 Internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LP Light fitting LP Lamppanel MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + mono-track SH Shelf SK Sliding SS Stainless steel ST Steel T Timber TB Timber batten TRH Toilet roll holder TS Timber structure U Urinal W Window WPB Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714
		SCALE 1:100 @ A3 DATE 01.05.2020

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BAL 1 - METAL BALUSTRADE

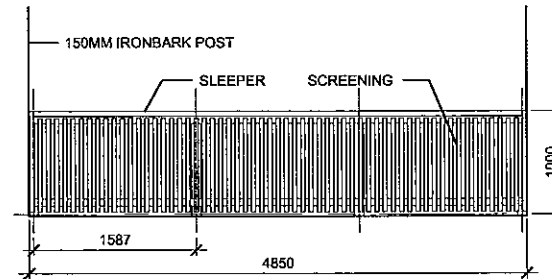


1:50 ELEVATION

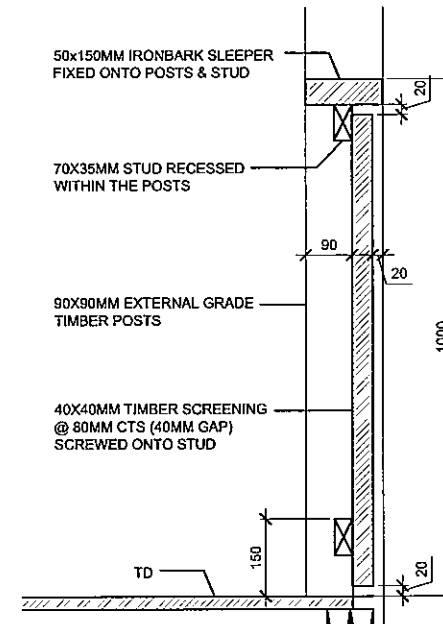


1:10 SECTION DETAIL

BAL 2 - TIMBER BALUSTRADE



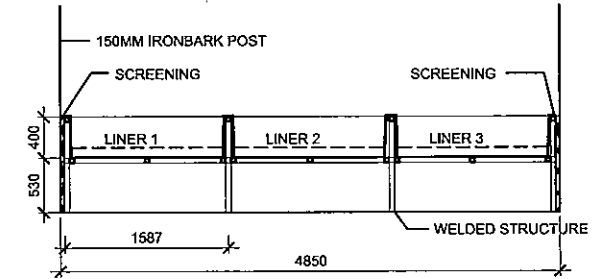
1:50 ELEVATION



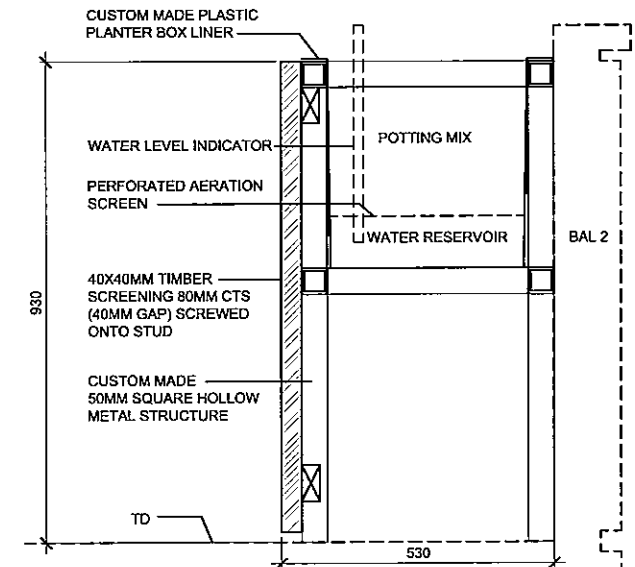
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PLANTER

(seperate contract / not included in the contract)



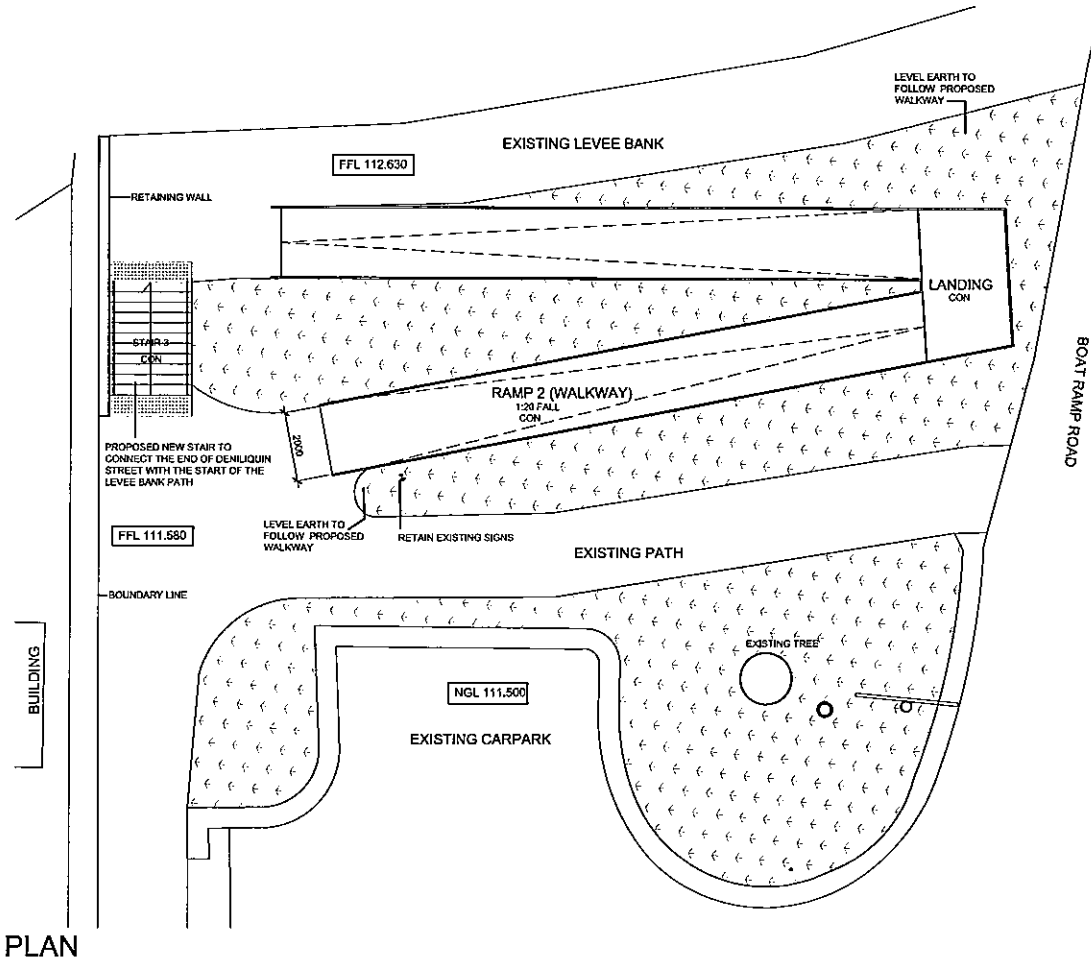
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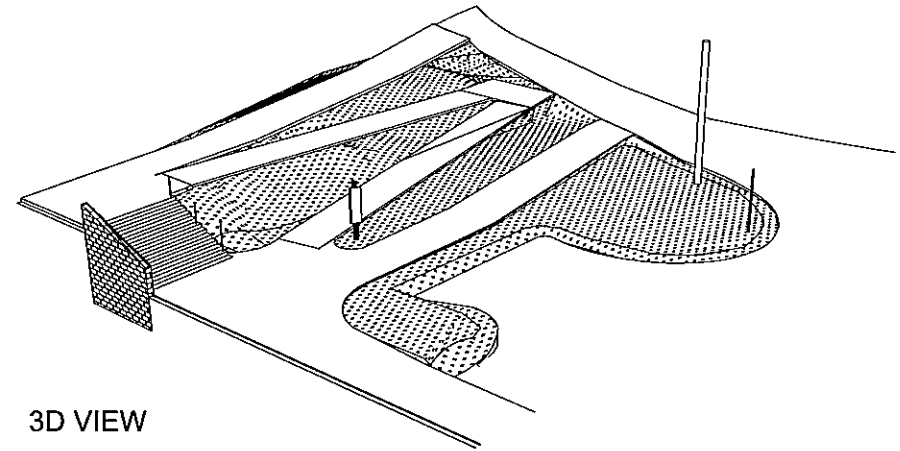
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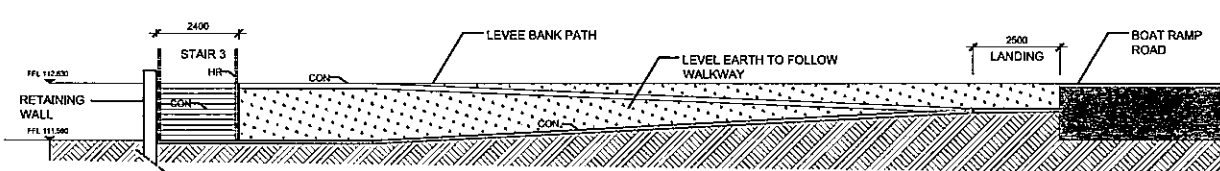
ISSUES - 05.05.2020 / tender submission	LEGEND AL Aluminium B Beam, refer struct BAL Balustrade BB Breezeblock C Column, refer struct CB Concrete block (concrete filled) CON Concrete with sealant CPO Cupboard CPP Corrugated perforated panel CP Carpet D Door DG Double glazing DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EK Existing F Fixed glazing FC Fibre cement sheet wall FB Face brick HR Handrail FFC Fibre cement sheet ceiling FFL Floor Finish Level FG Fixed glazing FPB Fire-check plasterboard FR Fridge FW Floor waste GALV Galvanized steel sheet GCD Grike channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HWD Hardwood HWS Hot water services INS1 external wall INS2 internal wall INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LF Light fitting LP Lampanel MC Metal cladding MD Metal-deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + monorack SH Shelf SK Slating SS Stainless steel ST Steel T Timber TB Timber balton TL Tile (or Marmoleum) TD Timber decking TF Timber flooring TRH Toilet roll holder TS Timber structure U Urinal W Window WPA Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714
		SCALE 1:100 @ A3
GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	DATE 01.05.2020	Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com



