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nantes S 2:

APPROVAL OF PROGRESS REPORT ç (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

Case Manager to complete:

Project Name: Regio Milestone No: 3				Hobsons Regional									
	Report due da	ate		1 Octobe	er 200)9		-					
Progress Report received date				2 Octobe									
	ground of pro			This proj meals un kitchen fa and disal	ect w Ider t acilitie bled a	rill delive he Horr es will p across	ne and o produce 14 partr	up to 1.3 milli ner councils in	are (HAČC) ion meals e Victoria. It	Program ach yea	m. The propos r for the aged		
Funding A	greement exe	ecution da	ite	24 June 2	2009								
	pproved varia			N/A									
	Y OF FUND												
Total Funding Approved	Payment 1	Date Due	Date Paid	Payment 2	Dat	e Due	Date Paid	Payment 3	Date Due	Date Paid	Payment 4	Date Due	Date Paid
9,000,000	\$3,150,000	24/6/09	24/6/09	\$2,250,000	27/1	1/2009		\$1,800,000	17/2/2010		\$1,800,000	21/6/2010	
	NE REPORT			To31/8/2	009 i	s \$22,7	40						
project?	onal commen			-		The le grante once does loan is requir period secure	etter fro ed a loa a busin not obta s rough ed. The i of adv e the la	ess proposal h ain the loan it is by half the fund a land transfer ertisement for nd)	not confirm hat they are has been pu may place t ding for Oth is currently sale. (a ris	that the willing it to the he proje er Contr under t k if the g	y have been to consider or m. If the cound ct at risk as the ributions he statutory group does no	cil ne t	
whether fu including o appropriate	nt of the rece nds are acco ther contribut e items in the	unted for a tions were agreed b	and wheth expende udget	er funds d against]			expended function for the second s			ems as per the ent.)	
	comments reg	garding th	e assessn	nent of this									
progress report. Summary of follow-up action				In the event council does not send in the required documentation when they receive it for the items noted above – follow-up action should be taken to ensure they have secured the land and bank loans.									
RECOMM	ENDATIONS	;											
Case Mana					4	17F		1					
Progress Report Approved by Case Manager? Case Manager's recommendation for release of next payment				🗆 Ar			not a pre-r	equisite	for a payment	t			
Date:						2 Octo	ber 20	09		1			
Team Lead	der:					47F		4	47F				
Progress F	eport Approv	ed by Tea	am Leader	?		Appro	ved / N	ot Approved					

(AS PER CLAUSE 11.1 -11.7	OF THE FUNDING AGREEMENT)
Team Leader's recommendation for release of next payment	This progress report is not a pre-requisite for a payment Approved Not Approved
Date: 47F	2 Dece-ber Sontomber 2009
Signed (Section Head) 47F Name	
Date	
Report Approved/ Not Approved	
Payment Approved/ Not Approved	

APPROVAL OF PROGRESS REPORT AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

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63

CIP-SP PROGRESS REPORT

Project Name: Regional Kitchen Project <u>SP Number:</u> 740 <u>Funding Recipient Name:</u> Hobsons Bay City Council <u>Report Date:</u> 17/11/09

Please complete the following report and return it via email to: <u>RegionalGrants@infrastructure.gov.au</u> by: 17 November 2009.

Attach any evidence of progress such as photographs, copies of promotional materials together with any other supporting documentation, as appropriate.

Milestone Number	Milestone Description (please list all milestones)	Date due	Date achieved
1	All requirements under Item 2.5(a) of the Schedule have been met.	23 June 2009	24 June 2009
.2	 Evidence that is acceptable to Us: of the precise location of the site on which the Regional Kitchen will be constructed that clarifies the location of the land described at item 1.7 of this Schedule; of either of the following, as the case requires: that the site on which the Regional Kitchen will be constructed is not subject to inundation overlay; or that the site on which the Regional Kitchen will be constructed is subject to inundation overlay and the risk treatment You propose to manage this risk; of Your plans for the ongoing management and maintenance of the facility; that steps have been taken to transfer the title to the land described at item 1.7 (as clarified by You) of this Schedule to Regional Kitchen Pty Ltd; and that all co-funding has been secured. 	2 July 2009	27 July 2009
3	 Provision of: detailed specifications of the Activity, described in item 4 of this Schedule that further develops these requirements. The specifications must include, but need not be limited to, the dimensions, materials and costs of the structure that will constitute the Regional Kitchen building, and each part of that structure; and an up-to-date, detailed and accurate timeline for completion of the Activity; and Evidence that is acceptable to Us that: (3.1) the required Government and all necessary approvals to commence the Project have been obtained, including a copy of 	3 September 2009	3.1 - 23/7/09

		1	
	Evidence:		
	3.1 Building and planning application and permits attached.		
	- (3.2) Council's lease and loan arrangements have been finalised;		3.2 – See evidence
	Evidence:		note
×	3.2 No lease or loan arrangements are necessary for this stage of the project. Provisional arrangements have been made with NAB as and when required. NAB letter attached.	Seefolio 18 frie 09/	
	- (3.3) the transfer of the land described at item 1.7 of this Schedule to Regional Kitchen Pty Ltd is complete;		3.3 - See evidence
	Evidence:		note
×	3.3 Transfer of land has been approved by all parties and is awaiting statutory period for advertising the sale.		4
	- (3.4) a qualified/experienced Project Manager has been appointed; and		3.4 – 4/2/2009
	Evidence:		
	3.4 Gavin Cox appointed as Project Manager, resume attached.		
	- (3.5) a suitably qualified builder has been appointed.		3.5 – 10/7/2009
	Evidence:		
	3.5 Excerpt including signature page of contract with Vaughan Constructions and relevant industry certification attached.		
		el.	
4	Evidence that is acceptable to Us that:	20 October 2009	
	 (4.1) all requirements under clause 2.5(b) of the Schedule have been met; Evidence: 	2009	
	 i -refer to items 4.3 to 4.8 below ii - reports 1 & 2 submitted successfully iii - cost estimate: see item 4.2 below 		
	 - III - COST estimate: see item 4.2 below - (4.2) Your initial cost estimate, as provided to Us, is 		12 May 2009

reasonable and has been reviewed by a quantity surveyor; Evidence: Please refer to Attachment 1, WT Partnership: Estimate No 3 – Design Development Estimate	
 (4.3) suitably qualified contractors have been appointed to install and commission the boiler, compressed air plant and glycol plant systems; Evidence: The project is divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Pty Ltd on 10/7/09 and includes glycol plant systems. 	November 2009
Stage 2 fitout of the production area is subject to separate tenders and include the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. See attachment 2 for copy of Vaughan contract signature page.	
 - (4.4) suitably qualified contractors have been appointed to install all necessary equipment; Evidence: Please refer to response to 4.3 above. 	10 July 2009
 - (4.5) construction of the facility has commenced; Evidence: Vaughan Constructions Pty Ltd commenced onsite on 27/7/09. Please refer to photographic evidence of construction progress in Attachment 3. 	On going
- (4.6) the foundations for the facility have been laid; Evidence: \sim Please refer to photographic evidence of construction progress Attachment 3.	On going
 (4.7) site preparation works are complete; and Evidence: Please refer to Golder Associates Geotechnical Sign Off report in Attachment 4. 	30 October 2009
- (4.8) all contracts for all materials, equipment and services have been entered into and orders placed as applicable.	November 2009

	Evidence: Please refer to response to 4.3 above.		
5	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; and the external building works being complete to lock-up stage that is, the shell. 	13 January 2010	
6	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; external building works are complete; internal building works have commenced; landscaping has commenced; signage has been erected; and the process of engaging staff to operate the facility has commenced. 	14 May 2010	
7	 Evidence that is acceptable to Us that: internal fit out is complete; landscaping is complete; signage has been erected; and staff to operate the facility have been engaged. 	31 October 2010	
8	 Evidence that is acceptable to Us of: Activity Completion and an Occupancy Certificate or other certificate/s, certifying completion of the project to the appropriate standard under the Building Code of Australia and/or other standards as appropriate, have been awarded by the appropriate issuing authority/ies; and the Regional Kitchen is open and operational for the Purpose set out at item 1.2 of this Schedule. 	13 January 2011	

1. Which Milestones (numbers) will you be reporting on in this report?

2. How are you progressing towards delivering the Activity outlined in the Agreement? Have you achieved your required Milestone/s to date?

If NO: why and do you believe this will impact on your achievement of future Milestones?

If YES: please provide details of your achievement and attach appropriate evidence (e.g.: photos, employment records, contracts etc)

No.

Milestone 4, sections 4.3 & 4.8: The project is divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Pty Ltd on 10/7/09 and includes glycol plant systems. Stage 2 fitout of the production area is subject to separate tenders and include the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. Milestone 4.3 and 4.8 are affected however the overall project completion timeline is not affected.

3. What issues have you encountered with delivering your Project (consider such things as delays, cost increases, access to resources, climatic conditions)?

Nothing to report.

 Have you obtained the in-kind contributions as outlined in Annexure B of the Agreement? If NO: why not? If YES: please provide details of the supplier and nature of the contribution and attach appropriate evidence (e.g.:photos, employment records, etc)

Yes

In-kind contributions consist of preparation for, attendance at and contribution to various project meetings by member Council staff and are ongoing.

Attachment 5 lists all Council Staff represented on each of the project groups.

5. Please attach any copies of the following that relate to your project and indicate below what has been attached.

• Published reports

Pamphlets

- 🗋 Attached
- Promotional material
- AttachedAttached
- Media publicity
 - 🗍 Attached
- Other 🗌 Attached, please specify
- 6. If this Progress Report is linked to a payment of CIP-SP funding, have you:
 - attached a tax invoice requesting your next payment?
 Yes See Attachment 6
 - If no, why not?

Please note that without a Tax Invoice, the Department is unable to make your Milestone payment.

This Progress Report is to be submitted by the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

For Office Use Only Has the funding recipient provided, to our satisfaction, all the information required under the Funding Agreement?	Yes	No	
Are we satisfied with the progress of the project? If no, what action is to be taken:	Yes	No	
Has an Asset Register and Statements of Receipts and Expenditure been submitted? Comments:	Yes	Ňo	
Funding Agreement Manager			

STATEMENT OF RECEIPTS AND EXPENDITURE CIP-SP FUNDING

For the period: Date of first expenditure: 01/07/09 to Reporting date: 31/10/09

- GST registered recipients: report receipts and expenditure exclusive of GST
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid. If you are submitting this form as part of a Project Completion Report, please include Expenditure incurred on Activity Budget items to be funded (in arrears) by the *CIP-SP* final payment.
- Please complete shaded fields

Total amount of Funding provided through CIP-SP: \$9,000,000.

Receipts		\$
CIP-SP Funding received		3,150,000
Interest on CIP-SP Funds ¹		45,508
Total receipts (A):		3,195,508
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement \$	Actual Expenditure S
Construction/fit-out	\$6,000,000	1,461,380
Plant/equipment purchase	\$1,853,169	275,999
Plant/equipment hire/lease	\$1,146,831	0
Total expenditure (B):	\$9,000,000	1,737,379
Net amount (A-B):		1,458,129

¹ Interest earned on *CIP-SP* Funds as received in your separate bank account *or* an appropriate allocation.

STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

yb

For the period: Date of first expenditure: 01/07/09 to Reporting date: 31/10/09

- GST registered recipients: report all amounts exclusive of GST
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement \$ GST exclusive	Receipts \$ GST exclusive	Expenditure \$ GST exclusive
 Hobsons Bay City Council Banyule City Council Brimbank City Council Greater Dandenong City Council Darebin City Council Greater Geelong City Council Hume City Council Hacedon Ranges Shire Council Maribyrnong City Council Melton Shire Council Moonee Valley City Council Moreland City Council Stonnington City Council Yarra City Council 	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance	\$4,051,408	\$549,994	
Department of Human Services	Wages, salary and superannuation,		\$6,000,000	

CIP-SP Reporting Pack (Progress) 29 July 2009

	training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest on bank loans.			×~
Borrowings and Finance Leases		\$10,919,000	000	

ASSET REGISTER As at: Reporting date: 31/10/09

	 	 	 ,
Proportion of asset purchased with CIP-SP Funds (%)			
Disposal date and method (and date of disposal approval)			
Purchase date or lease Type and term of lease commencement date			
Purchase date or lease commencement date			
Purchase price or total lease cost (\$)			2
Location of Asset and contact officer			
Asset description (include Location of Asset and barcode or other identifier contact officer if appropriate)			

CIP-SP funding recipients must maintain an asset register of all Assets (as defined in the Agreement). If an Asset is partly purchased using *CIP-SP* funds, you must record the proportion purchased with these funds in the register.

CIP-SP Reporting Pack (Progress) 29 July 2009

XY

CIP - SP Funding \$ 9 Million Funding

1,287,104	2,745,233 -	1,458,129 -	369,398 -1,077,445	- 369,398	. 256,657	3,161,629	Net
4,490,862	2,753,483	1,737,379	1,089,209	380,402	267,768	3	Total Expenditure
*	¥	•		1			Cine,
275,999		275,999	104,683	109,713	61,603		Plant and Equipment
4 214 863	2,753,483	1,461,380	984,526	270,689	206,165		Building Construction
DO FOOT	VANDAL.		Yhinkeriae	Sec. No. W.			Expenditure
3 2013 758	8 250	3,195,508	11,764	11,004	11,111	3,161,629	Total Income
53,758	8,250	45,508	11,764	11,004	14.114	11.629	Interest Received
3,150,000	ŧ	3,150,000		4		3.150,000	Funding Income
10(0)	and the second s						Income
Total	Additional Committed Expenditure Nov and	Statement of Receipts & Expenditure to 31 October 2009	October	September	August	July	

Additional Commitments added to last acquital

		WT	Powercom	Williame Road	Metromotion	Valiation Contractions Pty Ltd Prog Pay 4	Versien Constructions Division Devices
	Attach No 5	Attach No 4	Attach No 3	Attach No 2	Attach No 1	Attach No 1	
2,753,483	7,400	84,816	8,333	68,550	1,408,866	1,175,518	\$

×²

Page 1 of 1

Subject: FW: RKG Project, 47F Importance: High

From: ^{47F} vaughans.com.au] Sent: Monday, 23 November 2009 3:30 PM To: ^{47F} Cc: Subject: RE: Vaughan Claims Importance: High

47F

47F

Vaughans are in agreement with the forecast expenditures for Progress Claim 4 (November 2009) - \$1,175,518 and Progress Claim 5 (December 2009) - \$1,408,666.

Kind Regards,

47F

Project Manager

VAUGHAN CONSTRUCTIONS PTY LTD

See us on You Tube. Visit: http://au.youtube.com/user/VaughanConstruction



1%

47F Attach No 2
From: ^{47F} @metromotion.com.au]
Sent: Monday, 23 November 2009 3:52 PM
To: ^{47F}
Subject: Metromotion Statement to 31/12/09
Good afternoon ^{47F}
47F has asked me to confirm the amount that Metromotion will be invoicing from 1 November to 31 December 2009. The total of the invoices will be as follows:
Design \$49,400,00

Project Management Design Construction\$ 6,000.00External Consultants\$13,150.00Total Cost of Service\$68,550.00GST\$68,550.00

I would expect that our October invoices (Nos: 32094 & 32095 for total \$34,700.00 excl GST)) are already on your system, however, if you also would like copies please let me know.

If you require further information please do not hesiate to contact me.

Regards, 47F

Attach No 3



vo

TAX INVOICE

REGIONAL KITCHEN GROUP	TAX INVOICE NO	2009.458/8	Telephone 613 Intray@william
17F	DATE	06.11.09	Telephone 613 8627 6000 Fa intray@williamsboag.com.au
1st FLOOR, 104 FERGUSON STREET W	/ILLIAMSTOWN 3016	r z z z z z z z z z z z z z z z z z z z	m.au
08.112	PAYMENT DUE	7 DAYS	007e 613 8627 6000 Facsimile 613 8627 606 @williamsboag.com.au
			606
Regional Kitchen Project, Altona	•		/
Professional Services - Interim account Contract Administration - Instalment 1/12	2		
Contract completion date = 21 July 2	010		
As per fee agreement	RIK	9-	1030
Contract Administration Total fee = \$50,000.00 Instalment = \$50,000.00 ÷ 12 mon	ths = \$4,166.67		
(m) 24			
Instalment 1 / 12 - August 2009		\$4 166 67	
Instalment 2 / 12 - September 2009		\$4,166.67	
Instalment 3 / 12 - October 2009		\$4,166.67	
Sub - Total GST		\$12,500.00 \$1,250.00	
	1st FLOOR, 104 FERGUSON STREET W 08.112 Regional Kitchen Project, Altona Professional Services - Interim account Contract Administration - Instalment 1/12 Commencement date = 17 July 2 Contract completion date = 21 July 2 Total period = 12 month As per fee agreement Contract Administration Total fee = \$50,000.00 Instalment 1 / 12 - August 2009 Instalment 2 / 12 - September 2009 Instalment 3 / 12 - October 2009 Sub - Total	7F DATE 1st FLOOR, 104 FERGUSON STREET WILLIAMSTOWN 3016 08.112 Payment Due Regional Kitchen Project, Altona Professional Services - Interim account Contract Administration - Instalment 1/12 Commencement date = 17 July 2009 Contract completion date = 21 July 2010 Total period = 12 months As per fee agreement R Contract Administration Total fee = Total fee = \$50,000.00 Instalment 1 / 12 - August 2009 Instalment 2 / 12 - September 2009 Instalment 3 / 12 - October 2009 Sub - Total	7F Date 06.11.09 1st FLOOR, 104 FERGUSON STREET WILLIAMSTOWN 3016 08.112 7 DAYS 08.112 PAYMENT DUE 7 DAYS Regional Kitchen Project, Altona Professional Services - Interim account Contract Administration - Instalment 1/12 Commencement date = 17 July 2009 Contract completion date = 21 July 2010 Total period = 12 months As per fee agreement As f

TOTAL AMOUNT DUE Original - client



\$13,750.00 Accounts: copy 1 - gold_copy 2- pink



File No: 500000145696 PCA Ref: 301970843

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Augmentation Agreement

between

Powercor Australia-Ltd

and

The Customer

Schedule 1 of Augmentation Agreement

w.,

1.	The Customer (if the Customer is a company, insert ABN and registered office)
	Name of the Customer: Regional Kitchen Group Pty Ltd
	ABN (if Customer is a company): 78130471206
	Address of the registered office of the Level 1, 104 Ferrison Street
	Customer (if Customer is a company): W. Vienstown Vie 3016
-	Postal address of the Customer: PO BOX 496, Williamstown 3016
	Williamstown Vic 3016
2.	Land: Lot 10, DRAKE BOULEVARD ALTONA (43-47 Drake Boulevard)
3.	(a) Description of Works (clause 4):
	 Supply and fit a 750 kVA kiosk type substation on the property;
	 Install High Voltage cables between the kiosk and Drake Boulevard;
	 Assist with final bolted connection of customer's mains cable at the point of supply;
1	 Prepare Lease & Easement plan for legal tenure of Powercor equipment on private land.
	(b) Point of Supply (clause 1.1):
	The low voltage switch /isolator within the kiosk type substation
ŧ.	Construction Design (clause 4.1(b)):
	Powercor will provide Construction Design
5,	Construction Program (clauses 1.1 and 4.2(a))
	(a) Date of Construction Currently planned for March 2010.
).	Specification (clause 10.4):
	1000 Amps per phase,
	Nominal supply voltage 433 V- 250 V
	Wire configuration 3 Phase
۲,	Cost sharing protocol (clause 11(b)):
	Customer does not qualify for reimbursement under existing cost sharing protocol published as at Commencement Date
i.	Permits obtained by Powercor (if applicable) (clause 4.3(a)(i)); N/A
	Reinstatement by Powercor (if applicable) (clause 4.3(a)(ii)): N/A
0.	Charges (clause 5): \$84,816.00 (GST exclusive) \$93,297.60 (GST inclusive)
1.	Victorian Electricity Distributors Service & Installation Rules (clause 10.1(b)):
	Customer must comply with Victorian Electricity Distributors Service & Installation Rules as amended from time to time

s 47F

		rage 1 01 2 3
47F		Attach No 5
47F From: Sent: Tuesday, 24 N	com.au] November 2009 9:42 AM	n and the first state and a second state state and a second state state of the second state of the second state
To: 47F Cc:		
Subject: Re: WT Cost t	to 31 dec	

Sorry for not responding earlier.

