

# AGENDA TUESDAY 15 JUNE 2021

## **COUNCIL MEETING**

Commencing at 7:00 PM

**Statement - Coronavirus (COVID-19)** 

At the time of printing this Agenda and subject to the receipt of further advice, the Council Meeting to be held on Tuesday 15 June 2021 will be closed to the public under the COVID-19 Omnibus (Emergency Measures) Act 2020 and the Local Government Act 2020.

To view the webcast and stay informed of the status of Council Meetings please visit Council's website.

**COUNCIL CHAMBERS**225 Lonsdale Street, Dandenong VIC 3175

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## 1 MEETING OPENING

## 1.1 ATTENDANCE

**Apologies** 

## 1.2 ACKNOWLEDGEMENT OF TRADITIONAL OWNERS OF THE LAND

Council acknowledges and pays respect to the past, present and future Traditional Custodians and Elders of this nation and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

## 1.3 OFFERING OF PRAYER

As part of Council's commitment to recognising the cultural and spiritual diversity of our community, the prayer this evening will be offered by Mr Shamim Navidi from the Spiritual Assembly of the Baha'is, a member of the Greater Dandenong Interfaith Network.

## 1.4 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

Meeting of Council held 24 May 2021.

#### Recommendation

That the minutes of the Meeting of Council held 24 May 2021 be confirmed.

## 1.5 DISCLOSURES OF INTEREST

Any interest that a Councillor or staff member has deemed to be significant and has disclosed as either a material or general interest is now considered to be a conflict of interest. Conflict of Interest legislation is detailed in Division 2 – Conflicts of Interest: sections 126, 127, 128, 129 & 130 of the *Local Government Act 2020*. This legislation can be obtained by contacting the Greater Dandenong Governance Unit on 8571 5216 or by accessing the Victorian Legislation and Parliamentary Documents website at <a href="https://www.legislation.vic.gov.au">www.legislation.vic.gov.au</a>.

If a Councillor discloses any interest in an item discussed at any Council Meeting (whether they attend or not) they must:

- · complete a disclosure of interest form prior to the meeting.
- · advise the chairperson of the interest immediately before the particular item is considered (if attending the meeting).
- · leave the chamber while the item is being discussed and during any vote taken (if attending the meeting).

The Councillor will be advised to return to the chamber or meeting room immediately after the item has been considered and the vote is complete.

## 2 OFFICERS' REPORTS - PART ONE

## 2.1 DOCUMENTS FOR SEALING

## 2.1.1 Documents for Sealing

File Id: A2683601

Responsible Officer: Director Corporate Services

## **Report Summary**

Under the Victorian Local Government Act, each Council is a body corporate and a legal entity in its own right. Each Council must therefore have a common seal (like any corporate entity) that is an official sanction of that Council.

Sealing a document makes it an official document of Council as a corporate body. Documents that require sealing include agreements, contracts, leases or any other contractual or legally binding document that binds Council to another party.

## **Recommendation Summary**

This report recommends that the listed documents be signed and sealed.

#### 2.1.1 Documents for Sealing (Cont.)

## **Item Summary**

There are five [5] items being presented to Council's meeting of 15 June 2021 for signing and sealing as follows:

- 1. A letter of recognition to Martine Bijoux, Corporate Services for 20 years of service to the City of Greater Dandenong; and
- 2. A letter of recognition to Anthony Camillo, Corporate Services for 20 years of service to the City of Greater Dandenong;
- 3. A letter of recognition to Daniella Gerresheim, Corporate Services for 30 years of service to the City of Greater Dandenong;
- 4. A letter of recognition to Xavier Hegarty, Corporate Services for 30 years of service to the City of Greater Dandenong; and
- 5. An Instrument of Appointment of Authorised Officer under the provisions of the Local Government Act 1989, the Local Government Act 2020, the Environment Protection Act 1970, the Heritage Act 2017, the Infringements Act 2006, the Land Acquisitions and Compensation Act 1986, the Planning and Environment Act 1987, the Sex Work Act 1994, the Subdivisions Act 1988, the Victorian Civil and Administrative Tribunal Act 1998 and the Regulations made under each of those Acts; the Local Laws made under the Local Government Act 1989; and any other Act, Regulation or delegated legislation (including the Greater Dandenong Planning Scheme) which relates to the powers of the Council made under the provisions and enactments described. This instrument enables the following Council officer to carry out the statutory responsibilities of the above Acts and is subject to policy and delegations previously adopted by Council:
  - Darcy Canter.

#### Recommendation

That the listed documents be signed and sealed.

## 2.2 DOCUMENTS FOR TABLING

## 2.2.1 Documents for Tabling

File Id: qA228025

Responsible Officer: Director Corporate Services

## **Report Summary**

Council receives various documents such as annual reports and minutes of committee meetings that deal with a variety of issues that are relevant to the City.

These reports are tabled at Council Meetings and therefore brought to the attention of Council.

## **Recommendation Summary**

This report recommends that the listed items be received.

## 2.2.1 Documents for Tabling (Cont.)

## **List of Reports**

Author	Title
Victorian Aboriginal Heritage Council	2019/2020 Annual Report
Victorian Aboriginal Heritage Council	2019/2020 Annual Report on Registered Aboriginal Parties
Victorian Aboriginal Heritage Council	State of Victoria's Aboriginal Cultural Heritage Report

A copy of each report is made available at the Council meeting or by contacting the Governance Unit on telephone 8571 5235.

## Recommendation

That the listed items be received.

#### 2.2.2 Petitions and Joint Letters

File Id: qA228025

Responsible Officer: Director Corporate Services

Attachments: Petitions and Joint Letters

## **Report Summary**

Council receives a number of petitions and joint letters on a regular basis that deal with a variety of issues which have an impact upon the City.

Issues raised by petitions and joint letters will be investigated and reported back to Council if required.

A table containing all details relevant to current petitions and joint letters is provided in Attachment 1. It includes:

- 1. the full text of any petitions or joint letters received;
- 2. petitions or joint letters still being considered for Council response as pending a final response along with the date they were received; and
- 3. the final complete response to any outstanding petition or joint letter previously tabled along with the full text of the original petition or joint letter and the date it was responded to.

Note: On occasions, submissions are received that are addressed to Councillors which do not qualify as petitions or joint letters under Council's current Meeting Procedure Local Law. These are also tabled.

## **Petitions and Joint Letters Tabled**

Council received no new petitions and no joint letters prior to the Council Meeting of 15 June 2021.

N.B: Where relevant, a summary of the progress of ongoing change.org petitions and any other relevant petitions/joint letters/submissions will be provided in the attachment to this report.

## Recommendation

That this report and Attachment be received and noted.

## **DOCUMENTS FOR TABLING**

## **PETITIONS AND JOINT LETTERS**

## **ATTACHMENT 1**

## **PETITIONS AND JOINT LETTERS**

**PAGES 5 (including cover)** 

If the details of the attachment are unclear please contact Governance on 8571 1000.

Responsible Officer Response	
Status	
No. of Petitioner s	
Petition Text (Prayer)	THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
Date Received	2/03/21

If the details of the attachment are unclear please contact Governance on 8571 1000.

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Responsible Officer Response	
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Status	
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Petition Text (Prayer)	THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
Date Received	

If the details of the attachment are unclear please contact Governance on 8571 1000.

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If the details of the attachment are unclear please contact Governance on 8571 1000.

## 2.3 STATUTORY PLANNING APPLICATIONS

# 2.3.1 Town Planning Application - No. 185-211 Keys Road, Keysborough (Planning Application No. PLN20/0578)

File Id: A7659901

Responsible Officer: Director City Planning Design & Amenity

Attachments: Assessed Plans

Location of Objectors

## **Application Summary**

Applicant: Nepean Planning Consultants

Proposal: Use and development of the land for one (1) dwelling

Zone: Green Wedge A Zone

Overlay: Vegetation Protection Overlay Schedule 1

Ward: Keysborough South

The application proposes the use and development of the land for a dwelling, and associated earthworks. A permit is required pursuant to:

- Clause 35.05-1 (GWAZ); a planning permit is required for the use of the land as a dwelling under Section 2 to the Table of uses.
- Clause 35.05-5 (GWAZ); a planning permit is required to construct or carry out any of the following:
- A building or works associated with a use in Section 2 of Clause 35.05-1 (Dwelling);
- Earthworks specified in a schedule to this zone, if on land specified in a schedule.

This application is brought before the Council as it has received four (4) objections to the proposal.

## **Objectors Summary**

The application was advertised to the surrounding area through the erection of a notice on-site and the mailing of notices to adjoining and surrounding owners and occupiers. Four (4) objections were received to the application. Issues raised generally relate to matters of:

- Non-compliance with the Green Wedge Zone
- Not in keeping with the Green Wedge Management Plan
- Impacts on native vegetation

- Impacts on climate change
- Flooding impacts
- Incompatibility with agricultural land
- Close proximity to a industrial zone
- Close proximity of the proposed development from the Melbourne Water Eastern Treatment Plant.

## **Assessment Summary**

The application is for the use and development of the land for one (1) double storey dwelling. From a search of Council's records the subject site has been vacant for over twenty (20) years. There are no easements present on the site and no vehicular crossovers or accessways.

Five (5) scattered trees are present to the site and are significant to the area. These trees are proposed to be retained with the development setback a minimum 25 metres from the nearest canopy. The proposal includes the construction of one crossover connecting to Keys Road to the north of the site. It is proposed to retain the existing 1.1 metre high wire mesh front and boundary fence.

## **Recommendation Summary**

As assessed, officers consider this proposal to be highly compliant with all of the relevant provisions of the Greater Dandenong Planning Scheme. All grounds of objection have been considered, and officers are of the view that on balance the proposal's degree of compliance with the Planning Scheme justifies that the application should be supported and that a **Notice of Decision** (which provides appeal rights to objectors) to grant a permit be issued containing the conditions as set out in the recommendation. If the application was to be appealed to VCAT, it is the officer's view that it is highly likely that VCAT would also issue a planning permit for this proposal.

## **Subject Site and Surrounds**

## **Subject Site**

The subject site is identified as Lot 9 on the Plan of Subdivision 544090M, and is more commonly knowns as No. 185-211 Keys Road, Keysborough.

- The subject site is located to the south side of Keys Road.
- The site is irregularly square in shape with a frontage of 215.6 metres to Keys Road and a maximum depth of 216.2 metres with a total area of 6 hectares. The site is generally flat in topography.
- The subject site is currently vacant with five scattered trees present on the site.
- A number of these trees are considered to be significant to the site, surrounds and Greater Dandenong Green Wedge Management Plan.
- There is currently no crossover or accessway present on the site.

## **Surrounding Area**

- The surrounding area consists of a mixture of lot sizes from large rural allotments to smaller rural residential allotments.
- The sites directly abutting to the west and south are vacant residential / rural properties.
- The sites directly opposite the subject site and to the east have been developed for residential purposes with single dwellings on lots with associated outbuildings.
- Surrounding land uses are predominantly residential and low scale agricultural purposes.

## Locality Plan





## Background

## **Previous Applications**

A search of Council records revealed no previous planning applications have been considered for the subject site.

## **Proposal**

The application proposes the use and the development of the land for one (1) double storey dwelling and associated earthworks. The following is a summary of the proposal:

	Details
Levels	Double storey
Height	9.28 metres
Orientated to	The dwelling is oriented to the north
External materials	Combination of rendered finishes including cladding, metal cladding, stone cladding, face brickwork and colorbond roofing
Minimum setbacks to boundaries	North (front): 59.12 metres

	East (side): 90.55 metres
	South (rear): 121.44 metres
	West (side): 168.65 metres
Number of bedrooms	Six bedrooms
Number of Car parking Spaces provided	Four spaces
Number of Car parking Spaces required	Two spaces
Type of car parking	Four car garage with a two double roller doors
Access	Access is proposed to be created to Keys Road to the north of the subject site a minimum of 6 metres wide in the form of a permeable accessway
Front Fence	The existing 1.1 metre metal wire fence is proposed to be retained
Earthworks	The earthworks are limited to a minor site scrape of the proposed building area and are noted as being less than 1 metre cut/fill.
	·

A copy of the submitted plans is included as Attachment 1.

## Victorian Charter of Human Rights and Responsibilities

The Victorian Charter of Human Rights and Responsibilities has been considered in the preparation of this report but is not relevant to its contents.

## **Financial Implications**

No financial resources are impacted by this report.

## **Planning Scheme and Policy Frameworks**

Pursuant to the Greater Dandenong Planning Scheme, a planning permit is required:

- Clause 35.05-1 (GWAZ); a planning permit is required for the use of the land as a dwelling under Section 2 to the Table of uses.
- Clause 35.05-5 (GWAZ); a planning permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 35.05-1 (Dwelling);
- Earthworks specified in a schedule to this zone, if on land specified in a schedule.

The relevant controls and policies are as follows:

## **Zoning Controls**

The subject site is located in a Green Wedge A Zone, as is the surrounding area.

The purpose of the Green Wedge A Zone outlined at Clause 35.05 is:

- To implement the State Planning Policy Framework and the Local Planning Policy Framework.
- To provide the use of the land for agriculture.
- To protect, conserve and enhance the biodiversity, natural resources, scenic landscapes and heritage values of the area.
- To ensure that use and developments promotes sustainable land management practices and infrastructure provision.
- To protect, conserve and enhance the cultural heritage significance and the character of rural and scenic non-urban landscapes.
- To recognise and protect the amenity of existing rural areas.

Pursuant to Clause 35.05-1, a permit is required for the use of the land as a dwelling under Section 2 to the Table of Uses.

Pursuant to Clause 35.05-5 a permit is required for the development of the land for one (1) double storey dwelling and associated earthworks.

## **Overlay Controls**

The subject site is covered by a Vegetation Protection Overlay, as is the surrounding area.

The purpose of the Vegetation Protection Overlay outlined at Clause 42.02 is:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To protect areas of significant vegetation.
- To ensure that development minimises loss of vegetation.
- To preserve existing trees and other vegetation.
- To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.
- To maintain and enhance habitat and habitat corridors for indigenous fauna.
- To encourage the regeneration of native vegetation.

Pursuant to Clause 42.02-2 a planning permit is required to remove, destroy or lop any vegetation specified in the schedule. However, this does not apply if the table to Clause 42.02-3 specifically states that a permit is not required. Clause 3.0 of Schedule 1 to the Vegetation Protection Overlay states that a planning permit is required to remove, destroy or lop native vegetation.

The proposal does not include the removal of any vegetation to the site.

## **Planning Policy Framework**

The **Operation of the Planning Policy Framework** outlined at Clause 10 seeks to ensure that the objectives of planning in Victoria are fostered through appropriate land use and development planning policies and practices which integrate relevant environmental, social and economic factors in the interests of net community benefit and sustainable development. The objectives of Planning in Victoria are noted as:

- (a) To provide for the fair, orderly, economic and sustainable use, and development of land.
- (b) To provide for the protection of natural and man-made resources and the maintenance of ecological processes and genetic diversity.
- (c) To secure a pleasant, efficient and safe working, living and recreational environment for all Victorians and visitors to Victoria.
- (d) To conserve and enhance those buildings, areas or other places which are of scientific, aesthetic, architectural or historical interest, or otherwise of special cultural value.
- (e) To protect public utilities and other facilities for the benefit of the community.
- (f) To facilitate development in accordance with the objectives set out in paragraphs (a), (b), (c), (d) and (e).
- (g) To balance the present and future interests of all Victorians.

In order to achieve those objectives, there are a number of more specific objectives contained within the Planning Policy Framework that need to be considered under this application.

#### Clause 11 Settlement

**Clause 11 (Settlement)** states that Planning is to anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure.

Planning is to recognise the need for, and as far as practicable contribute towards:

- Health, wellbeing and safety.
- Diversity of choice.
- Adaptation in response to changing technology.
- Economic viability.
- A high standard of urban design and amenity.
- Energy efficiency.
- Prevention of pollution to land, water and air.
- Protection of environmentally sensitive areas and natural resources.

- Accessibility.
- Land use and transport integration.

Planning is to prevent environmental and amenity problems created by siting incompatible land uses close together.

Planning is to facilitate sustainable development that takes full advantage of existing settlement patterns and investment in transport, utility, social, community and commercial infrastructure and services.

These overall objectives are reinforced by a number of sub-clauses, including **Clause 11.01-1R2 Green Wedges – Metropolitan Melbourne**, which seeks to protect the green wedges of Metropolitan Melbourne from inappropriate development.

## Clause 12 Environmental and Landscape Values

Clause 12 Environmental and Landscape Values states that Planning should help to protect the health of ecological systems and the biodiversity they support (including ecosystems, habitats, species and genetic diversity) and conserve areas with identified environmental and landscape values.

It further states that Planning must implement environmental principles for ecologically sustainable development that have been established by international and national agreements. Foremost amongst the national agreements is the Intergovernmental Agreement on the Environment, which sets out key principles for environmental policy in Australia. Other agreements include the National Strategy for Ecologically Sustainable Development, National Greenhouse Strategy, the National Water Quality Management Strategy, the National Strategy for the Conservation of Australia's Biological Diversity, the National Forest Policy Statement and National Environment Protection Measures.

Planning should protect, restore and enhance sites and features of nature conservation, biodiversity, geological or landscape value.

These overall objectives are supported by a number of sub-clauses including **Clause 12.01-1S Protection of biodiversity** and **Clause 12.01-2S Native Vegetation Management**, which seek to assist the protection and conservation of Victoria's biodiversity and ensure that there is no net loss to biodiversity as a result of the removal, destruction or lopping of native vegetation.

## Clause 13 Environmental Risks and Amenity

Clause 13 Environmental Risks and Amenity states that Planning should strengthen the resilience and safety of communities by adopting a best practice environmental management and risk management approach.

Planning should aim to avoid or minimise natural and human-made environmental hazards, environmental degradation and amenity conflicts.

Planning should identify and manage the potential for the environment and environmental changes to impact on the economic, environmental or social wellbeing of society.

Planning should ensure development and risk mitigation does not detrimentally interfere with important natural processes.

Planning should prepare for and respond to the impacts of climate change.

These overall objectives are supported by a number of sub-clauses including **Clause 13.02-1S Bushfire planning** which seeks to strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life. **Clause 13.03-1S Floodplain management** seeks to assist in the protection of life, property and community infrastructure from flood hazard, the natural flood carrying capacity of rivers, streams and floodways, the flood storage function of floodplains and waterways and floodplain areas of environmental significance or of importance to river health.

## Clause 14 Natural Resource Management

Clause 14 Natural Resource Management is supported by a number of sub-clauses including Clause 14.01-1S Protection of agricultural land which seeks to protect the state's agricultural base by preserving productive farmland.

#### Clause 15 Built Environment and Heritage

Clause 15 (Built Environment and Heritage) states that planning is to recognise the role of urban design, building design, heritage and energy and resource efficiency in delivering liveable and sustainable cities, towns and neighbourhoods.

It adds that planning should ensure all land use and development appropriately responds to its surrounding landscape and character, valued built form and cultural context. Planning should promote development that is environmentally sustainable and should minimise detrimental impacts on the built and natural environment.

According to the clause, planning should promote excellence in the built environment and create places that:

- Are enjoyable, engaging and comfortable to be in.
- Accommodate people of abilities, ages and cultures.
- Contribute positively to local character and sense of place.
- Reflect the particular characteristics and cultural identity of the community.
- Enhance the function, amenity and safety of the public realm.

These overall objectives are reinforced by a number of sub-clauses, including Clause 15.01-1S (Urban design) and Clause 15.01-1R (Urban design – Metropolitan Melbourne), which seek to create urban environments that are safe, healthy, functional and enjoyable and that contribute to a sense of place and cultural identity.

Clause 15.01-2S (Building design) aims to achieve building design outcomes that contribute positively to the local context and enhance the public realm, while Clause 15.01-5S (Neighbourhood character) has an objective to recognise, support and protect neighbourhood character, cultural identity, and sense of place.

Clause 15.01-4S (Healthy neighbourhoods) has an objective to achieve neighbourhoods that foster healthy and active living and community wellbeing. Clause 15.01-4R (Healthy neighbourhoods - Metropolitan Melbourne) reinforces this, with a strategy to create a city of 20 minute neighbourhoods that give people the ability to meet most of their everyday needs within a 20 minute walk, cycle or local public transport trip from their home.

Clause 15.01-6S Design for rural areas has an objective to ensure development respects values area of rural character.

Sustainability is promoted by **Clause 15.02-1S (Energy and resource efficiency)**, which seeks to encourage land use and development that is energy and resource efficient, supports a cooler environment and minimises greenhouse gas emissions.

## Clause 16 Housing

Clause 16 Housing states that planning should provide for housing diversity, and ensure the efficient provision of supporting infrastructure, should ensure the long term sustainability of new housing, including access to services, walkability to activity centres, public transport, schools and open space and should include the provision of land for affordable housing.

This is supported by a sub-clauses **Clause 16.01-3S Rural Residential Development** which seeks to identify land suitable for rural residential development.

## Clause 19 Infrastructure

Clause 19 Infrastructure seeks to ensure planning for development of social and physical infrastructure should enable it to be provided in a way that is efficient, equitable, accessible and timely. This is supported by Clause 19.03-3S Integrated Water Management which seeks to sustainably manage water supply, water resources, wastewater, drainage and stormwater through an integrated water management approach.

## **Local Planning Policy Framework**

The Local Planning Policy Framework (LPPF) includes the Municipal Strategic Statement (MSS) and Local Policies.

The MSS is contained within Clause 21 of the Scheme. The MSS at **Clause 21.02** focuses on the **Municipal Profile**.

A Vision for Greater Dandenong is outlined at Clause 21.03. Of particular relevance, is the following:

A city whose green wedge provides a green, spacious relief from the surrounding urban development and supports a range of activities including agriculture, water treatment, recreation, education, and rural living that are carefully located and designed to respect the important environmental, cultural heritage, water management, landscape, and amenity values and functions of the region.

The objectives and strategies of the MSS are under four (4) main themes including: land use; built form; open space and natural environment; and, infrastructure and transportation (considered individually under Clauses 21.04 to 21.07). Of particular relevance to this application are Clauses 21.04-4 Green Wedge.

#### Land use:

Objectives of Clause 21.04-4 Green Wedge:

- 1. To support the expansion and diversification of agricultural activity.
- 2. To ensure new uses and development do not adversely impact on existing land uses or compromise the establishment of preferred land uses in the Green Wedge.

#### Built form:

Objectives of Clause 21.05-1 Urban design, character, streetscapes and landscapes:

- 1. To facilitate high quality building design and architecture.
- 2. To facilitate high quality development, which has regard for the surrounding environment and built form.

Objectives of Clause 21.05-4 Green Wedge:

- 1. To ensure the open, landscape-dominated vistas throughout the Greater Dandenong Green Wedge are maintained and protected.
- 2. To identify, protect and promote existing heritage values.

Open space and natural environment:

Objectives of Clause 21.06-3 Green Wedge:

- 1. To protect and enhance the ecological values of the Green Wedge and improve connectivity.
- 2. To manage risks associated with potential soil and water contamination.
- 3. To improve flood and inundation management.
- 3. To enhance the role and function of the Greater Dandenong Green Wedge as a water management asset.

Relevant local planning policies include Clause 22.02 Green Wedge Policy.

## Clause 22.02 Green Wedge

**Clause 22.02 Green Wedge** outlines Green Wedge land use and development objectives. Those relevant include.

- To give effect to Council's vision for the Greater Dandenong Green Wedge.
- To carefully locate and manage land uses to be consistent with the vision of the Greater Dandenong Green Wedge.
- To improve water quality and protect infrastructure assets and private property.
- To give priority to the protection and management of ecological areas of the highest value.
- To encourage sustainable land use practices.
- To provide clear guidance to stakeholders with regard to appropriate uses and forms of development.
- To support vehicles and active transport in a safe, efficient and legible manner.
- To protect and conserve areas of known and unknown Aboriginal cultural heritage.
- To respect landscape values.

The policy is based on the Green Wedge Management Plan (Revised, January 2017), which identifies the subject site as being within the Keys Road Precinct (open space, recreation, rural residential and less intensive agricultural uses (e.g. market garden).

Pursuant to Clause 22.02-3, it is policy that (amongst other things) all use and development proposals respond to the Siting and Design Guidelines for buildings and works as detailed in the Greater Dandenong Green Wedge Management plan (*Revised January 2017*).

Green Wedge Management plan (Revised January 2017).

The Green Wedge Management Plan (*Revised January* 2017 (GWMP)), has a number of Siting and Design objectives which seek to improve the amenity of the Greater Dandenong Green Wedge. The objectives are supported by a number of guidelines. These are intended to guide development and assist in the determination of planning permit applications once the guidelines are integrated into the Greater Dandenong Planning Scheme.

The GWMP includes the following relevant objectives:

# Site and design buildings to protect and strengthen the rural character and overall sense of spaciousness of the Greater Dandenong Green Wedge. Ensure buildings are visually subordinate and set into the spacious, rural landscape. Maintain open views and vistas from roads and public spaces. Minimise building footprints and the visibility of outbuildings and storage areas.

Design Detail	•	Ensure building facades are well articulated using high quality design treatments
Vehicle Access & Surfaces Fencing & Gates	•	Minimise the impact of vehicle access and car parking on the landscape Encourage fencing and gate styles that reflect the rural, open character of the Green Wedge.
Vegetation	•	Encourage the planting of indigenous and native vegetation to complement the rural character.  Protect indigenous vegetation for its cultural and landscape value.
Signage & Lighting	•	Encourage low scale and low impact signage and lighting.

#### **Particular Provisions**

## Clause 52.06 Car parking

The purpose of Clause 52.06 Car Parking is:

- To ensure that car parking is provided in accordance with the Municipal Planning Strategy and the Planning Policy Framework.
- To ensure the provision of an appropriate number of car parking spaces having regard to the demand likely to be generated, the activities on the land and the nature of the locality.
- To support sustainable transport alternatives to the motor car.
- To promote the efficient use of car parking spaces through the consolidation of car parking facilities.
- To ensure that car parking does not adversely affect the amenity of the locality.
- To ensure that the design and location of car parking is of a high standard, creates a safe environment for users and enables easy and efficient use.

Clause 52.06-2 notes that a new use must not commence, or the floor area of an existing use must not be increased until the required car spaces have been provided on the land.

The required spaces are identified in the table to Clause 52.06-5. Clause 52.06-3 further notes that a permit may be granted to reduce or waive the number of car spaces required by the table.

The table at Clause 52.06-5 notes that a dwelling with 1 or 2 bedrooms requires 1 car space and a dwelling with 3 or more bedrooms requires 2 spaces to each dwelling. 1 visitor car space is required for visitors to every 5 dwellings for developments of 5 or more dwellings.

Car parking is to be designed and constructed in accordance with the requirements of Clause 52.06-9 and 52.06-11 of the Scheme.

#### **General Provisions**

Clause 65 – Decision Guidelines needs to be considered, as is the case with all applications. For this application the requirements of Clause 65.01 for the approval of an application or plan is of relevance. This Clause outlines the requirements that the responsible authority must consider when determining the application.

## Council Plan 2017-2021 - Strategic Objectives, Strategies and Plans

The Council Plan describes the kind of future the Council is working for, and how Council will do this over four years. In accordance with the commitment in Council's Annual Plan, all applications are considered on their merits.

## **Diversity (Access & Equity)**

It is not considered that the proposal raises any diversity issues affecting the planning assessment of this application.

## **Community Safety**

It is considered that there would be no adverse community safety implications in permitting the proposal subject to strict conditions on any planning permit issued.

## Safe Design Guidelines

Consideration of the relevant requirements of these Guidelines has been undertaken within the Assessment of this application.

## Referrals

The application was not required to be referred to any external referral authorities pursuant to Section 55 of the Planning and Environment Act 1987. However, the application was referred to Melbourne Water for comment. A response was provided, noting no objection to the proposal.

## **Internal**

The application was internally referred to Council's Asset, Health and Arborist for their consideration. The comments provided will be considered in the assessment of the application.

Internal Referrals		
Asset Planning	No objections, subject to conditions on permit	
Civil Development	No objections, subject to conditions on permit	
Health Department	No objections, subject to conditions on permit	
Bushland and Gardening (including Arborist)	No objections, subject to conditions on permit	

## **Advertising**

The application has been advertised pursuant to Section 52 of the Planning and Environment Act 1987, by:

- Sending notices to the owners and occupiers of adjoining land.
- Placing a sign on site facing Keys Road.

The notification has been carried out correctly.

Council has received four (4) objections to date.

The location of the objectors / submitters is shown in Attachment 2.

#### Consultation

The application received four (4) objections which meets the threshold to conduct a consultative meeting. However due to the current COVID-19 pandemic, consultative meetings were not held to ensure compliance with State and Federal Government guidelines.

## **Summary of Grounds of Submissions/Objections**

The objections are summarised below (**bold**), followed by the Town Planner's Response (in *italics*).

#### Compliance with Green Wedge A Zone

Submissions from a number of objectors state that the proposal is not in keeping with the purpose of the Green Wedge A Zone. The purpose of the Green Wedge A Zone, as detailed above, is to protect the natural values of the area and ensure that the uses and developments considered promote sustainable land practices, conserving the cultural heritage significance and the character of rural landscapes. It is considered that the proposed use and development of the land for one (1) dwelling on the lot is in keeping with this purpose.

The dwelling complies with the requirements to Clause 35.05-2 (Use of the land for a dwelling) with conditional requirements ensuring the connection of reticulated sewerage and portable water for both domestic use and for fire fighting purposes. The dwelling is proposed to be significantly setback from all boundaries, with a minimum 59 metre setback from the frontage and is proposed to have substantial planting to the north and east of the dwelling and along the northern frontage and eastern side boundaries to screens and protect views. It is considered that the proposed development is in keeping with the purpose and decision guidelines of the Green Wedge A Zone.

#### Compliance with the Greater Dandenong Green Wedge Management Plan

Objectors have raised concerns with the proposal's consistency with Greater Dandenong's Green Wedge Management Plan (GWMP). A full review of the proposal against the GWMP has been conducted and can be seen below.

Within section 4.2 Assets and Values to the natural environment, scattered remnant trees are present on the subject site. This has been internally reviewed by Councils Bushland & Garden (Arborist) for comments with no objections received. The proposed works will not remove or impact on any existing trees on site. The retention of these significant species is noted with the application documents and reiterated via permit conditions.

The proposed built form of the dwelling is consistent with the preferred materials and colours detailed within the GWMP. The maximum height of the roof pitch is approximately 1.28 metres above the preferred 8 metres at a maximum height of 9.28 metres, tapering down at the sides of the roof form, and sloping away from all boundaries. This is considered to be an acceptable variation in this instance, particularly due to the screen landscaping and setbacks provided. This is further discussed below.

It is noted on page 72 and 77 of the GWMP that the role for the Keys Road Precinct is for rural living and to protect residential amenity. The proposal is to construct one dwelling on a 6 hectare lot, which is keeping with this precinct. As the subject site abuts residential land uses to the northern and eastern sides with agricultural land uses to the southern and western sides, it is considered that the site is acceptably suited for a residential use and is in keeping with the purpose of the Green Wedge Management Plan.

## Impacts on or loss of native vegetation and compatibility with the Vegetation Protection Overlay

Objections were raised relating to the compatibility of the development to the Vegetation Protection Overlay and the impacts of more 'residential' planting detracting from the native vegetation present. The subject site currently has five trees present on site, four of which are native River Red Gums and the fifth a non-indigenous species. The purpose of the Vegetation Protection Overlay, as detailed above, is to maintain, enhance, preserve and encourage the retention of native vegetation. All native trees present on site are proposed to be retained in keeping with this overlay.

The proposed planting of vegetation to the site is directly abutting the dwelling to the north and east and to either side of the internal accessway along the northern frontage. The proposed species along the northern and eastern boundary are noted to be a 'copse of densely planted mixed eucalyptus'. This directly corresponds with the site to the opposite side of Keys Road which has an existing array of eucalyptus trees. The remainder of the planting is predominantly non-indigenous species consisting of a variation of oak and maple trees and fern shrubs. It is considered that the proposed planting will screen the built form when viewed from the streetscape, enhancing the visual appearance of the dwelling and keeping the surrounding character of the Green Wedge A Zone. In particular, the proposed eucalyptus planting along the streetscape retains the importance of the native species character under the Vegetation Protection Overlay. It is considered that the proposed development and landscaping plan is in keeping with the landscape values of the site and the Vegetation Protection Overlay.

## Flooding impacts

Objectors have raised concerns relating to the potential risks of flooding to the site and surrounds and the appropriateness of the residential dwelling situated on the flood prone land. The application was internally referred to Council's Assets Department for comments on Council flooding. No objections were received as the proposed dwelling has provided the suitable finished floor levels for the site. The application was also externally referred to Melbourne Water for comments on flooding who have responded with no objections.

## • Incompatibility with agricultural land

The subject site is currently situated between both agricultural and residential interfaces both of a low scale. These land uses are highly compatible within the Green Wedge A Zone due to the large size of the lots and the scale of the built form being minimal. It is noted that the subject site is currently within a "agriculture and resources" area under the Green Wedge Management Plan and directly abuts "rural residential" to both the north and east. It is considered that the development of 0.8% of the land for the purposes of a dwelling is characteristic of both the adjoining areas and compatible with the existing surrounding land uses.

#### Close proximity with Industrial land

Objections were raised that the proposed dwelling will have amenity impacts from the nearby industrial area to Dandenong South. The subject site is approximately 1.8km away from the nearest industrial area to the east of Perry Road within an Industrial 1 Zone. This is considered to be an acceptable distance and the proposed dwelling will not be impacted by the existing industrial land.

#### Close proximity with the Melbourne Water Eastern Treatment Plan threshold

Objections included that the subject site is within a close proximity to the existing Melbourne Water Treatment Plant and within the threshold distance. The subject site is located approximately 850 metres away from the Environmentally Significant Overlay, Schedule 3 (Eastern Treatment Plant Buffer Area). This purpose of this buffer overlay is to identify areas where the development of land may be affected by environmental constraints, regulating land uses and inappropriate development and siting. The subject site is located outside of this buffer (850m outside of this buffer) and is therefore not considered to be within a close proximity to the Treatment Plant. Furthermore, the application was externally referred to Melbourne Water for comment relating to both flooding and the proposed change of use. No objection was received. It is considered that the proposed dwelling will not be impacted by the Melbourne Water Treatment Plant and is setback an acceptable distance.

#### **Assessment**

## **Zone**

#### Use

A lot used for a dwelling must consider the requirements to Clause 35.05-2 (use of the land for a dwelling). Adequate access is provided connecting the proposed dwelling to the northern frontage of the site to Keys Road with a 6 metre wide accessway, which is suitable to accommodate emergency vehicles.

Conditions will be placed onto the permit to ensure that the dwelling will be appropriately connected to a reticulated sewerage system, or if not available, the waste water is to be treated and retained on-side in accordance with the State Environment Protection Policy (Waters of Victoria) under the *Environment Protection Act 1970.* Conditions will also be required to ensure that the dwelling is appropriately connected to a reticulated portable water supply with adequate storage for domestic use as well as for fire-fighting purposes.

Subject to conditions, it is considered that the proposed use of the land for a dwelling is appropriate and meets the requirements of the Green Wedge A Zone.

#### **Development**

The dwelling is setback considerably from the two residential sensitive interfaces to the eastern side and the northern frontage, with a minimum distance of 59 metres from a boundary. The materials proposed are of a non-reflective nature and are subdued colours, corresponding with the existing surrounding character of residential and agricultural uses. These materials and colours consist of "bare stone" cladding, dark grey render, red brick, timber cladding and a dark grey roof. The design utilises contemporary materials that will positively compliment the surrounding landscape. Ensuring quality materials are presented (as per the colours and materials schedule) will enable a quality build and design outcome that will enhance the area and positively contribute to the housing stock in close proximity. The design with the scale and landscaping proposed is considered to present well in a rural context and be suited for its surrounds.

The dwelling consists of a four car garage, three bathrooms, an open dining / living / kitchen area, two bedrooms, a gym, two swimming pools and a laundry at ground floor with an additional four bedrooms, rumpus room and study at the first floor. The design is well articulated presenting with the pedestrian entrance to the eastern side and vehicular entrance to the southern rear.

The development is considered to be of an appropriate scale and of an open character, with a maximum site coverage of 0.8% of the total site area. The proposed planting of vegetation and the retention of native vegetation is in keeping with the purpose and objective of the Green Wedge A Zone.

The proposal includes the retention of 1.1 metre high metal fencing with the inclusion of 5 metre high hedge planting along the frontage of the site to either side of the accessway. Additional landscaping is proposed to the vehicular entrance point with eucalyptus tree planting to either side of the accessway both in front of and behind the proposed hedge. The screening along Keys Road is considered to be

acceptable and keeping in the existing character to the street with No. 134, 151 and 164 Keys Road all showing existing trees lining the street frontage. In particular No. 151 Keys Road demonstrates an existing evergreen tree hedge, similar to that of the proposed development.

#### **Overlay**

The subject site is located within a Vegetation Protection Overlay. There are four (4) native River Red Gum trees scattered on the subject site and one non-indigenous tree present. The proposed works are not within the tree protection zones to any trees present and the application is proposing to retain all trees present on site.

The application was internally referred to Councils Bushland & Garden (Arborist) for comments. Comment was raised relating to the connectivity of underground power and telecommunications installation, and whether this would impact on the trees. To ensure there are no adverse impacts on the trees, conditions are required to ensure the retention and protection of all native vegetation present to the site.

Given the dwelling will be a minimum of 25 metres from the nearest vegetation, and conditions will be included to prevent services being located within close proximity to the vegetation, it is considered that the proposal meets the overlay.

#### **Local Policy**

#### Clause 22.02 Green Wedge

The proposed dwelling is considered to be acceptable and is in keeping with the objectives and the local policy guidelines. The dwelling is significantly setback from the adjoining boundaries, is of a similar land use to the surrounding sites and is proposing to retain all vegetation and plant additional native vegetation preserving the cultural and significant landscape values to the site.

#### **Green Wedge Management Plan (GWMP)**

The mapping of the GWMP places the subject site with within the "Keys Road" Precinct. This precinct has a minimum subdivision area of 6 hectares. The objectives and preferred land uses as detailed under Table 1 to Clause 22.02 is as follows:

- To recognise the ongoing role of the area as rural residential living, while ensuring development is sensitive to the rural, open character of the Green Wedge and manages drainage impacts.
- Open space, recreation, rural residential and less intensive agricultural uses (e.g. market garden) is preferred.