PLAN



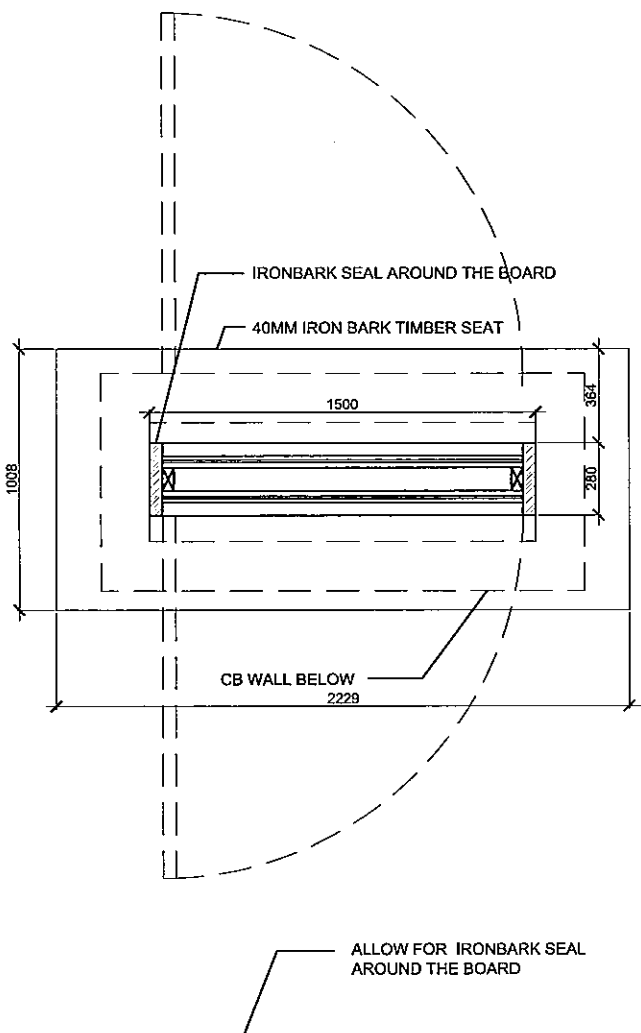
3D VIEW



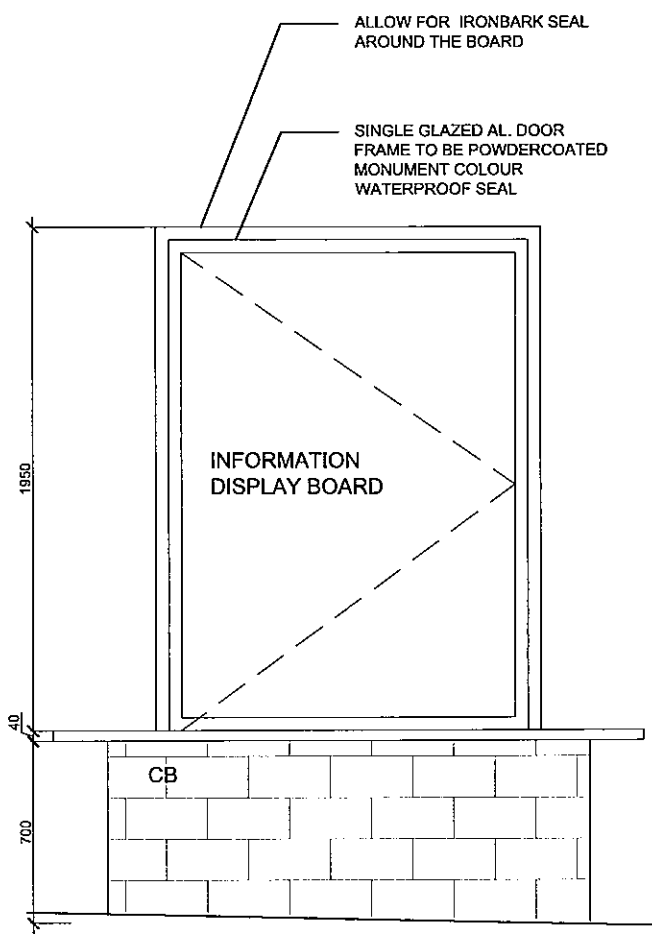
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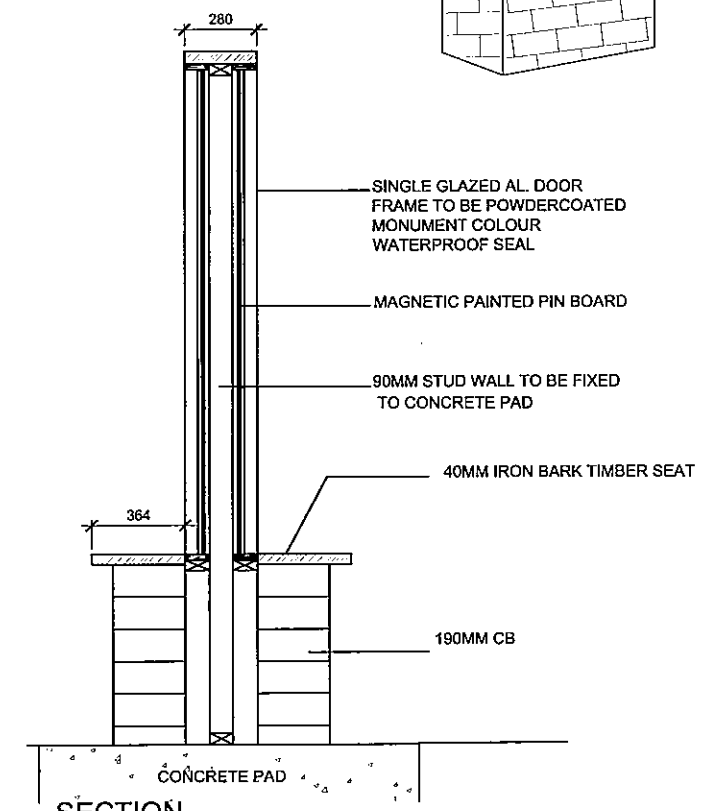
ISSUES - 05.05.2020 / tender submission GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	LEGEND						Marie Le Touze / P:0416227578 marieletouze.architecture@gmail.com	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714		2003 16 REV -
	AL Aluminium B Beam, refer sauct BAL Balustrade BB Breezeblock C Column, refer struct CB Concrete block (core filled) CCH Concrete with sealant CPD Cupboard CPP Corrugated perforated panel CP Carpet D Door DG Double glazing	DIS Disabled toilets DP Downpipe DR Drawer DW Dish washer EA Equal angle EX Existing F Fibred glazing FC Fibre cement sheet wall FB Face brick FFG Fibre cement sheet ceiling FFL Floor Finish Level CP Carpet D Door DG Double glazing	FW Floor waste GALV Galvanized steel sheet GCD Gully channel drain GT Gutter GR Grab rail HS Hand basin HD Hand dryer HK Hook HR Handrail HW Hardwood HWS Hot water service INS1 external wall insulation INS2 internal wall	sound insulation INS3 roof insulation INS4 Rostering sound insulation JN Joint LF Light fitting LP Lamppanel MC Metal cladding MD Metal deck roofing ME Mesh MM Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving	S Sink SB Switchboard SD Soap dispenser SHR Shower SHC Shower curtain + monoback SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TL Tile (or Marmoleum) TD Timber decking TF Timber flooring	TRH Toilet roll holder TS Timber structure U Utilit W Window WPB Wet area plasterboard WT Water tank		SCALE 150 @ A3	DATE 01.05.2020	



PLAN



ELEVATION



SECTION

NOT FOR CONSTRUCTION

ISSUES

- 05.05.2020 / tender submission

GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.

