

# **Council Meeting**

## **Agenda**

**24 February 2021 at 6:30pm**

**Council Chamber, Town Hall, Sturt Street  
Ballarat**





The City of Ballarat acknowledges the Traditional Custodians of the land we live and work on, the Wadawurrung and Dja Dja Wurrung People, and recognises their continuing connection to the land and waterways. We pay our respects to their Elders past, present and emerging and extend this to all Aboriginal and Torres Strait Islander People.

Please note that due to COVID-19 restrictions this meeting will not be open for attendance by the public. Please note the guidance in this agenda for Public Questions and Public Submissions.

This meeting is being broadcast live on the internet and the recording of this meeting will be published on council's website [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au) in the days following the meeting.

Information about broadcasting and publishing recordings of council meetings is available in council's Live Broadcasting and Recording of Council Meetings Procedure which is available on the council's website.

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**The next Meeting of the Ballarat City Council will be held on Wednesday 24 March 2021.**

## 1. OPENING DECLARATION

**Councillors:** *"We, the Councillors of the City of Ballarat, declare that we will carry out our duties in the best interests of the community, and through collective leadership will maintain the highest standards of good governance."*

**Mayor:** *"I respectfully acknowledge the Wadawurrung and Dja Dja Wurrung People, the traditional custodians of the land, and I would like to welcome members of the public in the gallery."*

## 2. APOLOGIES FOR ABSENCE

## 3. DISCLOSURE OF INTEREST

## 4. MATTERS ARISING FROM THE MINUTES

## 5. CONFIRMATION OF MINUTES

## 6. PUBLIC QUESTION TIME

Note – all public representations will be heard before each item on the agenda.

### QUESTION TIME

- Question time has been altered for the City of Ballarat's 24 February 2021 Council meeting due to the COVID-19 restrictions.
- To ensure the public can still participate in question time, they are asked to now submit their questions in writing.
- However, no person may submit more than two questions at the 24 February 2021 meeting.
- The questions must be in English, must be 75 words or less and not include a preamble, other additional material, or multiple parts.
- Questions must be submitted via email to [governance@ballarat.vic.gov.au](mailto:governance@ballarat.vic.gov.au) by no later than 4:30pm on the day of the Council meeting.
- Question Time will be for a period of 30 minutes.
- A question may be disallowed if the chair determines that it:
  - Relates to a matter outside of Councils responsibility;
  - Is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
  - Deals with a subject matter already answered;
  - Is aimed at embarrassing a Councillor or a member of Council Staff;
  - Contains Confidential information; or
  - Security reasons.
- A Councillor or the Chief Executive Officer or their delegate may require a question to be taken on notice. If a question is taken on notice, the answer to it must be incorporated in the minutes of Council and a written copy of the answer sent to the person who asked the question.
- A Councillor or the Chief Executive Officer may advise Council that an answer should be given in a meeting closed to members of the public and explain the reason why.

### PUBLIC SUBMISSIONS

- Due to COVID-19 restrictions around public gatherings the following has been put in place.
- Public representations may be made on any items listed on the agenda in a Council Meeting apart from those listed in the confidential section. Submissions must also be submitted in writing to [governance@ballarat.vic.gov.au](mailto:governance@ballarat.vic.gov.au) by no later than 4.30pm on the day of Council meeting; and limited to no more than 200 words that will be read out by the Chief Executive Officer or nominated delegate at the meeting prior to the matter being considered by Council.
- If you would like to make your submission personally at the Council Meeting, please contact [governance@ballarat.vic.gov.au](mailto:governance@ballarat.vic.gov.au) to arrange this.

## 7. CHIEF EXECUTIVE OFFICER REPORT

### 7.1. CHIEF EXECUTIVE OFFICER REPORT

**Division:** Executive Unit  
**Director:** Evan King  
**Author/Position** Evan King – Chief Executive Officer

#### PURPOSE

1. The CEO's Operational Report highlights issues and outcomes affecting the organisation's performance as it delivers services and implements the Council's strategies and policy decisions.

#### BACKGROUND

2. The Council of the City of Ballarat is responsible for setting the municipality's strategic direction. The CEO of the City of Ballarat is the sole employee of the Council and is responsible for establishing the organisational structure and resource allocation to achieve the objectives set by the Council. This operational report provides greater detail about organisational activities and issues involved with service delivery.

#### KEY MATTERS

##### Key achievements, projects and events delivered

3. CBD Outdoor dining hubs launched  
Outdoor dining options will be expanded in Ballarat CBD this summer, with the installation this week of two new, temporary outdoor dining hubs. The hubs, comprised of six all weather cubes, have been installed this week on Armstrong Street North and the 400 block of Sturt Street. The outdoor dining hubs have been funded through \$500,000 from the Victorian Government's Local Councils Outdoor Eating and Entertainment Package to support hospitality businesses reopening following the COVID period.
4. Survival Day ceremony  
The City of Ballarat supported the Koorie Engagement Action Group to deliver the city's second annual survival day dawn ceremony on 26 January. The dawn ceremony was conducted at View Point, Lake Wendouree and livestreamed on the City of Ballarat Facebook page.
5. Response Reactivation and Recovery Plan  
The City of Ballarat has provided an update on its COVID -19 Response, Recovery and Reactivation Plan.  
The response outlines the works completed by the city to date and those which are scheduled to be carried out in 2021.  
In 2021, the City of Ballarat will continue to support local enterprise and jobs through a range of projects and activities, as well as through the facilitation of projects and services to specifically aid in recovery efforts.
6. Ballarat Citizen of the Year

Dr Sundram Sivamalai was announced as the 2021 Ballarat Citizen of the Year at a ceremony on 25 January. Gabriel Gervasoni was named the 2021 Ballarat Young Citizen of the Year, while Ballarat Reverse Advent Calendar, represented by Heather Luttrell, was announced as the 2021 Ballarat Community Activity of the Year. Congratulations to all winners and those who were nominated for these awards. The strong field of nominations for these awards highlights both the many inspirational Ballarat people who work to help others in our community and some outstanding community events and projects.

### **Ongoing community consultation**

7. Lake Wendouree lighting trials

The Lake Lighting project proposes approximately 220 lights be installed (view map) around the Lake Wendouree Steve Moneghetti Track. To provide the community and lake users with a vision of how the proposed lights might look in terms of style, poles and light spill, a demonstration location has been established near the Olympic Rings at Lake Wendouree and is being trialled over summer. Lake users have been encouraged to visit the site and provide their feedback through an online survey at the City of Ballarat's mysay website.

8. Lake Burrumbeet community workshops

Lake Burrumbeet users were invited to have their say about proposed changes to waterway rules at two community workshops held in January. The workshops were led by facilitators from the RCMG group, and included presentations from Maritime Safety Victoria, as well as the opportunity for participants to ask questions and provide feedback about proposed changes to waterway use.

9. Ballarat Station Southside Precinct Masterplan

The Victorian Planning Authority is developing the Ballarat Station Southside Precinct Master Plan in partnership with the City of Ballarat and Vic Track. In January and February, the Ballarat community has been invited to help shape the vision for the land between the station and Mair Street.

### **OFFICER RECOMMENDATION**

**10. That Council:**

**10.1 Receive and note the CEO's Operational Report.**

### **ATTACHMENTS**

1. Governance Review [7.1.1 - 1 page]



**ALIGNMENT WITH COUNCIL VISION, COUNCIL PLAN, STRATEGIES AND POLICIES**

1. The Chief Executive Officers report is line with Council's commitment to transparent decision making as expressed in the Council Plan.

**COMMUNITY IMPACT**

2. The report is part of Council's commitment to ensuring the community is informed about key projects and initiatives delivered and ongoing, and community consultation being undertaken by the City of Ballarat.

**CLIMATE EMERGENCY AND ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS**

3. No climate emergency and environmental sustainability implications have arisen from the preparation of this report.

**ECONOMIC SUSTAINABILITY IMPLICATIONS**

4. No additional economic sustainability implications have arisen from the preparation of this report.

**FINANCIAL IMPLICATIONS**

5. No additional financial implications have arisen from the preparation of this report.

**LEGAL AND RISK CONSIDERATIONS**

6. It is considered there are no legal and risk considerations associated with this report.

**HUMAN RIGHTS CONSIDERATIONS**

7. It is considered that the report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**COMMUNITY CONSULTATION AND ENGAGEMENT**

8. The Chief Executive Officer's Operational Report formal community engagement and consultation processes, both online and in person, which the City of Ballarat is currently undertaking in relation to its plans and operations.

**CONFLICTS OF INTEREST THAT HAVE ARISEN IN PREPARATION OF THE REPORT**

9. Council Officers affirm that no general or material interests need to be declared in relation to the matter of this report.

## 8. OFFICER REPORTS

### 8.1. POWERCOR AGREEMENT FOR LEASE FOR SUBSTATION (KIOSK TYPE) AT THE CIVIC HALL

**Division:** Infrastructure and Environment  
**Director:** Bridget Wetherall  
**Author/Position:** Racheal Barnett – Property Officer

#### PURPOSE

1. Enter into a lease arrangement with Powercor for an upgraded substation (Kiosk type) at the Civic Hall site as part of the completion of Stage 2 works.
2. The kiosk upgrade forms part of the redevelopment of the Civic Hall as a performance and event venue, building on the success of the building restoration works completed to date.

#### BACKGROUND

3. The existing electrical power supply to the Civic Hall building must be upgraded to provide a larger power supply to facilitate the additional electrical power load from the Stage 2 Works, in particular the new commercial kitchen and goods lift due for completion mid-2021.
4. The local electricity distribution network authority, Powercor, has issued a Negotiated Connection Contract (NCC) offer to supply and install a new substation kiosk to provide the required larger power supply to the Civic Hall. The contract was executed by the Director of Development and Planning on 06 July 2020 and an invoice for \$91,471.00 has been paid.
5. Due to the new substation kiosk being located on Council land adjacent to the Civic Hall building (refer attached plan depicting the location agreed between Council officers and Powercor) an Agreement for Lease must be executed before Powercor will complete the new substation kiosk planned for installation in March 2021.
6. Due to the 30 years tenure length, the lease must be approved by Council prior to execution.

#### KEY MATTERS

7. The Notice of Intention to Grant a Lease was advertised on the 19 November in the Ballarat Times with the 28 day period expiring 16 December.
8. No submissions were received.
9. The term of the lease is 30 years with one (1) further term of 20 years.
10. The annual rent is \$0.10 per annum payable on demand.

## OFFICER RECOMMENDATION

### 11. That Council:

- 11.1 Execute the lease by means of signing the Agreement for Lease with Powercor for a 30 year agreement between Ballarat City Council and Powercor Australia for a substation (kiosk type) at the Civic Hall site on the corner of Doveton and Mair Streets, Ballarat.**

## ATTACHMENTS

1. Governance Review [8.1.1 - 2 pages]
2. Civic Hall powercor lease [8.1.2 - 25 pages]
3. Civic Hall Kiosk site plan [8.1.3 - 1 page]

#### **ALIGNMENT WITH COUNCIL VISION, COUNCIL PLAN, STRATEGIES AND POLICIES**

1. The report supports the Council Plan goals of prosperity and sustainability by providing improved facilities to the Civic Hall precinct and enhancing our built asset.
2. The report supports the goal to attract visitors to Ballarat through the increased ability to facilitate events and performances at the venue.

#### **COMMUNITY IMPACT**

3. The existing electrical power supply to the Civic Hall building must be upgraded to provide to a larger power supply to facilitate the additional electrical power load from the Stage 2 Works, in particular the new commercial kitchen and goods lift due for completion mid-2021.
4. Due to the new substation kiosk being located on Council land adjacent to the Civic Hall building (refer attached plan depicting the location agreed between Council officers and Powercor) an Agreement for Lease must be executed before Powercor will complete the new substation kiosk planned for installation in March 2021.
5. Due to the 30 years tenure length, the lease must be approved by Council prior to execution.

#### **CLIMATE EMERGENCY AND ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS**

6. The new kiosk will ensure users of the facility have sufficient electrical capacity to cater for the increasing demand in use.

#### **ECONOMIC SUSTAINABILITY IMPLICATIONS**

7. The electrical power supply upgrade is critical in supporting the long-term economic growth of the Civic Hall from increased venue utilisation by providing additional venue facilities.

#### **FINANCIAL IMPLICATIONS**

8. The local electricity distribution network authority, Powercor, has issued a Negotiated Connection Contract (NCC) offer to supply and install a new substation kiosk to provide the required larger power supply to the Civic Hall. The contract was executed by the Director of Development and Planning on 06 July 2020 and an invoice for \$91,471.00 has been paid.
9. The term of the lease is 30 years with one (1) further term of 20 years.
10. The annual rent is \$0.10 per annum payable on demand.
11. Costs associated with the establishment of the kiosk are fully funded through the Civic Hall Redevelopment Stage 1 by the City of Ballarat in the current 2020/21 budget.
12. Ongoing rental costs are to be covered in Councils future Operating Budget.

#### LEGAL AND RISK CONSIDERATIONS

13. Operational Impact - The works need to be conducted in a way that minimises the impact to the facility and ensures safety of all workers and the general public. Some level of coordination with Powercor may be required to ensure safety to both parties are maintained.
14. Council must get approval from Powercor (the Tenant) prior to “sell, transfer, subdivide or dispose of the land”.  
It is unlikely Council will sell the Civic Hall Site and there is no clause in the Deed or draft Lease Agreement that places restriction on changes of land use (e.g. if Council in the future chose to sell the site).

#### HUMAN RIGHTS CONSIDERATIONS

15. It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

#### COMMUNITY CONSULTATION AND ENGAGEMENT

16. The Notice of Intention to Grant a Lease was advertised on the 19 November in the Ballarat Times with the 28 day period expiring 16 December.
17. No submissions were received.

#### CONFLICTS OF INTEREST THAT HAVE ARISEN IN PREPARATION OF THE REPORT

18. Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

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**AGREEMENT FOR LEASE**

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**X8816 PAL**

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**THIS AGREEMENT FOR LEASE IS MADE THE                      DAY OF                      20**

- (1) **BALLARAT CITY COUNCIL (ABN 37 601 599 422) ("LANDLORD")**  
of Sturt Street, Ballarat; and
- (2) **POWERCOR AUSTRALIA LTD (ACN 064 651 109) ("TENANT")**  
of Level 8, 40 Market Street, Melbourne.

**RECITALS:**

The parties acknowledge that they have agreed to enter into a lease of the Premises and they wish to formally record their agreement on the terms of this Agreement.

**THE PARTIES AGREE AND DECLARE AS FOLLOWS:**

1. The parties irrevocably acknowledge and agree that the Landlord has agreed to lease the Premises and grant the Additional Rights to the Tenant on the terms set out in this Agreement.
2. The parties agree to be immediately legally bound by the terms of this Agreement.
3.
  - (a) The parties agree to have the terms of this Agreement incorporated into a formal lease document which will be more detailed and more precise, but not different in effect from this Agreement. The formal lease document will be in the form of the lease document attached to this Agreement (the "Lease").
  - (b) As soon as the Premises adequate to house a substation of the type determined by the Tenant has been completed to the Tenant's satisfaction and the Premises and the Additional Rights areas have been determined to the Tenant's satisfaction:
    - (i) the Landlord will promptly provide a properly surveyed lease plan to the Tenant which reflects to the satisfaction of the Tenant the Premises and the Additional Rights areas; and
    - (ii) the Tenant will prepare the Lease (in duplicate), incorporating the lease plan, ready for execution by the Landlord and the Tenant.
  - (c) The Landlord agrees to execute the Lease (in duplicate) as soon as practicable after the Lease has been delivered to the Landlord and to procure the execution of the mortgagee or caveator's consent (if applicable). The Landlord will then return the executed Lease (in duplicate) to the Tenant so that the Lease may be executed by the Tenant.

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2.

- (d) The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title to the Land, noting the Tenant's interest under this Agreement. The Landlord consents to the lodgement of such caveat.
4. The Landlord may not without the prior written consent of the Tenant which consent may be withheld in the Tenant's absolute discretion, sell, transfer, subdivide, dispose of or otherwise deal with ("Dispose") the Land until the Lease has been executed by the Landlord and the Tenant and the Tenant has taken possession of the Premises under the Lease, except on the following basis:
- (a) the Landlord is not released from its obligations under this Agreement on any Disposition of the Land;
  - (b) the Landlord must procure that any person to whom the Landlord sells, transfers or disposes of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located or whom otherwise becomes the registered proprietor of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located (including as a result of any subdivision) (the "New Owner") grants the Lease to the Tenant and otherwise complies with the terms of this Agreement; and
  - (c) without limiting the generality of the foregoing, if the Land is subdivided before the Lease has been executed by the Landlord and the Tenant and before the Tenant has taken possession of the Premises under the Lease, then:
    - (i) if an owners corporation is the New Owner of any part of the Premises upon subdivision, then prior to and immediately after the subdivision, the Landlord must ensure that it continues to own the freehold of all of the lots in the subdivision and otherwise takes all steps to ensure that it controls the owners corporation absolutely;
    - (ii) the Landlord must procure that any New Owner grants the Lease to the Tenant as soon as practicable after the subdivision is registered; and
    - (iii) the Landlord must not Dispose or assign its legal interest in any of the Land giving rise to a right to vote in or otherwise share control of the owners corporation, including without limitation proceeding with settlement of the sale of any lots in any subdivision, until it has procured the grant of the Lease to the Tenant.
5. This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
6. Each party shall pay its own costs in relation to the preparation, completion and execution of this Agreement. To the extent that there is any stamp duty payable on this Agreement, the Landlord is responsible for the payment of such stamp duty.
7. (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

3.

- (b) A recipient of a taxable supply made under this Agreement must:
  - (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
  - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

8. In this Agreement:

- (a) unless otherwise defined, defined terms have the meaning given in the Schedule; and
- (b) references to this Agreement includes the Schedule.