We shall issue invoices as follows:

- November Invoice [30 Nov 09] \$3,700 plus GST
- December Invoice [21 Dec 09] \$3,700 plus GST

If you require further information, just let me know.

Regards,

47F	
Associate WT Partnership	•
47F	
	.com.au
Web www.wtpartner	rship.com
>>> ' ^{47F}	hobsonsbay.vic.gov.au> 23/11/09 4:09 pm >>>
47F	
47F has asked me t	to obtain some information in relation to our payment commitme

The has asked me to obtain some information in relation to our payment commitments from now til the 31 Dec, The Commonwealth Govt will not be making the 2nd funding payment to us based on our expenditure to date and we need to document the capital commitments through to the 31 dec. They have indicated they will release the funding if we can do this. Our request is for you to provide us with an email or WT payment schedule etc indicating the amounts we will be committed to for your services from now until the 31 Dec.

47F

need this info ASAP, I will not be in until Friday so if you cannot send me something today email Pam instead

47F

Financial Consultant

DISCLAIMER:

CERTIFICATION

Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Local Government and Hobsons Bay City Council for the Regional Kitchen Project executed on 24 June 2009 (the Agreement), I certify that:

- 1. All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- 2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.



This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

12 May 2009

METROMOTION PTY LTD

29-31 Sunhill Road MT WAVERLEY VIC 3149

ATTENTION: 47F 47F tromotion.com.au

Dear Sirs

RE: REGIONAL KITCHEN - ALTONA ESTIMATE NO 3 - DESIGN DEVELOPMENT ESTIMATE

Further to our meeting of 11 May 2009, we are pleased to confirm our Estimate No 3 dated 11 May 2009 for the above project. *[Please refer to Appendix 1 for details]*.

1.0 ESTIMATE SUMMARY

We estimate the cost of construction in the amount of **\$20,041,000** [Excl GST] at current day costs inclusive of options and separate contracts is summarised as follows:

	ESTIMATE 2 \$	ESTIMATE 3 \$
	[EXCL GST]	[EXCL GST]
 Building Shell 	2,004,892	1,849,619
 Building Fitout 	1,869,506	2,102,988
 Building Services 	3,940,000	5,435,000
 External Works 	1,061,397	1,027,036
 Preliminaries & Margin 	1,239,205	1,460,357
 Design Contingency 	825,000	180,000
BUILDING CONTRACT	10,940,000	12,055,000
 Construction Contingency 	270,000	300,000
 Consultant Fees 	Excl	Excl
TOTAL BUILDING WORKS	11,210,000	12,355,000
 Site Audit & Dynamic Compaction 	114,000	45,000
TOTAL BASE BUILDING WORKS [CARRIED FORWARD]	\$11,324,000	\$12,400,000

JSR/bk UNdocuments/2008/08254/8254-07.doc



Quantity Surveyors and Construction Cost Consultants

Level 4 390 St Kilde Road Melbourne VIC 3004

Australia

47F

Email wtpmelb@wtpartnership.com.au Website www.wtpartnership.com

Directors

L.M. Thomas FAKIS O. J. Sowart BSecolo PAILis

G MCCauley MASS MERS MERS

T L Roberts Brothing Graco-ptrupersy AAKOS

Associates

G P Bahame Srokelagi arc I S Ford Brotekigi and Akids S J Gilles and Kalagi and Akids S T McCoy Belosi Akidi S M McKenna Bocheni M J McNair Bion Eco Akids L A Mok Brotibidgi and biotechi J S Rubira Opi dd Fards S J S Shutt Neuca Akids D Sullivan Dip od Akids D M Thomas B Blagteonii Akids

D P Wood Busidy AAVOS

Offices in Australia

Adelaide - Bristiana - Canberra Gold Coast - Hobart - Melbourne Perth - Sydnøy

WT Partnership International Ltd Group Offices

China - Estonia - Fiji - Grench Hong Kong - Indonesia - Ireland - Italy Macau - New Zealand - Singapore - Spain Sweden - United Kingdum - Vietnam

International Association Brimer - MRSC Partneship

WT Partnership Aust Pty Ltd Trading at WT Partnership ACN 006 040 765 ABN 45 997 161 713



WT PARTNERSHIP

34

12 May 2009

1.0 ESTIMATE SUMMARY [CONT'D]

		ESTIMATE 2 \$ [EXCL GST]	ESTIMATE 3 \$ [EXCL GST]
	TOTAL BASE BUILDING WORKS [BROUGHT FORWARD]	11,324,000	12,400,000
¥	Options [Refer Estimate for details]	718,000	(14,000)
×	Separate Contracts	8,525,000	7,655,000
	ESTIMATE TOTAL	\$20,567,000	\$20,041,000

The difference of \$526,000 [Excl GST] is attributable to many factors such as increased Gross Floor Area, design development and deletion of options. Refer to *Appendix 2* for our estimate reconciliation.

2.0 **PROJECT DEFINITION**

The project comprises the construction of a commercial kitchen including administration area, equipment and associated staff amenities.

3.0 SCHEDULE OF AREAS

The estimate is based on the following schedule of areas and functions:

The Gross Floor Area is made is 1,994m²

3.1 AREA ANALYSIS

	EST NO 2	EST NO 3
Site Area	9,670	9,350
FÉCA	1,900	1,994
UCA	15	-
GROSS FLOOR AREA [GFA]	1,915M ²	1,994M ²

WT PARTNERSHIP

REGIONAL KITCHEN - ALTONA ESTIMATE NO 3 - DESIGN DEVELOPMENT ESTIMATE

12 MAY 2009

3.0 SCHEDULE OF AREAS [CONT'D]

Other Relevant Areas

	EST NO 2	EST NO 3
Driveway & Pavements	4,970	5,561

The FECA comprises the following:

	TOTAL FECA	1,900M ²	1,994M ²
10	Ceiling Space Store	-10-	30 .
18	Admin & Staff Amenities	490	530
*	Kitchen	1,410	1,434

Refer Appendix 1 for detailed schedule of areas within the estimate criteria.

4.0 DOCUMENTATION

The following documentation has been used in this estimate:

- WBa+ Bornes Architects drawings A2.01, A2.03, A2.05, A2.06, A3.01 and A3.02 received 14 April 2009
- WBa email 14 April 2009
- DNM PC01/A, PC02/A and PC03/A
- DNM PS01/A, PS02/A PS03/A, PS05/C, PS06/A, PS07/A, PS08/A and PS11/A
- WBa+ 3bornes Architects Draft Finishes Schedule received 21 November 2008

5.0 SPECIFIC INCLUSIONS

The Estimate assumes competitive lump sum tender for the whole of the Works from suitably qualified contractors.

The Estimate is inclusive of the following allowances:

- Design Contingency [1.5% for building works and 5% for Separate Contracts]
- Construction Contingency [2.5%]



6.0 SPECIFIC EXCLUSIONS

The estimate excludes the following:

- Demolition
- Contamination, Removal of hazardous Materials and Site Remediation beyond assumed allowances
- Abnormal and unforseen ground conditions other than noted (eg. Rock Excavation, Piling etc)
- Bind netting to eaves overhang
- Blinds and Curtains [Window coverings]
- Works outside the site boundary
- ESD initiatives other than specially noted within the Estimate
- Adjoining owner issues
- Artwork and Sculptures
- Staging of the Works / Work out of normal working hours
- Negotiated Contracts / Construction Management
- Joint treatment, protection or encasing of in-ground services
- Catwalks to ceiling spaces
- Gas supply infrastructure and metering
- Use of oil free type compressors
- CCTV system
- Future Cost escalation in construction prices beyond May 2009
- Consultant Fees
- Project Management / Supervision for separate Contracts
- Authority Fees, Charges and Headworks
- Client Contingency
- Any Non Construction Development Cost
- Delay and Prolongation Allowances
- GST
- Financing Costs
- Land / Legal and Holding Costs

WT PARTNERSHIP

7.0 ESTIMATES PROVIDED BY OTHERS

As noted in the detail of our estimate, our estimate includes the estimate of others as follows:

- Kingspan 100 sandwich panels \$192/m²
- Hyder estimates of base building services for:
 - Hydraulics [received 8 May 2009]
 - Mechanical Services [received 8 May 2009]
 - Electrical Services (received 8 May 2009)
- Metromotion estimate for Office and Kitchen equipment [received 11 May 2009]
- GFT Services estimate for Fire Services [received 11 May 2009]

8.0 RECONCILIATION

We highlight our Estimate No 3 is \$526,000 less than our previous Estimate No 2 due to various revisions. Please refer to *Appendix 2* for our detailed reconciliation.

9.0 CONCLUSION / DISCLAIMER

We highlight that due to the nature of the documentation, our Estimate should be viewed as indicative and an opinion of the probable order of cost based on design development documentation.

Where WT Partnership has not been provided with sufficient information, we have made assumptions and allowances which will require detailed review once the design is developed.

Please review the detail of our Estimate, in particular the many assumptions as to scope, quality, performance and finishes of the current design intent to ensure it generally reflects your requirements.

Do not hesitate to contact us to discuss any aspect which requires clarification or amendment to the assumed scope of works on our part.

WT PARTNERSHIP

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REGIONAL KITCHEN - ALTONA ESTIMATE NO 3 - DESIGN DEVELOPMENT ESTIMATE

12 May 2009

The estimate has been prepared expressly for *Regional Kitchen Group* for the purpose of preparing a budget and is not to be used for any other purpose or distributed to any third party.

Yours faithfully WT PARTNERSHIP

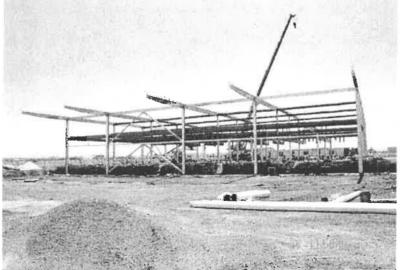
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End	Appendix 1 – Estimate No 3

Appendix 2 – Estimate Reconciliation

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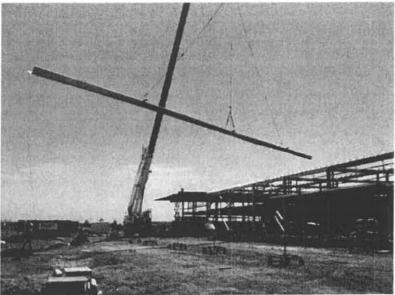
2) Vaughan Construction's signed contract page.

Ground works and steel works as seen form the North East corner of the site.



Excavation of loading dock area and steel work as seen from the rear (South) of the building.

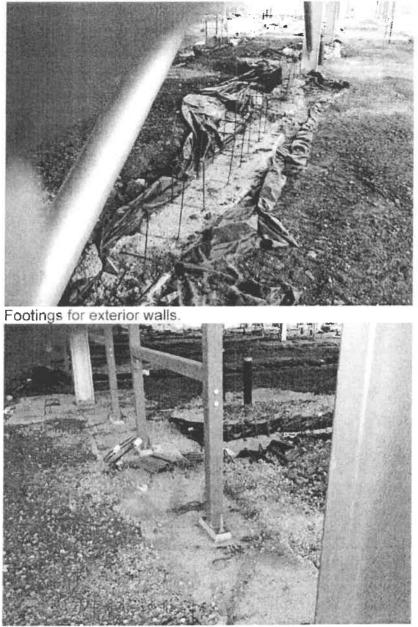
1) Building Progress Photographs



Steelwork and installation of roofing as seen from the West of the building. Car park area in front with benchmark level achieved.

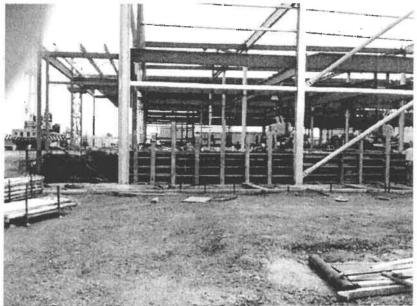


Roof sheeting installation as seen from Drake Boulevard, NE corner.



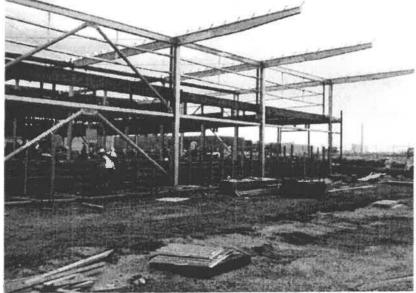
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Footings for interior walls.



25

Rear loading dock formwork for concrete retaining wall. West end.



Rear loading dock formwork for concrete retaining wall. East end.

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4) Building Permit, Stage 1:

Design Guide BUILDING SURVEYORS

Form 2

Regulation 313 Building Act 1993 Building Regulations 2006

BUILDING PERMIT No. 1178-090144-1

Issued to¹ Regional Kitchen Pty Ltd PO Box 21, ALTONA VIC 3018 Contact person: Pam West

Ownership details

Hobsons Bay City Council PO Box 21, ALTONA VIC 3018 Contact person: John Thomas

Property details

Lot 10, 43-47 Drake Boulevard, ALTONA VIC 3018 Lot 10 on PS 619 549W, Vol 11117, Fol 979 Municipal district: Hobsons Bay City Council

Builder²

Vaughan Constructions Pty Ltd 103 Pelham Street CARLTON SOUTH VIC 3053 Contact person: S 47F

Details of building practitioners and architects

a) to be engaged in the building work³
Name
Category/Class
Registration No.
S 47F
Builder
S 47F
b) who were engaged to prepare documents forming part of the application for this permit⁴
Name
Category/Class
Registration No.
S 47F
Civil Engineer
S 47F
Architect
S 47F

Details of relevant planning permit

Planning Permit No. PA0918273 A issued by Hobsons Bay City Council dated 29 June 2009

Nature of building work

Construction of new food manufacturing plant and associated offices Cost of building work: \$8,103,700.00 (total) Total floor area of new building work: 1994m²

Stage of building work permitted

Stage 1: Structural & civil works Cost of Stage 1 building works: \$2,500,000.00

Building classification

Part of building: Ground floor and mezzanine first floor BCA Classification: Class 5, Class 8

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

	eported on	Regulation
Hobsons Bay City Council Storm w	ater discharge	312(3)

Design Guide Consultants P/L ABN 33 066 168 009 Level 2, 169 Queen Street MELBOURNE VIC 3000 Telephone: (03) 9602 4803 Facsimile: (03) 9602 4805 Email: melb@designguide.com.au

Building Permit documents

Architectural drawings: 08112/ A2.01 & 3073-2R1 D, Structural drawings: 09001/ S01-0 to S04-0, S05-1, S06-0 to S10-0, S11-1, S12-1, S13-0, S14-0, S15-1, S16-0 & S17-0 Civil drawings: 09001/ C01-0 to C04-0 Computations: 09001 – C01 to C03, 09001/ 1/1, 2/1 – 2/11, 3/1 – 3/19, 4/1 – 4/16, 5/1, 6/1 – 6/4 Soil report No: 087612084 001 Rev 1, prepared by Golder Associates Pty Ltd dated 22 July 2008 Soil report No: 087612084 009 Rev D1, prepared by Golder Associates Pty Ltd dated 18 May 2009 Certificate of Compliance – Design prepared by: A.J. Davis dated: 21 July 2009 Certificate of Compliance – Design prepared by: A.J. Davis dated: 21 July 2009 Confirmation re: Stormwater: Davis, Naismith & McGovern Engineers, dated 21 July 2009 Property Information From: Hobsons Bay City Council, dated 30 June 2009 Letter of Owners Consent, Hobsons Bay City Council dated 9 July 2009 Confirmation for Electricity Supply: Powercor Australia, dated 27 March 2009 Title Particulars & Survey Plan

Form 1- Building permit application form

Inspection requirements

The mandatory notification stages are:

- foundation inspection prior to placing moisture barrier;
- steel reinforcement inspection prior to pouring concrete slab;
- prior to pouring a pad or strip footing;
- inspection at completion of framework, and
- final inspection on completion of building works.

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building. If an occupancy permit is required, the permit is required for the whole of the building in respect of which the building work is carried out.

Commencement and completion

The building work must commence by: 23 July 2010. The building work must be completed by: 23 July 2012.

Conditions

This permit is subject to the following conditions:

- 1. Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2006. Prior to building work commencing additional permits may need to be obtained under other Acts or other Regulations.
- 2. The work must be carried out strictly in conformity with the endorsed plans and specifications.
- 3. Excavations for footings are to be executed in a safe and workmanlike manner, and adequately fenced or otherwise guarded against being a danger to life or property.
- No part of the building, including footings, shall encroach beyond the property boundaries, or over easements.
- 5. All building works to be carried out strictly in accordance with planning permit No. PA0918273A issued by Hobsons Bay City Council dated 29 June 2009.
- 6. Structural frame is required to be inspected and approved by a registered structural engineer.

Design Guide Consultants Pty Ltd

7. To comply with the covenant on title, any part of the floor must not be less than 4,45m AHD.

Relevant Building Surveyor

s 47F	Registration No.s 47F
~	Number: 1178-090144-1 sermit: 23 July 2009
47F	

Signatu

Notes:

- Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work, the penalty for noncompliance is 10 penalty units.
- 2. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- 3. Include building practitioners with continuing involvement in the building work.
- 4. Include only building practitioners with no further involvement in the building work.

FORM 1 Building Ast 1993, BUILDING REGULATIONS 2006 Regulation 301



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Note 2	Include building practitioners with continuing in	volvement in the huilding work	
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Form I - Application for Englishing Period - Chotign Birlish Building Surveyorg

Date Recid:.....

Jcb Reference No:

2.045

3) Golder Associates Geotechnical Sign Off:



Reference No. 087612084 013 Rev1

30 October, 2009

47F

metromotion pty Itd 29-31 Sunhill Road MOUNT WAVERLEY VIC 3149

PROPOSED MEALS MANUFACTURING FACILITY 10 DRAKE BOULEVARD, ALTONA

Dear47F

Reference is made to the results of A.S.James Pty Ltd field density and laboratory compaction tests and Level 1 inspection reports provided by Vaughan Constructions Pty Ltd for construction of a fill platform for the proposed Meals Manufacturing Facility at 10 Drake Boulevard, Altona. The reports covered the inspections and compaction testing completed during the period of 17 August to 11 September, 2009.

Reference is also made to inspections of the construction site made by the undersigned with Gavin Cox of metromotion pty ltd and Jon McGovern of Davis, Naismith & McGovern Pty Ltd and on 17 August, 2009 and with Gary Marshall of Vaughan Constructions and Michael Harrison of A.S. James Pty Ltd on 7 October, 2009 to view site conditions and to discuss the earthworks undertaken and the A.S. James site testing results.

The initial geotechnical investigations performed by Golder Associates Pty Ltd showed that between about 1 m and 2 m thickness if mostly gravelly clay fill is present beneath the area of the proposed Meals Manufacturing Facility building, where the single level building will be founded on a stiffened raft footing which has integral pad footings. The results of the geotechnical investigation are included in Golder Associates Report 087612084 001 Rev 01 dated 22 July, 2008. The building site has been subject to dynamic compaction using a 'square wheel' Broons Hire BH-1300 roller. The results of the dynamic compaction are included in Golder Associates Report 087612084 009 Rev 01 dated 19 May July, 2009.