LEGEND

AL	Aluminium	DIS	Disabled toilets	FW	Floor waste	INS3	sound insulation roof insulation	S	Sink	TRH	Toilet roll holder
B	Beam, refer struct	DP	Downpipe	GALV	Galvanized steel sheet	INS4	floor/ceiling sound insulation	SB	Switchboard	TS	Timber structure
BAL	Balustrade	DR	Drawer	GCD	Grate channel drain	JN	Joint	SD	Soap dispenser	U	Urinal
BB	Breastboard	DW	Dishwasher	GT	Gutter	SHR	Shower	ST	Stair	W	Window
C	Column, refer struct	EA	Equal angle	GR	Grab rail	SHC	Shower curtain + monorack	SH	Shelf	WPB	Wet area plasterboard
CB	Concrete block (core filled)	EX	Existing	HB	Hand basin	LP	Lamp panel	SK	Skinning	WT	Water tank
CON	Concrete with sealant	F	Fixed glazing	HD	Hand dryer	MC	Metal cladding	SS	Stainless steel		
CPD	Cupboard	FC	Fibre cement sheet wall	HK	Hook	ME	Mesh	ST	Steel		
CPP	Compigrid perforated panel	FB	Face brick	HR	Handrail	MM	Mirror	T	Timber		
D	Door	FFC	Fiber cement sheet ceiling	HWD	Hardwood	NGL	Natural Ground Level	TB	Timber battens		
DG	Double glazing	FFL	Floor Finish Level	HWS	Hot water service	PB	Plasterboard	TL	Tile (or Marmoleum)		
		FG	Fixed glazing	INS1	external wall insulation	PC	Polished concrete	TD	Timber decking		
		FR	Fire-check plasterboard	INS2	internal wall insulation	PV	Paving	TF	Timber flooring		
			Fridge								

INS3	sound insulation roof insulation	S	Sink	TRH	Toilet roll holder
INS4	floor/ceiling sound insulation	SB	Switchboard	TS	Timber structure
JN	Joint	SD	Soap dispenser	U	Urinal
SHR	Shower	ST	Stair	W	Window
SHC	Shower curtain + monorack	SH	Shelf	WPB	Wet area plasterboard
LP	Lamp panel	SK	Skinning	WT	Water tank
MC	Metal cladding	SS	Stainless steel		
ME	Mesh	ST	Steel		
MM	Mirror	T	Timber		
NGL	Natural Ground Level	TB	Timber battens		
PB	Plasterboard	TL	Tile (or Marmoleum)		
PC	Polished concrete	TD	Timber decking		
PV	Paving	TF	Timber flooring		

Marie Le Touze / P:0416227578
marieletouze.architecture@gmail.com

TOCUMWAL FORESHORE BUILDING
TOCUMWAL, NSW 2714

SCALE
1:20 @ A3

DATE 01.05.2020

DETAILS
DISPLAY BOARD

2003
17
REV -



VIEW FROM THE LEVEE BANK PATH



TIMBER VERDANDAH FACING THE FORESHORE PARK



FUNCTION CENTRE / RESTAURANT



VERTICAL CIRCULATION & SERVICES CORRIDOR



FREE STANDING INFORMATION BOARD



TENANCY 1 SPACE

SECTION B

NOT FOR CONSTRUCTION

ISSUES - 05.05.2020 / tender submission GENERAL NOTE: Verify all dimensions and report any discrepancies to the Draft person prior to the commencement of work on site. Read only figured dimensions - DO NOT SCALE FROM DRAWINGS.	LEGEND AL Aluminium B Beam, refer struct BAL Balustrade BB Breezeblock C Column, refer struct CB Concrete block (core filled) CON Concrete with sealant CPD Cupboard CPP Comugated perforated panel CP Carpet D Door DG Double glazing DIS Disabled toilets DP Downspipe DR Drawer DW Dish washer EA Equal angle EX Existing F Fixed glazing FC Fibre cement sheet wall FB Face brick FFC Fibre cement sheet ceiling FFL Floor Finlet Level CP Carpet D Door DG Double glazing FW Floor waste GALV Galvanized steel sheet GCD Grate channel drain GT Gutter GR Grab rail HB Hand basin HD Hand dryer HK Hook HR Handrail HWD Hardwood HWS Hot water service INS1 external wall INS2 Internal wall sound insulation INS3 roof insulation INS4 floor/ceiling sound insulation JN Joint LF Light fitting LP Lampanel MC Metal cladding MD Metal deck roofing ME Mesh MNI Mirror NGL Natural Ground Level PB Plasterboard PC Polished concrete PV Paving S Sink SB Switchboard GCD Grate channel drain SHR Shower SHC Shower curtain + monotrack LP Lampanel SH Shelf SK Skirting SS Stainless steel ST Steel T Timber TB Timber batten TL Tile (or Marmoleum) TD Timber decking TF Timber flooring TRH Toilet roll holder TS Timber structure UI Urinal W Window WPB Wet area plasterboard WT Water tank	TOCUMWAL FORESHORE BUILDING TOCUMWAL, NSW 2714	SCALE -- @ A3	INTERNAL IMAGES	2003 18 REV -
		Marie Le Touze / P:0416227578 marieletoze.architecture@gmail.com	DATE 01.05.2020		



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MS Constructions Pty. Ltd.
 ABN: 21 296 119 557
 P.O Box 758, Cobram, Vic 3644
 Mob: 0400 897 347
 Email: msconstructions01@hotmail.com.au

Revision History		
Rev	Date	Description
A	27/04/2020	Concept Plans

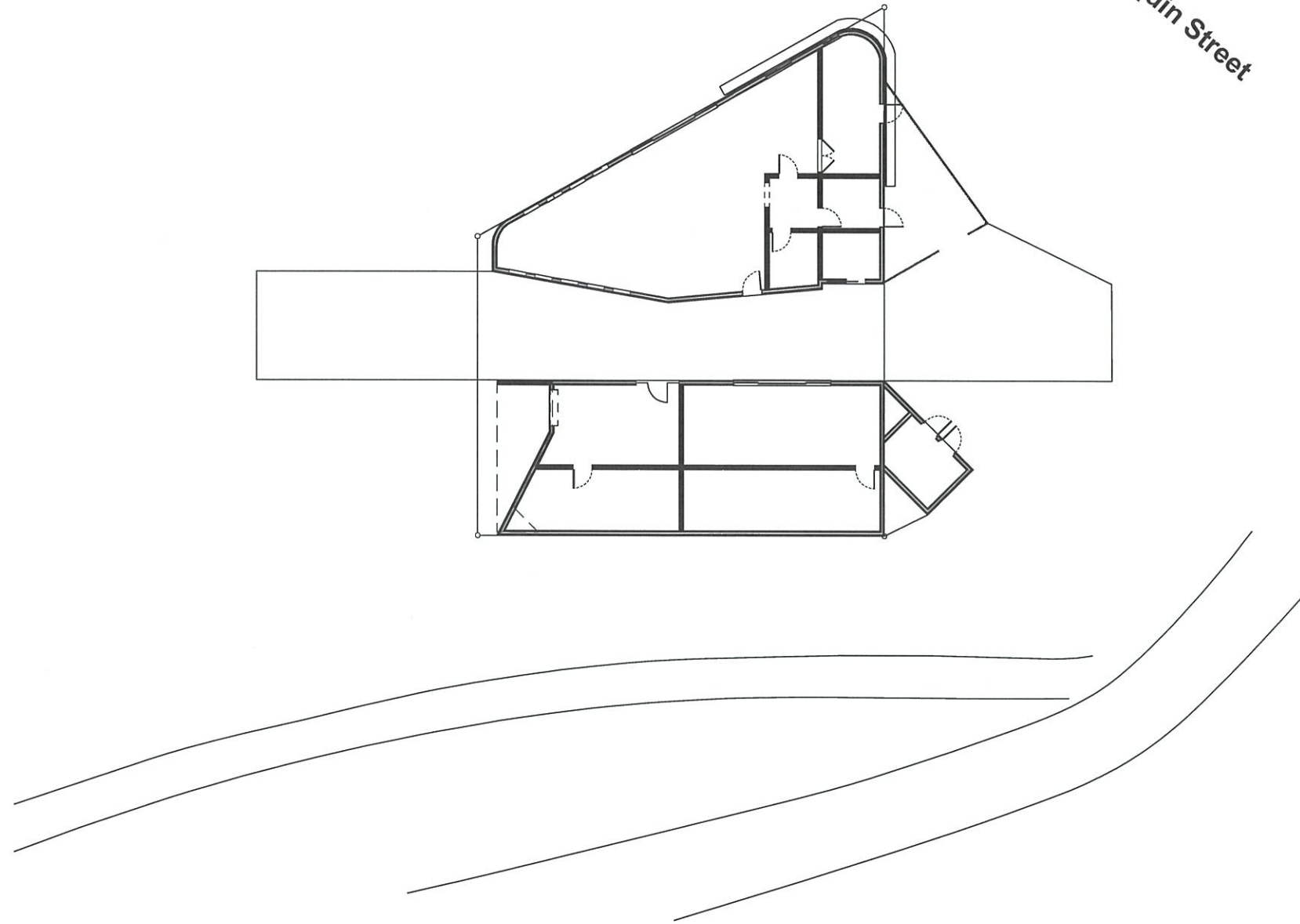
Project Description:
Food & Culture Precint

Client -
 Site Address: Lot 42, - Deniliquin Street
 Tocumwal
 NSW, 2714
 LGA: City Council DP: 1122397
 Drawing Status
Pre-Construction

Drawn By KJM	Ref: KJM2020-037	Plot Date 28/4/20
Concept 3D		
Layout ID 1	Sheet Size A2	Scale 1