## 4.

**SCHEDULE**

<b>Landlord:</b>	<b>BALLARAT CITY COUNCIL</b> ABN 37 601 599 422 of Sturt Street, Ballarat
<b>Tenant:</b>	<b>POWERCOR AUSTRALIA LTD</b> ACN 064 651 109 of Level 8, 40 Market Street, Melbourne.
<b>Land:</b>	<b>300 Mair Street, Ballarat Central contained in Certificate of Title Volume 12064 Folio 573</b>
<b>Premises:</b>	that part of the Land adequate to house an electricity substation of a type determined by the Tenant to be located on the Land, such adequacy to be determined by the Tenant, in its sole discretion. The part of the Land that is to form the Premises is to be identified by the Landlord, but if the Landlord fails to identify an area within 20 days of the Tenant requiring the Landlord to do so in writing, the Premises shall be that part of the Land specified by the Tenant having regard to the reasonable requirements of the Landlord.
<b>Additional Rights:</b>	the right during the Term or any Further Term for the Tenant, its servants, its agents and contractors to enter and pass over: <ul style="list-style-type: none"><li>• certain land to be identified by the Tenant for the purposes of erecting, inspecting, repairing, maintaining, renewing, and removing such poles, cables, wires, pole stays, guy wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items;</li><li>• certain land to be identified by the Tenant for the purposes of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires, other apparatus, and appliances as may be required or desired by the Tenant for the distribution of electricity, or to remove any obstructions to the access of such items;</li><li>• certain land to be identified by the Tenant, with or without vehicles and equipment, at all times for all purposes of the Lease;</li><li>• certain land to be identified by the Tenant on foot for any of the purposes of the Lease, for the purpose of ingress to and egress from the Premises, and/or other identified areas, with or without any materials, as may be required or desired for the purposes of the Lease.</li></ul>
<b>Term of Lease:</b>	30 years
<b>Further Terms:</b>	One (1) further term of 20 years.

5.

**Annual Rent:** \$0.10c per annum payable on demand.

**Contribution to Outgoings by the Tenant:** Nil

**Commencement date of the Lease:** The date of handover of the substation from the Landlord to the Tenant or a date mutually agreed between the parties, whichever is the earlier.

**Other Terms and conditions:** The conditions set out above, and those described in the Lease (including the definitions set out in the Lease).

**EXECUTED as a DEED**

**Landlord.**

**Signed and delivered for and on behalf of  
Ballarat City Council (ABN 37 601 599 422) by;**

.....  
Chief Executive Officer

.....  
Witness Signature

.....  
Witness Name

6.

**Tenant.**

**EXECUTED by POWERCOR** )  
**AUSTRALIA LTD ACN 064 651 109** by )  
its duly appointed attorney )  
**STEVE MURRAY, Head of** )  
**Procurement** pursuant to Power of )  
Attorney dated **4 July 2017** )  
in the presence of: )

.....

.....  
Witness Sign

~~[INSERT NAME OF OTHER PARTY]~~

and

**POWERCOR AUSTRALIA LTD**

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**LEASE  
SUBSTATION (KIOSK TYPE)**

**LEASE NO. X~~[INSERT LEASE NUMBER]~~ PAL  
[~~"INSERT SUBSTATION NAME"~~]**

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**PROPERTY: ~~[INSERT ADDRESS OF PROPERTY]~~**

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**REFERENCE SCHEDULE**

- LANDLORD** ~~[INSERT NAME OF LANDLORD] ACN [Insert]~~  
of ~~[Insert Address of Landlord]~~.
- TENANT** **POWERCOR AUSTRALIA LTD** ACN 064 651 109  
of Level 8, 40 Market Street, Melbourne.
- LAND** The land described in Certificate of Title Volume ~~[insert]~~ Folio ~~[insert]~~.
- PREMISES** The premises located at ~~[insert address]~~, and marked L-1 on the plan attached to this Lease as Annexure "B".
- COMMENCEMENT DATE OF THIS LEASE** ~~[Insert] day of [Insert] [Insert]~~.
- RENT** \$0.10c per annum payable on demand.
- TERM** Thirty (30) years beginning on the Commencement Date.
- PERMITTED USE:** A site for an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity.
- FURTHER TERM** One (1) further term of Twenty (20) years.

**NOTICES**

The address for service of the Landlord is:

Attention: ~~[insert]~~  
Address: ~~[insert]~~  
Facsimile: ~~[insert]~~

The address for service of the Tenant is:

Attention: The Company Secretary  
Address: Level 8, 40 Market Street, Melbourne, Victoria 3000  
Facsimile: 03 9683 5390

2.

**ADDITIONAL RIGHTS**

During the term or any extension of it, the Tenant, its servants, agents and contractors may, at any time, enter and pass over:

1. All the land marked [Insert] on the plan in Annexure B, for the purpose of erecting, inspecting, repairing, maintaining, renewing, and removing such poles, cables, wires, pole stays, guy wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access to such items. Every electric cable or wire must be erected at least [Insert] metres above the surface of the land;
2. All the land marked [Insert] on the plan in Annexure B, for the purpose of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items. These appliances must be set 0.6 metres below the surface of the land;
3. All the land marked [Insert] on the plan in Annexure B, with or without vehicles and equipment, at all times and for all purposes of this Lease; and
4. All the land marked [Insert] on the plan in Annexure B, on foot, for any of the purposes of this Lease, for the purpose of ingress to and egress from the Premises and/or other Additional Rights areas, with or without any materials as may be required or desired for the purposes of the Lease.



LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ 20

**BETWEEN:**

- (1) The landlord named in the Reference Schedule (the "**Landlord**"); and
- (2) The tenant named in the Reference Schedule (the "**Tenant**").

**THE PARTIES AGREE:**

1. **INTERPRETATION**

1.1 **Definitions**

In this Lease, unless the context otherwise requires:

"**Additional Rights**" means the additional rights set out in the Reference Schedule.

"**Business Day**" means any day that is not a Saturday, Sunday or gazetted public holiday in the State of Victoria.

"**Land**" means the land described in the Reference Schedule and all other land which may be acquired and consolidated with such land.

"**Landlord**" where the context permits, includes the Landlord's successors in title, and the Landlord's agents, employees, contractors and invitees.

"**Premises**" means the premises described in the Reference Schedule and all improvements on them, excluding the Tenant's Property and the Substation Structure.

"**Rent**" means the annual rent described in the Reference Schedule.

"**Substation Structure**" means the structure constructed by the Tenant within which an electricity substation and electrical apparatus owned by the Tenant is located but does not include any improvements constructed by or on behalf of the Landlord.

"**Tenant**" where the context permits, includes the Tenant's permitted assignees, sub-lessees, agents, employees, licensees, contractors and invitees.

"**Tenant's Property**" means any fixtures, fittings, plant, machinery and equipment or electrical appliance or apparatus brought onto, erected or installed on the Premises by the Tenant (whether before or after the Commencement Date).

"**Term**" means the period of this Lease described in the Reference Schedule including any extension of it or any further period during which the Tenant has possession of the Premises.

1.2 **Reference Schedule, Headings and Interpretation**

In this Lease:

## 2.

- (a) terms defined in the Reference Schedule have the meaning there given, subject to clause 1.1;
- (b) headings do not affect interpretation; and
- (c) a reference to a person includes a corporation, partnership, joint venture, association, authority, trust, state, government or other body corporate, and vice versa.

**2. GRANT**

The Landlord leases the Premises together with the Additional Rights to the Tenant for the Term and at the Rent subject to the terms and conditions of this Lease. The parties acknowledge and agree that the Additional Rights are proprietary in nature and take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land.

**3. TENANT'S COVENANTS****3.1 Rent**

The Tenant must pay the Rent to the Landlord in the manner stated in the Reference Schedule.

**3.2 Permitted Use**

The Tenant may not use or allow the Premises to be used for any purpose other than the Permitted Use.

**3.3 Assignment and Subletting**

The Tenant may assign the Lease or sublet the Premises to another distribution company as defined in the *Electricity Industry Act 2000* (or any amendment or replacement legislation). Otherwise, the Tenant may not assign the Lease or sublet the Premises without the Landlord's consent, which consent may not be unreasonably withheld.

**3.4 Tenant's Repair Obligation**

The Tenant must:

- (a) keep any Tenant's Property and the Substation Structure in good repair and condition throughout the Term but the Tenant shall not be responsible for any structural repairs to the Premises;
- (b) within a reasonable time after the expiration or sooner determination of the Term, remove from the Premises the Substation Structure and the Tenant's Property (except that the Tenant may, in its absolute discretion, leave any underground electric cables, wires, or conduits in the Premises); and
- (c) use its reasonable endeavours to minimise any damage to the Premises caused by the removal under this clause of any Tenant's Property or the Substation Structure.

3.

**3.5 Tenant's Insurance Obligation**

The Tenant must maintain insurance in relation to public liability for an amount of not less than \$20 million, and the Tenant must allow the Landlord to inspect the Tenant's certificates of currency for that insurance no more than once annually upon reasonable request.

**4. LANDLORD'S COVENANTS****4.1 Quiet Enjoyment**

Subject to the Tenant punctually paying the Rent and otherwise complying with this Lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person claiming through or under the Landlord, except as provided for in this Lease.

**4.2 Landlord's Repair Obligation**

- (a) The Landlord must keep that part of the Land and the Premises surrounding the Substation Structure in good repair and condition throughout the Term, including by mowing any lawn surrounding the Substation Structure and undertaking such other maintenance and repair works to the Land and the Premises as are necessary, having regard to the Permitted Use of the Premises.
- (b) Except for in the circumstances described in clause 4.2(a), the Landlord may only enter the Premises:
  - (i) with the prior consent of the Tenant; and
  - (ii) subject to any conditions imposed by the Tenant, including without limitation, a condition that the Landlord must only enter the Premises while accompanied by a person nominated by the Tenant.
- (c) Other than as provided in clauses 4.2(a) and 4.2(b), the Landlord must not enter the Premises or the Substation Structure or Tenant's Property, in any circumstances.
- (d) The Landlord must carry out promptly all necessary maintenance and repairs that are its responsibility under this Lease.
- (e) If the Landlord does not carry out repairs or maintenance for which it is responsible under this Lease within a reasonable time (having regard to the circumstances) after being notified by the Tenant, the Tenant may arrange for such repair and maintenance to be undertaken itself, and recover the cost from the Landlord as a debt due and payable on demand.

**4.3 Rates and Taxes**

The Landlord must in respect of each year or part of a year of the Term pay all the rates, taxes, charges, assessments, duties, levies and fees of any public, municipal, government or statutory body, authority or department charged, imposed or assessed on or in respect of the Land and the Premises.

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## 4 .

**4.4 Additional Rights Areas Kept Free from Interference**

- (a) The Landlord must keep any Land over which the Tenant has Additional Rights free of anything which is or may be an obstruction or hindrance to, or interference with, the exercise of the Additional Rights by the Tenant.
- (b) For the avoidance of doubt, any activity that may hinder, restrict or limit the access of the Tenant to the Tenant's Property, or any other Tenant's property in the Additional Rights areas, will contravene clause 4.4(a) of this Lease.
- (c) Notwithstanding any other provision in this Lease, if the Landlord contravenes clause 4.4(a) of this Lease, the Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of the exercise by the Tenant of its right of access to the Tenant's Property or the exercise of its Additional Rights including without limitation, the removal of any obstacles or obstruction to the exercise of the Additional Rights, except to the extent that the Tenant does not use its reasonable endeavours to minimise damage to any property.

**4.5 Access to the Land**

- (a) The Landlord must provide the Tenant, its servants, agents and contractors with sufficient access to the Land to enable the Tenant to use the Premises for the Permitted Use and to exercise the Additional Rights.
- (b) If, and only if, the Tenant does not use its reasonable endeavours to minimise any damage to the Additional Rights areas, the Tenant shall be liable for any damage it may cause to the finished surfaces of any of the Additional Rights areas in the course of the Tenant accessing the Premises or the Additional Rights areas, whether with equipment, machinery or otherwise ("Damage"). The Tenant's liability under this clause 4.5(b) shall be limited to either:
  - (i) repairing any Damage; or
  - (ii) reimbursing the Landlord's reasonable costs incurred in repairing any Damage,at the election of the Tenant.
- (c) The Landlord must not make any alterations or additions to the Land that may in any way:
  - (i) affect the Tenant's ability to access the Premises or Additional Rights areas, or
  - (ii) increase the likelihood of any Damage as defined in clause 4.5 (b),without the Tenant's prior written consent which may not be unreasonably withheld.

## 5.

**4.6 Consent of Mortgagee or Caveator**

The Landlord must, prior to the Commencement Date, at the cost of the Landlord, procure the written consent of every mortgagee or caveator of the Land (if any) to:

- (a) the terms of; and
- (b) the entry into,

this Lease, by way of the execution of the consent contained in Annexure A.

**4.7 Release and Indemnity**

- (a) The Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and agents from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of any damage to property or any business caused or contributed to by electromagnetic interference or other emanations (including without limitation, noise emanations or vibrations) from the Tenant's Property or any other Tenant's property in the Additional Rights areas.
- (b) Subject to clause 4.7(c), the release and indemnity in clause 4.7(a) is absolute and applies despite any nuisance caused by the Tenant and any strict liability of the Tenant and, to the extent permitted by law, is intended to exclude and waive any statutory rights or remedies to which the Landlord may otherwise be entitled.
- (c) The Landlord's release and indemnity in clause 4.7(a) does not apply to the extent that any damage to property or any business is caused or contributed to by the negligence of the Tenant.

**4.8 Tenant Right to Caveat**

The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title for the Land noting the Tenant's interest under this Lease.

**5. ENVIRONMENTAL****5.1 Warranty**

The Landlord warrants that, to the best of its knowledge and belief, the Land and Premises do not, at the Commencement Date of this Lease, contain any contamination or pollution which would prevent its safe use and occupation by the Tenant for the Permitted Use.

**5.2 Landlord's Remediation Work**

The Landlord agrees that it must, at its own cost, promptly carry out any remediation or other works in relation to any contamination or pollution of the Land and Premises that:

- (a) may be required by law; or

6 .

- (b) is reasonably required by the Tenant having regard to clause 5.1 and the Permitted Use of the Premises ("**Remediation Works**").

Where this contamination or pollution has been caused or contributed to by the Tenant then the Tenant shall reimburse the Landlord for that portion of the Landlord's reasonable remediation costs which are attributable to the Tenant.

### 5.3 **Tenant's Remediation Work**

In the event that the Landlord fails to promptly comply with its obligations under clause 5.2 to carry out the Remediation Works, the Tenant may, at its sole discretion, elect to undertake the Remediation Works. If the Tenant carries out the Remediation Works, the Landlord must:

- (a) within 14 days of receipt of the Tenant's written demand, reimburse the Tenant on a full indemnity basis for any costs that the Tenant incurs in carrying out the Remediation Works, except to the extent that the contamination or pollution has been caused or contributed to by the Tenant; and
- (b) grant the Tenant access to the Land in order to enable the Tenant to carry out the Remediation Works.

### 5.4 **Indemnities**

In addition to any other indemnities contained in this Lease:

- (a) the Landlord indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of any breach of the warranty contained in clause 5.1, or any contamination or pollution of the Land or Premises, except to the extent that it is caused or contributed to by the negligence of the Tenant; and
- (b) the Tenant indemnifies, and agrees to keep indemnified, the Landlord from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of any contamination or pollution of the Premises by the Tenant, except to the extent it is caused or contributed to by the Landlord.

## 6. **FURTHER TERM**

### 6.1 **Request for Further Term**

If the Reference Schedule provides for a Further Term, unless the Tenant gives the Landlord either:

- (a) at least 1 month's written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term; or
- (b) written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 7,

## 7.

then the Landlord must grant, and the Tenant must accept, a Lease of the Premises for the Further Term.

**6.2 Terms of New Lease**

- (a) The new lease will be on the same terms and conditions as this Lease except that the Reference Schedule will be completed by insertion of the following details:
  - (i) the Commencement Date of the new lease will be the first day of the new term;
  - (ii) the Term of the new Lease will be as specified in the Reference Schedule; and
  - (iii) the number of Further Terms in the Reference Schedule available must be reduced by one, and if no Further Term is available, this clause 6 must be deleted.
- (b) the amount of insurance specified in clause 3.5 that the Tenant must maintain in relation to public liability shall be not less than \$30 million.

**7. HOLDING OVER**

If the Reference Schedule does not provide for a Further Term or the Tenant gives notice under clause 6.1(b), should the Tenant with the Landlord's consent expressed or implied continue to occupy the Premises beyond the end of the Term, the Tenant may do so:

- (a) under this Lease on and subject to the covenants, terms, conditions and agreements of this Lease; and
- (b) as a yearly tenant, at a yearly Rent payable on demand equal to the annual Rent payable under this Lease immediately prior to the expiration of the Term.

The yearly tenancy may be determined by either party giving to the other one year's written notice, which may be given at any time.

**8. NOTICES AND COUNTERPARTS**

- (a) A request, notice, consent, approval or other communication (each a "Notice") under this Lease must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (i) delivered to that person's address; or
  - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
  - (i) if delivered to a person's address, on the day of delivery if delivered before 4 pm on a Business Day, otherwise on the next Business Day; and

## 8.

- (ii) if sent by pre-paid mail posted in Australia, on the third Business Day after posting.
- (c) For the purposes of this clause, the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time give Notice to the other party to this Lease.
- (d) This Lease may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

9. **COSTS**

- (a) Each party must pay its own costs in relation to the negotiation, preparation, completion and execution of this Lease and any renewal of this Lease.
- (b) To the extent that there is any stamp duty payable on this Lease, the Landlord is responsible for the payment of such stamp duty.

10. **GST**

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) A recipient of a taxable supply made under this Lease must:
  - (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
  - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

11. **REDEVELOPMENT AND RELOCATION**11.1 **Relocation Notice**

If the Landlord wishes to relocate the Tenant's Property, or any Tenant's property in the Additional Rights areas, and the Substation Structure to another part of the Land, the Landlord may give the Tenant a written notice, specifying that in not less than 12 months, the Landlord wishes the Tenant to move the Tenant's Property or any Tenant's property in the Additional Rights area and Substation Structure to another part of the Land (**Relocation Notice**).



9.