The following is an assessment against the 'Built Form Siting and Design Guidelines' of the Green Wedge Management Plan:

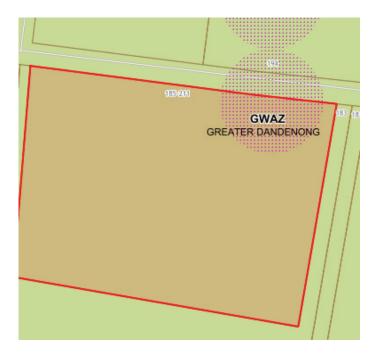
Guideline	Response
Require predominantly single or double storey height for buildings and structures (up to 8 metres in height).	The proposed building is double storey with a maximum height of 9.28 metres. It is considered that this height variation in this instance is acceptable.
	The proposed dwelling only exceeds the 8 metre guideline with the pitched roof form that slopes away from all boundaries, and is significantly setback from any residential or agricultural interface with a minimum setback of 59 metres to not substantially impact on the visual amenity of the site.
	Additionally, significant vegetation screening is proposed along the northern frontage boundary and eastern side boundary to soften the built form from directly abutting and opposite existing residential dwellings. Significant planting is also proposed directly in front of the dwelling and directly to the east of the dwelling to further soften the impact of the building.
	Furthermore, the design of the dwelling is considered to be of a high architectural standard, with a suitable variation to the materials and colours while maintaining the preferred character of muted colours and non-reflective materials.
	The combination of the design, siting and landscaping provides and acceptable response for a dwelling within the Green Wedge A Zone and is consistent with the Green Wedge Management Plan.
Ensure total impervious surfaces on any site do not exceed 20%.	Total site coverage is 0.8%
Ensure large buildings are screened by vegetation and articulated to minimise the appearance of bulk.	The proposal includes significant screen planting along the northern frontage and eastern side towards the two residential interfaces. Additional landscaping is provided predominantly to the north and eastern sides of the proposed dwelling to minimise the appearance of bulk.

	Furthermore, significant setbacks are provided to each setback with a minimum 59 metres provided to the north.
Ensure development adopts best practice environmentally sustainable design and development principles. This includes ensuring all buildings and structures are designed and oriented to utilise natural light and ensure optimal thermal performance.	The proposed dwelling has been noted to be designed for maximum solar access from natural light throughout the development. Each habitable room has adequate access to daylight with minimal screening.  The material composition is noted to ensure best practice is realised for optimal thermal performance for the future residents.
Ensure that any proposed subdivisions include building envelopes that are designed to maintain the rural character of the area.	Not applicable as the proposal does not include the subdivision of land.
Locate buildings and farming infrastructure such as sheds and machinery away from roads and where possible, within existing clusters of buildings/structures.	Not applicable as the proposal does not include the construction of sheds or farming infrastructure. It is noted that the proposed dwelling is located a minimum 59 metres away from the road to the north of the site.
Buildings should be appropriately set back from waterways and drainage corridors to provide a positive interface with vegetation, flora and fauna habitat and access paths.	The proposed dwelling is setback a minimum 121 metres from the south and 168 metres from the western boundaries to provide a positive interface from the adjoining agricultural interfaces.  The retention of the native vegetation and additional planting is not considered to interfere with the existing floral and faunal pathways existing.
Ensure new buildings are sited at a distance from boundaries to minimise potential interface issues with adjoining recreation, residential or agricultural uses.	The minimum setback distances are noted as follows:  North (frontage) = 59 metres South (rear) = 121 metres  East (side) = 94 metres  West (side) = 168 metres

	These are considered to be acceptable setback distances and will not impact on the adjoining residential and agricultural interfaces.
Set buildings and car parking areas back from front and side title boundaries a minimum of 10 metres to allow sufficient space for substantial vegetation and to retain a spacious setting.	The proposed garages to the dwelling are sited to the rear of the dwelling with the accessway connection extending along the eastern side and southern rear of the site. This is situated a minimum 59 metres from the northern frontage maintaining the spacious setting.
Ensure the appropriate location, access, siting and design of existing and proposed infrastructure services and utilities such as water treatment, drainage, sewerage, gas electricity and telecommunications to reduce the impact on the existing visual and natural environment.	Services including sewerage, utilities and water will be required as permit conditions, if one is granted. These are noted by the applicant to be well integrated into the dwelling and not visible from the surrounding vantage points.
Ensure appropriate screening of services, utilities and waste storage is undertaken so as not to visually detract from the sensitive amenity of the site and its surrounds.	As above, the visual impact of the proposed utilities and services will not detract from the sensitive amenity of the site and surrounds. The dwelling is appropriately setback from the abutting residential interfaces to the north and east and vegetation screening is proposed.
Design buildings to follow site contours and minimise cut and fill.	The dwelling is noted to have minimal cut/fill with less than 1 metre proposed at any one point. This is considered to be acceptable and will not significantly impact on the existing contours of the site and surrounding land.

#### **Cultural Heritage Sensitivity**

The site is subject to an area of culturally significant land. A mapping image of the area can be seen below as the circled area with red dots:



The area subject to cultural sensitivity is located to the frontage of the site connecting to Keys Road covering the existing two river red gum trees present to the north east corner of the site. The proposed development including the construction of the dwelling and associated earthworks are not within the identified area of Cultural Heritage Sensitivity.

#### **Environmentally Sustainable Development**

As the proposal is for one dwelling, pursuant to Clause 22.06-4 (Environmentally Sustainable Development), a Sustainable Design Assessment or Sustainable Management Plan is not required.

#### Conclusion

The proposal is consistent with the provisions of the Greater Dandenong Planning Scheme, including the zoning requirements, local policy direction, particular provisions and the decision guidelines of Clause 65.

#### Recommendation

That Council resolves to issue a Notice of Decision to grant a permit in respect of the land known and described as 185-211 Keys Road, KEYSBOROUGH VIC 3173 for the purpose of the use and development of the land for one (1) dwelling in accordance with the plans submitted with the application subject to the following conditions:

- 1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The amended plans must be drawn to scale with dimensions and 3 copies must be provided. The amended plans must be generally in accordance with the plans submitted and assessed with the application but modified to show:
  - 1.1. The minimum finished floor level of the proposed development is required to be 400mm above the final surface ground level.
- 2. Except with the prior written consent of the Responsible Authority, the layout of the land and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified.
- Except with the prior written consent of the Responsible Authority, the approved building must not be occupied until all buildings and works and the conditions of this permit have been complied with.
- 4. Except with the prior written consent of the Responsible Authority, floor levels shown on the endorsed plan/s must not be altered or modified.
- Once the approved development has started, it must be continued and completed in accordance with the endorsed plans, to the satisfaction of the Responsible Authority.
- Landscaping in accordance with the endorsed landscaping plan and schedule must be completed to the satisfaction of the Responsible Authority before the building is occupied.

The landscaping shown on the endorsed plans must at all times be maintained to the satisfaction of the Responsible Authority.

- 7. The exterior colour and cladding of the development must not result in any adverse visual impact on the environment of the area and all external cladding and trim of the building, including the roof, must be of a non-reflective nature, to the satisfaction of the Responsible Authority.
- 8. Before the approved building is occupied, all piping and ducting above the ground floor storey of the building, except downpipes, must be concealed to the satisfaction of the Responsible Authority.

- 9. Provision must be made for the drainage for proposed development including landscaped and paved areas, all to the satisfaction of the Responsible Authority.
- 10. The connection of the internal drainage infrastructure to the Legal Point of Discharge (LPD) must be to the satisfaction of the Responsible Authority.

Collected stormwater must be retained onsite and discharged into the drainage system at pre-development peak discharge rates as stated in the LPD approval letter. Approval of drainage plan including any retention system within the property boundary is required.

- 11. Access to the site and any associated roadwork must be constructed, all to the satisfaction of the Responsible Authority.
- 12. All stormwater must be conveyed by means of drains to satisfactory points or areas of discharge approved by the Responsible Authority, so that it will have no detrimental effect on the environment or adjoining property owners.
- 13. Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- 14. The dwelling must be connected to a reticulated sewerage system or if not available, the waste-water must be treated and retained on-site in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970.
- 15. The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for firefighting purposes.
- 16. The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.
- 17. Except with the prior written consent of the Responsible Authority and under the supervision of a consulting qualified Arborist, the following must not occur within the Tree Protection Zone, and Structural Root Zone:
  - a) any underground power and telecommunication services;
  - b) vehicular or pedestrian access;
  - c) trenching or soil excavation; and
  - d) storage or dumping of tools, equipment or waste, including stockpiled soil and building debris;
  - all to the satisfaction of the Responsible Authority.

- 2.3.1 Town Planning Application No. 185-211 Keys Road, Keysborough (Planning Application No. PLN20/0578) (Cont.)
- 18. Before the approved development starts, a Tree Protection Fence must be erected around the Tree Protection Zones of all trees to be retained on the land. The area within the Tree Protection Fence must be mulched to a depth of 15cm with general arboricultural wood chip mulch or similar and the Tree Protection Fence must:
  - a) be constructed of cyclone wire, orange safety mesh or similar construction; b) be erected to a height of at least 1.8 metres;
  - c) be anchored using star pickets driven at least 60cm into the soil;
  - d) remain in place until construction is completed; and
  - e) provide for access by a single gate that should be locked at all times except when required for tree inspection or maintenance,
  - to the satisfaction of the Responsible Authority
- 19. The following tree protection measures must be observed unless alternative arrangements are recommended by a qualified arborist and approved by Council in writing:
  - a) Trees to be retained must be clearly marked as being retained on the site
  - b) Construction specifications should include the plan location of those trees that are to be retained.
  - c) Penalties should be included in the construction specifications for damage to trees that are to be retained.
  - d) Where construction clearance is required and areas of the Tree Protection Zone cannot be fenced the ground in these areas should be protected from compaction with Ground Protection. Such Ground Protection.
  - i) can consist of any constructed platform that prevents point loads on the soil within the Tree Protection Zone. These could include:
  - · Industrial pallets joined together to form a platform.
  - · 12mm plywood joined together to form a platform.
  - · Planks of timber joined together to form a platform.
  - (ii) should be constructed with sufficient strength to allow it to survive the entire construction process.
  - (iii) should be installed following the removal of trees and prior to any other works being commenced.

- 2.3.1 Town Planning Application No. 185-211 Keys Road, Keysborough (Planning Application No. PLN20/0578) (Cont.)
  - e) Excavation within the Structural Root Zone should be avoided unless absolutely necessary.
  - i) Any excavation within the Structural Root Zone should be performed by hand.
  - ii) Any excavation within or tunnelling under the Structural Root Zone should be supervised by a qualified arborist.
  - iii) Any roots encountered from the retained trees should be pruned carefully and cleanly, preferably back to a branch root.
  - iv) Before any roots are pruned the effect of such pruning on the health and structural stability of the tree should be evaluated by a qualified arborist.
  - f) Excavation within the Tree Protection Zone should be avoided where possible.
  - i) Any excavation within the Tree Protection Zone should be performed carefully to minimise root injury.
  - ii) Any roots encountered from the retained trees should be pruned carefully and cleanly, preferably back to a branch root.
  - iii) Before any excavation occurs the effect of such excavation on the health and structural stability of the tree should be evaluated by a qualified arborist.
  - g) Concrete and other washout or waste disposal areas should be kept well away from trees to be retained.
  - h) Where automatic irrigation systems are installed the amount of irrigation that is applied should be checked against the requirements of the existing trees on the land.
  - i) Any pruning works that are required to facilitate construction should be performed by a qualified arborist.
- 20. This permit will expire if one of the following circumstances applies:
  - 20.1. the development or any stage of it does not start within two (2) years of the date of this permit, or
  - 20.2. the development or any stage of it is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards.

#### **Notes**

- The above property is subject to uncontrolled overland flow through the property.

  A flood dispensation is to be obtained prior to issue of Building Permit.
- An Application to install a septic tank system is required to be submitted to Council.
- Any works undertaken within the road reservation and easements will require the developer to obtain a Civil Works Permit from Council.
- Note any redundant vehicle crossing will need to be removed and reinstate with kerb in accordance with Council Standards.
- Vehicle crossing will need to be removed and reinstate with kerb in accordance with Council Standards. Also, the developer will need to obtain a Vehicle Crossing Permit from Council.
- Prior to works commencing the developer will need to obtain an Asset Protection Permit from Council.
- A Building Approval may be required prior to the commencement of the approved use and/or development/works.

#### STATUTORY PLANNING APPLICATIONS

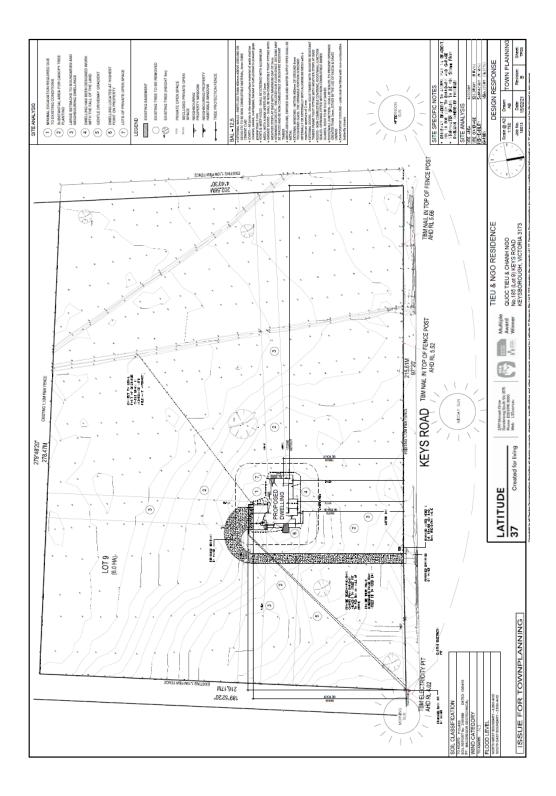
TOWN PLANNING APPLICATION - NO. 185-211 KEYS ROAD, KEYSBOROUGH (PLANNING APPLICATION NO. PLN20/0578)

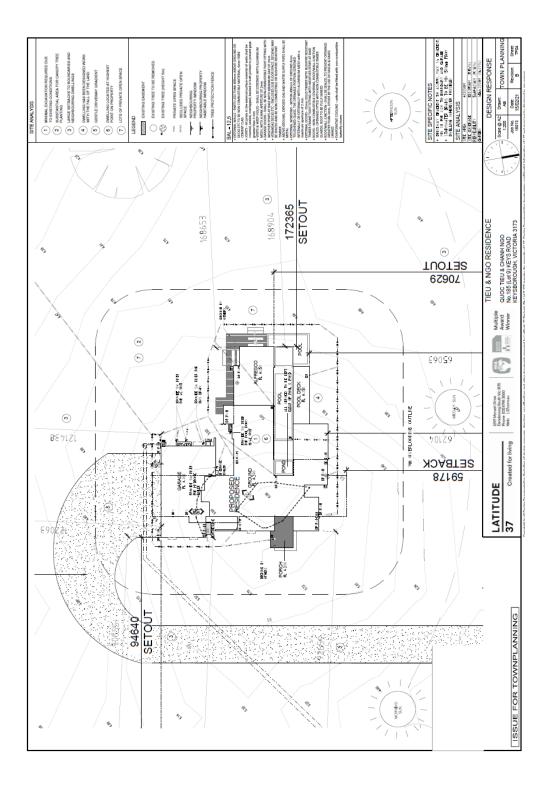
### **ATTACHMENT 1**

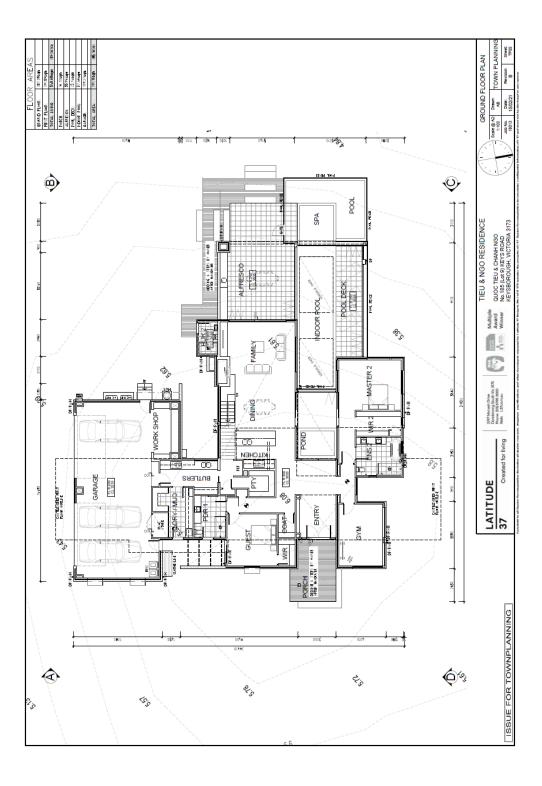
### **SUBMITTED PLANS**

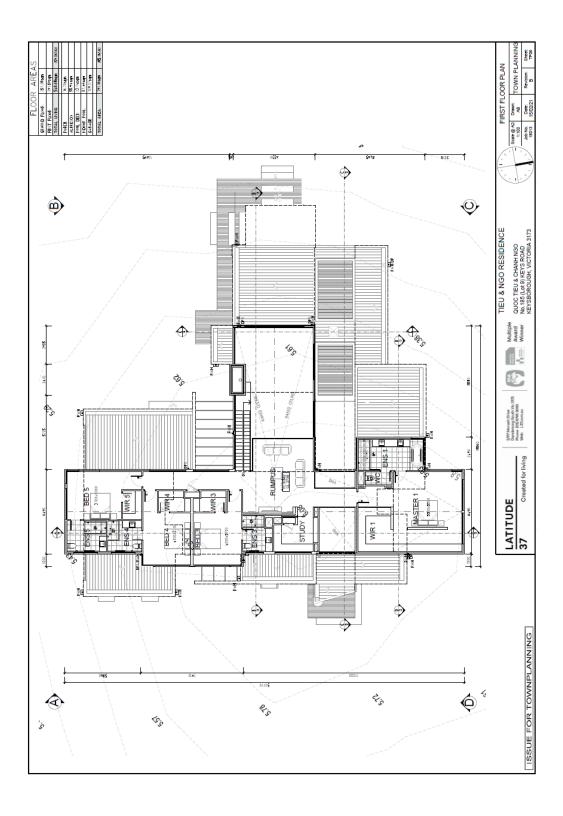
**PAGES 14 (including cover)** 

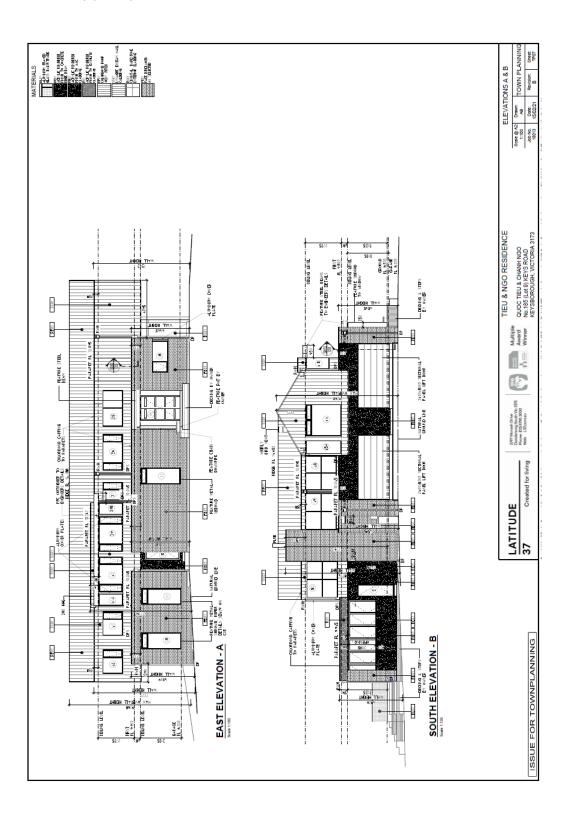
If the details of the attachment are unclear please contact Governance on 8571 5235.

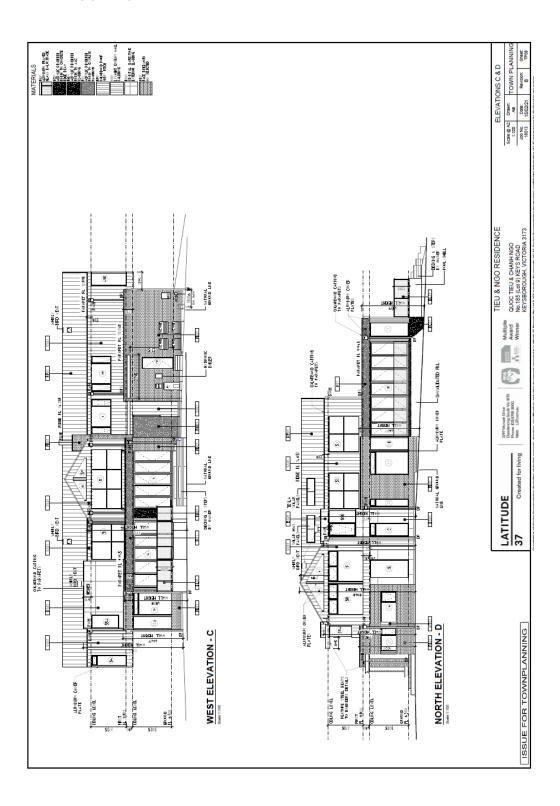


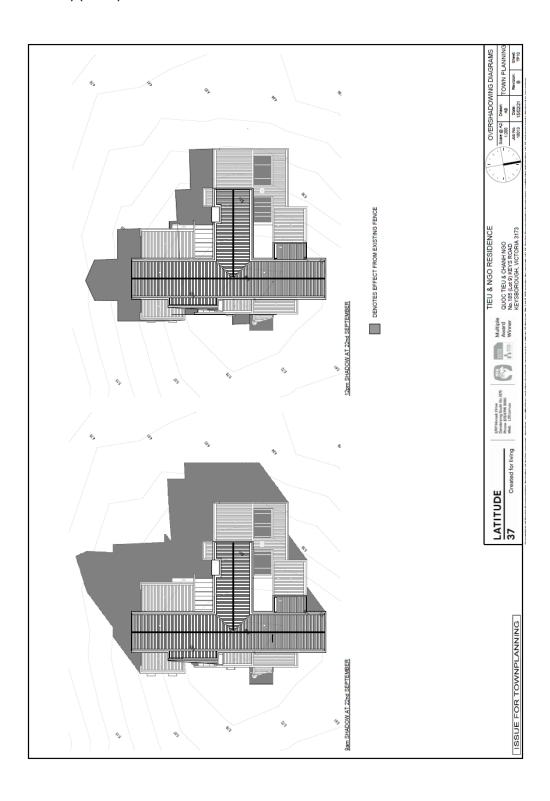


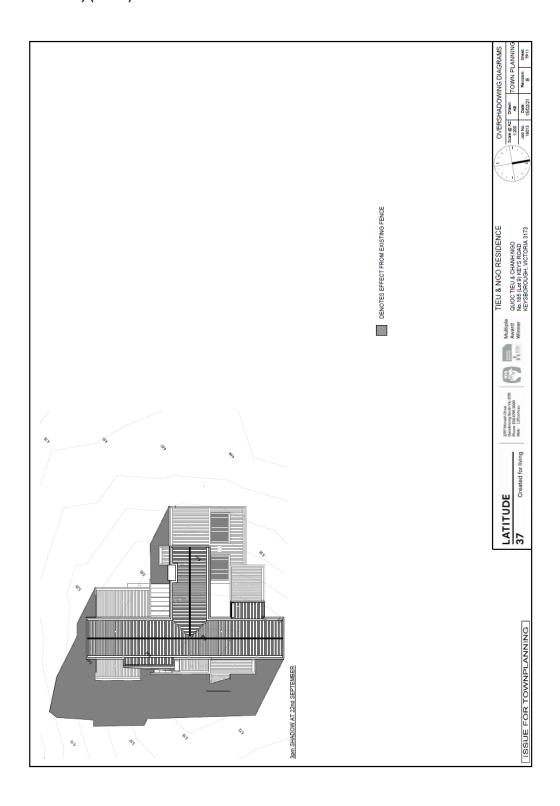








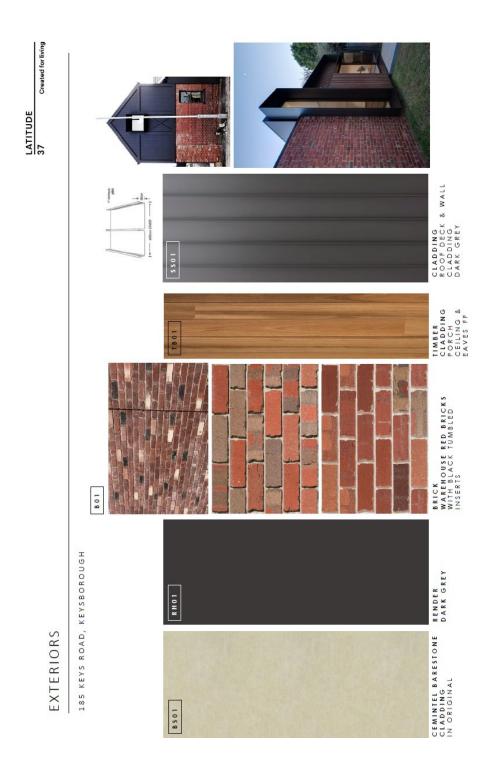


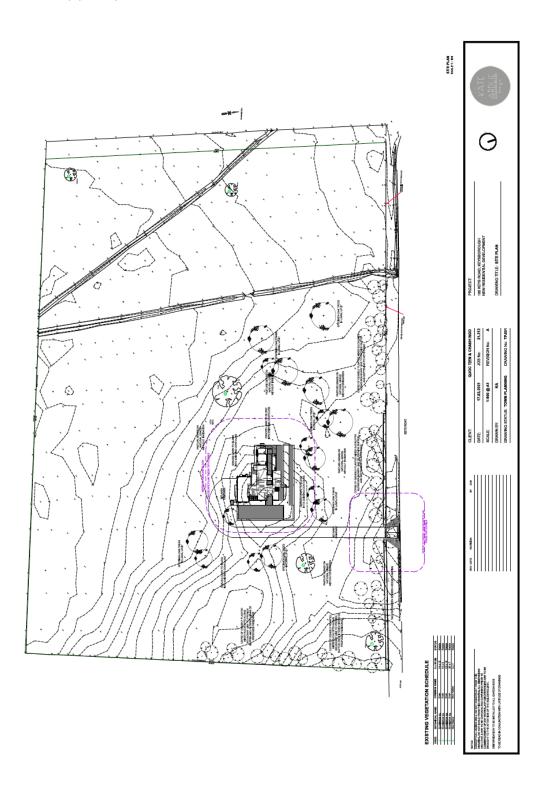


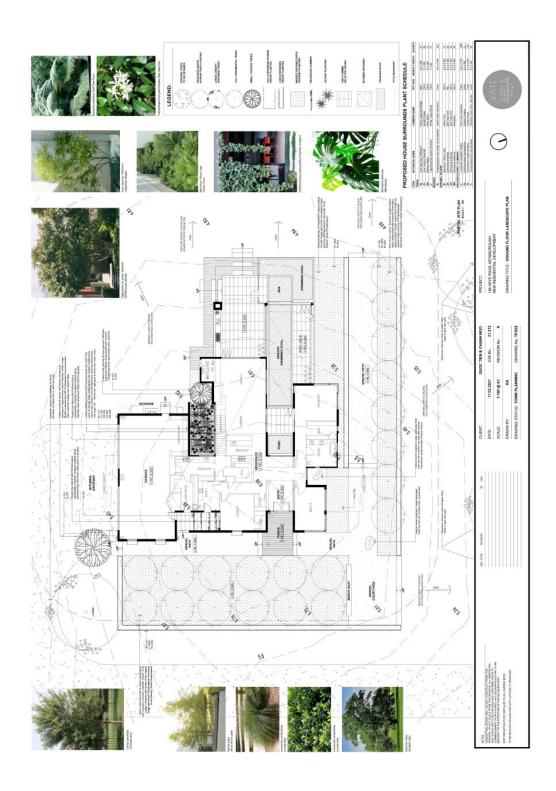


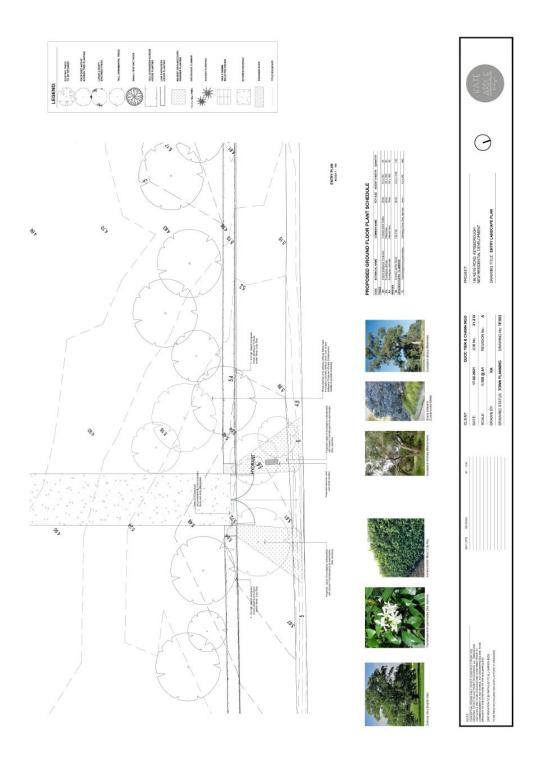
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EXTERIORS
185 KEYS ROAD, KEYSBOROUGH









#### STATUTORY PLANNING APPLICATIONS

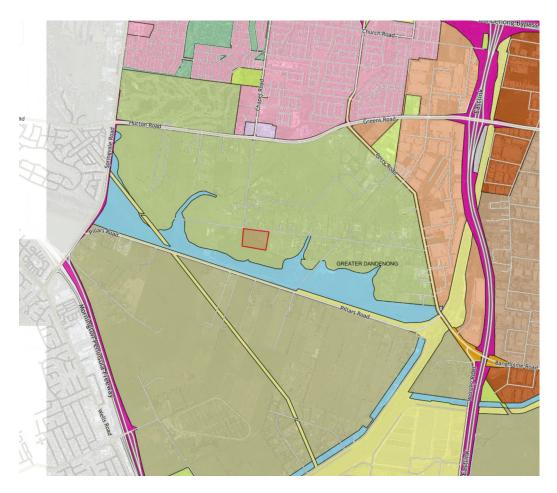
TOWN PLANNING APPLICATION - NO. 185-211 KEYS ROAD, KEYSBOROUGH (PLANNING APPLCIATION NO. PLN20/0578)

### **ATTACHMENT 2**

### **LOCATION OF OBJECTORS**

PAGES 2 (including cover)

If the details of the attachment are unclear please contact Governance on 8571 5235.



The above map highlights in red the subject site and an approximate 3km radius. The four (4) objectors to the proposal are all greater than a 3km radius away from the subject site.

#### 3 QUESTION TIME - PUBLIC

Question Time at Council meetings provides an opportunity for members of the public in the gallery to address questions to the Councillors, Delegates and/or officers of the Greater Dandenong City Council. Questions must comply with s. 4.5.8 of Council's Governance Rules.

#### QUESTIONS FROM THE GALLERY

Questions are limited to a maximum of three (3) questions per individual. Where time constraints deem it likely that not all questions can be answered within the time allowed for Question Time, the Mayor at his/her discretion may determine only the first question may be presented verbally with others deferred to be managed in the same manner as public questions not verbally presented. Priority will be given to questions that relate to items on the Council Agenda for that meeting. Questions including any preamble should not exceed 300 words.

- b) All such questions must be received in writing on the prescribed form or as provided for on Council's website and at Ordinary meetings of Council. Where there are more than three (3) questions received from any one individual person, the Chief Executive Officer will determine the three (3) questions to be considered at the meeting.
- c) All such questions must clearly note a request to verbally present the question and must be received by the Chief Executive Officer or other person authorised for this purpose by the Chief Executive Officer no later than:
- i) the commencement time (7.00pm) of the Ordinary meeting if questions are submitted in person; or
- ii) noon on the day of the Ordinary meeting if questions are submitted by electronic medium.
- d) A question can only be presented to the meeting if the Chairperson and/or Chief Executive Officer has determined that the question:
- i) does not relate to a matter of the type described in section 3(1) of the *Local Government Act* 2020 (confidential information);
- ii) does not relate to a matter in respect of which Council or a Delegated Committee has no power to act:
- iii) is not defamatory, indecent, abusive or objectionable in language or substance, and is not asked to embarrass a Councillor, Delegated Member or Council officer; and
- iv) is not repetitive of a question already asked or answered (whether at the same or an earlier meeting).
- e) If the Chairperson and/or Chief Executive Officer has determined that the question may not be presented to the Council Meeting or Delegated Committee, then the Chairperson and/or Chief Executive Officer:
- i) must advise the Meeting accordingly; and
- ii) will make the question available to Councillors or Members upon request.

#### 3 QUESTION TIME - PUBLIC (Cont.)

- f) The Chairperson shall call on members of the gallery who have submitted an accepted question to ask their question verbally if they wish.
- g) The Chairperson, Chief Executive Officer or delegate may then direct that question to be answered by a nominated Councillor or member of Council staff.
- h) No debate on, or discussion of, a question or an answer will be permitted other than for the purposes of clarification.
- i) A Councillor, Delegated Committee Member or member of Council staff nominated to answer a question may:
- i) seek clarification of the question from the person who submitted it;
- ii) seek the assistance of another person in answering the question; and
- iii) defer answering the question, so that the answer may be researched and a written response be provided within ten (10) working days following the Meeting (the question thereby being taken on notice).
- j) Question time for verbal presentations is limited in duration to not more than twenty (20) minutes. If it appears likely that this time is to be exceeded then a resolution from Council will be required to extend that time if it is deemed appropriate to complete this item.
- k) The text of each question asked and the response will be recorded in the minutes of the Meeting.

#### 4 OFFICERS' REPORTS - PART TWO

#### 4.1 CONTRACTS

#### 4.1.1 Contract No 2021-45 Repair & Maintenance of Parks Infrastructure and Facilities

File Id: qA437598

Responsible Officer: Director Business, Engineering & Major Projects

Attachments: Tender Information (Confidential)

#### 1. Report Summary

This report summarises the tender process undertaken by Council to select a suitably experienced and resourced panel of contractors for the repair and maintenance of parks infrastructure and facilities within the municipality.

The initial contract term is five (5) years, with an option of two (2), twelve (12) month extensions at the sole and absolute discretion of Council.

This is a Schedule of Rates based contract.

#### 2. Recommendation Summary

This report recommends that the following six (6) suppliers should be appointed to the panel for this contract;

- 1. Total Construction Maintenance Solutions (all services/handyman/carpentry)
- 2. Urban Maintenance Systems (all services/handyman/carpentry)
- 3. Grant Oliva Excavations Pty Ltd (plant)
- 4. Commlec Services Pty Ltd (electrical)
- 5. Hydrotech Services Pty Ltd (plumbing)
- 6. Hallett Plumbing (VIC) Pty Ltd (irrigation)

#### 3. Background

Council is seeking the services of a suitable experienced and resourced panel of contractors to undertake repair and maintenance of Parks Infrastructure and Facilities within the municipality. The work to be delivered consists of specialised plant works (e.g. gravel path resurfacing and playground soft fall replenishment), carpentry, irrigation, plumbing, and electrical trades for the repair and maintenance of park assets. The services of experienced and specialised contractors are required to ensure Parks assets are maintained to a safe and serviceable standard which meets the needs and expectations of our community.

The current Repair and Maintenance of Parks Infrastructure and Facilities contract expires on 1 July 2021. The Parks Team undertook a review of services prior to tendering. Two existing Parks contracts, Irrigation Repair and Maintenance and Specialised Plant Services contracts were incorporated into the tender documentation as these contracts are considered specialised trade services and will expire at the same time. Its anticipated, the consolidation of services will streamline overall service delivery whilst improving efficiencies with contract management.

#### 4. Tender Process

The tender was advertised in The Age newspaper on Saturday 13 February 2021 and closed at 2PM on Thursday 11 March 2021. At close of the advertising period sixteen (16) tenders were received from the following companies:

- 1. A2Z Trade Services (Non-conforming)
- 2. All Points Safety (Non-conforming)
- 3. Anstis Electrics
- 4. Around the Clock Plumbing
- 5. Commlec Services
- 6. Eco Electrical Services
- 7. EcoStream Pty Ltd
- 8. Grant Oliva Excavations Pty Ltd
- 9. Hallett Plumbing (VIC) Pty Ltd
- 10. Hydrotech Services Pty Ltd
- 11. Inspire Electrical
- 12. Karac Electrics
- 13. Keece Maintenance Services
- 14. MPE Group
- 15. Total Construction Maintenance Solutions
- 16. Urban Maintenance Systems Pty Ltd

#### 5. Tender Evaluation

The tender evaluation panel comprised of Service Unit Leader – Parks, Team Leader Turf Services, Open Space Contracts Coordinator and Contracts Officer.

The tenders were evaluated using Council's Weighted Attribute Value Selection method. The evaluation criteria included in the tender documents and the allocated weightings used to evaluate the tenders were as follows:

	Evaluation Criteria	Weighting
1	Tendered Price	30%
2	Relevant Experience	30%
3	Capability	25%
4	Social Procurement	5%
5	Local Industry	5%
6	Environmental	5%

The evaluation criteria are given a point score between 0 and 5 as detailed in the following table:

Score	Description
5	Excellent
4	Very Good
3	Good
2	Acceptable
1	Marginally Acceptable
0	Not Acceptable

The panel assessed the criteria against the tendered submission and the comparative Weighted Attribute Scores after the evaluation stage was as follows:

Tenderer	Price Points	Non-Price Points	Total Score	OHS and EMS
Electrical				
Commlec Services	1.18	2.41	3.59	Registered and compliant with Rapid Global
Total Construction Maintenance Solutions	0.69	2.90	3.59	Registered with Rapid Global but requires update

Eco Electrical Services	0.75	2.82	3.57	
Inspire Electrical	0.75	2.42	3.17	
Urban Maintenance Systems	0.06	3.08	3.14	
Karac Electrics	0.96	2.13	3.09	
Anstis Electrics	0.75	2.33	3.08	
MPE Group	0.52	2.48	3.00	
Keece Maintenance Service	0.00	1.94	1.94	
Plumbing and Irrigation				
Total Construction Maintenance Solutions	0.93	2.90	3.83	Registered with Rapid Global but requires update
Tenderer	Price Points	Non-Price Points	Total Score	OHS and EMS
Hydrotech Services	0.84	2.79	3.63	Registered and compliant with Rapid Global
Hallett Plumbing	0.75	2.76	3.51	Registered and compliant with Rapid Global
Around the Clock Plumbing	0.75	2.71	3.46	
Urban Maintenance Systems	0.34	3.08	3.42	
EcoStream P/L	0.00	1.92	1.92	
Plant and Equipment				
Grant Oliva Excavations	0.77	3.06	3.83	Registered with Rapid Global need verification
Hydrotech Services	0.89	2.79	3.68	
Eco Electrical Services	0.38	2.82	3.20	
Around the Clock Plumbing	0.27	2.71	2.98	
EcoStream P/L	0.11	1.92	2.03	
Carpentry	<del>-  </del>	1	1	

Total Construction Maintenance Solutions	0.95	2.90	3.85	Registered with Rapid Global but requires update
Urban Maintenance Systems	0.55	3.08	3.63	Registered and compliant with Rapid Global
Handyman				
Total Construction Maintenance Solutions	0.92	2.90	3.82	Registered with Rapid Global but requires update
Urban Maintenance Systems	0.58	3.08	3.66	Registered and compliant with Rapid Global
Non-Conforming				
A2Z Trade Services	0.0	0.0	0.0	
All Points Safety	0.0	0.0	0.0	

The submissions from A2Z Trade Services and All Points Safety were deemed non-conforming because they did not contain any completed schedules required for assessment. After the initial tender evaluation meeting the tender panel agreed to contact referees for Hydrotech, Commlec and Total CMS. Grant Oliva Excavations, Urban Maintenance Systems and Hallett Plumbing (Vic) Pty Ltd are experienced contactors that have previously worked for Greater Dandenong to the satisfaction of contract managers.