0 1 2 3 4 5m
 Site Coverage: --%


Deniliquin Street

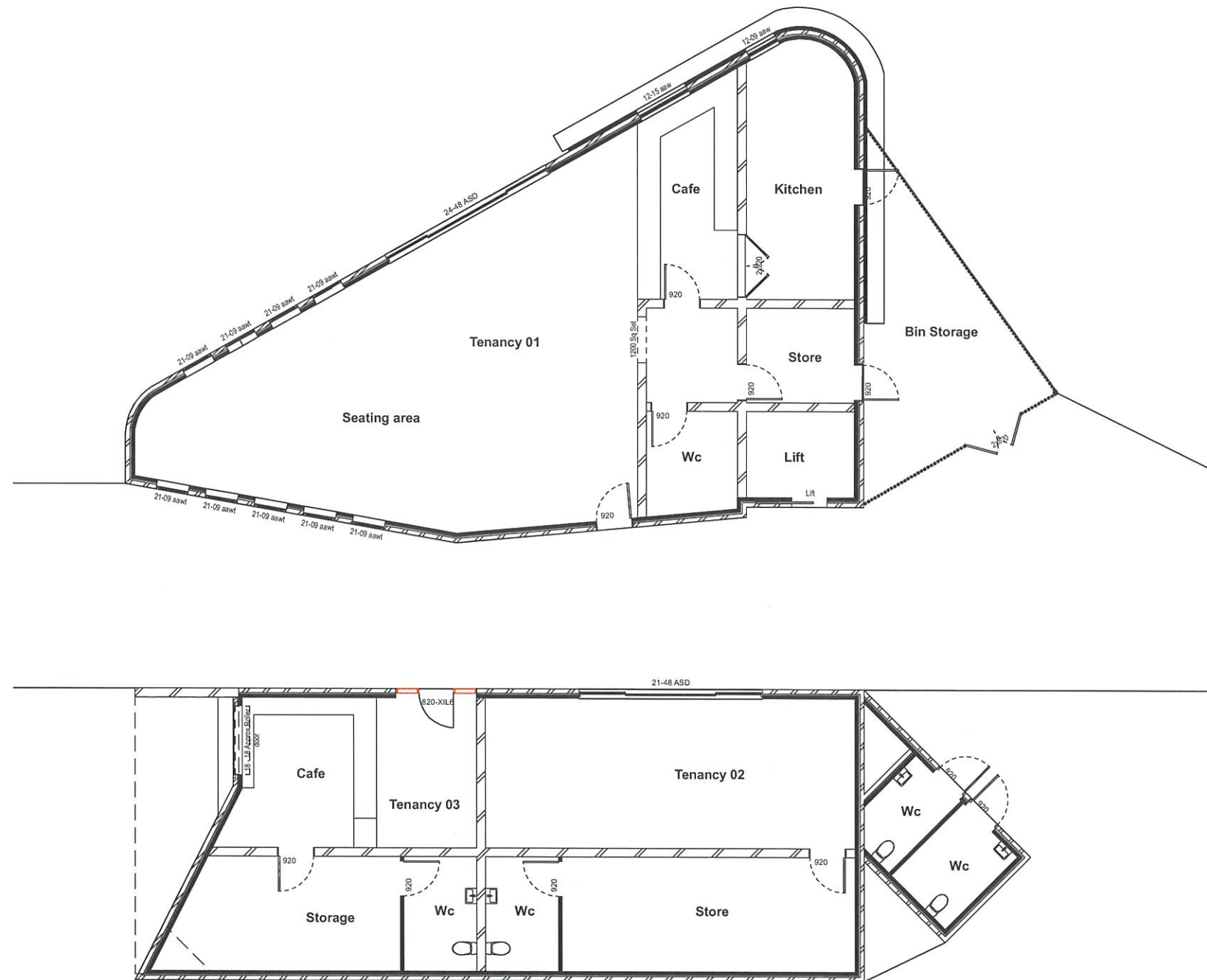


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<< NORTH POINT WARNING >>
 The North point shown relates to the subject survey plan.

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			Project Description: Food & Culture Precint	Drawing Status Pre-Construction	Concept - Site Plan		Layout ID 2



PRELIMINARY CONCEPT ONLY

Floor Areas	
First Floor	272.7
Front Balcony	23.9
Ground Floor	308.7
Rear Balcony	74.4
Total	679.7 m²



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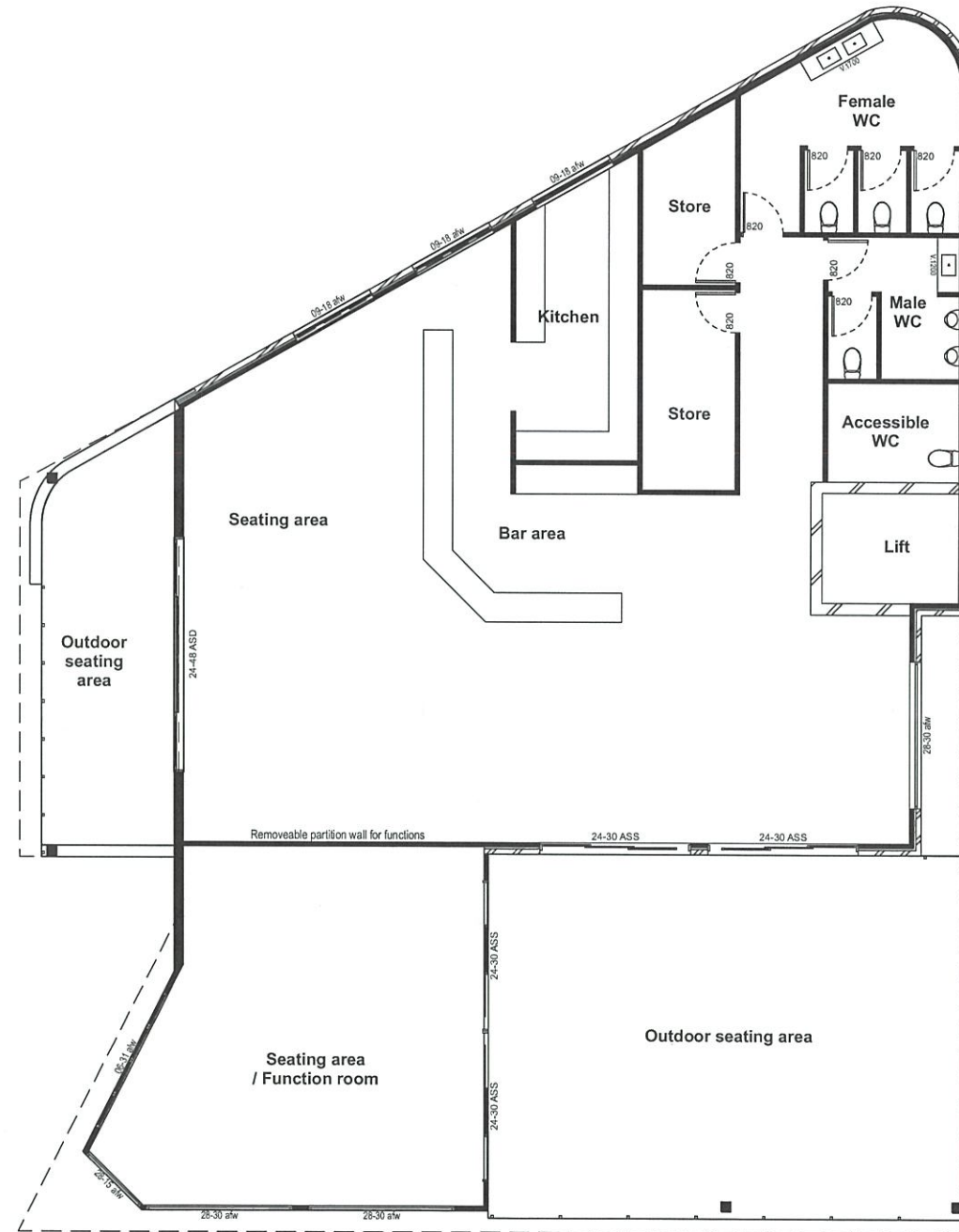
Revision History		
Rev	Date	Description
A	27/04/2020	Concept Plans

Project Description:
Food & Culture Precint

Client -
Site Address: Lot 42, - Deniliquin Street
 Tocumwal
 NSW, 2714
 LGA: City Council DP: 1122397

Drawing Status
Pre-Construction


Drawn By KJM	Ref: KJM2020-037	Plot Date 28/4/20
Concept - Floorplan		
Layout ID 3	Sheet Size A2	Scale 1:100
		Revision 1