**11.2 Actions After Relocation Notice**

- (a) If the Landlord gives the Tenant a Relocation Notice, the Landlord and the Tenant will enter into discussions in relation to the relocation of the Tenant's Property, or any Tenant's property in the Additional Rights areas, and the Substation Structure to another part of the Land.
- (b) Provided that:
  - (i) the location of the substitute premises and new additional rights areas are acceptable to the Tenant acting reasonably having regard to the proposed use of the substitute premises (in this respect the Landlord acknowledges that the Tenant, in considering the acceptability or otherwise of the substitute premises, may wish to install or erect a different type of substation or other equipment in the substitute premises than is installed or erected in the existing Premises. For the avoidance of doubt, it shall not be unreasonable for the Tenant to reject the substitute premises if the Tenant considers, in its absolute discretion, that the substitute premises or new additional rights areas are not suitable for the type of substation or other equipment that the Tenant wishes to install);
  - (ii) the Landlord has executed a lease for the substitute premises (the "Replacement Lease") which:
    - (A) is for a term equal to the full Term of this Lease (for the avoidance of doubt the term of the Replacement Lease shall not be reduced to take account of any part of the Term of this Lease that has elapsed as at the commencement date of the Replacement Lease);
    - (B) includes an option for a further term or further terms equal to the full Further Term or Further Terms (if any) of this Lease;
    - (C) commences on the date the Tenant delivers to the Landlord an executed surrender of this Lease; and
    - (D) is otherwise on either the same terms and conditions as this Lease or on the Tenant's standard substation lease terms and conditions at that time, at the election of the Tenant;
  - (iii) the Tenant has either decommissioned the existing substation or no longer requires access to the existing substation; and
  - (iv) the Landlord has prepared and provided to the Tenant a properly surveyed lease plan which reflects, to the satisfaction of the Tenant, the agreed location for the substitute premises and new additional rights areas,

the Tenant will deliver to the Landlord an executed surrender of the Lease.
- (c) The Landlord must make the substitute premises and new additional rights areas available to the Tenant in sufficient time, being no less than 12 months from the

date of the Relocation Notice, unless otherwise agreed, to allow the Tenant to complete the relocation of:

- (i) the Tenant's Property; and
- (ii) any Tenant's property in the Additional Rights areas,

to the substitute premises and the new additional rights areas and to erect or install any further Tenant's property the Tenant considers necessary or desirable into the new premises or new additional rights areas.

- (d) The Landlord must pay or reimburse to the Tenant all costs incurred by the Tenant in connection with the relocation of the Tenant's Property and any Tenant's property in the Additional Rights areas to the substitute premises and the new additional rights areas under this clause, including, without limitation, the following:
  - (i) the costs of removing, relocating and installing the Tenant's Property and any other Tenant's property in the Additional Rights areas;
  - (ii) the costs (if any) of all consultants engaged by the Tenant to determine the acceptability of the substitute premises and the new additional rights areas;
  - (iii) the legal costs in relation to the surrender of this Lease and the relocation to the substitute premises and any new additional rights areas;
  - (iv) the legal costs of negotiation, preparation, completion and execution of the lease for the substitute premises and new additional rights areas; and
  - (v) any stamp duty payable in connection with the surrender of this Lease or the Replacement Lease.

**EXECUTED** as a deed.

**Landlord.**

**EXECUTED** by [insert company name and ACN] in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Date

**Tenant.**

**EXECUTED** by **POWERCOR** )  
**AUSTRALIA LTD ACN 064 651 109** by )  
its duly appointed attorney **STEVE** )  
**MURRAY, Head of Procurement** )  
pursuant to Power of Attorney dated **4 July** )  
**2017** in the presence of: )

.....  
Witness Sign

.....

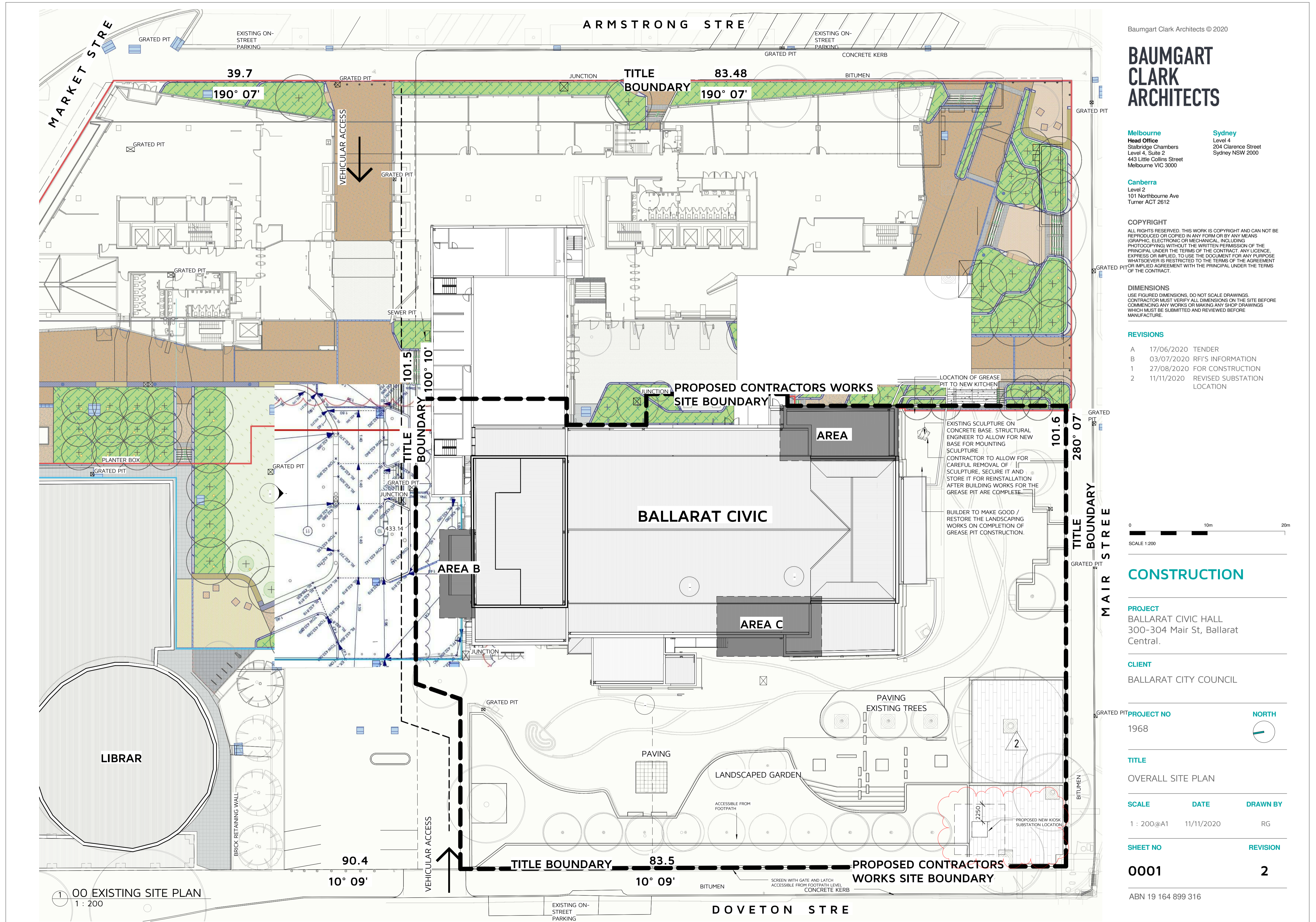


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**ANNEXURE B**  
**PLAN OF PREMISES**

kslse 01.12.09 (Council)





Baumgart Clark Architects © 2020

# BAUMGART CLARK ARCHITECTS

**Melbourne**  
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443 Little Collins Street  
Melbourne VIC 3000

**Sydney**  
Level 4  
204 Clarence Street  
Sydney NSW 2000

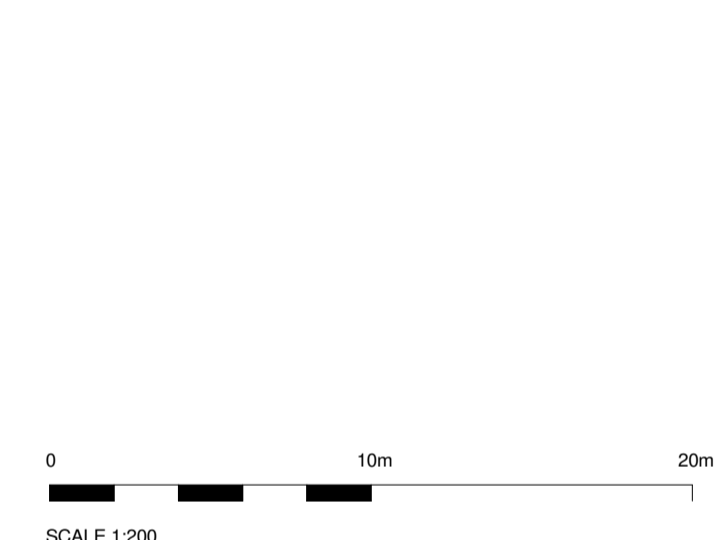
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Turner ACT 2612

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**DIMENSIONS**  
USE FIGURED DIMENSIONS. DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE SITE BEFORE COMMENCING ANY WORKS OR MAKING ANY SHOP DRAWINGS WHICH MUST BE SUBMITTED AND REVIEWED BEFORE MANUFACTURE.

### REVISIONS

- A 17/06/2020 TENDER
- B 03/07/2020 RFI'S INFORMATION
- 1 27/08/2020 FOR CONSTRUCTION
- 2 11/11/2020 REVISED SUBSTATION LOCATION



## CONSTRUCTION

**PROJECT**  
BALLARAT CIVIC HALL  
300-304 Mair St, Ballarat Central.

**CLIENT**  
BALLARAT CITY COUNCIL

**PROJECT NO**  
1968



**TITLE**  
OVERALL SITE PLAN

SCALE	DATE	DRAWN BY
1 : 200@A1	11/11/2020	RG

SHEET NO	REVISION
0001	2

ABN 19 164 899 316

1 00 EXISTING SITE PLAN  
1 : 200

## 8.2. LAND ACQUISITION – 55 RECREATION ROAD

**Division:** Infrastructure and Environment  
**Director:** Bridget Wetherall  
**Author/Position:** Racheal Barnett – Property Officer

### PURPOSE

1. Council to consider the proposal from The Friends of Canadian Corridor Incorporated (FoCC) to purchase Lot 1 on Title Plan 424853 known as 55 Recreation Road, Mount Clear for the purpose of creating access to a 410 metre remnant section of the Bunny Rail Trail.
2. Should Council determine that this land purchase has merit to further enhance the amenity of the Bunny Rail Trail, it will delegate to the Chief Executive Officer to further negotiate the terms and conditions of the sale transaction.

### BACKGROUND

3. Council has received a proposal from FoCC to initiate a process to where Council purchases the land from the Department of Treasury and Finance.
4. This land was previously held and managed by the Victorian School Building Authority.
5. The FoCC along with a number of other community support groups has committed to assisting Council in the maintenance of the area and facilitating ongoing working bees.
6. There are currently two short remnant sections of the old Bunny Railway open for walking and cycling use, this proposal will open up a third section. The possibility of securing a third section of the Bunny Rail Trail occurred last year when the land at 55 Recreation Road was listed for sale in the 2019 Government surplus assets sale. The possibility of creating a 410 metre long trail connection between Recreation Road and the Woowookarung Regional Park on the remnant rail embankment has been deemed by the group to play an important role in the future linkages and accessibility of the trail.
7. Utilisation of the old Bunny rail embankment to create an all-abilities trail northward from Recreation Road to the adjacent south west corner of the Woowookarung Regional Park was scoped out by FOCC during November 2019.
8. A working party of interested groups, formed in early December after confirmation of the withdrawal from sale by the Government, was hosted by FoCC on site at 55 Recreation Road Mt Clear.  
The informal working party consists of members from:
  - Friends of Canadian Corridor
  - Ballarat Mountain Bike Club
  - Ballarat Bushwalking and Outdoor Club
  - Mt Clear Scouts
  - Mt Clear College staff
  - Fed Uni Outdoor Dept
  - Field Naturalist Club of Ballarat
  - Birdlife Ballarat
  - Tracey Currie, adjacent east side property owner



The meeting purpose was to develop a trail proposal that would have broad community support and was practicable for the site.

## KEY MATTERS

9. A number of community groups lead by FoCC have made representation to Council seeking its consideration of the purchase of the surplus land which will help create a third connection to the Bunny Rail Trail.
10. Council has received an offer from the Department of Treasury and Finance to sell the property for the amount of \$45,000 GST Exclusive (*based on valuation returned from the Valuer General Victoria*) and costs associated with the transfer conditional upon the land only being used for community use.
11. This land purchase has not been budgeted in the current 2020/21 financial year. Should Council agree to further pursue this land purchase it would need to be included in the 2021/22 financial year budget.
12. Ongoing maintenance of the subject site will be captured within the recurrent budget of the parks & gardens department and this is expected to be minimal as the site will be maintained in partnership with the nominated community groups.
13. Any initiatives relating to the addition of infrastructure will need to be considered by Council on a case by case basis.

## OFFICER RECOMMENDATION

### 14. That Council:

- 14.1 **Resolves to pursue the land purchase of 55 Recreation Road, Mount Clear and delegates the Chief Executive Officer to complete negotiating of terms of sale and complete all contractual obligations of Council.**
- 14.2 **Notes this report but does not resolve to pursue the purchase of 55 Recreation Road, Mount Clear.**

## ATTACHMENTS

1. Governance Review [8.2.1 - 1 page]
2. FOCC Bunny Trail Proposal May 20 [8.2.2 - 22 pages]
3. Letter from FOCC to Ward Councillors [8.2.3 - 2 pages]
4. Title Statement Search Vol 02127 Fol 254 [8.2.4 - 1 page]
5. Plan Lot 1 T P 424853 [8.2.5 - 2 pages]

**ALIGNMENT WITH COUNCIL VISION, COUNCIL PLAN, STRATEGIES AND POLICIES**

1. In accordance with the Council plan the purchase of the land at 55 Recreation Road will meet the commitment to ongoing sustainability and community access.

**COMMUNITY IMPACT**

2. There has been strong representation to Council from the community to purchase the land which can be developed into a further trail to compliment the Bunny Rail Trail and provide all abilities access for this site.

**CLIMATE EMERGENCY AND ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS**

3. There are no climate emergency and environmental sustainability implications identified for the subject of this report

**ECONOMIC SUSTAINABILITY IMPLICATIONS**

4. There are no economic sustainability implications identified for the subject of this report.

**FINANCIAL IMPLICATIONS**

5. The Department of Treasury has obtained an independent valuation of the site which has been returned at \$45,000. This amount is not budgeted in the 2020/2021 budget so an allocation would need to be presented in the 2021/2022 budget.

**LEGAL AND RISK CONSIDERATIONS**

6. Council has followed the statutory process in accordance with legislation mitigating any legal risks.

**HUMAN RIGHTS CONSIDERATIONS**

7. It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**COMMUNITY CONSULTATION AND ENGAGEMENT**

8. A strong representation from a number of community group has formed the basis of the proposal and Council officers have met with representatives of these groups.

**CONFLICTS OF INTEREST THAT HAVE ARISEN IN PREPARATION OF THE REPORT**

9. No Council Officers who have provided advice in relation to this report have a conflict of interest regarding the matter.



# FoCC



Friends of Canadian Corridor Incorporated  
No: A0097535B ABN: 65 669 025 773

*"Think globally act locally" - M McLuhan.*

## **"Connecting the Bunny"** **The Bunny Trail access track proposal**

**A project prepared by the**

**Friends of Canadian Corridor Incorporated**

**May 20<sup>th</sup> 2020**

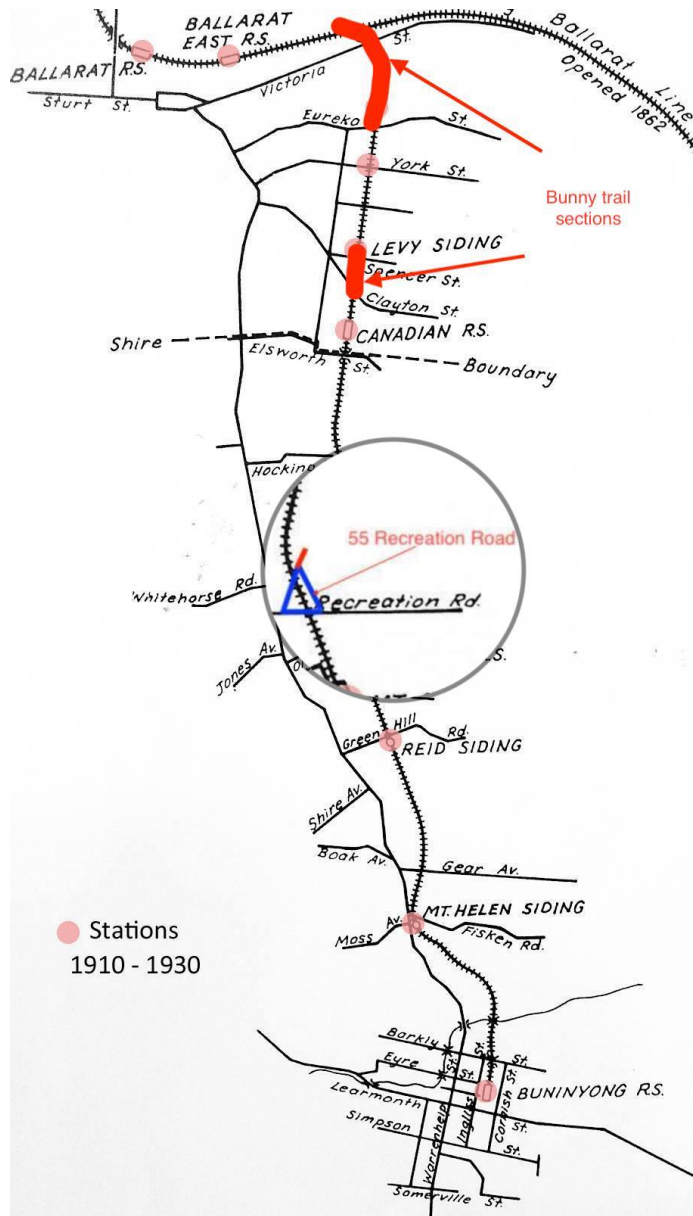
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**1. The Bunny Railway: A great Ballarat story.**

The Ballarat to Buninyong Railway was established in 1889 and ran from Ballarat East through Eureka, Canadian, Mt Clear, Mt Helen to its terminus at Buninyong. In its heyday it was known by locals as the “Bunny”

Today only two short remnant sections of the old Bunny Railway are open for walking or cycle trail use as shown in red sections below.

