Community Depot Management Advisory Committee Meeting

Minutes

17 April 2014

MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS ON 17 APRIL 2014

Preface

When the Chief Executive Officer approves these Minutes for distribution they are in essence "Unconfirmed" until the following Community Depot Management Advisory Committee Meeting, where the Minutes will be confirmed subject to any amendments made by the members of the Committee.

The "Confirmed" Minutes are then signed off by the Presiding Person.

Attachments that formed part of the Agenda, in addition to those tabled at the Meeting are put together as an addendum to these Minutes.

Unconfirmed Minutes

These minutes were approved for distribution on 6 May 2014.

Stan Scott
CHIEF EXECUTIVE OFFICER

Confirmed Minutes

These minutes were confirmed at a meeting held on 16-10-2014.....

Signed: .....

Note: The Presiding Member at the meeting at which the minutes were confirmed is the person who signs above.

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ADDENDUM *with separate index follows Item 12.*

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Shire of Toodyay

COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING
17 APRIL 2014

MINUTES

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

Cr P Greenway, Chairperson, declared the meeting open at 5.30 pm.

2. RECORDS OF ATTENDANCE / APOLOGIES

2.1 RECORD OF ATTENDANCE

Members

Ms A Bell	Manager Community Development
Cr A McCann	
Cr P Greenway	
Cr B Lloyd	Toodyay Seed Orchard Group Representative
Ms T Young	Toodyay Community Singers Representative
Ms N Ennis	Toodyay Community Singers
Mr L Anderson	Toodyay Community Radio Representative
Mr S Bannister	Toodyay Community Radio
Ms R Davidson	Toodyay Festivals Inc Representative
Ms A McCandlish	Avon Woodturners Group Representative
Mr S Scott	Chief Executive Officer

Staff

Ms G French	Project Coordinator
Mrs M Rebane	Executive Assistant

2.2 APOLOGIES

Cr R Madacsi	
Mr L Owen	Toodyay Theatre Group Representative

3. DISCLOSURE OF INTERESTS

The Chairperson advised that Councillor McCann had submitted a disclosure of interest in the form of a written notice prior to the commencement of the meeting.

Cr McCann declared an impartiality interest in relation to page 43 of the agenda to do with a community planning application. He stated that his nature of interest is that he is the convenor of Avon Woodturning and Chairman of Toodyay Festivals and has done a

large amount of work on the Avon Woodturners and Toodyay Festivals Grant Applications.

As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare I will consider this matter on its merits.

4. PUBLIC QUESTIONS (relating to the purpose of the meeting)

Nil.

5. CONFIRMATION OF MINUTES

5.1 Community Depot Management Advisory Committee Meeting held on 30 January 2014

MOVED Cr Lloyd **SECONDED** S Richards

That the Unconfirmed Minutes of the Community Depot Management Advisory Committee Meeting held on 30 January 2014 be confirmed.

MOTION CARRIED

5.2 Matters arising from previous minutes

Nil.

6. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS (relating to the purpose of the meeting)

6.1 Petitions

Nil.

6.2 Deputations

Nil.

6.3 Presentations

Nil.

6.4 Submissions

Nil.

7. BUSINESS LEFT OVER FROM PREVIOUS MEETING (if adjourned)

Nil.

8. REPORTS OF OFFICERS

8.1 Briefing Note – April 2014

The CEO provided an overview of the briefing note and drew member's attention to a picture on page six.

8.2 Draft Lease Agreement

The CEO provided an overview of the reason for the draft lease agreement being presented at this stage and sought comment.

The CEO confirmed that every group will be expected to obtain Public Liability Insurance.

8.3 Community Depot Project Grant Planning Application

The Project Officer expressed that time is of the essence in relation to making a consolidated grant application. A deadline of 24 April 2014 was set for groups to have their information to the Project Officer together with a Grant Planning Application (provided with the agenda).

8.4 Final Proposal – Master Plan

Clarification was sought in relation to:

- the scale and measurements on the drawing;
- 2 Parking bays (including one disabled parking space); and
- Advertising on the fence line.

Consensus was that a multi-tenancy building, so long as it is accessible at several points for each group, would be ideal; together with individually placed sheds for those groups who required separation from the larger multi-tenancy buildings (some due to noise issues).

9. REPORTS OF COMMITTEE MEMBERS

Nil.

10. NEW BUSINESS OF AN URGENT NATURE

Nil.

11. NEXT MEETING

Thursday 17 July 2014

12. CLOSURE OF MEETING

The Chairperson closed the meeting at 6.10 pm.

ADDENDUM

Attachments to Minutes of the

COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE

17 April 2014

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ADDENDUM

ATTACHMENTS TO MINUTES OF THE COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING HELD IN COUNCIL CHAMBERS ON 17 APRIL 2014

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REPORTS OF OFFICERS

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BRIEFING NOTES

DATE: 07/04/2014 **AUTHOR:** Grace French

SUBJECT: COMMUNITY DEPOT PROJECT

PURPOSE

To provide detailed update on the progress of the Community Depot Project.

SUMMARY OF THE FACTS

Background:

The Shire holds a lease, with a 10 years term, with Toodyay Community Radio for a portion of the Old Railway Building, with commencement dated 01st January 2012.

