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# AGENDA OF THE ORDINARY COUNCIL MEETING

To be held on Wednesday 27 January 2021 at 6.00pm

This Council Meeting will be held at Preston Town Hall, 284 Gower Street, Preston.

This meeting will be open to the public in line with current health restrictions. Masks are mandatory and the number of people in the public gallery will be restricted. This meeting it will also be livestreamed and may be accessed from Councils website www.darebin.vic.gov.au.

Persons wishing to submit a 'Public Question' may do so in person at the meeting or online by 12.00 noon on the day of the meeting via the Question and Submissions form or by email Q&S@darebin.vic.gov.au

### ACKNOWLEDGEMENT OF TRADITIONAL OWNERS AND ABORIGINAL AND TORRES STRAIT ISLANDER COMMUNITIES IN DAREBIN

Darebin City Council acknowledges the Wurundjeri Woi-Wurrung people as the Traditional Owners and custodians of the land we now call Darebin and pays respect to their Elders, past, present and emerging.

Council pays respect to all other Aboriginal and Torres Strait Islander communities in Darebin.

Council recognises, and pays tribute to, the diverse culture, resilience and heritage of Aboriginal and Torres Strait Islander people.

We acknowledge the leadership of Aboriginal and Torres Strait Islander communities and the right to selfdetermination in the spirit of mutual understanding and respect.

#### **English**

These are the Minutes for the Council Meeting. For assistance with any of the items in the minutes, please telephone 8470 8888.

#### **Arabic**

هذه هي محاضر اجتماع المجلس. للحصول على المساعدة في أي من البنود في المحاضر ، يرجى الاتصال بالهاتف 8888 8470.

#### Chinese

这些是市议会会议纪要。如需协助了解任何纪要项目,请致电8470 8888。

#### Greek

Αυτά είναι τα Πρακτικά της συνεδρίασης του Δημοτικού Συμβουλίου. Για βοήθεια με οποιαδήποτε θέματα στα πρακτικά, παρακαλείστε να καλέσετε το 8470 8888.

#### Hindi

ये काउंसिल की बैठक का सारांश है। सारांश के किसी भी आइटम में सहायता के लिए, कृपया 8470 8888 पर टेलीफोन करें।

#### Italian

Questo è il verbale della riunione del Comune. Per assistenza con qualsiasi punto del verbale, si prega di chiamare il numero 8470 8888.

#### Macedonian

Ова е Записникот од состанокот на Општинскиот одбор. За помош во врска со која и да било точка од записникот, ве молиме телефонирајте на 8470 8888.

#### Nepali

यी परिषद्को बैठकका माइन्युटहरू हुन्। माइन्युटका कुनै पनि वस्तुसम्बन्धी सहायताका लागि कृपया 8470 8888 मा कल गर्नुहोस्।

#### Punjabi

ਇਹ ਕੈਂਸਲ ਦੀ ਮੀਟਿੰਗ ਵਾਸਤੇ ਸੰਖੇਪ ਸਾਰਾਂਸ਼ ਹੈ। ਸੰਖੇਪ ਸਾਰਾਂਸ਼ ਵਿਚਲੀਆਂ ਕਿਸੇ ਵੀ ਆਈਟਮਾਂ ਸੰਬੰਧੀ ਸਹਾਇਤਾ ਵਾਸਤੇ, ਕਿਰਪਾ ਕਰਕੇ 8470 8888 ਨੂੰ ਟੈਲੀਫ਼ੋਨ ਕਰੋ।

#### Somali

Kuwaani waa qodobadii lagaga wada hadlay Fadhiga Golaha. Caawimada mid kasta oo ka mid ah qodobada laga wada hadlay, fadlan la xiriir 8470 8888.

#### **Spanish**

Estas son las Actas de la Reunión del Concejo. Para recibir ayuda acerca de algún tema de las actas, llame al teléfono 8470 8888.

#### Urdu

یہ کاؤنسل کی میٹنگ کا ایجنڈا ہے۔ایجنڈے کے کسی بھی حصے کے بارے میں مدد کے لیے براہ مہربانی 8888 8470 پر فون کریں۔

#### Vietnamese

Đây là những Biên bản Họp Hội đồng Thành phố. Muốn có người trợ giúp mình về bất kỳ mục nào trong biên bản họp, xin quý vị gọi điện thoại số 8470 8888.

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## **Agenda**

#### 1. MEMBERSHIP

- Cr. Lina Messina (Mayor) (Chairperson)
- Cr. Gaetano Greco (Deputy Mayor)
- Cr. Emily Dimitriadis
- Cr. Tom Hannan
- Cr. Tim Laurence
- Cr. Trent McCarthy
- Cr. Susanne Newton
- Cr. Susan Rennie
- Cr. Julie Williams

#### 2. APOLOGIES

#### 3. DISCLOSURES OF CONFLICTS OF INTEREST

#### 4. CONFIRMATION OF THE MINUTES OF COUNCIL MEETINGS

#### Recommendation

**That** the Minutes of the Ordinary Meeting of Council held on 27 December 2020 be confirmed as a correct record of business transacted.

#### 5. QUESTION AND SUBMISSION TIME

Members of the public can lodge questions for Council to answer or make a Comment or Submission prior to a specific item listed on the Agenda of an Ordinary Council meeting.

Due to the current COVID-19 health crisis and associated requirements residents and interested persons are strongly encouraged to view this Council meeting online. Any persons attending this meeting will be required to observe appropriate social distancing and adhere to the directions of Council Officers in relation to public question time and the making of submissions on items on the agenda.

#### **QUESTIONS**

Members of the public can ask up to three (3) questions at an Ordinary Council meeting.

Questions submitted online will be responded to in the first instance. If you are not present at the meeting, the Chairperson will read the question and provide a response. The Chairperson may then take questions from members in the gallery.

Any question not answered at the meeting will be taken on notice and a written response will be provided to the person asking the question.

In accordance with the Council Meeting Governance Rules (Meeting Procedure & Common Seal Local Law) 2020, the Chairperson may disallow a question if it:

- a) relates to a matter outside the duties, functions or powers of Council;
- b) is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
- c) may lead to a breach of Council's statutory obligations;
- d) relates to a Notice of Motion, Petition or item of urgent business;
- e) deals with a subject matter already answered;
- f) was not received by the deadline outlined in clause 72(1) of the Local Law;
- g) is aimed at embarrassing a Councillor or an Officer; or
- h) deals with a matter that should be, or has been, considered as a confidential matter or relates to any matter in respect of which Council may close the Meeting to the public under section 3(1) of the *Local Government Act 2020*.

#### HOW TO SUBMIT YOUR QUESTION OR MAKE A COMMENT OR SUBMISSION

Members of the public who wish to ask a question, or make a comment or submission to an agenda item, at an Ordinary Council Meeting may attend the meeting or register their question or submission before 12.00 noon on the day of the meeting in one of the following ways:

- (a) online at darebin.vic.gov.au/questionsandsubmissions; or
- (b) by email to <a href="mailto:Q&S@darebin.vic.gov.au">Q&S@darebin.vic.gov.au</a>; or
- (c) by mail to PO Box 91, Preston 3072.

Council meetings can be viewed at the Watch Council and Planning Committee meetings page.

Agenda's will be available for viewing on Council's website at the 'Meeting Agendas and Minutes' page by 5pm, up to 6 days prior to the date of the meeting.

#### 6. PETITIONS

#### 7. CONSIDERATION OF REPORTS

7.1 INTENTION TO DECLARE A SPECIAL CHARGE SCHEME:

**SOLAR SAVER RESIDENTIAL (BATCH 6)** 

Author: Residential Program Officer

**Reviewed By:** General Manager City Sustainability and Strategy

#### **EXECUTIVE SUMMARY**

#### **PURPOSE**

To recommend that Council give notice of its intent to declare a Special Charge Scheme for the third batch of the residential Solar Saver program for the 2020-21 financial year (sixth batch for this round).

#### **EXECUTIVE SUMMARY**

The Solar Saver program is a key action of Council's Climate Emergency Plan. The proposed Special Charge scheme relates to the 2020-21 program. The Declaration of this Special Charge is expected to be considered by Council on 22 March 2021, after the public advertising period has closed.

The 61 households included in this batch have received and accepted quotes for their properties. The installations for this batch would add a total of 267kW of solar capacity in Darebin. In line with Council's focus for the Solar Saver Special Charge program in 2020-21 all households are low-income households.

The proposed Special Charge scheme totals \$349,682.23 (Special Charge Amount - see also Appendix A and Appendix B) (The gross amount is \$501,318.65 including GST and before the Small-Scale Technology Certificate [STC] claim and rebate).

Council will pay upfront for installation and supply of the solar power systems as listed in **Appendix C**. Council will be repaid these costs, also detailed in Appendix C. Around 30% to 40% of this cost is returned to Council when works are invoiced and the STC credits generated by the solar systems are applied. The balance is repaid by beneficiaries of the Special Charge Scheme over 10 years.

All participants are expected to be eligible for state government rebates and will reduce the upfront cost to Council and therefore the Special Charges to be raised. Officers estimate that the total upfront cost will be reduced by around \$102,591.02 (exc GST) after rebates are confirmed.

No interest is charged to ratepayers on Special Charge repayments. Annual repayments are more than offset by participants' savings on their energy bills, and therefore the program provides financial and environmental benefits to participants from the outset.