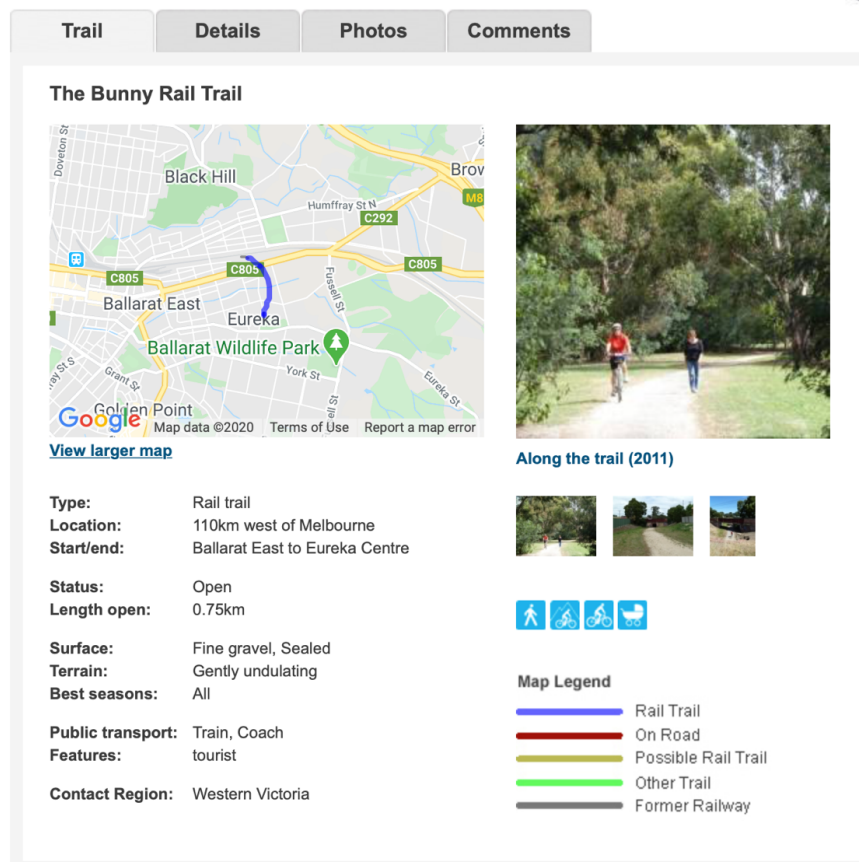


The amount of stations fluctuated from 6 in 1890 to 10 during 1910 to 1930 and 5 in 1947.

The location of the two open sections and 55 Recreation Road Mt Clear.

**Section 1** This section runs from Ballarat East to the Eureka Centre as shown in blue on the map below.

The Bunny Rail Trail - Trail Description



The screenshot shows the website interface for 'The Bunny Rail Trail'. It includes a map of the area from Ballarat East to Eureka Centre, with the trail highlighted in blue. The trail details are as follows:

- Type:** Rail trail
- Location:** 110km west of Melbourne
- Start/end:** Ballarat East to Eureka Centre
- Status:** Open
- Length open:** 0.75km
- Surface:** Fine gravel, Sealed
- Terrain:** Gently undulating
- Best seasons:** All
- Public transport:** Train, Coach
- Features:** tourist
- Contact Region:** Western Victoria

The page also features a photo of people on the trail, a 'Map Legend' identifying trail types (Rail Trail, On Road, Possible Rail Trail, Other Trail, Former Railway), and icons for accessibility (walking, wheelchair, bicycle, stroller).

Source: <https://www.railtrails.org.au/trail?view=trail&id=165>

**Section 2** This section runs between Wilson St and Levy station at Spencer St in Canadian for a distance of 300 meters. It contains a replacement bridge over remnants of the old wooden rail bridge on Grasstree Creek, and has a raised embankment alongside Pennyweight Gully and Levy Station at Spencer St.



Replacement Bridge at Grasstree Creek



Levy Station and Spencer St bridge abutment.

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## 2. 55 Recreation Road proposal overview

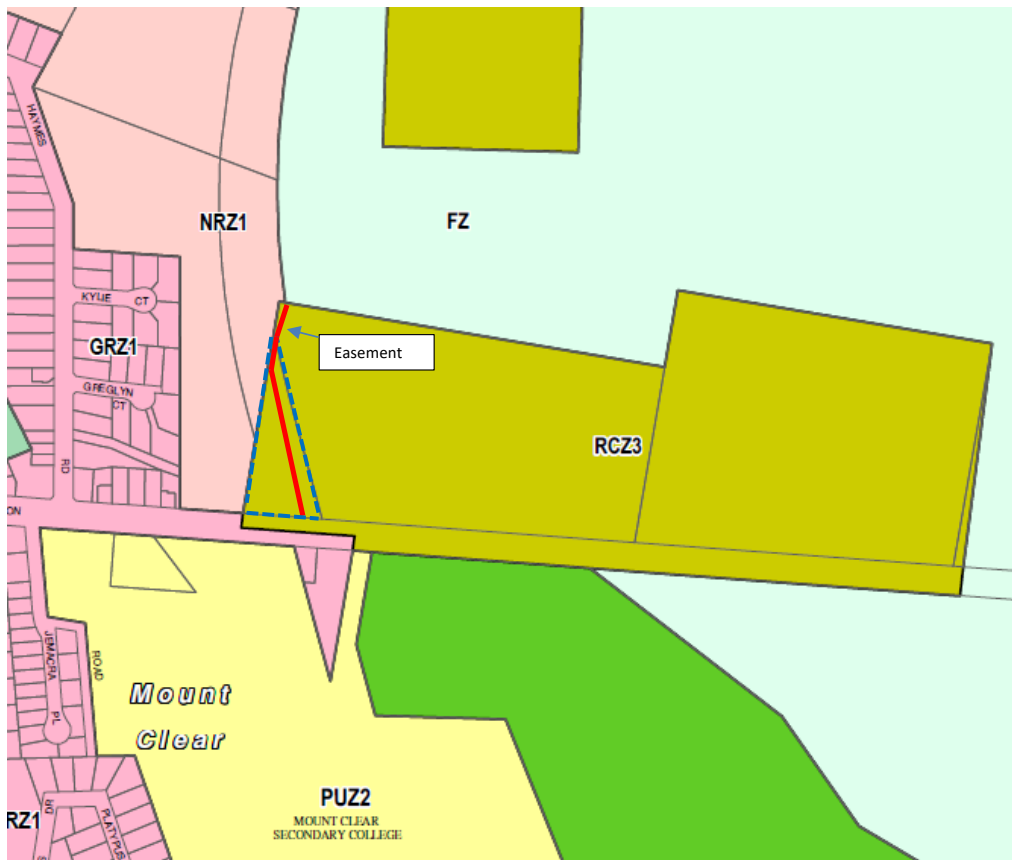
The possibility of a **third section** of the Bunny trail occurred last year when the land at 55 Recreation Rd was listed for sale in the 2019 Government surplus assets sale. The auction sale sign brought this unique piece of the land to the attention of local residents and the Friends of Canadian Corridor. The possibility of creating a 410 metre long trail connection between Recreation Rd and the Woookarung Regional Park on the remnant rail embankment was an opportunity not to be missed.

How the three trail sections may be connected for public use is shown on Attachment 4 “Catching the Bunny” which was created by the Friends of Canadian Corridor as a community recreation activity map and guide.

The Recreation Road land is triangular shape and includes the old Bunny Railway embankment, and an unnamed creek within its boundaries.

The land is zoned Rural Conservation Zone 3 (RCZ3) which means it cannot be subdivided. It has Bushfire Management Overlay and Environmental Significance 05 overlays. The land is covered with dry heathy forest with a smattering of remnant old pine trees, and many more recent pine saplings.

The land’s RCZ3 is indicated on the map below with the boundaries shown by the blue dotted line, and the proposed trail and possible easement, by the red line.



On November 11<sup>th</sup> 2019 the Friends of Canadian Corridor Incorporated made representation to Ms M Settle MP, Member for Buninyong seeking deferment of the auction sale so as to allow the community to develop alternative plans for the land. Several days prior to the designated auction date the auction was withdrawn.

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Auction sign November 11<sup>th</sup> 2019

### 3. The Opportunity

The utilising of the old bunny rail embankment to create an all abilities trail northwards from Recreation Rd to the adjacent south west corner of the Woookarung Regional Park was scoped out by the Friends during November 2019.

#### **Working party of interested groups formed**

In early December after confirmation of the withdrawal from sale by the Government, the FoCC hosted a working party meeting on site at 55 Recreation Road Mt Clear.

The informal working party consists of members from:

- **Friends of Canadian Corridor**
- **Ballarat Mountain Bike Club**
- **Ballarat Bushwalking and Outdoor Club**
- **Mt Clear Scouts**
- **Mt Clear College staff**
- **Fed Uni Outdoor Dept**
- **Field Naturalist Club of Ballarat**
- **Birdlife Ballarat**
- **Tracey Currie, adjacent east side property owner**

The meeting purpose was to develop a trail proposal that would have broad community support and was practicable for the site.

The consensus of the working party site inspection along the trail, and subsequent discussions, led to the identification of a preferred trail route, possible construction ideas and details, signage and amenities as follows.

- Utilisation of the existing bunny rail embankment for the trail.
- A new bridge or a diversion over/around the remnant rail bridge. Perhaps similar to City of Ballarat trail bridges and crossings

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- Fencing
  - Fencing of the trail within the private easement. Approximately 35 metres x 4 strand wire fence similar to that utilised by Parks Victoria at Sailors Gully.
  - Fencing the boundary between 55 Rec Rd and the adjacent property. Approximate length of 90 metres x 4 strand wire fence
  - Boundary fencing of 4 strand construction along Recreation Rd from the South West corner up to within 20 metres of the rail embankment to protect the Lomandra and Grasstrees. Approximate length of 40 metres x 4 wire fence.
  - Post and Rail fencing either side of the trail entrance approximately 20 metres x 2, total 40 metres.
- Governance: The land is currently owned by the Victorian School Building Authority (VSBA). Ideally FoCC would be happy for the land to stay in its current ownership and that a Committee of Management be appointed for the land perhaps in cooperation with the City of Ballarat.
- The provision of an easement across private land is required to connect the Bunny rail embankment to the Woovookarung Regional Park Trail Head.
- Vegetation management. The site contains a mixture of healthy native vegetation including significant Grass Trees and old remnant pines from the railway days. The recent sapling pines should be removed as soon as possible.
- The City of Ballarat Living Corridors study which is underway confirms the community connection inherent in the trail.

**4. The Gap (Easement)**

There is a gap of 35 meters between the northern end of the triangle land and the Woovookarung Regional Park. Access across this gap would be need to be resolved to allow a trail connection between Recreation Rd and the Park.

The owner of the east side adjacent block Ms Tracey Currie has offered to provide an easement to allow access on her land (blue line below) for trail connection purposes. See attachment 5 for original 1888 boundaries



	Boundary of Block
	Possible easement
	Railway embankment



The possible site of the easement on private land (Looking north).



The creek and the remnants of the old rail bridge looking east

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The old rail bridge over the creek. The plan is to place a modern bridge over the old works without damaging the heritage values and remnants of the old bridge. Looking north.



The possible location of a new walk/cycle bridge over the creek. Looking east

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An example of the bridge construction envisaged. The City of Ballarat “Bunny trail” bridge over Grasstree Creek between Wilson St and Spencer St Canadian.



The Bunny rail embankment joins the concrete trail on Recreation Road. Looking north

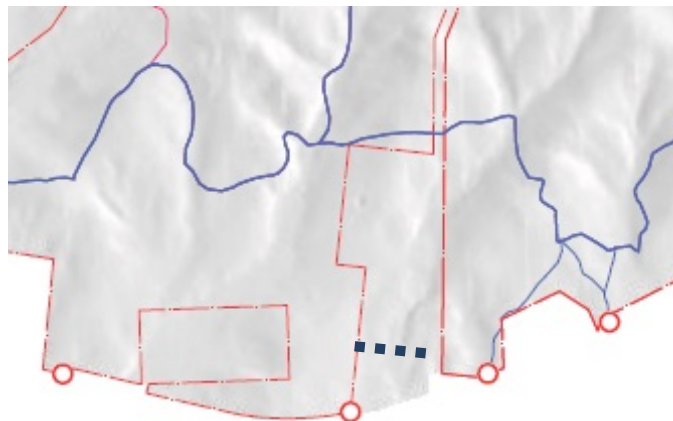


The Bunny rail line on the left and intersecting concrete path on Recreation Road. Looking east

### 5. Connections to Woowookarung Regional Park (WRP) and Mt Clear Schools

This trail opportunity meets the following strategic direction of the Woowookarung Regional Park Strategic Directions Plan (WRP SDP) Ref: [https://s3.ap-southeast-2.amazonaws.com/hdp.au.prod.app.vic-engage.files/7115/8086/7321/Woowookarung-RP-Strategic-Plan\\_web\\_version.pdf](https://s3.ap-southeast-2.amazonaws.com/hdp.au.prod.app.vic-engage.files/7115/8086/7321/Woowookarung-RP-Strategic-Plan_web_version.pdf)

- Page 17 and Page 64 Strategies, “Provide neighbourhood trail entrances along western interface.....”
- The proposal would be an addition to the trails proposed on page 79.
- And is in the spirit of “Working with neighbours” as per Page 85 strategies.



Red dots are WRP trail heads. Dotted line shows possible Bunny trail connection. Map Source: P64 WRP SDP

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**Canadian Valley Outline Development plan 2005 – City of Ballarat.**

The Bunny trail also meets the lack of connecting trail access identified in the City of Ballarat 2005 Canadian Valley Outline Development plan as:

**“Mt Clear - Key Issues and Opportunities**

- Paths providing connection from Mt Clear College and its open space on Recreation Road to the Canadian Creek trail and town centre are discontinuous, and often in poor condition, and should be improved” Ref: Page 13 Canadian Valley Outline Development Plan - June 2005

The Bunny trail proposal would remove one of the discontinuous sections identified above. The attached “Catching the Bunny” Trail guide shows how that may be achieved.

**“Catching the Bunny “Trail guide.**

The catching the Bunny Trail guide was developed and was planned to be launched at a community Bike Ride on Sunday April 5<sup>th</sup> 2020. Due to Corona Virus that launch has been postponed.

The 6-page trail guide tells the Bunny Trail story and provides a map and trackside notes to the historical features along the trail.

If 55 Recreation Road is constructed and open to general use, the FoCC intends to work with the City of Ballarat and the Tourist Council to appropriately sign post the trail. Ballarat East and the Canadian Corridor is rich in historical and heritage sites and there is a general paucity of information at present.

This trail is one small step towards much better access and signage to our fabulous history.

Attachment 4 of this report contains a draft version of the “Catching the Bunny” trail bifold guide

**The Golden City**

Ballarat is known as the Golden City. Its current form, layout and development as Victoria's most important inland city is the result of the goldrush and gold mining boom. Prior to the goldrush the land was the quiet home of the Wadawurrung people for many thousands of years. The gold rush began in 1851 and soon Ballarat's richest fields, the fabled Canadian Lead and the Jewellers Shop were found adjacent to the west side of the Woowookarung Regional Park. After the gold rush the Ballarat to Buninyong railway was built in 1880's to service the communities along the line.


	Outwards Passengers for year - 30th June		Outwards Goods Tonnage Year ended 30th June		
	1915	1930	1931	1915	1930
Eureka	1,837	1,188	289	1,966	3,342
York Street	2,381	934	258		
Levy	6,676	1,864	679		
Canadian	9,509	3,536	1,118	49	
Mount Clear	3,242	1,233	482		
Reid	2,342	2,053	681		
Mount Helen	1,080	874	218	2,749	1,376
Buninyong	62,096	39,059	12,278		
<b>TOTALS</b>	<b>89,503</b>	<b>50,731</b>	<b>16,003</b>	<b>4,764</b>	<b>4,718</b>

**The Friends of the Canadian Corridor Incorporated (FoCC)** formed in 2012 when the Canadian Forest blue gum plantations were removed and the land handed back to the Victorian Government to be sold off.

Local residents banded together to develop a multiuse Forest Park vision for the forest land. The Woowookarung Regional Park was established in 2016 as a result of that vision and the enormous effort by the FoCC members and the local community who convinced the Victorian Government of the merits of the Park


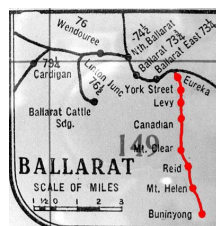
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**Friends of the Canadian Corridor**

**“Catching the Bunny”**

Cover and back pages of “Catching the Bunny” trail bi fold guide

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## 6. Trail Construction details

The request is to fund the trail construction of the proposal as detailed below.