Due to the building condition, this group is unable to take up tenancy. Council Resolution 349/11/13 carried, by absolute majority, to proceed with this project to ensure the Old Railway Station is habitable.

The Lessee is currently located on a temporarily facility, until the project is completed.

Consultation:

The CEO, Senior Management staff, contractors, suppliers, LGIS and the Corrective services of WA.

Current Status:

This project is on target, giving the circumstances, as of 07th April 2014. It is hoped that the completion will be latest next week or by second week in April.

Contractors have been engaged and the building has power including security lights, plumbing almost completed and Telstra is connected.

Windows replaced with laminated material. It appears very strong. Existing bars cleaned and repaired. Please refer to **Picture 1**.

The existing toilet and vanity have been replaced. Ceiling has been prepared. Refer to **Picture 2**.

Currently waiting the septic tank to be installed, as a temporarily measure, that will assist the ongoing existing toilet.

The original plan is to install a Bio system ($15,000 budgeted for) and it is hoped that the system be installed together with the new toilet and shelter – forecast few months/year.

The external disable toilet and shelter will cost around $55,000 and it has been budgeted for the coming financial year. Please refer to **Picture 3**.

All major repairs have been done, such as massive repairs to walls (deep cracks and gaps on existing plaster), ceilings and removal of old fixtures throughout. Painting is still a big part of the job to be completed. Ceilings have been done to almost all rooms. Please refer to **Picture 4**.

Flooring has been cleared and acid washed in preparation for the next step. Two coats of Jet Dry will be applied to the kitchen, front office and toilet/powder rooms. The remaining rooms will have carpets installed by the Toodyay Community Radio, as agreed. Please refer to **Picture 5.**

The building is clear of graffiti's. The outside of the building has been cleared of debris and wasted material – mostly unable to be recycled. Please refer to **Picture 6**.

The storage rooms at the back has been completely washed, cleaned and sorted. Please refer to **Picture 7**.

A temporarily concession was given to re-surface the existing ramp (left side of the building) and quotes are been sought. Another option was to install a lift with access to the Kitchen door. Quote has been provided at an absurd amount ($18,500). This option is not feasible. Please refer to **Picture 8**.

A budget allocation has been requested ($20,000) for the next financial year to build a new ramp alongside the existing concrete veranda right side of the building.

Water tank is placed, pump ordered. Connection is pending on additional material and plumbing.

The kitchen has now been completed. All plumbing, cabinets and floor has been completely renovated and looks great! Please refer to **Picture 9.**

Key Considerations:

The following are the pending areas:

- **Painting** – Ceilings completed. Internal walls for 3 offices, 2 lounges, toilet/powder room and part of the passage way yet to be completed. Internal staff scheduled.
- **Flooring** – all preparation's done – Internal staff scheduled
- **Door frames** – Repair and paint – Internal staff scheduled
- **Water Tank** – Pump to be connected. External contractor scheduled
- **Electric Box** – Pipes top/bottom to be fixed and painted – Internal staff scheduled

CONCLUSION:

Substantial improvement to the building is noted; please refer to photos before/after.

I engaged the Prison Farm team, as per our last meeting recommendation option 2, to assist with cleaning, painting and preparation of major revamp of the building.

The team were unable to fulfil parts of my projected schedule, due to insufficient numbers and lack of experience/confidence to attend to most of the allocated jobs and that will place pressure to finish the project on my deadline.

My only alternative now is to rely on our internal staff availability as well or look for local contractors dependent also on their availabilities.

I will however, endeavour to organise another visit from the Prison Crew, depending on their availability, to finish part of the remaining tasks.

On a positive note, given that everything has had an increase since the adopted budget for this project, I am confident I will have the building in a habitable stage, still under the budgeted allowance for most categories.