We understand that about 2 m thickness of engineered fill has been placed across the footprint area of the proposed building, above the existing fill materials. The engineered fill has comprised on site gravelly clay excavated from the south end of the site which has been sifted to remove material which has a size greater than 100 mm. Beams of the building stiffened raft floor slab have been founded in the engineered fill. We are advised the stiffening beams and integral pad footings have been designed for a maximum imposed bearing pressure of 100 kPa and are designed to accommodate a maximum differential vertical movement of 70 mm in accordance with a Class 'H' stiffened raft floor slab arrangement as outlined in Australian Standard 2870.1-1996. We understand from discussions with Jon McGovern that the maximum imposed bearing pressures on the building pad footings will be about 80 kPa, comprising about 30 kPa of building dead load and about 50 kPa of transient live load. Based on these design loads, we estimate a maximum differential settlement of less than 15 mm between adjacent building footings.

The testing reports by A.S. James show that the engineered fill placed on the building footprint area has been compacted to achieve a density ratio of at least 98% Standard and has been placed with a moisture content which is within 2% of Optimum Moisture Content (OMC) for Standard compaction. The engineered fill has been placed in accordance with the recommendations provided by Golder Associates.

BRW.



Level 3, 50 Burwood Road, Hawthom, Vichnia 3122, Australia (PD Box 6079, Hawthom West VIC 3122) Tel: +61 3 8962 3500 Fax: +61 3 8962 3501 www.golder.com Golder Associates: Operations in Africe, Reia, Australasia, Europa, North America anti South America A D N 64 076 102 957

47	087612084 013 Revi	•
metromotion pty Itd	30 October, 2009	

During the site visit performed on 7 October, 2009, we inspected and approved the base of pad footing excavations along Grid A and Grid K for a maximum allowable bearing pressure of 100 kPa. During the visit we also viewed the remaining building footing excavations which had base areas blinded with concrete.

Based on our understanding of the building footing loads and the raft slab and integral pad footing designs, and the differential vertical movements which have been allowed for in the footing design, we consider that the existing fill which has been impact rolled and the overlying engineered fill which is been placed to achieve a density ratio of at least 98% Standard is a suitable foundation to support the specified design bearing pressures for the building footings. The foundation conditions are assessed to be suitable for the building footing constructions to proceed.

We would be pleased to answer any questions you may have concerning this report.

Yours sincerely GOLDER ASSOCIATES PTY LTD

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APPROVAL OF PROGRESS REPORT (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

Case Manager to complete:

g, s na la

SP No:	740
Funding Recipient Name:	Hobsons Bay City Council
Project Name:	Regional Kitchen Project
Milestone No:	4
File No:	09/9638
Progress Report due date	17 November 2009
Progress Report received date	17 November 2009
Brief background of project	This project will deliver a large scale kitchen facility to be used to provide meals under the Home and Community Care (HACC) Program. The proposed kitchen facilities will produce up to 1.3 million meals each year for the aged and disabled across 14 partner councils in Victoria. It is expected that the facility could expand production capacity to up to two million meals per year.
Funding Agreement execution date	24 June 2009
Dates of approved variations	N/A

SUMMARY OF FUNDS

Total Funding Approved	Payment 1	Date Due	Date Paid	Payment 2	Date Due	Date Paid	Payment 3	Date Due	Date Paid	Payment 4	Date Due	Date Paid
9,000,000	\$3,150,000	24/6/09	24/6/09	\$2,250,000	27/11/2009		\$1,800,000	17/2/2010		\$1,800,000	21/6/2010	
Interest o	n RLCIP-SP	Funding		To 31/10	/2009 is \$45	,508						

SUMMARY OF EXPENDITURE

How much RLCIP-SP funding has been expended?	\$1,737,379
How much RLCIP-SP funding has been committed?	\$2,753.483
How much of the Other Contributions to the project have been expended?	
Were RLCIP-SP funds committed in the previous Report?	Yes: No: No: N/A
Has this commitment now been expended (paid)?	Yes: No: No: N/A
If "No", what reason has been provided as to why this commitment has not been paid:	
Is this explanation considered satisfactory? If "No", detail follow up action to be undertaken:	Yes: No: No: N/A

MILESTONE REPORTING

Assessment of the progress of this project against milestone requirements, noting any concerns and risks	The project has met all the items under Milestone 4, they have given a good explanation for item 4.3 regarding the contractors been appointed to install and commission the boiler, compressed air plant and glycol plant system and have provided the Department with the process fit out tender package timetable.
Any additional comments regarding the progress of this project?	The project is now divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Pty Ltd on 10/7/09 and includes glycol plant systems. Stage 2 fit out of the production area is subject to separate tenders and includes the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. Milestone 4.3 and 4.8 are affected however the overall project completion timeline

APPROVAL OF PROGRESS REPORT (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

	is not.
Assessment of the receipts & expenditure table including whether funds are accounted for and whether funds including other contributions were expended against appropriate items in the agreed budget	\$1,458,129 of the Departments funds remain. Expenditure is below what is expected because WT Partnership, the quantity surveyors, required clarification on a number of matters. Within the next 5 weeks in excess of \$2.75 million, will be paid to contractors. These amounts are in addition to that included in the Milestone 4 report.
Any other comments regarding the assessment of this progress report.	
Summary of follow-up action:	

APPROVAL OF PROGRESS REPORT (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

RECOMMENDATIONS Deryn Gardner Case Manager: Approved Progress Report Approved by Case Manager? Approved Case Manager's recommendation for release of next payment 2/12/00 Date: 17F Team Leader: s 47F Approved / Not Approved Progress Report Approved by Team Leader? This progress report is not a pre-requisite for a payment Team Leader's recommendation for release of next П Approved payment Not Approved 12/200 Date: 47F Approved - due Signed (Section Head)...... Name......47F own the. Date ... Invoice MAGO Report Approved/ Not Approved as evict Value/ Payment Approved Not Approved Progress is satisfactory Construction works appear alego shedule, with from: - q works being a do taken. \$1.4m remains unexpected, but two progress payments are to be made in Nov/Dec accounting for ~ \$2.6m, so unexpended finds will are committed & a top. up with The 2^{-d} payment among t will allow the balance of these commitments to be covered. 3/12/09,

Community Infrastructure Program – Strategic Projects CIP-SP Reporting Pack (\$550m Progress Report No. 4)

Progress reporting - Items 2.4, 3.2 & 3.3 of the schedule to the Agreement

This template has been provided for the purpose of meeting Your Progress Report reporting requirements under the *CIP-SP* funding agreement (the Agreement). Funding recipients are required to prepare reports using this template.

If Assets have been purchased using CIP-SP funding, you are also required to complete the Asset Register.

Submitting reports

Please submit reports by email to <u>RegionalGrants/ainfrastructure.gov.au</u> attaching any evidence of progress such as photographs and copies of promotional materials as appropriate.

<u>Project Name:</u> Regional Kitchen Project <u>SP Number:</u> 740 <u>Funding Recipient Name:</u> Hobsons Bay City Council <u>Report Date:</u> 10/02/2010

Please complete the following report and return it via email to: RegionalGrants@infrastructure.gov.au by: 10 February 2010.

Attach any evidence of progress such as photographs, copies of promotional materials together with any other supporting documentation, as appropriate.

Milestone Number	Milestone Description (please list all milestones)	Date due	Date achieved
1	All requirements under Item 2.5(a) of the Schedule have been met.	23 June 2009	24 June 2009
	 Evidence that is acceptable to Us: of the precise location of the site on which the Regional Kitchen will be constructed that clarifies the location of the land described at item 1.7 of this Schedule; of either of the following, as the case requires: that the site on which the Regional Kitchen will be constructed is not subject to inundation overlay; or that the site on which the Regional Kitchen will be constructed is subject to inundation overlay and the risk treatment You propose to manage this risk; of Your plans for the ongoing management and maintenance of the facility; that steps have been taken to transfer the title to the land described at item 1.7 (as clarified by You) of this Schedule to Regional Kitchen Pty Ltd; and that all co-funding has been secured. 	2 July 2009	27 July 2009
3	 Provision of: detailed specifications of the Activity, described in item 4 of this Schedule that further develops these requirements. The specifications must include, but need not be limited to, the dimensions, materials and costs of the structure that will constitute the Regional Kitchen building, and each part of that structure; and an up-to-date, detailed and accurate timeline for completion of the Activity; and Evidence that is acceptable to Us that: 1.1 the required Government and all necessary approvals to commence the Project have been obtained, including a copy of the development application and approval; 	3 September 2009	3.1 - 23/7/09

		1		
	3.1 Building and planning application and permits attached.			
	- (3.2) Council's lease and loan arrangements have been finalised;		3.2 – See evidence	
	Evidence:		note	
	3.2 No lease or loan arrangements are necessary for this stage of the project. Provisional arrangements have been made with NAB as and when required. NAB letter attached.			
	- (3.3) the transfer of the land described at item 1.7 of this Schedule to Regional Kitchen Pty Ltd is complete;		3.3 - See	And a constrained in the second s
	Evidence:		evidence note	, ,
	3.3 Transfer of land has been approved by all parties and is awaiting statutory period for advertising the sale.			Contraction of the owner own
	 (3.4) a qualified/experienced Project Manager has been appointed; and 		3.4 - 4/2/2009	
	Evidence:			Charles Streets
	3.4 Gavin Cox appointed as Project Manager, resume attached.		2	and an in the second
	- (3.5) a suitably qualified builder has been appointed.		3.5	SE-CONTRACTOR
	Evidence:		10/7/2009	anapre de
	3.5 Excerpt including signature page of contract with Vaughan Constructions and relevant industry certification attached.			A CONTRACTOR OF A CONTRACTOR O
0				Ĩ
				10
4				
4	Evidence that is acceptable to Us that:	20 October 2009		Television of
	- (4.1) all requirements under clause 2.5(b) of the Schedule			Among and Among
	have been met; Evidence:			0000 X 97. 3. 45
	 i -refer to items 4.3 to 4.8 below 			data and the second second
	 ii – reports 1 & 2 submitted successfully 			100 × 100
	- iii - cost estimate: see item 4.2 below			Charles and an and a second second
	 (4.2) Your initial cost estimate, as provided to Us, is reasonable and has been reviewed by a quantity surveyor; Evidence: 		12 May 2009	WAARD COMPANY OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER

Please refer to Attachment 1, WT Partnership: Estimate No 3 – Design Development Estimate		
 (4.3) suitably qualified contractors have been appointed to install and commission the boiler, compressed air plant and glycol plant systems; Evidence: The project is divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Pty Ltd on 10/7/09 and includes glycol plant systems. Stage 2 fitout of the production area is subject to separate tenders and include the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. See attachment 2 for copy of Vaughan contract signature page. 		November 2009
 (4.4) suitably qualified contractors have been appointed to install all necessary equipment; Evidence: Please refer to response to 4.3 above. 		10 July 2009
- (4.5) construction of the facility has commenced; Evidence: Vaughan Constructions Pty Ltd commenced onsite on 27/7/09. Please refer to photographic evidence of construction progress in Attachment 3.	•	On going
- (4.6) the foundations for the facility have been laid; Evidence: Please refer to photographic evidence of construction progress Attachment 3.		On going
- (4.7) site preparation works are complete; and Evidence: Please refer to Golder Associates Geotechnical Sign Off report in Attachment 4.		30 October 2009
 (4.8) all contracts for all materials, equipment and services have been entered into and orders placed as applicable. Evidence: Please refer to response to 4.3 above. 		November 2009
	 Estimate No 3 – Design Development Estimate (4.3) suitably qualified contractors have been appointed to install and commission the boiler, compressed air plant and glycol plant systems; Evidence: The project is divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Ply Ltd on 10/7/09 and includes glycol plant systems. Stage 2 fitout of the production area is subject to separate tenders and include the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. See attachment 2 for copy of Vaughan contract signature page. (4.4) suitably qualified contractors have been appointed to install all necessary equipment; Evidence: Please refer to response to 4.3 above. (4.5) construction of the facility has commenced; Evidence: Vaughan Constructions Pty Ltd commenced onsite on 27/7/09. Please refer to photographic evidence of construction progress in Attachment 3. (4.6) the foundations for the facility have been laid; Evidence: Please refer to photographic evidence of construction progress Attachment 3. (4.7) site preparation works are complete; and Evidence: Please refer to Golder Associates Geotechnical Sign Off report in Attachment 4. (4.8) all contracts for all materials, equipment and services have been entered into and orders placed as applicable. Evidence: 	 Estimate No 3 – Design Development Estimate (4.3) suitably qualified contractors have been appointed to install and commission the boiler, compressed air plant and glycol plant systems; Evidence: The project is divided into 2 stages. Stage 1 construction contract was let to Vaughan construction Pity Ltd on 10/7/09 and includes glycol plant systems. Stage 2 fitout of the production area is subject to separate tenders and includes the boiler and compressed air plant. Due to expected construction completion date of May 2009 and subsequent delivery timeline requirements, Stage 2 orders for process equipment will be placed progressively from November 2009. See attachment 2 for copy of Vaughan contract signature page. (4.4) suitably qualified contractors have been appointed to install all necessary equipment; Evidence: Please refer to response to 4.3 above. (4.5) constructions Pty Ltd commenced onsite on 27/7/09. Please refer to photographic evidence of construction progress in Attachment 3. (4.6) the foundations for the facility have been laid; Evidence: Please refer to photographic evidence of construction progress Attachment 3. (4.7) site preparation works are complete; and Evidence: Please refer to Golder Associates Geotechnical Sign Off report in Attachment 4. (4.8) all contracts for all materials, equipment and services have been entered into and orders placed as applicable. Evidence:

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5	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; and Evidence: Progress Report 1 - 30 July 2009: SUBMITTED Progress Report 2 - 1 October 2009: SUBMITTED Progress Report 3 - 17 November 2009: SUBMITTED the external building works being complete to lock-up stage that 	13 January 2010	17 November 2009
	is, the shell. Evidence: See attachment 1		17 February 2010
6	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; external building works are complete; internal building works have commenced; landscaping has commenced; signage has been erected; and the process of engaging staff to operate the facility has commenced. 	14 May 2010	
7	 Evidence that is acceptable to Us that: internal fit out is complete; landscaping is complete; signage has been erected; and staff to operate the facility have been engaged. 	31 October 2010	
8	 Evidence that is acceptable to Us of: Activity Completion and an Occupancy Certificate or other certificate/s, certifying completion of the project to the appropriate standard under the Building Code of Australia and/or other standards as appropriate, have been awarded by the appropriate issuing authority/ies; and the Regional Kitchen is open and operational for the Purpose set out at item 1.2 of this Schedule. 	13 January 2011	

1. Which Milestones (numbers) will you be reporting on in this report?

5

2. How are you progressing towards delivering the Activity outlined in the Agreement? Have you achieved your required Milestone/s to date? If NO: why and do you believe this will impact on your achievement of future Milestones?

If YES: please provide details of your achievement and attach appropriate evidence (e.g.: photos, employment records, contracts etc)

No.

Milestone 5: Construction of the outer shell to enable the facility to be "lockable" is currently due to be completed on 15 March 2010. The initial completion date for Milestone 5 under Annexure A of the Funding Agreement was 13 January 2010. This date was subsequently altered at construction start up to 15 February 2010 due to customary plan rescheduling. Due

to unforeseen soil rectification works, the completion date is now 15 March 2010. The overall construction schedule and completion dates are not affected by this new time frame due to buffers and contingency plans built into the overall project schedule.

3. What issues have you encountered with delivering your Project (consider such things as delays, cost increases, access to resources, climatic conditions)?

One day of construction was lost due to the heat in December 2009. Unforeseen soil rectification works added an additional four weeks to internal construction deadlines

4. Have you obtained the in-kind contributions as outlined in Annexure B of the Agreement? If NO: why not? If YES: please provide details of the supplier and nature of the contribution and attach appropriate evidence (e.g., photos, employment records, etc)

Yes

In-kind contributions consist of preparation for, attendance at and contribution to various project meetings by member Council staff and are ongoing.

Attachment 2 lists all Council Staff represented on each of the project groups.

5. Please attach any copies of the following that relate to your project and indicate below what has been attached.

- **Published** reports 0
- Attached

Y Attached - Attachment 3

- **Promotional material**
- Media publicity 0 **Pamphlets**

Other

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- Attached
- Attached
- ☐ Attached, please specify
- 6. If this Progress Report is linked to a payment of CIP-SP funding, have you:
 - attached a tax invoice requesting your next payment? Yes e
 - If no, why not? 0

Please note that without a Tax Invoice, the Department is unable to make your Milestone payment.

This Progress Report is to be submitted by the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

For Office Use Only Has the funding recipient provided, to our satisfaction, all the information required under the Funding Agreement? Are we satisfied with the progress of the project?	Yes Yes	No No	
If no, what action is to be taken:			
Has an Asset Register and Statements of Receipts and Expenditure been submitted? Comments:	Yes	No	
Funding Agreement Manager			

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STATEMENT OF RECEIPTS AND EXPENDITURE CIP-SP FUNDING

For the period: Date of first expenditure: 01/07/09 to Reporting date: 31/1/10

- GST registered recipients: report receipts and expenditure exclusive of GST
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid. If you are submitting this form as part of a Project Completion Report, please include Expenditure incurred on Activity Budget items to be funded (in arrears) by the *CIP-SP* final payment.
- Please complete shaded fields

Total amount of Funding provided through CIP-SP: \$9,000,000.

Receipts		\$
CIP-SP Funding received		5,400,000
Interest on CIP-SP Funds ¹		88,709
Total receipts (A):		5,488,709
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement \$	Actual Expenditure S
Construction/fit-out	\$6,000,000	4,106,525
Plant/equipment purchase	\$1,853,169	689,307
Plant/equipment hire/tease	\$1,146,831	0
Total expenditure (B):	\$9,000,000	4,795,832
Net amount (A-B):		692,877

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¹ Interest earned on CIP-SP Funds as received in your separate bank account or an appropriate allocation.

STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

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For the period: Date of first expenditure: 01/07/09 to Reporting date: 31/01/10

- GST registered recipients: report all amounts exclusive of GST
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement \$ GST exclusive	Receipts \$ GST exclusive	Expenditure \$ GST exclusive
 Hobsons Bay City Council Banyule City Council Brimbank City Council Greater Dandenong City Council Darebin City Council Greater Geelong City Council Hume City Council Hume City Council Macedon Ranges Shire Council Maribyrnong 	Wages, salary and superannuation, training, operating costs, materials,	<u>GST exclusive</u>		
City Council - Melton Shire Council - Moonee Valley City Council - Moreland City Council - Stonnington City Council - Yarra City Council	insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance	\$4,051,408	\$549,994	

CIP-SP Reporting Pack (Progress) 29 July 2009

Department of Human Services	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest on bank loans.	•	\$6,000,000	
Borrowings and Finance Leases		\$10,919,000	000	

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ASSET REGISTER As at: Reporting date: 31/01/10

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barcode or other identifier contact officer if appropriate)	or total lease cost (\$)	r unclused unable commencement date	rurchase date of lease 1ype and tenu of rease commencement date	Disposal date and method (and date of disposal approval)	ruppendou ou asset purchased with CIP-SP Funds (%)
		99-0			

CIP-SP funding recipients must maintain an asset register of all Assets (as defined in the Agreement). If an Asset is partly purchased using CIP-SP funds, you must record the proportion purchased with these funds in the register

CIP-SP Reporting Pack (Progress) 29 July 2009

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CERTIFICATION

Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Local Government and Hobsons Bay City Council for the Regional Kitchen Project executed on 24 June 2009 (the Agreement), I certify that:

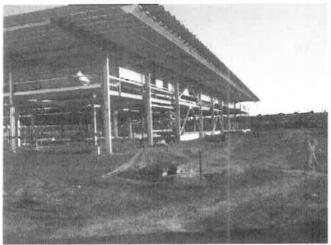
- 1. All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- 2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.