#### Note:

The higher the price score – lower the tendered price.

The higher the non-price score – represents better capability and capacity to undertake the service.

#### 6. Financial Implications

There are no financial implications associated with this report. Council expects, based on volume of work that it has traditionally delivered, and is expected to deliver, in conjunction with the schedule of rates submitted, that the contract costs will be managed with the current and forecasted budget provisions.

#### Note:

Schedule of Rates - A schedule of rates contract is one under which the amount that is payable to the contractor is calculated by applying an agreed schedule of rates to the quantity of work that is performed.

Lump Sum - A lump sum contact or a stipulated sum contract will require that the supplier agree to provide specified services for a stipulated or fixed price.

#### 7. Social Procurement

Both Total Construction Maintenance Solutions and Urban Maintenance Systems demonstrated their investments in social procurement by supporting various groups such as apprentices, partnering with specialist employment services for disadvantaged youth and people with disabilities. Grant Oliva Excavations showed an understanding of their social impacts of delivering services to the CGD community through this contract and are located in the neighbouring council City of Casey. Commlec Services and Hallett Plumbing are both located in neighbouring councils Monash City Council and City of Casey respectively and Hydrotech Services are located in Maroondah City Council.

#### 8. Local Industry

Grant Oliva Excavations, Urban Maintenance Systems, Hallett Plumbing and Hydrotech Services all provided value estimates for their use of local content and major items from within Greater Dandenong varying from \$60,000 to up \$610,000 and \$18,000 to up \$145,000 respectively. Commlec Services and Total Construction Maintenance Solutions did not provide a value estimate in their submission.

#### 9. Consultation

Consultation is exempt under Councils Community Engagement Policy. Consultation was not required as the tendering process relates to operational matters and contains confidential or commercial in confidence information.

#### 10. The Overarching Governance Principles of the Local Government Act 2020

Section 9 of the *Local Government Act 2020* (the LGA 2020) states that a Council must in the performance of its role give effect to the overarching governance principles. When a tender process is undertaken it is fundamentally underpinned by the following overarching governance principles:

- Section 9(a) of the LGA2020 Council decisions are to be made and actions taken in accordance with the relevant law;
- Section 9(b) of the LGA2020 Priority is to be given to achieving the best outcomes for the municipal community, including future generations;
- Section 9(c) of the LGA2020 the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted;
- Section 9(e)of the LGA 2020 innovation and continuous improvement is to be pursued;
- Section 9(f) of the LGA 2020 collaboration with other councils and governments and statutory bodies is to be sought;
- Section 9(g) of the LGA2020 the ongoing financial viability of the Council is to be ensured; and
- Section 9(i) of the LGA2020 the transparency of Council decisions, actions and information is to be ensured.

In giving effect to the overarching governance principles above, the following supporting principles are also considered throughout any tender process:

- Section 89 of the LGA2020 the strategic planning principles; and
- Section 1010 of the LGA 2020 the financial management principles.

#### 11. Victorian Charter of Human Rights and Responsibilities

Council, Councillors and members of Council staff are a public authority under the *Charter of Human Rights and Responsibilities Act 2006* and, as such, are all responsible to act in accordance with the *Victorian Charter of Human Rights and Responsibilities 2006* (the Charter).

The Victorian Charter of Human Rights and Responsibilities Act 2006 has been considered in relation to whether any human right under the Charter is restricted or interfered with in any way by this tender. It is considered the tendering process and report is consistent with the rights outlined in the Charter.

#### 12. The Gender Equality Act 2020

The *Gender Equality Act 2020* came into operation on 31 March 2021 and requires councils to take positive action towards achieving workplace gender equality and to promote gender equality in their policies, programs and services.

Council's Diversity, Access and Equity Policy and the *Gender Equality Act 2020* have been considered in the preparation of this report but are not relevant to its contents.

The content of this report does not have a direct and significant impact on members of the Greater Dandenong community therefore a gender impact assessment is not required. However, to ensure the importance of equality and inclusion is considered, tenderers responses against social procurement were assessed and scored accordingly within the tender evaluation matrix.

Consideration was also given to tenderers corporate social responsibilities and the inclusions of policies which adhere to relevant state and federal relevant legislation, as outlined in Councils Diversity, Access and Equity Policy. This includes Equal Employment Opportunity, Sexual Harassment and Disability Discrimination. The administration and compliance of these policies will be monitored through monthly contract meetings and contract performance monitoring systems.

#### 13. Climate Change and Sustainability

One of the overarching governance principles of the *Local Government Act 2020* is that the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted.

In January 2020, this Council joined a growing number of cities around Australia and declared a "Climate and Ecological Emergency" and committed this Council to emergency action on climate change. Council has developed a Climate Change Emergency Strategy and Action Plan 2020-30 to help the City of Greater Dandenong become a resilient, net zero carbon emission city with an active community prepared for the challenges of changing climate.

The tender responds to Council's declaration of climate and ecological emergency and, the climate emergency strategy and action plan 2020-2030 in the following ways. Successful tenderers have demonstrated and committed to sustainable practices including the reduction of greenhouse emissions, water usage and waste generation and recycling through environmental management systems (EMS) both independent and compliant with ISO14001:2015. Successful tenderers EMS were assessed as either a pass or fail component as part of the tender evaluation process.

#### 14. Conclusion

At the conclusion of the tender evaluation process, the evaluation panel agreed that the tender submissions from Commlec Services Pty Ltd, Hydrotech Services Pty Ltd, Hallett Plumbing Pty Ltd, Urban Maintenance Systems, Grant Olivia Excavations and Total Construction Maintenance Solutions represented the best value outcome for Council and should be accepted to form the resourced panel of contractors due to their:

- 1) conforming and lowest priced tender submissions;
- 2) relevant experience working with Victorian government authorities and private organisations on similar projects;
- 3) level of experience, staff resources and sub-contractor selection;
- 4) receiving a Pass for their Occupational Health and Safety (OH&S) and Environmental Management Systems;
- 5) registered and pre-qualified with Rapid Global (Council's Contractor Risk Management Compliance database).

#### 15. Recommendation

#### **That Council:**

- 1. awards Contract No. 2021-45 for the provision of the Repair and Maintenance of Parks Infrastructure and facilities to the following panel of contractors for an initial period of five (5) years:
  - 1. Commlec Services Pty Ltd
  - 2. Hydrotech Services Pty Ltd
  - 3. Hallett Plumbing (VIC) Pty Ltd
  - 4. Urban Maintenance Systems
  - 5. Grant Olivia Excavations on the condition that they are fully compliant with Rapid Global by 30 June 2021

- 4.1.1 Contract No 2021-45 Repair & Maintenance of Parks Infrastructure and Facilities (Cont.)
  - 6. Total Construction Maintenance Solutions on the condition that they are fully compliant with Rapid Global by 30 June 2021;
- 2. reserves the option to extend the initial contract term by two (2) twelve (12) month extensions at the sole and absolute discretion of Council; and
- 3. signs and seals the contract documents when prepared.

#### 4.1.1 Contract No 2021-45 Repair & Maintenance of Parks Infrastructure and Facilities (Cont.)

REPORT 15 June 2021

Contract No 2021-45 Repair & Maintenance of Parks Infrastructure and Facilities (Cont.)

#### **CONTRACTS**

## CONTRACT NO. 2021-45 REPAIR AND MAINTENANCE OF PARKS INFRASTRUCTURE AND FACILITIES

## **ATTACHMENT 1**

# TENDER INFORMATION (CONFIDENTIAL)

**PAGES 6 (including cover)** 

This attachment has been deemed confidential by the Chief Executive Officer under section 3(1) of the Local Government Act 2020 and has not been provided within the Public Agenda.

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#### 4.2 FINANCE AND BUDGET

#### 4.2.1 Supplementary Valuation Return 2021-4 and 2021-4A

File Id:

Responsible Officer: Director Corporate Services

Attachments: SV 2021-4 - 1 January 2021

SV 2021-4A - 1 February 2021

#### 1. Report Summary

Valuer General Valuer Westlink have assessed Supplementary Valuation Return 2021-4 and 2021-4A that comprises of 697 Supplementary Valuations.

#### 2. Recommendation Summary

This report recommends that Council note the new valuations in Supplementary Valuation Return 2021-4 and 2021-4A.

#### 3. Background

Supplementary valuations are carried out from time to time to reflect the variation in valuation of properties in between General Valuations of the Municipality. Supplementary valuations may be made for any of the circumstances referred to in Section 13DF of the Valuation of Land Act 1960 and are to be assessed as at the date prescribed for the current valuation of the municipality ie. 1 January 2020. Supplementary valuations in this report have been formally processed and have received certification from the Valuer General. The new values are applied when certification is received.

#### 4. Proposal

It is proposed that Council note the new valuations listed in Supplementary Valuation Return 2021-4 and 2021-4A.

#### 5. Financial Implications

Most supplementary valuations in Return 2021-4 have been made effective from 1 January 2021 and 2021-4A have been made effective from 1 February 2021. The 2020-21 Mid Year Annual Budget for supplementary rate incomes is \$800,000. The nett effect of Supplementary Return 2021-4 and 2021-4A was a decrease in income of approximately \$26,773.90. This decrease was caused primarily by one industrial property being reclassified to farm for rating purposes. Current year to date supplementary rates is approximately \$857,476.40.

#### 6. Consultation

The Valuer General Victoria has been notified of the supplementary adjustments and has forwarded a copy of the Return to the State Revenue Office and to South East Water. The Valuer General has advised Council that it has certified the supplementary valuations.

#### 7. Conclusion

It is recommended that Council note the new valuations in Return 2021-4 and 2021-4A.

#### 8. Recommendation

That Council notes the new valuations in Supplementary Valuation Return 2021-4 and 2021-4A.

#### **FINANCE AND BUDGET**

#### **SUPPLEMENTARY VALUATION RETURN 2021-4 AND 2021-4A**

## **ATTACHMENT 1**

## **SV 2021-4 - 1 JANUARY 2021**

PAGES 6 (including cover)

If the details of the attachment are unclear please contact Governance on 8571 5235.

Property Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New AVPCC	FSPL L	Land Area
331900 2	Bulong Street	Dandenong	Subdivision Of Land	01-Jan-2021 \$	510,000 \$	570,000	\$ 28,500 \$			\$	110.3	010 NRNL		645 m²
515355 2	Bulong Street	Dandenong	Subdivision Of Land	01-Jan-2021				\$ 325,000	\$ 325,000	\$ 16,250	-	100 RAFSL		323 m²
498435 1/16	Edith Street	Dandenong	Separation Of Occupancies	01-Jan-2021				\$ 215,000	\$ 440,000	\$ 22,000	-	131 RAFSL	SL 0 m²	m²
299185 16	Edith Street	Dandenong	Separation Of Occupancies	01-Jan-2021 \$	\$ 000'089	630,000	\$ 31,500		49	4	100	010 NRNL		746 m²
498440 2/16	Edith Street	Dandenong	Separation Of Occupancies	01-Jan-2021				\$ 210,000	\$ 415,000	\$ 20,750				1,5
498445 3/16	Edith Street	Dandenong	Separation Of Occupancies	01-Jan-2021			-	\$ 215,000	\$ 415,000	\$ 20,750	-	131 RAFSL	SL 0 m²	π²
519955 1/97	Herbert Street	Dandenong	Change of Legal Description and/or Sale of Land	01-Jan-2021 \$	205,000 \$	485,000	\$ 24,250 \$	\$ 225,000	\$ 595,000	\$ 29,750	131	120 RAFSL	SL 0 m²	π²
519960 2/97	Herbert Street	Dandenong	Change of Legal Description and/or Sale of Land	01-Jan-2021 \$	200,000	475,000	\$ 23,750 \$	190,000	\$ 505,000	\$ 25,250	131	120 RAFSL	SL 0 m²	m²
519965 3/97	Herbert Street	Dandenong	Change of Legal Description and/or Sale of Land	01-Jan-2021 \$	195,000 \$	470,000	\$ 23,500	190,000	\$ 500,000	\$ 25,000	131	120 RAFSL	SL 0 m²	ĩ.
306320 2/3	Hopkins Street	Dandenong	Property Non-rateable	01-Jan-2021 \$	290,000 \$	430,000	\$ 21,500 \$	\$ 290,000	\$ 430,000	\$ 21,500	110.3	740 NRFSL		246 m²
354360 277	Lonsdale Street	Dandenong	Erection/Construction Of Buildings	01-Jan-2021 \$	790,000	790,000	\$ 39,500	000'062 \$	\$ 1,985,000	\$ 112,000	200	210 RAFSL		294 m²
355540 20	Mason Street	Dandenong	Land Previously Multi Owned Now One Owner	01-Jan-2021 \$	1,050,000 \$	1,460,000	\$ 73,000 \$				220.1	010 NRNL		619 m²
523045 20	Mason Street	Dandenong	Land Previously Multi Owned Now One Owner	01-Jan-2021				1,460,000	\$ 1,460,000	\$ 73,000		202 RAFSL		1,203 m²
355545 22	Mason Street	Dandenong	Land Previously Multi Owned Now One Owner	01-Jan-2021 \$	1,050,000 \$	1,050,000	\$ 52,500				200	010 NRNL		584 m²
515990 32	Olive Street	Dandenong	Subdivision Of Land	01-Jan-2021				\$ 210,000	\$ 370,000	\$ 18,500	Ī	120 RAFSL	SL 0 m²	η²
515985 34	Olive Street	Dandenong	Subdivision Of Land	01-Jan-2021			-	\$ 215,000	\$ 380,000	\$ 19,000	-	120 RAFSL	SL 0 m²	π,
319720 1/10	Robert Street	Dandenong	Subdivision Of Land	01-Jan-2021 \$	\$ 000'092	360,000	\$ 18,000				131	010 NRNL	AL 0 m²	η²
515980 10	Robert Street	Dandenong	Subdivision Of Land	01-Jan-2021				\$ 255,000	\$ 450,000	\$ 22,500		120 RAFSL	SL 0 m²	m2
319725 2/10	Robert Street	Dandenong	Subdivision Of Land	01-Jan-2021 \$	220,000 \$	300,000	\$ 15,000 \$				13.1	010 NRNL	AL 0 m²	π,
319730 3/10	Robert Street	Dandenong	Subdivision Of Land	01-Jan-2021 \$	\$ 000'000	280,000	\$ 14,000				131	010 NRNL	AL 0 m²	π²
320175 4	Ronald Street	Dandenong	House Erected	01-Jan-2021 \$	530,000 \$	530,000	\$ 26,500	\$ 530,000	\$ 1,020,000	\$ 51,000	100	110 RAFSL		626 m²
515360 3	Stanley Street	Dandenong	Subdivision Of Land	01-Jan-2021				\$ 295,000	\$ 295,000	\$ 14,750	Ī	100 RAFSL		323 m²
267100 25	Bellbrook Drive	Dandenong North	Buildings Destroyed By Fire	01-Jan-2021 \$	480,000 \$	710,000	\$ 35,500	\$ 480,000	\$ 480,000	\$ 24,000	110.3	100 RAFSL		665 m²
522630 8	Apoinga Street	Dandenong South	Separation Of Occupancies	01-Jan-2021				\$ 2,345,000	\$ 2,600,000	\$ 130,000	6	310.5 RAFSL		6,324 m²
327990 8-10	Apoinga Street	Dandenong South	Dandenong South Separation Of Occupancies	01-Jan-2021 \$	2,505,000 \$	2,650,000	\$ 132,500 \$				310.5	010 NRNL		7,324 m²
415300 31-39	Monash Drive	Dandenong South	Erection/Construction Of Buildings	01-Jan-2021 \$	3,716,000 \$	9,480,000	\$ 706,000	\$ 3,716,000	\$ 9,700,000	\$ 722,000	310.5	310.5 RAFSL		15,880 m²
522625 28	Nicholas Drive	Dandenong South	Dandenong South Separation Of Occupancies	01-Jan-2021				\$ 450,000	\$ 450,000	\$ 22,500	6,	300 RAFSL		1,000 m²
506600 5	Annabelle Boulevard	Keysborough	House Erected	01-Jan-2021 \$	520,000 \$	520,000	\$ 26,000	\$ 520,000	\$ 995,000	\$ 49,750	100	110 RAFSL		400 m²
498555 1	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				000'029 \$	\$ 670,000	\$ 33,500	6)	300 RAFSL		1,245 m²
498675 10	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	6)	300 RAFSL		1,100 m²
498580 11	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				000'009	\$ 600,000	\$ 30,000	0	300 RAFSL		1,100 m²
522950 11X	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 1,000	\$ 40,000	\$ 2,000	9	623 RAFSL		22 m²
498670 12	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	6)	300 RAFSL		1,100 m²
498585 13	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	6)	300 RAFSL		1,100 m²
498665 14	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	(1)	300 RAFSL		1,100 m²
498590 15	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				000'000	\$ 600,000	\$ 30,000	6)	300 RAFSL		1,100 m²
522955 15X	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				1,000	\$ 40,000	\$ 2,000	9	623 RAFSL		22 m²
498660 16	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000		300 RAFSL		1,100 m²
					1 of 5									

Property Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev New AVPCC AVPCC	w FSPL	Land Area
498595 17	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498655 18	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498600 19	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
522945 1X	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 2,000	\$ 40,000	\$ 2,000	623	RAFSL	46 m²
498695 2	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,104 m²
498650 20	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498605 21	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 590,000	\$ 590,000	\$ 29,500	300	RAFSL	1,078 m²
498645 22	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498610 23	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 595,000	\$ 595,000	\$ 29,750	300	RAFSL	1,097 m²
498640 24	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498615 25	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 550,000	\$ 550,000	\$ 27,500	300	RAFSL	964 m²
498635 26	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 625,000	\$ 625,000	\$ 31,250	300	RAFSL	1,153 m²
498620 27	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 525,000	\$ 525,000	\$ 26,250	300	RAFSL	849 m²
498630 28	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 585,000	\$ 585,000	\$ 29,250	300	RAFSL	1,077 m²
498560 3	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498625 30	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 570,000	\$ 570,000	\$ 28,500	300	RAFSL	1,041 m²
498690 4	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498565 5	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498685 6	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498570 7	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 590,000	\$ 590,000	\$ 29,500	300	RAFSL	1,078 m²
498680 8	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
498575 9	Bass Court	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	300	RAFSL	1,100 m²
507930 617	Chandler Road	Keysborough	Subdivision Of Land	01-Jan-2021	6,100,000 \$	6,100,000 \$	305,000				102 010	NRNL	10,850 m²
519790 617E	Chandler Road	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 360,000	\$ 360,000	\$ 18,000	844	NRFSL-S20	.0 840 m²
507055 15	Emily Promenade	Keysborough	Subdivision Of Land	01-Jan-2021 \$	\$ 000'089	\$ 000'089	29,000				100 010	NRNL	451 m²
507035 1-7	Emily Promenade	Keysborough	Subdivision Of Land	01-Jan-2021 \$	1,550,000 \$	1,550,000 \$	77,500				100 010	NRNL	2,129 m²
422095 410	Greens Road	Keysborough	Titles Consolidated	01-Jan-2021 \$	12,520,000 \$	12,520,000 \$	626,000				303 010	NRNL	54,910 m²
522540 410-440	Greens Road	Keysborough	Arithmetical Error	01-Jul-2020				\$ 13,400,000	\$ 13,400,000	\$ 670,000	530	RAFSL	79,610 m²
358425 440	Greens Road	Keysborough	Titles Consolidated	01-Jan-2021 \$	7,710,000 \$	7,710,000 \$	385,500				303 010	NRNL	24,700 m²
519680 1	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 535,000	\$ 535,000	\$ 26,750	100	RAFSL	420 m²
519760 10	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 530,000	\$ 530,000	\$ 26,500	100	RAFSL	415 m²
519705 11	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 515,000	\$ 515,000	\$ 25,750	100	RAFSL	390 m²
519765 12	Mailory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 585,000	\$ 585,000	\$ 29,250	100	RAFSL	481 m²
519710 13	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 540,000	\$ 540,000	\$ 27,000	100	RAFSL	428 m²
519770 14	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 565,000	\$ 565,000	\$ 28,250	100	RAFSL	459 m²
519715 15E	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 295,000	\$ 295,000	\$ 14,750	844	NRFSL-S20	.0 491 m²
519775 16	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 530,000	\$ 530,000	\$ 26,500	100	RAFSL	415 m²
519720 17	Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 600,000	\$ 600,000	\$ 30,000	100	RAFSL	498 m²
					2 of 5								

Property S	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current	Current	Current	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev	New	FSPL	Land Area
										:					
519780 18		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021			Ī	\$ 530,000	\$ 530,000	\$ 26,500	-	100 RAFSL		415 m²
519725 19		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021			Ī	\$ 510,000	\$ 510,000	\$ 25,500	-	100 RAFSL		380 m²
519740 2		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 490,000	\$ 490,000	\$ 24,500	1	100 RAFSL		353 m²
519785 20		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 495,000	\$ 495,000	\$ 24,750	1	100 RAFSL		361 m²
519730 21		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 510,000	\$ 510,000	\$ 25,500	-	100 RAFSL		380 m²
519735 23		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 510,000	\$ 510,000	\$ 25,500	-	100 RAFSL		385 m²
519685 3		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 505,000	\$ 505,000	\$ 25,250	-	100 RA	RAFSL 37	375 m²
519745 4		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 490,000	\$ 490,000	\$ 24,500	1	100 RAFSL		351 m²
519690 5		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 515,000	\$ 515,000	\$ 25,750	1	100 RAFSL		390 m²
519750 6		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 495,000	\$ 495,000	\$ 24,750	-	100 RA	RAFSL 36	361 m²
519695 7		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 505,000	\$ 505,000	\$ 25,250		100 RAFSL		375 m²
519755 8		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 530,000	\$ 530,000	\$ 26,500		100 RAFSL		415 m²
519700 9		Mallory Crescent	Keysborough	Subdivision Of Land	01-Jan-2021				\$ 505,000	\$ 505,000	\$ 25,250	-	100 RAFSL		375 m²
519120		Oakwood Drive	Keysborough	Arithmetical Error	01-Jul-2020 \$	-						0111 0	010 NRNL		0 m²
358455 241		Perry Road	Keysborough	Subdivision Of Land	01-Jan-2021 \$	8,300,000 \$	8,300,000	\$ 415,000	\$ 4,765,000	\$ 4,765,000	\$ 238,250	300	300 RAFSL		15,060 m²
519170 1A		Triton Drive	Keysborough	Subdivision Of Land	01-Jan-2021 \$	255,000 \$	470,000	\$ 23,500	\$ 255,000	\$ 690,000	\$ 34,500	131	121 RA	RAFSL 0	0 m²
519175 1B		Triton Drive	Keysborough	Subdivision Of Land	01-Jan-2021 \$	255,000 \$	470,000	\$ 23,500	\$ 255,000	\$ 690,000	\$ 34,500	131	121 RAFSL		0 m²
189345 26		Nance Street	Noble Park	Buildings Destroyed By Fire	01-Jan-2021 \$	510,000 \$	620,000	\$ 31,000	\$ 510,000	\$ 510,000	\$ 25,500	110.3	100 RAFSL		534 m²
362815 218		Railway Parade	Noble Park	Property Non-rateable	01-Jan-2021 \$	\$ 000'009	740,000	\$ 37,000	\$ 600,000	\$ 740,000	\$ 37,000	110.3	110 NR	NRFSL 81	819 m²
468440 1/17		Rex Court	Noble Park	Subdivision Of Land	01-Jan-2021 \$	240,000 \$	280,000	\$ 14,000	\$ 250,000	\$ 450,000	\$ 22,500	131	120 RAFSL		0 m²
468445 2/17		Rex Court	Noble Park	Subdivision Of Land	01-Jan-2021 \$	340,000 \$	390,000	\$ 19,500	\$ 330,000	\$ 570,000	\$ 28,500	13.1	120 RAFSL		0 m²
520900 1/16		Vincent Crescent	Noble Park	Separation Of Occupancies	01-Jan-2021				\$ 295,000	\$ 440,000	\$ 22,000	-	131 RAFSL		0 m²
158005 16		Vincent Crescent	Noble Park	Separation Of Occupancies	01-Jan-2021 \$	\$ 000'025	570,000	\$ 28,500	4		\$	100	010 NRNL		589 m²
520905 2/16		Vincent Crescent	Noble Park	Separation Of Occupancies	01-Jan-2021				\$ 275,000	\$ 405,000	\$ 20,250	-	131 RAFSL		0 m²
521610 1/2		Ashdale Court	Springvale	Subdivision Of Land	01-Jan-2021 \$	215,000 \$	420,000	\$ 21,000	\$ 220,000	\$ 590,000	\$ 29,500	131	120 RAFSL		0 m²
521615 2/2		Ashdale Court	Springvale	Subdivision Of Land	01-Jan-2021 \$	200,000 \$	405,000	\$ 20,250	\$ 205,000	\$ 555,000	\$ 27,750	131	120 RAFSL		0 m²
521620 3/2		Ashdale Court	Springvale	Subdivision Of Land	01-Jan-2021 \$	200,000 \$	390,000	\$ 19,500	\$ 205,000	\$ 545,000	\$ 27,250	131	121 RAFSL		0 m²
521625 4/2		Ashdale Court	Springvale	Subdivision Of Land	01-Jan-2021 \$	185,000 \$	355,000	\$ 17,750	\$ 170,000	\$ 450,000	\$ 22,500	131	121 RA	RAFSL 0	0 m²
518945 1		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	311,000 \$	1,340,000	\$ 73,500	\$ 280,000	\$ 1,340,000	\$ 73,500	310.5	310.5 RAFSL		0 m²
518990 10		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	119,000 \$	520,000	\$ 28,200	\$ 110,000	\$ 520,000	\$ 28,200	310.5	310.5 RAFSL		0 m²
518995 11		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	119,000 \$	520,000	\$ 28,200	\$ 110,000	\$ 520,000	\$ 28,200	310.5	310.5 RAFSL		0 m²
519000 12		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	151,000 \$	000'059	\$ 35,700	\$ 135,000	\$ 650,000	\$ 35,700	310.5	310.5 RAFSL		0 m²
519005 13		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	\$ 000'96	410,000	\$ 22,600	\$ 85,000	\$ 410,000	\$ 22,600	310.5	310.5 RA	RAFSL 0	0 m²
519010 14		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	82,000 \$	360,000	\$ 19,400	\$ 75,000	\$ 360,000	\$ 19,400	310.5	310.5 RAFSL		0 m²
519015 15		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	\$3,000 \$	360,000	\$ 19,600	\$ 75,000	\$ 360,000	\$ 19,600	310.5	310.5 RA	RAFSL 0	0 m²
519020 16		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	134,000 \$	580,000	\$ 31,700	\$ 120,000	\$ 580,000	\$ 31,700	310.5	310.5 RAFSL		0 m²
519025 17		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	117,000 \$	500,000	\$ 27,500	\$ 105,000	\$ 500,000	\$ 27,500	310.5	310.5 RAFSL		0 m²
519030 18		Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021 \$	117,000 \$	200,000	\$ 27,500	\$ 105,000	\$ 500,000	\$ 27,500	310.5	310.5 RAFSL		0 m²
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Property Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Prev Supp NAV AVPCC	oc AVP CC	FSPL	Land Area
519035 19	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 123,000	\$ 530,000	\$ 29,000	110,000 \$	530,000	\$ 29,000 310.5	310.5	RAFSL	0 m²
518950 2	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 137,000	\$ 590,000	\$ 32,300	125,000 \$	590,000	\$ 32,300 310.5	310.5	RAFSL	0 m²
519040 20	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 94,000	\$ 410,000	\$ 22,200 \$	85,000 \$	410,000	\$ 22,200 310.5	310.5	RAFSL	0 m²
519045 21	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 94,000	\$ 410,000	\$ 22,200 \$	85,000 \$	410,000	\$ 22,200 310.5	310.5	RAFSL	0 m²
519050 22	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 121,000	\$ 520,000	\$ 28,500 \$	110,000 \$	520,000	\$ 28,500 310.5	310.5	RAFSL	0 m²
519055 23	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 98,000	\$ 420,000	\$ 23,100 \$	\$ 000'06	420,000	\$ 23,100 310.5	310.5	RAFSL	0 m²
519060 24	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 107,000	\$ 460,000	\$ 25,300 \$	\$ 000'56	460,000	\$ 25,300 310.5	310.5	RAFSL	0 m²
519065 25	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 107,000	\$ 460,000	\$ 25,300 \$	\$ 000'96	460,000	\$ 25,300 310.5	310.5	RAFSL	0 m²
519070 26	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 103,000	\$ 440,000	\$ 24,300 \$	\$ 000'96	440,000	\$ 24,300 310.5	310.5	RAFSL	0 m²
519075 27	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 119,000	\$ 510,000	\$ 28,100 \$	110,000 \$	510,000	\$ 28,100 310.5	310.5	RAFSL	0 m²
519080 28	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 93,000	\$ 400,000	\$ 22,000	\$ 2000 \$	400,000	\$ 22,000 310.5	310.5	RAFSL	0 m²
519085 29	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 93,000	\$ 400,000	\$ 22,000 \$	\$ 000'58	400,000	\$ 22,000 310.5	310.5	RAFSL	0 m²
518955 3	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 137,000	\$ 590,000	\$ 32,300 \$	125,000 \$	590,000	\$ 32,300 310.5	310.5	RAFSL	0 m²
519090 30	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 181,000	\$ 780,000	42,600	165,000 \$	780,000	\$ 42,600 310.5	310.5	RAFSL	0 m²
521275 31	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			49	125,000 \$	645,000	\$ 32,250	310.5	RAFSL	0 m²
521280 32	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	\$ 000'02	365,000	\$ 18,250	310.5	RAFSL	0 m²
52 1285 33	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			4	\$ 000'09	255,000	\$ 12,750	310.5	RAFSL	0 m²
521290 34	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	\$ 000'08	420,000	\$ 21,000	310.5	RAFSL	0 m²
52 1295 35	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			s.	\$ 000'08	420,000	\$ 21,000	310.5	RAFSL	0 m²
52 1300 36	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			4	45,000 \$	230,000	\$ 11,500	310.5	RAFSL	0 m²
521305 37	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	45,000 \$	230,000	\$ 11,500	310.5	RAFSL	0 m²
521310 38	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	\$ 000'09	265,000	\$ 13,250	310.5	RAFSL	0 m²
521315 39	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			49	75,000 \$	400,000	\$ 20,000	310.5	RAFSL	0 m²
518960 4	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 153,000	\$ 660,000	\$ 36,200 \$	140,000 \$	000'099	\$ 36,200 310.5	310.5	RAFSL	0 m²
521320 40	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			49	45,000 \$	240,000	\$ 12,000	310.5	RAFSL	0 m²
521325 41	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			49	\$ 000'99	350,000	\$ 17,500	310.5	RAFSL	0 m²
521330 42	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	\$ 000'08	410,000	\$ 20,500	310.5	RAFSL	0 m²
521335 43	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			s	75,000 \$	400,000	\$ 20,000	310.5	RAFSL	0 m²
521340 44	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	45,000 \$	245,000	\$ 12,250	310.5	RAFSL	0 m²
521345 45	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			\$	45,000 \$	245,000	\$ 12,250	310.5	RAFSL	0 m²
521350 46	Aspen Circuit	Springvale	Subdivision Of Land	01-Jan-2021			49	\$ 000'02	360,000	\$ 18,000	310.5	RAFSL	0 m²
518965 5	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 153,000	\$ 660,000	\$ 36,200 \$	140,000 \$	660,000	\$ 36,200 310.5	310.5	RAFSL	0 m²
518970 6	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 113,000	\$ 490,000	\$ 26,700 \$	105,000 \$	490,000	\$ 26,700 310.5	310.5	RAFSL	0 m²
518975 7	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 113,000	\$ 490,000	\$ 26,700 \$	105,000 \$	490,000	\$ 26,700 310.5	310.5	RAFSL	0 m²
518980 8	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 138,000	\$ 000,000 \$	\$ 32,700 \$	125,000 \$	000'009	\$ 32,700 310.5	310.5	RAFSL	0 m²
518985 9	Aspen Circuit	Springvale	Reapportionment of Values	01-Jan-2021	\$ 139,000	\$ 600,000	\$ 32,800	125,000 \$	600,000	\$ 32,800 310.5	310.5	RAFSL	0 m²
520895 1638	Centre Road	Springvale	Subdivision Of Land	01-Jan-2021	\$ 6,955,000	\$ 6,955,000	\$ 347,750 \$	\$		\$ - 300	010	NRNL	22,555 m²
522355 1638	Centre Road	Springvale	Subdivision Of Land	01-Jan-2021			S	\$,755,000	5,755,000	\$ 287,750	300	RAFSL	18,555 m²
519130 1/8	Loller Street	Springvale	Change of Legal Description and/or Sale of Land	01-Jan-2021 \$	300,000	\$ 455,000 \$	\$ 22,750 \$	320,000 \$	720,000	\$ 36,000 131	120	RAFSL	0 m²

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Land Area	0 m²	697 m²	342 m²	536 m²	402 m²	936 m²	534 m²	295 m²							
FSPL	RAFSL	NRFSL	RAFSL	RAFSL	NRNL	RAFSL	NRNL	RAFSL							
Prev New AVPCC AVPCC	120	150	110	110	010	110	010	110							
Prev AVPCC					100		100								
Pending Supp NAV	3 28,750 131	3 48,000 220.1	36,000 131	43,000 100		111,000		36,500 131				5,918,900			
Pending Supp CIV	\$ 575,000 \$	\$ 000'096 \$	\$ 720,000 \$	\$ 860,000 \$	\$ - \$	\$ 2,220,000 \$	\$	\$ 730,000 \$				\$ 111,855,000 \$			
Pending Supp SV	\$ 255,000 \$	\$ 000,096 \$	\$ 425,000 \$	\$ 540,000 \$		\$ 730,000		\$ 435,000 \$				\$ 000'549'44			
Current NAV	\$ 20,750 \$	51,500	\$ 28,000 \$	\$ 27,000 \$	\$ 24,000		\$ 26,000	\$ 28,000 \$				\$ 4,845,150 \$			
Current CIV	\$ 415,000 \$	1,030,000	560,000	540,000	\$ 480,000		\$ 520,000	\$ 560,000				\$ 000,735,000 \$			
Current SV	275,000	\$ 000'096	270,000 \$	540,000 \$	480,000		520,000	270,000				67,996,000			
Supp Effective Date	01-Jan-2021 \$	01-Jan-2021 \$	01-Jan-2021 \$	01-Jan-2021 \$	01-Jan-2021 \$	01-Jan-2021	01-Jan-2021 \$	01-Jan-2021 \$				s			
Supp Reason	Change of Legal Description and/or Sale of Land	Demolition of Improvements	Springvale South Change of Legal Description and/or Sale of Land	House Erected	House Erected	House Erected	House Erected	Springvale South Change of Legal Description and/or Sale of Land							
Suburb	Springvale	Springvale	Springvale South	Springvale South House Erected	Springvale South										
Street	Loller Street	Osborne Avenue	Cooper Street	Corio Drive	Dangerfield Drive	Dangerfield Drive	Dangerfield Drive	Heatherton Road							
Street No.	2/8	0	2	,											
Property No.	519135 2/8	117250 29	516990	207585 12	415195	520960 4-6	172800 6	516995 950A							

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#### **FINANCE AND BUDGET**

#### **SUPPLEMENTARY VALUATION RETURN 2021-4 AND 2021-4A**

## **ATTACHMENT 2**

## **SV 2021-4A - 1 FEBRUARY 2021**

**PAGES 18 (including cover)** 

If the details of the attachment are unclear please contact Governance on 8571 5235.