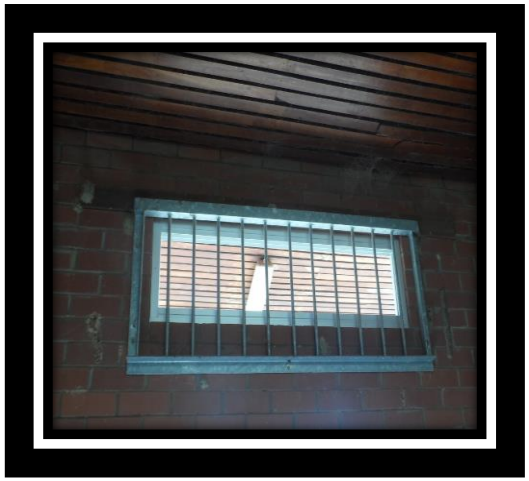
Grace French
PROJECT COORDINATOR

PICTURE 1

WINDOWS

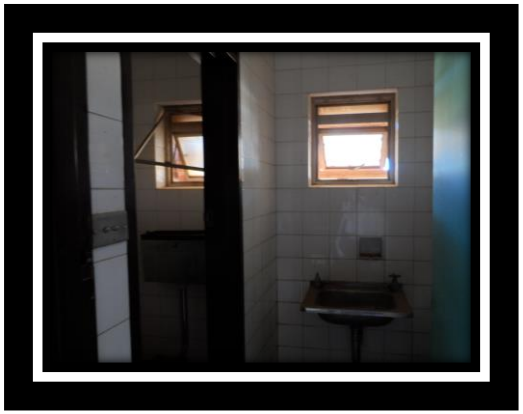
BEFORE

AFTER

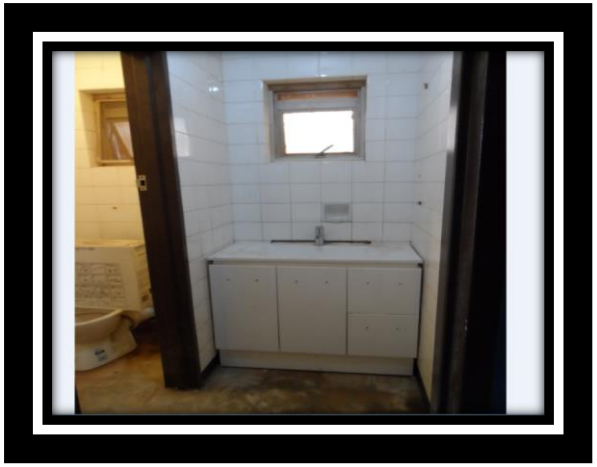


PICTURE2 - TOILET/POWDER ROOMS

BEFORE



AFTER



PICTURE 3

TOILET & SHELTER – BUDGETED FOR NEXT FINANCIAL YEAR

PICTURE 4 - WALLS/CEILING

BEFORE

AFTER (STILL TO BE PAINTED)

PICTURE 5 – FLOORING & FEATURE WALL

BEFORE

AFTER

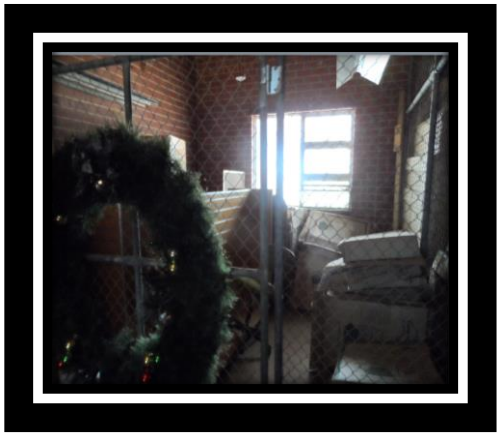
PICTURE 6 – OUTSIDE OF BUILDING – GRAFFITI & WASTE MATERIAL

BEFORE

AFTER

PICTURE 7 – STORAGE

BEFORE

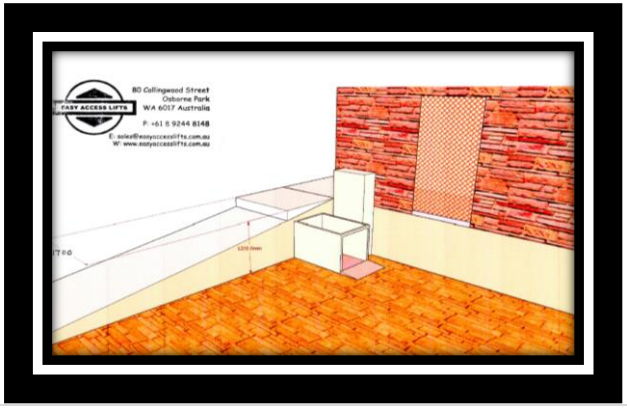


AFTER

PICTURE 8 - RAMP

NO CHANGES TO THE RAMP.

OPTION – LIFT – QUOTED $18,500



PICTURE 9 – KITCHEN

BEFORE

AFTER

LEASE AGREEMENT

Between the

Shire of Toodyay
15 Fiennes Street
Toodyay WA 6566

and

Community Group – Depot Facility

LOT 301 Railway Road
TOODYAY WA 6566

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Parties

Shire of Toodyay

of 15 Fiennes Street, Toodyay, Western Australia, 6566
(**Lessor**)

Community Group named:

of …….. Toodyay, Western Australia, 6566
(**Lessee**)

Background

A. The Lessor is the registered proprietor of the Land.

B. By a Vesting Order made the 18th day of June 1975 Reserve No. 33387 situated within the District of the Lessor was vested in the Lessor in trust for the objects and purposes of "Recreation" or other purposes for which the land is reserved with power to the Lessor subject to the approval in writing of the Minister for Lands being first obtained to lease the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject nevertheless to the powers reserved by and contained in section 37 of the said Act.

C. The Lessor has agreed to grant to the Lessee a lease of the Premises on the provisions of this Lease.

D. The Minister for Lands has approved the said lease.

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1. Defined terms and interpretation

The Parties agree:

1.1 Defined terms

In this Lease –

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means –

(a) an agent, employee, licensee or invitee of the Lessee; and

(b) any person visiting the Premises with the express or implied consent of any person mentioned in **paragraph (a)**;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 3** of the Schedule;

CPI means the Consumer Price Index (All Groups) Perth published from time to time by the Australian Bureau of Statistics;

Further Term means the further term specified in **Item 4** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Obligations means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Obligations means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

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Permitted Purpose means the purpose set out in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination, as appropriate in a particular instance;

Rent Review Date means the dates identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years or months specified in **Item 2** of the Schedule and includes any Further Term granted under **clause 17** or any period of holding over consented to under **clause 18**;

Termination means the date of –

(a) expiry of the Term by effluxion of time;

(b) sooner determination of the Term; or

(c) determination of any period of holding over.