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	-	Name	×.
17 2 2010		47F	
Date		Title	
		As acting CEO	

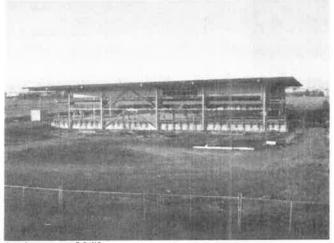
This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

ATTACHMENT 1 – Construction Photos: Drake Boulevard

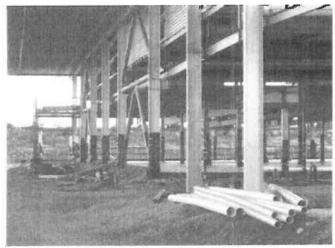
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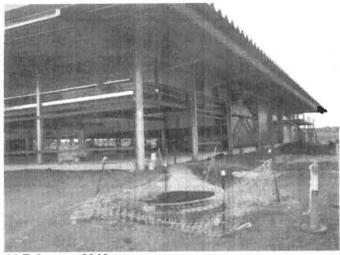
14 January 2010



14 January 2010



14 January 2010



11 February 2010



11 February 2010

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ATTACHMENT 2

Casey City Council	Brimbank City Council Alexandra Avenue SUNSHINE VIC 3020	Boroondara City Council		Bayside City Council	Road	Road	
4 L Manager Community Care Director Community services	4 L. Manager Aged & Disability Services Brimbank City Council PO Box 70 SUNSHINE VIC 3020	477 Manager Health, Ageing and Disability Services Private Bag 1, Camberwell Victoria 3124	 47 L. Business Systems Coordinator – Aged and Disability PO Box 27 Sandringham VIC 3191 	4 L Manager Health and Community Care PO Box 27 Sandringham VIC 3191	4 L Manager Health, Aged and Community Planning Services Banyule City Council PO Box 51 IVANHOE VIC 3079	47 HACC Team Leader – Delivered Meals Banyule City Council PO Box 51 IVANHOE VIC 3079	Postal Address
47F							Greeting
							Phone
	9249 4311				9499 9475 9475	9499 9475	Fax
47F							Email

COMMUNITY CHEF ADVISORY GROUP REPRESENTATIVES CONTACT LIST DETAILS

103 City of Casey P O BOX 1000 Narre Warren 3805

Manningham City Council 4 L Manager Aged & Disability Support	Macedon Ranges Shire Council Tutor 129 Mollison Street Manager Community Services KYNETON VIC 3444 Macedon Ranges Shire Council PO Box 151 PO Box 151 KYNETON VIC 3444 KYNETON VIC 3444	Hume City Council 1079 Pascoe Vale Rd BROADMEADOWS VIC 3047 PO Box 119 DALLAS VIC 3047	Hobsons Bay City Council4 > L115 Civic ParadeFood ServicesALTONA VIC 3018Hobsons Bay City CouncilPO Box 21ALTONA VIC 3018	Greater Geelong City Council 4 30 Gheringhap Street Co orginator Ancillary Services GEELONG VIC 3220 Greater Geelong City Council PO Box 104 PO Box 104 GEELONG VIC 3220 GEELONG VIC 3220	Darebin City Council 274 Gower Street, PRESTON VIC 3072 PO Box 91 PRESTON VIC 3072	Greater Dandenong CityTuCouncilManager Aged and Disability39 Clow StreetServicesDANDENONG VIC 3175Greater Dandenong City CouncilPO Box 200DANDENONG VIC 3175	Council Postal Address
ort							Greeting Phone
9840 9744	54223623	-	9932 4051	5227 0752	8470 8877	9239 5196	Fax
							Email

Port Phillip Council	Monash City Council 293 Springvale Road, GLEN WAVERLEY VIC, 3150	Moreland City Council 90 Bell Street COBURG VIC 3058	Moonee Valley City Council 9 Kellaway Avenue MOONEE PONDS VIC 3039	Melton Shire Council 232 High Street MELTON VIC 3337	Maribyrnong City Council Corner Hyde & Napier Streets FOOTSCRAY VIC 3011	Council
47 F Coordinator Community Care Private bag no 3 P O St Kilda's Vic 3185	47F Manager Family & Community Care Services Monash City Council PO Box 1 GLEN WAVERLEY VIC 3150	47F Manager Aged Services Moreland City Council Locked Bag 10	47 L Manager Aged and Disability Services Community Services Moonee Valley City Council PO Box 126 MOONEE PONDS VIC 3039	Acting manager Aged and Disability Services Melton Shire Council PO Box 21 MELTON VIC 3337	47 Manager Aged & Diversity Maribymong City Council PO Box 58 FOOTSCRAY VIC 3011	Postal Address
47F						Greeting
47F						Phone
0412 742 527	9518 3444	9240 1212	03 9377 2100	9743 9970	9687 7793 47F	Fax Enai
47F						

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			Yarra City Council 333 Bridge Road RICHMOND VIC 3121		Surf Coast Shire Council	Stonnington City Council Corner of High Street & Glenferrie Road MALVERN VIC 3144	Council
	2 nd Contact Sandy Vaskess	Yarra City Council PO Box 168 RICHMOND VIC 3121	1 st Contact Adrian Murphy Manager Aged and Disability	Wendy Nuttall Positive Ageing coordinator	 4 L Manager Aged and Family Services 25 Grossmans Road Torquay Victoria 	47F Manager Aged and Disability Services Stonnington City Council PO Box 21 PRAHRAN VIC 3181	Postal Address
47F							Greeting
							Phone
			8417 6666	5261 0668	5261 4527	8290 1198 (shared fax)	Fax
47F							Email

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Council	Postal Address	Greeting	Phone	Fax	Email
Banyule City Council	47			9499 9475	
275 Upper Heidelberg Road	HACC Team Leader – Delivered				
IVANHUE VIC 30/9	Meals				
	Banyule City Council				
	IVANHOF VIC 3079				
Banyule City Council	4 7 F			9499 9475	
275 Upper Heidelberg Road	Act Coordinator HACC Services				
IVANHOE VIC 3079	Delivery				
	Banyule City Council				
	IVANHOE VIC 3079				
Banyule City Council	47 =			9499 9475	
275 Upper Heidelberg Road	Leader Worktorce Relations				
IVANHOE VIC 3079	Banyule City Council				
	IVANHOE VIC 3079				
Banyule City Council	47 F			9499 3223	
Z/5 Upper Heidelberg Koad	Manager workforce Development Banvule City Council				
	PO Box 51				
Greater Dandenond City				9239 5196	
Council	Manager Aged and Disability				
39 Clow Street	Services				
DANDENONG VIC 3175	Greater Dandenong City Council				
	PU BOX 200 MANDENONG VIC 3175				
Greater Dandenong City	47F			9239 5196	
30 Clow Street	Manager Aged and Disability				
DANDENONG VIC 3175	Greater Dandenonn City Council				
	PO Box 200				
	DANDENONG VIC 3175				
Darebin City Council	47 F			9261 4800	
274 Gower Street,	Employee Relations Consultant,				
PRESTON VIC 3072	Organisation Development				
	y Council	F			7F
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COMMUNITY CHEF

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s 47 F	Moreland City Council 90 Bell Street COBURG VIC 3058	Moreland City Council 90 Bell Street COBURG VIC 3058	Moonee Valley City Council 9 Kellaway Avenue MOONEE PONDS VIC 3039	Melton Shire Council 232 High Street MELTON VIC 3337	Moonee Valley City Council 9 Kellaway Avenue MOONEE PONDS VIC 3039	Hobsons Bay City Council 115 Civic Parade ALTONA VIC 3018	Darebin City Council 274 Gower Street, PRESTON VIC 3072		Council
	47 L. Manager Aged Services Moreland City Council Locked Bag 10 MORELAND VIC 3058	47 E Executive Manager, Human Resources Moreland City Council Locked Bag 10 MORELAND VIC 3058	47 F HR Manager Moonee Valley City Council PO Box 126 MOONEE PONDS VIC 3039	47 Manager Organisational Development Melton Shire Council PO Box 31 MELTON VIC 3337	47 Coordinator Human Resources Moonee Valley City Council PO Box 126 MOONEE PONDS VIC 3039	Acting Manager Human Performance Hobsons Bay City Council PO Box 21 AL TONA VIC 3018	477 Organisational Development Mgr Darebin City Council PO Box 91 PRESTON VIC 3072	PRESTON VIC 3072	Postal Address
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			47 Horner Horner	Council
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F		47F		7F	PO Box 104 GEELONG VIC 3220	
					Greater Geelong City	
	5272 4258				Acting Chief Executive	Greater Geelong City Council
					Chief Executive Officer Darebin City Council PO Box 91 PRESTON VIC 3072	
	9261 4850			-1	TANDENONG VIC 3175	Darebin City Council
	9239 5306				Criter Executive Officer Greater Dandenong City Council PO Box 200	Greater Dandenong City Council
	9796 7730				PO BOX 1000 NARRE WARREN 3805	Casey City Council
					City of Boroondara Private bag 1 Camberwell Vic 3124	
	9278 4456				47F	Boroondara City Council
					Criter Executive Officer Brimbank City Council PO Box 70 SUNSHINE VIC 3020	
	9249 4559					Brimbank City Council
F					Banyule City Council PO Box 51 IVANHOE VIC 3079	
	9499 2482				47 F Chief Executive Officer	Banyule City Council
PA's Email	Fax	Phone	Personal Asst	Greeting	Name	Council
				VICIVIDEN		

COMMUNITY CHEF MEMBER COUNCILS CEOs - (PA's) Contact List

47F	9377 2100			47F	47 L Chief Executive Officer Moonee Valley City Council PO Box 126	Moonee Valley City Council
	9518 3466			1	47 Chief Executive Officer Monash City Council PO Box 1 Glen Waverley 3150	Monash City Council
	9746 0879				47F Chief Executive Officer Melton Shire Council PO Box 21 MELTON VIC 3337	Melton Shire Council
M 14	9687 7793				47F Criter Executive Officer Maribymong City Council PO Box 58 FOOTSCRAY 3011	Maribyrnong City Council
12	9840 9466				47 F Chief Executive Officer PO Box 1	Manningham City Council
	542203623				Cnier Executive Omcer Macedon Ranges Shire Council PO Box 151 KYNETON VIC 3444	Macedon Ranges Shire Council
	9309 0285				7 Chier Executive Orficer Hume City Council PO Box 19 DALLAS VIC 3047	Hume City Council
	9932 1039				47F Chief Executive Officer Hobsons Bay City Council P O Box 21 ALTONA VIC 3018	Hobsons Bay City Council
PA's Email	Fax	Phone	Personal Asst	Greeting	Name	Council

Council	Name	Greeting	Personal Asst	Phone	Fax	PA's Email
	MOONEE PONDS VIC					
Moreland City Council	Executive Officer and City Council ed Bag 10 ELAND VIC 3058	47F			9240 1195	
Stonnington City Council	Chief Executive Officer Stonnington City Council PO Box 21 PRAHRAN VIC 3181				8290 1105	
Surf Coast Shire Council	47F					
	PO BOX 350 Torquay VIC 3228					
Yarra City Council	47 F Chief Executive Officer Yarra City Council				9205 5159	

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Community Chef

Council	Postal Address	Greeting	Phone	Fax	email
Banyule City Council 275 Upper Heidelberg Road IVANHOE VIC 3079	4 7 L Director Community Programs Banyule City Council PO Box 51 IVANHOE VIC 3079			9499 9475	
Bayside City Council	4 L Group Manager Community Services PO Box 27 Sandringham VIC 3191				
Boroondara City Council	47F	1		9278 4848	
	Private Bag 1, Camberwell Victoria 3124				
Brimbank City Council Alexandra Avenue SUNSHINE VIC 3020	4 L General Manager Community Wellbeing Brimbank City Council PO BOX 70 SUNSHINE VIC 3020			9249 4351	
Casey City Council	47 Director Community services P O BOX 1000 Narre Warren 3805				
Greater Dandenong City Council 397-405 Springvale Road SPRINGVALE VIC 3171	47F Currector Community Services Greater Dandenong City Council PO Box 200 DANDENONG VIC 3175	47F		9239 5336	
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Manningham City Council 699 Doncaster Road DONCASTER VIC 3108	Macedon Ranges Shire Council 129 Mollison Street KYNETON VIC 3444	Hume City Council 1079 Pascoe Vale Rd BROADMEADOWS VIC 3047	Hobsons Bay City Council 115 Civic Parade ALTONA VIC 3018	Greater Geelong City Council 103 Corio Street GEELONG VIC 3220	Darebin City Council 274 Gower Street, PRESTON VIC 3072	Council
47 L Chief Executive Officer PO Box 1 DONCASTER VIC 3108	47 Director Community Wellbeing Macedon Ranges Shire Council PO BOX 151 KYNETON VIC 3444	47 L Manager, Aged & Health Services Hume City Council PO Box 119 DALLAS VIC 3047	 47 L Director Organisation Development Hobsons Bay City Council PO Box 21 ALTONA VIC 3018 	47F General Manager Community Services Greater Geelong City Council PO Box 104 GEELONG VIC 3220	47 F General Manager Communities and Culture Darebin City Council PO Box 91 PRESTON VIC 3072	Postal Address
17F						Greeting Phone
)840 9466	;4 22 3623)302 2839	932 1039	3227 0737)261 4831	Fax
47F						email

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Council	Postal Address	Greeting	Phone	Fax	email
Maribyrnong City Council Comer Hyde & Napier Streets FOOTSCRAY VIC 3011	47 F General Manager, Community Well-Being Maribyrnong City Council PO Box 58 FOOTSCRAY VIC 3011			9687 7793	
Melton Shire Council 232 High Street MELTON VIC 3337	47F Methon Shire Council PO Box 21 MELTON VIC 3337			9747 7374	
(CEO is shareholder Rep - he has nominated v 4 N la council report) DO NOT INCLUDE IN MAJUNG LIST	Chief Executive Officer Melton Shire Council PO Box 21 MELTON VIC 3337			9743 9970	
	4 L Moonee Valley City Council PO Box 126 MOONEE PONDS VIC 3039			9252 4047	
Moreland City Council 90 Bell Street COBURG VIC 3058	47F Moreland City Council Locked Bag 10 MORELAND VIC 3058			9240 1212	
Monash City Council 293 Spgringvale Road GLEN WAVERLEY VIC 3150	47F Director community Services Monash City Council PO Box 1 GLEN WAVERLEY VIC 3150	47F		9518 3444	47F

Council	F.	6unaaro	TIONE	rax	email
Port Phillip Council	47 General Manager Corporate Services Private Bag No 3 P O St Kilda's Vic 3182			0419 116 863	
Surf Coast Shire Council	47 Director Sustainable Communities P O BOX 350 Torquay Vic 3228			5261 6625	
Stonnington City Council Corner of High Street & Glenferrie Road MALVERN VIC 3144	General Manager Social Development Stonnington City Council PO Box 21 PRAHRAN VIC 3181			8290 1198 (shared fax)	
Yarra City Council 333 Bridge Road RICHMOND VIC 3121	47F 47F 47F 47 47 47 47 47 47 47 47 47 47			8417 6666	-

COMMUNITY	
CHEF	
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47F										47F Chairperson		Name
Production Manager	Manager, Aged and Disability Services	Operations Manager Regional Kitchen Group	CEO – Community Chef		Victorian State Manager Regis Group	Chief Executive Mind Australia		CEO Greater Dandenong City Council	CEO Darebin City Council	on CEO Hobsons Bay City Council		e Council
P O Box 496 WILLIAMSTOWN 3016	PO Box 200 DANDENONG Vic 3175	P O Box 496 WILLIAMSTOWN 3016	P O Box 496 WILLIAMSTOWN 3016	BOAL	Level2, 615 Dandenong Road PO Box 8373 Armadale 3143	86 - 92 Mount St PO Box 592 HEIDELBERG 3084	397 Springvale Road Springvale VIC 3171	P O BOX 200 DANDENONG VIC 3175	P 0 BOX 91 274 Gower Street PRESETON VIC 3072	P O Box 21 ALTONA 3018		Address
47F				~							BOARD	Personal Assistant
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Name						1								
Council		CEO Hobsons Bay City Council	Director community Programs Banyule City Council	CEO	Hume City Council		Chief Executive Mind Australia	Victorian State Manager Regis Group			CEO – Community Chef	Operations Manager Regional Kitchen Group	Manager, Aged and Disability Services	
Address		P O Box 21 ALTONA 3018	P O B OX 51, Ivanhoe Vic 3079 , 44 Turnham Avenue, Rosanna 3084	PO BOX 119	DALLAS VIC 3047	1074 Pascoe Vale Road , Broad Meadows 3174	86 - 92 Mount St PO Box 592 HEIDELBERG 3084	Level2, 615 Dandenong Road	PO Box 8373 Armadale 3143	BOAR	P O Box 496 WILLIAMSTOWN 3016	P O Box 496 WILLIAMSTOWN 3016	PO Box 200 DANDENONG Vic 3175	P O Box 496
Personal Assistant	BOARD								47F	BOARD SUPPORT				
Direct Phone														
PA's Email	177277 · · · · · · · · · · · · · · · · ·													

REGIONAL KITCHEN BOARD - CONTACT LIST

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-				ŕF	Chief Executive Officer Hume City Council PO Box 19	
	9309 0285				ALTONA VIC 3018	Hume City Council
					Hobsons Bay City Council P O Box 21	
	9932 1039				4 L Chief Executive Officer	Hobsons Bay City Council
					PO Box 104 GEELONG VIC 3220	
	0661 0500				Chief Executive Officer Greater Geelong City Council	Council
	5007 0058			- 1	17	Greater Geelong City
					PO Box 91 PRESTON VIC 3072	
	9261 4850				4 F Chief Executive Officer	Darebin City Council
				1	Council PO Box 200 DANDENONG VIC 3175	
					Chief Executive Officer Greater Dandenong City	
	9239 5306				47F	Greater Dandenong City
	9598 4474				47 Chief Executive Officer Bayside City Council PO Box 27 SANDRINGHAM VIC 3191	Bayside City Council
					PO Box 51	
	9499 2482				47F	Banyule City Council
PA's Email	Fax	Direct Phone	Personal Assistant	Greeting	Name	Council
	-					

REGIONAL KITCHEN MEMBER COUNCILS CEOS - (PA's) Contact List

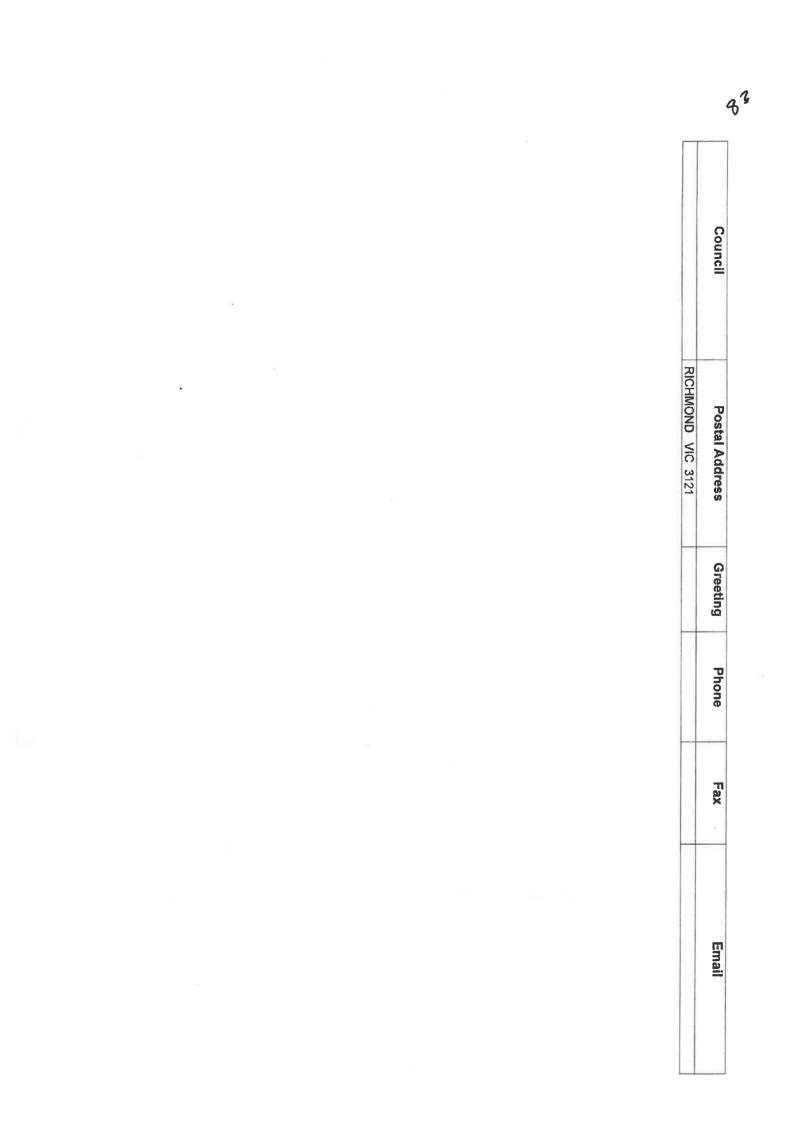
Council	Name	Greeting	Personal Assistant	Direct Phone	Fax	PA's Email
	DALLAS VIC 3047					
Metton Shire Council	47 L Chief Executive Officer Melton Shire Council PO Box 21 MELTON VIC 3337				9746 0879	
ey City (starting	Chief Executive Officer Moonee Valley City Council				9377 2100	
ہ 4 ہے late Jan U8)	MOONEE PONDS VIC 3039					
Moreland City Council	47F Cnier Executive Officer Moreland City Council Locked Bag 10 MORELAND VIC 3058				9240 1195	
Port Phillip City Council	47 Chief Executive Officer Private Bag No 3 P O St Kilda's Vic 3182				9534 9105	
Stonnington City Council	Chief Executive Officer Stonnington City Council PO Box 21 PRAHRAN VIC 3181				8290 1105	
Yarra City Council	-Chief Executive Officer				9205 5159	
		47F				
						171