Item	Details	Delivery	Source	Cost \$
<b>Step 1</b>				
Site clean up	Remove rubbish from site	Undertaken as a Clean Up Australia day activity March 1 <sup>st</sup> 2020 - <b>Completed</b>	FoCC	0
<b>Step 2</b>				
Legal works	Easement documents and legal.	Solicitor	FoCC	1000
Vegetation management	Removal of pine seedlings.	FoCC and associated groups	FoCC	0
Track topping	Clean-up of 410 metre trail and application of granite sand topping 40 cu meters at \$30 per cu metre. Machine hire at \$99 per hour x 16hrs. Clean-up of fence line prior to construction (2 hours)	Contractor installed (Creswick Earthworks)		2980
Bollards	Installation of 6 bollards at Recreation Road entrance	Contractor installed @\$77 per bollard (Creswick Earthworks)		\$462
<b>Step 3</b>				
Creek Works	Track diversion across/around heritage rail bridge 7m	Contractor installed (Lloyds)		21385
<b>Step 4</b>				
Fencing	35m Koala friendly Wire fencing along easement east side boundary.	Contractor installed		
	88m of Koala friendly wire fencing along west boundary	Contractor installed		
	40m of Koala friendly wire fencing along Recreation Road Frontage	Contractor installed		4920
	Post and Rail 40m adjacent to entry point	Contractor installed (Begonia Fencing)		3272
<b>Step 5</b>				
Amenities	Seating tops provided. Concrete x ½ cubic meter \$140 plus fittings \$60 Installation by students	FoCC and Mt Clear College	FoCC and Mt Clear College	200
Signs	4 information signs	FoCC	FoCC	1000
Trail Guide	Trail guide	FoCC	FoCC	200
Anti Fungal cleaning station	Cleaning station similar to the station installed at Mt Clear College MTB loop to combat Phytophthora fungus	Future Funding	FoCC	N/A
TOTAL				35419

Total external funding sought for Contractor works is \$33019

7. Plan of works



Attachments

1. Lloyds engineering
2. Begonia Fencing
3. Creswick Earth works
4. "Catching the Bunny" Trail Guide

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**8. Attachment 1.**

**LLOYDS METAL FABRICATION PTY LTD**

ABN 81 079 888 912

24 Grandlee Drive

Walsh Estate

Wendouree VIC 3355

81 079 888 912

Phone 035339 9561

Fax 035339 9565

**QUOTATION**

Date	Quote No
17/03/2020	3987

Friends of Canadian Corridor  
 Attn: Mr. Jeff Rootes  
 foccinfo@gmail.com

Purchase Order & 40% deposit on projects \$5000 & over is required before works can commence

Item	Description	Price	Total
Quote	Fabricate, galvanise & instal 7M walkway bridge on Buninyong Rail Trail as per email 15/03/20. Price to include: * Galvanised steel structure & handrails & kick rail. * Gratex (grey) 22mm mini mesh deck. * Excavation & concrete footings. * Installation  Please Note: No permits have been included Rock Clause applies.	21,385.00	21,385.00
GST is NOT included in the price.		<b>Total</b>	\$21,385.00

Please ensure you check all sizes and specifications before manufacture commences.  
 Quote is Valid for 30 days.

THANK YOU FOR THE OPPORTUNITY TO QUOTE

9. Attachment 2



19 Butt St  
Ballarat East VIC 3350  
P.O. Box 67R, Redan Vic. 3350

www.begoniafencing.com.au  
ABN 73 097 772 855

T: 03 5331 9441  
F: 03 5331 9442  
E: info@begoniafencing.com.au

**FENCING QUOTATION**

Name Jeff Rootes Date 25.3.20  
Address (Site) 55 rec rd Mt Cleur  
Email focinfo@gmail.com

ACCEPTANCE COPY White  
CUSTOMER COPY Yellow  
OFFICE COPY Green

13249

We have pleasure in submitting the following quotation to supply and erect:

202 metres of Fencing at 1200mm High

Please tick material  Colorbond™  Tubular  Timber / Farm fence 4x wire

Above height to include  150 x 25 Treated Pine Plinth

**FENCING**

Total price for material and erection of above fencing \_\_\_\_\_  
Colour Black + timber  
A \$ 4920-  
B \$ 3272-

**GATES**

Supply/fit 1 set Double Gates \_\_\_\_\_ High \_\_\_\_\_ Opening \_\_\_\_\_  
including 65mm x 65mm Gate Posts and all fittings. Material: \_\_\_\_\_ \$ \_\_\_\_\_

Supply/fit 1 Single Gate \_\_\_\_\_ High \_\_\_\_\_ Opening \_\_\_\_\_  
including 50mm x 50mm Gate Posts and all fittings. Material: \_\_\_\_\_ \$ \_\_\_\_\_

Signed: [Signature] TOTAL incl. GST \$ 8192-

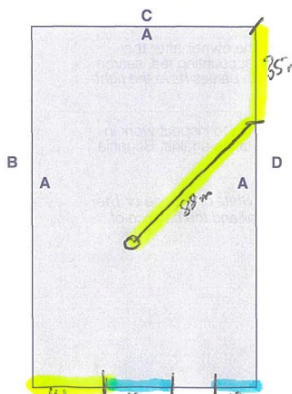
ON ACCEPTANCE OF QUOTE, PLEASE SIGN WHITE COPY AND RETURN TO THE ABOVE ADDRESS, WITH SELECTED COLOUR.  
ACCEPTANCE MUST INCLUDE POSTAL ADDRESS AND PHONE NO. OF LIABLE PARTIES FOR PAYING OF ACCOUNT

**50% DEPOSIT IS REQUIRED FROM ALL PARTIES**

BSB: 083 526 ACCOUNT: 533 551 438

By signing below you confirm you have read and accept our Conditions Date: \_\_\_/\_\_\_/\_\_\_  
\*(See Reverse for Conditions)

SIGNATURE	NAME (Please print)	MAILING ADDRESS	TEL NO.	PAYMENT/AMOUNT
_____	(A) <u>J. Rootes</u>	_____	_____	\$ <u>8192-</u>
_____	(B) _____	_____	_____	\$ _____
_____	(C) _____	_____	_____	\$ _____
_____	(D) _____	_____	_____	\$ _____
_____	(E) _____	_____	_____	\$ _____



**TERMS: PAYMENT OF BALANCE IN FULL ON COMPLETION OF JOB**

(NB: Any Jackhammering required will be charged at \$50 / hour only upon customer approval.)

- A. 4x turnbuckled wire fence with stay pockets. 1200H
- B. timber fence 2x rows of 200x50 T/P sleepers. 1200H

Digger Access  Dogs

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## 10. Attachment 3

### **Creswick Earthworks indicative costing**

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Response reference: 5.5 ton excavator hire Response ID: VPR226877  
Response via: Plant & Equipment - Hire

---

#### **creswick earth works 7635 764 7755**

93 clunes rd  
Creswick  
3363, Victoria, Australia

Price EXCLUDING Tax: Tax component: TOTAL PRICE:  
These prices are: Comments

\$ 90.00 AUD \$ 9.00 AUD \$ 99.00 AUD Estimated Not provided

#### **Invoicing Details**

*Contact Name: Position:  
Main Phone: Mobile Phone: Email:*

Rickie Mcnicol  
earthmoving  
0419521760  
None Provided creswickearthworks@live.com

owner operator excavator bobcat & 10 cubic meter tip truck inc compaction equipment pumps & laser levels concrete cutting with over 35 years experience

5.5 ton excavator hire \$99.00 per hour inc gst

#### **Supplier provided pricing**

If successful, the supplier will invoice with the following details Business Name: creswick earth works

Business Number: 7635 764 7755 (ABN)

### **Bollards**

#### **Suppliers response:**

round top bollards 200mm x 1.5m \$55.00 each installation \$22.00 each multiples of 25 or more plus \$55.00 travel \$77 each

#### **Supplier provided pricing**

Price EXCLUDING Tax: Tax component: TOTAL PRICE:  
These prices are: Comments

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\$ 70.00 AUD \$ 7.00 AUD \$ 77.00 AUD Estimated Not provided

### **Granite sand**

supply truck and trailer granite sand 20 cubic m \$600.00 per load or truck only 9 cubic m \$300.00 excavator or bobcat \$99.00 per hour vibrating compacting plate (wacker) \$55.00

### **Supplier provided pricing**

Price EXCLUDING Tax: Tax component: TOTAL PRICE:  
These prices are: Comments

\$ 600.00 AUD \$ 0.00 AUD  
\$ 600.00 AUD Estimated

11. Attachment 4. "Catching the Bunny" bifold Guide: Cover Pages 1 and 6.

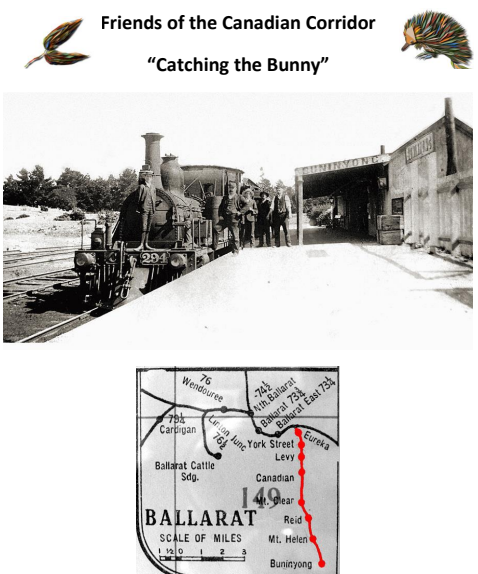
BUNINYONG LINE											
BALLARAT TO BUNINYONG.											
Down.	STATIONS	1	2	3	4	5	6	7	8	9	10
1411	MELBOURNE W.C.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1415	BALLARAT W.C.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Bullbrook Road T	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Buninyong Junction	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Donk Hilling	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Canadian Creek	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	BUNINYONG T	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.

BUNINYONG TO BALLARAT.											
Up.	STATIONS	1	2	3	4	5	6	7	8	9	10
1411	BUNINYONG T	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1415	BALLARAT W.C.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Bullbrook Road T	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Buninyong Junction	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Donk Hilling	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	Canadian Creek	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.
1417	BUNINYONG T	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.	arr.	dep.

	Outwards Passengers for year - 30th June			Outwards Goods Tonnage Year ended 30th June	
	1915	1930	1931	1915	1930
Eureka	1,837	1,188	289	1,966	3,342
York Street	2,391	934	258		
Levy	6,576	1,864	679		
Canadian	9,939	3,526	1,118	49	
Mount Clear	3,242	1,253	452		
Reid	2,342	2,053	661		
Mount Helen	1,090	874	218		
Buninyong	62,096	39,059	12,278	2,749	1,376
TOTALS	89,503	50,731	16,003	4,764	4,718



The Friends of the Canadian Corridor Incorporated (FoCC) formed in 2012 when the Canadian Forest blue gum plantations were removed and the land handed back to the Victorian Government to be sold off. Local residents banded together to develop a Multiuse Forest Park vision for the forest land. The Woowookarung Regional Park was established in 2016 as a result of that vision and the enormous effort by the FoCC members and the local community who convinced the Victorian Government of the merits of establishing the Park

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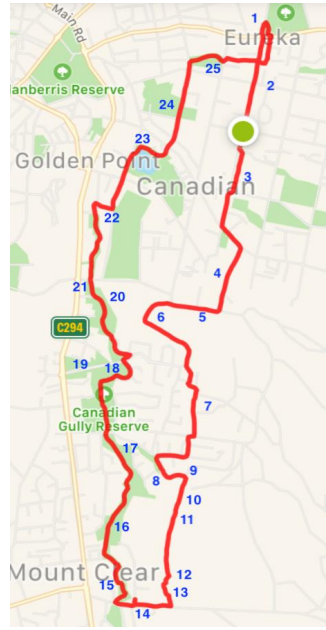
Email [focinfo@gmail.com](mailto:focinfo@gmail.com) Web [www.focc.asn.au](http://www.focc.asn.au)

Pages 2 and 5

**Catching the Bunny.** A 13km ride or walk following the Bunny railway from Eureka to Mt Clear and return via Canadian Creek highlighting remnants of the old railway and mining activities.

- Eureka Station and Atlantic fuel depot** Eureka station contained sidings to the Iron Works, Eureka Tiles and the Atlantic fuel depot (Image 3)
- York St Station** located on the corner of York and Rodier St. See image 5 for locality.
- Levy Station** located on the north side of Spencer and Rodier St
- Canadian Station and Fuel Depot** Contained a starch mill and was the terminus for troop trains bringing soldiers to the rifle range for training in the WW 1 and 2. An inland fuel depot for holding and mixing aviation fuel was established in WW2. A green fuel tank still exists near the old bridge in Elsworth St.
- Rail Bridges (Eureka, Spencer and Elsworth Streets)** (See image 4 for Eureka St Bridge. All were built to the same design and all have been removed and filled in.)
- Unnamed Creek (Soapy Creek)** This creek rises near Boundary Rd in Woowookarung Regional Park and follows Katy Ryans Rd and Elsworth St East to Soapy Dam before entering Canadian Creek south of the Elsworth St East bridge.
- Woowookarung Regional Park** The trail enters the western edge of Ballarat's best kept secret.
- Mt Clear Horse Puddler** is on Sailors Gully Creek near the end of Lavery Court. It is protected.
- Railway Embankment** A short section of the Bunny Railway is still observable
- Unnamed Creek (Sailors Gully Creek)** Runs from the Mt Clear Amphitheatre Lookout through Woowookarung Regional Park and private land. A rare stand of Yarra Gums are growing in the creek wet area.
- Woowookarung Regional Park** The trail enters ex plantation land now in various stages of regrowth and follows along a plantation road beside the Bunny rail line on private property.
- Unnamed Creek (Mr Toms Creek)** runs along Boak Rd before crossing Recreation Rd and private property before joining Canadian Creek.
- S5 Recreation Rd** triangle shaped allotment containing remnants of the Bunny train line embankment and a wooden railway bridge
- Recreation Road Mt Clear** Possibly named after the establishment of nearby sports ovals
- Canadian Creek Trail** was created by a partnership of local schools and community groups
- Honey Bee Tree Plantation** Four hectares of honey bee friendly native trees were planted in the 1970's to encourage bees.
- Harry Lavery Bushland Reserve** A small bushland reserve named after a long time resident and cared for by local residents
- Canadian Lakes** A development of the early 2000's with quite innovative lakes acting as water retention basins.
- Canadian Gully Reserve** Was created to cover a former mining residue site contaminated with arsenic.
- Cyanide Vat** Brick circular remains of a cyanide tank used for collecting gold by chemical means
- Bronze sign post** celebrating the location nearby of the Blacksmiths Gully Jewellers shop. 1853.
- Lal Lal drain** A short section of open creek in need of revegetation.
- Lake Esmond** Originally a quarry for the local Eureka Tile Works until 1982. Lake Esmond was replanted and revived as a lake and reserve.

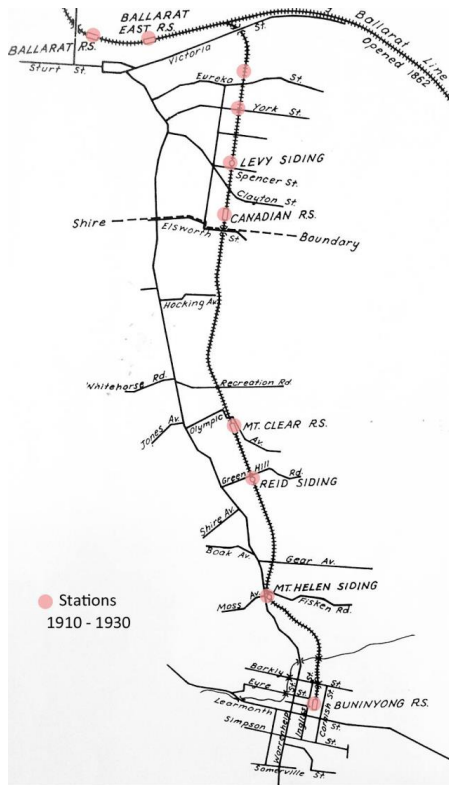
- The lake was named after early gold discoverer and Eureka Stockade leader, James Esmond.
- Pennyweight Park Sculptures** Were created in 2018 to express the native fauna of the area along the Pennyweight Gully Trail.
- Warrenheip Gully** Concrete lined creek.



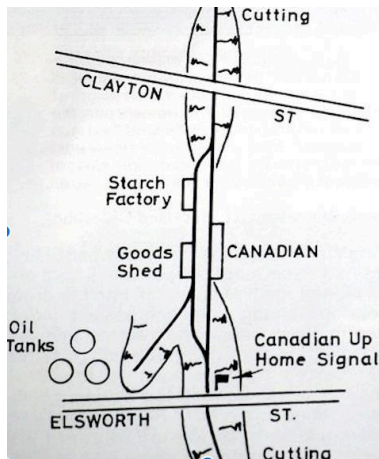
Email: [focinfo@gmail.com](mailto:focinfo@gmail.com) Web: - [www.focc.asn.au](http://www.focc.asn.au) Facebook: <https://www.facebook.com/friendsofcanadiancorridor/>

Pages 3 and 4

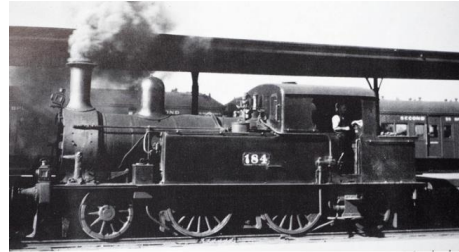
Catching the Bunny



The amount of stations fluctuated from 6 in 1890 to 10 during 1910 to 1930 and 5 in 1947.



Canadian Station 1947



Buninyong Line train waiting to depart from Ballarat Railway Station, North platform in the early 1920s

Image 1



The Buninyong junction just near the King St Footbridge, with Queen St in the distance. Have a look at the beautiful lights on the bridge

Image 2



The end of the line. In the right foreground is the original Buninyong line, in the background a steam engine shunts. Those huge tanks are Atlantic Oil Co. This photo was taken from the Eureka St road bridge looking North.

Image 3



The rail line in 1948 looking at the Eureka St Bridge from York St

Image 4



A Ballarat bound ex Buninyong goods in the vicinity of Mt Clear but also looks a bit like terrain between Spencer and Wilson Sts. This picture was taken on the 12th June 1940 by W.Jack.

Image 5



On the bank at Mt Helen, just leaving Buninyong on one of the steepest grades in the district, a 1 in 40. Taken during the War on 13th November 1940.

Image 6



Buninyong Railway Station in the distance, the road bridge and cutting in the foreground. This image taken by the intrepid photographer who climbed the signal tower to get this shot.

Image 7



Buninyong station

Image 8

The “Bunny” railway began at Ballarat West station, passed through Ballarat East and ran through a cutting under Victoria St, so large a culvert was placed over Specimen Vale Creek, using the material from the cutting to level the track.

From there, the track headed south through Eureka Siding/Station where another cutting was made under Eureka St and a road bridge built over this. The line then dropped down a steep grade towards York St where it crossed a level crossing and continued through a large wide cutting that ran parallel to where Rodier St now runs.

York St Station was opened around 1905 and intending passengers had to wave a red flag by day and there was a red light by night.

Once the track crossed Wilson St, it headed into open farmland and crossed the Pennyweight Gully Creek and just south of that was Levy Station, opened in 1904 and formerly named Spencers Crossing. The line continued on to Spencer St, where the line had to be built up for the crossing. At Clayton St, another cutting and road bridge and once through the cutting, Canadian Railway Station was just a short distance.

Canadian Station was opened on 12th September 1889.