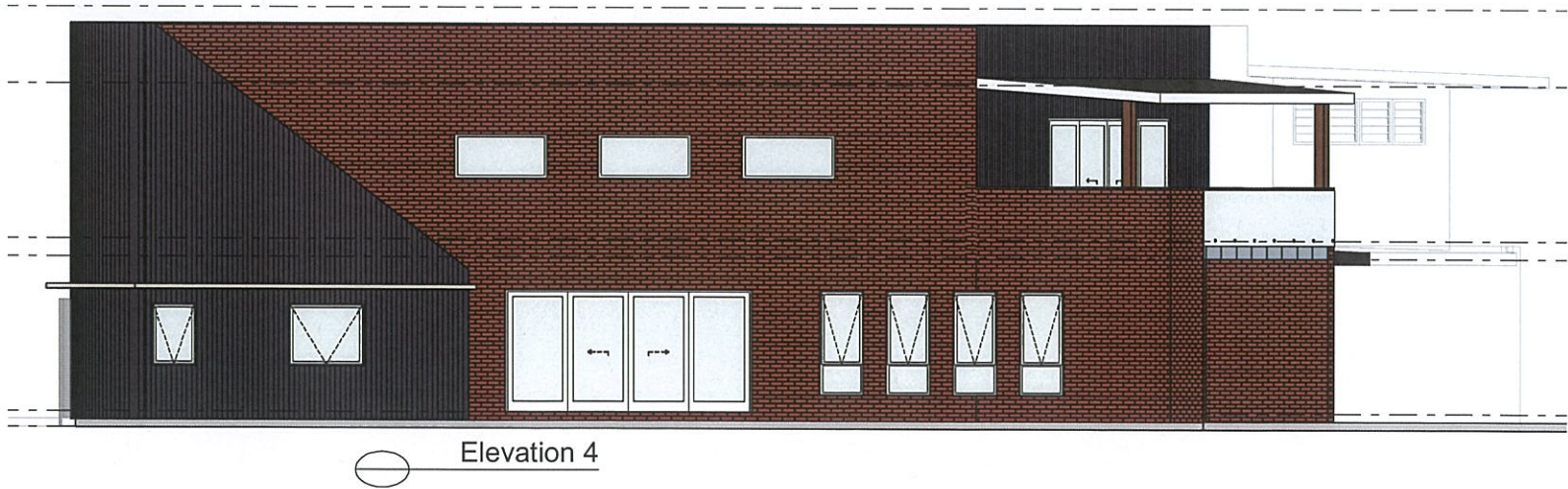
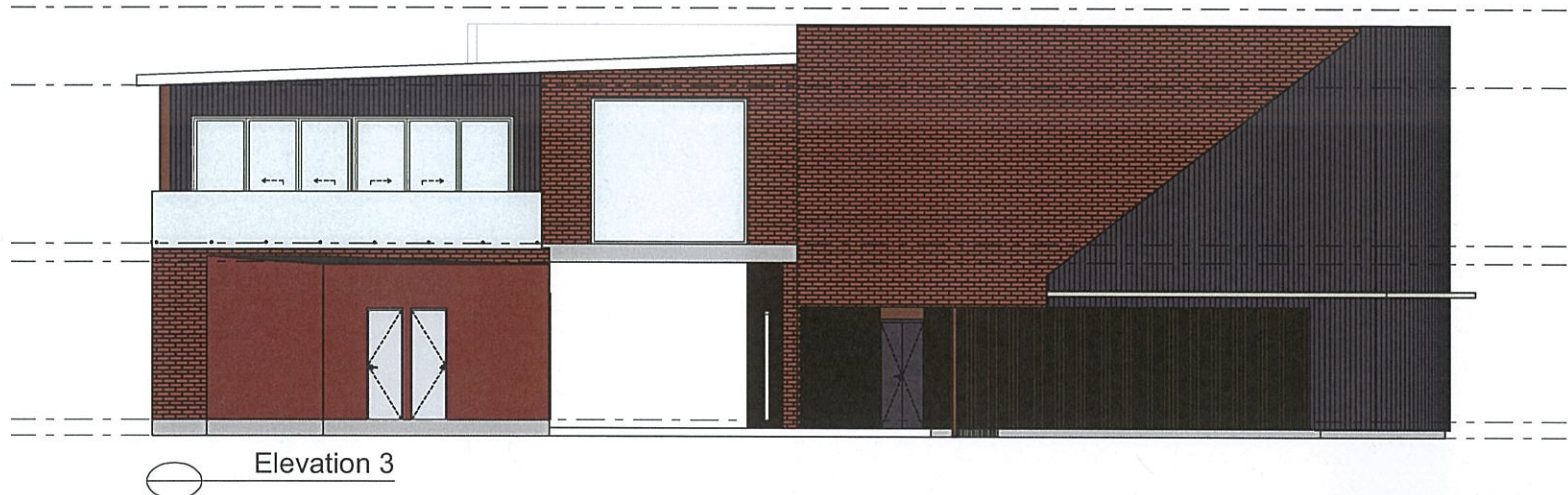
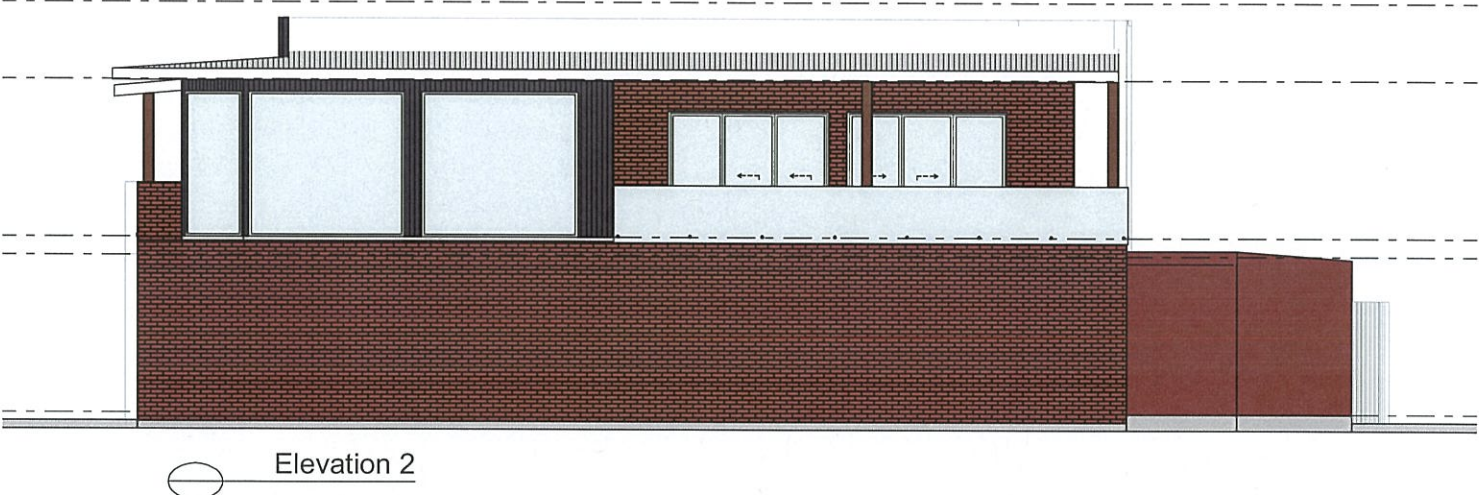
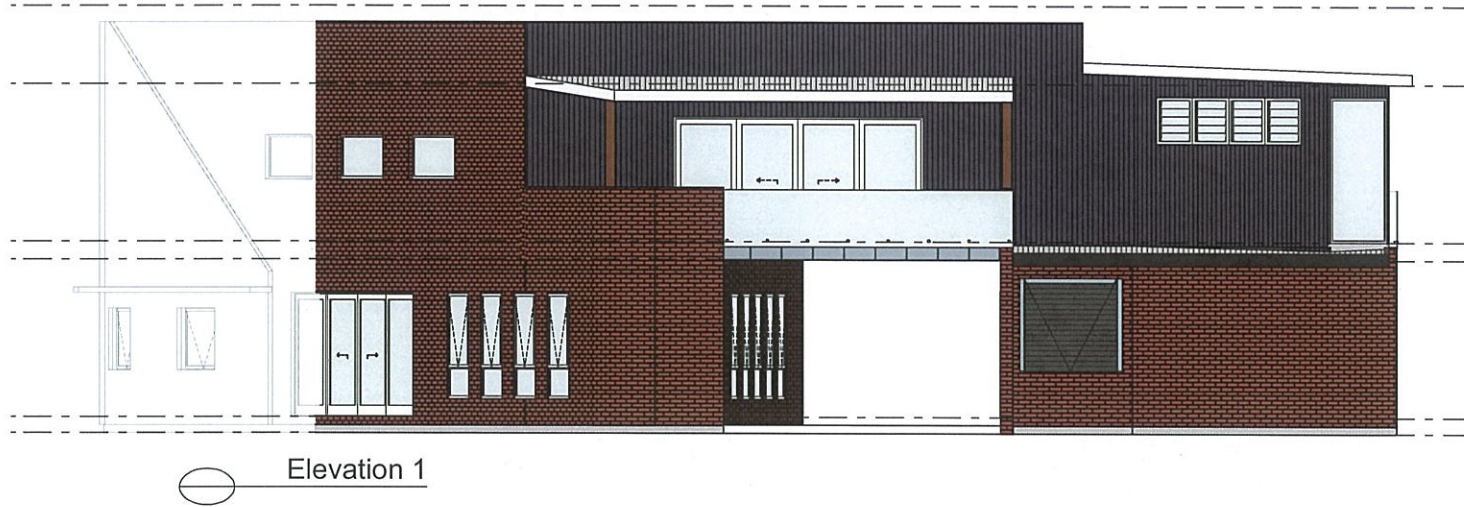


PRELIMINARY CONCEPT ONLY

Floor Areas	
First Floor	272.7
Front Balcony	23.9
Ground Floor	308.7
Rear Balcony	74.4
Total	679.7 m²

The North point shown relates to the subject survey plan.