S.	SHAREHULDER REPRESENTATIVES CONTACT	INIAINES			
Council	Postal Address	Greeting	Phone	Fax	Email
Banyule City Council 275 Upper Heidelberg Road IVANHOE VIC 3079	47 F Director Community Programs Banyule City Council PO Box 51 IVANHOE VIC 3079			9499 9475	
Bayside City Council	47F Group wanager community PO Box 27				
	F				
Greater Dandenong City Council 39 Clow Street DANDENONG VIC 3175	Director Community Services Greater Dandenong City Council PO Box 200 DANDENONG VIC 3175			9239 5336	
Darebin City Council 274 Gower Street, PRESTON VIC 3072	477 General Manager Corp Services Darebin City Council PO Box 91			8470 8877	
Greater Geelong City Council 30 Gheringhap Street GEELONG VIC 3220	General wanager community			5227 0737	
	Greater Geelong City Council PO Box 104 GEELONG VIC 3220				
Hobsons Bay City Council 115 Civic Parade ALTONA VIC 3018	4 7 L Director Business & Finance Hobsons Bay City Council PO Box 21 AI TONA VIC 3018			9932 1039	
Hume City Council 1079 Pascoe Vale Rd BROADMEADOWS VIC 3047	Chief Executive Officer Hume City Council PO Box 119 DALLAS VIC 3047			9309 0109	
Melton Shire Council	47F	47F		9747 7-374	
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Regional Kuthen Pty Ltd

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	Yarra City Council 4 L 333 Bridge Road Direc RICHMOND VIC 3121 Yarra PO E PO E	Stonnington City Council Corner of High Street & Glenferrie Road MALVERN VIC 3144 PP	Port Phillip Council Ge Pri Po	Moreland City Council 90 Bell Street COBURG VIC 3058 Lo Ma	Moonee Valley City Council Ma 9 Kellaway Avenue Ma MOONEE PONDS VIC 3039 PC Ma	(ceo is shareholder rep but has nominated or 4 > Lcouncil 01 PC PC March 12 PC	232 High Street MELTON VIC 3337 PC Ma	Council
	a City Cound 30x 168	4 7 L General Manager Social Development Stonnington City Council PO Box 21 PRAHRAN VIC 3181	4 7 L General Manager Corporate Services Private Bag No 3 P O St Kilda's Vic 3182	4 7 L Manager Internal Audit Moreland City Council Locked Bag 10 MORELAND VIC 3058	Mayor, Cr Paul Giuliano Mayor Moonee Valley City Council PO Box 126 MOONEE PONDS VIC 3039	4 7 L Olid Executive Officer Melton Shine Council PO Boy 24 MELTON VIC 3337	Manager Corporate Services Metton Shire Council PO Box 21 MELTON VIC 3337	Postal Address
								Greeting Phone
F	8417 6666	8290 1198 (shared fax)	0419 116 863	9240 1212	9377 2100	9743 9970		Fax
								Email



ATTACHMENT 3

Food service Cooking up a REVOLUTION

A kitchen under construction in Melbourne's west is modelling its future on French ingenuity to change the nature of Meals on Wheels food production. **Tim Dixon** reports.

his time next year, a group of at least 16 Victorian councils will be launching an innovative Meals on Wheels operation that has the potential to revolutionise the food service industry in this country. At the centre of the project is a \$30 million

regional kitchen in Melbourne's Altona that will produce up to 1.6 million meals a year. The facility will feature a groundbreaking new design that is expected to drastically reduce greenhouse gas emissions while improving infection control and staff comfort.

It is a massive undertaking and may seem a little risky but the project actually began as part of an attempt to minimise risk. Back in 2004, ifobsons Bay Gouncil in Melbourne's west raised concerns with fellow requests for vulnerable populations. It soon found out that other councils were facing challenges in delivering Meals on Wheels services as well. Those without their own kitchens were having trouble sourcing third party meal providers and when they did, they were often unbaptly with the quality and the variety. And the councils that had retained older kitchens faced the prospect of costly facility upgrades. Around the same time, the Municipal Association of Victoria finalised a report on behalf of the state government which questioned the quality and matritional value of home delivered meals services.

Faced with these issues, 15 councils mainly from Melbourne's north and west formed a coalition to see if it would be possible to develop a joint catering solution. Following a favourable feasibility study, the coalition produced a business plan and the Community Chef initiative began.

In the early stages of the project, plans for the joint kitchen were proceeding conventionally. But that all changed when Hayden Raysmith came on board as interim CEO in 2007. Soon after his appointment, Raysmith sent a chef and an engineer on a tour through continental Europe. Scandinavia and the USA to identify the best practices in commercial cooking. When they returned, both the chef and the engineer were raving about a unique approach to kitchen design they had seen in France.

Created by Parisian architect, François Tesnière, the 2zones2 kitchen model barely resembles a traditional kitchen. To niininise cross contamination, the kitchen is divided into four specific areas where distinct stages of the food production process are carried out. The first zone is the solled zone where goods



TOP: A concept drawing of the groundbreaking Community Chef altchen. ABCVE: Left to right: Michael Ulbrick, CEO Barebin Chy Council; Bill Jaboor, CEO Hobeons Bay City Council; Monique Kelly, Darebin Council; Gabriel Gaté. Cealabrity Chef; Hayden Raysmith, CEO Community Chef; arrive and are removed from their bulk packaging. The food then moves to the mixed zone where it is 'fragilised', or made fragile. At this point, all protective packaging and peels are removed so that the food is ready to be cooked. After the 'fragilisation' the food is taken to the ultra-clean zone where all the cooking takes place and from there it moves to the clean zone where it is packaged and stored ready for dispatch.

Kitchens designed using this model are generally a third smaller than a normal kitchen with the same output, reducing the distance that food is carried and minimising the risk of contamination. All food is passed through the kitchen in refrigerated stainless steel containers which are suspended from a network of rails that run across the celling. Although Tesnière's design has no internal walls, the design ensures that all food moves in a clear, linear pattern.

"The food flow is very clear," says Tesnière. "It is always going forward in the same direction and it never comes back. Cross contamination is a big issue in food. production and the biggest risk is not when you are using the cooking equipment but when you are transporting the food. By keeping that flow as straight and as short as recisible we can significantly reduce the risk."

One of the most

unconventional – but environmentally friendly aspects of Tesndère's Altona kitchen is that it does not include any walk-in cool rooms. Instead the kitchen contains a chilled passthrough cabinet to receive the raw food and a similar one at the other end of the process to store the finished product. As Tesniere explains, this means aignificant power savings.

"In a traditional cool room half of the footprint has no food stored in it and it is only used for circulation," he says "Yet you continue to chill this volume in the same condition as if you were using it for food storage. In effect, you spend half your money chilling a corridor which is ridicalous. So in this design we have worked a lot on energy consumption."

Further energy savings nave been made in the food preparation area, where the approach to cooling has been reinvented.

"Normally when you are preparing food that needs to be kept cool, you chill the whole room to 10 degrees and that wastes a lot of rower," Tesniere says, "In this case we have installed some motion detectors in the kitchen and when they sense activity around the bench. the temperature of the bench will automatically be chilled. This means that the cooks will work in a more comfortable environment but the food will remain safe because the bench area will be maintained at 10 degrees. It also means that energy usage will be ten times lewer than in a normal food preparation area."

In another unusual step, food produced in the industrial kitchen will be pasteurised, rather than frozen, to prolong shelf life. Tesmère concedes that pasteurisation is not a new technique but he says it is unrommon to see it applied in this type of facility. He believes that by using the process, it will be possible to store some meals for up to 30 days.

The Community Chef kitchen is just the seventh in the world to be built according to Tesnière's design and it will be the largest of its type. A total of \$15 million in state and Commonwealth funding has now been poured into the project and the first soil was turned on the site in August.

Adding another French connection to the project, celebrity chef Gabriel Gatè has been brought on board as the project's patron and he has contributed ideas to the menn. But the facility won't just be producing French recipes. Raysmith says a wide range of meal choices is an important part of the project. The Altona kitchen will produce six three course options each day along with halal, kosher and modified diet variations.

"Gabriel has been very helpful," Raysmith says. "He contributed his time pro bono and having him as a solunding board has been most helpful. It is also part of an attempt to lift the image of Meals on Wheels. We don't want it to be seen just as a welfare program or something providing an inferior product. We want to make it attractive to our end users and consumers."

The Community Chef project is also aiming to set new standards in employment. Raysmith says the coalition hopes to produce a workplace agreement that will offer staff members flexibility and opportunities to advance their careers. It will also allocate 15 per cent of the positions to disadvantaged workers through job placement agencies. q'

We hope the philosophy behind the green aspect of the project will flow over into other areas," says Raysmith. "It's certainly exciting to be pioneering something like this and everyone working on the project is excited by it. It really by very burovative and new.

"As CEO it raises my anxiety levels about making sure it really works. I am constantly thinking horther ahead about how to ridigate the risks, how to ensure we meet all our targets and how to deliver on the expectations that people will have of the service. I think it will revolutionise not only Meals on. Wheels but all food production for this sort of purpose."

PAST FACTS. COMMUNITY CHEP PROJECT Tetal project cost: \$24 million Number of dishes on menu: 190 Annual meal output: 1.6 million Number of jobs created by the project: 66 FTE Number of participating councils: 16 [Banyule, Brimbank, Darabin, Greater Geolog, Greater Dendenong, Hobcons Bay, Hume, Macadon Ranges, Marningham, Meribymong, Melton, Macnee Valley, Moriash, Moreland, Stonnington and Yama]. 10 more are considering becoming shareholdars.

More grapes, less gripes.

Elawour Creations' Functional faires are designed for both displayed and standard consumption. They provide specific dictary benefits as well as all the fabilious flavour we're renowned for. And in this regard our **Dark Grape Juice is a superstar!**

Consistently voted the best flavour in our range, and attlising the Concord variety of dark grapes, this Readysta-Drink powerlinuse is also linked with a host or amazing health benefits.

So, it you to socking a Ready-to-Drink solution that care do it all, or just looking for a great flavour to liven up your clients' fluid intolethen we've made the answer simple.

Flavour Creations, Solutions, that's what we're here for, Be very grapoful,

2.7 Morestan Strift Eteathyraed Old 4110 7 D2 4870 (400) _ F D7 4870 (91) F saless flancaur manipulsa contau F saless flancaur manipulsa contau the dictary benefits reed for. And in this ge, and attilising the Drink powerlandse is fits. That can do it all, or clients' third initials.



Regional and Local Community Infrastructure Program – Strategic Projects RLCIP-SP Supplementary Reporting Pack

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Progress reporting - Items 2.4, 3.2 & 3.3 of the schedule to the Agreement

This template has been provided for the purpose updating details of receipts and expenditure of RLCIP-SP funds and other contributions where:

- a Progress Report has been previously applied;
- Milestones associated with that Progress Report had been met but insufficient expenditure had been incurred to justify making of the payment connected with that Milestone; and
- Sufficient expenditure and/or commitment has now occurred to warrant payment of the withheld Funding instalment.

Submitting reports

Please submit reports by email to <u>*ainfrastructure.gov.au, attaching any evidence of progress such as photographs and copies of promotional materials as appropriate.*</u>

SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE RLCIP-SP FUNDING

For the period: 1/7/2009 to 31 January 2010

•	GST registered recipients: report receipts and expenditure exclusive of GST
•	Expenditure: Report cash payments made in the "Actual Expenditure" column. Commitments should be noted in the "Committed Expenditure" column. (NB: A commitment is defined as a legal obligation by the Funding Recipient to make a financial payment to another entity (such as a
	contractor) in the future for a portion of the Activity as prescribed in the Milestone descriptions. For the Funding Recipient to be eligible for payment of a Funding instalment, a commitment must be supported by documentation (such as a Schedule of Payments set out in a contract or an invoice) requiring the Funding Recipient to make the financial payment, due during the period prior to the submission of the next Progress Report for which a payment to the Funding Recipient is payable.)
•	Please complete shaded fields
	otal amount of Funding provided through RLCIP-SP to date: \$5,400,000
	the last Progress Report submitted, were all Milestone requirements met?
Ye	
Wa	as the report approved but the payment withheld due to insufficient expenditure?
Ye	es: No: 🖂
	ere any commitments to pay suppliers using RLCIP-SP funds reported in the last submitted Progress eport?
Ye	es: 🛛 No: 🗌
Ha	ave these payments now been made?
Ye	es: 🛛 No: 🗌
	"Yes", please provide evidence of payment of commitment. If "No", please state the reason below wh is commitment has not yet been paid.

As attached, Metromotion \$34,700 (Excl GST) and Williams Boag \$12,500 (Excl GST)

SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE RLCIP-SP FUNDING (Cont'd)

Receipts			\$
RLCIP-SP Funding received			5,400,000
Interest on RLCIP-SP Funds ¹			88,709
Total receipts:			(A) 5,488,709
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement \$	Committed Expenditure \$	Actual Expenditure \$
Construction/Fitout	6,000,000	693,386	3,413,139
Plant/Equipment Purchase	1,853,169	332,043	357,264
Plant Equip Hire lease	1,146,831		
Total, expenditure + commitments:	\$9,000,000	(B) \$1,025,429	(C) \$3,770,403
Balance, RLCIP-SP funds on hand (A-(B+C)):			\$692,877

¹ Interest earned on *RLCIP-SP* Funds as received in your separate bank account *or* an appropriate allocation.

Appendix 7.18 RLCIP-SP Supplementary Statement of Receipts and Expenditure v2.03 26 October 2009

SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

For the period: 1/7/2009 to 31 January 2010

- GST registered recipients: report all amounts exclusive of GST
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement \$ GST exclusive	Receipts \$ GST exclusive	Expenditure \$ GST exclusive
 Hobsons Bay City Council Banyule City Council Brimbank City Council Greater Dandenong City Council 				
 Darebin City Council Greater Geelong City Council Hume City Council 	Wages, salary and			
 Macedon Ranges Shire Council Maribymong City Council Melton Shire Council Moonee Valley 	superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant			
 Moonee Valley City Council Moreland City Council Stonnington City Council Yarra City 	equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance	\$4,051,408	\$549,994	

				14
Council				
·				
Department of	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest			
Human Services	on bank loans.		\$6,000,000	
Borrowings and Finance Leases		\$10,919,000	a de la sue	
		中的目的	nie arginisti us	
		and an alter		

CERTIFICATION

Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Local Government and Hobson Bay City Council for Regional Kitchen Project executed on 24 June 2009 (the Agreement), I certify that:

- 1. All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- 2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.

47F	
Signed	Name
	Mr William Jaboor
Date	Title
22 February 2009	Chief Executive Officer
	Hobsons Bay City Council

This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.



Hobson's Bay City Council - Regional Kitchen Project (2SP-740)

Consideration of Supplementary Information to support the Fourth Progress Report

On 17 March 2010 Hobson's Bay City Council provided copies of four invoices from contractors requiring payment by the end of March 2010 as evidence to support their request that the third funding instalment be paid. This payment had been withheld by the Department in February 2010 because Council has not made sufficient expenditure first two payment to warrant further funding.

Council has received RLCIP-SP funding of \$5.4m to date and reported in their February 2010 progress report that they had expended funds of \$3,770,403.

In their email of 17 March 2010 Council have provided copies of four invoices requiring payment of approximately \$1,841,278.42 by end March 2010. These commitments are expected to result in expenditure of RLCIP-SP funds of \$5,611,681.42 being incurred by the Council by end March 2010.

The first invoice is from Vaughn Constructions **Pty** Ltd for \$1,315,136.80 and has a due date of 29 March 2010.

The other three invoices are from G. Mondini, an Italian company that has been contracted to provide plant and equipment for the new kitchen facility. This company has provided three separate invoices in Euros and total 32,850 Eur (\$48,854.52 Australian Dollars); 160,465 Eur (\$238,643.55 Australian Dollars); and 160,465 Eur (\$238,643.55 Australian Dollars) respectively. The conversion of these invoices to Australian Dollars is based on exchanges rates valid today, 18 March 2010, and is subject to change.

It is considered that Hobson's Bay City Council has provided sufficient evidence to demonstrate that all of their first and second funding instalments of \$5.4m will be very likely to be expended by the end of March 2010 and that the Council has an indentified need to receive their third funding instalment of \$1.8m as soon as possible to avoid any shortfall in funding.

It is recommended that the Hobson's Bay City Council be forwarded their third funding instalment of \$1.8m.

RECOMMENDATIONS

Case Manager: 47F	
Case Manager's recommendation for release of thircat funding instalment	Approved
Date: 18 March 2010	Signature:

Team Leader: 47F	47F
Team Leader's recommendation for release of next	Approved Not Approved
payment Date: 03/2010	Signature:
Salafier Mitestere 5 hos bear	completed satisfactorily & that which I with commitments, os evide ment of the third instal. 47F B/3/10.

Background

Hobson's Bay City Council was approved for funding of \$9m to construct a regional kitchen facility as a meal production facility to deliver meals to fourteen municipality areas in the region. Council has received two funding instalments totalling \$5.4m to date.

3

Council provided their fourth progress report on 10 February 2010 and it was assessed by Deryn Gardner on 23 February 2010. The Council had met the requirements of the milestones but had reported expenditure against RLCIP-SP funds of only \$3,770,403.

The Department advised Council on 24 February 2010 that their report had been accepted but that the third funding instalment of \$1,800,000 could not be forwarded as insufficient expenditure against the first and second instalments had been incurred.

Harrison Emma

From:	
Sent:	
To:	
Subjec	:t:
Attach	

Wednesday, 17 March 2010 3:59 PM

FW: Regional Kitchen Strategic Project 740 Documentation [SEC=UNCLASSIFIED] Regional Kitchen Project.pdf; ATT00001..txt

136

47F

Can you look over this one? 47F has already assessed the original report – this is just a follow-up to confirm expenditure and commitments and that they are ready for the third payment. From the quick glance I'd had, it looks like they are good for it. I'd like to pay this as soon as we can – they are a good council and they are keen to keep things moving on the project.

Ta.

s 47F

from: ^{47F} phobsonsbay.vic.gov.au]
Sent: Wednesday, 17 March 2010 15:31
To: ^{47F}
Subject: Regional Kitchen Strategic Project 740 Documentation

47F

47F

Hi ^{47F}

As discussed with ^{47F} lease find attached the Regional Kitchen Strategic Project documentation.

The document was forwarded to you but directly from the CEO's PA, so you may not have realised this was coming from 47F

It would be very much appreciated if you can please look into this and advise when you may think we will receive funding.