#### Recommendation

#### That Council:

(1) Council hereby gives notice of its intention to declare a Special Charge in accordance with section 163 of the *Local Government Act 1989 (Act)* as follows:

- (a) Council declares a Special Charge for the period commencing on the day on which Council issues a notice levying payment of the special rate and concluding on the tenth anniversary of that day.
- (b) We declare this Special Charge for the purpose of defraying any expense incurred by Council in relation to the provision of solar energy systems on residential properties participating in the Solar Saver scheme, which:
  - Council considers is or will be a special benefit to those persons or organisations required to pay the Special Charge (and who are described in succeeding parts of this resolution); and
  - ii. Arises out of Council's functions of advocating and promoting proposals which are in the best interests of the community and ensuring the peace, order and good government of Council's municipal district.
- (c) The total:
  - i. Cost of performing the function described in paragraph 1(b) of this resolution is \$349,682.23; and
  - ii. Amount for the Special Charge to be levied is \$349,682.23, or such other amount as is lawfully levied as a consequence of this resolution
- (d) We declare the Special Charge in relation to all rateable land described in the table included as **Appendix B** to this report, in the amount specified in the table as applying to each piece of rateable land.
- (e) Ownership of any land described in paragraph 1(d) of this resolution is the basis of the Special Charge.
- (f) The Special Charge will be assessed and levied as follows:
  - i. Each Special Charge is calculated by reference to the size of the solar energy system being installed and the particular costs of installation at each property participating in the Solar Saver scheme, in respect of which an Owner Agreement has been executed, totalling \$349,682.23, being the total cost of the scheme to Council;
  - ii. The Special Charge will be levied each year for a period of 10 years.
- (g) Having regard to the preceding paragraphs of this resolution and subject to section 166(1) of the Act, it is recorded that the owners of the land described in paragraph 1(d) of this resolution will, subject to a further resolution of Council, pay the Special Charge in the amount set out in paragraph 1(f) of this resolution in the following manner:
  - i. Payment annually by a lump sum on or before one month following the issue by Council of a notice levying payment under section 163(4) of the Act; or
  - ii. Payment annually by four instalments to be paid by the dates which are fixed by Council in a notice levying payment under section 163(4) of the Act.

(2) Council considers that there will be a special benefit to the persons required to pay the Special Charge because there will be a benefit to those persons that is over and above, or greater than, the benefit that is available to persons who are not subject to the proposed Special Charge, as a result of the expenditure proposed by the Special Charge, in that the properties will have the benefit of a solar energy system being installed.

- (3) For the purposes of having determined the total amount of the Special Charge to be levied:
  - (a) Council considers and formally records that only those rateable properties included in the Solar Saver scheme as proposed will derive a special benefit from the imposition of the Special Charge, and there are no community benefits to be paid by Council; and
  - (b) Formally determines for the purposes of section 163(2) (a), (2A) and (2B) of the Act that the estimated proportion of the total benefits of the Special Charge to which the performance of the function or the exercise of the power relates (including all special benefits and community benefits) that will accrue as special benefits to the persons who are liable to pay the Special Charge is 100%.
- (4) Council will give public notice in The Age newspaper of Council's intention to declare, at its ordinary meeting to be held on 22 March 2021, the Special Charge in the form set out above.
- (5) Council will send separate letters, enclosing a copy of: this resolution; Appendix B to this report; and the public notice referred to in Paragraph 4 of this resolution, to the owners of the properties included in the scheme, advising of Council's intention to levy the Special Charge, the amount for which the property owner will be liable, the basis of calculation of the Special Charge, and notification that submissions and/or objections in relation to the proposal will be considered by Council in accordance with sections 163A, 163B and 223 of the Act.
- (6) Council will convene a meeting of the Hearing of Submissions Committee, at a date and time to be fixed, to hear any persons or organisations who, in their written submissions made under section 223 of the Act, advise that they wish to appear in person, or to be represented by a person specified in the submission, at a meeting in support of their submission.
- (7) Council authorises the Manager Climate Emergency and Sustainable Transport to carry out any and all other administrative procedures necessary to enable Council to carry out its functions under sections 163A, 163(1A), (1B) and (1C), 163B and 223 of the Act.

#### **BACKGROUND / KEY INFORMATION**

In the Council Plan 2017-2021 and the Climate Emergency Plan, Council committed to working with the community to expand the amount of solar PV in Darebin from 18,000 kW to 36,000 kW.

Key aspects of the Solar Saver Rates Program include:

- The Solar Saver Rates program is currently offered to low income residential rate payers for solar systems up to 10kW.
- Council undertakes procurement of good value solar systems and installation with 10 year warranties.

• Solar saver rates program participants register interest, receive quotes and the property owner signs an Owner Agreement (see **Appendix D**)

- Council declares a Special Charge and pays the upfront cost of the solar system and installation for participants when the solar systems are installed.
- Solar Saver participants pay the Special Charge over a 10 year period to reimburse council's upfront payment which is more than offset by their energy bill savings.
- As detailed below Council has resolved that interest is not charged to residential participants and that the program will be funded through Council's existing cash reserves.

Over 1,500 households have participated in previous Darebin Council Solar programs.

#### Launch of Solar Saver Bulk Buy stream

Council has launched its new Solar Saver Bulk Buy program to help residents that are not low income, and businesses. Officers have started offering this to residents that have previously registered interest in the Solar Saver Program. To date, 14 systems have been installed and 410 properties are on the waitlist. Promotion will continue and broaden over the next few months.

#### **Previous Council Resolution**

At the 13 August 2018 meeting it was resolved that Council:

"Offers the Darebin Solar Saver Program to all residential properties, with no interest charged as part of the special charge scheme for the contract period.

Authorises inclusion in the Darebin Solar Saver Program of non-residential properties up to 30kW in size, with no interest charged as part of the special charge scheme for the contract period.

Awards the appointment of Solargain, Enviro Group and Energy Matters as supply panel membership of contract number CT201842 for the supply and installation of Solar PV Systems for the Darebin Solar Saver Program for Supply Panel 1 - residential and small, non-residential installations: 1.5-10kW systems. The contract terms are to commence on 20 August 2018 and conclude on 30 June 2021 with a contract sum of \$16,134,030 GST inclusive.

Awards the appointment of Solargain, Enviro Group and Energy Matters as supply panel membership of contract number CT201842 for the supply and installation of Solar PV Systems for the Darebin Solar Saver Program for Supply Panel 2 - non-residential installations: 10-30kW systems. The contract terms are to commence on 20 August 2018 and conclude on 30 June 2021 with a total contract sum of \$1,980,000 GST inclusive.

Approves the award of Stage 1 of implementation for Supply Panel 1 – residential and small non-residential Solar PV Systems to Solargain to deliver the supply and installation of solar PV systems between 1 January 2019 and 30 June 2019 with a total contract sum of \$2,406,030 GST inclusive.

Authorises the Chief Executive to finalise and execute the supply panel membership contracts on behalf of Darebin Council, and Stage 1 of implementation for Supply Panel 1 - Residential and Small, non-residential Solar PV systems."

At the Council meeting on **16 December 2019** Council appointed EnviroGroup as the provider for this round of the residential program:

9) [Council] Awards Contract CT2019140A for the supply and installation of solar PV Systems for the Darebin Solar Saver Residential Program (Second Installation Period) with a contract sum of \$5,830,000 including GST to The Environment Shop Pty Ltd as the trustee for Environment Futures Trust, trading as EnviroGroup for the period 1 January 2020 to 30 June 2021, with the possibility of extension to September 30 2021.

#### COMMUNICATIONS AND ENGAGEMENT

#### Consultation

All participants have received a site assessment and quotation to participate in the program.

#### **Communications**

Households on Council's waiting list were contacted directly. No broad promotional activity was undertaken given that there were still many people on the waiting list. In the future the program may be advertised on the Council website, through Darebin News, newsletters and through networks, as required, to gain more participants.

COVID-19 safety measures are being communicated to households who are currently progressing through the installation process.

#### **ANALYSIS**

#### Alignment to Council Plan / Council policy

Goal 1 - A sustainable city

Climate Emergency Plan

#### **Environmental Sustainability Considerations**

#### Climate Emergency

This project is a key action in the *Darebin Climate Emergency Plan 2017*. The current Special Charge batch is expected to install 267kW across 61 installations, with an estimated equivalent annual greenhouse gas saving of 392 tCO2-e.

#### **Equity, Inclusion and Wellbeing Considerations**

This batch is made up entirely of low-income households. All are expected to be eligible for the Solar Homes rebate from the Victorian Government.

#### **Cultural Considerations**

Households who need interpreters or other communication support are assisted to participate.

#### **Economic Development Considerations**

The program is designed so that participants will save more money on their energy bills than they will be paying back to Council, so that they are financially better off from the outset.

#### **Financial and Resource Implications**

Should the proposed Special Charge scheme proceed, Council would pay up to \$349,682.23 (including GST and pre STC claim), for the supply and installation of the solar PV systems on the properties in **Appendix B**.

Council will pay upfront for installation and supply of the solar power systems as listed in Appendix C. Council will be repaid these costs, also as detailed in Appendix C. Around 30% to 40% of this cost is returned to Council when works are invoiced and the STC credits generated by the solar systems are applied. The balance is repaid by beneficiaries of the Special Charge Scheme over 10 years. All participants are also expected to be eligible for state government rebates and this is expected to reduce the upfront cost to Council and Special Charges to be raised. Officers estimate that the total upfront cost will be reduced by approximately \$102,591.02 (exc GST) after rebates are confirmed.

The rebate adjustments will be made after council's decision and when rebates for all participants are confirmed.

In accordance with their respective Owner Agreements Property owners will pay for the cost of the solar energy system (less any approved Solar Homes rebates), listed in confidential **Appendix C** (and subject to adjustments as above), by equal instalments apportioned over a 10-year period, commencing from July 2021.

Council is expected to receive approximately **\$24,709.12** in Special Charge repayments annually for this scheme over the 10-year period (after rebates have been deducted). Some participants may pay the total amount in the first year. The Special Charge scheme is effectively an interest free loan to these participants.

Payments to Council by property owners for works via Special Charge schemes are GST exempt. Should a property be sold during the 10-year period in which the Special Charge scheme applies, the amount outstanding on the Special Charge scheme at the time of sale will be paid in full.

The administrative, contract management, customer service, community engagement and communications and compliance/audits costs associated with administration of the Solar Saver program is provided for within the 2020-2021 budget. The installation and supply of these solar systems is done under contract at the contract rates as adjusted for any applicable variations.

#### **Legal and Risk Implications**

A risk analysis has been undertaken for the program. Solar installations are electrical works and are required by law to be signed off by an authorised electrician through a certificate of electrical safety.