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1.2 Interpretation

In this Lease, unless expressed to the contrary –

(1) Words importing –

(a) the singular include the plural;

(b) the plural include the singular; and

(c) any gender includes each gender;

(2) A reference to –

(a) a natural person includes a body corporate or local government;

(b) a body corporate or local government includes a natural person;

(c) a professional body includes a successor to or substitute for that body;

(d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;

(e) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instrument made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

(f) a right includes a benefit, remedy, discretion, authority or power;

(g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

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(h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to –

(i) both express and implied provisions; and

(ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;

(i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

(j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and

(k) a subparagraph, paragraph, sub clause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, sub clause, clause, Item, Schedule or Annexure of this Lease;

(3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include –

(a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and

(b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;

(4) Except in the Schedule, headings do not affect the interpretation of this Lease; and

(5) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

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2. Grant of Lease

The Lessor leases to the Lessee the Premises for the term specified in **Item 2** of the Schedule, subject to –

(a) All Encumbrances;

(b) The payment of the Amounts Payable; and

(c) The performance of the Lessee's Obligations.

3. Quiet enjoyment

Except as provided in this Lease and subject to the performance and observance of the Lessee's Obligations, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Amounts to be paid by Lessee

The Lessee covenants with the Lessor –

(a) To pay to the Lessor the Rent in the manner set out at Item 5 of the Schedule from the Commencement Date clear of any deductions;

(b) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct, all the following outgoings or charges, assessed or incurred in respect of the Premises –

(i) Local government rates, service charges and charges;

(ii) Land tax and metropolitan region improvement tax on a single ownership basis; and

(iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises;

(c) without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 28

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days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate;

(d) To pay to the Lessor on demand –

(i) Any registration fees in connection with this Lease; and

(ii) All legal costs of and incidental to the instructions for the preparation and execution of this Lease and all copies; and

(e) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to –

(i) The Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;

(ii) Any breach of covenant by the Lessee or an Authorised Person;

(iii) the preparation and service of a notice under section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;

(iv) any work done at the Lessee's request; and

(v) any action or proceedings arising out of or incidental to any matters referred to in this paragraph (e) or any matter arising out of this Lease.

4.2 Payment of Money

Any amounts payable to the Lessor under this Lease shall be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

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5. Rent Review

(1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

(2) The Lessor will review and determine the reviewed Rent for each successive Rent Review Date during the Term.

(3) If the Lessor elects not to review rent in the manner described in **paragraph (2**) the method for calculating the reviewed Rent for each successive Rent Review Date during the Term will be by reference to CPI.

(4) To calculate a CPI increase, the amount of Rent payable during the immediately preceding Rent Period will be increased by a percentage equal to the percentage increase in CPI having regard to the quarterly CPI published immediately prior to the Commencement Date (in the case of the first Rent Review Date) or the immediately preceding Rent Review Date (in the case of a subsequent Rent Review Date) as the case may be and the quarterly Index published immediately prior to the relevant Rent Review Date. If the CPI is discontinued or suspended at any time, or its method of computation is substantially altered, the Lessor shall nominate the substitution of another appropriate index.

(5) Notwithstanding the provisions in **paragraphs (1) to (4)**, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date

6. Accrual of Amounts Payable

Amounts Payable accrues on a daily basis.

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7. Insurance

7.1 Insurances to be effected

The Lessee must effect and maintain with insurers approved by the Lessor, and with the respective rights and interests in the Premises of both the Lessor and the Lessee noted on the policy –

(a) adequate public liability insurance for a sum not less than the sum set out at Item 6 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

(b) It is the responsibility of the Lessor to ensure that the property and the buildings thereon are fully and adequately insured at all times. The Lessee MUST have their own contents insurance for the entire premises.

7.2 Details and Receipts

In respect of the insurances required by **sub clause (7.1)** the Lessee must –

(a) on demand supply to the Lessor details of the insurance and give to the Lessor copies of each policy;

(b) promptly pay all premiums of their contents insurance and produce to the Lessor a receipt for premiums paid or each certificate of currency issued by the insurers approved by the Lessor; and

(c) notify the Lessor immediately –

(i) when an event occurs which gives rise or might give rise to a claim under, or which could prejudice, a policy of insurance; or

(ii) when a policy of insurance is cancelled.

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7.3 Not to Invalidate

The Lessee must –

(a) not do or omit to do any act or thing or bring or keep anything on the Premises which might;

(i) render the insurance on the Premises or any adjoining premises void or voidable; or

(ii) cause the rate of a premium to be increased for the Premises or any adjoining premises.

(b) pay any increase in the rate of a premium referred to in paragraph (a)(ii) on the demand of the Lessor.

7.4 Report

Each Party must report to the other promptly in writing and in an emergency verbally –

(a) any damage to the Premises of which they are or might be aware; and

(b) any circumstance of which they are aware which is likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.5 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by sub clause 7.1.

7.6 Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term –

(a) in respect to all matters and questions which may arise in relation to any policy of insurance required by sub clause 7.1;

(b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurance policies required by sub clause 7.1;

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(c) to give good and effectual receipts and discharges for the insurance; and

(d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of an absolute owner.