Thanks so much for your assistance.

47F

<<Regional Kitchen Project.pdf>>

47F

Regional Kitchen Group

Level 1, 104 Ferguson St, Williamstown VIC 3016 PO Box 496 Williamstown VIC 3016

<< File: RLCIP documentation - Strategic Project 740 Progress Report 4 Progress Payment.pdf >> Good morning 47F

Signed documents as requested.

Regards,

47F

47F

Personal Assistant to the Chief Executive Officer Hobsons Bay City Council 115 Civic Parade, Altona VIC 3018 47F

vic.gov.au W: www.hobsonsbay.vic.gov.au



1 7 MAR 2010

5 March 2010

47F

Team Leader Department of Infrastructure, Transport, Regional Development & Local Government GPO Box 594 CANBERRA ACT 2601

Ask for: Telephone: Chief Executive's Office 47F

47F Dear

REGIONAL KITCHEN – STRATEGIC PROJECT 740 PROGRESS REPORT 4 – PROGRESS PAYMENT

Reference is made to your 24 February 2010 email and subsequent telephone conversation with 47F from the Regional Kitchen Office.

As evidence of further committed funds is attached, I request that the withheld progress payment is released.

If at any time you have any comments or questions relating to the Regional Kitchen progress reports, please contact 47F on 47F (direct) or via email 47F Dhobsonsbay.vic.gov.au,

47F Bill Jaboar

CHIEF EXECUTIVE OFFICER

Regional and Local Community Infrastructure Program – Strategic Projects RLCIP-SP Supplementary Reporting Pack

Progress reporting - Items 2.4, 3.2 & 3.3 of the schedule to the Agreement

This template has been provided for the purpose updating details of receipts and expenditure of RLCIP-SP funds and other contributions where:

- a Progress Report has been previously applied:
- Milestones associated with that Progress Report had been met but insufficient expenditure had been incurred to justify making of the payment connected with that Milestone; and
- Sufficient expenditure and/or commitment has now occurred to warrant payment of the withheld Funding instalment.

Submitting reports

Please submit reports by email to 47F <u>a infrastructure.gov.au</u>, attaching any evidence of progress such as photographs and copies of promotional materials as appropriate.

SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE RLCIP-SP FUNDING

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For the period: 1/7/2009 to 31 January 2010

GST registered recipients: report receipts and expenditure exclusive of GST
• Expenditure: Report cash payments made in the "Actual Expenditure" column. Commitments should be noted in the "Committed Expenditure" column. (NB: A commitment is defined as a legal obligation by the Funding Recipient to make a financial payment to another entity (such as a contractor) in the future for a portion of the Activity as prescribed in the Milestone descriptions. For the Funding Recipient to be eligible for payment of a Funding instalment, a commitment must be supported by documentation (such as a Schedule of Payments set out in a contract or an invoice) requiring the Funding Recipient to make the financial payment, due during the period prior to the submission of the next Progress Report for which a payment to the Funding Recipient is payable.)
Please complete shaded fields
Total amount of Funding provided through RLCIP-SP to date: \$5,400,000
In the last Progress Report submitted, were all Milestone requirements met?
Yes: No:
Was the report approved but the payment withheld due to insufficient expenditure?
Yes: No:
Were any commitments to pay suppliers using RLCIP-SP funds reported in the last submitted Progress Report?
Yes: 🖾 No: 🗌
Have these payments now been made?
Yes: No:
If "Yes", please provide evidence of payment of commitment. If "No", please state the reason below why this commitment has not yet been paid.
Copies of invoices attached.
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SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE RLCIP-SP FUNDING (Cont'd)

Receipts			S.
RLCIP-SP Funding received			5,400,000
Interest on RLCIP-SP Funds1			\$8,709
Total receipts:			(A) 5.488.709
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement §	Committed Expenditure \$	Actual Expenditure \$
Construction/Fitout	6.000,000	1.783,492	3,413,139
Plant/Equipment Purchase	1,853,169	332,043	357,264
Plant Equip Hire lease	1,146,831	-	
Total, expenditure + commitments:	\$9,000,000	(B) 2,115,535	(C) \$3,770,403
Balance, RLCIP-SP funds on hand (A-(B+C)):			(\$397,229)

⁴ Interest earned on *RLCIP-SP* Funds as received in your separate bank account or an appropriate allocation.

33

SUPPLEMENTARY STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

For the period: 1/7/2009 to 31 January 2010

- GST registered recipients: report all amounts exclusive of GST
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date

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• Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement S GST exclusive	Receipts \$ GST exclusive	Expenditure \$ GST exclusive
 Hobsons Bay City Council Banyule City Council Brimbank City Council Greater Dandenong City Council Darebin City Council Greater Geelong City Council Hume City Council Hume City Council Macedon Ranges Shire Council Maribymong City Council Melton Shire Council Moreland City Council Stonnington City Council Yarra City 	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, lavat & compliance	\$4,051,408	\$549,994	
- I ALLA LLY	legal & compliance		\$347,774	with the second difference of the second

Appendix 7.18 RLCIP-SP Supplementary Statement of Receipts and Expenditure v2.03 26 October 2009

Council				
Department of	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest			
Human Services Borrowings and Finance Leases	on bank loans. Wages, Salary and Superannuation, Training, Operating Costs, Materials, insurance and office expenses, Construction/ Fit-out, Plant Equipment purchase, Plant Equipment hire/lease, Project Management, Consultants, contractors, professional fees, legal & compliance, Other costs – Interest on bank loans.	\$6,000,000 \$10,919,000	\$6,000,000	

13V

Appendix 7.18 RLCIP-SP Supplementary Statement of Receipts and Expenditure v2.03 26 October 2009

CERTIFICATION

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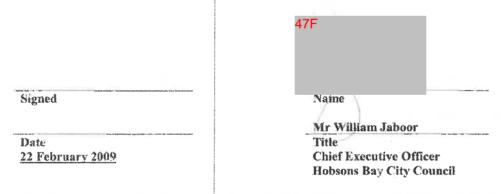
Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Local Government and Hobson Bay City Council for Regional Kitchen Project executed on 24 June 2009 (the Agreement), I certify that:

- All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- 2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.

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This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

Council				
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	Wages, salary and superannuation,			
la su	training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees,			
	legal & compliance,		and the second sec	
Department of	Other costs - Interest			
Human Services	on bank loans.	\$6,000,000	\$6,000.000	and the second
Borrowings and Finance Leases	Wages, Salary and Superannuation, Training, Operating Costs, Materials, insurance and office expenses, Construction/ Fit-out, Plant Equipment purchase, Plant Equipment hire/lease, Project Management, Consultants, contractors, professional fees, legal & compliance, Other costs – Interest on bank loans.	\$10,919,000		
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No. 197	PK #00			n and a state of the

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For Office Use Only Has the funding recipient confirmed, to our satisfaction, the completion of all the activities of the Milestone associated with this payment?	Yes		No	
Are we satisfied with the progress of the project?	Yes		No	
If no, what action is to be taken:				
and and and and and and and and				
Has sufficient expenditure been made and commitments been confirmed that will allow this payment to be made?	Yes		No	
Contract Manager's recommendation of release of next payment:	Yes		No	
Comments				
Contract Manager	T	Date		
				- 12
Team Leader's recommendation of release of next payment:	Yes		No	
Comments:				
Team Leader	I)ate		
		rlar		
Signed (Section Head)				
Name				

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Payment Approved/ Not Approved

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Date

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PTY.LTD. ABN 26 004 334 543			
	T,	AX INVOICE 09-921 PC	7
Regional Kitch	en Pty Ltd	DATE O	F ISSUE: 19/02/2010
29-31 Sunhill F	Road	DA	ATE DUE: 29/03/2010
Mt Waverley V	IC 3149	07	NA Sun Satisfan Sans - ELGI (NGI ELG NO
ABN:	78130471206		
FAX NO:	98074063		
ATTENTION:	47F		
CONTRACT:	Regional Kitchen		
SUBJECT:	TAX INVOICE No:	7	
Original	Contract Sum:	\$8,103,700.00	
-	iation Issued:	\$240,526.60	was a
Revised	Sum:	\$8,344,226.60	Plus GST 10%
Total Cla	limed to Date:		\$3,689,015.82
Plus Var	ations Completed to	Date:	\$157,135.00
		Sub Total	\$3,846,150.82
Less Pro	gress Claims Issued	1 - 6:	\$2,650,571.91
This proc	ress Claim No: 7		\$1,195,578.91
and an and a second		Plus GST 10%:	\$119,557.89
TOTAL	THIS PROGRESS CL	AIM NO: 7	\$1,315,136.80
This is a payn	ient claim under the	Building and Construction Industr	ry Security of Payment Act 2002.
		Yours Fait	thfully,
Son - See Security, See Security or an an		Vaughan	Constructions PTY LTD
For EFT Payment	»: Australia Bank	47F	
BSB: 083 091 Account: 51516 95			
		s 47F	
		CONSTRU	JCTIONS MANAGER
		Melbourne	Sydney
		103 Pelham Street Post Office Box 98	9a Commercial Road Kingsgrove NSW 2208
		Carlton South Vic 3053	Post Office Box 451 Kingsgrove NSW 1480
		Telephone: <mark>47F</mark> Facsimile: 03 9347 6130	Telephone 47F Facsimile: 02 9502 4463
ESTABLISHE	D 1955	Web Page: www.vaughans.com.au	1 GUONNIC, VZ 3002 4403

Web Page: www.vaughans.com.au

ESTABLISHED 1955

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Page 1 of 3

Web Page: www.vaughans.com.au

PROJECT: Regional Kitchen Pty Ltd TRADE ANALISYS FOR CLAIM No: 7 DATE OF ISSUE: 19/02/2010

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JOB NO: 09-921

DATE DUE: 29/03/2010



TRADE	TRADE TOTAL (\$)	COMPLE TED (%)	CLAIMED (\$)
Earthworks	\$82,605.00	100%	\$82,605.00
Concrete	\$799,336.00	71%	\$567,528.56
Structural Steel	\$673,403.00	98%	\$659,934.94
Sandwich Panels	\$556,092.00	35%	\$194,632.20
Metalwork	\$296,129.00	6%	\$17,767.74
Plastering	\$239,763.00	10%	\$23,976.30
Roofing	\$505,857.00	92%	\$465,388.44
Plumbing	\$494,328.00	79%	\$390,519.12
Fire Services	\$223,802.00	65%	\$145,471.30
Mechanical Services	\$850,296.00	23%	\$195,568.08
Refrigeration Services	\$1,302,484.00	16%	\$208,397.44
Electrical Services	\$1,003,725.00	28%	\$281,043.00
Floor Finishes	\$131,432.00	0%	\$0.00
Painter	\$43,526.00	0%	\$0.00
Asphalt	\$60,707.00	0%	\$0.00
Preliminaries	\$415,762.00	75%	\$310,737.00
Drainage	\$148,415.00	98%	\$145,446.70
Windows	\$148,014.00	0%	\$0.00
Joinery	\$128,024.00	0%	\$0.00
ORIGINAL CONTRACT SUM	\$8,103,700.00		
TOTAL CLAIMED TO DATE FROM ORIGINAL CONT	RACT SUM		\$3,689,015.82



PROJECT: Regional Kitchen Pty Ltd VARIATION SCHEDULE FOR PROGRESS CLAIM No: 7 DATE OF ISSUE: 19/02/2010

JOB NO: 09-921

DATE DUE: 29/03/2010

VAUGHAN CONSTRUCTIONS

NO.	DESCRIPTION	VARIATIO TOTAL (and the second second	CLAIMED (\$)
1	Changes to Tender Specifications	\$	00.00		\$0.0
2	Bench remediation works	\$125,89	5.00 1	00%	\$125,895.0
3	PS Reconciliation GeoTech Supervi	sion \$7,67	3.00 1	00%	\$7,678.0
4	Addditional Catwalk	\$29,97).60	0%	\$0.0
5	Refrigeration tank Sensors	\$2,47	5.00	0%	\$0.0
5	Services Reconciliation	\$12,50	7.00	0%	\$0.0
7	Operable Wall Support structure	\$4,51).00 1	00%	\$4,510.0
8	Hydraulic Rock excavation	\$11,55).00 1	00%	\$11,550.0
9	Roof Hatch & Access Ladder	\$7,48	00.00	0%	\$0.0
10	Additional Dual Head Hydrant	\$2,40	3.00	0%	\$0.0
11	Design changes to High Level Sprin	kler \$5,060	00.00	0%	\$0.0
12	Additional Chilled water pump works	\$\$21,290	6.00	0%	\$0.0
13	Epoxy floor coating upgrade	\$2,200	0.00	0%	\$0.0
14	Landscaping Conduits	\$7,50	2.00 1	00%	\$7,502.00
TOTAL	VARIATIONS	\$240,53	6.60		
TOTAL	CLAIMED TO DATE				\$157,135.0



Sede legitie: Cologne iBS) Italia - Via Brescia, n.5 Copitala Sociale Euro 153,400 i.v., Partia IVA (100006380986 - Codice Fiscale 01166480176 Registro implicate di Srascia n. 01166480176 - R.E.A. 238847 Talateno + 39 030 705600 - Fax + 39 030 7056250 www.ghonomi.com - c.mail: inte@gmondia.com INVOICE TO REGIONAL KITCHEN PTY LTD. ACN 130 471 206 LEVEL 1, FERGUSON STREET 3016 -WILLIAMSTOWN, VICTORIA - AU

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INVOICE TO

REGIONAL KITCHEN PTY LTD. ACN 130 471 206 LEVEL 1, FERGUSON STREET 3016 -WILLIAMSTOWN, VICTORIA - AU 23

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FILE NOTE

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Contact Persor..____ Council: Hobsons Bay City Council RLCIP-SP No.: 2SP-740 Project: Regional Kitchen Project File Note Date: 1/03/2010 17:07:37 File Note Type: Phone Action By: Actioned:

Note:

47F

F rang seeking clarification of obtaining the third payment, as they have recently been advised that they have not demonstrated sufficient need for the third payment.

I outlined the commitments process and advised that once they have invoices on hand which demonstrate the need for additional RLCIP-SP funds, they can submit a Supplementary Statement of Expenditure (given previous reporting lilestone requirements were met) and the payment can be processed promptly to meet their 14 day invoice cycle.

Team Leader endorsement	(escalated actions only):
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Signed by:

47F

From: Sent: Cc: Subject: 47F Wednesday, 24 February 2010 8:57 AM 47F New contact details [SEC=UNCLASSIFIED] r

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Good morning,

It is with regret that I write to tell you that Friday 26 February will be my last day in RLCIP. Due to staffing changes I am required elsewhere in the Department.

I would like to thank you all for your help and assistance over the last 4 months. I have immensely enjoyed working on your projects and I am sad to be leaving.

If I don't speak to you between now and Friday I would like to wish each of you good luck in the future. I also hope your projects continue to progress well, no doubt I will see some of them as they near completion in the Departments news headlines.

For all matters relating to your project after Friday please contact 47F 47F nfrastructure.gov.au

Kind Regards

47F

Regional Local Community Infrastructure Program (RLCIP) - Strategic Projects (\$550m) Local Government Programs Local Government & Regional Development Division Department of Infrastructure, Transport, Regional Development and Local Government

Ph: 47F

Fax

47F		
From: Sent: To: Subject:	47F Wednesdav. 24 February 2010 8:37 AM 47F Progress Report approved-payment withheld [SEC=UNCLASSIFIED]	\ ^{2¹}

Hi 47F

I'm writing to advise you that Hobsons Bay City Councils fourth Progress report (covering milestone 5) has been approved by the Department. However as this Progress Report is linked to a payment, the Department considers that there has been insufficient expenditure against the payments of \$5,400,000. Under Clause 4.6 of the Schedule of the Funding Agreement, the Department reserves the right to withhold any payments to Council until further expenditure of existing funds from the previous payment is either expended and/or committed.

Please note that Council can submit, in writing, a request for the Department to release the funds being withheld, with evidence of further expenditure and/or committed funding of the remaining funds from the previous payment.

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Please do not hesitate to contact me if you should have any questions.

Kind Regards 47F

Regional Local Community Infrastructure Program (RLCIP) - Strategic Projects (\$550m) Local Government Programs Local Government & Regional Development Division Department of Infrastructure, Transport, Regional Development and Local Government

47F	
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47F

From: Sent: To: Subject: Attachments: 47F @hobsonsbay.vic.gov.au] Monday, 22 February 2010 8:19 PM
 47F FW: Signed docs (A1137834) Signed docs.pdf; ATT00001..txt

H^{47F}

I refer to my email earlier today and attach below executed signature pages.

I am in a workshop all day tomorrow 23/2 however will check messages during breaks. Please do not hesitate to call if your require further clarification or assistance.

ve

47F

Operations Manager Regional Kitchen Group

Direct Line: 47F Mobile: Email: **sbay.vic.gov.au** Fax: (03) 9397 0110

Level 1, 104 Ferguson St Williamstown VIC 3016 PO Box 496 Williamstown Vic 3016

(Please note change of postal address)

From: 47F Sent: 22 February 2010 18:27 To: 47F Subject: Signed docs (A1137834)

<<Signed docs.pdf>>

APPROVAL OF PROGRESS REPORT (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

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Case Manager to complete:

SP No:	740
Funding Recipient Name:	Hobsons Bay City Council
Project Name:	Regional Kitchen Project
Milestone No:	5
File No:	09/9638
Progress Report due date	10 February 2010
Progress Report received date	17 February 2010 (extension to the 17th was approved prior)
Brief background of project	This project will deliver a large scale kitchen facility to be used to provide meals under the Home and Community Care (HACC) Program. The proposed kitchen facilities will produce up to 1.3 million meals each year for the aged and disabled across 14 partner councils in Victoria. It is expected that the facility could expand production capacity to up to two million meals per year.
Funding Agreement execution date	24 June 2009
Dates of approved variations	N/A

SUMMARY OF FUNDS

Total Funding Approved	Payment 1	Date Due	Date Paid	Payment 2	Date Due	Date Paid	Payment 3	Date Due	Date Paid	Payment 4	Date Due	Date Paid
9,000,000	\$3,150,000	24/6/09	24/6/09	\$2,250,000	27/11/2009	19/12/ 09	\$1,800,000	17/2/2010		\$1,800,000	21/6/2010	
Interest o	n RLCIP-SP	Funding		To 31/1/	10 \$88,709							

SUMMARY OF EXPENDITURE

How much RLCIP-SP funding has been expended?	\$3,770,403
How much RLCIP-SP funding has been committed?	\$1,025,429
How much of the Other Contributions to the project have been expended?	Nil
Were RLCIP-SP funds committed in the previous Report?	Yes: 🛛 No: 🗋
Has this commitment now been expended (paid)?	Yes: 🖾 No: 🗌
If "No", what reason has been provided as to why this commitment has not been paid:	
Is this explanation considered satisfactory? If "No", detail follow up action to be undertaken:	Yes: No: N/A

MILESTONE REPORTING

Assessment of the progress of this project against milestone requirements, noting any concerns and risks	All requirements under clause 2.5c of the schedule have been met. Council has not completed the external building works to lock up stage. It is due to be completed on 15 March. It has been delayed due to unforeseen soil rectification works. Council has advised that the overall construction schedule and completion dates are not affected by this new time frame due to buffers and contingency plans built into the oval project schedule.
Any additional comments regarding the progress of this project?	The Project is progressing extremely well. Council is very obliging and upfront.
Assessment of the receipts & expenditure table including whether funds are accounted for and whether funds including other contributions were expended against appropriate items in the agreed budget	
Any other comments regarding the assessment of this	
	1

Appendix 7.1 RLCIP-SP Progress Report Approval template v2.02 22 October 2001

APPROVAL OF PROGRESS REPORT (AS PER CLAUSE 11.1 -11.7 OF THE FUNDING AGREEMENT)

progress report. Summary of follow-up action:	Follow up with Council in a few weeks to see if they have expended any more funds so that the third payment can be made.
1	

RECOMMENDATIONS

Case Manager:	Deryn Gardner
Progress Report Approved by Case Manager?	Approved
Case Manager's recommendation for release of next	Not Approved
payment	
Date:	February 2010
Team Leader:	Greg Oehm
Progress Report Approved by Team Leader?	Approved / Not Approved
Team Leader's recommendation for release of next payment	This progress report is not a pre-requisite for a payment Approved Not Approved 47F
Date:	23 February 2010

Signed (Section He	ead)	
Name47	Ϋ́F	
Date		
Report	Approved/ Not Approve	ed
Payment	Approved/ Not Approve	ed

Payment unt supported. Insufficient expenditure. Satisfactory progress despite delays, pholographic evidence supples. Delays appear to have little input on groject timebraes 47F 22/2 2000,

Document 26

222.