Random independent audits of the work will also be undertaken by Council to ensure installations comply with Council specifications. Occupational Health and Safety processes have been assessed and will be audited on site. Ten- year warranties are required on panels, inverters and installation.

A separate risk assessment has been completed in light of the recent COVID-19 outbreak, and adjustments have been made to work practices such that contact between the solar provider and households is avoided wherever possible and minimised where necessary, and in line with Victorian and Australian Government guidelines, as approved by the Darebin Council Incident

Control Team for COVID-19. Council continues to monitor the outbreak and changing guidelines.

#### **Operational Impacts**

This project is provided for within current operational arrangements.

#### DISCUSSION

It is recommended that Council give notice of its intent to declare a Special Charge. The Declaration of this Special Charge will be considered by Council in March, after the public advertising period has closed.

#### Beneficiaries have indicated support

The 61 households included in this batch have received and accepted quotes for their properties. The installations for this batch would add a total of **267kW** of solar capacity in Darebin. In line with Council's planned focus in 2020-21 (as included in the draft budget), these are all residential and low-income households.

See **Appendix A** for further details of the Special Charge declaration.

#### COVID-19 outbreak and impacts on the Solar Saver program

A risk assessment has been completed in light of the recent COVID-19 outbreak, and adjustments have been made to work practices (see risk section above).

#### **OPTIONS FOR CONSIDERATION**

Officers recommend announcing Council's intention to declare this Special Charge.

Council does not have to progress the proposed Special Charge Scheme. It could choose to defer or abandon the proposal at this stage.

#### IMPLEMENTATION STRATEGY

The households included in this Special Charge batch are expected to have their solar systems installed from April to end of June 2021.

#### Communication

A communications plan has been prepared to guide the delivery of communications relating to the changes to the Solar Saver program and the opening of the Solar Saver Bulk Buy. Internal promotion of the Bulk Buy program between Council's staff is ongoing. Additional external promotion of the Bulk Buy program has been done through community groups, newsletters and social media. Officers are working with different Council's team to continue the promotion.

#### **Timeline**

Subject to Council resolution:

- Council report intention to declare Special Charge scheme 27 January 2021
- Copies of the proposed declaration to property owners from 03 February 2021
- Copy of proposed declaration available for public inspection from 03 February 2021

- Public notice of proposed declaration from 28 January 2021
- Receipt of written submissions by 5pm 24 February 2021
- Hearing of submissions (if required) TBA
- Council report Declaration of Special Charge scheme 22 March 2021
- Subject to declaration of the Special Charge scheme, installation of solar will occur from 23 March onwards over a period of around 2-3 months.

#### **RELATED DOCUMENTS**

- Local Government Act 1989
- Community Climate Change Action Plan
- The Macquarie Special Rates and Charges Manual 2012

#### **Attachments**

- Solar Saver Batch 6 Further details of the Special Charge Declaration (**Appendix A**)
- Solar Saver Batch 6 List of Properties (Appendix B) 😃
- CONFIDENTIAL Solar Saver Batch 6 Property Addresses and prices (**Appendix C**) Confidential enclosed under separate cover
- Solar Saver Owner Agreement (Appendix D)

#### **DISCLOSURE OF INTEREST**

Section 130 of the *Local Government Act 2020* requires members of Council staff and persons engaged under contract to provide advice to Council to disclose any general or material interest in a matter to which the advice relates.

The Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

#### APPENDIX A

#### DISCUSSION

#### **Proposed Special Charge declaration**

Under Section 163 of the *Local Government Act* 1989 (Act), Council is empowered to declare a Special Charge for the purposes of defraying any expenses in relation to the performance of a function or the exercise of a power of Council, if Council considers that the performance of the function or the exercise of the power is, or will be, of special benefit to the persons or organisations required to pay the special rate or Special Charge.

In this case, the installation of solar energy systems on properties as part of the Solar Saver scheme arises out of Council's functions of advocating and promoting proposals which are in the best interests of the community and ensuring the peace, order and good government of Council's municipal district and promotes the social, economic and environmental viability and sustainability of the municipal district. Each participating property has signed an Owner Agreement with Council to participate in the scheme, which includes the overall cost and repayments which would be paid by the property should the scheme be approved (see **Appendix A**).

In September 2004, the Minister for Local Government issued a guideline for the preparation of Special Charge schemes. The guideline specifically deals with the calculation of the maximum total amount that a council may levy as a Special Charge. The guideline requires that Council identify the following:

- A. Purpose of the works
- B. Ensure coherence
- C. Calculate total cost
- D. Identify special beneficiaries
- E. Determine the properties to include
- F. Estimate total special benefits
- G. Estimate community benefits
- H. Calculate the benefit ratio
- Calculate the maximum total levy

#### A. Purpose of the Works

The purpose of the works is to supply and install solar energy systems on properties to reduce energy costs and encourage and increase the use of renewable energy in Darebin.

#### B. Ensure Coherence

The proposed works have a natural coherence with the proposed beneficiaries, as the properties proposed to be included in the scheme are receiving solar energy systems to the value of their participation.

#### C. Calculate the Total Cost

The proposed solar system installation includes the following items:

- Assessment and administration costs
- Supply and installation of solar energy systems

For the purposes of section 163(1) of the Act, the total cost of the works is the **Special Charge Amount** as listed in the report, calculated based on signed quotations.

The expenses in the estimate of works are consistent with the allowable expenses listed in section 163(6) of the Act.

#### D. Identify the Special Beneficiaries

Council is required to identify those properties that would receive a special benefit from the proposed works. A special benefit is considered to be received by a property if the proposed works or services will provide a benefit that is additional to or greater than the benefit to other properties.

The Ministerial Guideline notes that a special benefit is considered to exist if it could reasonably be expected to benefit the owners or occupiers of the property. It is not necessary for the benefit to be actually used by the particular owners or occupiers of a specified property at a particular time in order for a special benefit to be attributed to the property.

Property owners participating in the Solar Saver scheme are considered to receive special benefit from the proposed supply and installation of solar PV systems by means of:

- Reduced energy costs over the life of the solar PV system
- Ownership of the solar PV system after the special rate repayments are paid in full
- Increased property value

The proposed properties taking part in the scheme, the owners of which have signed an Owner Agreement with Council to participate in the scheme, are listed in **Appendix B**.

#### E. Determine Properties to Include

Once the properties that receive special benefit are identified, Council must decide which properties to include in the scheme. If a property will receive a special benefit but is not included in the scheme, the calculation of the benefit ratio will result in Council paying the share of costs related to the special benefits for that property.

It is accepted that only those properties at which the solar energy systems are installed will receive a special benefit from the scheme. Accordingly, it is proposed to include only those residential properties whose owners have signed Owner Agreements in the scheme. Council will not, then, be required to pay a share of costs related to special benefits for any property that is not included in the scheme.

#### F. Estimate Total Special Benefits

As per the Ministerial Guideline for Special Rates and Charges, total special benefits are defined according to the formula below:

 $TSB = TSB_{(in)} + TSB_{(out)}$ 

 TSB is the estimated total special benefit for all properties that have been identified to receive a special benefit

 TSB<sub>(in)</sub> is the estimated total special benefit for those properties that are included in the scheme

TSB<sub>(out)</sub> is the estimated total special benefit for those properties with an identified special benefit that are not included in the scheme

For the purposes of the proposed scheme, total special benefits have been calculated as follows:

- TSB<sub>(in)</sub> The estimated total special benefit is based on the quoted cost of the solar PV system to be installed (which has been included in the Owner Agreement signed by the property owner). It is expected that the benefit in reduced energy costs will exceed this special benefit.
- TSB<sub>(out)</sub> This is not applicable as all participating properties are included.

#### G. Estimate Community Benefits

Whilst the reduction of energy use, greenhouse emissions and increase of renewable energy is considered a community benefit there are no direct quantifiable costs.

TCB – Total Community Benefit is assessed to be 0 benefit units

#### H. Calculate the Benefit Ratio

The benefit ratio is calculated as:

$$R = \frac{TSB_{(in)}}{TSB_{(in)} + TSB_{(out)} + TCB}$$

Where:

TSB<sub>(in)</sub> = Special Charge Amount; TSB<sub>(out)</sub> = 0 TCB = 0 R = 1

#### I. Calculate the Maximum Total Levy

In order to calculate the maximum total levy S, the following formula is used:

$$S = R \times C$$

Where R is the benefit ratio and C is the cost of all works

Therefore S = 1 \* Special Charge Amount = Special Charge Amount

Note there is no community benefit amount payable by Council.

#### **Apportionment of Costs**

Once the maximum levy amount has been calculated, it is necessary to establish an appropriate way to distribute these costs to all affected landowners.

As the properties have all received individual quotations based on the solar system and work required, it is proposed to apportion the costs based on these quotes. It is noted that the participants have been notified and signed agreements on the basis of these costs for the purpose of declaring this scheme.

It is proposed to distribute the costs as shown in confidential Appendix C.

#### **Statutory Process**

The Act requires Council to give public notice of its proposed declaration of the Special Charge and write to all people who will be liable to contribute. The proposed declaration of the Special Charge has been prepared in accordance with the Act.

Owners (or occupiers who would pay the charge as a condition of their lease) may object to the proposal within 28 days. If objections are received from more than fifty per cent of persons or organisations liable, Council will be prevented from making the declaration and the scheme cannot proceed.

#### **COUNCIL MEETING**

27 JANUARY 2021

#### APPENDIX B

#### Table of properties intended to be subject to the Solar Saver special charge scheme

Each listed property has been assessed as to the size of solar panel and installation costs and the owner has signed the Owner Agreement to have a solar energy system installed at their property.