This was a serious station, with a Station Master, a goods shed and passenger platform approx. 30 metres long. Canadian also had a loop siding to service industries in the area, including a sawmill and starch mill. During the second world war an inland Aviation Fuel depot was located on the west side of the station. After leaving Canadian, the line crossed Elsworth St East and one can imagine the beautiful country this line went through from then.

The next station, Mt Clear, was the longest distance between any station on this route, approx. 2 miles. Mt Clear also had a Station Master, platform about 30 metres long and a waiting shed.

Mt Clear Station located just South of Olympic Avenue. Next stop was Reid, or Reid’s Crossing, which was just off Greenhill Road and this opened in 1902 but was never manned, it did have a waiting shed with a name board.

Mount Helen Station was the next stop and situated near the intersection of Moss Avenue and Fiskens Road. There is a reference to Green Hill platform, which was a flag stop, between Mt Helen and Buninyong.

From this point, it was all downhill into Buninyong via the steep gradient that everyone is familiar with.

There were times when this line was flush with passengers and traffic and one account states:

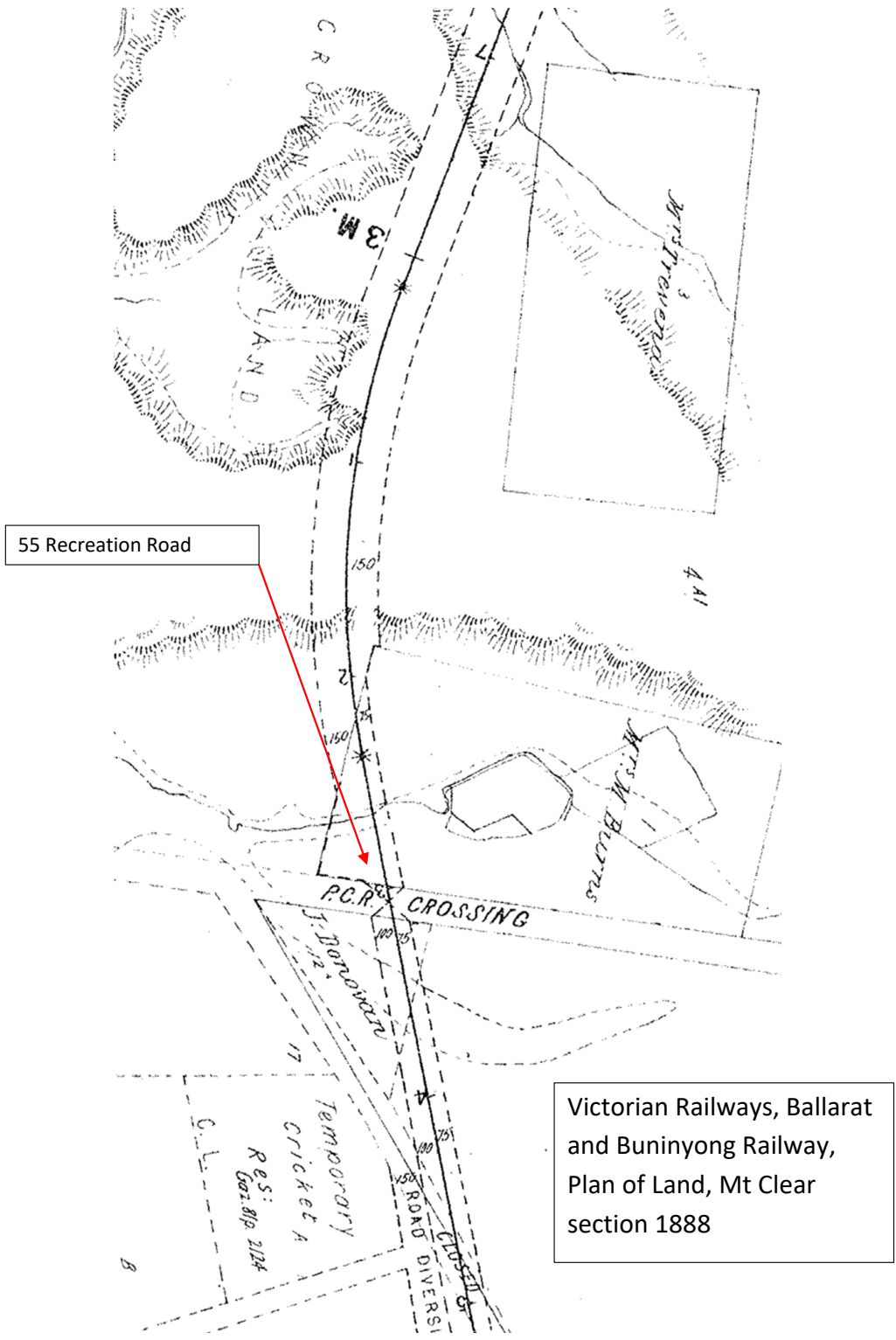
Around 3000 passengers travelled to Buninyong in a day for picnic and race day excursions. There were even trains waiting to cross each other at Canadian. Some of these trains also ran express to Wendouree Station which was just West of Forest St, Wendouree. These trains from Buninyong also were timetabled to meet with Melbourne bound trains at Ballarat Station.

In its heyday, the Buninyong line was a very busy thoroughfare.

The passenger statistics bear this out with 62,000 passengers in 1915 and one would imagine that there would have been a lot more in earlier days as numbers by then were already declining. Factors including the decline of gold mining and industry downturn, spelt the demise of the once flourishing passenger service.

The daily went from a steam train to a rail motor and on the 13th July 1931, the Buninyong to Ballarat passenger service ended Goods services also took a hit and were reduced to one train a fortnight or as required. Buninyong was used as an Army Stores depot during World War 2 and Canadian Station housed an inland Aviation Fuel Depot but once the war was over, that was the death knell for the line and it finally closed on 28th February 1947 except for the short section between Ballarat East and Eureka which remained open for the fuel depot until 1989.

**Attachment 5:** The triangle shape of the land was created by excising the land for the railway from the Mrs Burns rectangle block. The eastern boundary was kept close to the rail centreline and thus the northern end dog leg was created. Note the narrowness of private land excision compared to the railway width on Crown Land







# FoCC

Friends of Canadian Corridor Incorporated



Councillors Taylor, Rinaldi and Hudson  
City of Ballarat.  
August 12<sup>th</sup> 2020

Dear Councillors,

The Friends of Canadian Corridor Incorporated have developed a proposal for a “Bunny Trail” access track across the property at 55 Recreation Road Mt Clear. The track will enable a connection northward via Woookarung Regional Parks, local paths and streets to the existing Bunny Trail at Eureka.

The land is currently owned by the Victorian Schools Building Authority and is deemed surplus to their requirements. It is currently vested with the Department of Treasury and Finance. There is a stay on its sale pending community consultations about future possible uses for the land.

The Friends request the City of Ballarat to become the land manager and to initiate the process of transferring the land from the Victorian Schools Building Authority.

The Friends have undertaken a considerable number of discussions over the past months with Parks Victoria, the Department of Land, Water and Planning, City of Ballarat ward Councillors and staff, local schools and the community including walking, cycling, heritage and environmental groups in scoping out our “Bunny Trail” access track proposal. The proposal has been received warmly and whole heartedly by all involved.

On Friday August 7<sup>th</sup> we viewed the site and discussed our proposal positively with Council officers Daryl Wallis and Ken Cox.

We also have strong support from Ms Michaela Settle MP who has been involved in supporting this proposal from the start.

The Friends in the past month have applied to the local community bank for funding of the track construction in anticipation the land will be kept in the community’s hands with strong community support from local schools.

The Friends have been advised that the land may be purchased from the Authority for a “reduced community rate”.

The contact details for the relevant Victorian Schools Building Authority and Department of Treasury and Finance officers is below.

We are happy to provide further information and explanation as required.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Rootes', written over a light blue horizontal line.

Jeff Rootes

FoCC Secretary 0408509591

Cc Daryl Wallis

Email: [focinfo@gmail.com](mailto:focinfo@gmail.com) Web: - [www.focc.asn.au](http://www.focc.asn.au) Facebook: <https://www.facebook.com/friendsofcanadiancorridor/>

Contact Details:

**Stacey Taylor | Team Leader – Land Regeneration | Property Unit**

**Victorian School Building Authority**

**Department of Education and Training**

T: 03 7022 2654

E: [Taylor.Stacey.A@edumail.vic.gov.au](mailto:Taylor.Stacey.A@edumail.vic.gov.au)

A: Level 2, 33 St Andrews Place, East Melbourne VIC 3002

**Department of Treasury and Finance**

**Mark Lovell**

[mark.lovell@dtf.vic.gov.au](mailto:mark.lovell@dtf.vic.gov.au)



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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 02127 FOLIO 254

Security no : 124084884086S  
Produced 13/08/2020 10:45 AM

**LAND DESCRIPTION**

Lot 1 on Title Plan 424853R.  
PARENT TITLE Volume 00644 Folio 746  
Created by instrument 0245878 05/03/1889

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MINISTER ADMINISTERING THE EDUCATION AND TRAINING REFORM ACT 2006 (SCHOOLS)  
of LEVEL 2 2 TREASURY PLACE EAST MELBOURNE VIC 3002  
AQ502032D 30/11/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP424853R FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 55 RECREATION ROAD MOUNT CLEAR VIC 3350

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 00244T DEPARTMENT OF EDUCATION AND TRAINING  
Effective from 30/11/2017

DOCUMENT END



## Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP424853R</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>13/08/2020 10:50</b>

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 424853R</b>						
<b>Location of Land</b> Parish: BALLARAT Township: Section: 4A1 Crown Allotment: 1 (PT) Crown Portion:  Last Plan Reference: Derived From: VOL 2127 FOL 254 Depth Limitation: NIL		<b>Notations</b>  ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN						
<b>Description of Land / Easement Information</b>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 03/05/2000 VERIFIED: AA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="font-size: small;">PARCEL 1 = CA 1 (PT)</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CA 1 (PT)	
TABLE OF PARCEL IDENTIFIERS								
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962								
PARCEL 1 = CA 1 (PT)								
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

### 8.3. ROAD DEVIATION - BREWERY TAP ROAD, GONG GONG

**Division:** Infrastructure and Environment  
**Director:** Bridget Wetherall  
**Author/Position:** Linda Skewes - Property Officer

#### PURPOSE

1. This report is presented to Council to consider the road deviation for part Brewery Tap Road, Gong Gong and the land exchange between the City of Ballarat and Central Highlands Water Corporation (CHW). The land comprises of proposed Lot 1 (1,730 sqm) part roadway, Brewery Tap Road and proposed Lot 2 (1,456 sqm) part Lot 3 TP846561B at 225 Daylesford Road, Gong Gong (Plan of road exchange attached).
2. This road deviation and exchange is to correct the road boundaries to reflect the roadway constructed on site.
3. Following the road deviation, Council is to then exchange under Section 191 of the *Local Government Act 1989* at no consideration the land parcels. A valuation has been commissioned on both parcels of land with the returned value for proposed Lot 1 being \$3,500 (1730sqm) and proposed Lot 2 being \$3,000 (1436sqm).

#### BACKGROUND

4. Road exchange was initiated in 2016 by an application submitted by CHW to the Department of Environment, Land, Water and Planning (Letter and Survey Report attached).
5. The road deviation is to re-establish the cadastre property and road reserve boundaries to reflect what is on site.
6. The road has a status of government road, owned by the Crown, controlled and managed by Council and is included in the Council road register.
7. The City of Ballarat proposes to deviate and exchange the government road shown cross-hatched on the plan (Old Road) to the land shown hatched on the plan (New Road), the hatched land being part of the land contained in Certificate of Title Volume 12183 Folio 606 (being part of the land formerly contained in Certificate of Title Volume 11625 Folio 021) (Plan attached).
8. Under Clause 2(2) of Schedule 10 of the *Local Government Act 1989*, consent was obtained in 2018 from the Minister of Energy, Environment and Climate Change, to the exchange of the road (Attached).
9. On the 12 November 2020 a public notice for the road deviation was published. No submissions were received (Attached).
10. Land is to be exchanged under Section 191 of the *Local Government Act 1989* for no consideration.
11. A valuation dated 20 December 2020 has been commissioned on both parcels of land with the returned value for proposed Lot 1 being \$3,500 (1730sqm) and proposed Lot 2 being \$3,000 (1436sqm) (Attached).

## KEY MATTERS

12. The current cadastre property and road reserve boundaries do not reflect the actual constructed road location on site.
13. The exchange of the parcels will be undertaken with no consideration in accordance with Section 191 of the *Local Government Act 1989*.

## OFFICER RECOMMENDATION

- 14 That Council:**
  - 14.1 Undertake the formal Gazettal process in respect to the road deviation of this portion of Brewery Tap Road, Gong Gong.**
  - 14.2 Satisfy the statutory processes in relation to the road exchange.**
  - 14.3 Authorise the exchange of land to be administered under Section 191 of the Local Government Act 1989 for no consideration.**
  - 14.4 Authorise the Chief Executive Officer under delegated authority to execute such documents as are necessary to give effect to this resolution and complete the exchange of land to Central Highlands Water Corporation.**

## ATTACHMENTS

1. Governance Review [8.3.1 - 2 pages]
2. Road Deviation/Exchange Plan [8.3.2 - 1 page]
3. DELWP Letter to CHW and Survey Report [8.3.3 - 10 pages]
4. Minister Approval for road exchange [8.3.4 - 3 pages]
5. Ballarat Times Public Notice Road Deviation Brewery Tap Road 12 Nov 2020 [8.3.5 - 1 page]
6. Valuation - Land Exchange - Brewery Tap Road Gong Gong - Final Report 14-1-21 [8.3.6 - 23 pages]
7. Map Brewery Tap Road [8.3.7 - 3 pages]

**ALIGNMENT WITH COUNCIL VISION, COUNCIL PLAN, STRATEGIES AND POLICIES**

1. The re-alignment of part Brewery Tap Road, Gong Gong is in accordance with an agreement between the Department of Environment, Land, Water and Planning, Central Highlands Water Corporation and the City of Ballarat.

**COMMUNITY IMPACT**

2. There are no community impacts identified for the subject of this report.

**CLIMATE EMERGENCY AND ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS**

3. There are no climate emergency and environmental sustainability implications identified for the subject of this report.

**ECONOMIC SUSTAINABILITY IMPLICATIONS**

4. There are no economic sustainability implications identified for the subject of this report.

**FINANCIAL IMPLICATIONS**

5. Council obtained an independent market valuation on both parcels of land with the returned value for proposed Lot 1 being \$3,500 (1730sqm) and proposed Lot 2 being \$3,000 (1436sqm) which is attached.

**LEGAL AND RISK CONSIDERATIONS**

6. Council has followed the statutory process in accordance with legislation mitigating any legal risks.

**HUMAN RIGHTS CONSIDERATIONS**

7. It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**COMMUNITY CONSULTATION AND ENGAGEMENT**

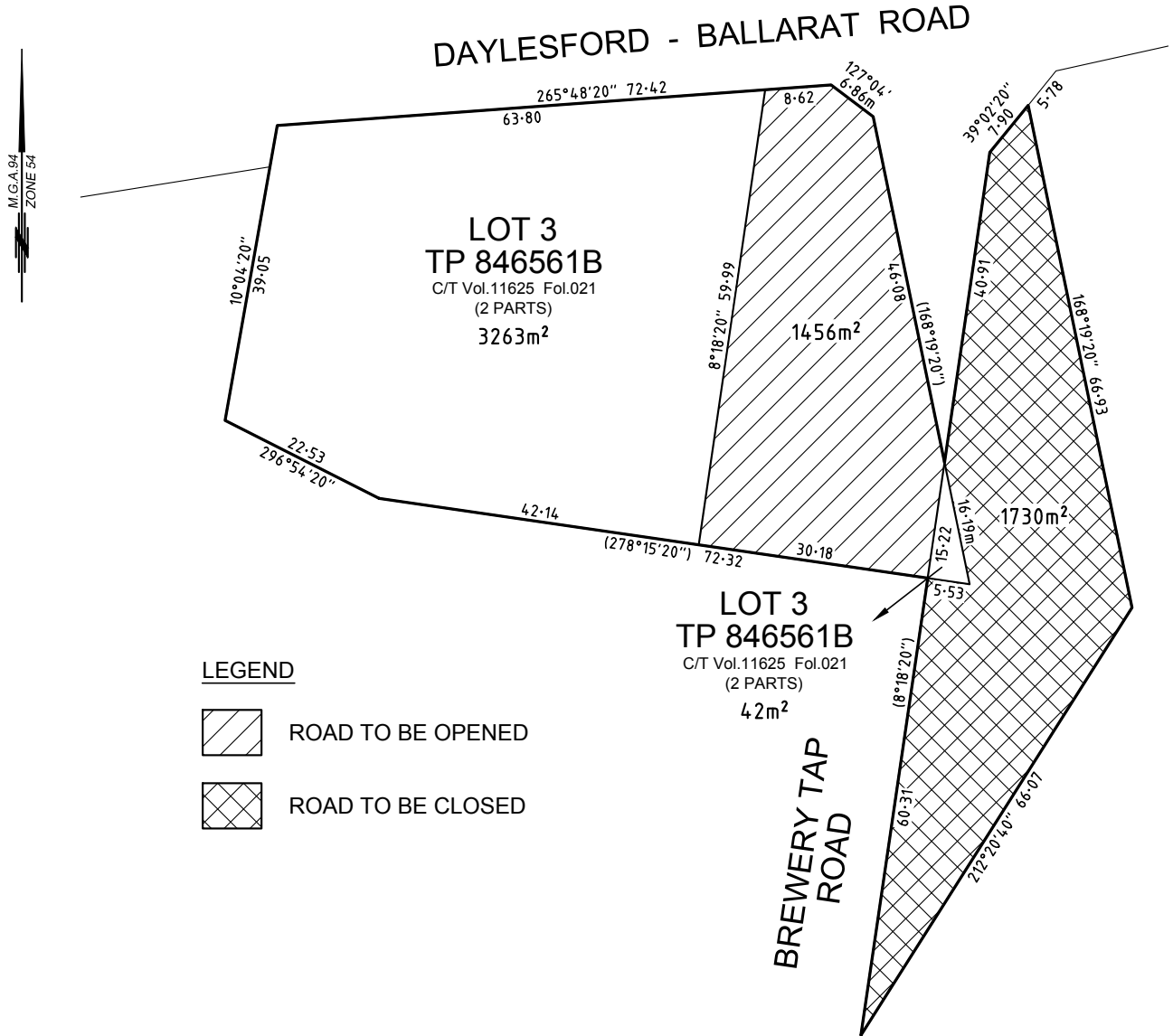
8. A public consultation process was conducted from 12 November 2020 to 10 December 2020. No submissions were received.