REPORT 5 (V2) RC. 25/6/2010.

Community Infrastructure Program – Strategic Projects CIP-SP Reporting Pack (\$550m Progress Report No2) Revised Report

Progress reporting - Items 2.4, 3.2 & 3.3 of the schedule to the Agreement

This template has been provided for the purpose of meeting Your Progress Report reporting requirements under the *CIP-SP* funding agreement (the Agreement). Funding recipients are required to prepare reports using this template.

If Assets have been purchased using CIP-SP funding, You are also required to complete the Asset Register.

Submitting reports

Please submit reports by email to <u>RegionalGrants@infrastructure.gov.au</u> attaching any evidence of progress such as photographs and copies of promotional materials as appropriate.

Project Name: Regional Kitchen Project **SP Number:** 740 **Funding Recipient Name:** Hobsons Bay City Council **Report Date:** Original 18 June 2010 / revised 24/6/2010

Please complete the following report and return it via email to: RegionalGrants@infrastructure. ov.au by:

Attach any evidence of progress such as photographs, copies of promotional materials together with any other supporting documentation, as appropriate.

Milestone Number	Milestone Description (please list all milestones)	Date due	Date achieved
1	All requirements under Item 2.5(a) of the Schedule have been met.	23 June 2009	24 June 2009
2	 Evidence that is acceptable to Us: of the precise location of the site on which the Regional Kitchen will be constructed that clarifies the location of the land described at item 1.7 of this Schedule; of either of the following, as the case requires: that the site on which the Regional Kitchen will be constructed is not subject to inundation overlay; or that the site on which the Regional Kitchen will be constructed is subject to inundation overlay and the risk treatment You propose to manage this risk; of Your plans for the ongoing management and maintenance of the facility; that steps have been taken to transfer the title to the land described at item 1.7 (as clarified by You) of this Schedule to Regional Kitchen Pty Ltd; and that all co-funding has been secured. 	2 July 2009	27 July 2009
3	 Provision of: detailed specifications of the Activity, described in item 1.4 of this Schedule that further develops these requirements. The specifications must include, but need not be limited to, the dimensions, materials and costs of the structure that will constitute the Regional Kitchen building, and each part of that structure; and an up-to-date, detailed and accurate timeline for completion of the Activity; and Evidence that is acceptable to Us that: the required Government and all necessary approvals to commence the Project have been obtained, including a copy of the development application and approval; Council's lease and loan arrangements have been finalised; 	3 September 2009	23 July 2009

 - Activity Completion and an Occupancy Certificate or	January	
other certificate/s, certifying completion of the project to	2011	
the appropriate standard under the Building Code of		
Australia and/or other standards as appropriate, have been		
awarded by the appropriate issuing authority/ies; and		
- the Regional Kitchen is open and operational for the	· · · · · · · · · · · · · · · · · · ·	
Purpose set out at item 1.2 of this Schedule.		

1. Which Milestones (numbers) will you be reporting on in this report?

-		
)		

2. How are you progressing towards delivering the Activity outlined in the Agreement? Have you achieved your required Milestone/s to date?

If NO: why and do you believe this will impact on your achievement of future Milestones? If YES: please provide details of your achievement and attach appropriate evidence (e.g.: photos, employment records, contracts etc)

Minor slippage on some items however overall project on schedule. See photo evidence attached

3. What issues have you encountered with delivering your Project (consider such things as delays, cost increases, access to resources, climatic conditions)?

No issues encountered beyond those mentioned in earlier reports

 Have you obtained the in-kind contributions as outlined in Annexure B of the Agreement? If NO: why not? If YES: please provide details of the supplier and nature of the contribution and attach appropriate evidence (e.g.:photos, employment records, etc)

Yes

In kind contributions consist of preparation for, attendance at and contribution to various project meeting by member Council staff and are ongoing.

Attachment 3 lists all Council staff represented on each project group.

5. Please attach any copies of the following that relate to your project and indicate below what has been attached.

- Published reports
- Attached
- Promotional material
- Attached Attached
- Media publicityPamphlets
- Attached

• Other

Attached, please specify

6. If this Progress Report is linked to a payment of CIP-SP funding, have you:

• attached a tax invoice requesting your next payment? Yes

Please note that without a Tax Invoice, the Department is unable to make your Milestone payment.

This Progress Report is to be submitted by the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

For Office Use Only Has the funding recipient provided, to our satisfaction, all the information required under the Funding Agreement?	Yes	No	
Are we satisfied with the progress of the project?	Yes	No	
If no, what action is to be taken:			
Has an Asset Register and Statements of Receipts and Expenditure been submitted? Comments:	Yes	No	
Funding Agreement Manager			

STATEMENT OF RECEIPTS AND EXPENDITURE CIP-SP FUNDING

For the period: 01/07/2010 to 31/05/2010

report receipts and expenditure exclusive of GST Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid. If you are submitting this form as part of a Project Completion Report, please include Expenditure incurred on Activity Budget items to be funded (in arrears) by the *CIP-SP* final payment.

• Please complete shaded fields

Total amount of Funding provided through CIP-SP: \$9,000,000.

Receipts	\$	
CIP-SP Funding received	7,200,000	
Interest on CIP-SP Funds ¹		124,701
Total receipts `:		7.324,701
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement \$	Actual Expenditure §
Construction/fit-out Base building works: building shell, building fit- out, landscaping, building services, external works, preliminaries and margins and contingency.	\$6,000,000	6,000,000
Plant/equipment purchase Process and packaging equipment	\$1,853,169	3,000,000
Plant/equipment hire/lease Plant and equipment	\$1,146,831	Included above
Total expenditure ():	\$9,000,000	9,000,000
Net amount (A):		1 675 299

¹ Interest earned on CIP-SP Funds as received in your separate bank account or an appropriate allocation.

STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

For the period: 01/07/2010 to 31/05/2010

- report all amounts exclusive of GST
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement \$ GST explusive	Receipts \$ GST masive	Expenditure \$ GST exclusive
 Hobsons Bay City Council Banyule City Council Brimbank City Council Greater Dandenong City Council Darebin City Council Greater Geelong City Council Hume City Council Hume City Council Macedon Ranges Shire Council Maribyrnong City Council Melton Shire Council Moonee Valley City Council Moreland City Council Stonnington City Council Yarra City Council 	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance	\$4,051,408	549,993	

Department of	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest			
Human Services	on bank loans.	\$6,000,000	6,000,000	
	Wages, Salary and Superannuation, Training, Operating Costs, Materials, insurance and office expenses, Construction/ Fit-out, Plant			
	Equipment purchase, Plant Equipment hire/lease, Project			
	Management, Consultants,			
	contractors,			
	professional fees,			
	legal & compliance,			
Borrowings and	Other costs – Interest			
Finance Leases	on bank loans.	\$10,919,000	0	

ASSET REGISTER As at: 31 May 2010

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Type and term of Disposal date and Proportion of asset lease method (and date of disposal approval) purchased with CIP-disposal approval)		431,878	82,605	767,362	390,519	489,361	673,403	74,033	96,209	145,447	V 505,857	
Purchase date or lease commencement date		to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010
Purchase price or total lease cost (\$)		431,878	82,605	767,362	390,519	489,361	673,403	74,033	96,209	145,447	505,857	182,220
Location of Asset and contact officer	4	7F	+	1		4		-				1
Asset description (include barcode or other identifier if appropriate)	Building	WIP Building - Preliminaries	WIP Building - Earthworks	WIP Building - Concrete Works	WIP Building - Plumbing	WIP Building - Sandwich Panels	WIP Building - Structual Steel	WIP Building - Metalwork	WIP Building - Aluminium Windows \ Doors	WIP Building - Drainage	WIP Building - Roofing & Roof Plumbing	WIP Building - Plastering

<i>.</i>							1							$-\lambda$
Proportion of asset purchased with CIP- SP Funds (%)	231,374	54,376	167,852	() 637,722	846,615	223,167	6,000,000		1,055,055	1,040,776	473,566	315,525	115,078	3,000,000
Disposal date and method (and date of disposal approval)							Total							Total
Type and term of lease														
Purchase date or lease commencement date	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010			to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	
rurchase price or total lease cost (\$)	231,374	54,376	167,852	637,722	846,615	829,851	6,606,684		1,055,055	1,040,776	473,566	315,525	295,831	3,180,753
and contact officer	47F	L		I		1								
barcode or other identifier if appropriate)	WIP Building - Building Shell - Contingency	WIP Building Services - Hydraulics	WIP Building Services - Fire Protection Services	WIP Building Services - Mechanical Services	WIP Building Services - Refrigeration	WIP Building Services - Electrical Services		Equipment	WIP - Packaging Equipment	WIP - Process Equipment	WIP - Pasterisers	WIP - Cesar, Rails & Benches	WIP - Food Plant & Equip Validation	

CIP-SP Reporting Pack (Progress) 29 July 2009

213

CIP-SP funding recipients must maintain an asset register of all Assets (as defined in the Agreement). If an Asset is partly purchased using CIP-SP funds, you must record the proportion purchased with these funds in the register.

Рь

CERTIFICATION

Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Control.

an <u>ore Govern</u> and Hobsons Bay City Council for the Regional Kitchen Project executed on 24 June 2009 (the Agreement), I certify that:

- All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- 2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.

Signed	Name	
Date	Title	-

This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.



Macquarie Lawyers & Strategists

Our Ref: HOB7088

LAND TRANSFER. rec. 25/6/2010.

31 March 2010

47F

Chief Executive Officer Regional Kitchen Pty Ltd LEVEL 1 104 FERGUSON STREET WILLIAMSTOWN VIC 3015

COMMERCIAL IN CONFIDENCE

Deal^{47F}

Lot 10/No10 Drake Boulevard, Altona North (now known as "43-47 Drake Boulevard, Altona")

We enclose Certificate of Title Volume 11117 Folio 979 which now details Regional Kitchen Pty Ltd as registered proprietor of 43-47 Drake Boulevard, Altona. We confirm everything is in order with the title.

We will now proceed to prepare and lodge formal notices of acquisition with Council and other required authorities, to enable property records to be formally endorsed in the name of Regional Kitchen.

Kindly confirm safe receipt of the certificate of title.

Yours sincerely

47F

47F for MACQUARIE LAWYERS & STRATEGISTS Enc. Certificate of Title

> 124 Exhibition Sirect, Melbourne 3000 Tel + 613 9650 6700 Fax + 613 9650 6355



Volume 11117 Folio 979

1:403318./80V Produced 16/02/2010 Fare L / I 15.37 In

Under the Transfer of Land Act 1958

I certify that the registered proprietor in the proprietor of the estate and interest in the land subject to the encumbrances, caveals and notices described

47F



REGISTRAR OF TITLES

LAND DESCRIPTION

AREN TITLES : Volume 1117 Folio 49 Volume 1117 Folio 49 Volume 1117 Folio 50 Created by include nt 55154 W 1372 2009

REGISTERED PROPRIETOR

Estime Fee Shole Shie Proprietor PEGTONIL FITCHEN PTT LTD of LEMEL 1 TOH PERSPERN STREET PILLAMETORY Y L SOLE AH 2 890N 5 01/2010

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS:4-:25H 1102/2009

A y meaning need to by Section 98 Transmer of an 195 y Sicilian Subdivision Act 38 means ther means in 8 now or geter the sector provided LIASRAM to All N below

DIAGRAM LOCATION

TEL DERIVENMENTEDE FORTILE DETAILS AND BOUNDARIES

END OF CERTIFICATE



THIS CERTIFICATE CONTAINS INFORMATION CORRECT AT THE TIME OF PRINTING. CURRENT INFORMATION SHOULD BE OBTAINED BY A SEARCH OF THE REGISTER

Lease rec 25/6/2010.

Maddocks

Lawyers 140 William Street Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555 Facsimile 61 3 9288 0666

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

DX 25 Melbourne

Lease Premises: 43-47 Drake Boulevard, Altona

Regional Kitchen Pty Ltd ACN 130 471 206 and

Date 7/5/ 60/0

RFK Pty Ltd ACN 128 645 3 2

> Interstate office Sydney Affinated offices around the world through the Advoc Asia network - www.advocasia.com

Contents

Sched	ule	1							
Introd	uction								
1.	Definitions								
2.	Condition precedent								
3.	Duration	of the Lease							
	3.1 3.2 3.3	Term							
4.	Rent								
	4.1 4.2 4.3	Payment of Rent 4 CPI Adjustment of Rent 4 Payment of Adjusted Rent 4							
5 .	Landlord	d's Works							
	5.1 5.2 5.3 5.4 5.5	Definitions							
6.	Commer	Commencement and Completion of Lease							
	6.1 6.2 6.3	Completion of Lease 6 Clause to be omitted from further lease 6							
7.	Outgoin	gs							
	7.1 7.2 7.3	Rates and Taxes - Tenant Obligations							
8.	Other ex	penșes7							
	8.1 8.2	Services							
9.	GST								
	9.1 9.2 9.3 9.4 9.5 9.6 9.7	Definitions 7 GST Exclusive 7 Increase in Consideration 7 Payment of GST 7 Tax Invoice 8 Reimbursements 8 Adjustment events 8							
10.		requirements							
	10.1 10.2 10.3	No Deduction or Right of Set-off							
14	Repairs	Refurbishment and Alterations							
	11 1	Repairs and Maintenance							

	11.2	Equipment in Premises	9
	11.3	Alterations to Premises	
	11.4	Not Interfere with Services	10
	11.5	Defacing Premises	
	11.6	Failure to Repair and Maintain	10
12.	Costs	to be reimbursed by Landlord to Tenant	10
13.	Insura	nce	10
	13.1	Tenant to arrange insurance policy	. 10
	13.2	Cross-liability Clause	. 11
	13.3	Landlord to reimburse insurance premium	
	13.4	Requirements by Insurer	44
14.	Releas	e, Indemnity and Compensation	. 11
	14.1	Release	
	14.2	Indemnity	
	14.3	No Compensation	. 11
15.	Use of	the Premises	. 11
	15.1	Permitted Use	. 11
	15.2	No Warranty	. 12
	15.3	lilegal Purpose	. 12
16.	Other	obligations concerning the Premises	. 12
	16.1	Compliance with Laws	. 12
	16.2	Licences and Permits	
	16.3	Nuisance	
	16.4	Security	
	16.5	No Vending Machines	
	16.6 16.7	No Auctions No Smoking	
	16.8	Heavy Objects and Inflammable Substances	
	15.9	Television and Radio	
	16.10	Endanger Premises	
	16.11	Tenant's Employees	. 13
17.	Dealin	g with Interest in the Premises	. 13
	17.1	No Parting with Possession	. 13
	17.2	Change in shareholding	. 13
	17.3	Mortgage of Lease	. 13
18.	Tenant	's obligations at the end of this lease	. 14
	18.1	Tenant's Obligations	.14
	18.2	Tenant's Property Left in Premises	.14
19.	Landlo	rd's Rights and obligations	. 14
	19.1	Quiet Enjoyment	. 14
	19.2	Maintenance of the Plant and Equipment	. 14
	19.3	Dealing with the Land	
	19.4	Entry by Landlord	. 14
	19.5	Emergency Entry	
AC	19.6	Landlord's Consent	
20.		ation of Lease	
	20.1	Re-entry	
	20.2	Damages following Determination	
	20.3 20.4	Essential Terms	
	See So . mg	TAPA PROMATIONY - F 20151111200 - P 2015111200 - P 201511200 - P 20100 - P 2010	· •

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21.	Destru	ction or Damage of Premises	16
dar ¥		Reinstatement of Premises	16
	21.1 21.2	Reinstatement of Preinises. Tenant's Right of Termination	
		Tenant's Right of Termination	
22.	Genera	· · · · · · · · · · · · · · · · · · ·	16
In be .		Notices	16
	22.1	Notices	47
	22.2	Time of Service Entire Understanding	47
	22.3	Entire Understanding	***************************************
	22.4	Waiver	
23.	Interni	Waiver	47
£.0 x	8186 me 8 m.	Governing Law and Jurisdiction	47
	23.1	Governing Law and Jurisdiction	4 7
	23.2	Persons Joint and Several	47
	23.3	Joint and Several Legislation	
	23.4	Legislation Clauses and Headings	49
	23.5	Clouese and medulity?	
	23.6	Severance Number and Gender	
	23.7	Number and Gender Exclusion of Statutory Provisions	
	23.8	Exclusion of Statutory Provisions	
	A	Exclusion of Statutory Provisions	\$#\$##########
Ann	exure A	*******************************	

Schedule

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Item 1.	Landlord:	Regional Kitchen Pty Ltd ACN 130 471 206 of Level 1, 104 Ferguson Street, Williamstown 3016				
Item 2.	Tenant:	RFK Pty Ltd ACN 128 645 312 of Level 1, 104 Ferguson Street, Williamstown 3016				
Item 3.	Land:	The land contained in certificate of title volume 11117 folio 979				
item 4.	Premises:	Whole of the Land and building known as 43-47 Drake Boulevard, Altona and comprising:				
		- the Administration Area; and				
		the Production Area,				
		as shown on the plan attached to this Lease as Annexure A				
ltem 5.	Commencement Date:	In respect of the Administration Area:				
		The 1 st day of July 2010				
		in respect of the Production Area:				
		The 1 st day of October 2011				
item 6.	Term:	From the Commencement Date until 30 June 2020				
ltem 7.	Further Term(s):	2 further terms of 5 years each				
item 8.	Last date for exercising the Option	First Further Term:				
	for the Further Term:	The 1 st day of April 2020				
		Second Further Term:				
		The 1 st day of April 2025				
item 9.	Rent:	Rent from 1 July 2010 until 31 December 2010 shail be nil per annum.				
		Rent for the period of 1 January 2011 until 30 June 2011 shall be \$985,920				
		For the period of 1 July 2011 to 30 June 2012 the rental shall be \$1,412,269				
ltem 10.	Permitted Use	Regional food production facility producing food				

for delivered meals and other community based meal programs including conducting meetings, events and tours and ancillary administration facilities

Item 11. CPI Adjustment Dates:

Lease

The Landlord leases the Premises to the Tenant subject to the terms contained in this Lease.

This Lease is executed as a deed on the	day of	2010
Executed by Regional Kitchen Pty Ltd ACN 130 471 205 by being signed by those persons who are authorised to sign for the company:))) 47F	
Director	Direct	••••••••
Full name	Fuil name s 47F	
Usual address		
Executed by RFK Pty Ltd ACN 128 645 312 by being signed by those persons who are authorised to sign for the company:))) 47F	
Director	Directo	
Full name	Full name s 47F	*****
Usual address	Ü	

Introduction

- A. The Landlord and the Tenant are both corporations which have been established pursuant to section 193 of the *Local Government Act* 1989. Food security and the nutritional wellbeing of older people and other vulnerable people is the primary interest of both parties. The purpose of the companies is to provide nutritious, varied, attractive, culturally sensitive and affordable high quality meals for home, aged and community care programs. The shareholders of both corporations comprise local councils located in and around the Melbourne metropolitan area.
- B. The joint charter between the parties provides, among other things, that:
 - B.1 the Landlord will purchase the Land and construct and fit out a food production facility on the Land, and maintain and upgrade the facility as required from time to time; and
 - B.2 the Tenant will lease the facility and produce meals for delivered meals programs at the facility.
- C. The parties enter into this Lease in fulfilment of the arrangements contemplated by the joint charter and related constituent documents between the parties.