#### FULL LIST OF ADDRESSES AND COSTS

| 4 Barwon Avenue RESERVOIR VIC 3073 5 Strathmerton Street RESERVOIR VIC 3073 21 Ruby Street PRESTON VIC 3072 18 Breckenridge Place MACLEOD VIC 3085 56 Cramer Street PRESTON VIC 3072 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085              | Address                                      |
|--|--|
| 227 Westgarth Street NORTHCOTE VIC 3070 4 Barwon Avenue RESERVOIR VIC 3073 5 Strathmerton Street RESERVOIR VIC 3073 21 Ruby Street PRESTON VIC 3072 18 Breckenridge Place MACLEOD VIC 3085 56 Cramer Street PRESTON VIC 3072 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 590 Gilbert Road RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3071 40 Woolhouse Street NORTHCOTE VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 47 Derby Street RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085 | 18 O'Connell Street KINGSBURY VIC 3083       |
| 4 Barwon Avenue RESERVOIR VIC 3073 5 Strathmerton Street RESERVOIR VIC 3073 21 Ruby Street PRESTON VIC 3072 18 Breckenridge Place MACLEOD VIC 3085 56 Cramer Street PRESTON VIC 3072 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085              | 3/153-155 Hickford Street RESERVOIR VIC 3073 |
| 5 Strathmerton Street RESERVOIR VIC 3073 21 Ruby Street PRESTON VIC 3072 18 Breckenridge Place MACLEOD VIC 3085 56 Cramer Street PRESTON VIC 3072 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 590 Gilbert Road RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3071 40 Woolhouse Street NORTHCOTE VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085       | 227 Westgarth Street NORTHCOTE VIC 3070      |
| 21 Ruby Street PRESTON VIC 3072  18 Breckenridge Place MACLEOD VIC 3085  56 Cramer Street PRESTON VIC 3072  3/21 Mason Street RESERVOIR VIC 3073  157 Ernest Jones Drive MACLEOD VIC 3085  103 Normanby Avenue THORNBURY VIC 3071  1/16 Nichol Street PRESTON VIC 3072  4/38 MacArtney Street RESERVOIR VIC 3073  1/46 Ashton Street RESERVOIR VIC 3073  8 Maynard Street PRESTON VIC 3072  10 Greig Street RESERVOIR VIC 3073  590 Gilbert Road RESERVOIR VIC 3073  6 Hill Street THORNBURY VIC 3071  53 Lane Crescent RESERVOIR VIC 3073  13 Normanby Avenue THORNBURY VIC 3071  40 Woolhouse Street NORTHCOTE VIC 3070  67 Westbourne Grove NORTHCOTE VIC 3070  3 Patterson Street PRESTON VIC 3072  71 Rene Street PRESTON VIC 3072  47 Derby Street NORTHCOTE VIC 3070  54 Pallant Avenue RESERVOIR VIC 3073  1/52 Pine Street RESERVOIR VIC 3073  3/24 Delaware Street RESERVOIR VIC 3073  9 Cascade Walk MACLEOD VIC 3085                         | 4 Barwon Avenue RESERVOIR VIC 3073           |
| 18 Breckenridge Place MACLEOD VIC 3085 56 Cramer Street PRESTON VIC 3072 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 590 Gilbert Road RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3071 40 Woolhouse Street NORTHCOTE VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085  | 5 Strathmerton Street RESERVOIR VIC 3073     |
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| 3/21 Mason Street RESERVOIR VIC 3073 157 Ernest Jones Drive MACLEOD VIC 3085 103 Normanby Avenue THORNBURY VIC 3071 1/16 Nichol Street PRESTON VIC 3072 4/38 MacArtney Street RESERVOIR VIC 3073 1/46 Ashton Street RESERVOIR VIC 3073 8 Maynard Street PRESTON VIC 3072 10 Greig Street RESERVOIR VIC 3073 590 Gilbert Road RESERVOIR VIC 3073 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3071 40 Woolhouse Street NORTHCOTE VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085   | 18 Breckenridge Place MACLEOD VIC 3085       |
| 157 Ernest Jones Drive MACLEOD VIC 3085  103 Normanby Avenue THORNBURY VIC 3071  1/16 Nichol Street PRESTON VIC 3072  4/38 MacArtney Street RESERVOIR VIC 3073  1/46 Ashton Street RESERVOIR VIC 3073  8 Maynard Street PRESTON VIC 3072  10 Greig Street RESERVOIR VIC 3073  590 Gilbert Road RESERVOIR VIC 3073  6 Hill Street THORNBURY VIC 3071  53 Lane Crescent RESERVOIR VIC 3073  13 Normanby Avenue THORNBURY VIC 3071  40 Woolhouse Street NORTHCOTE VIC 3070  67 Westbourne Grove NORTHCOTE VIC 3070  3 Patterson Street PRESTON VIC 3072  71 Rene Street PRESTON VIC 3072  47 Derby Street NORTHCOTE VIC 3070  54 Pallant Avenue RESERVOIR VIC 3073  1/52 Pine Street RESERVOIR VIC 3073  2/52 Pine Street RESERVOIR VIC 3073  3/24 Delaware Street RESERVOIR VIC 3073  9 Cascade Walk MACLEOD VIC 3085  | 56 Cramer Street PRESTON VIC 3072            |
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| 6 Hill Street THORNBURY VIC 3071 53 Lane Crescent RESERVOIR VIC 3073 13 Normanby Avenue THORNBURY VIC 3071 40 Woolhouse Street NORTHCOTE VIC 3070 67 Westbourne Grove NORTHCOTE VIC 3070 3 Patterson Street PRESTON VIC 3072 71 Rene Street PRESTON VIC 3072 47 Derby Street NORTHCOTE VIC 3070 54 Pallant Avenue RESERVOIR VIC 3073 1/52 Pine Street RESERVOIR VIC 3073 2/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085   | 10 Greig Street RESERVOIR VIC 3073           |
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| 2/52 Pine Street RESERVOIR VIC 3073 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085  | 54 Pallant Avenue RESERVOIR VIC 3073         |
| 3/24 Delaware Street RESERVOIR VIC 3073 9 Cascade Walk MACLEOD VIC 3085  | 1/52 Pine Street RESERVOIR VIC 3073          |
| 9 Cascade Walk MACLEOD VIC 3085  | 2/52 Pine Street RESERVOIR VIC 3073          |
|  | 3/24 Delaware Street RESERVOIR VIC 3073      |
| 18 Pender Street PRESTON VIC 3072  | 9 Cascade Walk MACLEOD VIC 3085              |
|  | 18 Pender Street PRESTON VIC 3072            |



#### **COUNCIL MEETING**

#### 27 JANUARY 2021

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#### **COUNCIL MEETING**

#### 27 JANUARY 2021

#### SUMMARY

| TOTAL kilowatts to be installed   | 267           |
|---|---------------|
| Number of installations   | 61            |
| TOTAL cost to households (exc GST, post STC, pre rebate)                          | \$349,682.23  |
| Projected price of STCs to be claimed (inc GST)                                   | \$116,668.20  |
| Projected price of STCs to be claimed (ex GST)                                    | \$106,062.00  |
| Projected rebates from Solar Victoria (exc GST)                                   | \$ 102,591.02 |
| Projected GROSS total cost to Council (inc GST, pre- STCs and pre-<br>rebates)    | \$501,318.65  |
| Projected final cost to council (exc GST, post STCs, post Solar Victoria rebates) | \$247,091.21  |



#### Darebin Solar Saver Program

#### **Owner Agreement**

«Deal\_Name» «Rateable\_Address»



#### Key details

Commencement Date: This agreement commences when Council receives and acknowledges a

valid signed copy of this document from you.

**Expiry date:** 10 years after issuing of first Special Charge Notice OR when cost is paid out

in full (whichever is the later date).

Cost of the Solar Energy System:

«Quote\_Amount»

See also Schedule 2 (your quotation).

Note: IF you apply for the Solar Homes rebate from the Victorian Government

and your application is approved, the final cost to you will be:

«Quote\_customer\_price\_post\_STC\_ex\_GST» (Please refer to information

about Solar Homes rebate provided separately.)

Amount payable by the Owner in each quarterly Special Charge notice: An amount equal to 1/40<sup>th</sup> of the total cost, being approximately:

\$ «Quarterly\_payment\_quote\_amount\_40» per quarter (for forty quarterly

payments - please note the first payment will be slightly higher) or

«Quarterly\_payments» per quarter if you are eligible for the Solar Victoria

rebate.

**This includes:** The supply and installation of the solar system, and any repair or replacement

covered by the warranty during the warranty period.

This does not include: Any fee charged by your energy retailer or distributor (apart from meter

consolidation if required) or unforeseeable associated electrical works such as rewiring;, general maintenance, service calls or repair or replacement outside the warranty, or any Council planning permit fees required, such as heritage

application fee (if applicable).

Option to withdraw from

agreement:

This agreement is entirely voluntary. The Owner can withdraw their agreement, without penalty, any time up to one week (5 business days) before their

installation date (as scheduled by EnviroGroup). If the Owner chooses to withdraw less than one week (5 business days) before their scheduled

installation, the Owner may be charged a cancellation fee.

For any queries please

contact:

Darebin City Council

03 8470 8888

www.darebin.vic.gov.au so

PO Box 91, Preston VIC 3072

PO Box 91, Preston VIC 3072 solar@darebin.vic.gov.au

#### BACKGROUND

This agreement records the agreed terms between Council and the Owner regarding the supply and installation of a solar energy system under the Program and repayment of the system.

It is agreed as follows:

#### 1. Term of Agreement

This Agreement commences on the Commencement Date and, unless terminated in accordance with this Agreement, will continue until the expiry date on page 1, or the final payment has been received by Council.

#### 2. Pre-Conditions

- a. The provision of a Solar Energy System to the Owner under this Agreement is conditional on the following taking place and remaining in place:
  - Council entering into and maintaining a contract with a company to supply and install the Solar Energy System to the Owner as part of the Program;
  - ii. Council declaring the Special Charge Scheme to recover the costs of the Program and this Scheme remaining valid;
  - **iii.** Council granting a permit to the Householder, if required for heritage reasons as set out in the Darebin Planning Scheme;
  - iv. The Owner paying for the above permit;
  - v. If the property is tenanted, the Owner securing the permission of the Tenant to enter the Owner's property for the purposes of installation (see also Clause 6 and Schedule 2 (your quotation);
  - vi. The Owner paying any other outstanding Rates or Charges owed to Council;
  - vii. The Owner not exercising the option to withdraw.
- b. If the pre-conditions in clause a) have not been satisfied by May 31 2021 this Agreement immediately ends and each Party is released from its obligations under this Agreement.