**CONFLICTS OF INTEREST THAT HAVE ARISEN IN PREPARATION OF THE REPORT**

9. No Council Officers who have provided advice in relation to this report have a conflict of interest regarding the matter.







m21835



Department of Environment,  
Land, Water & Planning

Our Ref: 0500034  
12 August 2016

402 406 Mair Street  
Ballarat VIC 3350  
Telephone: (03) 5336 6812  
Facsimile: (03) 5336 6885  
www.delwp.vic.gov.au

Simon Cornwell  
Manager Commercial & Business Development  
Central Highlands Water  
PO Box 152  
BALLARAT 3353

CENTRAL HIGHLANDS WATER  
RECEIVED  
18 AUG 2016  
FOR .....  
COPY .....

Dear Simon

**APPLICATION TO PURCHASE UNUSED ROAD OFF BREWERY TAP ROAD BROWN HILL AND ROAD EXCHANGE**

I refer to Central Highlands Water Corporation (CHW) application to purchase the above area of government road outlined red on Plan B/03.06.16 and wish to advise that the Department is prepared to proceed with dealings toward sale of the area to your authority under Section 209 of the Land Act 1958 subject to Road Closure under *Section 349 of the Land Act 1958* and Final Ministerial Approval.

Survey report of the area is now complete and I have attached a copy of the report for your information and necessary action. The report outline the process for purchase of the road outlined red and the process for road exchange for areas outlined yellow, green and blue.

Present indications are that the total value of the land (area outlined red) inclusive of all departmental costs is in the vicinity of \$25000. Other costs required to be paid to obtain Title is preparation of Survey Plan (see below\*).

The above figures are to give you an indication of the likely amount required to obtain title to the land and this letter is an intimation that the Department is prepared to undertake the necessary dealings required to seek the Minister for Finance's approval to the land being sold to your authority. The Department reserves the right to review its decision at any time before delivery of the Crown Grant. This offer of sale is subject to the adjoining freehold land remaining in CHW ownership until the issue of a Crown Grant over the area applied for.

\*Please note that survey is required for road closure/road exchange and it will be necessary for you to arrange for survey of the subject area by a licensed surveyor. The surveyor you engage will need to contact Ms Ang Dimas on 86362550 prior to commencement of survey to receive instructions and to ascertain any additional requirements. Please refer to all items of the Survey Report for information and necessary course of action.

Upon receipt of Survey Plan for area outlined red, the Department will proceed to seek approval of the Minister for Finance to sale of the area to your authority. Once the necessary approvals have been obtained the amount required to obtain a Crown Grant will be requested.

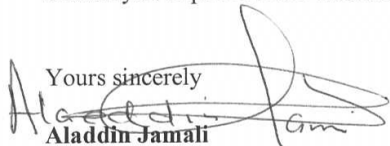
Please also arrange to complete and return the attached "Consent to Closing of Road" form to this office as well.

**Privacy Statement**

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2000. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002



Should you require further information or clarification please contact Aladdin Jamali on 53366747

Yours sincerely  


**Aladdin Jamali**  
**Property Officer**  
**Public Land Administration-Grampians**



Department of Environment, Land,  
Water and Planning

CENTRAL HIGHLANDS WATER  
RECEIVED

18 AUG 2016

FOR .....  
COPY .....

**SURVEY REPORT**  
**Proposed closure of unmade and unused  
Government road south of lot 3 TP846561B  
& proposed road exchange of  
part of lot 3 TP846561B and Brewery Tap Road**  
**Brewery Tap Road, Ballarat**

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**File:** 0500034  
**Job No.** MEL-68029

**Date:** 14 July 2016

**TO:** Aladdin Jamali  
Property Officer  
Public Land Administration - Grampians  
Department of Environment, Land, Water and Planning

**FROM:** Ang Dimas  
Licensed Surveyor  
Office of Surveyor-General Victoria

1. **Purpose**  
Closure of unmade and unused Government road and sale to adjoining owner.  
Road exchange with same adjoining owner.
2. **Attachments**  
Plan B/03.06.16  
Survey requirements for contract surveyor.
3. **Subject Land**  
A site inspection was completed on 26 February 2016. See photos below.

The unmade and unused Government road is shown outlined red on Plan B/03.06.16, and covers an area of approximately 1.040 ha. The land is vacant and entirely fenced. Two gates, one on Brewery Tap Road and another on Daylesford Road provide access. Part of the land is held by Central Highlands Water (the Applicant) under Miscellaneous General Licence no. 0500034.

The bitumen formation of Brewery Tap Road cuts through lot 3 TP846561B, and is fenced along the eastern and western sides.



**Department of Environment, Land,  
Water and Planning**



Photo 1: Looking south at the intersection of Brewery Tap Road and Daylesford Road



Photo 2: Looking north-west at the land shown red on Plan B/03.06.16 from Brewery Tap Road



Photo 3: Looking south-east at the land shown red on Plan B/03.06.16 from the service road along Daylesford Road

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## Department of Environment, Land, Water and Planning

### 4. Abuttals

Refer to Plan B/03.06.16.

### 5. Services/Easements

A Dial Before You Dig enquiry was lodged on 6 April 2016 and responses/plans have been received from:

- AusNet Gas Services Pty Ltd
- AusNet Transmission Group Pty Ltd
- Ballarat City Council
- Central Highlands Water
- Powercor - Ballarat

Only Central Highlands Water assets are located within the subject land and as such, no easements are required.

### 6. Planning

The subject land is within a Public Use Zone – Service and Utility (PUZ1) of the Ballarat Planning Scheme and is affected by a Bushfire Management Overlay (BMO or WMO). The land is also within an Aboriginal Cultural Heritage Sensitivity area and Bushfire Prone Area.

Sale of the land outlined red on Plan B/03.06.16 and the road exchange with Central Highland Water will not require a change in zoning. Future re-zoning may be required if the land is sold by the Applicant.

### 7. Recommendations

#### Road Closure (land outlined red)

7.1 Subject to the necessary approvals and consents there is no survey objection to the road closure pursuant to section 349, *Land Act 1958*, and subsequent sale to the adjoining owner pursuant to section 209(2), *Land Act 1958*.

7.2 Miscellaneous General Licence no. 0500034 will need to be cancelled prior to sale.

#### Road Exchange (land outlined yellow, green and blue)

7.3 Consultation with Council (City of Ballarat) is required to establish their willingness to facilitate a road exchange under Clause 2, Schedule 10, *Local Government Act 1989*.

7.4 A road exchange Gazettal Plan is required, showing the land to be exchanged.

7.5 A section 35 Plan of Subdivision is required to define the land to be excised from lot 3, TP846561B and set aside as road, and define the road to be discontinued and exchanged. The new road is to be described as 'R1' vesting in Council, and will be compulsorily acquired.

7.6 Consent must be sought from the Governor in Council for the closure of the Government road, shown outlined blue.

7.7 Transfer of land shown green and blue (lot 2 on the section 35, Plan of Subdivision) from Council to Central Highlands Water.

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**Department of Environment, Land,  
Water and Planning**

**8. Survey and Plan Requirements**

A full cadastral survey is required for the road closure and road exchange. Survey instructions are attached to this report.

It is highly recommended *TGM Group* (5202-4600) be engaged to undertake the survey of the site. They have recently done survey work in the area and are an approved OSGV contract firm.

The Applicant must meet all survey and documentation costs.

Road closure

- 8.1 The Licensed Surveyor must prepare a Plan of Crown Allotment, Abstract of Field Records and Licensed Surveyor's Report. The surveyor is to liaise with OSGV regarding the allocation of OP and Crown allotment numbers.
- 8.2 A Gazettal Plan will not be required with the Plan of Crown Allotment used to define the road closure and support the Order in Council and Government Gazette notice.
- 8.3 A Title Plan (TP) for Crown Grant is necessary and will be prepared by OSGV. A plan fee of \$542.41 (including GST) applies, and is payable by the Applicant.

Road Exchange

8.4 The road exchange is a matter between the Applicant and Council.

8.5 The Licensed Surveyor must prepare:

- section 35, Plan of Subdivision showing:
  - ROAD (R-1) vesting in Council (land shown yellow)
  - Lot 1 (land shown hatched yellow)
  - Lot 2 (land shown green and blue)
- Gazettal Plan (GP) showing the land to be exchanged (eg: land outlined yellow shown hatched, land outlined green and blue, shown cross-hatched).

A single Abstract of Field Records and Licensed Surveyor's Report (registered as an OP) can be prepared covering the survey of the road closure and the section 35 subdivision for the road exchange.

**Ang Dimas**  
**Licensed Surveyor**  
**Office of Surveyor-General Victoria**

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## Department of Environment, Land, Water and Planning

### Survey Instructions:

#### Road Exchange

- Survey of the land shown outlined yellow, yellow hatched, green and blue on Plan B/03.06.13.

- The survey must:

- Fix the eastern and western alignments of Brewery Tap Road.

The western boundary of the land outlined yellow on Plan B/03.06.16 (being the new ROAD (R-1)) is to be a projection of the western alignment of Brewery Tap Road, north of Gracefield Road, and intersected with the southern alignment of Daylesford Road.

The eastern boundary of the land outlined blue and green on Plan B/03.06.16 (being the new Lot 2), is to be a projection of the eastern alignment of Brewery Tap Road, as accepted in PS724705X. The splay corner (lot 1 on TP603102T) is to be extended to intersect the projected eastern alignment of Brewery Tap Road.

- Connect to PS724705X and any other surveys as necessary.
- There is a requirement to mark the land pursuant to regulation 9, *Surveying (Cadastral Surveys) Regulations 2015*.
- Connection to MGA94 bearing datum is required.
- A section 35 Plan of Subdivision and Licensed Surveyor's Report are required.
- The section 35 Plan of Subdivision will be by compulsory acquisition. Ballarat City Council will be the applicant for the PS.  
The plan will show:
  - ROAD (R-1) vesting in Council (land shown yellow)
  - Lot 1 (land shown hatched yellow)
  - Lot 2 (land shown green and blue)
- An Abstract of Field Records is not required, providing the abstract for the OP (road closure above) shows the survey work for the overall area. The road exchange Licensed Surveyor's report can simply refer to the OP abstract.
- A Gazettal Plan (GP) showing the land to be exchanged, being ROAD (R-1) and Lot 2 on section 35 Plan of Subdivision, will also be required.

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## Department of Environment, Land, Water and Planning

### Survey Instructions:

#### Road closure

- Survey of the land shown outlined red on Plan B/03.06.16.
- The survey must:
  - Fix the southern alignment of Daylesford Road, between Elm Street and Brewery Tap Road.
  - Connect to PS321867R, PS724705X, PS545432E and any other surveys as necessary, and fix the north-east corner of Elm Street.
  - Intersect the production of the northern boundary of lot 12, TP868441N and the production of the north-western boundary of lot 7, TP888441N to fix a new bend in the alignment of Daylesford Road.
- There is a requirement to mark the parcel pursuant to regulation 9, *Surveying (Cadastral Surveys) Regulations 2015*.
- Connection to MGA94 bearing datum is required.
- A Plan of Crown Allotment (OP), Abstract of Field Records and Licensed Surveyor's Report are required.
- The Abstract of Field Records can show the survey for the overall area (including the road closure and road exchange).
- Please send draft versions of the above documentation to Ang Dimas at [Evangelia.Dimas@delwp.vic.gov.au](mailto:Evangelia.Dimas@delwp.vic.gov.au), and OP and Crown allotment numbers will then be allocated.
- A Title plan (TP) will be prepared by Crown Survey Approval (CSA). A plan fee of \$542.41 will apply.

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PLAN B/03.06.16



Disclaimer: This map is a proposal generated from Victorian Government data. The traditional use of satellite imagery for the State of Victoria does not guarantee the accuracy of any data or its use. It is intended for general information purposes only and should not be used for any other purpose. The Victorian Government is not responsible for any loss or damage arising from the use of this map. All persons accessing the information should make appropriate inquiries to assist the content of the data.

Crown Land Manager A3 Landscape

(c) The State of Victoria Department of Environment, Land, Water & Planning 2016

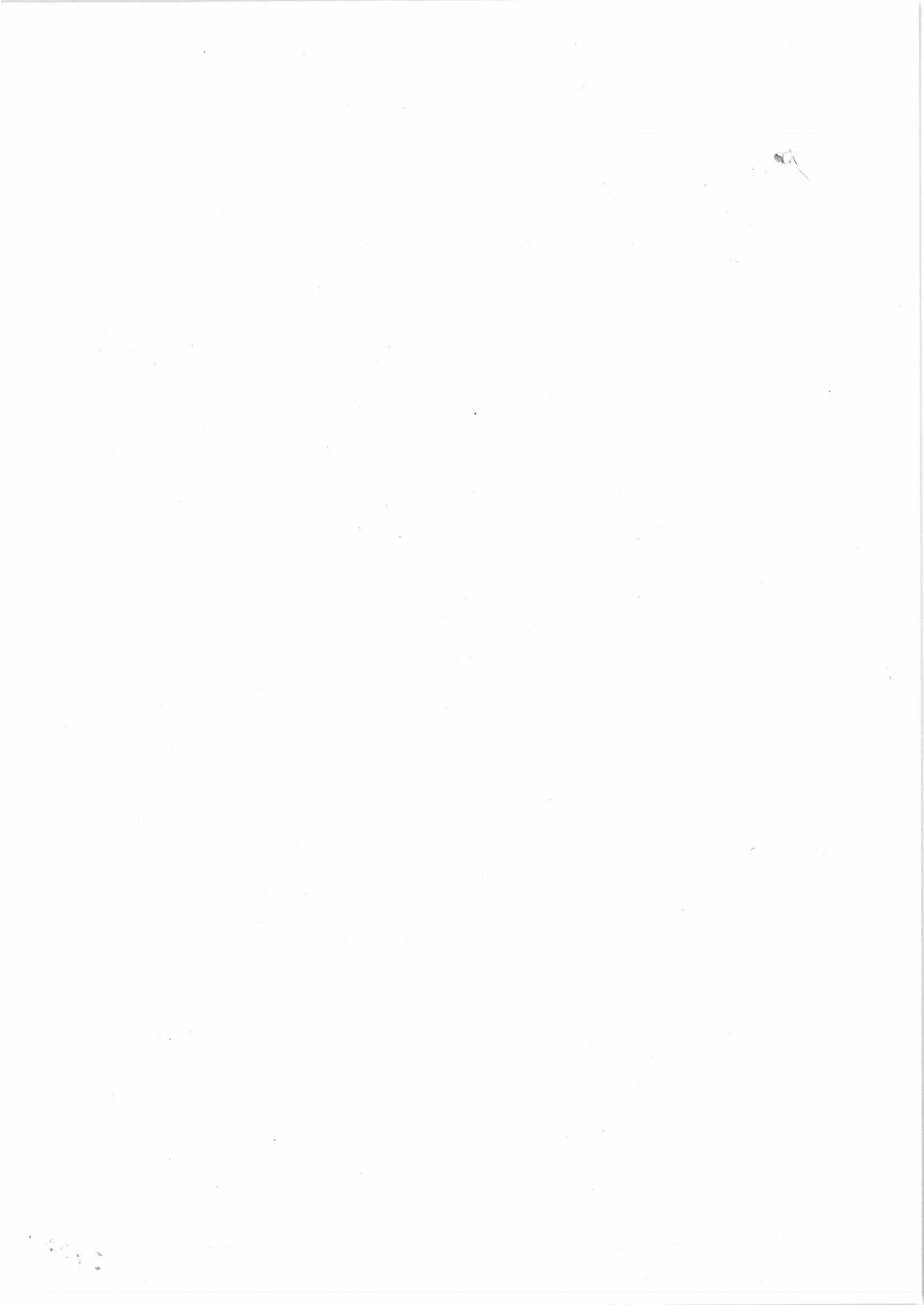
Map Scale 1:1,700  
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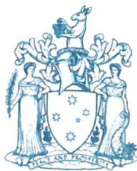


Department of  
Environmental, Land,  
Water & Planning  
VICTORIA

- D MARKS
  - CHW - CENTRAL HIGHLANDS WATER
  - CHL - CENTRAL HIGHLANDS LOGGING
  - ① → PHOTO DIRECTION
  - UNUSED GOVT ROAD
  - PART OF Lot 3 TP846561B TO BECOME ROAD IN sec. 35 PLAN OF SUBDIVISION
  - PART OF Lot 3 TP846561B TO REMAIN FREEHOLD (PART Lot 2 sec. 35 PLAN OF SUBDIVISION)
  - GOVT ROAD TO BECOME FREEHOLD (PART Lot 2 sec. 35 PLAN OF SUBDIVISION)
  - PART OF Lot 3 TP846561B TO REMAIN FREEHOLD (Lot 1 on sec. 35 PLAN OF SUBDIVISION)
  - CENTRAL HIGHLANDS WATER RECEIVED
- FOR .....  
18 AUG 2016

FOR .....  
GDA VICTORIA  
Page 1 of 1





## Department of Environment, Land, Water & Planning

Our ref: 0500034  
2 February 2018

Adam Criddle  
Licensed Surveyor  
TGM Group Pty Ltd  
PO Box 563W  
BALLARAT 3350

State Government Offices  
402-406 Mair Street Ballarat  
Victoria 3350 Australia  
Facsimile: (03) 533 66885  
ABN 90 719 052 204  
DX 214250

Dear Adam,

### **ROAD EXCHANGE/DEVIATION, PARISH OF BALLARAT**

I refer to your email of 31<sup>st</sup> January 2018 regarding the above matter and wish to advise that the Minister for Energy, Environment and Climate Change have consented to Deviation/Exchange of the Road as proposed.

A signed copy of the consent is attached for your information and lodgement at the Title Office if required. Please advise this office of the completion of the road exchange dealing and forward a copy of gazettal to this office when available.

Please contact me on 53366747 if you require further information or clarification.