8. Indemnity

(1) The Lessee indemnifies the Lessor against any liability or loss arising from and any costs charges and expenses incurred in connection with:

(a) damage to the Premises, or any loss of or damage to anything on it; and

(b) injury or damage to any person or thing on the Premises, whether or not arising from the use of the Premises prior to the Commencement Date,

(c) and for which the Lessor becomes liable.

(2) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under clause 7 or at law and the indemnity under sub-clause (1) is paramount.

(3) If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under sub-clause (1) will be reduced by the extent of such payment.

9. Limit of Lessor's Liability

(1) The Lessor will not be liable for loss, damage or injury to any personal item or property in or about the Premises however occurring.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

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10. Maintenance, Repair and Cleaning

The Lessee must –

(a) to keep and maintain the leased premises and every part thereof and all buildings thereon and additions thereto in good order repair and condition and subject to paragraph (j) hereof to carry out all necessary repairs renovations and maintenance required from time to time

(b) to keep all drains and sanitary appliances in the leased premises in good working order and condition and properly cleansed and disinfected

(c) to keep and maintain in their present character and general arrangement those parts of the leased premises currently laid out as bowling greens and to water manage cultivate mow and maintain the same in a proper and skillful manner and in accordance with the best practices

(d) to keep the leased premises well maintained and clean and tidy and free from debris and do all things necessary to ensure that no fire risk exists at any time

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11. Alterations

(1) The Lessee must not –

(a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;

(b) erect or construct any building on the Premises;

(c) remove any flora, trees or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises, except as may be required to comply with the Lessee's obligations under clause 10(a),

(d) make any alteration to the external elevation of the land comprising part of the leased premises

(e) remove any building or improvement on the leased premises or make or permit to be made any structural alterations or additions to the leased premises nor erect or permit to be erected any building or fence nor install any electrical water or gas equipment fixtures or apparatus for heating cooling air-conditioning ventilating or illuminating the leased premises

unless the Lessee has obtained the prior written consent –

(a) of the Lessor;

(b) of any other person from whom consent is required under this Lease; and

(c) of any other person as may be required under any statute in force from time to time;

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(2) If the Lessor –

(a) and any other person whose consent is required under this Lease or at law consents to any matter referred to in sub clause (1) the Lessor may –

(i) consent subject to conditions;

(ii) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and

(iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

(b) consents to any matter referred to in sub clause (1):

(i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and

(ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

(3) All works undertaken under this clause will be carried out at the Lessee's expense.

(4) If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either –

(a) carry out those other works at the Lessee's expense; or

(b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

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12. Use

(1) The Lessee must not suffer or permit a person to –

(a) use the Premises for any purpose other than for the Permitted Purpose;

(b) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;

(c) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;

(d) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;

(e) store any dangerous compound or substance on or in the Premises unless in connection with the use of the Premises for the Permitted Purpose and then in accordance with any requirements under any statute relating to that compound or substance;

(f) do any act or thing which might result in harm to any part of the Premises; or

(g) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(2) The Lessor gives no warranty –

(a) as to the use to which the Premises may be put; or

(b) that the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

(3) The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

(4) The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in sub-clauses (1) to (3).

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13. Lessor's Right of Entry

(1) The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor on reasonable notice, except in the case of an emergency, onto the Premises –

(a) at all reasonable times;

(b) with or without workmen and others;

(c) with or without plant, equipment, machinery and materials; and

(d) for each of the following purposes –

(i) to ensure compliance with the provisions of this Lease;

(ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;

(iii) to comply with the Lessor's Obligations under this Lease or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and

(iv) to do all matters or things to rectify any breach by the Lessee of the Lessee's Obligations, but the Lessor is under no obligation to rectify any breach, and any rectification under this subparagraph is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

(2) All costs and expenses incurred by the Lessor as a result of any breach referred to in sub-clause (1)(d)(iv) together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

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14. Statutory Obligations & Notices

(1) The Lessee must –

(a) comply promptly with all statutes relating to the Premises or to the Lessee's use of the Premises;

(b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and

(c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries out on the Premises.

(2) The Lessee indemnifies the Lessor against –

(a) failing to perform, discharge or execute any of the items referred to in **sub clause** (1); and

(b) any claims, demands, costs or other payments of or incidental to any of the items referred to in sub clause (1).

15. Report to Lessor

The Lessee must immediately report to the Lessor –

(a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police;

(b) any occurrence or circumstances in or near the Premises, other than the carrying out of the Permitted Purpose, of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

(c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately give them to the Lessor.

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16. Default

(1) A default occurs if –

(a) any Amounts Payable remain unpaid for 28 days after becoming due whether or not a demand or Notice has been given to the Lessee;

(b) the Lessee is in breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;

(c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;

(d) a mortgagee takes possession of the property of the Lessee under this Lease;

(e) any execution or similar process is made against the Lessee's property on the Premises;

(f) the Premises are vacated by the Lessee prior to Termination; or

(g) a person other than the Lessee or a permitted licensee, sub lessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits.

(2) On the occurrence of any of the events of default specified in sub—clause (1) the Lessor may –

(a) without Notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;

(b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and

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(c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month, when this Lease will be determined as from the giving of the Notice, and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 18,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

(3) If the Lessee –

(a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

(b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then the Lessor may at its discretion, without affecting any right, remedy or power arising from that default pay the money due or do any act to remedy the breach or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's costs and expenses of remedying each breach or default.