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Land Are	1,608 m²	20 1,167 m²	20 5,390 m²	1,073 m²	26,787 m²	534 m²	1,314 m²	20 6,431 m²	30 631 m²	534 m²	1,065 m²	1,587 m²	20 2,420 m²	30 646 m²	2,629 m²	2,583 m²	2,411 m²	4,807 m²	1,807 m²	1,064 m²	562 m²	20 4,560 m²	20 1,731 m²	7,842 m²	1,751 m²	1,000 m²	20 926 m²	579 m²	780 m²	2,960 m²	38,680 m²	20 2,036 m²	20 17,263 m²	NRFSL-S20 1,193 m²	8,453 m²	20 590 m²	42,793 m²	4,046 m²	314 m²
New AVPCC FSPL	741 NRFSL	844 NRFSL-S20	844 NRFSL-S20	720.5 NRFSL	721 NRFSL	742 NRFSL	844 NRFSL-S20 1,314 m²	844 NRFSL-S20 6,431 m²	844 NRFSL-S20 631 m <sup>2</sup>	100 NRFSL	844 NRFSL-S20 1,065 m²	280 NRFSL	844 NRFSL-S20 2,420 m²	844 NRFSL-S20 646 m²	740 NRFSL	844 NRFSL-S20 2,583 m²	740 NRFSL	740 NRFSL	844 NRFSL-S20 1,807 m²	720.4 NRFSL	110 RAFSL	844 NRFSL-S20	844 NRFSL-S20 1,731	740 NRFSL	740 NRFSL	743 NRFSL	844 NRFSL-S20	742 NRFSL	110 RAFSL	740 NRFSL	844 NRFSL-S20 38,680 m <sup>2</sup>	844 NRFSL-S20	844 NRFSL-S20	844 NRFSL-S2	720.4 NRFSL	844 NRFSL-S20 590 m²	721.3 NRFSL	740 NRFSL	844 NRFSL-S20 314 m²
Prev Ne AVPCC AVE	741	844	844	720.5	721	742	844	844	844	110.3	844	280	844	844	740	844	740	740	844	720.4	110.3	844	844	740	740	743	844	742	110.3	740	844	844	844	844	720.4	844	721.3	740	844
	95,000	38,500	110,000	90,500	550,000	34,500	32,000	122,500	26,000	23,500	39,000	82,500	62,000	24,500	000'06	92,000	102,500	157,500	63,000	49,500	31,500	100,000	61,000	227,500	87,500	40,500	35,000	32,500	37,500	95,000	575,000	70,000	365,000	49,500	157,500	13,500	875,000	135,000	4,750
Pending Supp NAV	69	49	4	49	69	49	sa	4	49	6	69	49	69	49	49	69	49	69	\$	69	49	49	69	49	69	49	4	s	s,	49	69	69	49	49	49	49	69	4	ss.
Pending Supp CIV	1,900,000	770,000	2,200,000	1,010,000	11,000,000	000'069	640,000	2,450,000	520,000	470,000	780,000	1,650,000	1,240,000	490,000	1,800,000	1,140,000	2,050,000	3,150,000	1,260,000	000'066	630,000	2,000,000	1,220,000	4,550,000	1,750,000	810,000	700,000	650,000	750,000	1,900,000	11,500,000	1,400,000	7,300,000	990,000	3,150,000	270,000	17,500,000	2,700,000	95,000
Pending Supp SV	1,490,000 \$	\$ 000'022	2,200,000 \$	740,000 \$	8,600,000	510,000 \$	640,000 \$	2,450,000 \$	\$20,000 \$	470,000 \$	780,000	1,650,000 \$	1,240,000 \$	490,000 \$	1,320,000 \$	1,140,000 \$	1,460,000 \$	2,500,000 \$	1,260,000 \$	\$ 000'008	510,000 \$	2,000,000 \$	1,220,000 \$	3,850,000 \$	1,130,000 \$	710,000 \$	\$ 000'002	\$ 000'089	\$ 000'089	1,600,000 \$	11,500,000 \$	1,400,000 \$	7,200,000 \$	\$ 000'066	2,950,000 \$	270,000 \$	14,500,000 \$	2,700,000 \$	\$ 000'56
Current NAV	\$ 000'96	38,500 \$	110,000 \$	\$ 005,08	\$ 000'099	34,500 \$	32,000 \$	122,500 \$	26,000 \$	28,000 \$	39,000 \$	82,500 \$	62,000 \$	24,500 \$	\$ 000'06	\$ 000'29	102,500 \$	157,500 \$	63,000 \$	49,500 \$	31,500 \$	100,000	61,000 \$	227,500 \$	87,500 \$	40,500 \$	35,000 \$	32,500 \$	40,000 \$	\$ 000'96	\$ 000'929	\$ 000'02	365,000 \$	49,500 \$	157,500 \$	13,500 \$	875,000 \$	135,000 \$	4,750 \$
Current CIV	1,900,000 \$	\$ 000,077	2,200,000 \$	1,010,000 \$	11,000,000 \$	\$ 000,069	640,000 \$	2,450,000 \$	\$ 20,000	\$ 000'099	780,000 \$	1,650,000 \$	1,240,000 \$	490,000 \$	1,800,000 \$	1,140,000 \$	2,050,000 \$	3,150,000 \$	1,260,000 \$	\$ 000'066	\$ 000'069	2,000,000 \$	1,220,000 \$	4,550,000 \$	1,750,000 \$	810,000 \$	\$ 000,007	\$ 000'099	\$ 000,008	1,900,000 \$	11,500,000 \$	1,400,000 \$	7,300,000 \$	\$ 000'066	3,150,000 \$	270,000 \$	17,500,000 \$	2,700,000 \$	\$ 000'56
Current SV	\$ 1,490,000 \$	\$ 000'022	2,200,000 \$	740,000 \$	\$ 000,000 \$	510,000 \$	640,000 \$	2,450,000 \$	520,000 \$	470,000 \$	\$ 000'082	1,650,000 \$	1,240,000 \$	490,000 \$	1,320,000 \$	1,140,000 \$	1,460,000 \$	2,500,000 \$	1,260,000 \$	\$ 000'008	510,000 \$	2,000,000 \$	1,220,000 \$	3,850,000 \$	1,130,000 \$	710,000 \$	\$ 000,000	\$ 230,000	730,000 \$	1,600,000 \$	11,500,000 \$	1,400,000 \$	7,200,000 \$	\$ 000'066	2,950,000 \$	270,000 \$	14,500,000 \$	\$ 2,700,000 \$	\$ 000'96
Supp Effective Date	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Jul-2020	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021	01-Feb-2021								
Supp Reason	Change Of Rating Category	Demolition of Improvements	Change Of Rating Category	Adjustment - Objection/appeal	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Change Of Rating Category																									
Suburb	Springvale	Noble Park	Noble Park	Keysborough	Noble Park	Keysborough	Keysborough	Noble Park	Noble Park	Noble Park	Springvale South	Noble Park	Noble Park	Keysborough	Springvale South	Keysborough	Springvale South	Noble Park	Noble Park	Keysborough	Keysborough	Keysborough	Springvale South	Noble Park	Springvale South	Springvale South	Noble Park	Keysborough	Noble Park	Noble Park	Keysborough	Keysborough	Springvale South	Springvale South	Keysborough	Keysborough	Keysborough	Keysborough	Keysborough
Street	View Road	Avard Court	10 Bennett Court	Bloomfield Road	Buckley Street	17 Bundeena Avenue	Chandler Road	19 Brooke Close	10 Deborah Court	89 Douglas Street	Elisabeth Avenue	Frank Street	Greenglade Court	20 Hawkins Court	Heatherton Road	37 Hedgeley Road	Hosken Street	Joy Parade	10 Kenneth Street	28 Kingsclere Avenue	64 Kingsclere Avenue	Kinnoul Avenue	35 Martin Street	Noble Street	Olympic Avenue	17 Olympic Avenue	43 Parramatta Crescent	Sherie Court	20 Wall Street	Arena Square	Woollahra Avenue		Amersham Avenue	Bartley Place	22 Filer Court	Brett Drive	139 Chapel Road	176 Chapel Road	206 Chapel Road
Street No.	9	4-6	10	164690 160-162	92-98	17	290A	19	101	88	39-41	3-5		50		37	5-21	2-12	101		29	11-13	35			17	43	89	20			6	6-20	6	22	1A	139	176	206
Property No.	157595	162400	163490	164690	166155	166545	167745	167970	173285	174500	175175	176115	177330 18-20	178150	178265 960-966	178745	179325 5-21	181030 2-12	181460	182185	182275	182445	186795	190790 2-4	191640 13-15	191645	192695	195545	199515	199670 32-38	201245 6-10	201320	202565 6-20	203400	203950	204040	205305	205455	205470

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Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New FSPL	Land Area
228530	16	Sandra Avenue	Noble Park	Chance Of Balling Category	01-Feb-2021	830,000	830.000	\$ 41.500	830.000	830.000	\$ 41500	844	844 NRFSL-S20 1200 m²	1.200 m²
229030	2,	2 Chapel Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	170,000 \$	170,000	\$ 8,500			\$ 8,500	844	844 NRFSL-S20 1,013 m²	1,013 m²
229235 11	11-13	Morwell Parade	Springvale	Change Of Rating Category	01-Feb-2021	1,000,000 \$	1,220,000	\$ 61,000	1,000,000	\$ 1,220,000	\$ 61,000	723.4	723.4 NRFSL	2,090 m²
229790 18	229790 19/134-142	Springvale Road	Springvale	Change Of Rating Category	01-Feb-2021 \$	330,000 \$	000'069	\$ 34,500	\$ 330,000	\$ 690,000	\$ 34,500	752	752 NRFSL	0 m²
230635 2-4	4	Parsons Avenue	Springvale	Change Of Rating Category	01-Feb-2021	2,230,000 \$	2,750,000	150,600	\$ 2,230,000	\$ 2,750,000	\$ 150,600	740	740 NRFSL	5,064 m²
232075 82-98	-98	Spring Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	4,450,000 \$	4,450,000	\$ 222,500	\$ 4,450,000	\$ 4,450,000	\$ 222,500	844	844 NRFSL-S20 8,507 m²	8,507 m²
232465	2	2 Newcomen Road	Springvale	Change Of Rating Category	01-Feb-2021 \$	430,000 \$	430,000	\$ 21,500	\$ 430,000	\$ 430,000	\$ 21,500	300	200 RAFSL	794 m²
233135	44	44 Hope Street	Springvale	Change Of Rating Category	01-Feb-2021	\$ 000'009	000'009	30,000	\$ 600,000	\$ 600,000	\$ 30,000	844	844 NRFSL-S20	12,381 m²
233140 3A		Douglas Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	\$ 000,000	200,000	\$ 25,000	\$ 500,000	\$ 500,000	\$ 25,000	844	844 NRFSL-S20 888 m²	888 m²
233150	80	8 Wyuna Drive	Noble Park	Change Of Rating Category	01-Feb-2021	380,000 \$	380,000	19,000	\$ 380,000	\$ 380,000	\$ 19,000	844	844 NRFSL-S20 1,751 m²	1,751 m²
233205 5-15	15	Dowling Avenue	Springvale	Change Of Rating Category	01-Feb-2021	7,400,000 \$	7,500,000	\$ 375,000	\$ 7,400,000	\$ 7,500,000	\$ 375,000	844	844 NRFSL-S20 24,123 m <sup>2</sup>	24,123 m²
233230 1A		Ericksen Street	Springvale	Change Of Rating Category	01-Feb-2021 \$	11,500,000 \$	12,000,000 \$	000'009 \$	\$ 11,500,000	\$ 12,000,000	\$ 600,000	844	844 NRFSL-S20 40,283 m²	40,283 m²
233235 5-7	7	Heritage Drive	Springvale	Change Of Rating Category	01-Feb-2021 \$	\$ 000,006,6	10,000,000	\$ 500,000	000'006'6 \$	\$ 10,000,000	\$ 500,000	844	844 NRFSL-S20 36,352 m²	36,352 m²
233280	20	20 Memorial Drive	Noble Park	Change Of Rating Category	01-Feb-2021	28,000,000 \$	28,000,000	1,400,000	\$ 28,000,000	\$ 28,000,000	\$ 1,400,000	844	844 NRFSL-S20 169,694 m²	169,694 m²
233290 25A	ž.A	Dunblane Road	Noble Park	Change Of Rating Category	01-Feb-2021 \$	11,000,000 \$	11,000,000	\$ 550,000	\$ 11,000,000	\$ 11,000,000	\$ 550,000	844	844 NRFSL-S20 40,503 m²	40,503 m²
233300 880-924	30-924	Heatherton Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	19,000,000 \$	19,500,000	\$ 975,000	\$ 19,000,000	\$ 19,500,000	\$ 975,000	844	844 NRFSL-S20 79,371 m <sup>2</sup>	79,371 m²
233310 101-106	11-105	Noble Street	Noble Park	Change Of Rating Category	01-Feb-2021	4,500,000 \$	4,650,000 \$	\$ 232,500	\$ 4,500,000	\$ 4,650,000	\$ 232,500	844	844 NRFSL-S20 9,012 m²	9,012 m²
233330 587-589	37-589	Springvale Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	13,500,000 \$	13,500,000	\$ 675,000	\$ 13,500,000	\$ 13,500,000	\$ 675,000	844	844 NRFSL-S20 37,536 m²	37,536 m²
233335 28-30	3-30	Coomoora Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	24,500,000 \$	24,500,000	\$ 1,225,000	\$ 24,500,000	\$ 24,500,000	\$ 1,225,000	844	844 NRFSL-S20 79,991 m²	79,991 m²
233345 46-56	3-56	Moodemere Street	Noble Park	Change Of Rating Category	01-Feb-2021	15,020,000 \$	15,020,000	\$ 751,000	\$ 15,020,000	\$ 15,020,000	\$ 751,000	844	844 NRFSL-S20 60,969 m <sup>2</sup>	60,969 m²
238005 37B	18	Corrigan Road	Noble Park	Change Of Rating Category	01-Feb-2021 \$	3,250,000 \$	3,250,000 \$	162,500	\$ 3,250,000	\$ 3,250,000	\$ 162,500	844	844 NRFSL-S20 13,301 m²	13,301 m²
238320 9A		Wagga Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	125,000 \$	125,000	\$ 6,250	\$ 125,000	\$ 125,000	\$ 6,250	844	844 NRFSL-S20	214 m²
239115	209	209 Bangholme Road	Bangholme	Change Of Rating Category	01-Feb-2021	620,000 \$	\$ 620,000	\$ 31,000	\$ 620,000	\$ 620,000	\$ 31,000	844	844 NRFSL-S20 3,459 m²	3,459 m²
239280 1654	35A	Browns Road	Noble Park North	Change Of Rating Category	01-Feb-2021 \$	730,000 \$	730,000	\$ 36,500	\$ 730,000	\$ 730,000	\$ 36,500	844	844 NRFSL-S20 11,105 m	11,105 m²
239750 45A	λč	Piccadilly Crescent	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'06	000'06	\$ 4,500	\$ 90,000	\$ 90,000	\$ 4,500	844	844 NRFSL-S20 175 m²	175 m²
239845	80	8 Lachlan Place	Keysborough	Change Of Rating Category	01-Feb-2021	75,000 \$	75,000	\$ 3,750	\$ 75,000	\$ 75,000	\$ 3,750	844	844 NRFSL-S20 150 m²	150 m²
239895	11	11 Laidlaw Court	Keysborough	Change Of Rating Category	01-Feb-2021	760,000 \$	760,000	\$ 38,000	\$ 760,000	\$ 760,000	\$ 38,000	844	844 NRFSL-S20	2,371 m²
240180 12-18	3-18	Turner Close	Springvale	Change Of Rating Category	01-Feb-2021 \$	1,100,000 \$	1,100,000	\$ 55,000	\$ 1,100,000	\$ 1,100,000	\$ 55,000	844	844 NRFSL-S20 2,000 m²	2,000 m²
240285	37	37 Turner Close	Springvale	Change Of Rating Category	01-Feb-2021 \$	115,000 \$	115,000	\$ 5,750	\$ 115,000	\$ 115,000	\$ 5,750	844	844 NRFSL-S20 429 m <sup>2</sup>	429 m²
241695	45	45 Azalea Crescent	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	\$ 520,000 \$	520,000	\$ 26,000	\$ 520,000	\$ 520,000	\$ 26,000	844	844 NRFSL-S20 929 m²	929 m²
242020 105-127	15-121	Bakers Road	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	\$ 000'006'2	9,700,000	\$ 485,000	\$ 7,300,000	\$ 9,700,000	\$ 485,000	723.2	723.2 NRFSL	23,818 m²
242040 129-137	29-137	Bakers Road	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	2,350,000 \$	2,350,000	117,500	\$ 2,350,000	\$ 2,350,000	\$ 117,500	844	844 NRFSL-S20 5,377 m²	5,377 m²
243040 2-4	4	Bentley Avenue	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	\$30,000 \$	1,080,000	\$ 54,000	\$ 830,000	\$ 1,080,000	\$ 54,000	740	740 NRFSL	1,356 m²
243100 5-11	11	Birch Avenue	Dandenong North	Change Of Rating Category	01-Feb-2021	2,000,000 \$	2,500,000	\$ 125,000	\$ 2,000,000	\$ 2,500,000	\$ 125,000	740	740 NRFSL	4,385 m²
245535 32-36	3-36	Coolavin Road	Noble Park North	Noble Park North Change Of Rating Category	01-Feb-2021	1,800,000 \$	1,800,000	000'06 \$	\$ 1,800,000	\$ 1,800,000	000'06 \$	844	844 NRFSL-S20 3,919 m²	3,919 m²
245880 1-9	6	Currajong Street	Dandenong North	Change Of Rating Category	01-Feb-2021	3,400,000 \$	3,400,000	170,000	\$ 3,400,000	\$ 3,400,000	\$ 170,000	844	844 NRFSL-S20 13,913 m²	13,913 m²
246530 2A		Cypress Grove	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	\$ 000'008	800,000	\$ 40,000	\$ 800,000	\$ 800,000	\$ 40,000	844	844 NRFSL-S20 1,112 m²	1,112 m²
247055	2	Edna Avenue	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	450,000 \$	290,000	\$ 29,500	\$ 450,000	\$ 590,000	\$ 29,500	740	740 NRFSL	592 m²
247270	37	37 Elonera Road	Noble Park North	Noble Park North Change Of Rating Category	01-Feb-2021	620,000 \$	620,000	\$ 31,000	\$ 620,000	\$ 620,000	\$ 31,000	844	844 NRFSL-S20 1,903 m	1,903 m²
248310	89	68 Fillmore Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	1,480,000 \$	1,480,000	\$ 74,000	\$ 1,480,000	\$ 1,480,000	\$ 74,000	844	844 NRFSL-S20 2,780 m²	2,780 m²
249580 240-242		Gladstone Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	1,750,000 \$	1,750,000 \$	87,500	\$ 1,750,000	\$ 1,750,000	\$ 87,500	844	844 NRFSL-S20 4,525 m²	4,525 m²

Land Area	0 99,358 m²	1,279 m²	844 NRFSL-S20 26,692 m²	1,117 m²	9,680 m²	48,282 m²	725 m²	1,201 m²	37,777 m²	0 m²	0 m²	3,815 m²	530 m²	626 m²	674 m²	5,150 m²	1,955 m²	3,467 m²	1,310 m²	5,639 m²	1,216 m²	NRFSL-S20 85,067 m²	7,398 m²	0 m²	0 m²	0 m²	0 m²	0 m²	9.068 m²		5,321 m²
FSPL	NRFSL-S20	NRFSL-S20 1,279 m²	NRFSL-S2	844 NRFSL-S20 1,117 m²	844 NRFSL-S20 9,680 m²	723.2 NRFSL	NRFSL	271.1 RAFSL	NRFSL-S20	RAFSL	RAFSL	844 NRFSL-S20 3,815 m²	NRFSL	NRFSL	NRFSL	NRFSL-S20	NRFSL	NRFSL-S20	NRFSL	844 NRFSL-S20 5,639 m²	NRFSL	NRFSL-S2(	NRFSL	RAFSL	RAFSL	RAFSL	RAFSL	RAFSL	844 NRFSL-S20	740 NRFSL	844 NRFSL-S20 5,321 m²
New AVPCC	844	844	844	844	844	723.2	742	271.1	844	120	120	844	742	781	742	844	280	844	720	844	750	844	740	131	131	131	131	131	844	740	844
Prev AVPCC	844	844	844	844	844	723.2	742	271.1	844	120.3	120.3	844	742	781	742	844	280	844	720	844	750	844	740	131	131	131	131	131	844	740	844
Pending Supp NAV	\$ 1,098,000	\$ 26,500	350,000	\$ 40,000	125,000	\$ 850,000	28,000	\$ 83,000	\$ 370,000	\$ 19,000	\$ 19,000	\$ 87,500	\$ 38,000	\$ 26,500	\$ 34,500	\$ 115,000	\$ 49,000	82,500	92,000	\$ 97,500	\$ 46,500	\$ 875,000	\$ 180,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 127,500	\$ 283,500	110,000
Pending Supp CIV	21,960,000	-	\$ 7,000,000 \$	\$ 800,000	\$ 2,500,000 \$	\$ 17,000,000	\$ 000'099	1,560,000	\$ 7,400,000	380,000	380,000	1,750,000	200,000	\$ 530,000	000'069	2,300,000	\$ 980,000	1,650,000 \$	1,140,000 \$	\$ 1,950,000	000'086	17,500,000	3,600,000	300,000	300,000	300,000	300,000	000'000	2,550,000	_	2,200,000 \$
Pending Supp SV	21,960,000	230,000	6,700,000	800,000	2,500,000	13,000,000	200,000	770,000	7,400,000	250,000	250,000	1,750,000	430,000	460,000	480,000	2,300,000	000'086	1,650,000	820,000	1,950,000	790,000	17,500,000	3,150,000	155,000	160,000	160,000	155,000	160,000	2,550,000	4,770,000	2,200,000 \$
Current NAV	1,098,000 \$	26,500 \$	350,000 \$	40,000 \$	125,000 \$	\$ 000'058	28,000 \$	\$ 000'88	370,000 \$	27,000 \$	27,000 \$	\$ 005'28	38,000	26,500 \$	34,500 \$	115,000 \$	49,000 \$	82,500 \$	\$ 000'25	97,500 \$	46,500 \$	\$75,000 \$	180,000 \$	16,000 \$	16,500 \$	16,500 \$	16,000 \$	16,500 \$	127,500 \$		110,000 \$
Current	21,960,000	230,000 \$	7,000,000	\$ 000,008	2,500,000 \$	17,000,000 \$	\$ 000,000	1,560,000 \$	7,400,000 \$	540,000 \$	540,000 \$	1,750,000 \$	760,000	\$ 000'009	\$ 000'069	2,300,000 \$	\$ 000'086	1,650,000 \$	1,140,000 \$	1,950,000 \$	\$ 000'086	17,500,000 \$	3,600,000	320,000	330,000	330,000 \$	320,000	\$ 000'088	2,550,000 \$	-	2,200,000 \$
Current SV	21.960,000 \$	\$ 000'089	\$ 000,000	\$ 000,008	2,500,000 \$	13,000,000 \$	\$ 000,000	\$ 000'022	7,400,000 \$	250,000 \$	250,000 \$	1,750,000 \$	430,000 \$	460,000 \$	480,000 \$	2,300,000 \$	\$ 000'086	1,650,000 \$	820,000 \$	1,950,000 \$	790,000	17,500,000 \$	3,150,000 \$	155,000 \$	160,000 \$	160,000 \$	155,000 \$	160,000 \$	2,550,000 \$	4,770,000 \$	2,200,000 \$
Supp Effective Date	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Jul-2020 \$	01-Jul-2020 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Jul-2020 \$	01-Jul-2020 \$	01-Jul-2020 \$	01-Jul-2020 \$	01-Jul-2020 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$					
Supp Reason	Change Of Rating Category	Dandenong North Change Of Rating Category	Change Of Rating Category	Change Of Rating Category	Adjustment - Objection/appeal	Dandenong North Adjustment - Objection/appeal	Nobie Park North Change Of Rating Category	Change Of Rating Category	Dandenong North Change Of Rating Category	Change Of Rating Category	Dandenong North Change Of Rating Category	Dandenong North Change Of Rating Category	Change Of Rating Category	Dandenong North Change Of Rating Category	Dandenong North Change Of Rating Category	Dandenong North Adjustment - Objection/appeal	Dandenong North Adjustment - Objection/appeal	Adjustment - Objection/appeal	Dandenong North   Adjustment - Objection/appeal	Dandenong North Adjustment - Objection/appeal	Change Of Rating Category	Dandenong North Change Of Rating Category	Dandenong North   Change Of Rating Category								
Suburb	Noble Park North	Noble Park North	Noble Park North	Dandenong North	Dandenong North	Noble Park North	Dandenong North	Noble Park	Noble Park North	Dandenong North	Dandenong North	Noble Park North	Noble Park North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North	Dandenong North
Street	57 Halton Road	43 Heyington Crescent	25 Jacksons Road	Kandra Street	Madison Avenue	Manning Drive	7 Maureen Court	Princes Highway	326 Princes Highway	Saintsbury Crescent	Saintsbury Crescent	54 Shelton Crescent	3 Singleton Place	9 Avril Street	41 Bellbrook Drive	Booth Crescent	Brady Road	Briar Hurst Avenue	18 Brunet Street	Cardinia Close	Carlton Road	80 Carlton Road	Gladstone Road	Gladstone Road	Gladstone Road	Gladstone Road	Gladstone Road	Gladstone Road	301 Gladstone Road	307 Gladstone Road	7 Golding Court
Property Street No.	249995 57		252470 125	254245 20-22	256615 21-31	256740 13-17	257385 7	260600 373-375	260650 328	262575 1/1	262580 2/1	263335 54	263545 3	266815 9	267140 41	267750 19-25	268610 39-43	269410 13-19	269655 18	269870 1-9	270215 85-87	270590 80	275380 123-137	275695 1/245	275700 2/245	275705 3/245	275710 4/245	275715 5/245			276345 7

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Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current CIV	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New AVPCC FSPL	. Land Area
276705 1/1479	1/1479	Heatherton Road	Dandenong North	Adjustment - Objection/appeal	01-Jul-2020 \$	180,000 \$	340,000	\$ 17,000	\$ 180,000	\$ 275,000	\$ 13,750	131	131 RAFSL	0 m²
276710 2/1479	2/1479	Heatherton Road	Dandenong North	indenong North Adjustment - Objection/appeal	01-Jul-2020 \$	180,000 \$	340,000	\$ 17,000	\$ 180,000	\$ 275,000	\$ 13,750	131	131 RAFSL	0 m²
278540	Ą	Kriegel Way	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	2,600,000 \$	2,700,000	135,000	\$ 2,600,000	\$ 2,700,000	\$ 135,000	720.4	720.4 NRFSL	16,187 m²
280480 70A	70A	Mcfees Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	2,000,000 \$	2,250,000	\$ 112,500	\$ 2,000,000	\$ 2,250,000	\$ 112,500	712	712 NRFSL	4,459 m²
280555 98-100	98-100	Mcfees Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	710,000 \$	1,480,000	\$ 74,000	\$ 710,000	\$ 1,480,000	\$ 74,000	750	750 NRFSL	1,171 m²
280755	36	Mckeon Circuit	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	1,750,000 \$	1,750,000 \$	\$ 87,500	\$ 1,750,000	\$ 1,750,000	\$ 87,500	844	844 NRFSL-S20 4,509 m²	20 4,509 m²
281280 41A	41A	Menzies Avenue	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	4,950,000 \$	5,500,000	\$ 275,000	\$ 4,950,000	\$ 5,500,000	\$ 275,000	844	844 NRFSL-5	844 NRFSL-S20 11,791 m²
281595 1-7	1-7	Milan Court	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	1,950,000 \$	2,250,000	\$ 112,500	\$ 1,950,000	\$ 2,250,000	\$ 112,500	712	712 NRFSL	6,218 m²
282965	196	99 Outlook Drive	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	\$ 000'000'9	5,000,000	\$ 250,000	\$ 5,000,000	\$ 5,000,000	\$ 250,000	844	844 NRFSL-5	844 NRFSL-S20 57,018 m²
283345 255-265	255-265	Outlook Drive	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	2,750,000 \$	3,000,000	150,000	\$ 2,750,000	\$ 3,000,000	\$ 150,000	740	740 NRFSL	6,798 m²
283555	22	70 Outlook Drive	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	620,000 \$	800,000	\$ 40,000	\$ 620,000	\$ 800,000	\$ 40,000	720.4	720.4 NRFSL	1,208 m²
283710 1/128	1/128	Outlook Drive	Dandenong North	Dandenong North Adjustment - Objection/appeal	01-Jul-2020 \$	260,000 \$	570,000	\$ 28,500	\$ 260,000	\$ 450,000	\$ 22,500	120.3	120 RAFSL	0 m²
284845		20 Pitman Street	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	1,750,000 \$	1,750,000	\$ 87,500	\$ 1,750,000	\$ 1,750,000	\$ 87,500	844	844 NRFSL-S20 3,311 m²	20 3,311 m²
287835	270	270 Stud Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	2,940,000 \$	11,370,000	\$ 568,500	\$ 2,940,000	\$ 11,370,000	\$ 568,500	820.4	820.4 NRFSL	221,400 m²
289305 9-13	9-13	Thornton Court	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	4,150,000 \$	4,150,000	\$ 207,500	\$ 4,150,000	\$ 4,150,000	\$ 207,500	844	844 NRFSL-S20	.20 16,299 m²
291055	0,	Airlie Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	480,000 \$	490,000	\$ 25,000	\$ 480,000	\$ 490,000	\$ 25,000	131	211.3 RAFSL	639 m²
291220	16	16 Airlie Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'009	520,000	\$ 26,000	\$ 500,000	\$ 520,000	\$ 26,000	110.5	110.5 RAFSL	660 m²
291655		85 Amberley Crescent	Dandenong South	Change Of Rating Category	01-Feb-2021 \$	910,000 \$	910,000	\$ 45,500	\$ 910,000	\$ 910,000	\$ 45,500	844	844 NRFSL-5	844 NRFSL-S20 2,759 m²
293375 100-130	100-130	Box Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	21,000,000 \$	21,000,000	\$ 1,050,000	\$ 21,000,000	\$ 21,000,000	\$ 1,050,000	844	844 NRFSL-5	844 NRFSL-S20 73,021 m²
294505 5-11	5-11	Caroline Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	26,250,000 \$	31,500,000	\$ 1,575,000	\$ 26,250,000	\$ 31,500,000	\$ 1,575,000	721.3	721.3 NRFSL	84,895 m²
295350	36	95 Cleeland Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	2,000,000 \$	2,000,000	\$ 100,000	\$ 2,000,000	\$ 2,000,000	\$ 100,000	844	844 NRFSL-S20 3,875 m²	20 3,875 m²
295925	36	92 Cleeland Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	710,000 \$	750,000	\$ 37,500	\$ 670,000	\$ 700,000	\$ 35,000	271.3	110 RAFSL	760 m²
296365 7/57	1/57	Clow Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	75,000 \$	250,000	\$ 12,500	\$ 75,000	\$ 235,000	\$ 11,750	125.3	125 RAFSL	0 m²
296795	117	17 Clow Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	19,000,000 \$	19,000,000	\$ 950,000	\$ 19,000,000	\$ 19,000,000	\$ 950,000	844	844 NRFSL-5	844 NRFSL-S20 152,300 m²
297525	223	223 David Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	480,000 \$	480,000	\$ 24,000	\$ 480,000	\$ 480,000	\$ 24,000	844	844 NRFSL-S20 3,599 m²	20 3,599 m²
298080	194	194 David Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	750,000 \$	750,000	\$ 37,500	\$ 750,000	\$ 750,000	\$ 37,500	844	844 NRFSL-5	844 NRFSL-S20 44,780 m²
300510	160	160 Foster Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	5,200,000 \$	6,200,000	\$ 310,000	\$ 5,200,000	\$ 6,200,000	\$ 310,000	740	740 NRFSL	8,082 m²
300545 184-186	184-186	Foster Street East	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,190,000 \$	1,860,000	\$ 93,000	\$ 1,190,000	\$ 1,860,000	\$ 93,000	750	750 NRFSL-\$	750 NRFSL-S20 2,788 m²
300590	204	204 Foster Street East	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'022	770,000	\$ 38,500	\$ 770,000	\$ 770,000	\$ 38,500	844	844 NRFSL-S20 913 m²	20 913 m²
301610 41-75	41-75	Gladstone Road	Dandenong	Change Of Rating Category	01-Feb-2021 \$	11,000,000 \$ 6 of 17	15,000,000 \$	750,000	\$ 11,000,000 \$	15,000,000	\$ 750,000	723.2	723.2 NRFSL	33,636 m²

				Date	۸۵	25	NAV	Supp SV	Supp CIV	Supp NAV	AVPCC	AVPCC	
7	77 Gladstone Road	Dandenong	Change Of Rating Category	01-Feb-2021 \$	450,000 \$	540,000	\$ 27,000	\$ 450,000	\$ 540,000	\$ 27,000	0 742	742 NRFSL	643 m²
+	12 Glenys Court	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	\$ 000'099	610,000	\$ 30,500	\$ 550,000	\$ 570,000	\$ 28,500	0 110.3	110 RAFSL	781 m²
154	545 Heatherton Road	Dandenong North	Adjustment - Objection/appeal	01-Jul-2020 \$	440,000 \$	220,000	\$ 27,500	\$ 440,000	\$ 460,000	\$ 23,000	0 110.3	110 RAFSL	585 m²
304300 1556-1562	Heatherton Road	Dandenong	Change Of Rating Category	01-Feb-2021 \$	12,000,000 \$	12,000,000	\$ 600,000	\$ 12,000,000	\$ 12,000,000	\$ 600,000	944	844 NRFSL-S20	320 48,313 m²
304600 17-19	Herbert Street	Dandenong	Change Of Rating Category	01-Feb-2021	1,850,000 \$	2,750,000	\$ 137,500	\$ 1,850,000	\$ 2,750,000	\$ 137,500	0 740	740 NRFSL	3,462 m²
	Hopkins Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	290,000 \$	430,000	\$ 21,500	\$ 290,000	\$ 430,000	\$ 21,500	0 740	740 NRFSL	246 m²
-	10 Ingrid Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'029	000'086	\$ 46,500	\$ 670,000	\$ 930,000	\$ 46,500	0 712	712 NRFSL	1,017 m²
306865 23-29	James Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,750,000 \$	2,300,000	\$ 115,000	\$ 1,750,000	\$ 2,300,000	\$ 115,000	0 740	740 NRFSL	3,550 m²
307030 55-57	James Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,650,000 \$	1,900,000	\$ 95,000	\$ 1,650,000	\$ 1,900,000	\$ 95,000	0 740	740 NRFSL	0 m²
307665 98-100	James Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,380,000 \$	2,100,000	\$ 105,000	\$ 1,380,000	\$ 2,100,000	\$ 105,000	0 740	740 NRFSL	3,028 m²
	King Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	King Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	King Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	King Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
6	34 King Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'029	000'029	\$ 32,500	\$ 530,000	\$ 650,000	\$ 32,500	0 781	781 NRFSL	638 m²
2	51 Langhorne Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,700,000 \$	1,850,000	\$ 92,500	\$ 1,700,000	\$ 1,850,000	\$ 92,500	0 831	831 NRFSL	2,226 m²
310365 55-59	Langhorne Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	3,650,000 \$	4,050,000	\$ 202,500	\$ 3,650,000	\$ 4,050,000	\$ 202,500	0 740	740 NRFSL	6,726 m²
	Langhorne Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	440,000 \$	740,000	\$ 46,400	\$ 440,000	\$ 560,000	\$ 40,000	0 220.1	220 RAFSL	0 m²
310710 3/24	Langhorne Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	440,000 \$	740,000	\$ 46,400	\$ 440,000	\$ 560,000	\$ 40,000	0 210.4	210.4 RAFSL	0 m²
	7 Leonard Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	170,000 \$	300,000	\$ 15,000	\$ 170,000	\$ 300,000	\$ 15,000	0 110.3	210 RAFSL	186 m²
	9 Leonard Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	170,000 \$	270,000	\$ 13,500	\$ 170,000	\$ 270,000	\$ 13,500	0 120.6	210 RAFSL	185 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	110,000 \$	250,000	\$ 12,500	\$ 110,000	\$ 210,000	\$ 10,500	0 125.3	125 RAFSL	0 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	110,000 \$	250,000	\$ 12,500	\$ 110,000	\$ 210,000	\$ 10,500	0 125.3	125 RAFSL	0 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	Market Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	125,000 \$	280,000	\$ 14,000	\$ 125,000	\$ 250,000	\$ 12,500	0 125.3	125 RAFSL	0 m²
	13 Market Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'088	1,080,000	\$ 54,000	\$ 880,000	\$ 1,080,000	\$ 54,000	0 715	715 NRFSL	1,114 m²
313765 77-91	Mccrae Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	8,300,000 \$	8,300,000	\$ 415,000	\$ 8,300,000	\$ 8,300,000	\$ 415,000	0 723.2	723.2 NRFSL	16,541 m²
6	66 Mccrae Street	Dandenong	Change Of Rating Category	01-Feb-2021	1 340 000 \$	1 550 000	27.500	1340000	4 550 000	41 100		101	

Land Area	1,449 m²	846 m²	2,469 m²	619 m²	4,743 m²	0 m²	89,971 m²	3,190 m²	0 m²	613 m²	613 m²	1,594 m²	823 m²	43,648 m²	1,340 m²	154,433 m²	263,094 m²	1,935 m²	1,847 m²	0 m²	0 m²	0 m²	0 m²	1,082 m²	1,003 m²	1,062 m²	686 m²	1,521 m²	929 m²	774 m²
FSPL	NRFSL	RAFSL	RAFSL	NRFSL	RAFSL	RAFSL	NRFSL-S20	NRFSL-S20 3,190 m²	NRFSL	NRFSL-S20	NRFSL-S20 613 m²	NRFSL-S20 1,594 m²	NRFSL	NRFSL-S20 43,648 m²	NRFSL	NRFSL-S20 154,433 m²	NRFSL-S20	RAFSL	NRFSL	RAFSL	RAFSL	RAFSL	RAFSL	RAFSL	RAFSL	NRFSL-S20	NRFSL	740 NRFSL	NRFSL-S20	740 RAFSL
New AVPCC	740 1	310.4 F	320 F	742	220 F	310 F	844	844	742 1	844	844	844	713 1	844 1	742	844	844 1	321.3 F	712 1	120 F	210.3 F	310.5	210.3 F	300	300	844	742	740 1	844 1	740 F
Prev AVPCC	740	284	284	742	150.1	210.1	844	844	742	844	844	844	715	844	742	844	844	284	712	120.3	310.3	210.3	310.5	210.7	284	844	742	740	844	740
Pending Supp NAV	\$ 41,100	40,500	\$ 86,900	\$ 32,000	\$ 140,000	\$ 60,000	\$ 877,000	\$ 75,000	\$ 16,000	\$ 32,000	\$ 31,500	\$ 71,000	\$ 37,500	\$ 550,000	\$ 40,000	\$ 475,000	\$ 495,000	\$ 38,900	\$ 56,000	\$ 19,000	\$ 19,500	\$ 24,200	\$ 51,200	\$ 38,000	\$ 38,000	\$ 35,500	\$ 29,000	\$ 43,600	\$ 25,500	26,500
Pending Supp CIV	\$ 720,000	\$ 810,000	1,460,000	\$ 640,000	\$ 2,800,000	\$ 880,000	\$ 17,540,000	\$ 1,500,000	\$ 320,000	\$ 640,000	\$ 630,000	\$ 1,420,000	\$ 750,000	\$ 11,000,000	\$ 800,000	000'009'6 \$	000'006'6	\$ 770,000	\$ 1,120,000	\$ 380,000	\$ 390,000	\$ 450,000	\$ 860,000	\$ 760,000	\$ 760,000	\$ 710,000	\$ 280,000	\$ 690,000	\$ 510,000	\$ 530,000 \$
Pending Supp SV	\$ 700,000	200'099	1,000,000	\$ 470,000	\$ 1,850,000	\$ 308,000	\$ 17,540,000	\$ 1,500,000	\$ 280,000	\$ 640,000	\$ 630,000	\$ 1,420,000	200,000	\$ 10,500,000	\$ 630,000	\$ 9,200,000	000'008'6	\$ 770,000	\$ 950,000	\$ 155,000	\$ 185,000	\$ 191,000	\$ 404,000	\$ 760,000	\$ 760,000	\$ 710,000	\$ 540,000	\$ 654,000	\$ 510,000	\$ 503,000 \$
Current	\$ 41,100	\$ 40,500	\$ 86,900	\$ 32,000 \$	\$ 140,000	\$ 000'09	\$ 877,000	\$ 75,000	\$ 16,000	\$ 32,000	\$ 31,500	\$ 71,000	\$ 37,500	\$ 550,000	\$ 40,000	\$ 475,000	\$ 495,000	\$ 38,900	\$ 56,000	\$ 20,000	\$ 19,500	\$ 24,200	\$ 51,200	\$ 38,000	\$ 38,000	\$ 35,500	\$ 29,000	\$ 43,600	\$ 25,500	\$ 26,500
Current CN	720,000	810,000	1,460,000	640,000	2,800,000	880,000	17,540,000	1,500,000	320,000	640,000	630,000	1,420,000	750,000	11,000,000	800,000	9,500,000	000'006'6	770,000	1,120,000	400,000	390,000	450,000	860,000	760,000	760,000	710,000	580,000	000'069	510,000	530,000
Current SV	\$ 000'002	\$ 000'099	1,000,000	470,000 \$	1,850,000 \$	308,000	17,540,000 \$	1,500,000 \$	280,000 \$	640,000 \$	630,000 \$	1,420,000 \$	\$ 000'069	10,500,000 \$	\$ 000'029	\$,200,000	\$ 000'008'6	\$ 000'022	\$ 000'096	155,000 \$	185,000 \$	191,000 \$	404,000 \$	\$ 000'092	760,000	710,000 \$	540,000 \$	654,000 \$	510,000 \$	503,000 \$
Supp Effective Date	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021	01-Feb-2021 \$	01-Jul-2020 \$	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021 \$	01-Feb-2021	01-Feb-2021	01-Feb-2021 \$									
Supp Reason	Change Of Rating Category	AVPCC Change by Occupancy	Change Of Rating Category	Dandenong North Change Of Rafing Category	Change Of Rating Category	AVPCC Change by Occupancy	Change Of Raing Category	Adjustment - Objection/appeal	Change Of Rating Category	Change Of Rating Category	Change Of Raing Category	Change Of Rating Category																		
Suburb	Dandenong	Dandenong North	Dandenong	Dandenong	Noble Park	Dandenong	Keysborough	Keysborough	Keysborough	Keysborough	Noble Park	Dandenong	Dandenong	Dandenong	Dandenong															
Street	Patrona Street	Plunkett Road	Plunkett Road	67 Power Street	120 Princes Highway	Princes Highway	174 Lonsdale Street	35 Simpson Drive	11 Southdean Street	12 Stuart Street	14 Stuart Street	16 Stuart Street	62 Stud Road	21 Trewin Street	7 Wilson Street	Alexander Avenue	Bennet Street	Bennet Street	Canberra Avenue	Chandler Road	33 Cheltenham Road	Cheltenham Road	Cheltenham Road	97 Cheltenham Road	199 Cheltenham Road	2 Cleal Court	45 Dalgety Street	50 Dandenong Street	Dawn Avenue	28 Egan Road
Street No.	9-11	4	10-12		120	318890 4/200-206	174	35	11	12	14	16	62	21	7	6-22	2-20	46		7/41		334755 6/189-191	334795 14/189-191		199	2	45	90		28
Property No.	316760 9-11	317050	317070 10-12	317340	318585	318890	319320	321345	321705	321735	321740	321745	323190	324635	326520	327355 6-22	329435 2-20	329470	332750 21-23	333430 7/41	334470	334755	334795	334805	334810	335355	336950	337505	337600 27-35	339290