#### 3. Payment for Solar Energy System

 a. The Cost of the Solar Energy System is the total amount set out under Key Details on page 1 and itemised in Schedule 2 (your quotation).

This amount purchases the supply and installation of the Solar Energy System and any required repair or replacement covered by the warranty during the warranty period. This amount does **not** cover any fee charged by your energy retailer or distributor (apart from meter consolidation if required) or unforeseeable associated electrical works such as rewiring;, general maintenance, service calls or repair or replacement outside the warranty, or any Council planning permit fees required, such as heritage application fee (if applicable).

- b. The Cost of the Solar Energy System under clause a) may be adjusted by Council during the term of this Agreement if, for a reason beyond the control of Council or the Contractor, further costs are required to be incurred in supplying or installing the Solar Energy System.
- c. Council envisages that any adjustment to the Cost of the Solar Energy System under clause b) will only arise where the Owner agrees to the change and where:
  - there is a change to legislation applicable to, or regulation of, the installation of the Solar Energy System (eg changes to Renewable Energy Certificates); or
  - ii. the installation of the Solar Energy System originally quoted for changes as a result of building works undertaken at the Owner's property or a request to change the location or design of the Solar Energy System by the Owner (which could also alternatively be charged separately to the Special Charge as a once-off invoice).
- d. Any adjustment under clause b) that is more than 10% above the Cost of the Solar Energy System as on Page 1 will be made by way of a variation to the Scheme, in accordance with section 166 of the *Local Government Act 1989*. That is, where a variation would result in a change to the Owner's liability under the Scheme of 10% or more, the Owner will have an opportunity to make submissions to Council in respect of it and, if the Solar Energy System has not already been installed, withdraw from the Scheme.
- e. Payment for the Cost of the Solar Energy System will by default be apportioned in quarterly instalments over a 10-year period, commencing after the system has been installed (depending on rates timelines, this may be up to 6 months after installation). The amount payable by the Owner per quarter is set out in Key Details (page 1).
- f. Commencing after the installation of the solar system the Owner will receive a Special Charge notice each quarter setting out their liability under the Scheme for the property at which the Solar Energy System is installed, until their liability under the Scheme is discharged in full.

g. The Owner may alternatively choose to pay the Cost of the Solar Energy System sooner by arrangement with Council's Rates Team.

- h. Unless otherwise agreed between the Parties, all payments are due at the date set out in each Special Charge notice. In the event that payment has not been made by the due date, Penalty Interest may be payable upon any outstanding amounts, in accordance with the *Local Government Act* 1989 and this Agreement.
- Any delay or adjustment to the delivery date for the Solar Energy System within the installation period or adjustment to the Cost of the Solar Energy System under clause b) does not entitle the Owner to delay or withhold payment under this Agreement.

#### 4. Council's Obligations

Council's obligations under this Agreement include the obligation to make all reasonable efforts to:

- a. Enter into contractual arrangements with a licensed electrical contractor, who has
  experience and expertise in the Solar Energy industry and who is of good repute,
  to supply and install the Solar Energy System;
- Ensure that any Contractor engaged under clause a) provides the supply and installation of a Solar Energy System to the Owner within a reasonable time of this Agreement being entered into.

#### 5. The Owner's Obligations

- a. The Owner must pay to Council the Cost of the Solar Energy System in accordance with Section 3).
- b. The Owner must arrange for the Contractor and its agents to gain access to the Owner's property for the purposes of conducting site inspections, installing the Solar Energy System and to carry out any required repairs or replacements. If the property is let, this includes obtaining the permission of the Tenant in writing, using the form in Schedule 1 for this purpose.
- c. The Owner must ensure clear and safe access to those parts of their property in which works are being undertaken and is free from asbestos or other toxic substances, prior to the Contractor or its agents accessing the Owner's property. If the property is let, this includes arranging for a Tenant to make those parts of the property safe.

d. If the Owner's property is let to a Tenant by an agreement or residency right that is subject to the Tenancy Act, the Owner must comply with the Tenancy Act in relation the installation or operation of the Solar Energy System at the Owner's property.

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- e. If the property is let, the Owner will procure the Tenant's:
  - authorisation for the Contractor to submit an application to their electricity provider to connect a renewable energy system to the electricity provider's electrical distribution network; and
  - ii. agreement to take all reasonable action required by the Contractor, including signing any relevant documents, and paying any associated fees, in order for that connection to take place. The Tenant is responsible for any metering or other fees charged by their electricity provider and such charges do not form part of this Agreement.
- f. The Owner must not, and must ensure that any Tenant does not, intentionally damage, sell, trade or otherwise dispose of any part of the Solar Energy System during the term of this Agreement.
- g. The Owner must, and must ensure that any Tenant does, comply with any warranties, manufacturer's instructions and user manuals relating to the Solar Energy System and acknowledges that any failure to do so may void those warranties.
- h. Neither the Owner nor any Tenant has any entitlement to claim any Small Scale Techology Certificates (STCs) in relation to the Solar Energy System provided under this Agreement – these will already be factored into the cost and applied by Council.

#### 6. Assignment of Warranties

- a. The Contractor has agreed that all warranties relevant to the Solar Energy Systems will be issued in respect of, and remain with, the relevant properties at which the Solar Energy Systems are installed.
- b. If the Owner or a Tenant has any concerns, queries or requests for a service call, repair or replacement of the Solar Energy System, the Owner or Tenant must contact the Contractor who supplied and installed the Solar Energy System. Contact details for the Contractor will be supplied to the Owner and Tenant prior to the installation of the Solar Energy System.
- c. Council takes no responsibility for any costs or charges incurred by the Owner or any Tenant in contacting the Contractor under this clause 6). Such costs and charges are a matter to be agreed by the Owner and any Tenant.

#### 7. No Guarantee of Savings

a. While typically a Solar Energy System will result in reduced electricity costs for the Owner and any Tenant, no guarantee is made by Council that the Owner or any Tenant will save money on their electricity bills as a result of the provision of the Solar Energy System under this Agreement.

b. Neither Council, nor the Contractor, is responsible for any inaccuracies or losses caused to the Owner or any Tenant by changes to feed in tariffs, electricity prices or government schemes.

#### No Liability

- a. To the fullest extent permitted by law, the Council is not liable for the ongoing maintenance, repair or replacement of the Solar Energy System, including but not limited to:
  - i. the replacement of the goods or the supply of equivalent goods;
  - ii. the repair of such goods;
  - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - iv. the payment of the cost of having the goods repaired.
- b. The Owner agrees to the installation and use of the Solar Energy System under this Agreement at their own risk and releases Council from all claims resulting from any damage, loss, death or injury in connection with the installation and use of the Solar Energy System except to the extent that Council is negligent.
- c. The Owner must indemnify and hold harmless Council against all claims resulting from any damage, loss, death or injury in connection with the installation and use of the Solar Energy System except to the extent that the Council is negligent.
- d. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives the termination of this Agreement.
- e. This Section (8) does not limit in any way the Owner's ability to make warranty claims directly to the Contractor.

#### Ownership of Solar Energy System

- a. Ownership of the Solar Energy System remains fully vested in Council during the term of the Agreement, unless the Solar Energy System is otherwise paid for in full in accordance with Section 3, at which time the ownership of the Solar Energy System vests in the Owner.
- b. Once all payments payable under this Agreement has been made by the Owner in accordance with Section 3, the full ownership of the Solar Energy System will pass from Council to the Owner.

#### 10. Termination

Without limiting the generality of any other clause, Council may terminate this Agreement by notice in writing if the Owner:

 a. breaches any essential terms of this Agreement and such breach is not remedied within 60 days of written notice by Council;

- fails to obtain the permission of the Tenant (if the property is let) for the Contractor to enter the Owner's property to install the Solar Energy System; or
- c. otherwise fails to observe their obligations under the Tenancy Act, to the extent that those obligations are relevant to this Agreement.

#### 11. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict Council's powers or discretions in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Scheme or any other aspect of this Agreement.

#### 12. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any prior quotations, arrangements, agreements, representations or undertakings related to this solar installation are superseded.

#### 13. Joint and Several Liability

If the Owner consists of more than one person, this Agreement binds them jointly and each of them severally.

#### 14. Severability

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision which will be considered to be deleted.

#### 15. Governing Law

This Agreement will be governed by and construed according to the law of Victoria.

#### 16. Disputes

- a. Any grievances or concerns relating to the Solar Energy System must be conveyed to the Contractor, in accordance with clause 6) b).
- b. If any dispute arises between the Owner and Council regarding this Agreement, the Parties must at first instance endeavor to resolve it by discussion and agreement.
- c. If any dispute arises between the Owner and a Tenant regarding this Agreement, it is the responsibility of the Owner to resolve the dispute. Such a dispute will not affect the Owner's obligations under this Agreement and Council will have no involvement in such a dispute.

#### 17. Definitions

**Contractor** means the licensed electrical contractor, whether being a person or entity, engaged by Council to supply and install Solar Energy Systems under the Program.

**Owner** means the person or persons named in the Agreement as being the owner of the property at which a Solar Energy System will be installed.

Party means either Council or the Owner as the context dictates.

**Penalty Interest** means interest at the rate of 10 per cent per annum, or such other rate as may be fixed by section 2 of the *Penalty Interest Rates Act* 1983 from time to time.

Program means the "Solar Saver Program" of Council.

**Renewable Energy Certificate** has the same meaning as in the *Renewable Energy* (*Electricity*) *Act* 2000 (Cth) and includes any other certificate, right or entitlement of a similar nature which arises under Victorian or Commonwealth legislation.

**Solar Energy System** means the system described at Schedule 2 (your quotation) and includes the solar panels and any associated infrastructure and materials provided by the Contractor for the proper functioning of the solar panels to produce electricity from solar power, but does not include any infrastructure or services provided by third parties (such as electricity distributors or electricity retailers).