(4) Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the provisions of this Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

(5) Each of the Lessee's Obligations in clauses 4 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 12 (Use), 22 (Assignment, Subletting and Charging) and 33 (Goods and Services Tax) is an essential provision of this Lease, but this sub-clause does not mean or imply that there are no other essential provisions in this Lease.

(6) If the Lessee breaches an essential provision of this Lease then, in addition to any other remedy or entitlement of the Lessor –

(a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential provision;

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(b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and

(c) the Lessee covenants with the Lessor that if the Term is determined –

(i) for breach of an essential provision or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or

(ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

The Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time, together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including, but not limited to, the costs of re-letting or attempting to re-let the Premises.

(7) The Lessee agrees that the covenant set out in sub-clause (6)(c) will survive Termination or any deemed surrender at law of the estate granted by this Lease.

(8) The Lessee may deduct from the amounts referred to in sub-clause (6)(c) the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of the determination of this Lease and the date on which the Term would have expired by effluxion of time.

(9) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable provisions, but the Lessor is not required to offer or accept rent or provisions which are the same or similar to the Rent or provisions contained or implied in this Lease.

17. Option to Renew

(1) If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice stating that the Lessee wishes to exercise the option in this clause 17 and –

(a) all consents and approvals required by the provisions of this Lease or at law have been obtained; and

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(b) there is no subsisting default by the Lessee at the date of service of the Notice in –

(i) the payment of Amounts Payable; or

(ii) the performance or observance of the Lessee's Obligations,

the Lessor will grant the Lessee a lease for the Further Term at the Rent and on the same terms and conditions as this Lease other than this clause.

(2) Upon the valid exercise of the option to extend this Lease for the Further Term under sub-clause (1), the Lessee shall prior to the expiration of the Term by effluxion of time, execute a deed recording the extension of this Lease prepared by the Lessor's solicitors.

(3) The Lessee shall pay to the Lessor on demand all of the costs of the Lessor's solicitors in preparing the deed of extension of this Lease referred to in sub-clause (2).

18. Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same provisions of this Lease, provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

If the Lessee decided to move from this facility, at any given time, the Lessee must give the Lessor first option to re-purchase the premises/storage/shed,

19. Restore Premises

Prior to Termination the Lessee, at the Lessee's expense, must restore the Premises (in and around) to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

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20. Yield up the Premises

(1) On Termination the Lessee must –

(a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and

(b) surrender to the Lessor all keys and security access devices and combinations for locks providing access to or within the Premises held by the Lessee, whether or not provided by the Lessor.

(2) The Lessee's obligation under sub-clause (1) will survive Termination.

21. Removal of property from premises

(1) Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal of that property or fixtures.

(2) On re-entry, if any property has not been removed under sub-clause (1) the Lessee is to be taken to have transferred all right, title and interest in that property to the Lessor, and the Lessor may use or dispose of that property in any manner it considers fit.

22. Assignment, Subletting and Charging

(1) The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under this Lease or at law.

(2) Sections 80 and 82 of the Property Law Act 1969 are excluded.

(3) The Lessee must not mortgage or change any part of the Premises.

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23. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or agent, solicitor, contractor or employee of the Lessor.

24. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

25. Statutory Powers

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

26. Notice

(1) A Notice to a Party must be in writing and may be given or made –

(a) by delivery to the Party personally; or

(b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

(2) A Notice to a Party is deemed to be given or made –

(a) if by personal delivery, when delivered;

(b) if by leaving the Notice at an address specified in sub clause (1)(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and

(c) if by post to an address specified in sub clause (1)(b), on the second business day following the date of posting of the Notice.

(3) A Notice to a Party may be signed –

(a) if given by an individual, by the person giving the Notice;

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(b) if given by a corporation, by a director, secretary or manager of that corporation;

(c) if given by a local government, by the CEO; or

(d) by a solicitor or other agent of the individual, corporation or local government giving the Notice.

27. Severance

If any part of this Lease is, or becomes, void or unenforceable that part is or will be, severed from this Lease to the extent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

28. Disputes

Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee, then the Lessor will refund to the Lessee the money paid.

29. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law.

30. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions of this Lease.

31. Waiver

(1) A failure by the Lessor to exercise or its delay in exercising any right, power or privilege in this Lease does not operate as a waiver of that right, power or privilege.

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(2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

32. Goods and Services Tax

33.1 Definitions

The following definitions apply for the purpose of this clause –

(a) Act means the Commonwealth's A New Tax System (Goods and Services Tax) Act 1999 and associated Acts and subsidiary legislation;

(b) Consideration means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;

(c) GST means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and

(d) Supply means a good or service' or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

33.2 Lessee to Pay GST

(1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.

(2) The Lessee must pay any increase referred to at **paragraph (1)** whether it is the Lessee or any other person who takes the benefit of any Supply.

(3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

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33.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **sub clause 33.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

33.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

33.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

33.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

33.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

33. Caveat

34.1 No Absolute Caveat

Neither the Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Crown Land Title for the Land, to protect the interests of the Lessee under this Lease.

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Schedule

Item 1 Land and Premises

The portion of Reserve No 33387 on the plan annexed hereto together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term.