Property Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current CIV	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New F	FSPL	Land Area
340235 5-7	Fifth Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	810,000 \$	1,060,000	\$ 23,000 \$	810,000	\$ 1,060,000	\$ 53,000	715	715 NRFSI		1,379 m²
341370 146-148	Frankston Dandenong Road Da	Dandenong South	indenong South Change Of Rating Category	01-Feb-2021 \$	\$ 000'609	730,000	\$ 6,800 \$	000'609	\$ 730,000	\$ 56,800	215	320.1 RAFSL	Sr 0 m²	24
342230	13 Goodman Drive	Noble Park	Change Of Rating Category	01-Feb-2021 \$	1,500,000 \$	1,500,000	\$ 75,000 \$	1,500,000	1,500,000	\$ 75,000	844	844 NRF	844 NRFSL-S20 3,036 m²	36 m²
342665	86 Goodman Drive	Noble Park	Change Of Rating Category	01-Feb-2021 \$	1,480,000 \$	1,480,000	74,000 \$	1,480,000	\$ 1,480,000	\$ 74,000	844	844 NRF	844 NRFSL-S20 2,940 m²	740 m²
343045 305-311	Greens Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	4,590,000 \$	4,590,000	229,500 \$	4,590,000 \$	4,590,000	\$ 229,500	117	303 RAFSL		20,000 m²
343060 329-335	Greens Road	Keysborough	Change Of Rating Category	01-Feb-2021	1,848,000 \$	2,459,000	122,950 \$	1,848,000	\$ 2,459,000	\$ 122,950	740	740 NRFSL		20,000 m²
343065 337-343	Greens Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,880,000 \$	1,880,000	94,000 \$	1,880,000 \$	1,880,000	\$ 94,000	740	740 NRFSL		20,300 m²
343315	3 Haldane Street	Keysborough	Change Of Rating Category	01-Feb-2021	1,440,000 \$	1,440,000	72,000 \$	1,440,000	\$ 1,440,000	\$ 72,000	844	844 NRFSL-S20	SL-S20 2,8	2,854 m²
344415	66 Hammond Road	Dandenong	Change Of Rating Category	01-Feb-2021	1,050,000 \$	1,200,000	\$ 000'09	1,050,000 \$	1,200,000	\$ 60,000	750	750 NRF	750 NRFSL-S20 2,174 m²	74 m²
347420 24-28	Hutton Street	Dandenong	Change Of Rating Category	01-Feb-2021	1,060,000 \$	1,320,000	\$ 000'99	1,060,000 \$	1,320,000	\$ 66,000	740	740 NRFSL		1,620 m²
347450 38-40	Hutton Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 000'009	910,000	\$ 006'89	000'009	\$ 910,000	\$ 58,900	741	741 NRFSI		1,093 m²
348425 31A	Joffre Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	1,900,000	2,450,000	122,500 \$	1,900,000	2,450,000	\$ 122,500	720.5	720.5 NRFSI		4,662 m²
349715	44 Keating Crescent	Dandenong	Change Of Rating Category	01-Feb-2021 \$	470,000 \$	470,000	23,500 \$	470,000 \$	470,000	\$ 23,500	844	844 NRF	844 NRFSL-S20 607 m²	7 m²
350660	30 King George Parade	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	740,000 \$	930,000	46,500 \$	760,000	\$ 950,000	\$ 47,500	110.3	110 RAFSL		1,114 m²
351845	164 Kirkham Road	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,950,000 \$	2,450,000	122,500 \$	1,950,000	\$ 2,450,000	\$ 122,500	740	740 NRFSI		5,814 m²
353325 86A	Liege Avenue	Noble Park	Change Of Rating Category	01-Feb-2021 \$	460,000 \$	460,000	\$ 23,000 \$	460,000 \$	460,000	\$ 23,000	844	844 NRF	844 NRFSL-S20 504 m²	4 m²
355120 1-3	Marion Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,180,000 \$	1,180,000	\$ 000'69	1,180,000	1,180,000	\$ 59,000	280	280 NRFSI		2,084 m²
355580 2-8	Maurice Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,310,000 \$	1,650,000	\$ 82,500 \$	1,310,000	\$ 1,650,000	\$ 82,500	740	740 NRFSL		3,010 m²
355775	10 Maxwell Court	Noble Park	Change Of Rating Category	01-Feb-2021 \$	1,340,000 \$	1,340,000 \$	\$ 000'29	1,340,000 \$	1,340,000	\$ 67,000	844	844 NRF	844 NRFSL-S20 3,163 m²	63 m²
356370 1-3	Morwell Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	750,000 \$	2,450,000	122,500 \$	750,000	\$ 2,450,000	\$ 122,500	740	740 NRFSL		1,155 m²
356560 2A	Morwell Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,420,000 \$	1,420,000 \$	71,000 \$	1,420,000 \$	1,420,000	\$ 71,000	844	844 NRF	844 NRFSL-S20 4,173 m²	73 m²
358125	1 Parkmore Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	810,000 \$	810,000	\$ 40,500 \$	810,000	\$ 810,000	\$ 40,500	844	844 NRFSL-S20	SL-S20 1,4	1,400 m²
360220	51 Potter Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,450,000 \$	1,600,000	\$ 000'08	1,450,000 \$	1,600,000	\$ 80,000	740	740 NRFSI		3,029 m²
360225	53 Potter Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	540,000 \$	770,000	38,500 \$	540,000 \$	270,000	\$ 38,500	742	742 NRFSL		603 m²
361275 61A	Princes Highway	Dandenong	Change Of Rating Category	01-Feb-2021 \$	9,200,000	9,400,000	\$ 470,000 \$	9,200,000	\$ 9,400,000	\$ 470,000	844	844 NRF	844 NRFSL-S20 39,104 m²	104 m²
364705	19 Rylands Road	Dandenong	Change Of Rating Category	01-Feb-2021 \$	2,000,000 \$	2,000,000	100,000 \$	2,000,000 \$	2,000,000	\$ 100,000	844	844 NRF	844 NRFSL-S20 6,540 m²	340 m²
366175 2A	Southbourne Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	440,000 \$	440,000	\$ 22,000 \$	440,000	\$ 440,000	\$ 22,000	844	844 NRF	844 NRFSL-S20 779 m²	9 m <sub>2</sub>
366315	8 Springside Crescent	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,390,000 \$	1,700,000	\$ 85,000 \$	1,390,000 \$	1,700,000	\$ 85,000	720.4	720.4 NRFSL		2,479 m²
371950	66 Wilma Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	125,000 \$	125,000	6,250 \$	125,000	\$ 125,000	\$ 6,250	844	844 NRFSL-S20		271 m²
372130 1/3	Woomera Avenue	Keysborough	Adjustment - Objection/appeal	01-Jul-2020 \$	270,000 \$	370,000 \$	18,500 \$	270,000 \$	345,000	\$ 17,250	131	131 RAFSL	SL 0 m²	n²
					5									

Property					Supp Effective	Current	Current	Current	Pending	Pending	Pending	Prev	New	
No.	Street NO.	199110	gungno	oupp reason	Date	SV	CN	NAV	Supp SV	Supp CIV	Supp NAV	AVPCC	AVPCC LSFL	Lallu Area
372280 10-14	10-14	Woomera Avenue	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 1,550,000 \$	1,550,000	\$ 77,500	\$ 1,550,000	\$ 1,550,000	\$ 77,500	844	844 NRFSL-S20	20 3,457 m²
373630 1	373630 19/291-303	Frankston Danderong Road Danderong South Change Of Rating Category	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 2,078,000 \$	\$ 4,430,000	\$ 307,000	\$ 2,078,000	\$ 4,430,000	\$ 307,000	310.5	310.5 RAFSL	0 m²
373700 493-497	493-497	Frankston Dandenong Road	Dandenong South	Frankston Dandenong Road Dandenong South Adjustment - Objection/appeal	01-Jul-2020	\$ 5,090,000	2,090,000	\$ 254,500	\$ 4,280,000	\$ 4,280,000	\$ 214,000	118	110.5 RAFSL	17,030 m²
375095	-	Jayne Court	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 630,000 \$	200,000	\$ 36,000	\$ 630,000	\$ 720,000	\$ 36,000	740	740 NRFSL	1,515 m²
377430 1A	1A	Stanley Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 240,000 \$	\$ 240,000 \$	12,000	\$ 240,000	\$ 240,000	\$ 12,000	844	844 NRFSL-S20 997 m²	20 997 m²
378895 2/3	2/3	Woomera Avenue	Keysborough	Adjustment - Objection/appeal	01-Jul-2020	\$ 330,000 \$	\$ 450,000	\$ 22,500	\$ 330,000	\$ 395,000	\$ 19,750	131	131 RAFSL	0 m²
381165 33-45	33-45	Hallam Valley Road	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 1,050,000 \$	1,050,000	\$ 52,500	\$ 1,050,000	\$ 1,050,000	\$ 52,500	844	844 NRFSL-S	844 NRFSL-S20 19,400 m²
381300 2/29	2/29	Windsor Avenue	Springvale	Adjustment - Objection/appeal	01-Jul-2020	\$ 270,000 \$	\$ 390,000	\$ 19,500	\$ 215,000	\$ 275,000	\$ 15,400	220.1	220.1 RAFSL	0 m²
382275 147A	147A	Brady Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021	\$ 710,000 \$	2 710,000	\$ 35,500	\$ 710,000	\$ 710,000	\$ 35,500	844	844 NRFSL-S20 4,527 m²	20 4,527 m²
383885 8-12	8-12	Dalgety Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 1,550,000 \$	\$ 2,150,000	\$ 107,500	\$ 1,550,000	\$ 2,150,000	\$ 107,500	740	740 NRFSL	3,306 m²
384565 2/12	2/12	St Johns Avenue	Springvale	Adjustment - Objection/appeal	01-Jul-2020	\$ 000'026	000'026	\$ 48,500				131	10 NRNL	0 m²
384935 139-145	139-145	David Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 2,400,000 \$	\$ 3,150,000	\$ 157,500	\$ 2,400,000	\$ 3,150,000	\$ 157,500	740	740 NRFSL	6,222 m²
385625 81-83	81-83	Hennessy Way	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021	\$ 355,000 \$	\$ 355,000	\$ 17,750	\$ 355,000	\$ 355,000	\$ 17,750	844	844 NRFSL-S20 1,310 m²	20 1,310 m²
385690 62-68	62-68	Hennessy Way	Dandenong North	Change Of Raing Category	01-Feb-2021	\$ 650,000 \$	000'059 \$	\$ 32,500	\$ 650,000	\$ 650,000	\$ 32,500	844	844 NRFSL-S20 1,201 m²	20 1,201 m²
385950 55-61	55-61	Thomas Street	Noble Park	Change Of Rating Category	01-Feb-2021	1,060,000 \$	1,060,000	\$ 53,000	\$ 1,060,000	\$ 1,060,000	\$ 53,000	844	844 NRFSL-S20 1,650 m²	20 1,650 m²
386375 1	386375 1472-1478	Heatherton Road	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 1,170,000 \$	1,800,000	000'06 \$	\$ 1,170,000	\$ 1,800,000	000'06 \$	740	740 NRFSL	2,528 m²
387820	2	Patchell Road	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 3,700,000 \$	3,700,000	\$ 185,000	\$ 3,700,000	\$ 3,700,000	\$ 185,000	844	844 NRFSL-S20 9,242 m²	20 9,242 m²
387835		3 Hennessy Way	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021	1,000,000 \$	\$ 1,000,000	\$ 50,000	1,000,000	\$ 1,000,000	\$ 50,000	844	844 NRFSL-S20 2,679 m²	20 2,679 m²
388355 17-19	17-19	Namur Street	Noble Park	Change Of Rating Category	01-Feb-2021	\$ 1,750,000 \$	\$ 1,750,000	\$ 87,500	\$ 1,750,000	\$ 1,750,000	\$ 87,500	844	844 NRFSL-S20 3,504 m²	20 3,504 m²
388425	96	Remington Drive	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 30,000 \$	30,000	\$ 1,500	\$ 30,000	\$ 30,000	\$ 1,500	844	844 NRFSL-S20 247 m²	20 247 m²
390705 168-222	168-222	Clarke Road	Springvale South	Springvale South Change Of Rating Category	01-Feb-2021	\$ 100,000 \$	100,000	\$ 5,000	\$ 100,000	\$ 100,000	\$ 5,000	482	482 RAFSL	254,500 m²
391355	6	Albert Avenue	Springvale	Change Of Rating Category	01-Feb-2021	\$ 000'099	000'058	\$ 42,500	\$ 660,000	\$ 850,000	\$ 42,500	742	742 NRFSL	450 m²
391365		3 Albert Avenue	Springvale	Change Of Rating Category	01-Feb-2021	\$ 2,400,000 \$	\$ 2,550,000	\$ 127,500	\$ 2,400,000	\$ 2,550,000	\$ 127,500	740	740 NRFSL	2,843 m²
391435 \$	391435 Suffix B 8/2A	Westall Road	Springvale	Adjustment - Objection/appeal	01-Jul-2020	\$ 166,000 \$	770,000	\$ 41,800	\$ 166,000	\$ 730,000	\$ 39,000	310.5	310.5 RAFSL	0 m²
391465	391465 Suffix C 6/2A	Westall Road	Springvale	Adjustment - Objection/appeal	01-Jul-2020	\$ 202,000 \$	000'086	\$ 50,700	\$ 202,000	\$ 870,000	\$ 45,000	310.5	310.5 RAFSL	0 m²
393040		62 Ventura Place	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 1,390,000 \$	1,390,000	\$ 69,500	\$ 1,390,000	\$ 1,390,000	\$ 69,500	844	844 NRFSL-S20 17,875 m²	20 17,875 m²
394375 2A	24	Springfield Road	Springvale South	Change Of Rating Category	01-Feb-2021	\$ 80,000	000'08	\$ 4,000	\$ 80,000	\$ 80,000	\$ 4,000	844	844 NRFSL-S20 189 m²	20 189 m²
403395 176-188	176-188	Cleeland Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 19,030,000 \$	19,030,000	\$ 951,500	\$ 19,030,000	\$ 19,030,000	\$ 951,500	844	844 NRFSL-S	844 NRFSL-S20 84,699 m²
404455 19A	19A	Broadoak Street	Noble Park	Change Of Rating Category	01-Feb-2021	\$ 380,000 \$	380,000	\$ 19,000	\$ 380,000	\$ 380,000	\$ 19,000	844	844 NRFSL-S20 1,595 m²	20 1,595 m²
404485		206 Foster Street East	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 550,000 \$	\$ 250,000 \$	27,500	\$ 650,000	920,000	\$ 27,500	844	844 NRFSL-S20 668 m²	20 668 m²

Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New AVPCC FSPL	Land Area
404620 148-150	18-150	Brady Road	Dandenong North	Change Of Rating Category	01-Feb-2021 \$	420,000 \$	420,000	\$ 21,000	\$ 420,000	\$ 420,000	\$ 21,000	844	844 NRFSL-S20	20 2,527 m²
404865 198-206	38-206	Perry Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,810,000 \$	4,190,000	\$ 209,500	\$ 1,810,000	\$ 4,190,000	\$ 209,500	740	740 NRFSL	21,550 m²
409550 88-90	9-90	Monash Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	2,030,000 \$	2,030,000	\$ 101,500	\$ 2,030,000	\$ 2,030,000	\$ 101,500	844	844 NRFSL-S20 12,520 m²	20 12,520 m²
413140 1E		Moishe Circuit	Springvale	Change Of Rating Category	01-Feb-2021 \$	2,150,000 \$	2,150,000	\$ 107,500	\$ 2,150,000	\$ 2,150,000	\$ 107,500	844	844 NRFSL-S20 2,883 m²	20 2,883 m²
416080 1-7	7	South Link	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	290,000 \$	290,000 \$	14,500	\$ 290,000	\$ 290,000	\$ 14,500	844	844 NRFSL-S20 1,551 m²	20 1,551 m²
417080	-	Princeton Drive	Keysborough	Change Of Rating Category	01-Feb-2021 \$	150,000 \$	150,000	\$ 7,500	\$ 150,000	\$ 150,000	\$ 7,500	844	844 NRFSL-S20 507 m²	20 507 m²
420935	2	Princeton Drive	Keysborough	Change Of Rating Category	01-Feb-2021 \$	150,000 \$	150,000	\$ 7,500	\$ 150,000	\$ 150,000	\$ 7,500	844	844 NRFSL-S20 507 m²	20 507 m²
421455 945A	15A	Springvale Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'098	360,000	\$ 18,000	\$ 360,000	\$ 360,000	\$ 18,000	844	844 NRFSL-S20 1,765 m²	20 1,765 m²
421500	108	Rawdon Hill Drive	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021	2,550,000 \$	2,550,000	\$ 127,500	\$ 2,550,000	\$ 2,550,000	\$ 127,500	844	844 NRFSL-S20 10,873 m²	20 10,873 m²
422150 46-58	9-58	Buckingham Avenue	Springvale	Change Of Rating Category	01-Feb-2021 \$	70,000 \$	470,000	\$ 23,500	\$ 70,000	\$ 470,000	\$ 23,500	320.7	210.4 RAFSL	0 m²
423090 1/24	24	Langhorne Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	440,000 \$	740,000	\$ 46,400	\$ 440,000	\$ 560,000	\$ 40,000	210.4	210.4 RAFSL	0 m²
423500 6-12	12	The Water Course	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,050,000 \$	1,050,000	\$ 52,500	1,050,000	\$ 1,050,000	\$ 52,500	844	844 NRFSL-S20 1,415 m²	20 1,415 m²
423985 1-15	15	Pound Road West	Dandenong South	Dandenong South Adjustment - Objection/appeal	01-Jul-2020 \$	5,313,000 \$	8,410,000	\$ 670,000	\$ 5,313,000	\$ 6,840,000	\$ 430,000	310.5	310.5 RAFSL	17,770 m²
424015	189	89 Bangholme Road	Bangholme	Change of Legal Description and/or Sale of Land	01-Feb-2021	8,700,000	8,700,000	\$ 435,000				300	10 NRNL	48,310 m²
424170 1-7		Rodd Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,290,000 \$	1,290,000	\$ 64,500	\$ 1,290,000	\$ 1,290,000	\$ 64,500	280	280 NRFSL	2,255 m²
424175	-	Marriott Drive	Keysborough	Change Of Rating Category	01-Feb-2021 \$	620,000 \$	620,000	\$ 31,000	\$ 620,000	\$ 620,000	\$ 31,000	844	844 NRFSL-S20 2,233 m²	20 2,233 m²
424180 2-4	4	Hemmings Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,350,000 \$	1,350,000	\$ 67,500	\$ 1,350,000	\$ 1,350,000	\$ 67,500	280	280 NRFSL	1,770 m²
424185 4-10	10	Stuart Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'009'9	000'009'9	330,000	\$ 6,600,000	\$ 6,600,000	330,000	280	280 NRFSL	9,932 m²
425580	-	Ordish Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	28,000 \$	28,000	\$ 1,400	\$ 28,000	\$ 28,000	\$ 1,400	844	844 NRFSL-S20 384 m²	30 384 m²
426260 14A	Y.	Albert Park Way	Keysborough	Change Of Rating Category	01-Feb-2021 \$	35,000 \$	35,000	\$ 1,750	\$ 35,000	\$ 35,000	\$ 1,750	844	844 NRFSL-S20	30 36 m²
426265	44	Albert Park Way	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'99	92,000	\$ 2,750	\$ 55,000	\$ 55,000	\$ 2,750	844	844 NRFSL-S20 84 m²	20 84 m²
426270 6A		Albert Park Way	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'029	670,000	\$ 33,500	\$ 670,000	\$ 670,000	\$ 33,500	844	844 NRFSL-S20 921 m²	20 921 m²
427925	185	185 Cleeland Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	310,000 \$	520,000	\$ 26,000	\$ 310,000	\$ 430,000	\$ 21,500	271.3	271.3 RAFSL	312 m²
427990 152E	52E	Chapel Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	2,000,000 \$	2,000,000	\$ 100,000	\$ 2,000,000	\$ 2,000,000	\$ 100,000	844	844 NRFSL-S20 80,651 m²	20 80,651 m²
428360 3/44	44	King Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	220,000 \$	410,000	\$ 20,500	\$ 220,000	\$ 410,000	\$ 20,500	742	742 NRFSL	0 m²
429290	3	3 Illukey Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	70,000 \$	70,000	\$ 3,500	\$ 70,000	\$ 70,000	\$ 3,500	844	844 NRFSL-S20 7 m²	20 7 m²
429295	4	Illukey Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	70,000 \$	70,000	\$ 3,500	\$ 70,000	\$ 70,000	\$ 3,500	844	844 NRFSL-S20 20 m²	20 20 m²
429300	8	Cayley Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	70,000 \$	70,000	\$ 3,500	\$ 70,000	\$ 70,000	\$ 3,500	844	844 NRFSL-S20 21 m²	20 21 m²
429305	4	4 Cayley Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'02	70,000	\$ 3,500	\$ 70,000	\$ 70,000	\$ 3,500	844	844 NRFSL-S20 7 m²	20 7 m²
429380	332	332 South Gippsland Highway	Dandenong South	Dandenong South   Change Of Rating Category	01-Feb-2021 \$	191,000 \$	191,000 \$	9,550	\$ 191,000 \$	191,000	\$ 9,550	844	844 NRFSL-S20 1,134 m²	20 1,134 m²

Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New AVPCC FSPL	Land Area
429385	593	593 Springvale Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	370,000 \$	370,000	\$ 18,500	\$ 370,000	\$ 370,000	\$ 18,500	844	844 NRFSL-S20	1,523 m²
429990	11	11 Elise Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000'02	70,000	\$ 3,500	\$ 70,000	\$ 70,000	\$ 3,500	844	844 NRFSL-S20 30 m²	30 m²
432155	20	20 Trina Court	Keysborough	Change Of Rating Category	01-Feb-2021 \$	3,500 \$	3,500	\$ 175	\$ 3,500	\$ 3,500	\$ 175	844	844 NRFSL-S20 12 m²	12 m²
432385 54-58	4-58	Keylana Drive	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,410,000 \$	1,410,000	\$ 70,500	\$ 1,410,000	\$ 1,410,000	\$ 70,500	844	844 NRFSL-S20 1,949 m²	1,949 m²
433275 25-31	5-31	Allan Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,020,000 \$	1,020,000	\$ 51,000	\$ 1,020,000	\$ 1,020,000	\$ 51,000	844	844 NRFSL-S20 1,015 m²	1,015 m²
433280 33-39	3-39	Allan Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'028	850,000	\$ 42,500	\$ 850,000	\$ 850,000	\$ 42,500	844	844 NRFSL-S20 1,012 m²	1,012 m²
433285 66-80	08-9	Keneally Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	3,180,000 \$	3,180,000	\$ 159,000	\$ 3,180,000	\$ 3,180,000	\$ 159,000	844	844 NRFSL-S20 27,736 m²	27,736 m²
433495	240	240 Abbotts Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	22,000 \$	22,000	\$ 1,100	\$ 22,000	\$ 22,000	\$ 1,100	844	844 NRFSL-S20 273 m²	273 m²
434505 15-23	5-23	Donnici Drive	Keysborough	Change Of Rating Category	01-Feb-2021 \$	\$ 000,000,8	8,600,000	\$ 430,000	\$ 8,600,000	\$ 8,600,000	\$ 430,000	844	844 NRFSL-S20 29,514 m²	29,514 m²
434525 22-26	2-26	Gerard Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	2,000,000 \$	2,000,000	\$ 100,000	\$ 2,000,000	\$ 2,000,000	\$ 100,000	844	844 NRFSL-S20 4,647 m²	4,647 m²
435310 96A	6A	Bangholme Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	30'000 \$	30,000	\$ 1,500	\$ 30,000	\$ 30,000	\$ 1,500	844	844 NRFSL-S20 366 m²	366 m²
435335	88	Letcon Drive	Bangholme	Change of Legal Description and/or Sale of Land	01-Feb-2021 \$				\$ 5,900,000	\$ 5,900,000	\$ 295,000	0	300 RAFSL	24,120 m²
435375 69-87	9-87	Letcon Drive	Bangholme	Change of Legal Description and/or Sale of Land	01-Feb-2021 \$				\$ 6,250,000	\$ 6,250,000	\$ 312,500	Ξ	300 RAFSL	24,190 m²
440220 1A	A	The Crescent	Springvale	Change Of Rating Category	01-Feb-2021 \$	2,650,000 \$	2,800,000	\$ 140,000	\$ 2,650,000	\$ 2,800,000	\$ 140,000	752	752 NRFSL-S20 7,336 m²	7,336 m²
440240 83-85	3-85	Clow Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	\$ 000'058	1,090,000	\$ 54,500	\$ 850,000	\$ 1,090,000	\$ 54,500	781	781 NRFSL	1,134 m²
440365 30-32	0-32	Prospect Terrace	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,080,000 \$	1,080,000	\$ 54,000	\$ 1,080,000	\$ 1,080,000	\$ 54,000	844	844 NRFSL-S20 1,467 m²	1,467 m²
443750 49A	9A	Corrigan Road	Noble Park	Change Of Rating Category	01-Feb-2021 \$	410,000 \$	410,000	\$ 20,500	\$ 410,000	\$ 410,000	\$ 20,500	844	844 NRFSL-S20 3,184 m²	3,184 m²
443835	33	Souffi Place	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	1,570,000 \$	1,570,000	\$ 78,500	\$ 1,570,000	\$ 1,570,000	\$ 78,500	844	844 NRFSL-S20 10,440 m²	10,440 m²
444550	92	26 South Link	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	\$ 296,000 \$	640,000	\$ 38,200	\$ 296,000	\$ 640,000	\$ 38,200	740	740 NRFSL	0 m²
447135	2	Ordish Road	Dandenong South	Change Of Rating Category	01-Feb-2021 \$	10,000 \$	10,000	\$ 500	\$ 10,000	\$ 10,000	\$ 500	844	844 NRFSL-S20 92 m²	0 92 m²
447835 79A	9A	Cleeland Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	10,000 \$	10,000	\$ 500	\$ 10,000	\$ 10,000	\$ 500	006	844 NRFSL-S20 55 m²	55 m²
448020 23/27-29	3/27-29	Golden Grove	Springvale South	Springvale South Adjustment - Objection/appeal	01-Jul-2020 \$	85,000 \$	420,000	\$ 21,000	\$ 85,000	\$ 390,000	\$ 19,500	125.3	125 RAFSL	0 m²
448065 1/40	/40	Benga Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	200,000 \$	380,000	\$ 19,000	\$ 200,000	\$ 380,000	\$ 19,000	131	131 RANL	0 m²
448070 2/40	/40	Benga Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	130,000 \$	270,000	\$ 13,500	\$ 130,000	\$ 270,000	\$ 13,500	13.1	131 RANL	0 m²
448075 3/40	/40	Benga Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	160,000 \$	310,000	\$ 15,500	\$ 160,000	\$ 310,000	\$ 15,500	131	131 RANL	0 m²
449920 31-39	1-39	Arkwright Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	1,930,000 \$	1,930,000	\$ 96,500	\$ 1,930,000	\$ 1,930,000	\$ 96,500	844	844 NRFSL-S20 6,910 m²	6,910 m²
449980 6-8	8-	Steven Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	540,000 \$	000'059	\$ 32,500	\$ 540,000	\$ 650,000	\$ 32,500	969	698 RAFSL	620 m²
450135 97-99	7-99	Hornsby Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	300'000	300,000	\$ 15,000	\$ 300,000	\$ 300,000	\$ 15,000	844	844 NRFSL-S20 312 m²	312 m²
450140 1A	A	Steven Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	2,000 \$	2,000	\$ 100	\$ 2,000	\$ 2,000	\$ 100	844	844 NRFSL-S20 12 m²	12 m²
450145	21	21 Derbyshire Lane	Dandenong	Change Of Rating Category	01-Feb-2021 \$	1,000 \$	1,000 \$	90	\$ 1,000 \$	\$ 1,000	\$ 20	844	844 NRFSL-S20 7 m²	7 m²

Property Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current	Current	Current	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev	New AVPCC	FSPL	Land Area
450150 36-40	Bassett Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 400,000	400,000	\$ 20,000	\$ 400,000	\$ 400,000	\$ 20,000	0 844		844 NRFSL-S20	543 m²
450155 31	31 Connell Lane	Dandenong	Change Of Rating Category		\$ 2,500	3 2,500	\$ 125	\$ 2,500	\$ 2,500	\$ 125			844 NRFSL-S20 16 m²	6 m²
450570 13A	Somerfield Drive North	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 560,000	260,000	\$ 28,000	\$ 560,000	\$ 560,000	\$ 28,000	0 844		844 NRFSL-S20 4,310 m²	1,310 m²
450575 31A	Somerfield Drive North	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 370,000	370,000	\$ 18,500	\$ 370,000	\$ 370,000	\$ 18,500	0 844		844 NRFSL-S20 1,852 m²	,852 m²
450580	Allington Avenue	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 530,000	230,000	\$ 26,500	\$ 530,000	\$ 530,000	\$ 26,500	0 844		844 NRFSL-S20 437 m²	137 m²
450805 2-12	Somerfield Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 9,500,000	9,500,000	\$ 475,000	\$ 9,500,000	\$ 9,500,000	\$ 475,000	0 844		844 NRFSL-S20 28,996 m²	28,996 m²
450810 1-13	Somerfield Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 10,500,000	10,500,000	\$ 525,000	\$ 10,500,000	\$ 10,500,000	\$ 525,000	0 844		844 NRFSL-S20	32,895 m²
451055 14	14 Kaimas Way	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 460,000	260,000	\$ 28,000	\$ 460,000	\$ 560,000	\$ 28,000	0 693	693 RAFSL		400 m²
451290 28	28 Keshava Grove	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 2,150,000	2,150,000	\$ 107,500	\$ 2,150,000	\$ 2,150,000	\$ 107,500	844		844 NRFSL-S20 10,809 m²	10,809 m²
451295 25-27	Keshava Grove	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 840,000	840,000	\$ 42,000	\$ 840,000	\$ 840,000	\$ 42,000	0 844		844 NRFSL-S20	1,206 m²
451685 2/1225	Heatherton Road	Noble Park	Adjustment - Objection/appeal	01-Jul-2020	\$ 230,000	620,000	\$ 31,000	\$ 230,000	\$ 580,000	\$ 29,000	0 120.4	120 RAFSL		0 m²
452005	Scotch Avenue	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 90,000	000'06	\$ 4,500	\$ 90,000	\$ 90,000	\$ 4,500	0 844		844 NRFSL-S20 232 m²	232 m²
453295 1A	Jayco Drive	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 26,000	26,000	\$ 1,300	\$ 26,000	\$ 26,000	\$ 1,300	844		844 NRFSL-S20 652 m²	552 m²
454070 84-104	Produce Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 2,180,000	2,180,000	\$ 109,000	\$ 2,180,000	\$ 2,180,000	\$ 109,000	844		844 NRFSL-S20 9,378 m²	3,378 m²
456040	Church Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 330,000	330,000	\$ 16,500	\$ 330,000	\$ 330,000	\$ 16,500	0 844		844 NRFSL-S20 1,334 m²	,334 m²
456185 157-163	Atlantic Drive	Keysborough	Adjustment - Objection/appeal	01-Jul-2020	\$ 750,000	1,620,000	\$ 88,000	\$ 750,000	\$ 1,470,000	\$ 88,000	0 310.5	310.5 RAFSL		1,391 m²
456590 218	218 Frankston Dandenong Road		Dandenong South Change Of Rating Category	01-Feb-2021	\$ 45,000	45,000	\$ 2,250	\$ 45,000	\$ 45,000	\$ 2,250	844		844 NRFSL-S20 325 m²	325 m²
457780	Havenstone Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 65,000	92,000	\$ 3,250	\$ 65,000	\$ 65,000	\$ 3,250	844		844 NRFSL-S20 194 m²	94 m²
457820 2	2 Havenstone Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 185,000	185,000	\$ 9,250	\$ 185,000	\$ 185,000	\$ 9,250	0 844		844 NRFSL-S20	571 m²
458890 49A	Somerfield Drive North	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 160,000	160,000	\$ 8,000	\$ 160,000	\$ 160,000	\$ 8,000	0 844		844 NRFSL-S20 1,280 m²	,280 m²
458895 43A	Somerfield Drive North	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 160,000	160,000	\$ 8,000	\$ 160,000	\$ 160,000	\$ 8,000	844		844 NRFSL-S20 1,280 m²	1,280 m²
458900 39A	Somerfield Drive North	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 140,000	140,000	\$ 7,000	\$ 140,000	\$ 140,000	\$ 7,000	0 844		844 NRFSL-S20 1,111 m²	1,111 m²
459780 127-129	National Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 113,000	113,000	\$ 5,650	\$ 113,000	\$ 113,000	\$ 5,650	844		844 NRFSL-S20 750 m²	750 m²
459785 120-124	National Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 155,000	155,000	\$ 7,750	\$ 155,000	\$ 155,000	\$ 7,750	944		844 NRFSL-S20 1,077 m²	,077 m²
460100 12-14	Kyla Avenue	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 520,000	520,000	\$ 26,000	\$ 520,000	\$ 520,000	\$ 26,000	0 844		844 NRFSL-S20 2,967 m²	2,967 m²
460110 74	74 Kyla Avenue	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 460,000	460,000	\$ 23,000	\$ 460,000	\$ 460,000	\$ 23,000	0 844		844 NRFSL-S20 2,314 m²	2,314 m²
460225 126-130	Clarendon Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 1,600,000	1,600,000	\$ 80,000	\$ 1,600,000	\$ 1,600,000	\$ 80,000	944		844 NRFSL-S20 28,508 m²	28,508 m²
460300 53	53 Buckley Street	Noble Park	Change Of Rating Category	01-Feb-2021	\$ 1,800,000	1,800,000	\$ 90,000	\$ 1,800,000	\$ 1,800,000	000'06 \$	844		844 NRFSL-S20	4,320 m²
461420 1/32-42	Potter Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 1,030,000	1,750,000	\$ 87,500	\$ 1,030,000	\$ 1,750,000	\$ 87,500	0 781	781 NRFSI		0 m²
461425 2/32-42	Potter Street	Dandenong	Change Of Rating Category	01-Feb-2021	\$ 2,400,000 \$	4,100,000	\$ 205,000 \$	\$ 2,400,000	\$ 4,100,000	\$ 205,000	0 781	781 NRFSL		0 m²

Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev	New AVPCC	FSPL	Land Area
462190		Westwood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 125,000	\$ 125,000	\$ 6,250	\$ 125,000	\$ 125,000	\$ 6,250	0 844	844	NRFSL-S20	686 m²
462195	64	2 Westwood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 17,500	\$ 17,500	\$ 875	\$ 17,500	\$ 17,500	\$ 875			844 NRFSL-S20 53 m²	.3 m²
462200	40	40 Juneberry Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 60,000	\$ 60,000	\$ 3,000	\$ 60,000	\$ 60,000	\$ 3,000	844		844 NRFSL-S20 191 m²	91 m²
462205	33	29 Juneberry Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 140,000	\$ 140,000	\$ 7,000	\$ 140,000	\$ 140,000	\$ 7,000	0 844		844 NRFSL-S20 428 m²	.28 m²
462790	8	94 Greens Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 90,000	\$ 90,000	\$ 4,500	\$ 90,000	\$ 90,000	\$ 4,500	0 844		844 NRFSL-S20 822 m²	22 m²
464095	7	Edgewater Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 60,000	\$ 60,000	\$ 3,000	\$ 60,000	\$ 60,000	\$ 3,000	0 844		844 NRFSL-S20 156 m²	56 m²
464835	424	424 Hammond Road	Dandenong South	Change Of Rating Category	01-Feb-2021	\$ 500	\$ 500	\$ 25	\$ 500	\$ 500	\$	25 844		844 NRFSL-S20 6 m²	, m,
465215	39	50 Elmswood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 105,000	\$ 105,000	\$ 5,250	\$ 105,000	\$ 105,000	\$ 5,250	844		844 NRFSL-S20 192 m²	92 m²
465220	29	Elmswood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 105,000	\$ 105,000	\$ 5,250	\$ 105,000	\$ 105,000	\$ 5,250	0 844		844 NRFSL-S20 192 m²	92 m²
465405 159E	36	Chapel Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 160,000	\$ 160,000	\$ 8,000	\$ 160,000	\$ 160,000	\$ 8,000	844		844 NRFSL-S20 690 m²	90 m²
466700	39	60 Tyers Lane	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 13,500,000	\$ 13,500,000	\$ 675,000	\$ 13,500,000	\$ 13,500,000	\$ 675,000	0 844		844 NRFSL-S20 7	76,622 m²
467475	17	Howland Place	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 60,000	\$ 60,000	\$ 3,000	\$ 60,000	\$ 60,000	3,000	844		844 NRFSL-S20 176 m²	76 m²
467570		Dewberry Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 490,000	\$ 490,000	\$ 24,500	\$ 490,000	\$ 490,000	\$ 24,500	0 844		844 NRFSL-S20 1,496 m²	,496 m²
467695	48	48 Newburgh Street	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 1,600,000	\$ 1,600,000	\$ 80,000	\$ 1,600,000	\$ 1,600,000	\$ 80,000	0 844	844	NRFSL-S20	5,635 m²
468400	38	33 Bend Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 3,450,000	\$ 3,450,000	\$ 172,500	\$ 3,450,000	\$ 3,450,000	\$ 172,500	0 844		844 NRFSL-S20 7,020 m²	,020 m²
470125	9	6 Ada Court	Noble Park	Change Of Rating Category	01-Feb-2021	\$ 500,000	\$ 850,000	\$ 49,300	\$ 500,000	\$ 850,000	\$ 49,300	0 130	130 RAFSL		640 m²
470355	106	105 Westwood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 390,000	\$ 390,000	\$ 19,500	\$ 390,000	\$ 390,000	\$ 19,500	0 844		844 NRFSL-S20	1,422 m²
470545	183	183 Chapel Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 95,000	\$ 95,000	\$ 4,750	\$ 95,000	\$ 95,000	\$ 4,750	844		844 NRFSL-S20 277 m²	77 m²
471490 29E	ш	Orlando Crescent	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 2,450,000	\$ 2,450,000	\$ 122,500	\$ 2,450,000	\$ 2,450,000	\$ 122,500	0 844		844 NRFSL-S20 3,580 m²	,580 m²
471600 149-165	9-165	Westwood Boulevard	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 12,500,000	\$ 12,500,000	\$ 625,000	\$ 12,500,000	\$ 12,500,000	\$ 625,000	0 844		844 NRFSL-S20 35,145 m²	15,145 m²
472035 359E	36:	Frankston Dandenong Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021	\$ 250,000	\$ 250,000	\$ 12,500	\$ 250,000	\$ 250,000	\$ 12,500	944		844 NRFSL-S20 1,870 m²	,870 m²
472705	185	85 Perry Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 7,480,000	\$ 10,070,000	\$ 503,500	\$ 7,480,000	\$ 10,070,000	\$ 503,500	0 721.3	721.3 NRFSL		97,140 m²
473415	18	18 Rosette Crescent	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 2,100,000	\$ 2,100,000	\$ 105,000	\$ 2,100,000	\$ 2,100,000	\$ 105,000	0 844		844 NRFSL-S20 2,641 m²	,641 m²
473420	13	13 Rosette Crescent	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 450,000	\$ 450,000	\$ 22,500	\$ 450,000	\$ 450,000	\$ 22,500	0 844		844 NRFSL-S20 437 m²	.37 m²
473425 24-28	-28	Linden Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 500,000	\$ 500,000	\$ 25,000	\$ 500,000	\$ 500,000	\$ 25,000	0 844		844 NRFSL-S20 368 m²	168 m²
473455	25	25 Rosette Crescent	Keysborough	Adjustment - Objection/appeal	01-Jul-2020	\$ 430,000	\$ 650,000	\$ 32,500	\$ 400,000	\$ 650,000	\$ 32,500	0 110.3	112 RAFSL		232 m²
473720 70E	ш	Atlantic Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 700,000	\$ 700,000	\$ 35,000	\$ 700,000	\$ 700,000	\$ 35,000	0 844		844 NRFSL-S20 3,031 m²	,031 m²
473730 251E	1	Perry Road	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 6,220,000	\$ 6,220,000	\$ 311,000	\$ 6,220,000	\$ 6,220,000	\$ 311,000	0 844		844 NRFSL-S20 20,017 m²	:0,017 m²
478845 1X		Carre Square	Springvale	Change Of Rating Category	01-Feb-2021	\$ 2,200,000	\$ 2,200,000	\$ 110,000	\$ 2,200,000	\$ 2,200,000	\$ 110,000	944		844 NRFSL-S20 3,610 m²	,610 m²
481110 11E	ш	Linden Drive	Keysborough	Change Of Rating Category	01-Feb-2021	\$ 740,000 \$	740,000	\$ 37,000	\$ 740,000	\$ 740,000	\$ 37,000	0 844		844 NRFSL-S20 1,851 m²	,851 m²
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483.450	Danderong South Change Of Reing Category Danderong South Change Of Reing Category Danderong South Change Of Reing Category Knysbrough Change Of Reing Category Knysbrough				NAV	ac ddne	Supp CIV	Supp NAV	3	22.22	
68   Marrori Drive   Danderong South	g South Onenge Of Rating Category g South Change Of Rating Category an Change Of Rating Category	01-Feb-2021 \$	1,650,000 \$	1,650,000 \$	82,500	\$ 1,650,000	\$ 1,650,000	\$ 82,500	844	844 NRFSL-S20	9,658 m²
16   Berbiago Drivo   Danderong South	G South Change Of Rating Category Ohange Of Rating Category	01-Feb-2021 \$	2,780,000 \$	2,780,000 \$		\$ 2,780,000	\$ 2,780,000	\$ 139,000	844	844 NRFSL-S20 10,910 m²	10,910 m²
90.A         Westlerand Cree cent         Koystborough           67 Chrefenham Road         Danderong South           9. Bazabgete Crescent         Danderong South           9. Chrefenham Road         Koystborough           16.90 Centre Road         Springuise           17. Chrefenham Road         Springuise           17. Stant Street         Danderong South           77. Chrefenham Road         Springuise           17. Charder Road         Koystborough           27.39         Accol Place         Koystborough           27.50         Chrefen Road         Koystborough           27.50         Chrefen Stoet         Koystborough           27.50         Chrefen Stoet         Koystborough           27.50         Chrefen Stoet         Koystborough		01-Feb-2021 \$	1,250,000 \$	1,250,000 \$	62,500	\$ 1,250,000 \$	\$ 1,250,000	\$ 62,500	844	844 NRFSL-S20 3,026 m²	3,026 m²
99.A         William on Dine         Nobe Park           65 Brazilgette Crescent         Danderong           65 Brazilgette Crescent         Danderong           9 Carrel Lane         Danderong           9 Carrel Lane         Springuele           1650 Carrel Lane         Nobe Park           120 Church Road         Springuele           120 Church Road         Koyaborough           17 R         Millines Avenue         Koyaborough           17 Church Road         Koyaborough           17 Church Road         Koyaborough           17 Church Road         Koyaborough           17 Church Road         Koyaborough           27.59         Homeleigh Road         Koyaborough           28 E         Homeleigh Road         Koyaborough           29 Church Road         Koyaborough           20 Church Road         Koyaborough           21 Se Church Stoad         Koyaborough           22 Se Co Court         Koyaborough           23 Se oo Court         Koyaborough           24 Se oo Court         Koyaborough           25 Church Stoad         Koyaborough		01-Feb-2021 \$	2,700,000 \$	2,700,000 \$	135,000	\$ 2,700,000	\$ 2,700,000	\$ 135,000	844	844 NRFSL-S20 4,049 m²	4,049 m²
55   Christian Road   Danderong South	k Change Of Rating Category	01-Feb-2021	460,000 \$	610,000 \$	30,500 \$	460,000	\$ 610,000	\$ 30,500	742	742 NRFSL	400 m²
516   Bazalpatte Crescent   Dandersons South	Ghange Of Rating Category	01-Feb-2021	4,950,000 \$	4,950,000 \$	247,500	\$ 4,950,000	\$ 4,950,000	\$ 247,500	705	705 NRFSL	16,647 m²
151E   Church Road   Kegisborush	g South Change Of Rating Category	01-Feb-2021	2,880,000 \$	2,880,000 \$	144,000	\$ 2,880,000	\$ 2,880,000	\$ 144,000	844	844 NRFSL-S20 12,020 m²	12,020 m²
151E   Church Road   Keydborough	g Change Of Rating Category	01-Feb-2021	4,780,000 \$	4,780,000 \$	239,000 \$	4,780,000	\$ 4,780,000	\$ 239,000	282.3	282.3 NRFSL	17,070 m²
1690 Centre Road   Stringviele	ugh Change Of Rating Category	01-Feb-2021	1,310,000 \$	1,310,000 \$	\$ 65,500 \$	1,310,000	\$ 1,310,000	\$ 65,500	844	844 NRFSL-S20 4,493 m²	4,493 m²
120E   Strant Street   Noble Park	Change Of Rating Category	01-Feb-2021 \$	\$ 000'066	\$ 000'066	49,500	\$ 990,000	\$ 990,000	\$ 49,500	300	200 RAFSL	1,994 m²
11   Rahker   Denderong South	k Adjustment - Objection/appeal	01-Jul-2020 \$	105,000 \$	490,000 \$	24,500 \$	\$ 105,000	\$ 460,000	\$ 23,000	120.4	121 RAFSL	0 m²
111   Raihway Pande   Kayaborough   111   Raihway Pande   Dandencring   128   Chape Road   Kayaborough   128   Chape Road   Kayaborough   128   Chape Road   Kayaborough   128   Bannay Street   Noble Park   Get   Chelenham Road   Dandencring   128   Chape Road   Kayaborough   129   Chape Road   Kayaborough   120   Chape Road   Kayaborough   170   Gendem Street   Kayaborough   171   Gendem Street   Kayaborough   172   Gendem Street   Kayaborough   173   Chan Wanna   174   Chan Mande   175	Dandenong South Change Of Rating Category	01-Feb-2021	518,000 \$	518,000 \$	25,900	\$ 518,000	\$ 518,000	\$ 25,900	844	844 NRFSL-S20 5,395 m²	5,395 m²
111   Railway Parade   Danderong	ugh Change Of Rating Category	01-Feb-2021 \$	810,000 \$	810,000 \$	40,500	\$ 810,000	\$ 810,000	\$ 40,500	844	844 NRFSL-S20 904 m²	904 m²
128 Chapel Road Keysborough   128 Chapel Road Keysborough   128 Chapel Road Keysborough   128 Chapel Road Keysborough   129 Chapel Road Keysborough   129 Chapel Road Keysborough   129 Chapel Road Keysborough   171 Glenfen Street Keysborough   171 Glenfen Street Keysborough   171 Glenfen Street Keysborough   172 Glenfen Street Keysborough   173 Glenfen Street Keysborough   174 Glenfen Street Keysborough   175 Glenfen Street	g Change Of Rating Category	01-Feb-2021 \$	1,500 \$	1,500 \$	75	\$ 1,500	\$ 1,500	\$ 75	844	844 NRFSL-S20 23 m²	23 m²
97.39         Ascot Place         Keysborough           116         Blamey Street         Nobe Park           66E         Chrelenham Road         Dandenorg           28E         Homeleigh Road         Keysborough           21SE         Chapel Road         Keysborough           21SE         Chapel Road         Keysborough           17 Genfem Street         Keysborough           21SE         Chapel Road         Springuile           21SE         Chapeller Road         Springuile           21SE         Chapeller Road         Springuile <td>ugh Change Of Rating Category</td> <td>01-Feb-2021 \$</td> <td>40,000 \$</td> <td>40,000 \$</td> <td>2,000</td> <td>\$ 40,000</td> <td>\$ 40,000</td> <td>\$ 2,000</td> <td>844</td> <td>844 NRFSL-S20 75 m²</td> <td>75 m²</td>	ugh Change Of Rating Category	01-Feb-2021 \$	40,000 \$	40,000 \$	2,000	\$ 40,000	\$ 40,000	\$ 2,000	844	844 NRFSL-S20 75 m²	75 m²
116   Blamey Street   Noble Park	ugh Change Of Rating Category	01-Feb-2021 \$	4,950,000 \$	4,950,000 \$	247,500	\$ 4,950,000	\$ 4,950,000	\$ 247,500	844	844 NRFSL-S20 16,251 m²	16,251 m²
116   Blamey Street   Noble Park	ugh Change Of Rating Category	01-Feb-2021 \$	14,000,000 \$	14,000,000 \$	700,000	\$ 14,000,000	\$ 14,000,000	\$ 700,000	844	844 NRFSL-S20 38,168 m²	38,168 m²
236	k Adjustment - Objection/appeal	01-Jul-2020 \$	290,000 \$	520,000 \$	26,000	\$ 290,000	\$ 490,000	\$ 24,500	120.4	120 RAFSL	0 m²
		01-Feb-2021	400,000 \$	400,000 \$	20,000	\$ 400,000	\$ 400,000	\$ 20,000	844	844 NRFSL-S20 499 m²	499 m²
21.9E	ugh Change Of Rating Category	01-Feb-2021 \$	2,350,000 \$	2,350,000 \$	117,500	\$ 2,350,000	\$ 2,350,000	\$ 117,500	844	844 NRFSL-S20 4,494 m²	4,494 m²
213E	ugh Change Of Rating Category	01-Feb-2021	\$ 000'029	620,000 \$	31,000	\$ 620,000	\$ 620,000	\$ 31,000	844	844 NRFSL-S20 611 m²	611 m²
17 Genrien Street   Keysborough	ugh Change Of Rating Category	01-Feb-2021 \$	130,000 \$	130,000 \$	6,500	\$ 130,000	\$ 130,000	\$ 6,500	844	844 NRFSL-S20 1,020 m²	1,020 m²
17   Gentlem Street   Keyaborough     20   Sebo Court   Keyaborough     21   Chil Avenue   Keyaborough     21   Chil Avenue   Keyaborough     15   Chil Avenue   Keyaborough     16   Chil Avenue   Keyaborough     17   Chil Avenue   Keyaborough     18   Chil Avenue   Keyaborough     19   Chil Avenue   Keyaborough     10   Chil Avenue   Keyaborough     11   Chil Avenue   Keyaborough     12   Chil Avenue   Keyaborough     13   Chil Avenue   Keyaborough     14   Chil Avenue   Keyaborough     15   Chil Avenue   Keyaborough     16   Chil Avenue   Keyaborough     17   Chil Avenue   Keyaborough     18   Chil Avenue   Keyaborough     19   Chil Avenue   Keyaborough     10   Chil Avenue   Keyaborough     10   Chil Avenue   Keyaborough     11   Chil Avenue   Keyaborough     12   Chil Avenue   Keyaborough     13   Chil Avenue   Keyaborough     14   Chil Avenue   Keyaborough     15   Chil Avenue   Keyaborough     16   Chil Avenue   Keyaborough     17   Chil Avenue   Keyaborough     18   Chil Av	Arithmetical Error	01-Jul-2020 \$	1,360,000 \$	3,880,000 \$	304,000	1,464,000	\$ 4,180,000	\$ 334,000	215	215 RAFSL	0 m²
236   Soho Court   Keyaborough	Jah Change Of Rating Category	01-Feb-2021 \$	1,650,000 \$	1,650,000 \$	82,500	\$ 1,650,000	\$ 1,650,000	\$ 82,500	844	844 NRFSL-S20 12,330 m²	12,330 m²
Newson Street Keydborough Chi Avenue Keydborough Chi Avenue Keydborough	gh Change Of Rating Category	01-Feb-2021 \$	\$ 000'099	\$ 000'099	33,000	\$ 660,000	\$ 660,000	\$ 33,000	844	844 NRFSL-S20 1,629 m²	1,629 m²
Chi Avenue Keyaborough Chi Avenue Keyaborough	ugh Change Of Rating Category	01-Feb-2021 \$	\$ 000'086	\$ 000'066	46,500	\$ 930,000	\$ 930,000	\$ 46,500	844	844 NRFSL-S20 2,736 m²	2,736 m²
Chi Avenue Keysborough	Jah Change Of Rating Category	01-Feb-2021 \$	1,320,000 \$	1,320,000 \$	000'99	\$ 1,320,000	\$ 1,320,000	\$ 66,000	844	844 NRFSL-S20 1,630 m²	1,630 m²
	Jah Change Of Rating Category	01-Feb-2021 \$	\$ 000'088	\$ 000'088	44,000	\$ 880,000	\$ 880,000	\$ 44,000	844	844 NRFSL-S20 1,176 m²	1,176 m²
501685 26-32 Chi Avenue Keysborough Ch	gh Change Of Rating Category	01-Feb-2021 \$	1,800,000 \$	1,800,000 \$	000'06	\$ 1,800,000	\$ 1,800,000	000'06 \$	844	844 NRFSL-S20 2,275 m²	2,275 m²
501820 87E Chi Avenue Keysborough Ch	gh Change Of Rating Category	01-Feb-2021 \$	40,000 \$	40,000 \$	2,000 \$	\$ 40,000 \$	40,000	\$ 2,000	844	844 NRFSL-S20 119 m²	119 m²

Property	Street No.	Street	Suburb	Supp Reason	Supp Effective	Current	Current	Current	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev	New FSPL	Land Area
503745 22E	22E	Tyers Lane	Keysborough	Change Of Rating Category	01-Feb-2021 \$	1,360,000 \$	1,360,000	\$	1,360,000	\$ 1,360,000	\$ 68,000	844	844 NRFSL-S20	20 2,789 m²
504525	30	33 Alfred Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	300,000	400,000	\$ 20,000	\$ 300,000	\$ 400,000	\$ 20,000	720.4	720.4 NRFSL	1,046 m²
505800 55-57	79-57	Balmoral Avenue	Springvale	Change Of Rating Category	01-Feb-2021 \$	1,850,000 \$	1,900,000	\$ 95,000	\$ 1,850,000	\$ 1,900,000	\$ 95,000	742	742 NRFSL	1,449 m²
507845 560E	360E	Springvale Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	75,000 \$	75,000	\$ 3,750	\$ 75,000	\$ 75,000	\$ 3,750	844	844 NRFSL-S20 414 m²	20 414 m²
507865 62E	22E	Elms Road	Bangholme	Change Of Raing Category	01-Feb-2021 \$	200 \$	200	\$ 10	\$ 200	\$ 200	\$ 10	844	844 NRFSL-S20 12 m²	20 12 m²
507870 13E	13E	Market Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	130,000 \$	130,000	\$ 6,500	\$ 130,000	\$ 130,000	\$ 6,500	844	844 NRFSL-S20 655 m²	20 655 m²
508255 1/218	1/218	Mcmahens Road	Bangholme	Change Of Rating Category	01-Feb-2021 \$	\$ 000'8	8,000	\$ 400	\$ 8,000	\$ 8,000	\$ 400	103	638.3 NRNL	5,500 m²
508260 2/218	9/218	Mcmahens Road	Bangholme	Change Of Rating Category	01-Feb-2021 \$	8,000 \$	8,000	\$ 400	\$ 8,000	\$ 8,000	\$ 400	103	638.3 NRNL	12,250 m²
508285 45E	15E	Glasscocks Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	2,460,000 \$	2,460,000	\$ 123,000	\$ 2,460,000	\$ 2,460,000	\$ 123,000	844	844 NRFSL-S20 13,000 m²	20 13,000 m²
511880	10	10 Lexton Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	150,000 \$	290,000	\$ 14,500	\$ 150,000	\$ 290,000	\$ 14,500	131	131 RANL	0 m²
511885 1/10A	1/10A	Lexton Avenue	Dandenong	Change Of Raing Category	01-Feb-2021 \$	160,000 \$	330,000	\$ 16,500	\$ 160,000	\$ 330,000	\$ 16,500	131	131 RANL	0 m²
511890 2/10A	110A	Lexton Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	160,000 \$	325,000	\$ 16,250	\$ 160,000	\$ 325,000	\$ 16,250	131	131 RANL	0 m²
511895 3/10A	X/10A	Lexton Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	160,000 \$	325,000	\$ 16,250	\$ 160,000	\$ 325,000	\$ 16,250	131	131 RANL	0 m²
511900	12	12 Lexton Avenue	Dandenong	Change Of Rating Category	01-Feb-2021 \$	150,000 \$	290,000	\$ 14,500	\$ 150,000	\$ 290,000	\$ 14,500	131	131 RANL	0 m²
512545 2/33	733	Stackpoole Street	Noble Park	Adjustment - Objection/appeal	01-Jul-2020 \$	280,000 \$	920,000	\$ 28,500	\$ 280,000	\$ 510,000	\$ 25,500	120.3	120 RAFSL	0 m²
512630 442-448	42-448	Springvale Road	Springvale South	Change Of Rating Category	01-Feb-2021 \$	4,350,000 \$	12,900,000	\$ 645,000	\$ 4,350,000	\$ 12,900,000	\$ 645,000	740	740 NRFSL	7,868 m²
512835	512835 1/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	1,790,000 \$	5,110,000	\$ 400,000	\$ 1,959,000	\$ 5,595,000	\$ 447,000	214.4	214.4 RAFSL	0 m²
512840 3	512840 3/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	780,000 \$	2,220,000	\$ 173,000	\$ 909,000	\$ 2,596,000	\$ 207,000	214.4	214.4 RAFSL	0 m²
512845	512845 4/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	1,630,000 \$	4,660,000	\$ 364,000	\$ 1,761,000	\$ 5,030,000	\$ 402,000	820.3	820.3 RAFSL	0 m²
512850	512850 5/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	350,000 \$	1,000,000	\$ 78,000	\$ 362,000	\$ 1,033,000	\$ 83,000	210.4	217 RAFSL	0 m²
512855 (	512855 6/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	2,070,000 \$	5,910,000	\$ 462,000	\$ 2,200,000	\$ 6,283,000	\$ 502,000	214.2	214.2 RAFSL	0 m²
513240	754	754 Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	1,580,000 \$	4,510,000	\$ 352,000	\$ 881,000	\$ 2,517,000	\$ 201,000	245	245 RAFSL	0 m²
513245 7	513245 7/754-768	Princes Highway	Springvale	Arithmetical Error	01-Jul-2020 \$	270,000 \$	2,210,000	\$ 173,000	\$ 793,000	\$ 2,266,000	\$ 181,000	240.6	240.6 RAFSL	0 m²
516385 3/11-15	X11-15	Smeaton Avenue	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	195,000 \$	1,250,000	\$ 91,000	\$ 195,000	\$ 1,250,000	\$ 91,000	220.4	220.4 RAFSL	0 m²
516390 18E	18E	Elliott Road	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	10,000 \$	10,000	\$ 500	\$ 10,000	\$ 10,000	\$ 500	910	910 NRFSL-S20	20 135 m²
516470 172E	172E	Corrigan Road	Noble Park	Change Of Rating Category	01-Feb-2021 \$	35,000 \$	35,000	\$ 1,750	\$ 35,000	\$ 35,000	\$ 1,750	828	829 NRFSL-S20 206 m²	20 206 m²
516535	114	114 Hanna Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	290,000 \$	290,000	\$ 14,500	\$ 290,000	\$ 290,000	\$ 14,500	844	844 RAFSL	12,670 m²
516540 48E	386	Hanna Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	300,000	300,000	\$ 15,000	\$ 300,000	\$ 300,000	\$ 15,000	844	844 NRFSL-S20 128 m²	20 128 m²
517165	25	52 Babbage Drive	Dandenong South	Dandenong South Change Of Rating Category	01-Feb-2021 \$	2,180,000 \$	4,560,000	\$ 292,000	\$ 2,180,000	\$ 4,560,000	\$ 292,000	310.5	310.5 RAFSL	4,497 m²
517180	517180 Suffix A 11/2A	Westall Road	Springvale	Change Of Rating Category	01-Feb-2021 \$	511,000 \$	2,000,000 \$	128,400	\$ 511,000 \$	2,000,000	\$ 128,400	220.3	220.3 RAFSL	0 m²
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Property No.	Street No.	Street	Suburb	Supp Reason	Supp Effective Date	Current SV	Current	Current NAV	Pending Supp SV	Pending Supp CIV	Pending Supp NAV	Prev AVPCC	New AVPCC	FSPL	Land Area
517220	517220 15/249-253	Lonsdale Street	Dandenong	Adjustment - Objection/appeal	01-Jul-2020 \$	20,000	\$ 60,000	\$ 3,300	\$ 20,000	\$ 30,000	\$ 1,500	221	22.1	221 RAFSL	0 m²
517425 3X	XX	Callaghan Street	Noble Park	Change Of Rating Category	01-Feb-2021 \$	130,000	\$ 230,000	\$ 15,700	\$ 130,000	\$ 230,000	\$ 15,700	694.2		694.2 RAFSL (	30 m²
517535	517535 Rooftop 1/14	Mason Street	Dandenong	Change Of Rating Category	01-Feb-2021	70,000	\$ 180,000	\$ 15,600	\$ 70,000	\$ 180,000	\$ 15,600	694.2		694.2 RAFSL (	0 m²
517540	517540 Rooftop 2/14	Mason Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	70,000	\$ 180,000	\$ 15,600	\$ 70,000	\$ 180,000	\$ 15,600	694.2		694.2 RAFSL (	0 m²
517545	517545 Rooftop 3/14	Mason Street	Dandenong	Change Of Rating Category	01-Feb-2021	70,000	\$ 180,000	\$ 15,600	\$ 70,000	\$ 180,000	\$ 15,600	694.2	-	694.2 RAFSL (	0 m²
517550	517550 Rooftop 4/14	Mason Street	Dandenong	Change Of Rating Category	01-Feb-2021	70,000	\$ 180,000	\$ 15,600	\$ 70,000	\$ 180,000	\$ 15,600	694.2		694.2 RAFSL (	0 m²
518235		400 Cheltenham Road	Keysborough	Change Of Rating Category	01-Feb-2021 \$	56,420,000	\$ 56,420,000	\$ 2,821,000	\$ 56,420,000	\$ 56,420,000	\$ 2,821,000	752	820	820 NRFSL-S20 487,466 m²	187,466 m²
518240		400 Cheltenham Road	Keysborough	Change Of Rating Category	01-Feb-2021	5,000,000	\$ 8,000,000	\$ 400,000	\$ 5,000,000	\$ 8,000,000	\$ 400,000	844	723.6	723.6 NRFSL-S20 487,466 m²	187,466 m²
518245 32X	32X	Remington Drive	Dandenong South	Change Of Rating Category	01-Feb-2021	11,000	\$ 51,000	\$ 2,550	\$ 11,000	\$ 51,000	\$ 2,550	623	623	623 RAFSL	70 m²
518250 23X	23X	Hydrive Close	Dandenong South	Indenong South Change Of Rating Category	01-Feb-2021 \$	8,500	\$ 21,500	\$ 1,075	\$ 8,500	\$ 21,500	\$ 1,075	623	623	623 RAFSL	53 m²
518255 14X	14X	Fiveways Boulevarde	Keysborough	Change Of Rating Category	01-Feb-2021 \$	48,800	\$ 123,800	\$ 6,190	\$ 48,800	\$ 123,800	\$ 6,190	623	623	623 RAFSL	244 m²
518260 41X	41X	Keysborough Avenue	Keysborough	Change Of Rating Category	01-Feb-2021 \$	14,000	\$ 39,000	\$ 1,950	\$ 14,000	\$ 39,000	\$ 1,950	623	623	623 RAFSL	70 m²
518275 15E	; 15E	Halton Road	Dandenong North	Dandenong North Change Of Rating Category	01-Feb-2021 \$	540,000	\$ 540,000	\$ 27,000	\$ 540,000	\$ 540,000	\$ 27,000	844	844	844 NRFSL-S20 4,557 m²	1,557 m²
518630	11	Herbert Street	Dandenong	Change Of Rating Category	01-Feb-2021 \$	000'089	\$ 680,000	\$ 34,000	\$ 680,000	\$ 680,000	\$ 34,000	844	844	844 NRFSL-S20 870 m²	370 m²
519010		14 Aspen Circuit	Springvale	Adjustment - Objection/appeal	01-Jul-2020 \$	75,000	\$ 360,000	\$ 19,400	\$ 75,000	\$ 270,000	\$ 13,500	310.5		310.5 RAFSL (	0 m²
519015		15 Aspen Circuit	Springvale	Adjustment - Objection/appeal	01-Jul-2020 \$	75,000	\$ 360,000	\$ 19,600	\$ 75,000	\$ 270,000	\$ 13,500	310.5		310.5 RAFSL (	0 m²
522180		12 St Johns Avenue	Springvale	Assessments Combined	01-Jul-2020				\$ 1,500,000 \$	\$ 1,500,000 \$	\$ 75,000		118	RAFSL	877 m²
					Totals	1 264 696 500	\$ 1.264.696.500 \$ 1.421.861.500	\$ 72.597.175	\$ 1.266.525.500	72.597.175 \$ 1.266.525.500 \$ 1.419.311.500 \$	\$ 72.369.325				

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#### 4.3 OTHER

#### 4.3.1 Review of Mayoral and Councillor Allowances

File Id: A7732910

Responsible Officer: Director Corporate Services

#### 1. Report Summary

Section 39(6) of the *Local Government Act 2020* provides for transitional arrangements to remain in force under the *Local Government Act 1989* in relation to mayoral and councillor allowances. In this respect, under section 74(1) of the *Local Government Act 1989*, Council must review and determine the level of mayoral and councillor allowances by 30 June 2021.

The process of reviewing the current mayoral and Councillor allowances was commenced at the Council Meeting of 22 March 2021. This report finalises the review process.

#### 2. Recommendation Summary

This report recommends that the current level of mayoral and councillor allowances remains in place.

#### 4.3.1 Review of Mayoral and Councillor Allowances (Cont.)

#### 3. Background

#### 3.1 Allowances under the Local Government Act 1989

Under the transitional arrangements of the *Local Government Act 2020* the following is applicable under the *Local Government Act 1989* in relation to mayoral and councillor allowances.

- The Minister for Local Government reviews and sets the limits and ranges of mayoral and councillor allowances and determines any increases applied annually. (Note that this decision is made by the Minister for Local Government and is not a Council decision.)
- No direction regarding a deputy mayoral allowance is applicable under the Local Government
   Act 1989 nor has any advice been received by the Minister for Local Government. Accordingly,
   no deputy mayoral allowance can be set at this time.
- Greater Dandenong's Councillors-elect took their oaths or affirmations of office on 19 November 2020 and noted the set allowances under the *Local Government Act 1989* at that time.
- Section 74(4) of the *Local Government Act 1989* requires that Council performs a review of these allowances by 30 June the year following general elections to determine the allowances that will be payable within the range available to Council as a Category 3 Council.
- Greater Dandenong Council has been classified as a Category 3 Council since July 2005.
   Allowance limits that are currently available to Category 3 Councils as a result of this are as follows:

#### Category 3 Allowance Range

Councillors \$13,123 to \$31,444 Mayor no lower limit to \$100,434

An amount equivalent to the superannuation guarantee of 9.5% under Commonwealth taxation legislation must also be paid in addition to these allowances.

Since 2005, Greater Dandenong Councillors have received the uppermost limit of the Category 3 range. It should be noted that the Mayor is provided with the use of a fully maintained Council vehicle as outlined in the Council report of 19 November 2020.

#### 3.2 Allowances under the Local Government Act 2020

Sections 39(1) and 39(2) of the *Local Government Act 2020* (LGA 2020) provide that a Mayor, Deputy Mayor or Councillor are entitled to receive from the Council an allowance (as a Mayor, Deputy Mayor or Councillor respectively) in accordance with a determination of the Victorian Independent Remuneration Tribunal under the *Victorian Independent Remuneration Tribunal and Improving Parliamentary Standards Act 2019*. Under this legislation, the Minister for Local Government is expected to request the Remuneration Tribunal to make a determination towards the end of 2021.

However, until the Remuneration Tribunal makes its first determination on these allowances, the mayoral and councillor allowance framework continues to be governed by the *Local Government Act* 1989 (LGA 1989) as previously mentioned in this report.

#### 4.3.1 Review of Mayoral and Councillor Allowances (Cont.)

#### 4. Proposal

On the 22 March 2021, Council resolved as follows:

#### That:

- 1. Council determines, in principle, that the existing mayoral and councillor allowances remain as they are, being \$100,434 for the Mayor and \$31,444 for Councillors and with both allowances subject to the additional payment equivalent to the 9.5% superannuation guarantee required under Commonwealth legislation;
- 2. Council endorses the Discussion Paper provided in Attachment 1 as a basis for the submission process and seeks formal submissions from members of the community under section 223 of the Local Government Act 1989:
- 3. the submission process for the review of Mayoral and Councillor allowances commences on 23 March 2021 and closes at 5pm on 20 April 2021; and
- 4. Council hears any submitters that wish to be heard at a meeting, the time of which is to be determined.

This report finalises the process commenced on 22 March 2021.

#### 5. Financial Implications

There are no financial implications associated with continuing with payment of the existing mayoral and councillor allowances as they have been fully factored into the current budget and Council's budget for 2021-2022.

#### 6. Consultation

Review of the mayoral and councillor allowances was open for public consultation under section 223 of the *Local Government Act 1989* and was advertised in the Age on 23 March 2021 and on Council's website. Members of the community were provided with access to a Discussion Paper on Mayoral and Councillor Allowances as a basis for any submissions made. The submission period closed at 5.00pm on Tuesday 20 April 2021. No public submissions were received.

## 7. Community Plan 'Imagine 2030' and Council Plan 2017-21 – Strategic Objectives, Strategies and Plans

After consultation with the Greater Dandenong community on what kind of future they wanted to see for themselves and the City in 2030, the result was the Greater Dandenong Community Plan 'Imagine 2030'. This report is consistent with the following community visions:

#### Community Plan 'Imagine 2030'

#### People

Pride – Best place best people

#### 4.3.1 Review of Mayoral and Councillor Allowances (Cont.)

#### **Opportunity**

• Leadership by the Council – The leading Council

#### 8. Council Plan 2017-21

The Council Plan describes the kind of future the Council is working for, and how Council will do this over four years. This report is consistent with the following goals:

#### **Opportunity**

• An open and effective Council

#### 9. The Overarching Governance Principles of the Local Government Act 2020

Section 9 of the *Local Government Act 2020* states that a Council must in the performance of its role give effect to the overarching governance principles. The overarching governance principles have been satisfied as follows:

- a. Council decisions and actions taken in relation to this review are in accordance with the relevant law;
- b. priority has been given to achieving the best outcomes for the municipal community;
- c. the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks has been considered;
- d. public consultation has been undertaken;
- e. the ongoing financial viability of the Council has been considered and is ensured;
- f. the review process and the transparency of any related Council decisions, actions and information has been ensured.

#### 10. Victorian Charter of Human Rights and Responsibilities

All matters relevant to the Victorian Human Rights Charter have been considered in the preparation of this report. In particular, section 18 of the *Charter of Human Rights and Responsibilities Act 2006,* which provides for the right to have the opportunity to take part in public life, was satisfied with the *Local Government Act 1989* requirement for consultation on this matter. It is therefore considered that this report is consistent with the standards set by the Charter.

#### 11. The Gender Equality Act 2020

The *Gender Equality Act 2020* came into operation on 31 March 2021 and requires councils to take positive action towards achieving workplace gender equality and to promote gender equality in their policies, programs and services.

Council's Diversity, Access and Equity Policy and the *Gender Equality Act 2020* have been considered in the preparation of this report but are not relevant to its contents because it does not have a direct and significant impact on members of the Greater Dandenong community.

ORDINARY COUNCIL MEETING - AGENDA

#### 4.3.1 Review of Mayoral and Councillor Allowances (Cont.)

The content of this report is purely administrative in its nature and does not have the potential to influence broader social norms and gender roles, nor does it impact does it benefit any one gender group over any other.

#### 12. Consideration of Climate Change and Sustainability

One of the overarching governance principles of the *Local Government Act 2020* is that the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted.

In January 2020, this Council joined a growing number of cities around Australia and declared a "Climate and Ecological Emergency" and committed this Council to emergency action on climate change. Council has developed a Climate Change Emergency Strategy and Action Plan 2020-30 to help the City of Greater Dandenong become a resilient, net zero carbon emission city with an active community prepared for the challenges of changing climate.

This report has no impact on Council's Declaration on a Climate and Ecological Emergency, Council's Climate Change Emergency Strategy 2020-2030 or the requirements of the *Local Government Act 2020* in relation to the overarching governance principle on climate change and sustainability because it is purely administrative in nature.

#### 13. Related Council Policies, Strategies or Frameworks

Greater Dandenong City Council's Council Expenses, Support and Accountability Policy is relevant to this report as it provides for the Mayor to be provided with a fully maintained vehicle.

#### 14. Conclusion

Given that no submissions were received and no objections to current allowances, it is recommended that the current mayoral and councillor allowances remain in force until such time as the first determination is made by the Victorian Independent Remuneration Tribunal under the Victorian Remuneration Tribunal and Improving Parliamentary Standards Act 2019.

#### 15. Recommendation

That Council determines that the existing mayoral and councillor allowances remain as they are (being \$100,434 for the Mayor and \$31,444 for Councillors) with both allowances being subject to the additional payment equivalent to the 9.5% superannuation guarantee (or a different amount if that is changed) required under Commonwealth legislation.

## 4.3.2 Report on Matters Discussed at Councillor Briefing Sessions & Pre-Council Meetings - 10 & 17 May 2021

File Id: fA25545

Responsible Officer: Director Corporate Services

#### 1. Report Summary

As part of Council's ongoing efforts to improve transparency in Council processes, matters discussed at Councillor Briefing Sessions & Pre-Council Meetings (other than those matters designated to be of a confidential nature) are reported on at Council meetings.

The matters listed in this report were presented to Councillor Briefing Sessions & Pre-Council Meetings in May 2021.

#### 2. Recommendation Summary

This report recommends that the information contained within it be received and noted.

## 4.3.2 Report on Matters Discussed at Councillor Briefing Sessions & Pre-Council Meetings - 10 & 17 May 2021 (Cont.)

#### 3. Background

The Executive Management Team and associated staff at Greater Dandenong City Council host Councillor Briefing Sessions and Pre-Council Meeting on a regular basis (weekly) to inform Councillors about the work officers are undertaking, share information, obtain feedback and discuss strategies and options for current and future work.

To ensure transparency in this process matters discussed at Councillor Briefing Sessions and Pre-Council Meetings (other than those matters designated to be confidential under the *Local Government Act 2020*) are reported on at Council meetings. This report represents matters discussed at the Councillor Briefing Sessions & Pre-Council Meetings in May 2021.

#### 4. Matters Presented for Discussion

Item		Councillor Briefing Session/Pre-Council Meeting
1	General Discussion	10 May 2021
	Councillors and Council officers briefly discussed the following items:  a) Success of recent event at Drum theatre. b) Future use of electronic forms and signatures. c) Agenda items for the Council Meeting of 10 May 2021.	
2	Power Purchase Agreement Update - Confidential	10 May 2021
3	Proposal for sale of 1-9 Walker Street Asset  Councillor feedback was sought to progress the statutory processes including public consultation under the Local Government Act.	17 May 2021
4	Dandenong Market Pty Ltd 2021-22 Business Plan and Budget - Confidential	17 May 2021
5	Councillor Social Media Policy  Councillors discussed the proposed Social Media Policy, its content and future direction. A future report will be brought back to Council for consideration.	17 May 2021

## 4.3.2 Report on Matters Discussed at Councillor Briefing Sessions & Pre-Council Meetings - 10 & 17 May 2021 (Cont.)

6	Local Law Review and Update	17 May 2021
	Councillors were provided with the draft proposed local law and Community Impact statement. This was considered prior to its tabling at 24 May 2021 Council Meeting and subsequent public exhibition.	
7	MAV State Council Motions	17 May 2021
8	Councillors and Council officers briefly discussed the following items:  a) Success of recent grant application funding. b) Upcoming ALGA National General Assembly. c) Agenda items for the Council Meeting of 24 May 2021.	17 May 2021

#### 5. Apologies

Cr Lana Formoso submitted an apology for the Pre-Council Meeting of 10 May 2021.

## 6. Community Plan 'Imagine 2030' and Council Plan 2017-2021 – Strategic Objectives, Strategies and Plans

After consultation with the Greater Dandenong community on what kind of future they wanted to see for themselves and the City in 2030, the result was the Greater Dandenong Community Plan 'Imagine 2030'. This report is consistent with the following community visions:

### Community Plan 'Imagine 2030'

#### **Opportunity**

- 1. Education, Learning and Information Knowledge
- 2. Leadership by the Council The leading Council.

The Council Plan describes the kind of future the Council is working for, and how Council will do this over four years. This report is consistent with the following goals:

#### Opportunity

1. An open and effective Council.

4.3.2 Report on Matters Discussed at Councillor Briefing Sessions & Pre-Council Meetings - 10 & 17 May 2021 (Cont.)

## 7. The Overarching Governance Principles of the Local Government Act 2020

Section 9 of the *Local Government Act 2020* (LGA2020) states that a Council must in the performance of its role give effect to the overarching governance principles.

Reporting on matters discussed at Councillor Briefing Sessions and Pre-Council Meetings gives effect to the overarching governance principles (in particular, section 9(i) of the *Local Government Act 2020*) in that the transparency of Council actions and information is ensured.

## 8. Victorian Charter of Human Rights and Responsibilities

All matters relevant to the Victorian Charter of Human Rights and Responsibilities have been considered in the preparation and are consistent with the standards set by the Charter.