**Special Charge Scheme** means the mechanism by which Council, under the *Local Government Act* 1989, recovers the costs of the Solar Energy Systems provided as part of the Program. This scheme allows Council to buy your solar system upfront and

you to pay back the cost over time. The way this works is that Council will charge you a small payment each quarter (a Special Charge). This is issued on a Special Charge Notice which is separate from but similar to your rates notice. You can repay Council over 10 years in this way. You can pay your system off sooner if you choose.

Tenancy Act means the Residential Tenancies Act 1997.

#### 18. Signed as an agreement between:

| M. Bul  | Owner 1:  Owner 2 (if applicable):     |
|---|--|
| DATE: 18 November 2020  |  |
| SIGNED for and on behalf of Darebin City<br>Council ACN 75 815 980 522 by |  |
| Michele Burton  | DATE:                                  |
| Coordinator Climate Emergency and   |  |
| Environment Programs  | SIGNED by «Ratepayer_Name_from_script» |
| Darebin City Council  |  |

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### Summary of Key details – see front page for full Key Details and Schedule 2 (your quotation) for a full breakdown of costs

| Cost of the Solar Energy System  | «Quote_Amount»   |  |
|--|--|--|
|  | See breakdown provided at Schedule 2 (your quotation).   |  |
|  | Note: IF you apply for the Solar Homes rebate from<br>the Victorian Government and your application is<br>approved, the final cost to you will be:   |  |
|  | «Quote_customer_price_post_STC_ex_GST»   |  |
| Amount payable by the Owner in each quarterly rates notice   | An amount equal to 1/40 <sup>th</sup> of the total cost, being approximately:  |  |
|  | \$ "Quarterly_payment_quote_amount_40" per quarter (for forty quarterly payments) or "Quarterly_payments" if you are eligible for the Solar Victoria rebate.   |  |
| This includes:   | The supply and installation of the solar system, and any repair or replacement covered by the warranty during the warranty period  |  |
| This does not include:   | Any fee charged by your energy retailer or distributor (apart from meter consolidation if required) or unforeseeable associated electrical works such as rewiring;, general maintenance, service calls or repair or replacement outside the warranty, or any Council planning permit fees required, such as heritage application fee (if applicable).          |  |
| Option to withdraw from agreement:   | This agreement is entirely voluntary. The Owner can withdraw their agreement, without penalty, any time up to one week (5 business days) before their installation date (as scheduled by EnviroGroup). If the Owner chooses to withdraw less than one week (5 business days) before their scheduled installation, the Owner may be charged a cancellation fee. |  |
| NOTE: IF YOU ARE SCANNING THIS AGREEMENT TO RETURN TO COUNCIL PLEASE SCAN THE ENTIRE DOCUMENT INCLUDING SCHEDULE 2 (THE QUOTATION) AND SCHEDULE 1 IF APPLICABLE. |  |  |
| $\hfill \square$ TICK THIS BOX IF YOU WOULD LIKE THIS SIGNED AGREEMENT POSTED BACK TO YOU.   |  |  |

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### Schedule 1

A. [NOTE: Schedule 1 is applicable ONLY if the property is tenanted. Owner-occupiers do not need to complete this form.]

| ,   |
|---|
| Tenant's permission for Contractor to access Owner's property   |
| l,<br>[Tenant's full name]  |
| a tenant to whom the premises at  |
| «Rateable_Address»  |
| is let under a tenancy agreement as defined under the <i>Residential Tenancy Act 1997</i> , agree to allow the contractor (and its agents) responsible for installing a solar panel system at the rented premises to access the premises for the purposes of conducting site inspections, installing the solar energy system and to carry out any required repairs, maintenance or replacements.  |
| The Tenant authorises the Contractor to submit an application to their electricity provider to connect a renewable energy system to the electricity provider's electrical distribution network and the Tenant must take all reasonable action required by the Contractor, including signing any relevant documents, and paying metering or other fees charged by their electricity provider in order for that connection to take place. |
| SIGNED by:  |
| Date:   |
| Full Name   |

7.2 APPROACH TO ENGAGEMENT ON THE COMMUNITY

VISION, COUNCIL PLAN, FINANCIAL PLAN AND ASSET

**PLAN** 

Author: General Manager, Governance and Engagement

Manager Governance & Corporate Strategy

Reviewed By: Chief Executive Officer

#### **EXECUTIVE SUMMARY**

The Local Government Act 2020 (the Act) and Public Health and Wellbeing Act 2008 establishes the need for Council to develop a range of key plans underpinned by a range of resourcing plans, including:

| Long term | Community Vision (10 yr+) – 20yr proposed                     | 2041 |
|-----------|---|------|
|           | Financial Plan (10 yrs)                                       | 2031 |
|           | Asset Plan (10 yrs)   | 2032 |
| Mid term  | Council Plan (incorporating Health and Wellbeing Plan) (4 yr) | 2025 |
|           | Revenue and Rating Plan (4 yr)                                | 2025 |
|           | Workforce Plan (4 yr)   | 2026 |
|           | Budget (4 yr)   | 2025 |

The Act also requires the development of a number of these plans to being informed through a deliberative engagement process with the Darebin Community. These are the Community Vision, Financial Plan, Asset Plan and the Council Plan.

This report outlines the approach to engagement that will be undertaken to inform the development of these plans and the timelines for the key plans to be adopted by 30 June 2021.

#### Recommendation

#### That Council;

(1) Endorses the approach to the first round of Deliberative Community Engagement for the development of the Community Vision 2041 and Council Plan (incorporating Municipal Health and Wellbeing Plan) 2021-2025 outlined in this report.

#### **BACKGROUND / KEY INFORMATION**

The requirements of the *Local Government Act 2020* and *Public Health and Wellbeing Act 2008 and* proposed approach to development and delivery of the key plans required.

The Local Government Act 2020 establishes the need for Council to develop a range of key plans underpinned by a range of resourcing plans, including:

| Long term | Community Vision (10 yr+) – 20yr proposed                     | 2041 |
|-----------|---|------|
|           | Financial Plan (10 yrs)                                       | 2031 |
|           | Asset Plan (10 yrs)   | 2032 |
| Mid term  | Council Plan (incorporating Health and Wellbeing Plan) (4 yr) | 2025 |
|           | Revenue and Rating Plan (4 yr)                                | 2025 |
|           | Workforce Plan (4 yr)   | 2025 |
|           | Budget (4 yr)   | 2025 |

The *Public Health and Wellbeing Act 2008* requires Council to develop a Municipal Health and Wellbeing Plan

#### **Community Vision (20yr)**

The development of a Community Vision is a new legislative requirement under the Act and further prescribes the Community Vision:

- be developed with the municipal community using deliberative engagement practices, which are to be determined through the development of the Darebin Engagement Policy
- be for a period of at least 10 financial years
- describe the municipal community's aspirations for the future of the municipality
- be adopted by 31 October 2021 and have effect from 1 July 2021.

It is proposed that the Community Vision be based on a 20-year horizon, enabling our community to consider the future of Darebin for the next generation.

#### Financial Plan (10yr)

The development of a 10-year Financial Plan is a new legislative requirement under the Act as part of the approach to integration of planning. The intent is to ensure that Council is fulfilling its obligations around the financial management principles to ensure that the Community Vision can be realised. The development of this plan will benefit from the strong foundation provided in the existing 10 year Strategic Resource Plan.

This requires deliberative community engagement practices.

#### Asset Plan (10yr)

The development of a 10-year Asset Plan is a new legislative requirement under the Act as part of the approach to integration of planning. The intent is to ensure that Council has a clear approach to maintenance, renewal, acquisition, expansion, upgrade, disposal and decommissioning in relation to each class of infrastructure asset that Council controls and that it gives affect for the Community Vision to be realised. The Asset Plan is due to be adopted by 30 June 2022

This requires deliberative community engagement practices.

#### Council Plan (incorporating Municipal Health and Wellbeing Plan) (4yr)

The development of a 4-year Council Plan remains a legislative requriement under the LG Act 2020 and further prescribes the Council Plan:

- addresses the Community Vision
- set the strategic direction, strategic objectives and strategies to achieve both for Council
- set strategic indicators to monitor the acheivement of the strategic objectives
- a description of Council initatives, and priorities for services, infrastructure and amenity
- be developed using deliberative engagement practices, which are to be determined by the Darebin Community Engagement Policy
- be adopted by 31 October 2021 and have affect from 1 July 2021.

The development of a 4-year Municipal Health and Wellbeing Plan (MPHP) is required under the Public Health and Wellbeing Act 2008 and sets the broad mission, goals and priorities. It strives to improve the health and wellbeing outcomes of local communities by addressing the social determinants of health. Council's plan should be consistent with Council's corporate plan and land use plan required by the *Municipal Strategic Statement* (MSS).

Achieving strategic alignment is critical to achieving health and wellbeing outcomes in local communities. In the interests of best achieving this the Municipal Health and Wellbeing Plan will be incorporated into the Council Plan.

Under the *Public Health and Wellbeing Act 2008*, MPHWPs need to consider the focus areas and priorities of the *Victorian Public Health and Wellbeing Plan 2019–2023* and guidance from the Department of Health and Human Service.

This requires deliberative community engagement practices.

#### Revenue and Rating Plan (4yr)

Council must prepare and adopt a 4-year Revenue and Rating Plan by the 30 June 2021. The development of this plan will benefit from the strong foundation provided in the existing Rating Strategy and the Revenue Plan.

This plan does not require deliberative community engagement.

#### Workforce Plan (4yr)

The CEO must develop a 4-year workforce plan that describes the organisational structure, the projected staffing requirements and measures to ensure gender equality, diversity and inclusiveness to ensure the Council Plan (incorporating Municipal Health and Wellbeing Plan) can be realised. The workforce plan must be in place by 31 December 2021.

This plan is not subject to community engagement.