Item 2 Term

Ten years (10) from 01st August 2014 expiring on 01st August 2024

Item 3 Commencement Date

01st August 2014

Item 4 Further Term

Five years (5) subject to the agreement of both parties, commencing on 01st August 2024 and expiring on 01st August 2029.

Item 5 Rent

$100 per annum exclusive of GST payable in advance.

Item 6 Public Liability Insurance

Public Liability Insurance for not less than TEN MILLION DOLLARS ($10,000,000.00) for any one event.

Item 7 Permitted Purpose

To: IDENTIFY EACH GROUP ACTIVITIES HERE……

upon the leased premises in a respectable and orderly manner and in accordance with all statutory or other conditions rules and regulations relating to similar clubs in the State of Western Australia and not commit or suffer to be committed any breach of the same

Item 8 Rent Review Dates

Each anniversary of the Commencement Date in each year of the Term.

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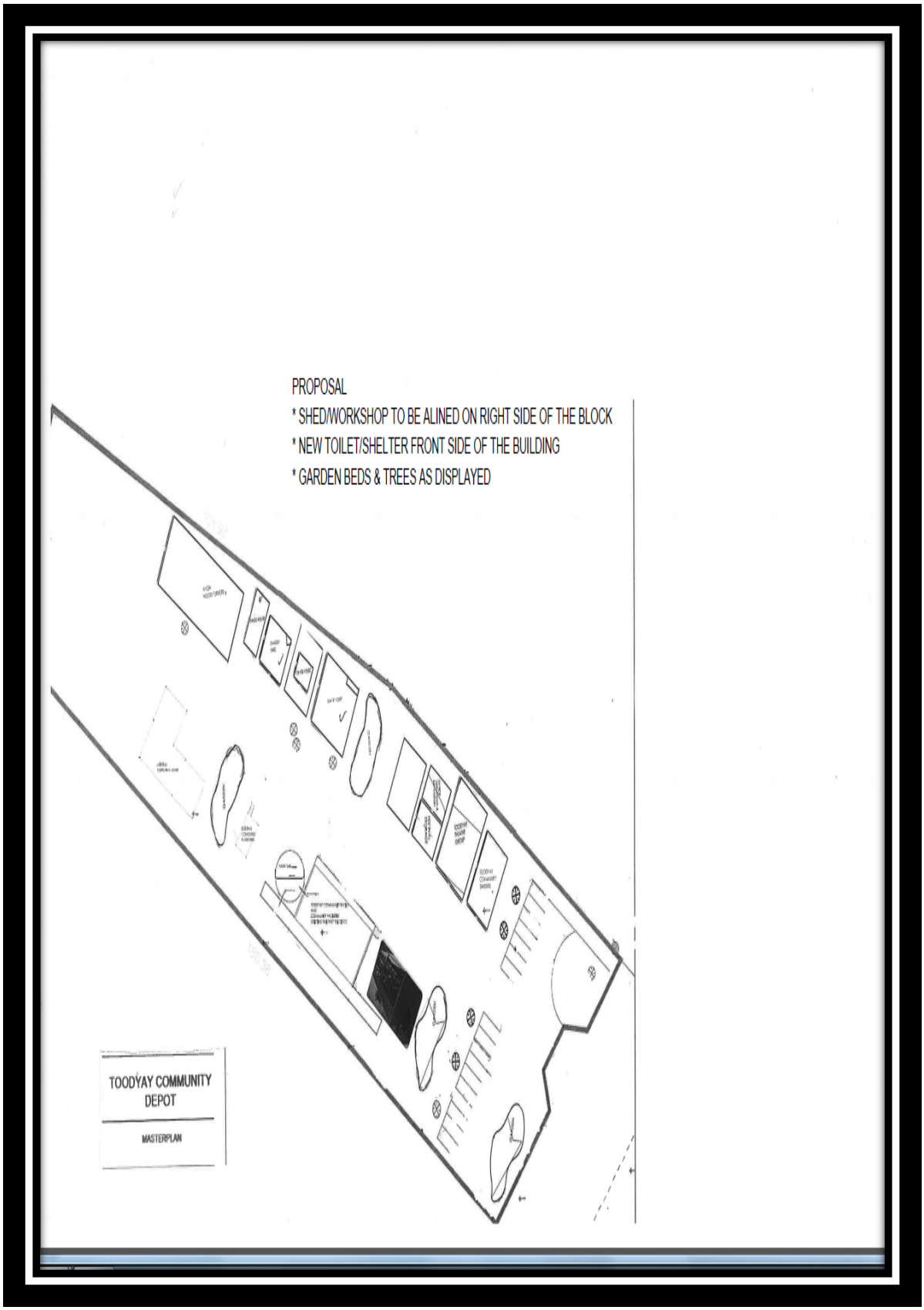
PROPOSAL
* SHED/WORKSHOP TO BE ALINED ON RIGHT SIDE OF THE BLOCK
* NEW TOILET/SHELTER FRONT SIDE OF THE BUILDING
* GARDEN BEDS & TREES AS DISPLAYED
TOODYAY COMMUNITY DEPOT
MASTERPLAN

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first herein before written

THE COMMON SEAL of the)
Shire of Toodyay ("Licensor"))
was hereunto affixed in the)
presence of:)

_____
Cr D Dow
Shire President

_____
Stan Scott
Chief Executive Officer

THE COMMON SEAL of) Community Group Name
……)
was hereunto affixed)
in the presence of)

_____ _____

Name: Name
Secretary/Treasurer/Manager President

_____
Date

DRAFT

Community Depot **Project**

GRANT PLANNING APPLICATION

Group Name:			
Constitution Established:	☐ Yes ☐ No _____/_____/_____		
Group Representative:		**ABN:**	
Members:		**Phone:**	
Email:		**Fax:**	

Purpose of Group:

.....