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			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>27.04.2020</td> <td>Concept Plans</td> </tr> </tbody> </table>		Rev	Date	Description	A	27.04.2020	Concept Plans	Project Description: Food & Culture Precint	Drawing Status: Pre-Construction	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">Concept - First Floor</th> </tr> <tr> <th>Layout ID</th> <th>Sheet Size</th> <th>Scale</th> <th>Revision</th> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">A2</td> <td style="text-align: center;">1:100</td> <td style="text-align: center;">1</td> </tr> </table>	Concept - First Floor				Layout ID	Sheet Size	Scale	Revision
Rev	Date	Description																			
A	27.04.2020	Concept Plans																			
Concept - First Floor																					
Layout ID	Sheet Size	Scale	Revision																		
4	A2	1:100	1																		



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Revision History		
Rev	Date	Description
A	27.04.2020	Concept Plans

Project Description:
Food & Culture Precint

Client: -
 Site Address: Lot 42, - Deniliquin Street
 Tocumwal
 NSW, 2714
 LGA: City Council DP: 1122397

Drawing Status
Pre-Construction

Drawn By KJM	Ref: KJM2020-037	Plot Date 28/4/20
Concept - Elevations		
Layout ID 5	Sheet Size A2	Scale 1:100
		Revision 1

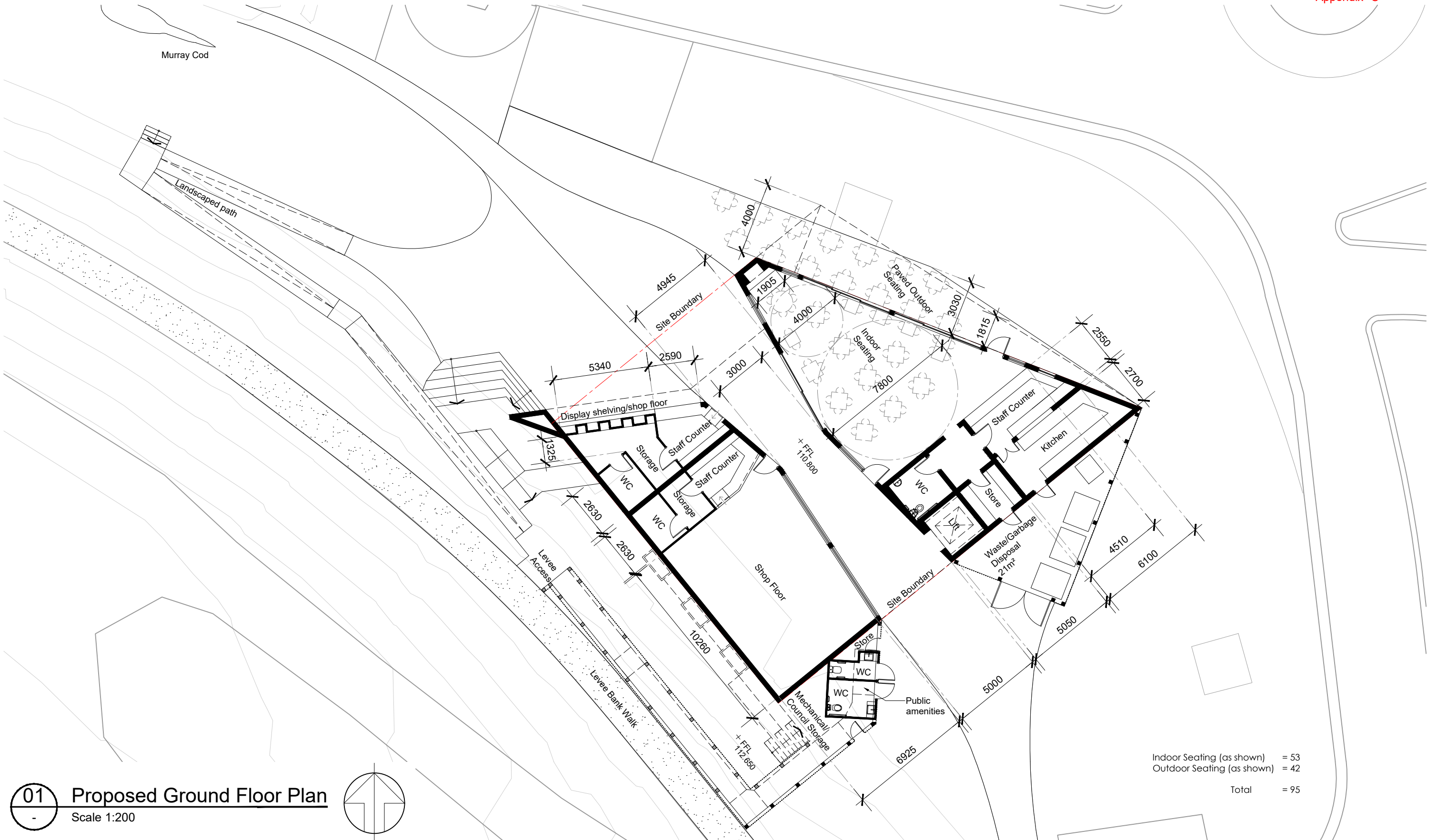


East Elevation Perspective - Option A



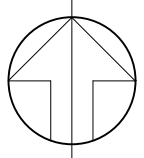
East Elevation Perspective - Option B

PROPOSED MATERIAL SCHEDULE TOCUMWAL CULTURAL PRECINCT DEVELOPMENT				
Location	Material & Colour	Size	Brand	Swatch
Exterior Pavers	Concrete Pavers in Panorama	600x400	Amber	
North Ceiling Feature	Marine Ply wood - Stained	2440x1200		
Exterior Bricks	Red Blue Brick	Avg size	Krause Brick	
Exterior Walls	Vertical Cladding - Evening Haze	133mm wide	James Hardie - Axon	
Arcade	-			
Window and Door Frames	Aluminium - Woodland Grey			
Columns	Wood - Pine - Hard Wood			
Exterior Fencing	Timber Battens - Half painted - Dune Matt or Evening Haze			
Roofing	Corrugated Iron - Surf Mist			
Guttering and Eaves	Woodland Grey			



Indoor Seating (as shown) = 53
 Outdoor Seating (as shown) = 42
 Total = 95

01 Proposed Ground Floor Plan
 Scale 1:200



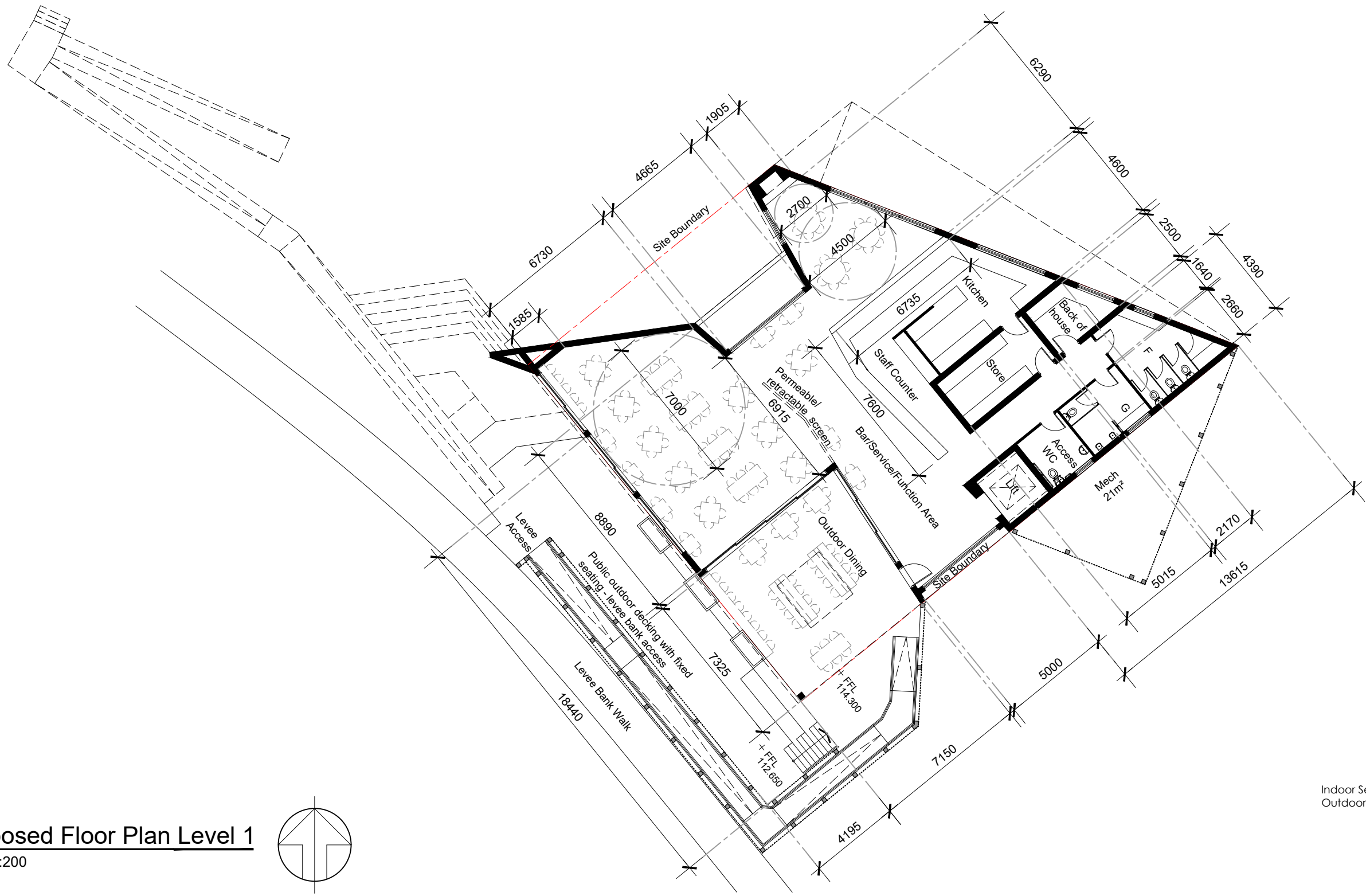
Client:
 Berrigan Shire Council
 56 Chanter Street, Berrigan 2712
 Phone (03) 5888 5100
 mail@berriganshire.nsw.gov.au
 www.berriganshire.nsw.gov.au

Project Name:
 Tocumwal Cultural Precinct Development
 Deniliquin Street
 Tocumwal NSW 2714
 Lot 42 DP 1122397

Architect :
GPG architecture & design
 Registration No: 7497
 Website : gpgarchitecture.com.au
 Phone: 02 6926 5665
 Mobile: 0413 99 44 08