## 9. The Gender Equality Act 2020

The Gender Equality Act 2020 came into operation on 31 March 2021 and requires councils to take positive action towards achieving workplace gender equality and to promote gender equality in their policies, programs and services.

Council's Diversity, Access and Equity Policy and the *Gender Equality Act 2020* have been considered in the preparation of this report but are not relevant to its contents because it is a reporting mechanism only. The report does not have the potential to influence broader social norms and gender roles nor does it benefit any one gender group over any other.

## 10. Consideration of Climate Change and Sustainability

One of the overarching governance principles of the *Local Government Act 2020* is that the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted.

In January 2020, this Council joined a growing number of cities around Australia and declared a "Climate and Ecological Emergency" and committed this Council to emergency action on climate change. Council has developed a Climate Change Emergency Strategy and Action Plan 2020-30 to help the City of Greater Dandenong become a resilient, net zero carbon emission city with an active community prepared for the challenges of changing climate.

This report has no impact on Council's Declaration on a Climate and Ecological Emergency, Council's Climate Change Emergency Strategy 2020-2030 or the requirements of the *Local Government Act 2020* in relation to the overarching governance principle on climate change and sustainability because it is purely administrative in nature and is a reporting mechanism only.

4.3.2 Report on Matters Discussed at Councillor Briefing Sessions & Pre-Council Meetings - 10 & 17 May 2021 (Cont.)

## 11. Recommendation

### That:

- 1. the information contained in this report be received and noted; and
- 2. the information discussed at the above listed Pre-Council Meeting and Councillor Briefing Session that was declared confidential in Item 2 and Item 4 (respectively) under section 3(1) of the *Local Government Act 2020* remains confidential until further advisement unless that information forms the subject of a subsequent Council report.

File Id: A7742976

Responsible Officer: Director Community Services

Attachments: Management Services Agreement

Constitution

## 1. Report Summary

At its Council meeting held 8 February 2021, Council resolved to form a proprietary company limited by shares entitled South East Leisure Pty Ltd on 1 July 2021 for the purposes of managing four of Councils major leisure facilities.

The resolution authorised the Chief Executive Officer to develop a draft constitution for the Company for the consideration by Council and to implement an interim Management Services Agreement (MSA) with the Company prior to the formalisation of a final MSA for adoption by Council.

This report presents for Council consideration both the Constitution and final MSA.

The earlier resolution further delegated to the Chief Executive Officer the power to select and engage a Board of Directors (including the appointment of a Chair) comprising of five members including a member of Councils Executive Team. This report recommends that Council notes the appointment of six Directors for the newly formed company and the appointment of the Chair.

Finally, this report recommends the provision of seed funding for the company to begin operations prior to the delivery to Council of fully detailed Annual Budget for the period 1 July 2021 – 30 June 2022.

## 2. Recommendation Summary

This report recommends that Council endorses the draft Constitution and Management Services Agreement for South-East Leisure Pty Ltd and notes the appointment and remuneration of the Board of Directors including the Board Chair. The report further recommends the provision of \$300,000 of initial seed funding to allow the company to commence operations pending the provision of a detailed annual budget prior to 31 October 2021.

## 3. Background & Discussion

As outlined in the 8 February 2021 Council report, Council currently operates four major aquatic and leisure facilities in the City of Greater Dandenong being:

- Dandenong Oasis Aquatic Centre
- Noble Park Aquatic Centre
- Springers Leisure Centre
- Dandenong Stadium

The YMCA currently operates the first three centres under a contact that has been extended to 30 June 2022 with Dandenong Stadium managed by Elite Stadium Management.

Following consideration of various management models, Council determined in the February resolution to establish a proprietary company limited by shares to manage these four leisure centres from 1 July 2022.

South-East Leisure Pty Ltd will shortly be legally established and will commence the process to ensure it is fully ready to manage the facilities from this date.

This report deals with several key governance matters associated with the formation of the company. They are:

- Adoption of a Company Constitution
- Adoption of a Management Services Agreement
- Appointment of a Board of Directors
- Appointment of a Board Chair
- Remuneration and Terms of Directors
- Provision of initial establishment funding

### Constitution

Attachment 1 to this report is the proposed Constitution for South-East Leisure Pty Ltd. The constitution provides the following key elements:

- 1. The Board will comprise of a minimum of one and a maximum of seven Directors.
- 2. Directors will be appointed by the Shareholder (Council) for a term of up to three years.
- 3. Directors will be limited to a maximum continuous term of nine years.
- 4. The Shareholder will appoint the Board Chair.

## Management Services Agreement

Attachment 2 to this report is the proposed Management Services Agreement (MSA) between Council and South-East Leisure Pty Ltd. The MSA is a key document as it establishes the obligations and responsibilities that both parties have to each other.

The draft MSA contains the following key features:

- 1. The Board must present a Strategic Plan for the management of the leisure facilities by not later than 28 February 2022 (eight months after commencement) and provide a renewed Strategic Plan every five years thereafter or following any major redevelopments of the facilities.
- 2. The Board must provide detailed Annual Plans and Budgets within the timeframes determined by Council.
- 3. Council must prepare an Asset Management Plan for each of the facilities and provide this to the Company.
- 4. The Board must provide quarterly performance reports to Council.
- 5. The Board must provide an Annual Financial Report to Council.
- 6. The Board must meet with Council on a schedule determined by Council.
- 7. Where the net financial result of the company is budgeted to be a deficit, Council will provide an equivalent amount of funding to the company in the form of a Management Services Fee.
- 8. Where the net financial result of the company is budgeted to return a surplus, this will be returned to Council in the form of a Dividend.
- 9. The Shareholder (Council) will be represented at Board meetings by a Councillor appointed representative and the Director of Community Services in an observer (non-voting) capacity.

In terms of this final point, Council has noted that role statements will be prepared to make clear the role and expectations of the Shareholder representatives.

### Appointment of a Board of Directors

The 8 February 2021 Council resolution determined to appoint a skills-based Board and delegated the selection and engagement of the Chair and Board of Directors to the Chief Executive Officer, Director of Community Services, Manager Community Development, Sport and Recreation and an external industry expert.

Interviews for the position of Board Director were held on Monday 17 May 2021 and Tuesday 25 May 2021.

At the conclusion of the interview process, the panel determined to endorse the following candidates as Directors of South-East Leisure Pty Ltd:

- Steven Wright
- Dr Malak Sukkar
- Laura Buckley
- Domenic Isola
- Tim Cockayne
- Mick Jaensch.

Prior to the exercise of the power delegated by Council, a discussion was held with Councillors at the Councillor Briefing Session held 31 May 2021 when the Chief Executive Officer's intention in exercising the authority delegated were noted.

### Appointment of a Board Chair

The interview panel determined to nominate Steven Wright as the Chair of the Board for South-East Leisure Pty Ltd. This again was confirmed with Council prior to the exercise of the delegated power to appoint a Chair.

## Remuneration and Terms of appointment

The 8 February 2021 Council resolution authorised the Chief Executive Officer to engage the appointees for the term of three years with a remuneration of \$25,000 per annum for ordinary members and \$35,000 for the role of Board Chair.

The only addition to this previous resolution is the noting that these payments will be subject to the additional payment of mandatory superannuation contributions in a similar fashion to Council allowances.

Further in line with the current practice at Dandenong Market Pty Ltd it is recommended that these allowances be indexed annually by the same amount determined by the State Government for the increases in Councillor allowances.

### Provision of initial establishment funding

For the Board to be immediately operational it will need access to funding prior to the development of an Annual Budget for 2021-22. This report recommends the transfer of \$300,000 as initial establishment funding pending the provision of an Annual Budget to Council by not later than 31 October 2021.

## 4. Proposal

This report recommends that Council endorses the draft Constitution and Management Services Agreement for South-East Leisure Pty Ltd and notes the appointment and remuneration of the Board of Directors including the Board Chair. The report further recommends the provision of \$300,000 of initial seed funding to allow the company to commence operations pending the provision of a detailed annual budget prior to 31 October 2021.

## 5. Financial Implications

The report provided to Council on 8 February 2021 outlined the wide range of potential set up and establishment costs that are likely to apply to the newly formed company and set out a range of between \$1.6 -\$2.1 million as the dollar investment required in the first year.

Council has included in its 2021-22 Annual Budget an amount of \$2.1 million and has therefore the funds required to meet the company establishment costs. It is anticipated that these estimates are likely to be based on a 'worst case' basis and where possible the Annual Budget developed by the company will be below this amount.

### 6. Consultation

The recommendations contained within this report have been briefed to Council at its Council Briefing Session held 31 May 2021.

# 7. Community Plan 'Imagine 2030' and Council Plan 2017-21 – Strategic Objectives, Strategies and Plans

After consultation with the Greater Dandenong community on what kind of future they wanted to see for themselves and the City in 2030, the result was the Greater Dandenong Community Plan 'Imagine 2030'. This report is consistent with the following community visions:

## Community Plan 'Imagine 2030'

### **People**

- Cultural Diversity Model multicultural community
- Outdoor Activity and Sports Recreation for everyone
- Lifecycle and Social Support The generations supported.

## **Opportunity**

- Jobs and Business Opportunities Prosperous and affordable
- Leadership by the Council The leading Council.

### 8. Council Plan 2017-21

The Council Plan describes the kind of future the Council is working for, and how Council will do this over four years. This report is consistent with the following goals:

### <u>People</u>

A vibrant, connected, and safe community

### <u>Place</u>

- A healthy, liveable, and sustainable city
- A city planned for the future.

### Opportunity

- A diverse and growing economy
- An open and effective Council.

## 9. The Overarching Governance Principles of the Local Government Act 2020

Section 9 of the *Local Government Act 2020* states that a Council must in the performance of its role give effect to the overarching governance principles.

The recommendations contained in this respond to the overarching principles in several ways including:

- Council has determined that the company management model provides it with the most strategic control over the leisure facilities and will have a strong focus on improving community well-being and participation in leisure activities.
- Over time, it is expected that the company management model will produce the most economic financial result for Council.
- In developing its future strategic plan for the consideration of Council, the incoming Board will be required to highlight how it will address the achievement of strategies established in Councils Make your Move Strategic Plan and enhance environmental sustainability.
- The skills-based Board is expected to innovation and continuous improvement in the management of the facilities.
- Collaboration will be sought with both Peninsula Leisure and Western Leisure being the other two company models based on similar lines to South-East Leisure Pty Ltd.

## 10. Victorian Charter of Human Rights and Responsibilities

Council, Councillors and members of Council staff are a public authority under the *Charter of Human Rights and Responsibilities Act 2006* and, as such, are all responsible to act in accordance with the *Victorian Charter of Human Rights and Responsibilities 2006* (the Charter).

The *Charter of Human Rights and Responsibilities Act 2006* has been considered in the preparation of this report but is not relevant to its contents.

## 11. The Gender Equality Act 2020

The *Gender Equality Act 2020* came into operation on 31 March 2021 and requires councils to take positive action towards achieving workplace gender equality and to promote gender equality in their policies, programs and services.

Whilst this report is largely administrative in nature, the recruitment and selection of relevant Directors has been conducted with a view of having a gender and diversity balance on the Board.

## 12. Consideration of Climate Change and Sustainability

One of the overarching governance principles of the *Local Government Act 2020* is that the economic, social and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted.

In January 2020, this Council joined a growing number of cities around Australia and declared a "Climate and Ecological Emergency" and committed this Council to emergency action on climate change. Council has developed a Climate Change Emergency Strategy and Action Plan 2020-30 to help the City of Greater Dandenong become a resilient, net zero carbon emission city with an active community prepared for the challenges of changing climate.

This report largely has no impact on Council's Declaration on a Climate and Ecological Emergency, Council's Climate Change Emergency Strategy 2020-2030, or the requirements of the *Local Government Act 2020* in relation to the overarching governance principle on climate change and sustainability. The future role and strategies of the Board are however likely to significantly consider these impacts.

## 13. Related Council Policies, Strategies or Frameworks

- Aguatic Strategy 2019
- Make Your Move Greater Dandenong Physical Activity Strategy 2020-2030.

### 14. Recommendation

### That Council:

- 1. adopts the South-East Leisure Pty Ltd Constitution as attached to this report;
- 2. adopts the Management Services Agreement between Council and South-East Leisure Pty Ltd;
- 3. notes that in exercising the authority formally delegated to him by Council resolution of 8 February 2021, the Chief Executive Officer intends to appoint Steven Wright, Dr Malak Sukkar, Laura Buckley, Domenic Isola, Tim Cockayne and Mick Jaensch as Directors of South-East Leisure Pty Ltd for a three-year term commencing 1 July 2021;
- 4. notes that in exercising the authority formally delegated to him by Council resolution of 8 February 2021, the Chief Executive Officer intends to appoint Steven Wright as the Board Chairperson;
- 5. confirms the remuneration of Directors to be \$25,000 per annum for ordinary Board Members and \$35,000 for the Board Chair with both amounts to be subject to the payment of the mandatory superannuation contribution;
- 6. confirms remuneration levels will be indexed annually by the same percentage increases applied by the State Government to Councillor allowances; and
- 7. approves the initial allocation of \$300,000 to the company in establishment costs pending the provision of a full Annual Budget by the Company to Council by not later than 31 October 2021.

## **OTHER**

## SOUTH EAST LEISURE PTY LTD COMPANY ADMINISTRATION

## **ATTACHMENT 1**

## **MANAGEMENT SERVICES AGREEMENT**

PAGES 28 (including cover)

If the details of the attachment are unclear please contact Governance on 8571 5235.

### Maddocks

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info@maddocks.com.au www.maddocks.com.au

DX 259 Melbourne

## **Management Services Agreement**

Greater Dandenong City Council ABN 41 205 538 060 and

South East Leisure Pty Ltd ACN [##TBC]

Interstate offices
Canberra Sydney
Affiliated offices around the world through the

[8178497: 29634132\_1]

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[8178497: 29634132\_1]

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## **Management Services Agreement**

### **Dated**

### **Parties**

Name Greater Dandenong City Council ABN 41 205 538 060 Address Dandenong Civic Centre, 225 Lonsdale Street, Dandenong VIC 3175 Email [<mark>##TBC</mark>] [<mark>##TBC</mark>] Contact Short name Council Name South East Leisure Pty Ltd ACN [##TBC] Address [<mark>##TBC</mark>] [<mark>##TBC</mark>] Email Contact [<mark>##TBC</mark>] Short name SEL

## **Background**

- A. Council has established SEL as a beneficial enterprise under the Local Government Act 2020 (Vic) for the purposes of managing and providing services in respect of the assets and facilities of Council, of other government bodies including local governments and of private businesses.
- B. Council is the owner of four leisure facilities:
  - B.1 Dandenong Oasis;
  - B.2 Noble Park Aquatic Centre;
  - B.3 Springers Leisure Centre; and
  - B.4 Dandenong Stadium,

(collectively, the Centres).

C. Council resolved to appoint SEL to manage and operate the Centres from 1 July 2022 and to provide services in advance of commencing management and operation of the Centres.

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- Council's four key principles in establishing SEL to perform the Management Services under this Agreement are:
  - D.1 Community Outcomes
    - D.1.1 Services and programming will support improved health and wellbeing outcomes and respond to the unique and changing needs of the Dandenong community, and
    - D.1.2 High participation rates at the Centres, inclusive of all parts of the community and all demographic groups will be fostered.
  - D.2 Alignment to City of Greater Dandenong
    - D.2.1 The Centres and the Management Services provided will result in positive recognition for City of Greater Dandenong by users and the community, and
    - D.2.2 Management Services will be aligned to key Council objectives and strategies, including those set out in the endorsed Council Plan, Make Your Move Greater Dandenong Physical Activity Strategy 2020 – 2030, Council's Wellbeing Plan 2017-21 and the City of Greater Dandenong Aquatic Strategy (2019), and
    - D.2.3 the Centres will be accountable to Council for performance against agreed targets;
  - D.3 Centre Management
    - D.3.1 management of the Centres will be optimised and efficient, meeting all service requirements and safety standards; and
    - D.3.2 the Centres will be financially sustainable with effective risk management practices.
  - D.4 Asset Management
    - D.4.1 the use of the Centres and the major investment made by Council will be maximised through implementation of an agreed asset management plan; and
    - D.4.2 the Centres will be maintained in the most effective way for the life of each facility.
- E. Council's statement of purposes with respect to the establishment of SEL and the Centres is as follows:
  - E.1 Council's intention with the provision of the Centres is to:
    - E.1.1 empower the community to be physically active, supporting them to make choices through easy-to-understand information;
    - E.1.2 support and facilitate opportunities for the community to be physically active and engaged;
    - E.1.3 lead and support physical activity participation and advocate for the community to improve health, social and wellbeing outcomes through increased participation in physical activity;

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- E.1.4 create environments that encourage and support the community to be physically active and engaged; and
- E.1.5 use evidence to guide and drive decisions on how to increase participation in physical activity and improve the health and wellness of the community;
- E.2 the operations and programming of the Centres will be equitable and inclusive, delivering innovation, excellence, and access to a range of affordable, quality programs via professionally trained, customer focused and committed staff who will connect with the community and complimentary service providers;
- E.3 Centre management will be commercially astute, minimising the total service cost to Council while balancing the community needs for programs, activities and services to be physically active;
- E.4 the Centres will be well maintained, efficiently and effectively governed and managed to ensure Council's assets deliver these benefits across generations, with the life of these assets maximised to the full extent; and
- E.5 Council will receive recognition from the Dandenong community for its investment in the Centres and SEL.
- F. Council has resolved to implement a management framework for the operation of the Centres under which Council appoints SEL to operate the Centres in a commercially responsible manner that maximises community benefits and to provide the agreed Management Services to Council in respect of the Centres, including by:
  - F.1 developing a Strategic Plan aligned to Council's key strategic objectives for the future development and direction of the Centres for the consideration and approval of Council:
  - F.2 developing an Annual Plan & Budget in respect of each financial year consistent with the Strategic Plan for the consideration and approval of Council;
  - F.3 engaging with and providing quarterly reports to Council in relation to the operations of the Centres, including progress in the development of and execution of the Strategic Plan and the Annual Plan & Budget; and
  - F.4 in accordance with the Annual Plan & Budget, perform agreed items of routine operational maintenance and management, but not items of major capital maintenance which will be undertaken by Council in accordance with the Asset Management Plan.
- G. Council grants SEL a lease to each of the Centres. SEL will be permitted to sub-lease and licence parts of the Centres in accordance with this Agreement.
- H. Council may redevelop or replace any of the Centres. If Council resolves to redevelop a Centre, SEL will provide such assistance as required by Council in relation to the planning for the redevelopment, including providing to or procuring for Council, expert advice. SEL's obligations in relation to the management and operation of a Centre that is redeveloped or replaced will apply to the redeveloped or replaced Centre.
- I. In consideration of Council's appointment of it under this Agreement and the benefits referred to in paragraph D, SEL undertakes to Council to:
  - I.1 perform all of its roles, functions and duties with due care and skill;

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- I.2 ensure that it does not contravene (or Council to contravene) any obligations in respect of the Centres; and
- I.3 indemnify Council in respect of any claims arising out of a breach of its obligations referred to in paragraph I.2.



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### The parties agree

#### 1. Definitions

In this Agreement:

**Annual Plan & Budget** means the annual plan and budget for the operation of the Centres, which is consistent with the Strategic Plan, to be prepared by SEL for consideration and approval by Council in accordance with clause 4.3.

**Asset Management Plan** means the asset management plan concerning the monitoring, maintenance, refurbishment and replacement of the Centres' assets prepared by Council in accordance with clause 4.4.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Centres means the leisure centres set out in Background paragraph A.

Claim means any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of this Agreement) and whether at law, in equity, under statute or otherwise.

### Consequential Loss means any:

- (a) loss or damage, not arising naturally or directly (that is, according to the usual course of things) from the relevant breach, act or omission, whether or not that loss or damage may reasonably be supposed to have been in the contemplation of the parties, when they entered this Agreement, as the probable result of that breach, act or omission; or
- (b) loss of revenue, profit, opportunity, business, goodwill or reputation; failure to realise anticipated savings; loss or corruption of data; downtime costs; damage to credit rating; or penalties payable under contracts other than this Agreement (in each case, whether direct or indirect).

Commencement Date means the date of this Agreement.

**Council Representative** means a person in respect of whom Council has given SEL a notification under clause 4.6.

**Dividend** has the meaning given by clause 5.2.4.

End date means 31 June 2032.

Insolvency Event means any of the following events:

- (a) a party becomes insolvent;
- a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
- (c) a party assigns any of its property for the benefit of creditors or any class of them;



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- (d) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale; or
- (e) the party has a judgment or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given.

Lease means a lease from Council to SEL over all the premises at each of the Centres.

Local Government Act means the Local Government Act 2020 (Vic).

**Loss** means any damage, punitive damages, liability, Claim, obligation, duty, loss, charge, cost or expense (including legal expenses on a full indemnity basis and consultant's fees), interest, penalty, fine and tax, however it arises and whether it is present or future, fixed or unascertained, actual or contingent, and includes Consequential Loss.

#### Management Services means:

- (a) to operate and manage the Centres;
- (b) to develop the Strategic Plan for the future development and direction of the Centres for the consideration and approval of Council;
- (c) the development of the Annual Plan & Budget in respect of each financial year consistent with the Strategic Plan for the consideration and approval of Council;
- (d) to provide quarterly reports to Council in relation to the operations of the Centres, including progress in the development and execution of the Strategic Plan and Annual Plan & Budget; and
- (e) such other services as are described in this Agreement or as may be agreed between Council and SEL from time to time.

Management Fee has the meaning given in clause 5.2.3.

Quarter means a 3 month period commencing on 1 January, 1 April, 1 July or 1 October.

**Strategic Plan** means the long term strategic plan for the future development and direction of the Centres to be prepared by SEL for the consideration and approval of Council in accordance with clause 4.2.

Style Guides mean the Style Guides for each of the Centres developed in accordance with clause 4.10

Term means the term of this Agreement determined in accordance with clause 3.

### 2. Appointment

Council appoints SEL to provide the Management Services to Council for the Term subject to and in accordance with the terms and conditions of this Agreement.

SEL accepts that appointment.



### 3. Term

#### 3.1 Initial Term

The Agreement and the appointment of SEL commences on the Commencement Date and continues until the End Date unless extended pursuant to clause 3.2 or terminated sooner under clause 9.

#### 3.2 Renewal of Term

- 3.2.1 Not more than 12 months and not less than 6 months prior to the expiry of the then current Term, Council may give SEL written notice that it does not wish this agreement to renew.
- 3.2.2 Unless Council gives SEL a notice under clause, this Agreement will be taken to have been renewed for a further 10 years commencing upon the date it would otherwise have expired.
- 3.2.3 This Agreement may only be renewed under this clause 3.2 so that the total Term of the Agreement does not exceed 50 years from its commencement.

### 4. Management Services

### 4.1 Provision of Management Services to Council

- 4.1.1 SEL must provide the Management Services to Council:
  - (a) in accordance with all laws and any requirements of any authority;
  - (b) with reasonable care, skill and diligence;
  - (c) in accordance with the Strategic Plan approved by Council;
  - (d) in accordance with any relevant Annual Plan & Budget approved by Council; and
  - (e) in accordance with the Asset Management Plan.
- 4.1.2 SEL must not incur or make Council liable to the expenditure of any monies unless the expenditure has been provided for in the relevant Annual Plan & Budget or approved in writing by Council.

### 4.2 Strategic Plan

- 4.2.1 Within 8 months of the Commencement Date and again by 28 February in every 5<sup>th</sup> year from the date SEL commenced operating the Centres, SEL must prepare and provide to Council a draft Strategic Plan for the future development and direction of the Centres in consultation with Council, and any other relevant stakeholders.
- 4.2.2 The draft Strategic Plan must:
  - (a) cover a 5 year operating period;
  - (b) be consistent with Councils obligations under Part 4 of the Local Government Act 2020;

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- (c) align with Council objectives and strategies, including those set out in the endorsed Council Plan, Make Your Move Greater Dandenong Physical Activity Strategy 2020 – 2030, Council's Wellbeing Plan 2017021 and the City of Greater Dandenong Aquatic Strategy (2019); and
- (d) address any matters requested by Council to be addressed in relation to future development and direction of the Centres.
- 4.2.3 Council must review and approve or decline to approve the draft Strategic Plan by notice in writing to SEL.
- 4.2.4 If Council declines to approve the draft Strategic Plan:
  - Council must provide SEL with written reasons for declining to approve the draft Strategic Plan;
  - (b) SEL must reconsider the draft Strategic Plan and Council's reasons for declining to approve it; and
  - (c) SEL must resubmit a further draft Strategic Plan to Council for its review and approval.
- 4.2.5 Once Council approves the draft Strategic Plan, it is the Strategic Plan for the purposes of this Agreement.
- 4.2.6 During the term of a Strategic Plan, if there is a significant change in relation to:
  - (a) any Centre or the way in which any Centre is used;
  - (b) the operational management of any Centre;
  - (c) the circumstances of SEL,

SEL must notify Council and prepare a draft revised Strategic Plan for Council's approval under this clause 4.2.

4.2.7 Council may request SEL to review and update the Strategic Plan from time to time, including following any significant redevelopment of a Centre if SEL has not already done so under clause 4.2.6. The updated Strategic Plan must be provided within the timeframe specified by Council, but no later than 6 months from the date a redeveloped Centre commences operating.

### 4.3 Annual Plan & Budget

- 4.3.1 SEL must prepare and provide to Council a draft Annual Plan & Budget for its operations overall, the operation of the Centres and the provision of the Management Services in respect of each financial year.
- 4.3.2 The draft Annual Plan & Budget must:
  - (a) be consistent with Councils obligations under Part 4 of the Local Government Act;
  - (b) be prepared in consultation with Council;
  - (a) be consistent with the relevant Strategic Plan;

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- (b) include an amount payable by SEL to Council approximately equivalent to the payroll tax that would be payable by SEL if SEL was not exempt from payroll tax under section 59 of the *Payroll Tax Act 2007* (Vic);
- address any matters requested by Council to be addressed in relation to the operation of the Centres;
- include a detailed budget for the operation of the Centres during the relevant financial year specifying:
  - (i) expected rental and other income from the Centres;
  - (ii) expected income from the operation of the Centres;
  - (iii) expected costs of providing the Management Services;
  - (iv) expected costs of governance of SEL;
  - (v) anticipated working capital requirements;
  - (vi) provisions for Council approved asset renewal works and minor asset acquisitions;
  - (vii) the anticipated Management Fee or any surplus, including for each quarter during the term of the Annual Plan & Budgets specifying:
    - the forecast net income from the Quarter from all of SEL's operations;
    - the total forecast cost to SEL of providing operational management of the Centres during the quarter; and
    - SEL's forecast total administrative costs during the Quarter;
  - (viii) allocations to reserves that SEL or Council considers necessary during to maintain a positive cash balance the term of the Strategic Plan, including an Asset Management Reserve and a Centre Development Reserve; and
  - (ix) an amount allowed for contingencies not otherwise specified in subparagraphs (ii) to (viii) above;
- (e) contain detailed performance indicators for the performance of the Centres;
- contain a detailed plan for the ongoing maintenance of the Centres by SEL consistent with the Asset Management Plan;
- in respect of each financial year commencing on or after 1 July 2022, be provided to Council within timelines nominated by Council.
- 4.3.3 The budget prepared under clause 4.3.2(d) must:
  - (a) provide for a working capital ratio at the conclusion of the Financial Year of a minimum of 150% or such other ration specified by Council in writing; and
  - (b) ensure that SEL maintains a positive cash balance during each month.

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- 4.3.4 If Council declines to approve the draft Annual Plan & Budget:
  - Council must provide SEL with written reasons for declining to approve the draft Annual Plan & Budget;
  - (b) SEL must reconsider the draft Annual Plan & Budget and Council's reasons for declining to approve it: and
  - (c) SEL must resubmit a further draft Annual Plan & Budget to Council for its review and approval within 4 weeks.
- 4.3.5 Once Council approves the draft Annual Plan & Budget, it is the Annual Plan & Budget for the relevant financial year for purposes of this Agreement.

#### 4.4 Asset Management Plan

- 4.4.1 Council will prepare an Asset Management Plan for the monitoring, refurbishment and replacement of the Centres' assets during the Term.
- 4.4.2 The Asset Management Plan will:
  - (a) be prepared in consultation with SEL:
  - (b) identify all significant plant and equipment and other physical assets of the Centres and make provision for the refurbishment and replacement of assets as required from time to time and allocate primary financial responsibility for such, according to the general principle that:
    - Council, as owner of the Centres is financially responsible for the major capital maintenance, refurbishment and replacement of the Centre's plant and equipment; and
    - (ii) SEL, as manager of the Centres, is financially responsible for the day to day monitoring, maintenance and operation of the Centres' assets
- 4.4.3 Council must give SEL written notice under this clause of the Asset Management Plan in effect.
- 4.4.4 SEL must:
  - provide input and support to Council to assist Council in the preparation of the Asset Management Plan; and
  - (b) cooperate with Council to enable Council to carry out works specified in the Asset Management Plan.
- 4.4.5 Council may review and update the Asset Management Plan from time to time and must give SEL written notice of the amended Asset Management Plan in effect.

### 4.5 Changes to the Centres

- 4.5.1 SEL acknowledges that Council may consider and make plans for the redevelopment or replacement of any of the Centres.
- 4.5.2 If required by Council, SEL must provide to Council such assistance as required by Council, including providing, or procuring for Council, expert advice and opinion necessary to properly plan, cost and implement the redevelopment of a Centre.

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- 4.5.3 If Council resolves to redevelop or replace a Centre, SEL must:
  - prepare and provide to Council draft revisions of the Strategic Plan and Annual Plan & Budget within such timeframe as specified by Council; and
  - (b) provide input and support to Council to assist Council in the preparation of a revised Asset Management Plan.
- 4.5.4 If a Centre is redeveloped or replaced, the redeveloped or replaced Centre will be a Centre for the purposes of this Agreement.

### 4.6 Council Representatives

- 4.6.1 Council may notify SEL in writing of up to two individuals to be Council Representatives, who are:
  - (a) one Councillor; and
  - (b) one Council employee at the Director level.

### (each a primary Council Representative)

- 4.6.2 Council may notify SEL in writing at any time:
  - (a) to nominate an alternate Council Representative who meets the relevant requirement set out in clause 4.6.1 above, to perform the role of Council Representatives when the primary Council Representative is unavailable to do so (each an alternate Council Representative); or
  - (b) to change any of the primary or alternate Council Representatives.
- 4.6.3 To avoid any doubt, if both the primary and alternate Council Representative are present at a meeting or otherwise purporting to fulfil the role of Council Representative at the same time, only the primary Council Representative may do so

### 4.7 Participating in board meetings

- 4.7.1 SEL must:
  - ensure that each of the Council Representatives receives notice of each meeting of SEL's board of directors and all board papers at the same time as the SEL's directors; and
  - (b) permit the Council Representatives to attend and observe each meeting of SEL's board of directors.
- 4.7.2 SEL must ensure that its directors do not pass a circulating resolution of the directors unless a draft of the resolution and any information being provided to SEL's directors in connection with the resolution are first provided to the Council Representatives
- 4.7.3 Council Representatives may wish to:
  - (a) make a statement at a meeting of SEL's board of directors; or
  - (b) provide information to be included in any material to considered by SEL's directors in connection with a proposed resolution,



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- in which case SEL must permit the Council Representative to make the statement or include the information in that material (as applicable).
- 4.7.4 The Council Representatives will not be directors of SEL and will not be able to cast a vote in respect of any resolution. Participating in a meeting, making a statement or providing information will not be taken to be acts of a person who is in the position of director.
- 4.7.5 Nothing in clauses 4.7.1 and 4.7.2 prevents SEL's directors from holding a meeting or passing a resolution if one or both positions as Council Representative are vacant and Council has not notified SEL of a replacement.

### 4.8 Reports by SEL to Council

- 4.8.1 SEL must provide Council with Quarterly written reports on the performance of the Centres and the consolidated performance of SEL within 20 Business Days of the end of each Quarter, including:
  - (a) a summary financial performance of the Centres in the preceding Quarter;
  - (b) the status of the key performance indicators in the current Annual Plan & Budget;
  - any significant departures from the current Annual Plan & Budget or Strategic Plan; and
  - (d) any other potential issues in relation to the Centres which may have a significant positive or negative effect on the Centres or its performance in the future: and
  - (e) any other matters requested by Council from time to time.
- 4.8.2 SEL must maintain proper accounts, books and records in accordance with the Corporations Act 2001 (Cth) and Part 4 of the Local Government Act and prepare and, unless requested by Council in writing to the contrary, provide Council with a financial report and directors' report for each financial year. This clause has effect as a notice to SEL from its sole shareholder under section 293 of the Corporations Act 2001 (Cth).
- 4.8.3 SEL must facilitate and fully cooperate with any audit or inspection of its accounts or records under Part 4 of the Local Government Act.
- 4.8.4 Within 3 months after the end of each financial year, SEL must provide to Council a report on the operations of the Centres and the consolidated performance of SEL for the previous financial year incorporating both audited financial accounts and a high level governance report from the board of SEL covering risk and compliance issues.
- 4.8.5 SEL must provide Council with any information or copies of any documents in its possession or under its control within a reasonable time of a written request by Council for the information or document.

### 4.9 Meetings between Council and SEL

4.9.1 Representatives of Council and SEL must meet regularly in accordance with an agreed meeting schedule and as requested by Council from time to time to discuss:

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- the status of current and draft Strategic Plans, Annual Plan & Budget and Asset Management Plan;
- the performance of the Centres and issues affecting its performance or opportunities for improvement; and
- (c) other matters relevant to the Centres as agreed or requested by Council from time to time.

### 4.10 Style Guides

- 4.10.1 Council will prepare Style Guides and SEL must work with Council to assist in the development of the Style Guides.
- 4.10.2 Council must give SEL written notice under this clause of the Asset Management Plan in effect
- 4.10.3 SEL must comply with the requirements of the Style Guides where applicable, including in relation to relevant:
  - (a) naming of the Centres;
  - (b) branding of the Centres;
  - (c) promotional material and activities;
  - (d) signage;
  - (e) displays at the Centres; and
  - (f) advertisements of the Centres.
- 4.10.4 SEL acknowledges that Council may vary the Style Guides from time to time during the Term by providing SEL with either:
  - (a) a revised version the Style Guides; or
  - (b) written notice setting out the details of any variations to the Style Guides.

### 5. Financial matters

### 5.1 Right to Receive Rent and Income

- 5.1.1 Council assigns to SEL the right to receive all rent and income derived in respect of the Centres during the Term.
- 5.1.2 Council must provide all reasonable assistance to SEL including providing such payment directions as are necessary to enable SEL to receive all rent and income derived in respect of the Centres during the Term.

### 5.2 Management Fee and Dividend

5.2.1 Before the commencement of each Quarter, SEL must calculate the consolidated net expected outcome of SEL as a whole (Net Outcome) taking into account the following matters:

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- (a) the forecast net income from the Quarter from all of SEL's operations;
- (b) the total forecast cost to SEL of providing operational management of the Centres during the quarter;
- (c) SEL's forecast total administrative costs during the Quarter;
- (d) the objective to maintain a working capital ratio of at least 150% or such other ratio specified in Council in writing;
- the objective to maintain positive monthly cash flows and provide for approved budgetary contingencies;
- (f) the reserves approved by Council; and
- (g) budgeted allowances for asset renewal works of minor capital funding approved by Council.
- 5.2.2 Where any of the forecasts referred to in paragraphs 5.2.1 differ from the relevant forecast included in the current Annual Plan & Budget by 10% or more, SEL must provide Council with a written report setting out the reasons for the difference.
- 5.2.3 Where the Net Outcome forecasts a net deficit, this Council will pay an amount equal to the deficit as a fee (Management Fee). SEL must provide Council with a tax invoice prepared in accordance with clause 10 and Council will pay the invoiced Management Fee before the start of the Quarter.
- 5.2.4 Where the Net Outcome forecasts a surplus, SEL will declare the amount of the surplus as a dividend (**Dividend**) which must be payable before the start of the Quarter.

### 5.3 Payments by Council

- 5.3.1 In addition to the Management Fee, Council must pay to SEL any other amount specified in a relevant Annual Plan & Budget approved by Council under clause 4.3.5 at the time specified in the Annual Plan & Budget.
- 5.3.2 Nothing in this Agreement prevents SEL from seeking additional grant or other funding from Council under any general or special purpose grant or funding programs operated by Council, according to the terms of those programs. Council is not obliged to comply with any request for additional funding.

### 5.4 Payment to Council

If, at the end of any financial year, SEL achieves a financial outcome that is greater than the outcome set out in the Annual Plan & Budget, Council may:

- 5.4.1 require SEL to pay a further dividend to Council an amount up to the amount of the surplus;
- 5.4.2 set-off an amount up to the amount of the surplus against the Management Fee payable in respect of the next financial year; or
- 5.4.3 require an amendment to the Annual Plan & Budget to account for the surplus.



### 6. Occupancy of the Centres

### 6.1 Lease

- 6.1.1 Council will grant SEL a Lease in respect of each of the Centres.
- 6.1.2 SEL agrees to enter into a Lease with Council in respect of each of the Centres in the form set out in Schedule 1.

### 6.2 Sub-leasing and sub-licencing

- 6.2.1 Subject to the Strategic Plan and the Annual Plan & Budget, SEL may grant users of the Centres a non-exclusive licence to enter and use the Centres in accordance with terms and conditions determined by SEL and Council will not grant such licenses itself.
- 6.2.2 SEL may grant third party organisations with a:
  - (a) sub-lease for the exclusive possession of a particular part of a Centre; or
  - (b) licence to for the non-exclusive possession of a particular part of a Centre,

in accordance with terms and conditions determined by SEL.

- 6.2.3 Promptly after receiving a request from Council, SEL must grant a third-party organisation with a sub-licence for the use of a Centre.
- 6.2.4 SEL is responsible for the management of any sub-leases or licences it grants in respect of the Centres, including any granted at the request of Council in accordance with clause 6.2.3.
- 6.2.5 Any terms and conditions of use of the Centres determined by SEL must be consistent with the terms of this Agreement.

### 7. Indemnity

- 7.1.1 SEL must ensure that it complies with the terms of this Agreement and does not do any act or make any omission that would cause SEL or Council to be in contravention or breach of any legal obligation in relation to the Centres.
- 7.1.2 SEL must indemnify Council against the full cost to Council of any Loss arising out of any breach of clause 7.1.1, except to the extent that the Loss arises out of an act or omission by Council which was negligent, in breach of this Agreement or the law.

### 8. Dispute avoidance and resolution

### 8.1 Dispute avoidance

8.1.1 Each of SEL and Council acknowledge a desire to avoid the cost, lost time and expenditure or diversion of resources likely to arise from any prolonged dispute between them arising out of or in connection with this Agreement or the management of the Centres by SEL.



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- 8.1.2 Accordingly, each party agrees that, so far as practicable, it will conduct its dealings with the other in such a way as to minimise disputation with the other. Without limitation to that general principle, each party will:
  - promptly notify the other of any facts, matters, circumstances or issues which have arisen or of which it becomes aware which may become the source of a dispute;
  - discuss the subject matter of any such notice in good faith with the other party to attempt to prevent the facts, matters, circumstances or issues from becoming a dispute; and
  - (c) act in accordance with any agreed outcomes reached under clause 8.1.2(b) to the extent that the agreed outcome is consistent with this Agreement and the law.