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.....

This project will benefit the group and the community *(Likelihood of helping people to join in community life)*

.....

.....

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.....

.....

.....

.....

Your contribution to project: (Please attach your latest Annual Report or AGM minutes)

$_____

In Kind:

Assistance required:

$_____

In Kind:

Long Term/Short Term – Project Planning

Specifics- What are the community space used for?

Requirements – What are the requirements for this facility? *(e.g. Power, Water, Sink, etc.)*

Declaration

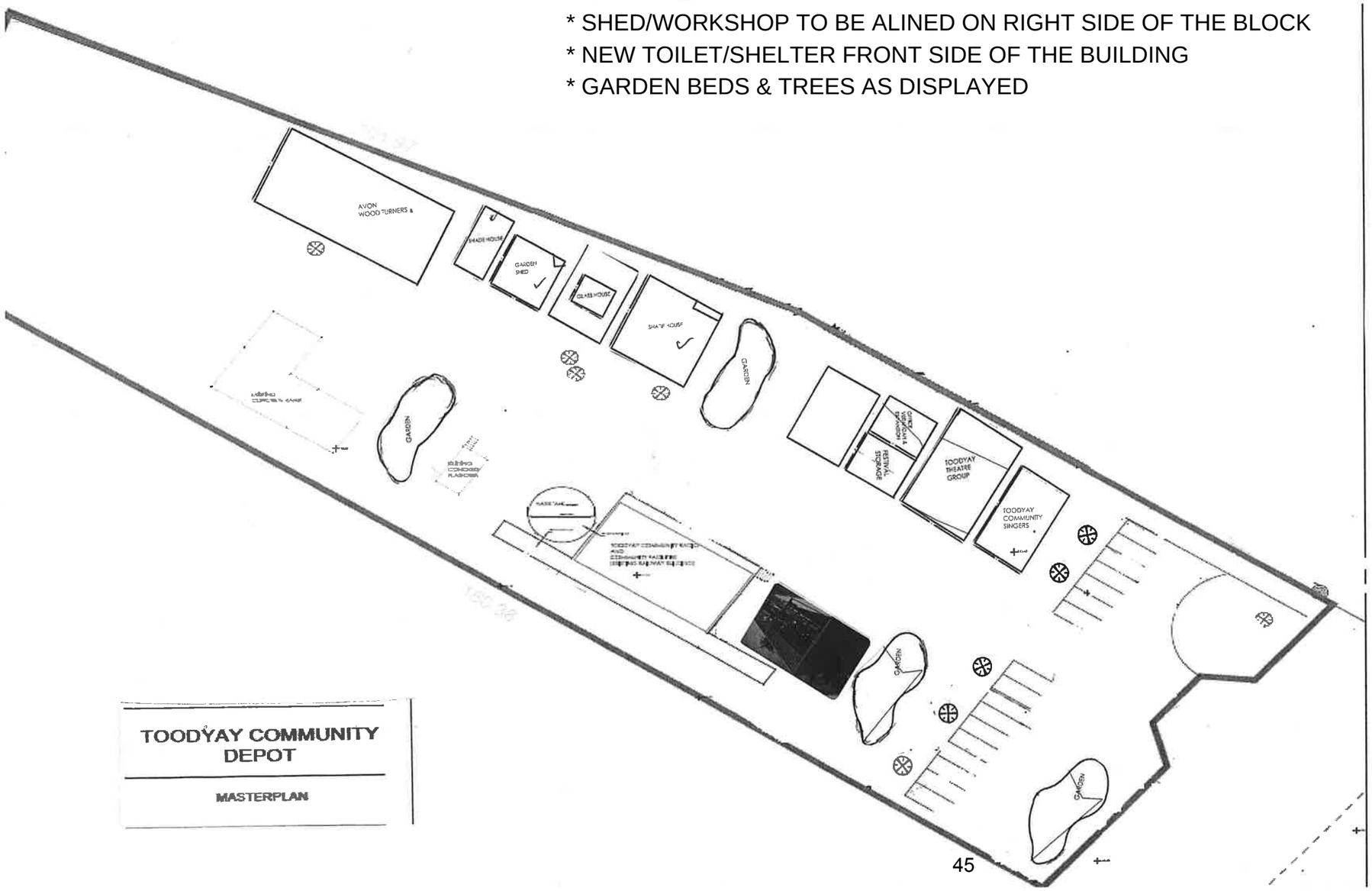
I declare the information supplied here on behalf of our group is correct.

Name: _____ Signature: _____

Group Representative: _____ Date: _____

PROPOSAL

* SHED/WORKSHOP TO BE ALINED ON RIGHT SIDE OF THE BLOCK
* NEW TOILET/SHELTER FRONT SIDE OF THE BUILDING
* GARDEN BEDS & TREES AS DISPLAYED



TOODYAY COMMUNITY DEPOT

MASTERPLAN

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