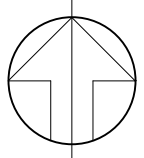
Date: 13-01-20	Drawn by: C Paradise Checked: GG 7497
Project No: 1905	Drawing No: A0003
Drawing Name:	Proposed Ground Floor Plan





Indoor Seating (as shown) = 102
 Outdoor Seating (as shown) = 39
 Total = 141

01 Proposed Floor Plan Level 1
 Scale 1:200



Client:
 Berrigan Shire Council
 56 Chanter Street, Berrigan 2712
 Phone (03) 5888 5100
 mail@berriganshire.nsw.gov.au
 www.berriganshire.nsw.gov.au

Project Name:
 Tocumwal Cultural Precinct Development
 Deniliquin Street
 Tocumwal NSW 2714

 Lot 42 DP 1122397

Architect:
GPG architecture & design

 Registration No: 7497
 Website : gpgarchitecture.com.au
 Phone: 02 6926 5665
 Mobile: 0413 99 44 08

Date: 13-01-20	Drawn by: C Paradise Checked: GG 7497
Project No: 1905	Drawing No: A0004
Drawing Name:	Proposed Level 1 Floor Plan



West Elevation Perspective

PROPOSED MATERIAL SCHEDULE TOCUMWAL CULTURAL PRECINCT DEVELOPMENT				
Location	Material & Colour	Size	Brand	Swatch
Exterior Pavers	Concrete Pavers in Panorama	600x400	Amber	
North Ceiling Feature	Marine Ply wood - Stained	2440x1200		
Exterior Bricks	Red Blue Brick	Avg size	Krause Brick	
Exterior Walls	Vertical Cladding - Evening Haze	133mm wide	James Hardie - Axon	
Arcade	-			
Window and Door Frames	Aluminium - Woodland Grey			
Columns	Wood - Pine -Hard Wood			
Exterior Fencing	Timber Battens - Half painted - Dune Matt or Evening Haze			
Roofing	Corrugated Iron - Surf Mist			
Guttering and Eaves	Woodland Grey			



North Elevation Perspective



South Elevation Perspective

PROPOSED MATERIAL SCHEDULE TOCUMWAL CULTURAL PRECINCT DEVELOPMENT				
Location	Material & Colour	Size	Brand	Swatch
Exterior Pavers	Concrete Pavers in Panorama	600x400	Amber	
North Ceiling Feature	Marine Ply wood - Stained	2440x1200		
Exterior Bricks	Red Blue Brick	Avg size	Krause Brick	
Exterior Walls	Vertical Cladding - Evening Haze	133mm wide	James Hardie - Axon	
Arcade	-			
Window and Door Frames	Aluminium - Woodland Grey			
Columns	Wood - Pine - Hard Wood			
Exterior Fencing	Timber Battens - Half painted - Dune Matt or Evening Haze			
Roofing	Corrugated Iron - Surf Mist			
Guttering and Eaves	Woodland Grey			

People, Places and Design

The NSW Government Architect's through its Guidelines for Urban Design notes that "great architecture, landscape architecture and urban design are ultimately about providing spaces and places that perform well and provide a comfortable, enjoyable and safe experience for people".

1. Age

- Under 18 years
- 19 years to 35 years
- 36 years to 55 years
- 56 years to 75 years
- over 75 years

* 2. Do you live in the Berrigan Shire LGA or have a business in the Berrigan Shire LGA?

- Yes
- No

* 3. Good public building design is place based and appropriate it takes into account local character, heritage and community ambitions.

(On a scale of 0 - 10 rate your level of agreement with this statement)

0 10

* 4. Public buildings should be environmentally sustainable – this includes using the design of the building to reduce where possible heating, cooling and running costs.

(On a scale of 0 - 10 rate your level of agreement with this statement)

0 10

* 5. Public buildings should be welcoming, accessible and inclusive – meaning physical barriers (steps, narrow doorways etc.) should not be included in the design

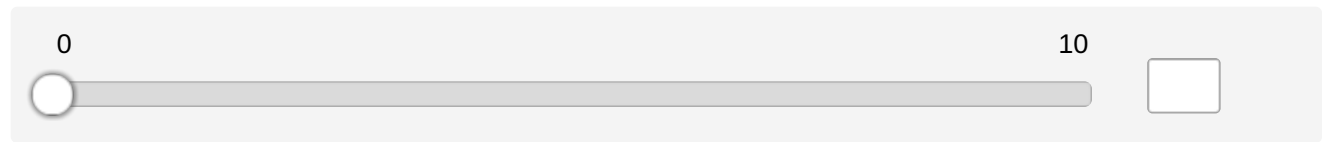
(On a scale of 0 - 10 rate your level of agreement with this statement)

0 10

* 6. People should enjoy using or visiting a public building – meaning feelings about how the building is used are important.

(On a scale of 0 - 10 rate your level of agreement with this statement)

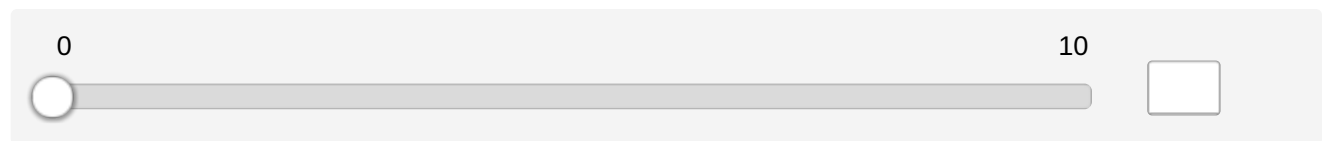
0 10



* 7. Public buildings must be fit for purpose and designed to adapt to change over time.

(On a scale of 0 - 10 rate your level of agreement with this statement)

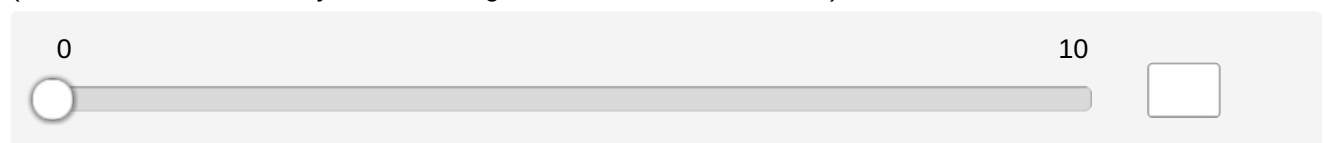
0 10



* 8. Good building design reduces running costs over time.

(On a scale of 0 - 10 rate your level of agreement with this statement)

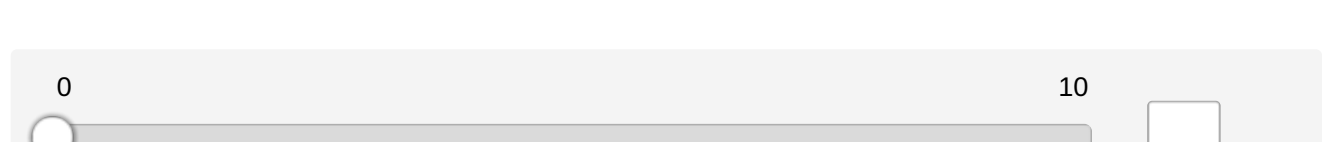
0 10



9. The appearance of a public building is important because it influences the well-being, comfort, and safety of users; it tells a story about the community and its identity.

(On a scale of 0 - 10 rate your level of agreement with this statement)

0 10



* 10. Please vote for your preferred design.

- Option A
- Option B
- Option C

Optional - comments on why you like this design

11. Next Steps: The Council will review survey results and select the design option that is the 'best fit' firstly in terms of Council budget, second ongoing operating costs, third the community's preferred designs, fourth the opportunity the best fit design provides to meet in rank order community expectations about public building design.