#### **Strategic Planning Principles**

The LG Act 2020 prescribes the need for Councils to prepare its Council Plan and other strategic plans in accordance with a Strategic Planning Principles, which include

- the adoption of an integrated appraoch to planning, monitoring and performance reporting
- the need to address the Community Vision through strategic planning

- the resources needed for effective implementation
- identify and address the risks to effective implementation
- ongoing review and monitoring to identify and address changing circumstances

#### **Previous Council Resolution**

This matter is not the subject of a previous Council resolution.

#### COMMUNICATIONS AND ENGAGEMENT

#### Consultation

A detailed community engagement process has been developed to inform the development of the Community Vision and Council Plan (incorporating Municipal Health and Wellbeing Plan), including the establishment of a Darebin Deliberative Engagement Plan.

Further details on the approach to engagement is provided in the discussion section of this report.

It is acknowledged that the demands on the Wurundjeri Council for engagement are significant and approximately 5 months needs to be allowed for this to occur in a genuine and meaningful manner. The commencement of the engagement process in December 2021 has ensured there is opportunity and time for the Community Vision and Council Plan to be informed through engagement with the Wurundjeri Council as a key stakeholder.

A cross organisation project team will have oversight of the development and adoption of the Community Vision, Council Plan (incorporating Municipal Health and Wellbeing Plan), deliberative community engagement process and other key plans required to meet the legislative requirements of the Local Government Act 2020 and the Public Health and Wellbeing Act 2008.

#### Communications

A Communication Plan to support the community consultation and engagement has been developed and includes:

- Development of 'DESIGN YOUR DAREBIN 2041' branding for the Community Vision (Appendix A)
- Distribution of information to specific CALD and vulnerable groups and other community and business networks
- Targeted messaging for specific groups
- Messaging from the Mayor to the community
- Range of pitches to community media to promote the engagement
- Targeted use of social media channels

The plan has been developed enable maximum community awareness of, and attendance and participation with proposed community engagement activities.

#### **ANALYSIS**

# Alignment to Council Plan / Council policy

Goal 6 - A well governed Council

The development of the 20 -year Community Vision, 2021-2025 Council Plan (incorporating the Municipal Health and Wellbeing Plan) addresses all goals within the 2017-2021 Council Plan.

There is also alignment to the existing Community Engagement Strategy and the draft Community Engagement Policy endorsed by Council on 7 December 2020 to proceed to community consultation.

#### **Environmental Sustainability Considerations**

Environmental Sustainability considerations will be incorporated into the approach to community engagement to gain insights and aspirations from the community to inform the Community Vision under the theme 'Environment'. The Council Plan (incorporating the Municipal Health and Wellbeing Plan) will incorporate environmental sustainability considerations and the resourcing plans (Financial Plan and Asset Plan) will be developed to ensure strategic priorities informed through the deliberative engagement process are adequately resourced.

#### Climate Emergency

Climate emergency considerations will be incorporated into the approach to community engagement to gain insights and aspirations from the community to inform the Community Vision under the theme 'Environment'. The Council Plan (incorporating the Municipal Health and Wellbeing Plan) will incorporate climate emergency considerations and the resourcing plans (Financial Plan and Asset Plan) will be developed to ensure strategic priorities informed through the deliberative engagement process are adequately resourced.

#### **Equity, Inclusion and Wellbeing Considerations**

The approach to community engagement to establish the Community Vision, Council Plan, Financial Plan and Asset Plan, including deliberative engagement, has been designed to ensure representative voices across Darebin's diverse community. It should be noted that the Asset Plan will be informed by this engagement process but will be subject to deliberative engagement as a separate program aligned to delivery by June 2022.

Equity, inclusion and wellbeing considerations will be incorporated into the approach to community engagement to gain insights and aspirations from the community to inform the Community Vision under the themes 'Social, Health and Wellbeing' and 'Diversity'. The Council Plan (incorporating the Municipal Health and Wellbeing Plan) will incorporate climate emergency considerations and the resourcing plans (Financial Plan and Asset Plan) will be developed to ensure strategic priorities informed through the deliberative engagement process are adequately resourced.

#### **Cultural Considerations**

The approach to community engagement to establish the Community Vision, Council Plan, Financial Plan and Asset Plan, including deliberative engagement, has been designed to ensure representative voices across Darebin's diverse community. It should be noted that the Asset Plan will be informed by this engagement process but will be subject to deliberative engagement as a separate program aligned to delivery by June 2022.

Cultural considerations will be incorporated into the approach to community engagement to gain insights and aspirations from the community to inform the Community Vision under the themes 'Social, Health and Wellbeing' and 'Diversity'. The Council Plan (incorporating the Municipal Health and Wellbeing Plan) will incorporate cultural considerations and the resourcing plans (Financial Plan and Asset Plan) will be developed to ensure strategic priorities informed through the deliberative engagement process are adequately resourced.

### **Economic Development Considerations**

Economic considerations will be incorporated into the approach to community engagement to gain insights and aspirations from the community to inform the Community Vision under the theme 'Economic'. This is of key importance given the impact of Covid-19 and Council's priority around relief and recovery across the municipality. The Council Plan (incorporating the Municipal Health and Wellbeing Plan) will incorporate economic considerations and the resourcing plans (Financial Plan and Asset Plan) will be developed to ensure strategic priorities informed through the deliberative engagement process are adequately resourced.

# **Financial and Resource Implications**

Financial resourcing considerations will be informed by the approach to community engagement and form part of the deliberative engagement process. The key plans require that resourcing plans are in place to ensure they can be realised and implemented with consideration to Council's financial capacity and sustainability. This is required for:

- 20 year Community Vision through the 10yr Financial Plan and 10yr Asset Plan); and
- 4 year Council Plan (incorporating Municipal Health and Wellbeing Plan) through the Workforce Plan.

Financial and resource implications are of key importance given the impact of Covid-19 and Council's priority around relief and recovery across the municipality.

The costs associated with community engagement and the development of the Community Vision, Financial Plan and Council Plan is allowed for in the 2020/21 budget. This includes the engagement of Max Hardy as a consultant to lead the approach to deliberative engagement for Council.

#### **Legal and Risk Implications**

There is a moderate risk associated with the large quantity of plans to be adopted by 30 June 2020 and the considerable changes to be enacted as outlined in the 2020 Local Government Act, including the requirement for integrated planning. This risk is being mitigated with the establishment of a formal project management structure that has oversight and responsibility for the key plans and timelines to be developed and adopted in 2021.

#### **Operational Impacts**

This project will have operational impacts as the adoption of these plans will set the strategic direction, objectives and strategies for the next four years for the organisation. The development of a 2021-22 Council Plan Action Plan and Department Service Plans will provide the line of site for the organisation to respond to these impacts and adjust their priorities accordingly.

#### DISCUSSION

Project planning has been undertaken to establish timelines, key milestones and process to ensure the development of these plans occurs to timelines and to meet legislative requirements.

The development of the Community Vision and Council Plan (incorporating the Municipal Health and Wellbeing Plan) will occur concurrently so that the Vision can inform the Council Plan as required.

# **Community Vision 2041**

An engagement plan underpins legislative requirements for the development of the Community Vision to occur with the Darebin community using deliberative engagement practices,

The engagement will occur in two stages, as noted below:

Round One: January - March 2021

- Broad community engagement, late December 2020 to mid-February 2021
- Establishment of a Deliberative Engagement Panel, to meet for the first time in late February and again in early March

Round Two: April – May 2021

- Broad community engagement, April to May 2021
- Deliberative Engagement Panel to reconvene and meet on a number of dates between April and May 2021

The broad consultation for both rounds includes a number of activities, both online and face to face, including targeted engagement activities with the harder to reach members of the community. This engagement will be communicated broadly, using social media, radio and hard copy materials.

A Deliberative Engagement panel will be established to convene during both rounds of the consultation. Recruitment has commenced to inform selection of members for the deliberative engagement panel, ensuring Darebin's diverse community is represented on the panel.

Round one consultation and engagement activities were launched prior to Christmas, inviting the Darebin community to take the opportunity to design the future of the city.

- The first-round engagement focuses around asking the community three (3) key questions
  - O What do you love most about the City of Darebin?
  - What is the one thing we need to change or do to make Darebin the best it can be?
  - Thinking ahead to 2040, what three words would you use to describe the Darebin you want to see?
- General Community Engagement activities include an on-line survey, postcards distributed via key community locations, pop-ups at 9 locations across the city in, 1 for each ward and a telephone survey

 A Deliberative Engagement process is also being run for the first round of engagement, with recruitment for panel members to commence in January and the first meeting of the group scheduled for the 28th February. Outcomes from the general community engagement activities will be used to help inform the deliberative engagement process

 Basic demographics are included as part of the engagement activities, including, postcode, age, gender and language spoken at home. More detailed demographics will be collected during the telephone survey and to inform selection of members for the deliberative engagement panel, ensuring Darebin's diverse community is represented.

The detailed Communications Plan to support the first round of engagement activities, includes:

- Use of the 'DESIGN YOUR DAREBIN 2041' branding for the Community Vision
- Distribution of engagement activities to specific CALD and vulnerable groups and other community and business networks
- Targeted messaging from the Mayor
- Range of media pitches to community media to promote the engagement
- Targeted use of social media channels

# Council Plan (incorporating Municipal Health and Wellbeing Plan) 2021-2025

The engagement process developed for the Community Vision will also be used to inform the development of the Council Plan (incorporating MHWBP). At the same time extensive work will occur internally to support the development of priorities and information to support the development of the Council Plan (incorporating MHWBP), including:

- Working to ensure outcomes from the deliberative engagement process are captured to inform the development of the Council Plan (incorporating MHWBP) and that the Community Vision is referenced in the Council Plan (incorporating MHWBP)
- Working with Councillors and council staff to input priorities to inform the Council Plan
- Working across the organisation to provide for an integrated strategic planning, reporting and monitoring approach with key plans

The Council Plan (incorporating MHWBP) will also incorporate existing Strategy actions to be implemented over the four years. This is to provide for a comprehensive overview to the community to Council's priorities over the term and ensuring integration and budgeted for.