Yours sincerely

**Aladdin Jamali**  
**Program Officer**  
**Land & Built Environment-Grampians**

#### **Privacy Statement**

*Any personal information about you or a third party in your correspondence will be protected under the provisions of the Information Privacy Act 2000. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Manager Privacy, Department of Environment and Primary Industries, PO Box 500, East Melbourne, 3002.*



**LOCAL GOVERNMENT ACT 1989**

**DEVIATION OF ROAD PARISH OF BALLARAT**

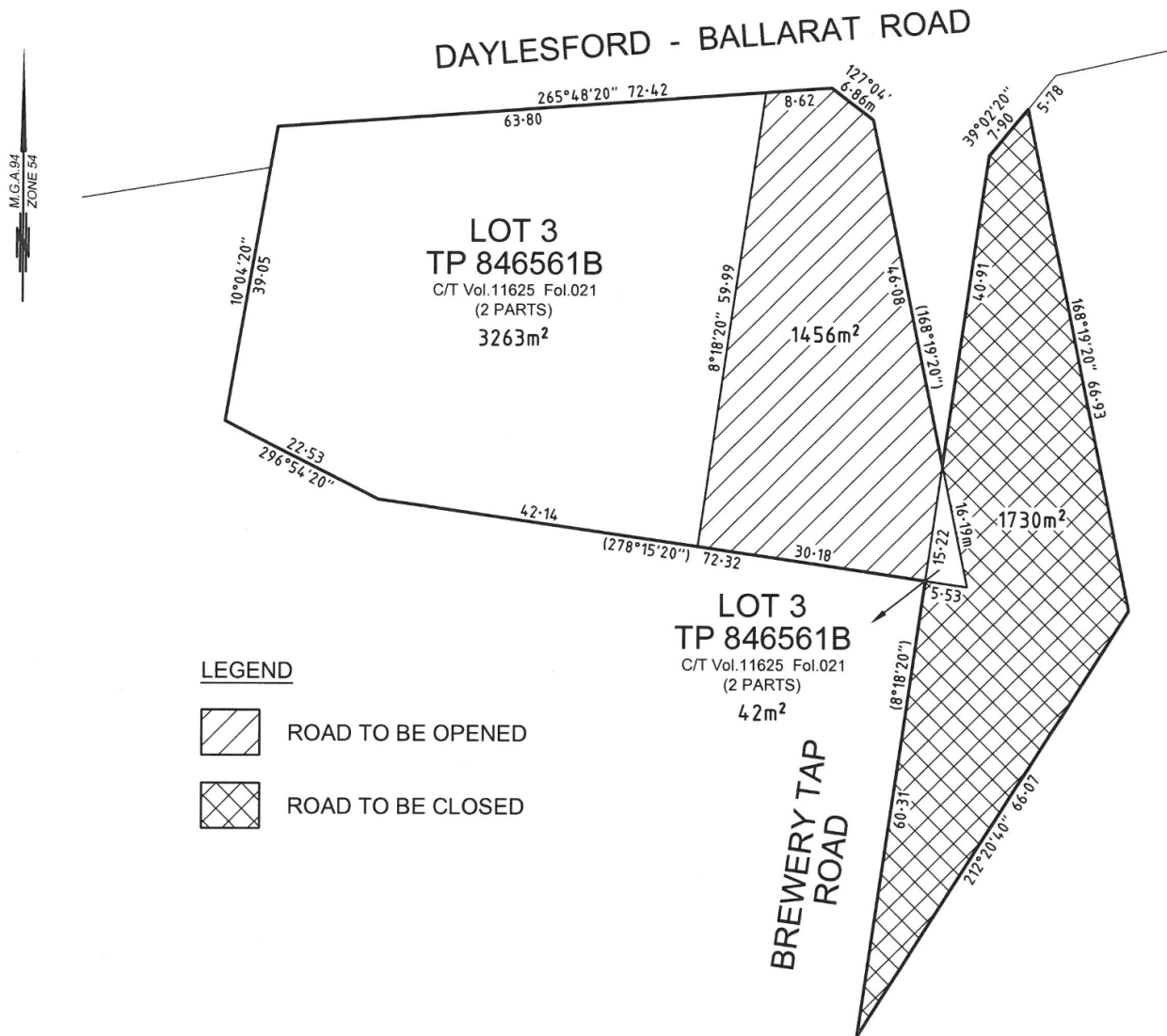
Under Clause 2(2) of Schedule 10 of the Local Government Act 1989, I consent, on behalf of the Minister for Energy, Environment and Climate Change, to exchange of the road in the Parish of Ballarat shown by hatching on the attached plan on to the land shown by cross-hatching on the plan which is Crown land.

Corr: No: **0500034**

Dated:



John Downs  
A/Regional Manager  
Land and Built Environment Programs  
(As delegate of the Minister for Energy, Environment and Climate change)



# NOTICE BOARD

## CEO'S MESSAGE

Local Government Elections are an exciting time for our city. This election, like many across the globe, has instigated many changes to the way we do things. In Victoria there is also new legislation to guide us. Today, we are delighted to introduce our new Council.

While we are sad to farewell some of the previous Councillors, we would like to welcome the new ones. Congratulations to Tracey Hargreaves, who will be representing the South Ward, and Peter Eddy who will be representing the North Ward. It is always refreshing to have new perspectives and experiences added to Council.

Congratulations to the returning seven Councillors - Belinda Coates, Mark Harris and Samantha McIntosh (Central Ward), Amy Johnson and Daniel Moloney (North Ward), and Des Hudson and Ben Taylor (South Ward) who bring a collective wealth of experience to the Council's deliberations.

For all those who nominated for Council but were not elected this time, do not be discouraged. It is a great service to your community to show enough interest and then stand for local government. I am proud to be living in a city that has such a strong calibre of nominees.

As 2020 draws to a close, our city faces many challenges presented by the COVID-19 pandemic. It is reassuring to know this group of Councillors will continue to meet these challenges boldly, with compassion and innovation.

As we look ahead to our city's social, environmental and economic recovery, Ballarat residents can have every confidence their Council will continue to serve them with commitment, passion and integrity. I look forward to working with this Council over the next few months ahead.



Chief Executive Officer Janet Dore

## NOTICES PERMIT APPLICATIONS

The responsible authority will not decide on the application before 14 November 2020

Land affected by application is located at:	Application is for a permit for:	Applicant for the permit is:	Application Reference No.:
250 Long Street, BALLARAT EAST	Subdivide the land into two lots and to vary restriction (2) and restriction (3) on PS/13096J by removing Lot 6 from the burdened land	Dickson Hearn Pty Ltd	PLP/2020/334

## ROAD CLOSURE

The pop up green space in Albert Street will return for this year's Christmas in Ballarat campaign. Albert Street will be closed between Sturt Street and Lewis Street (south-bound) from Thursday 19 November 2020 for the installation of the Gingerbread House and pop up green space. The road will reopen on Monday, 4 January 2021.

Looking for a career in local government? View our current vacancies online at [ballarat.vic.gov.au](http://ballarat.vic.gov.au)

@BallaratCityCouncil cityofballarat @cityofballarat TheCityofBallarat ballarat.vic.gov.au

# CITY OF BALLARAT

## TENDERS

Tender documents can be obtained from [eprocure.com.au/ballarat](http://eprocure.com.au/ballarat) or by contacting City of Ballarat Customer Service Centre on 5320 5500.

Tender No	Tender Description	Closes Noon
2020/21-53A	Rural road resheet and drainage in various locations (RE-ADVERTISED)	18/11/2020
2020/21-211	North Ballarat Netball Courts (two courts and lighting)	18/11/2020
2020/21-15	Greenwaste processing	25/11/2020
2020/21-221	Panel of Approved Suppliers - Sub surface storm water drain clearing	25/11/2020
2020/21-237	Reconstruction Havelock Street (Landsborough Street to Norman Street)	25/11/2020
QUOTE	Request for Quote - Irrigation designers to design new irrigation systems at the Ballarat Botanical Gardens	25/11/2020
2020/21-245	LED sports lighting (100 Lux) at Royal Park, Buninyong	2/12/2020
2020/21-174	Panel of Approved Suppliers - Sound and lighting equipment supply	2/12/2020
2020/21-187	Panel of Approved Suppliers - Promotional signage	2/12/2020

## PLANNING AND ENVIRONMENT ACT 1987 BALLARAT PLANNING SCHEME NOTICE OF THE PREPARATION OF AN AMENDMENT

### AMENDMENT C220BALL

The City of Ballarat has prepared Amendment C220ball to the Ballarat Planning Scheme. Land affected by the amendment is identified as the Dowling Forest Precinct, Miners Rest (land bound by Gilles Road, Sharpes Road, Garlands Road and Ballarat-Maryborough Road).

The Amendment proposes to implement the recommendations of the Dowling Forest Equine Precinct Planning Controls Review (City of Ballarat, October 2020) by amending the local policy at Clause 21.07-6 Racing Industry to:

- clarify and broaden the purpose of the Precinct
- insert a map to define where the local policy applies including adding properties at 69, 147 and 168 Mount Pisgah Road into the Precinct through the local planning policy
- improve land use and development policy.

The Amendment rezones various properties within the Precinct from Special Use Zone - Schedule 13 and Farming Zone - Schedule Areas A and B to proposed Special Use Zone 17, 18 and 19. Six properties are proposed to be rezoned from Farming Zone and Farming Zone - Schedule Area A to Special Use Zone 13. The Amendment also replaces the Dowling Forest Precinct Master plan at Clause 21.10 with the Review.

You may view the amendment, any documents that support the amendment and the explanatory report about the amendment at the Department of Environment, Land, Water and Planning website [www.delwp.vic.gov.au/public-inspection](http://www.delwp.vic.gov.au/public-inspection) or via the City of Ballarat website at [www.ballarat.vic.gov.au/city/strategic-planning/ballarat-planning-scheme-and-amendments](http://www.ballarat.vic.gov.au/city/strategic-planning/ballarat-planning-scheme-and-amendments).

Any person who may be affected by the amendment may make a submission to the planning authority about the amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the

grounds on which the amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for council to consider submissions and to notify such persons of the opportunity to attend council meetings and any public hearing held to consider submissions.

The closing date for submissions is 21 December 2020. A submission must be sent to City of Ballarat, PO Box 655, Ballarat VIC 3350, or via email to [strategicplanning@ballarat.vic.gov.au](mailto:strategicplanning@ballarat.vic.gov.au)

The planning authority must make a copy of every submission available for any person to inspect free of charge for two months after the amendment comes into operation.

Terry Natt  
Acting Manager Strategic Planner

## ROAD DEVIATION - BREWERY TAP ROAD, GONG GONG

Sections 206, 207B (2A) and Clause 2 of Schedule 10 Local Government Act 1989 (Act)

Ballarat City Council (Council) proposes to deviate the unused government road shown cross-hatched on the plan below (Old Road) to the land shown hatched on the below plan (New Road), the hatched land being part of the land contained in Certificate of Title Volume 12183 Folio 606 (being part of the land formerly contained in Certificate of Title Volume 11625 Folio 021).

Once the proposed road has been deviated, the land comprising the Existing Road will be transferred to Central Highlands Region Water Corporation, being the registered proprietor of Certificate of Title Volume 12183 Folio 606, as part of the land exchange agreement with Council.

Under Clause 2(2) of Schedule 10 of the Act, consent was obtained on 2 February 2018 from the Minister for Energy, Environment and Climate Change, as the responsible Minister administering the Land Act 1958 (under delegated authority), to the proposed road deviation.

In accordance with section 223 of the Act, any person may make a written submission to the City of Ballarat on the proposed road deviation. All submissions will be considered.

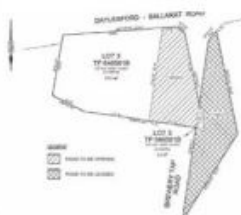
Any person requesting to be heard in support of their written submission is entitled to appear in person or by a person acting on their behalf before a committee of Council, the day, time and place of which will be advised. Any person making a written submission under section 223 of the Act is advised that all submissions and personal information in the submission will be handled by Council in accordance with the provisions of the Privacy and Data Protection Act 2014.

Submissions must be received by the Property Department within 28 days of this notice, being close of business on 10 December 2020.

Please mail submissions to: Property Department PO Box 655 Ballarat 3353

Or email submissions to [info@ballarat.vic.gov.au](mailto:info@ballarat.vic.gov.au) Attention: Property Department

For further information contact on 5320 5500.



# Miners major sponsor recommits til 2022

BY RUBY STALEY

IN a positive step forward for elite Basketball in Ballarat, major partner Hotondo Homes have extended their support of the Miners and will continue to back the club.

The building company will retain naming rights of the NBL1 South men's side, which will be once again known as the Hotondo Homes Ballarat Miners until at least the end of the 2022.

Head coach Brendan Joyce said he was excited to get back on the courts and even more proud to have a continued partnership with a great local business.

"It's been difficult not being able to play this year, everybody is pretty excited looking at going into the season next year," he said.

"Local businesses supporting the club is huge because local community can't survive without



Free throw: Head coach Brendan Joyce, player Zac Dunmore and Hotondo Homes director Action Willingham welcome home grown sponsorship. Photo: RUBY STALEY

that local support.

"As our way of giving back, we'll work to promote the organisation where we can, talk about it to support our local sponsors who

support us."

After many months of training and keeping shape at home, guard Zac Dunmore said he's excited to be able to hit the courts once again.

"It's been a challenging year," he said. "So, it's huge and awesome to have Hotondo back after a couple years helping us out."

"We obviously can't do it without them so it's great to have them on board."

Co-owner of Hotondo Homes Ballarat Amira Willingham said it's always been important as a local business to support and be involved in the community.

"We are thrilled to be extending the relationship with the Hotondo Homes Ballarat Miners," she said.

"Both Hotondo Homes Ballarat and the Miners team are extremely community focused and want to see the Ballarat community as a whole prosper."

"To see the future cemented for the Ballarat Basketball community is great to know that kids are going to be able to play and come see other play, it will be phenomenal."

# Huge raffle to help get coffee van rolling

BY NAOMI IRVIN

PHOENIX P-12 Community College provides education and wellbeing for students in kindergartens up to year 12.

The school prides itself on fostering students so that they strive for success and excellence in their educational, vocational and personal pathways.

That's why, as a community partner of the Ultimate Springfest Online Raffle, Phoenix has a goal of adding a portable café van to its growing list of educational facilities with the money raised through the event.

The café will be run by students and aims to provide

them with opportunities to learn and practice customer service, business management, food service, team work and leadership skills.

"The café will be run as a small business, with profits being put back into the community," said Kiya Eberle, the school's VCAL/VET coordinator.

"The students will gain a lot of employability skills from working in the café and will also learn about the power of social enterprise and have the opportunity to tackle issues that directly affect our community."

Phoenix hopes to open mobile café in early 2021 and it will initially be made available to

parents, students and staff. However, in its current state, the van the school as require money for restorations.

"Funds raised from the Ultimate Springfest Online Raffle will go towards repairing the walls and roof of the van," Ms Eberle said. "The coffee machine also needs to be upgraded."

Once up and running, Ms Eberle said that they would like to be able to take the portable café van out to community events, like the SpringFest Market Sunday and school sports days.

Funding from the Ultimate Springfest Online Raffle will also contribute to the cost of

students completing their busista certificates.

Ms Eberle said while she was looking forward to the prospect of having access to great coffee on campus.

"The café will provide a platform for students to build positive and authentic learning experiences for our students," she said.

A project of the Rotary Club of Ballarat, the Ultimate Springfest Online Raffle is open until 29 November and there's 100 different prize packs to be won, totalling \$18,000 in value.

Tickets can be purchased at [ballaratspringfest.com.au](http://ballaratspringfest.com.au) and start from \$5.

## NEWS

# Ballarat Cup attendance to be limited

BY ALISTAIR FINLAY

THE Ballarat Turf Club has announced that a very small number of people will be able to attend this year's Sportsbet Ballarat Cup race day in person.

Despite the State Government allowing a maximum of 70 people in groups of no more than 10 to be present at such events, Racing Victoria protocols cap the allowable number at up to 30 at the track for the close of the Spring Racing carnival.

These 30 attendees are limited to owners and a few sponsors.

"While it was very disappointing the Club will not be in a position to host our regular crowds of 10,000 people or more, we are certainly grateful to still be able to conduct the race day and welcome owners in some capacity in this unusual year," said BTC CEO Belinda Glass.

Even though Victoria has seen continued declining numbers of COVID-19 cases, Ms Glass said the BTC board had to make a decision based on the currently available information for the Saturday, 21 November event.

"It was important for the Club to make a call, so all staff and stakeholders could move on with planning for the day," she said. "Although there won't be massive crowds, staff can now finalise plans for the safe attendance of a small group of registered owners, maintaining separation from essential staff at all times for the ongoing protection of racing."

With going to the Cup off the cards for most people, the Ballarat Turf Club was throwing its support behind alternative opportunities to take part in the day.

That includes a Back to Ballarat and Support their Local campaign and a Fashions Off the Field competition supported by Central Square.

For that event people are invited to track or suit up and post a photo to Instagram using the hashtags [#centralsquareballarat](https://www.instagram.com/centralsquareballarat/) and [#accv\\_fashionsoffthefield](https://www.instagram.com/accv_fashionsoffthefield/).

"If you can't be trackside enjoying the excitement of Cup Day, then the next best thing will be to enjoy it with friends, family or work mates with live racing broadcast on racing.com," Ms Glass said.

The 2020 Sportsbet Ballarat Cup is set for Saturday, 21 November and includes a prize pool of \$300,000 for the main event, as well as \$250,000 for the two-year-old checklist classic that's backed by Magic Millions, along with eight other races on the card.

# It's Time to Talk about Tomorrow.

We've stuck together and stayed strong.

And now is the time to talk about what we want for our future.

I'm looking for your suggestions on how we can create stronger, supportive communities.

What would you change about the way we work, live and support each other?

Visit [www.michaelasettle.com.au](http://www.michaelasettle.com.au) and complete the survey.

Michaela Settle MP STATE MEMBER FOR BUNINYONG

15 Main Road, Bakery Hill VIC 3350 P: 03 5331 7722 E: [michaela.settle@parliament.vic.gov.au](mailto:michaela.settle@parliament.vic.gov.au) [MichaelaSettleMP](https://www.facebook.com/MichaelaSettleMP)



Authorised by MP Settle, 15 Main Road, Bakery Hill, Victoria 3350. Photo: Michaela Settle