Berrigan Shire Council
Current and proposed grants - funding co-commitments

Program	Project	Approved	Projected cost	Known overruns	Current Project Cost	Grant Funds	Other contrib.	Council commitment	Actual commitment	Amount in budget	Exposure
Regional Growth - Environment and Tourism Fund	Tocumwal Foreshore project	Y	\$ 3,254,000.00	\$ 700,000.00	\$ 3,954,000.00	\$ 2,023,579.00	\$ 310,000.00	\$ 920,421.00	\$ 1,620,421.00	\$ 3,754,725.00	\$199,275.00
Building Better Regions Fund 3	Jersey St Precinct	Y	\$ 968,760.00	\$ -	\$ 968,760.00	\$ 484,380.00	\$ 15,000.00	\$ 469,380.00	\$ 469,380.00	\$ 968,760.00	\$0.00
Drought Communities Program - Tranche One	Various	Y	\$ 1,177,634.00	\$ -	\$ 1,177,634.00	\$ 1,000,000.00	\$ -	\$ 177,634.00	\$ 177,634.00	\$ 1,159,634.00	\$18,000.00
Drought Communities Program - Tranche Two	Various	Y	\$ 1,298,434.00	\$ -	\$ 1,298,434.00	\$ 1,000,000.00	\$ 120,000.00	\$ 178,434.00	\$ 178,434.00	\$ -	\$178,434.00
Create NSW	Tocumwal WAAAF Creek Walk	Y	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 60,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 100,000.00	\$0.00
NSW Showgrounds Stimulus Funding Program	Various	Y	\$ 71,750.00	\$ -	\$ 71,750.00	\$ 71,750.00	\$ -	\$ -	\$ -	\$ -	\$0.00
ORG Infrastructure Grants	Finley Showgrounds Building	Y	\$ 200,000.00	\$ 26,992.00	\$ 226,992.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 126,992.00	\$ 271,182.00	-\$44,190.00
LCLI	Railway Park Upgrade / Lewis Crescent	Y	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$0.00
Stronger Country Communities - Round 3	Various	N	\$ 1,098,741.00	\$ -	\$ 1,098,741.00	\$ 625,350.00	\$ -	\$ 473,391.00	\$ 473,391.00	\$ -	\$473,391.00
Heavy Vehicle Safety and Productivity Program	Finley Saleyards - Ramps and Power	N	\$ 563,000.00	\$ -	\$ 563,000.00	\$ 281,500.00	\$ -	\$ 281,500.00	\$ 281,500.00	\$ 213,690.00	\$67,810.00
ORG Infrastructure Grants	Finley Netball Courts	N	\$ 280,000.00	\$ -	\$ 280,000.00	\$ 140,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	\$70,000.00
Self-funded	Open Space - Murray St, Finley	N	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	\$ 400,000.00	\$ -	\$400,000.00
Self-funded	Finley School Of Arts Hall	Y	\$ 572,345.00	\$ 149,005.00	\$ 721,350.00	\$ -	\$ -	\$ 572,345.00	\$ 721,350.00	\$ 721,350.00	\$0.00
Self-funded	Finley Saleyards - Cattle yards	N	\$ 494,000.00	\$ -	\$ 494,000.00	\$ -	\$ -	\$ 494,000.00	\$ 494,000.00	\$ -	\$494,000.00
			\$ 11,478,664.00	\$ 875,997.00	\$ 12,354,661.00	\$ 5,786,559.00	\$ 525,000.00	\$ 5,167,105.00	\$ 6,043,102.00	\$ 8,189,341.00	\$ 1,856,720.00

MINUTES OF LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING (LEMC) – BERRIGAN

HELD ON 5th JUNE 2020 ONLINE, ZOOM MEETING
56 CHANTER STREET, BERRIGAN - COMMENCING AT 10:00AM

Meeting was chaired by – Matthew Clarke LEMO – Berrigan Shire Council

PRESENT

Matthew Clarke	LEMO Berrigan Shire Council
Gary George	D/LEMO Berrigan Shire Council
Christine Kalz	Moira Shire
Scott Fullerton	REMO (NSW Police)
Paul Billingham	Transport for NSW
Frank Finlay	Fire and Rescue NSW
Inspector Haggart	NSW Police
Denise Garner	MBHD
Dominic De Sails	Ambulance NSW
Bruce Purves	Ambulance NSW
Kate Johanson	Regional Leader (Red Cross)

INVITEES

Nil

1. APOLOGIES

Maureen Smith	D/Team Leader (Red Cross)
John Shaw	Moira Shire Council
Darly Manson	NSW Fire and Rescue
Paul Jones	NSW Police
Craig McIntyre	SES
Jinette Graham	Tocumwal SES
Josephine Cusack	Team Leader (Red Cross)

2. CONFIRMATION OF MINUTES of last meeting held on 6th March 2020

Moved: Scott Fullerton

Seconded: Frank Finlay

3. BUSINESS ARISING FROM THE MINUTES

NIL

4. Agency Reports

- **SES – Apology**
 - N/A
- **Fire and Rescue – (FF)**
 - Business as usual (Covid)
 - Currently going through their annual risk plan and identifying risks within area
- **Ambulance –**
 - Business as usual (Covid)
 - Change of staff (Berrigan has a vacancy)

MINUTES OF THE LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING
FRIDAY 5th June 2020

- Domonic De Salis is to attend Berrigan LEMC going forward
- Awaiting information around Strawberry Fields Festival proceeding
- **Rural Fire Service -**
 - No information supplied
- **Police – (Inspector Haggart)**
 - Business as usual (Covid)
 - Strawberry fields – (have not heard if it is going ahead or had debrief from last year’s event).
- **Red Cross – (JC)**
 - Business as usual (Covid)
 - Running online training
 - Waiting for 1st July around rules / direction with volunteers
 - Employees are currently working from home
- **Berrigan Shire Council –**
 - Business as usual
 - Minor Storm in April around Tocumwal
- **REMO – (SF)**
 - Storm in April (Tocumwal) mainly rural damage
 - As per Report (attachment 1)
 - Training proposed for:
 - Deniliquin 7th- 8th Oct and Albury 27th - 28th Nov for Intro to Emergency Management
 - Evacuation course 2nd- 3rd March Narrandera
- **Local Lands Services (LLS) –**
 - No information supplied
- **Moira Shire –**
 - Re opened outdoor playgrounds
 - Have offered an economic package for rate relief
 - No Fee’s to be invoiced to sporting groups
 - Only customer service office open is in Cobram between 10am – 3pm
- **Murrumbidgee Local Health District (MLHD) –**
 - No positive cases since 12th April
 - Running Test for Covid throughout area
 - Mobile Covid testing is happen at West
 - 10,860 people have been tested to date
 - They are in partnership with Transport NSW to test at rest areas
 - Have been undertaking Scenario testing e.g. Aged Care
- **Transport NSW (PB) –**
 - Over size trucks have changed widths from 4.6m to 5.0m (to note this width for detour emergency routes)
 - Overtaking lane on Newell Hwy project is winding up near Fullers Road (end June) and overtaking lane project on Newell Hwy near Chinamans Rd to start.

MINUTES OF THE LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING
FRIDAY 5th June 2020

5. CORRESPONDENCE

Inwards

Nil

Outwards

Nil

6. EVENTS

Nil

7. UPDATE OF EMERGENCY CONTACT DETAILS

- NSW Police Inspector Huggart change

8. GENERAL BUSINESS

- REMO has a meeting Monday.
- Beware of Covid as we come out of restrictions
- Review Emergency Management plan's before next meeting
- Moira shire – looking into resource sharing

9. Rescue Sub Committee:

- No information supplied

10. NEXT MEETING:

Friday 9th October 2020, 10:00am - Berrigan Shire Council Chambers.

Please note: The duration of this meeting could be up to 3 hours – this is to enable adequate time to review current Emergency Management Plan (attachment 2) **please review prior to meeting.*

There being no further business the LEMC meeting closed at 10:34am.

NSW Emergency Operations Centres (EOCs) Strategic Review

Factsheet



At the request of the NSW Emergency Services' Board of Commissioners, the **NSW Police Force** (NSWPF) and **Resilience NSW** (ResNSW; formerly Office of Emergency Management) have formed a Project Team to conduct a strategic review of regional and local emergency operations centres (EOCs) across NSW.

The strategic review has three phases:

- **Phase 1 – Online survey for REMOs and LEMOs** to complete. **LEOCONS** will also be invited to participate in the survey. The survey will assess the status and operational capabilities of EOCs in each region and local area.
- **Phase 2 – Quality assurance and stakeholder consultation** to validate the survey data. The Project Team will review data and may visit some EOCs. The Project Team may also seek further advice from Emergency Management Regions on

issues, potential opportunities for synergies, operational efficiencies, and sustainability of EOCs.

- **Phase 3 – Propose changes to EOC-related legislation and policy** such as the EOC Policy and the SERM Act based on the results of the survey and subsequent consultation with key stakeholders.

1. Why are we doing this review?

Following the catastrophic 2019/20 bushfires, the NSW Emergency Services Board of Commissioners agreed to oversight the strategic review of EOCs in NSW, with a refreshed implementation plan and agreed reporting schedule. The strategic review aims to ensure that NSW has appropriately staffed, equipped and located EOCs to address disaster response and recovery operations, as well as a plan and processes to ensure the quality of EOCs is maintained over time.

2. What's required from LEMOs to support and progress the review?

- (i) **For the online survey** – assess the existing facilities of each EOC and complete the online survey by **19 June 2020**.

It is important for LEMOs to provide **accurate and complete data** about the status of each EOC they manage.

Data from the survey will help inform and improve disaster preparedness, as well as policies and legislation governing EOCs.

- (ii) **Quality assurance/site visits/consultations** – provide support and access to the Project Team and REMOs during site visits and participate in the consultation process.

3. What is the benefit for LEMOs in completing the online survey?

- This review provides an opportunity for LEMOs to assess and report on their EOC's capabilities and to share their views on some of the issues they have encountered that could impact their EOC's capacity to respond to emergencies.
- Without the survey data from each EOC, it would be difficult to assess the State's operational readiness for disasters.

4. How can LEOCONs participate in the online survey?

- LEOCONs will have the opportunity to respond to some operational questions in the online survey. (LEMOs and REMOs are being asked to complete the whole survey).
- The survey has been programmed so that LEOCONs may—if they wish to do so—use the survey to provide information about issues affecting EOCs in their area.

5. How long does it take to complete the survey?

- The survey is likely to take 20-35 minutes on the average to complete. To help prepare for the survey, REMOs will provide LEMOs a copy of the questionnaire. LEMOs can take this questionnaire while physically inspecting the EOC. This will assist LEMOs in providing an accurate and complete picture of facilities in the LEOC.

6. How is this different from the 2014 EOCs Review?

- The 2020 review has a reduced scope and a more streamlined implementation plan.

More consideration is also being given to ICT infrastructure (e.g. wi-fi, interconnectivity) as emergency management at all levels now relies more heavily on these systems for communication and operations. The review will also capture issues related to the ongoing COVID19 pandemic and relevant business practices.

For more information, please contact:

- **Your REMO (in the first instance)**
- The NSW EOCs Review Project Team
 c/o: carmela.brion@justice.nsw.gov.au