#### **Key Timelines**

An outline of key timelines for community engagement and development of the key plans is provided below:

| Timing    | Key Activities  |
|-----------|---|
| Dec / Jan | Commence community engagement - Collection of ideas to inform<br>Vision / Council Plan / Financial Plan |
|           | Councillor themed based workshops   |
|           | Collation of key actions from existing Council adopted strategies                                       |
|           | Commence recruitment of community members for the Deliberative<br>Engagement panel                      |

| Timing     | Key Activities  |  |
|------------|---|--|
| Feb        | <ul> <li>Councillor Workshop Weekend to provide information on initial<br/>community engagement outcomes to inform Vision and priorities flowing<br/>into the Council Plan (MHWBP) and resourcing implications for the<br/>Financial Plan and Budget 21/22</li> </ul> |  |
|            | <ul> <li>Finalise recruitment of community members for Deliberative<br/>Engagement panel</li> </ul>   |  |
|            | Commence first meeting of Deliberative Engagement Panel (first round) focus on Community Vision   |  |
| March      | Council Report seeking endorsement from Council for draft Community<br>Vision, Financial Plan and Council Plan priorities to enter into<br>deliberative engagement process  |  |
| April /May | Deliberative Engagement Panel (second round) focus on Community<br>Vision, Financial Plan and Council Plan (MHWBP)  |  |
|            | Second round of general community consultation and engagement   |  |
| June       | <ul> <li>Adoption of 2041 Community Vision, 2031 Financial Plan, 2025 Council<br/>Plan (MHWBP) and 2021/22 Annual Budget</li> </ul>   |  |

#### **OPTIONS FOR CONSIDERATION**

#### Option 1 - Recommended

Support the proposed approach to community engagement and development of the Community Vision, Financial Plan and Council Plan (incorporating the Municipal Health and Wellbeing Plan). This approach is appropriate to ensure deliberative community engagement practices are carried out and Council's legislative requirements are meet in line with the 2020 Local Government Act.

#### Option 2 - Not recommended

Change the approach to community engagement and development of the key plans, with different engagement approaches, activities and timelines.

#### **IMPLEMENTATION STRATEGY**

#### **Details**

Once confirmed the deliberative community engagement process will continue across the Darebin community, recruitment for community members to participate in Deliberative Engagement Panel and ongoing work to develop the key plans with the appropriate input and as per the key project deliverables

#### **RELATED DOCUMENTS**

- Community Engagement Strategy
- Draft Community Engagement Policy

#### **Attachments**

Community Vision Design your Darebin Branding (Appendix A)

# **DISCLOSURE OF INTEREST**

Section 130 of the *Local Government Act 2020* requires members of Council staff and persons engaged under contract to provide advice to Council to disclose any general or material interest in a matter to which the advice relates.

The Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.



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7.3 COUNCILLOR CODE OF CONDUCT 2021

**Author:** Chief Executive Officer

Reviewed By: Chief Executive Officer

This report will be circulated as a late report.

8. CONSIDERATION OF RESPONSES TO PETITIONS, NOTICES OF MOTION AND GENERAL BUSINESS

Nil

#### 9. NOTICES OF MOTION

9.1 UNUSED AND UNDERUTILISED COUNCIL BUILDINGS

Councillor: Gaetano GRECO

**NoM No.:** 1

Take notice that at the Council Meeting to be held on 27 January 2021, it is my intention to move:

#### That Council:

Receives an interim report at the March Council meeting and a full report at the Council meeting in May 2021 listing all the unused and under-utilised Council buildings with the purpose of informing the 2021-22 budget process, four year Council plan and Council Vision.

Without limiting the scope of these reports they should provide the following information:

- (1) Details on the state of the buildings and what they were previously used for;
- (2) When the buildings were last used and why they are now not used or remain underutilised;
- (3) Whether the buildings have the potential to achieve priorities of existing Council strategies or future known community needs;
- (4) Whether the buildings could temporarily be put to community use and at what cost if known;
- (5) What plans exist or have been considered for the future use of the buildings.
- (6) What process can be put in place to determine the future community function and utilisation of unused and under-utilised buildings to support the realisation of the Community Vision and Council Plan priorities.

#### Rationale

The purpose of this report is to get a stock take on unused and under-utilised council buildings to aid future community planning decisions in light of the coming budget, the new four year council plan and future vision plan for the city.

There are many Council building that are currently sitting idle or being under-utilised at the moment, e.g. the Boat House, old Reservoir Police Station, old Reservoir Library, old Dole Avenue children's centre, Carnegie Building, old Preston Police Station (potentially set aside as a future home for 3KND) and others. Some of these buildings have been idle for decades while demand for community space has been on the rise as Darebin's population has increased over recent years

Notice Received: 13 January 2021

Notice Given to Councillors 20 January 2021

Date of Meeting: 27 January 2021

9.2 LEISURE CENTRE REDEVELOPMENTS IN DAREBIN

Councillor: Tim LAURENCE

**NoM No.:** 2

Take notice that at the Council Meeting to be held on 27 January 2021, it is my intention to move:

**That** Darebin Council officers prepare a report for March 2021 on the scale and cost of recently built or refurbished swimming pools in the Melbourne metro area and in regional Victoria including but not limited to Gurri Wanyarra Wellbeing Centre, Rosebud Aquatic Centre, Splash Aqua Park and Leisure Centre, Broadmeadows Aquatic and Leisure Centre, Oak Park Sports and Aquatic Centre, Aqualink Boxhill, and Ballarat Aquatic & Lifestyle Centre to assist council to ensure due diligence and value for ratepayers' funds in relation to leisure centre redevelopments in Darebin.

Notice Received: 13 January 2021

Notice Given to Councillors 20 January 2021

Date of Meeting: 27 January 2021

- **10. URGENT BUSINESS**
- 11. REPORTS OF STANDING COMMITTEES

Nil

#### 12. SUMMARY OF MEETINGS

# 12.1 SUMMARY OF ADVISORY COMMITTEES, COUNCILLOR BRIEFING AND OTHER INFORMAL MEETINGS OF COUNCILLORS

In accordance with Councils Governance Rules adopted on the 20 July 2020

For any meeting of an Advisory Committee established by Council attended by at least one Councillor or a scheduled or planned meeting to discuss the business of *Council* or to brief Councillors, and which is attended by at least half of the Councillors and one member of Council staff; and which is not a *Council meeting*, *Delegated Committee* meeting or *Community Asset Committee* meeting the *Chief Executive Officer* must ensure that a summary of the meeting is:-

- a) Tabled at the next convenient Council meeting; and
- b) Recorded in the minutes of that Council meeting.

The summary of the meeting will include

- a) The time, date and location of the meeting.
- b) The councillors in attendance.
- c) The topics discussed.
- d) The positions of council officers in attendance
- e) The organisation that any attendees external to council are representing; and
- f) Any conflicts of interest declared, including the reason

A Summary of the following Advisory Committees, Councillor Briefings or other Informal Meetings of Councillors were kept since the last Council Meeting:

Council Plan – Councillor themed Workshops – 18 January 2021

#### Recommendation

**That** the summary of Advisory Committees, Councillor Briefings and other Informal Meetings of Councillors held on 18 January 2021 and attached as **Appendix A** to this report, be noted and incorporated in the minutes of this meeting.

#### **RELATED DOCUMENTS**

Nil

#### **Attachments**

• Summary of Advisory Committees, Councillor Briefings and other Informal Meetings of Councillors (**Appendix A**) <u>U</u>

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# SUMMARY OF ADVISORY COMMITTEES, COUNCILLOR BRIEFINGS AND OTHER INFORMAL MEETINGS OF COUNCILLORS

| MEETING<br>DETAILS: | Title:            | Council Plan Councillor themed workshops   |
|---------------------|-------------------|--|
|                     | Date:             | 18th January 2021  9am – 10:45am (workshop 1)  11am – 12:45pm (workshop 2)  1pm – 2:45pm (workshop 3)  3pm – 4:45 pm (workshop 4)  5pm – 6:45pm (workshop 5)   |
|                     | Location:         | Function Room, Darebin Civic Centre  |
| PRESENT:            | Councillors:      | Cr Dimitriadis (workshop 1,2,3,4,5) Cr Greco (workshop 1,2,3,4,5) Cr Hannan (workshop 2,3,4,5) Cr Laurence (workshop 2,3,4,5) Cr McCarthy (workshop 3 – virtual attendance) Cr Messina (workshop 2,3,4,5) Cr Newton (workshop 2,5) Cr Williams (workshop 2)  |
|                     | Council<br>Staff: | Sue Wilkinson (workshop 1) Jodie Watson (workshop 1 & 4) Sam Hewett (workshop 5) Kerry McGrath (workshop 2) Rachel Ollivier (workshop 3) Anita Craven (workshop 1,2,3,4,5) Anna Rasalingam (workshop 1,2,3,4,5) Jess Fraser (workshop 2) Dominique Aloisio (workshop 2) Samuel Muchoki (workshop 2) Anthea Kypreos (workshop 5) Stevie Meyer (workshop 3) Shadi Hanna (workshop 3) |

# SUMMARY OF COUNCILLOR MEETINGS - CONT.

| APOLOGIES: |        | Cr Rennie                   |
|------------|--------|-----------------------------|
|            | Other: | N/A                         |
|            |        | Vanessa Petrie (workshop 4) |
|            |        | Wendy Dinning (workshop 4)  |
|            |        | Damian Hogan (workshop 4)   |

# The Workshops commenced at 9am

| MATTERS CONSIDERED |  | DISCLOSURES AND COMMENTS  |
|--------------------|--|---------------------------|
| 1                  | Actions, strategic direction and strategic indicators to inform the development of draft Council Plan priorities | No disclosures were made. |

# The Workshops concluded at 6:45pm

|               | Officer Name:  | Anita Craven                              |
|---------------|----------------|---|
| COMPLETED BY: | Officer Title: | Manager Governance and Corporate Strategy |

# 13. REPORTS BY MAYOR AND COUNCILLORS

# Recommendation

That Council note the Reports by Mayor and Councillors.

- 14. CONSIDERATION OF REPORTS CONSIDERED CONFIDENTIAL
- 15. CLOSE OF MEETING

# CITY OF DAREBIN

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