### 8.2 Dispute resolution

- 8.2.1 If a dispute arises concerning this Agreement or any aspect of the management of the Centres, either of the parties may serve a dispute notice on the other. The dispute notice must state that a dispute has arisen and briefly identify the matter in dispute.
- 8.2.2 SEL's CEO and Council's Director of Community Services or any Director with responsibility of the Centres must meet to attempt to resolve the dispute as expeditiously as possible.
- 8.2.3 If the dispute is not able to be resolved under clause 8.2.2, Council's CEO may make a determination to resolve the dispute, which shall be binding upon both parties.

### 8.3 Disputes with members of the public or members of the Centres

The parties acknowledge that, as between themselves, SEL has the primary role to receive and resolve complaints by or disputes with members of the Centres or members of the public concerning the Centres.

### 9. Termination

### 9.1 Termination by Agreement

Council and SEL may terminate this Agreement at any time by written agreement.

### 9.2 Termination by Council

Council may terminate this Agreement at any time by written notice:

- 9.2.1 for convenience, by providing SEL with not less than 12 months prior written notice; or
- 9.2.2 if SEL has breached this Agreement in a way that is not capable of remedy; or
- 9.2.3 if SEL has breached this Agreement and has not rectified the breach within 21 days of Council providing it with written notice requiring it to do so; or
- 9.2.4 if SEL suffers an Insolvency Event.



#### 9.3 Consequences of termination

Upon termination of this Agreement for any reason, SEL must do all things requested by Council to facilitate an orderly transition of the provision of the Management Services to Council or another manager nominated by Council including:

- 9.3.1 by ensuring that any contracts entered into by SEL in relation to the operation of the Centres are transferable (by assignment or novation) to Council or its nominee, but only upon Council's request;
- 9.3.2 by maintaining and providing to Council upon request current versions of all information and documents (including operating manuals, technical manuals, procedures manuals) necessary or helpful to operate the Centres and provide the Management Services; and
- 9.3.3 by maintaining and returning to Council upon request all databases used or maintained by SEL to operate the Centres and provide the Management Services, which remain the property of Council.

### 10. GST

### 10.1 Definitions

In this clause:

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

### 10.2 GST exclusive

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

## 10.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (GST Amount), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 10.4, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Agreement).

### 10.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 10.3.

### 10.5 Reimbursements

If this Agreement requires a party to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:



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- 10.5.1 the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
- 10.5.2 if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.

#### 10.6 Adjustment events

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

- 10.6.1 the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and
- 10.6.2 any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

### 11. Security interests

SEL must not encumber or otherwise grant a security interest in respect of any personal property in which SEL has rights, other than a Permitted Security Interest.

For the purposes of this clause 11:

personal property has the meaning given in the PPSA;

#### Permitted Security Interest means:

- (a) a purchase money security interest given in the ordinary course of SEL's business;
- (b) a security interest in favour of Council; or
- a security interest given with Council's prior written consent, subject to satisfaction of any conditions that Council may impose (in its absolute discretion).

PPSA means the Personal Property Securities Act 2009 (Cth);

purchase money security interest has the meaning given in the PPSA;

rights has the same meaning as under the PPSA; and

security interest has the meaning given in the PPSA.

### 12. Notices

### 12.1 Delivery of notice

- 12.1.1 A notice or other communication given to a party under this Agreement must be in writing and in English, and must be delivered to the party by:
  - (a) delivering it personally to the party;
  - (b) leaving it at the party's address set out in the notice details;

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- (c) posting it by prepaid post to the party at the party's address set out in the notice details;
- (d) email to the party's email address set out in the notice details.
- 12.1.2 If the person to be served is a company, the notice or other communication may be served at the company's registered office.

### 12.2 Notice details

- 12.2.1 The notice details of each party are set out on page 1 of this Agreement under the heading 'Parties' (or as notified by a party to the other parties according to this clause).
- 12.2.2 Any party may change its notice details by giving notice to the other parties.

#### 12.3 Time of service

- 12.3.1 A notice or other communication is taken to be delivered:
  - (a) if delivered personally or left at the person's address, upon delivery;
  - (b) if posted within Australia to an Australian address:
    - (i) using express post, 2 Business Days after posting; and
    - (ii) using any other prepaid post, 6 Business Days after posting;
  - if posted to an address in a different country, 10 Business Days after posting;
  - (d) if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.
- 12.3.2 Despite clause 12.3.1, a notice or other communication which is received after 5.00pm or on a non-business day (each in the place of receipt), is taken to be delivered at 9.00am on the next business day in the place of receipt.

### 13. Interpretation

### 13.1 Words and headings

In this Agreement, unless expressed to the contrary:

- 13.1.1 words denoting the singular include the plural and vice versa;
- 13.1.2 the word 'includes' in any form is not a word of limitation;
- 13.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 13.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and

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13.1.5 no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

### 13.2 Specific references

In this Agreement, unless expressed to the contrary, a reference to:

- 13.2.1 a gender includes all other genders;
- 13.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 13.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 13.2.4 writing includes writing in digital form;
- 13.2.5 'this Agreement' is to this Agreement as amended from time to time;
- 13.2.6 'A\$'. '\$'. 'AUD' or 'dollars' is a reference to Australian dollars:
- 13.2.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- 13.2.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 13.2.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 13.2.10 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 13.2.11 any body (Original Body) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

### 14. General

### 14.1 Governing law

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

### 14.2 Variation

This Agreement may only be varied by a document executed by the parties.

### 14.3 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.



#### 14.4 Entire understanding

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

#### 14.5 Liability

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

#### 14.6 Severability

- 14.6.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 14.6.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

#### 14.7 Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

### 14.8 No assignment without consent

SEL must not:

- 14.8.1 sell, transfer, novate, delegate, assign, licence; or
- 14.8.2 mortgage, charge or otherwise encumber

any right or obligation under this Agreement to any person without the prior written consent of Council.

### 14.9 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

### 14.10 Survival and enforcement of indemnities

- 14.10.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.
- 14.10.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

### 14.11 No relationship

Other than expressed to the contrary:



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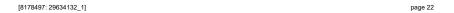
- 14.11.1 no party to this Agreement has the power to obligate or bind any other party;
- 14.11.2 nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties; and
- 14.11.3 nothing in this Agreement will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

### 14.12 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

### 14.13 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.



	Maddocks
Signing Page	
Executed by the parties	
The Common Seal of the Greater Dandenong City Council was hereunto affixed in the presence of:	e )
	Chief Executive Officer
	Councillor
Executed by South East Leisure Pty Ltd ACN [##TBC] in accordance with s 127(1) of the Corporations Act 2001:	}
Signature of Director	Signature of Director/Company Secretary
Print full name	Print full name

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Schedule 1 Lease

[##insert proposed lease]



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#### **OTHER**

#### SOUTH EAST LEISURE PTY LTD COMPANY ADMINISTRATION

# **ATTACHMENT 2**

# **CONSTITUTION**

**PAGES 21 (including cover)** 

If the details of the attachment are unclear please contact Governance on 8571 5235.

# Maddocks

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Telephone 61 3 9258 3555 Facsimile 61 3 9258 3666

info@maddocks.com.au www.maddocks.com.au

DX 259 Melbourne

## Constitution

South East Leisure Pty Ltd ACN [##]

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

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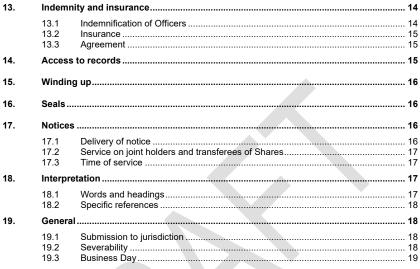
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#### 4.3.3 South East Leisure Pty Ltd Company Administration (Cont.)

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#### South East Leisure Pty Ltd (Company)

A company limited by shares

#### Constitution

#### 1. Definitions

In this Constitution:

Act means the Corporations Act 2001 (Cth).

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Director means a director appointed under clause 9.

**Distributions** has the meaning given in clause 12.1.1(a).

Indemnified Loss means, in relation to any fact, matter or circumstance:

- (a) all Loss arising out of or in connection with that fact, matter or circumstance; and
- (b) all legal and other professional expenses on a solicitor-client basis incurred in defending or resisting (or otherwise in connection with) proceedings, whether criminal, civil, administrative or investigatory in nature arising out of or connected with the fact, matter or circumstance.

#### Law includes:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in Australia; and
- (b) any statute, regulation, proclamation, ordinance or by-law in Australia.

Loss means damage, liability, action, loss, charge, cost or expense.

Managing Director means a managing Director appointed under clause 10.1.1.

Member means the Shareholder.

#### Officer means:

- (a) a Director, Secretary or executive officer of the Company; and
- (b) other officers of the Company or a related body corporate of the Company as the Directors may decide.

**Register** means the register of Members required to be kept under the Act and includes a branch register (if applicable).

**Representative** means, in relation to a body corporate, a person authorised by the body corporate to act as its representative as allowed by the Act.

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Secretary means a secretary of the Company.

Share means shares in the capital of the Company.

Shareholder means the City of Greater Dandenong.

**Terms of Issue** means the rights and any restrictions attaching to a Share and includes any rights and restrictions in relation to a Share under any employee share scheme.

#### 2. Constitution

#### 2.1 Application of the Act

- 2.1.1 The replaceable rules in the Act do not apply to the Company.
- 2.1.2 An expression in a clause of this Constitution that deals with a matter which is dealt with by a provision of the Act or which is defined in the Act has the same meaning as in the Act, unless that expression is given a different meaning in this Constitution

#### 2.2 Inconsistency

Where:

- 2.2.1 the Act; or
- 2.2.2 any Terms of Issue;

confer a right on a Member or on another person, impose a restriction on exercise of rights or powers or require that a particular procedure be followed before:

- 2.2.3 any right or power under this Constitution is exercised;
- 2.2.4 any resolution is passed; or
- 2.2.5 any other thing is done by the Company, the Officers or the Members,

then the provisions of this Constitution will be subject to the exercise of that right or restriction and the Company, Officers and Members must comply with any procedure that is required to be followed.

# 3. Name of the Company

The name of the Company is South East Leisure Pty Ltd.

#### 4. Liability of Shareholder

The liability of the Shareholder is limited.

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#### 5. Limitations on Company

#### 5.1 Members

The City of Greater Dandenong or its successor entities is the only Member of the Company.

#### 5.2 Subscription

The Company prohibits:

- 5.2.1 any invitation to the public to subscribe for; and
- 5.2.2 any offer to the public to accept subscriptions for

any Shares in, or debentures of, the Company.

#### 5.3 Deposits

The Company prohibits any invitation to the public to deposit money with, and any offer to the public to accept deposits of, money with the Company for fixed periods or payable at call, whether bearing or not bearing interest.

#### 5.4 Prohibition on Borrowing

The Company must not borrow money or charge any property or business of the Company or issue debentures or give any other security for a debt, liability or obligation of the Company other than with the approval of the Shareholder.

#### 6. Share capital

#### 6.1 General

Shares issued will be ordinary shares.

#### 6.2 Entitlement to Share Certificates

- 6.2.1 A person whose name is entered as a Member in the register of Members is entitled to receive a certificate in respect of their Shares in accordance with the Act but, in respect of a Share or Shares held jointly by several persons, the Company is not bound to issue more than one certificate.
- 6.2.2 Delivery of a certificate for a Share to one of several joint holders is sufficient delivery to all such holders.

#### 6.3 Lost or Destroyed Certificates

Upon the loss or destruction of a Share certificate, it may be renewed upon payment of a fee not exceeding the prescribed amount pursuant to the Act and on provision of:

- 6.3.1 a statement in writing that the certificate has been lost or destroyed, and has not been pledged, sold or otherwise disposed of and, if lost, that proper searches have been made; and
- 6.3.2 an undertaking in writing that if it is found or received by the owner it will be returned to the Company.



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#### 7. Transfer of Shares

The Shareholder may not transfer its Shares to any other person or entity.

#### 8. Decisions of Shareholder

- 8.1.1 If the Shareholder records the Shareholder's decision to a particular effect, the recording of the decision counts as the passing by the Member of a resolution to that effect at a general meeting of the Company.
- 8.1.2 A record made for the purposes of clause 8.1.1 also has effect as minutes of the passing of the resolution.
- 8.1.3 A record made for the purposes of clause 8.1.1 must be made in writing.

#### 9. Directors

#### 9.1 General

- 9.1.1 There must be:
  - (a) at least 1 Director; and
  - (b) not more than 7 Directors.
- 9.1.2 The Shareholder may, by resolution:
  - appoint a person as a Director for a term stated in their notice of appointment of up to 3 years; and
  - (b) increase or reduce the maximum number of Directors specified in clause 9.1.1
- 9.1.3 A director who has reached the end of the term of their appointment under clause 9.1.2(a) is eligible for re-appointment, provided that their total continuous term of appointment as a director is not more than 9 years.

#### 9.2 Retirement

- 9.2.1 Unless reappointed by the Shareholder, a Director is deemed to have retired at the expiry of the term stated in their notice of appointment under clause 9.1.2(b).
- 9.2.2 Any Director may retire from office by giving written notice to the Company of his or her intention to retire.
- 9.2.3 Any resignation of a Director will take effect from the date specified in the notice or if the date of resignation is earlier than the date of service of the notice on the Company, the resignation will take effect from the date of service on the Company.

#### 9.3 Filling of Vacancy

9.3.1 to replace a Director who has ceased to hold office; or

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9.3.2 as an additional Director but so that the total number of Directors does not at any time exceed the number determined in accordance with clause 9.1.

#### 9.4 Removal of Directors

- 9.4.1 The Shareholder may by resolution remove any Director before the expiration of his or her period of office, and may by resolution appoint another person in his or her place.
- 9.4.2 The person so appointed shall be subject to retirement at the same time as if he or she had become a Director on the day on which the Director in whose place he or she is appointed was last elected a Director.

#### 9.5 Remuneration of Directors

- 9.5.1 The Directors shall be paid such remuneration as shall from time to time be determined by the Shareholders.
- 9.5.2 That remuneration shall be deemed to accrue from day to day.
- 9.5.3 The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company in accordance with a Directors' expenses policy approved by the Shareholder (if any).

#### 9.6 Share Qualification of Directors

The Share qualification of Directors is nil.

#### 9.7 Termination of office

A person ceases to be a Director:

- 9.7.1 if an act, matter or thing occurs which results in the person ceasing to be a Director as required by the Act;
- 9.7.2 if the Director is removed from office by resolution of the Company; or
- 9.7.3 if the Director resigns by notice in writing to the Company.

#### 9.8 Additional Circumstances for Vacation of Office

In addition to the circumstances in which the office of a Director shall become vacant by virtue of the Act, the office of a Director shall become vacant if the Director:

- 9.8.1 becomes of unsound mind or becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- 9.8.2 resigns his or her office by notice in writing to the Company;
- 9.8.3 is absent without the consent of the Directors from meetings of the Directors held during a period of 6 months;
- 9.8.4 without the consent of the Company in general meeting holds any other office of profit under the Company except that of Managing Director or principal executive officer or executive Director; or

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9.8.5 has, subject to clause 9.10, a conflict of interest and fails to declare the nature of his or her interest as required by the Act.

#### 9.9 Interested Directors

- 9.9.1 A Director may:
  - (a) hold any office or place of profit in the Company, except that of auditor;
  - (b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
  - (c) enter into any contract or arrangement with the Company;
  - participate in any association, institution, fund, trust or scheme for past or present employees of the Company or Directors or persons dependent on or connected with them: or
  - (e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor.
- 9.9.2 If a Director does any of the things set out in clause 9.9.1, that Director may:
  - participate in and be counted in a quorum for any meeting, resolution or decision of the Directors, and be present at any meeting where any matter is being considered by the Directors;
  - (b) sign or participate in the execution of a document by or on behalf of the Company; and
  - (c) exercise the voting power conferred by securities in any entity held by the Company, including in circumstances where a Director may be interested in the exercise, such as a resolution appointing a Director as an officer of the entity or providing for the payment of remuneration to officers of the entity.
- 9.9.3 A Director may do any of the things listed in clause 9.9.1:
  - (a) without any liability to the Company for any direct or indirect benefit accruing to the Director; and
  - (b) without affecting the validity of any contract or arrangement.
- 9.9.4 Nothing in this clause 9.6 relieves a Director from:
  - (a) complying with the requirements of the Act relating to the disclosure of, and voting of matters involving, material personal interests; and
  - (b) the obligation to act in good faith and in the best interests of the Company as a whole.

#### 9.10 Conflict of interest

- 9.10.1 A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors and the Shareholder notice of the interest as soon as practicable after the Director becomes aware of their interest in the matter.
- 9.10.2 The Director shall declare the full details of the nature and extent of the interest and its relation to the affairs of the Company.

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- 9.10.3 The Secretary shall record the declaration of a Director's interest in the minutes of the next meeting of Directors after receipt of the declaration.
- 9.10.4 The Director may give the other Directors standing notice of the nature and extent of the interest in the matter either at a Directors' meeting or to the other Directors individually and in writing.
- 9.10.5 If standing notice is given to the other Directors individually in writing, it must be tabled at the next meeting of Directors after it is given.
- 9.10.6 Notwithstanding any rule of law or equity to the contrary but subject to clause 9.8.5, no Director shall be or become disqualified from his or her office by contracting with the Company either as vendor or purchaser, or promoter or otherwise or from being employed or performing any service for or on behalf of the Company in any capacity, professional or otherwise, nor shall any such contract or arrangement be liable to be impeached, affected or avoided by reason of that Director being a party to or otherwise interested in that contract or arrangement, nor shall that Director be liable to account to the Company for any profit realised by or in respect of such contract or arrangement.

#### 9.11 Powers of Directors

- 9.11.1 The Directors are responsible for managing the business of the Company. The Directors may exercise all the powers of the Company which are not required by the Act or this Constitution to be exercised by the Company in general meeting.
- 9.11.2 While the Company is a wholly owned subsidiary, its Directors may act in the best interests of the Company's holding company.

#### 9.12 Proceedings of Directors

- 9.12.1 The Directors may meet together to attend to business and adjourn and regulate their meetings as they decide.
- 9.12.2 A meeting of the Directors may be held using any technology consented to by all of the participating Directors (Approved Technology). The consent may be a standing one.
- 9.12.3 Where a meeting of Directors is held at two or more venues using Approved Technology:
  - a Director participating in the meeting is taken to be present in person at the meeting;
  - (b) all the provisions in this Constitution relating to meetings of Directors apply, so far as they can and with such changes as are necessary, to meetings using Approved Technology; and
  - (c) the meeting is taken to be held at the place decided by the chair of the meeting, if at least one of the Directors was at that place for the duration of the meeting.
- 9.12.4 If the technology used for a meeting of Directors encounters a technical difficulty, whether before or during the meeting, and as a result a Director is not being able to participate in the meeting, the chair may:
  - allow the meeting to continue, if a quorum of Directors remains able to participate in the meeting; or

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 adjourn the meeting either for a reasonable period to fix the technology or to another time and location as the chair decides,

unless required to do otherwise by the Act.

#### 9.13 Calling meetings of Directors

- 9.13.1 A Director may call a meeting of the Directors at any time.
- 9.13.2 A Secretary must call a meeting of the Directors at the request of a Director.

#### 9.14 Notice of meetings of Directors

- 9.14.1 Notice of a meeting of Directors must be given to each Director, other than a Director who will be on a leave of absence approved by the other Directors at the time of the relevant meeting.
- 9.14.2 A Director may waive notice of any meeting of Directors by notice to the Company.
- 9.14.3 If a person who is entitled to receive notice of a meeting of Directors does not receive that notice or the notice is not given, every act performed or resolution passed at the meeting will still be effective provided that:
  - (a) the failure to receive or give notice occurred by accident or error;
  - (b) before or after the meeting the person:
    - (i) has waived or waives notice of that meeting under clause 9.14.2; or
    - (ii) has given or gives the Company notice of the person's agreement to that act or resolution.
- 9.14.4 If a person attends a meeting of Directors, that person waives any objection that person may have to a failure to give notice of the meeting.

#### 9.15 Quorum at meetings of Directors

- 9.15.1 No business may be transacted at a meeting of Directors unless a quorum of Directors is present when the meeting proceeds to business. This requirement does not apply to the election of a chair or the adjournment of the meeting.
- 9.15.2 At a meeting of Directors, the number of Directors whose presence shall be necessary to constitute a quorum shall be such number as shall be determined by the Directors and, unless so determined, shall be:
  - (a) one Director, if the Company has only one Director; or
  - (b) 50% of the Directors rounded down to the nearest whole number of Directors, if the Company has 2 or more Directors.

#### 9.16 Chair

- 9.16.1 The Shareholder shall appoint one Director as chair of Directors' meetings and may determine the period for which that Director is to hold office.
- 9.16.2 The Directors may elect one of their number as deputy chair of their meetings and may determine the period of office for which that Director is to hold office.

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- 9.16.3 The deputy chair shall chair the meetings of the Directors where the chair is absent or not present within 10 minutes after the time appointed for the time of the meeting or is unwilling to act.
- 9.16.4 Where a meeting of Directors is held and:
  - a chair has not been appointed as provided by clause 9.16.1 and a deputy chair has not been elected as provided by clause 9.16.2; or
  - (b) the chair and the deputy chair are both absent or not present within 10 minutes after the time appointed for the holding of the meeting or are unwilling to act,
  - (c) the Directors present shall elect one of their number to be the chair of the meeting.

#### 9.17 Decisions of Directors

- 9.17.1 Questions arising at a meeting of Directors will be decided by a majority of votes of Directors present and entitled to vote.
- 9.17.2 If there is an equal number of votes for and against a proposed resolution the chair of the meeting will have a second or casting vote.

#### 9.18 Written resolutions

- 9.18.1 If the Company has one Director, that Director may pass a resolution by recording it and signing the record.
- 9.18.2 The Directors may pass a resolution without holding a Directors' meeting if all the Directors entitled to vote on the resolution sign a document setting out the resolution and containing a statement that they are in favour of the resolution.
- 9.18.3 For the purposes of clause 9.18.2:
  - the resolution is taken to have been passed when the last person signs the document; and
  - separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

#### 9.19 Delegation by Directors

- 9.19.1 The Directors may delegate any of their powers to:
  - (a) a committee of Directors; or
  - (b) a Director; or
  - (c) any other person, including as attorney or agent.
- 9.19.2 The delegate must exercise the powers delegated in accordance with any directions of the Directors.
- 9.19.3 The exercise of a power by a delegate is as effective as if the Directors had exercised it.

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9.19.4 The rules applying to meetings and resolutions of Directors apply, so far as they can and with such changes as are necessary, to meetings and resolutions of a committee of Directors.

#### 9.20 Validity of acts

An act by a person acting as a Director or by a meeting of Directors or a committee of Directors attended by a person acting as a Director is valid despite:

- 9.20.1 a defect in the appointment of the person as a Director;
- 9.20.2 the person being disqualified to be a Director or having vacated office; or
- 9.20.3 the person not being entitled to vote,

if the person or the Directors or committee (as the case may be) were not aware of the relevant circumstances when the act was done.

#### 10. Executive officers

#### 10.1 Managing Director

- 10.1.1 The Directors may, with the prior written consent of the Shareholder, appoint by written agreement one or more of their number to the office of Managing Director for such period and on such terms as are agreed, and, subject to the terms of any agreement entered into in a particular case, may revoke or vary any such appointment.
- 10.1.2 A Director so appointed shall not, while holding that office, be subject to retirement, but his or her appointment shall automatically terminate if he or she ceases for any cause to be Managing Director.

#### 10.2 Remuneration of Managing Director

A Managing Director shall, subject to the terms of any agreement entered into in a particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) specified in the agreement between the Company and the Managing Director.

#### 10.3 Powers of Managing Director

- 10.3.1 The Directors may, upon such terms and conditions and with such restrictions as they think fit, confer upon a Managing Director any of the powers exercisable by them
- 10.3.2 Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- 10.3.3 The Directors may at any time revoke or vary any of the powers so conferred on a Managing Director.
- 10.3.4 The Directors may delegate the responsibility for the day to day management of the operations of the Company to the Managing Director.
- 10.3.5 The Managing Director will carry out the directions of the Directors and report to the Directors.

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#### 10.4 Secretary

The Directors may appoint one or more people as Secretary.

#### 11. Distribution of profits

#### 11.1 Dividends

The Directors may:

- 11.1.1 declare or determine that a dividend is payable;
- 11.1.2 fix a record date for the dividend, and the amount and time for payment; and
- 11.1.3 authorise the payment to, or at the direction of, each Member entitled to the dividend.

#### 11.2 Reserves

- 11.2.1 The Directors may set aside reserves or provisions out of the Company's profits for any purposes they decide.
- 11.2.2 The Directors may appropriate to the Company's profits any amount previously set aside as a reserve or provision.
- 11.2.3 An amount set aside as a reserve or provision does not need to be kept separate from the other assets of the Company and reserved amounts may be used as the Directors decide.

#### 12. Distributions

#### 12.1 Payment of dividends and other distributions

- 12.1.1 Subject to the Terms of Issue of any Share:
  - dividends or other distributions to a Member (Distributions) must be paid in proportion to the number of Shares held by a Member; and
  - (b) Distributions must be apportioned and paid proportionately to the amounts paid or credited as paid on a Share during any portion of the period in respect of which the Distribution is paid.
- 12.1.2 Interest is not payable by the Company in respect of any Distribution.
- 12.1.3 A Distribution in respect of a Share must be paid to the person who is registered, or entitled under clause 12.1.1to be registered, as the holder of the share if:
  - (a) the Directors have fixed a record date for the Distribution, on that date; or
  - (b) the Directors have not fixed a record date for the Distribution, on the date the Distribution is paid.
- 12.1.4 The Directors may:
  - direct payment of a Distribution wholly or partly by the distribution of specific assets: and

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- (b) direct that a Distribution be paid to particular Members wholly or partly out of a particular fund or reserve or out of profits derived from a particular source and to the remaining Members wholly or partly out of any other particular fund or reserve or out of the profits derived from any other particular source or generally.
- 12.1.5 The Directors may deduct from any Distribution payable to a Member any amount presently payable by the Member to the Company and apply the amount deducted towards satisfaction of the amount owing.
- 2.1.6 A Distribution to be made in cash may be paid using any payment method chosen by the Company, including:
  - by cheque sent through the post directed to the address of the Member in the Register or, in the case of joint holders, to the address of the holder named first in the Register;
  - (b) by cheque sent through the post to another address notified by the Member to the Company;
  - (c) by electronic transfer to an account notified by a Member to the Company; or
  - (d) by another method of direct credit determined by the Directors, to or at the direction of a Member.

#### 12.2 Ancillary powers

- 12.2.1 The Directors may also:
  - settle any difficulty that arises in making Distribution, and in particular may issue fractional certificates or make cash payments in cases where securities become issuable in fractions;
  - (b) fix the value of any specific assets to be transferred in satisfaction of the Distribution:
  - pay cash or issues securities to any Member in order to adjust the rights of all parties;
  - (d) vest any specific assets, cash or securities in any trustee for the Members entitled to the Distribution; and
  - (e) on behalf of all Members entitled to receive securities as a result of the Distribution, authorise any person to make an agreement with another body corporate providing for securities credited as fully paid up to be issued to them, and any agreement made is binding on all Members concerned.

If the Company transfers securities in the Company or in another body corporate or trust to a Member in satisfaction of a Distribution, the Member appoints the Company as its agent to do anything needed to give effect to that transfer.

#### 13. Indemnity and insurance

#### 13.1 Indemnification of Officers

13.1.1 Subject to clause 13.1.2, the Company must pay to a person who is or has been an Officer on demand an amount equal to all Indemnified Loss of the Officer as a result of or in connection with that person's role as an Officer.

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- 13.1.2 To the extent permitted by Law, the Company may make a payment (whether by way of advance, loan or otherwise) to an Officer for the Officer's legal costs.
- 13.1.3 The obligation of the Company in clause 13.1.1:
  - is enforceable without the Officer having to first incur any expense or make any payment;
  - (b) is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of the relevant company;
  - applies to Loss incurred both before and after the date of the adoption of this Constitution; and
  - (d) does not operate in respect of any liability of the Officer to the extent that liability is covered by insurance.
- 13.1.4 The obligation of the Company in this clause 13.1 will not apply to the extent that:
  - (a) the Company is not allowed by Law to indemnify an Officer against the
  - (b) an indemnity by the Company of the Officer against Indemnified Loss would, if given, be legally ineffective under any Law; or
  - (c) the Company is not allowed by Law to make a payment for legal costs.

#### 13.2 Insurance

To the extent allowed by Law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer against a Loss incurred by the person as an Officer. Any premium will be paid in addition to any remuneration paid to a Director by the Company under this Constitution.

#### 13.3 Agreement

The Company may enter into an agreement or deed with a person who is or has been an Officer about the matters referred to in this clause 13.

#### 14. Access to records

- 14.1.1 A person who is not a Director does not have the right to inspect any of the board papers, books, records or documents of the Company, except as:
  - (a) allowed or required by Law; or
  - (b) as authorised by the Directors or by resolution of the Members.
- 14.1.2 The Directors:
  - (a) if required to do so by a resolution of the Members, must; and
  - (b) may pass a resolution to

permit a Member to inspect the books of the Company.

14.1.3 The Company may agree to provide continuing access for a specified period after a person ceases to be an Officer to board papers, books, records or documents of



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the Company and any relevant related bodies corporate which relate to the period during which the person was an Officer.

#### 15. Winding up

- 15.1 If the Company is wound up and the property of the Company is more than sufficient:
  - 15.1.1 to pay all of the debts and liabilities of the Company; and
  - 15.1.2 the costs, charges and expenses of the winding up,

the excess must be divided among the Members in proportion to the number of Shares held by them, irrespective of the amounts paid or credited as paid on the Shares. This is subject to the Terms of Issue of any Share.

- 15.2 For the purpose of calculating the excess referred to in clause 15.1 any amount unpaid on a Share is to be treated as property of the Company.
- 15.3 The amount of the excess that would otherwise be distributed to the holder of a partly paid Share under clause 15.1 must be reduced by the amount unpaid on that Share at the date of the distribution.
- 15.4 If the effect of the reduction under clause 15.3 would be to reduce the distribution to the holder of a partly paid Share to a negative amount, the holder must contribute that amount to the Company.

#### 16. Seals

- 16.1 If the Company has a common seal, the Directors may decide any procedures they consider appropriate for use of the seal.
- 16.2 Clause 16.1 does not limit the ways in which the Company can execute documents in accordance with the Act.

#### 17. Notices

#### 17.1 Delivery of notice

- 17.1.1 A notice required by this Constitution must be in writing and may be delivered:
  - (a) personally;
  - (b) by leaving it at the person's address in the Register;
  - (c) by posting it by prepaid post addressed to that person at the person's address for service;
  - (d) by facsimile to the person's facsimile number; or
  - (e) by electronic mail to the person's email address.
- 17.1.2 If the person receiving the notice is a company, the notice or other communication may be delivered to the company's registered office.

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17.1.3 A person may change their address, facsimile number or email address by giving notice to the Company.

#### 17.2 Service on joint holders and transferees of Shares

- 17.2.1 The Company may give a notice to joint holders of a Share by giving the notice to the joint holder who is named first in the Register for the Share.
- 17.2.2 A person who, because of a transfer of a Share, becomes entitled to any Share registered in the name of a Member, is taken to have received every notice which, before that person's name and address is entered in the Register for that Share, is given to the Member in accordance with this clause 17.1.

#### 17.3 Time of service

A notice or other communication is deemed delivered:

- 17.3.1 if delivered personally or left at the person's address, upon delivery;
- 17.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 5 Business Days after posting;
- 17.3.3 if delivered by facsimile, subject to clause 17.3.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 17.3.4 if delivered by electronic mail, subject to clause 17.3.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and
- 7.3.5 if received after 5.00pm in the place it is received or on a day which is not a business day in the place it is received, at 9.00am on the next business day.

#### 18. Interpretation

#### 18.1 Words and headings

In this Constitution, unless expressed to the contrary:

- 18.1.1 words denoting the singular include the plural and vice versa;
- 18.1.2 the word 'includes' in any form is not a word of limitation;
- 18.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- 18.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Constitution

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#### 18.2 Specific references

In this Constitution a reference:

- 18.2.1 to a partly paid Share is a reference to a Share on which there is an amount unpaid;
- 18.2.2 in general terms to a person holding or occupying an office or position includes a reference to any person who occupies or performs the duties of that office or person for the time being;
- 18.2.3 to a gender includes every other gender;
- 8.2.4 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 18.2.5 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 18.2.6 writing includes writing in digital form;
- 18.2.7 'this Constitution' is to this Constitution as amended from time to time;
- 18.2.8 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 18.2.9 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Constitution;
- 18.2.10 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 18.2.11 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 18.2.12 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 18.2.13 any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

#### 19. General

#### 19.1 Submission to jurisdiction

Each Member submits to the non-exclusive jurisdiction of the courts of Victoria.

#### 19.2 Severability

19.2.1 Any provision of this Constitution that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

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19.2.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Constitution that is unlawful or unenforceable will be severed from this Constitution and the remaining provisions continue in force.

#### 19.3 Business Day

If a payment or other act is required by this Constitution to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.



# 4.3.4 List of Registered Correspondence to Mayor and Councillors

File Id: qA283304

Responsible Officer: Director Corporate Services

Attachments: Correspondence Received 17 May – 4 June 2021

## **Report Summary**

Subsequent to resolutions made by Council on 11 November 2013 and 25 February 2014 in relation to a listing of incoming correspondence addressed to the Mayor and Councillors, Attachment 1 provides a list of this correspondence for the period 17 May- 4 June 2021.

#### Recommendation

That the listed items provided in Attachment 1 for the period 17 May – 4 June 2021 be received and noted.

4.3.4 List of Registered Correspondence to Mayor and Councillors (Cont.)

#### **OTHER**

# LIST OF REGISTERED CORRESPONDENCE TO MAYOR AND COUNCILLORS

# **ATTACHMENT 1**

# CORRESPONDENCE RECEIVED 17 MAY – 4 JUNE 2020

**PAGES 3 (including cover)** 

If the details of the attachment are unclear please contact Governance on 8571 5235.

#### 4.3.4 List of Registered Correspondence to Mayor and Councillors (Cont.)

# **Objective**

Correspondences addressed to the Mayor and Councillors received between 17/05/2021 & 04/06/2021 - for officer action - total = 3 User Assigned Mayor & Councillors Mayor & Councillors Community Services fA2017106 Objective ID fA216485 fA216833 Date Created 19-May-21 25-May-21 31-May-21 An email regarding the updated Terms of Reference & call for nominations from the Local Government Working Group on Gambling. Correspondence Name
A letter from Hon. David Davis MP regarding the proposed Planning
Amendment VC194 – The removal of planning rights from Councils
and local communities for 'COVID-19 projects'. An email from a resident to support Gaelic Park to retain its ability to hire out its function room.

# 4.3.4 List of Registered Correspondence to Mayor and Councillors (Cont.)

n 17/03/2021 & 04/06/2021 - 10f information offiy - total = 7	Objective ID User Assigned		26/05/2011 A7730096 Mayor & Councillors
s received betwee	Date Created		26/05/2011
Correspondences addressed to the mayor and Councillors received between 17/09/2011 & 04/06/2011 - 101 information only - total = 1	Correspondence Name	Feedback sought on a Discussion Report regarding recommendations	for self-determined reform of the Aboriginal Heritage Act 2006.

#### 5 NOTICES OF MOTION

A notice of motion is a notice setting out the text of a motion proposed to be moved at the next relevant meeting. It must be in writing, signed by a Councillor, and be lodged with the Chief Executive Officer in sufficient time for him or her to give each Councillor at least 72 hours notice of such notice.

The guidelines for submitting a notice of motion to a Council meeting are included in the current Governance Rules.

# 5.1 Notice of Motion No. 10 - Proposed Policy on Councillor Contact Register with Developers, Submitters and Lobbyists

File Id:

Responsible Officer: Director City Planning Design & Amenity

Author: Cr Rhonda Garad & Cr Sean O'Reilly

#### **Preamble**

It is expected that as a level of government, Council is committed to open public accountability and transparency and that Councillors are expected to uphold the highest standard of professionalism and integrity concerning contact with property developers, submitters and lobbyists.

There is no requirement under the *Victorian Local Government Act* 1989 or the *Victorian Local Government Act* 2020 to establish a policy and register of this nature. Similarly, the current legislation does not preclude Council from establishing a register. Current legislative provisions used to manage interactions between developers and lobbyists are found in the conflict-of-interest provisions of the *Local Government Act* which require a Councillor to declare whether they have a direct or indirect conflict on matters that come before them for consideration.

It is proposed that Greater Dandenong City Councillors go beyond the minimum requirements set out in legislation and commit themselves to the development of a policy that will demonstrate a higher standard of transparency in the highly important function of proposed and actual land use planning and development decision-making. Strong lobbying by both proponents as well as opponents to planning and development initiatives is a well-known occurrence and has seen increasing media attention both within Victoria and elsewhere in Australia. By having a policy that goes beyond the minimum legislative requirements and which offers a best-practice model of open public accountability and transparency, there can be greater confidence in the public domain of perceptions of bias or undue influence being avoided in the decision-making process. The effect of the proposed policy would see that councillors are required to complete the register in keeping consistent with the Councillor Code of Conduct.

# 5.1 Notice of Motion No. 10 - Proposed Policy on Councillor Contact Register with Developers, Submitters and Lobbyists (Cont.)

The proposal of implementing a Policy and Register as described above does not in any way limit access by any members or groups in the community to their elected representatives. Such access will still be maintained and any requirement that a councillor to register such a meeting should add public confidence in the highest standards of integrity in the land development planning process.

A number of Local government jurisdictions across Australia are undertaking or have implemented similar policies and contact registers.

#### Motion

That officers bring before Council for its consideration, a draft *Policy on Councillor Contact Register with Developers, Submitters and Lobbyists*.

Suggested elements for inclusion in the policy may be:

- 1. voluntary reporting by Councillors, with Councillors mindful of the public's expectation of transparency and accountability in planning decision making;
- 2. whether the register is accessible publicly or by application; and
- 3. how a person that may be listed on the policy be informed of this if a discussion about a planning application takes place.

# 6 REPORTS FROM COUNCILLORS/DELEGATES AND COUNCILLORS' QUESTIONS

At each Ordinary Meeting of Council all Councillors will have the opportunity to speak for exactly four (4) minutes on any meetings, conferences or events they have recently attended.

If a Councillor chooses to speak, the name of the conference/event and the Councillor will be noted in the Minutes for that meeting. If a Councillor requires additional information on the conference/event to be listed in the Minutes, they must submit it in writing to a Member of Governance by 9am the day following the meeting.

Question time is provided to enable Councillors to address questions to the Administration. The guidelines for asking questions at a Council meeting are included in the current Governance Rules.

# 7 URGENT BUSINESS

No business may be admitted as urgent business unless it:

- a. Relates to or arises out of a matter which has arisen since distribution of the Agenda.
- b. Cannot safely or conveniently be deferred until the next ordinary meeting and unless agreed to by a majority of those Councillors present at the meeting.