1. Definitions

In this Lease unless expressed or implied to the contrary:

Administration Area means that part of the Premises identified as such on the plan in Annexure A.

Commencement Date means the date specified in Item 5.

CPI means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise in the cost of living in Melbourne, as the Landlord reasonably determines.

CPI Adjustment Date means the date(s) (if any) described in Item 11.

Current CPI means the CPI number for the quarter ending immediately prior to the CPI Adjustment Date.

Further Term means the further term(s) specified in Item 7

Item means an item in the Lease Particulars.

Land means the land specified in Item 3.

Landlord means the Landlord specified in Item 1 and includes the Landlord's successors and assigns and where it is consistent with the context includes the Landlord's employees and agents.

Landlord's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by the Landlord during the Term.

Lease Particulars means the schedule of Items specified on the page at the front of this Lease.

Permitted Use means the use specified in Item 10.

Premises means the premises specified in Item 4 and includes the Landlord's Fixtures.

Previous CPI means the CPI number for the quarter ending immediately prior to the last date that the Rent was reviewed, adjusted or increased, or the Commencement Date (whichever is the later).

Production Area means that part of the Premises identified as such on the plan in Annexure A.

Rates and Taxes means the rates, taxes, charges and levies specified in clause 7.1.

Rent means the amount specified in item 9 as reviewed, adjusted or increased under this Lease.

Tenant means the Tenant specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all property in the Premises including all fixtures and fittings owned or leased by the Tenant but excluding the Landlord's Fixtures.

Term means the term specified in Item 6 and includes any period of overholding.

2. Condition precedent

- 2.1 This Lease is conditional upon the Landlord becoming registered (or becoming entitled to be registered) as the proprietor of the Land.
- 2.2 If the above condition is not satisfied within 6 months from the date of this Lease, then either party may terminate this Lease by giving the other party 14 days written notice of termination at any time prior to the condition being satisfied.

3. Duration of the Lease

3.1 Term

This Lease is for the Term starting on the Commencement Date.

3.2 Option for a Further Term

The Landlord will grant to the Tenant a new lease for the Further Term if the Tenant:

- 3.2.1 gives the Landlord written notice asking for a new lease, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 8): and
- 3.2.2 has remedied any breach of this Lease of which the Tenant has received written notice from the Landlord.

The new lease for the Further Term will commence on the day after this Lease ends and contain the same terms and conditions as this Lease but with no option for a further term where the last option for the Further Term has been exercised. The Rent or the method to

be used to review, adjust or increase the Rent during the Further Term is specified in Item 11.

3.3 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Landlord:

- 3.3.1 the Tenant occupies the Premises subject to the same terms and conditions as contained in this Lease; and
- 3.3.2 the Landlord or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time.

4. Rent

4.1 Payment of Rent

The Tenant must:

- 4.1.1 pay the Rent to the Landlord by equal calendar monthly instalments in advance (and pro-rata for any period less than one month) commencing on the Commencement Date and on the following first day of each month; and
- 4.1.2 pay the Rent in the manner specified by the Landlord from time to time.

4.2 CPI Adjustment of Rent

If a CPI Adjustment Date is specified in Item 11, then unless the parties agree otherwise in writing, the Rent on the CPI Adjustment Date will be adjusted to an amount equal to the Rent payable immediately prior to the CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

4.3 Payment of Adjusted Rent

On the next due date for the payment of the Rent, after the Tenant receives notice of the adjusted Rent from the Landlord, the Landlord and the Tenant must make any necessary adjustment to apply dn and from the CPI Adjustment Date.

5. Landlord's Works

5.1 Definitions

In this clause 5:

Estimated Completion Date means:

- in respect of the Landlord's Works for the Administration Area: 1 July 2010; and
- in respect of the Landlord's Works for the Production Area: 1 October 2010.

Landlord's Works means the construction of the Premises by or on behalf of the Landlord including the provision of the following:

Administration and Production Areas

In accordance with:

Endorsed Plans, Permit Number PA0918273 issued 29/6/09, date approved 23/7/09

Building Permit - 1178-090144-1, issued 23/7/09

Practically Complete means, in respect of the Administration Area or the Production Area, the Landlord's Works have been completed with the exception of minor items which can be completed without material interference with the Tenant's operation and use of that area, and **Practical Completion** has a corresponding meaning.

5.2 Completion of Landlord's Works

5.2.1 The Landlord must at its own expense:

- (a) obtain all necessary permits from the relevant authorities for the construction of the Landlord's Works; and
- (b) carry out and complete the Landlord's Works expeditiously and in a proper and workmanlike manner and use its reasonable endeavours to have the Landlord's Works (and that part of the Market comprising the Premises) Practically Complete by the Estimated Completion Date, subject to clause 5.3.
- 5.2.2 A certificate signed by the Landlord's architect (or other appropriate person authorised by the Landlord):
 - (a) stating that the Landlord's Works are Practically Complete; and
 - (b) as to any minor matter which needs to be attended to,

will be conclusive evidence of those facts.

5.3 Delays in Landlord's Works

The Landlord may from time to time extend the time for completion of the Landlord's Works by such period/s as the Landlord reasonably determines. The Landlord will notify the Tenant In writing of any such extension and the Landlord's notice will be conclusive evidence of:

- 6.3.1 the reason for the extension; and
- 5.3.2 the period of the extension.

The Landlord is not liable to the Tenant for any loss caused by the extension to the time for completion of the Landlord's Works.

5.4 Variations

The Landlord may make variations at any time to the Landlord's Works where the variation:

5.4.1 is properly required by any relevant authority; or

5.4.2 is considered by the Landlord or its architect to be necessary or desirable which does not materially affect the Premises.

5.5 Clause to be omitted from further lease

This clause 5 shall be omitted from any new lease for any Further Term.

6. Commencement and Completion of Lease (Not used)

6.1 Commencement Date

Despite any other clause in this Lease:

- 6.1.1 this Lease will commence in respect of the Administration Area on the day following the date on which the Landlord gives the Tenant written notice pursuant to clause 5.2.2 that the Landlord's Works for the Administration Area are Practically Complete: and
- 6.1.2 this Lease will commence in respect of the Production Area on 1 January 2011

6.2 Completion of Lease

Once the Commericement Dates for the Administration Area has been determined, the Landlora must promptly complete the Lease by inserting:

- 6.2.1 the Commencement Date for the Administration Area; and
- 6.2.2 any other relevant details necessary to complete the Lease (including affixing any plans to the Lease).

and return an original Lease to the Tenant. The Tenant authorises the Landlord to complete the Lease in the above manner.

6.3 Clause to be omitted from further lease

This clause 6 shall be omitted from any new lease for any Further Term.

7. Outgoings

7.1 Rates and Taxes – Tenant Obligations

The Tenant must pay to the Landlord, or the relevant authority:

- 7.1.1 water rates and charges. including water usage charges;
- 7.1.2 sewerage and drainage rates and charges;
- 7.1.3 all other rates, taxes, charges and levies assessed in connection with the Premises (other than those payable by the Landlord under clause 7.2).

7.2 Rates and Taxes – Landlord Obligations

The Landlord must pay to the relevant authority:

7.2.1 local government rates and charges; and

7.2.2 land tax.

7.3 Receipt for Payment

The Tenant must provide to the Landlord receipts for any Rates and Taxes paid by the Tenant within 14 days of request by the Landlord.

8. Other expenses

8.1 Services

The Tenant must, within 14 days of demand:

- 3.1.1 pay for all services in connection with the Premises, including electricity, gas water and telephone services; and
- 8.1.2 where the Premises are not separately metered, pay for the cost of installing separate meters to assess the charges for the services.

8.2 Duty

The Tenant must pay to the Landlord within 14 days of demand any stamp duly payable on this Lease (including penalties and fees).

9. GST

9.1 Definitions

In this clause:

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

9.2 GST Exclusive

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

9.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (GST Amount), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

9.4 Payment of GST

Subject to clause 9.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

9.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 9.4.

9.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- 9.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- 9.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

9.7 Adjustment events

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

- 9.7.1 the supplier must provide an adjustment note to the recipient within 14 days of becoming aware of the adjustment; and
- 9.7.2 any payment necessary to give effect to the adjustment must be made within 14 days after the date of receipt of the adjustment note.

10. Payment requirements

10.1 No Deduction or Right of Set-off

The Tenant must pay all amounts due under this Lease to the Landlord (including the Rent and Outgoings without deduction or right of set-off.

10.2 Payment after Termination

Each party must:

- 10.2.1 make all payments due under this Lease; and
- 10.2.2 provide all information to the other party under this Lease to calculate any such payments,

even if this Lease has ended.

10.3 Method of payment

Each party must make all payments under this Lease in such manner as the other party reasonably requires.

11. Repairs, Refurbishment and Alterations

11.1 Repairs and Maintenance

The Tenant must:

- 11.1.1 keep the Premises and the Tenant's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;
- 11.1.2 keep the Premises in the same condition as it was in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted);
- 11.1.3 pay the costs (if any) for the removal of waste and sewerage from the Premises (subject to clause 12.1);
- 11.1.4 maintain any gardens in the Premises in good condition well watered and free of weeds:
- 11.1.5 treat in a proper and professional manner (including polishing or varnishing as appropriate) all surfaces of the Premises (including wood, tile and metal surfaces) with the appropriate materials approved by the Landlord when reasonably required by the Landlord;
- 11.1.6 repair all defective lights, fluorescent tubes, windows, doors and locks in or exclusively servicing the Premises;
- 11.1.7 make good any damage caused to any adjacent property by the Tenant;
- 11.1.8 take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises, the Building, or any person; and
- 11.1.9 give the Landlord prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises.

11.2 Equipment in Premises

The Tenant must:

- 11.2.1 repair and maintain the Landlord's Fixtures including airconditioning and heating equipment exclusively serving the Premises (but excluding expenses of a capital nature) in accordance with the Landlord's reasonable requirements (subject to clause 12.1); and
- 11.2.2 comply with the Landlord's reasonable requirements concerning the use of the Landlord's Fixtures, including airconditioning and heating equipment.

11.3 Alterations to Premises

The Tenant must ensure any alterations or works to the Premises, any services to the Premises or the Tenant's Property are carried out:

- 11.3.1 strictly in accordance with plans and specifications approved by the Landlord;
- 11.3.2 by qualified tradespersons;

- 11.3.3 to the Landiord's reasonable satisfaction and in accordance with the Landlord's reasonable requirements (including the Landlord's requirements as to the standard, type, quality, size and colour of any of the Tenant's Property); and
- 11.3.4 In accordance with all rules and requirements of any authorities having jurisdiction over the Premises.

The Tenant is not required to seek the Landlord's consent to making any alterations to the display of the Tenant's merchandise in the Premises.

11.4 Not Interfere with Services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas and water.

11.5 Defacing Premises

The Tenant must not deface or damage the Premises (including drilling holes in the Premises) except where approved by the Landlord in accordance with clause 11.2.

11.6 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 30 days of receiving written notice from the Landlord, the Landlord may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant reasonable notice.

12. Costs to be reimbursed by Landlord to Tenant

The Landlord must pay to the Tenant within 14 days of demand, the costs incurred by the Tenant from time to time in relation to the repair and maintenance of the Premises and items owned by the Landlord in the Premises including (without limitation) the costs incurred in relation to the following:

- 12.1 compliance with clauses 11.1 and 11.2;
- 12.2 landscaping maintenance of the Premises; and
- 12.3 maintenance of the Landlord's equipment at the Premises (including the cost of a full time maintenance technician and apprentice).

13. Insurance

13.1 Tenant to arrange insurance policy

The Tenant must arrange for an insurance policy to be taken out and maintained with an insurer approved by the Landlord covering the parties for their respective rights and interests in respect of the following:

- 13.1.1 public liability;
- 13.1.2 damage or destruction to the Premises for their full replacement value; and
- 13.1.3 such other risks as the parties may agree should be covered by the policy

13.2 Cross-liability Clause

The Tenant must ensure that the policy effected under clause 13.1 contains a cross-liability clause extending the policy so that the words 'the insured' are considered as applying to each party comprising the insured, as though a separate policy has been issued to each of the parties, in the same manner as if that party were the only party named as the insured.

13.3 Landlord to reimburse insurance premium

The Landlord must pay to the Tenant within 14 days of demand the cost of the premium in respect of the policy effected under clause 13.1

13.4 Requirements by Insurer

The Tenant must comply with all reasonable requirements of the insurer in connection with the Premises.

14. Release, Indemnity and Compensation

14.1 Release

The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.

14.2 Indemnity

The Tenant must indemnify and hold harmless the Landlord against all claims resulting from any damage, loss, death or injury in connection with the Premises and the use and occupation of the Premises by the Tenant except to the extent that such claims arise out of the Landlord's negligence.

14.3 No Compensation

The Landlord (if it has complied with clause 19.2) is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 14.3.1 any damage to the Premises;
- 14.3.2 the failure of the Landlord's Fixtures or any plant and equipment (including air conditioning and escalators) to operate properly;
- 14.3.3 the interruption or damage to any services (including electricity, gas or water) to the Premises; and
- 14.3.4 the overflow or leakage of water in the Premises.

15. Use of the Premises

15.1 Permitted Use

The Tenant must use the Premises for the Permitted Use and not use the Premises for any other purpose.

15.2 No Warranty

The Tenant:

- 15.2.1 acknowledges that the Landlord does not represent that the Premises are suitable for the Permitted Use; and
- 15.2.2 must make its own enquiries as to the suitability of the Premises for the Permitted Use.

15.3 illegal Purpose

The Tenant must not use the Premises for any illegal purpose or carry on an noxious or offensive activity on the Premises.

16. Other obligations concerning the Premises

16.1 Compliance with Laws

The Tenant must comply with all laws and any requirements of any authority in connection with the Premises and the Tenant's use and occupation of the Premises, except the Tenant will not be required to carry out any structural works unless the need for such works arises from:

- 16.1.1 the negligent act or omission of the Tenant;
- 16.1.2 the failure by the Tenant to comply with its obligations under this Lease; or
- 16.1.3 the Tenant's use of the Premises.

16.2 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent of the Landlord before varying any licence or permit or applying for any new licence or permit.

16.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

- 16.3.1 cause a nuisance or interfere with any other person; or
- 16.3.2 be dangerous or offensive in the Landlord's reasonable opinion.

16.4 Security

The Tenant must keep the Premises secure at all times when the Premises are not being used by the Tenant.

16.5 No Vending Machines

The Tenant must not permit any vending or amusement machines in the Premises.

16.6 No Auctions

The Tenant must not conduct any auctions or fire sales in the Premises.

16.7 No Smoking

The Tenant must:

- 16.7.1 not permit any smoking in the Premises; and
- 16.7.2 display no smoking' signs in the Premises if requested by the Landiord.

16.8 Heavy Objects and Inflammable Substances

The Tenant must not:

- 16.8.1 store any inflammable or explosive substances in the Premises unless required for the Permitted Use; or
- 16.8.2 store any heavy objects in the Premises or anything likely to damage the Premises.

16.9 Television and Radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Premises without obtaining the prior written consent of the Landlord.

16.10 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of the Landiord may endanger the Premises or be a risk to any person or property.

16.11 Tenant's Employees

The Tenant must use all reasonable endeavours to ensure that the Tenant's employees, agents, contractors and invitees observe and comply with the Tenant's obligations under this Lease, where appropriate.

17. Dealing with Interest in the Premises

17.1 No Parting with Possession

The Tenant must not give up possession of the Premises including assigning this Lease, sub-lease the Premises or granting to any person a licence or concession in respect of the Premises.

17.2 Change in shareholding

if the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be an assignment of this Lease, except where the majority shareholding in the corporation continues to comprise local councils.

17.3 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

18. Tenant's obligations at the end of this lease

18.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 18.1.1 vacate the Premises and give them back to the Landlord in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 18.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises in the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 18.1.3 give to the Landlord all keys and other security devices for the purposes of obtaining access to the Premises.

18.2 Tenant's Property Left in Premises

Anything left in the Premises after 14 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of the Landlord and may be removed by the Landlord at the Tenant's cost and at the Tenant's risk.

19. Landlord's Rights and obligations

19.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, the Landlord must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

19.2 Maintenance of the Plant and Equipment

The Landlord will use its reasonable endeavours to maintain all plant and equipment under the Landlord's control in working order except to the extent that the Tenant is required to do so under this Lease.

19.3 Dealing with the Land

The Landlord may:

- 19.3.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises; and
- 19.3.2 install, repair and replace pipes, cables and conduits in the Premises.

19.4 Entry by Landlord

The Landlord may enter the Premises at any reasonable time after giving the Tenant reasonable notice. to:

- 19.4.1 inspect the condition of the Premises;
- 19.4.2 rectify any default by the Tenant under this Lease;

19.4.3 carry out any inspection, repairs, maintenance, works or alterations in the Premises which the Landlord decides to or is required to carry out by any law or authority.

The Landiord must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising the Landiord's rights under this clause.

19.5 Emergency Entry

The Landlord may enter the Premises at any time without giving notice to the Tenant in an emergency.

19.6 Landlord's Consent

Where the Landlord is required to give its consent under this Lease, the Landlord must not unreasonably withhold its consent but may give its consent subject to such conditions as the Landlord may reasonably determine.

20. Termination of Lease

20.1 Re-entry

The Landlord may re-enter the Premises and terminate this Lease if:

- 20.1.1 any part of the Rent is in arrears for 14 days (whether or not the Landlord has demanded payment); or
- 20.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from the Landlord.

20.2 Damages following Determination

If this Lease is terminated by the Landlord, the Tenant agrees to compensate the Landlord for any loss or damage the Landlord suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term.

20.3 Essential Terms

The essential terms of this Lease are clauses 4, 7.1, 8.1, 8.2, 9, 11.1, 11.2, 13.1, 15.1 and 17. The breach of an essential term is a repudiation of this Lease.

20.4 No Deemed Termination

If the Tenant vacates the Premises, the Landlord will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as the Landlord gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is ferminated.

21. Destruction or Damage of Premises

21.1 Reinstatement of Premises

If the Premises or any part of the Premises are destroyed or damaged, the Landlord may, within 6 months from the date of such damage or destruction, give notice to the Tenant:

- 21.1.1 terminating this Lease, where the Landlord considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 21.1.2 that the Landlord will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

The Landlord does not have to reinstate the Premises.

21.2 Tenant's Right of Termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to the Landlord terminating this Lease where the Landlord does not:

- 21.2.1 give notice to the Tenant pursuant to clause 21.1; or
- 21.2.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Lease, each party is released from all further obligations under this Lease except nothing in this clauses releases either party from any breach of this Lease arising prior to the date of termination.

21.3 No Compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from the Landlord.

22. General

22.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 22.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address of the Tenant; and
- 22.1.2 the Landlord at its address set out in this Lease or any other address notified in writing to the Tenant by the Landlord.

22.2 Time of Service

A notice or other communication is deemed served:

- 22.2.1 if served personally or left at the person's address, upon service;
- 22.2.2 if posted, 2 business days after posted;

- 22.2.3 if served by facsimile transmission, subject to the next sub-clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile machine; and
- 22.2.4 It received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

22.3 Entire Understanding

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

22.4 Waiver

If the Landlord accepts the Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Landlord's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Landlord's rights under this Lease.

23. Interpretation

23.1 Governing Law and Jurisdiction

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

23.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

23.3 Joint and Several

If a party consists of more than 1 person, this Lease binds them jointly and each of them severally.

23.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments re-enactments or replacements of any of them.

23.5 Clauses and Headings

In this Lease:

- 23.5.1 a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in or to this Lease; and
- 23.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Lease.

23.6 Severance

In this Lease.

- 23.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 23.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

23.7 Number and Gender

In this Lease, a reference to:

- 23.7.1 the singular includes the plural and vice versa; and
- 23.7.2 a gender includes the other genders.

23.8 Exclusion of Statutory Provisions

The following statutory provisions are excluded from this Lease:

- 23.8.1 Section 144 of the Property Law Act 1958 (Vic); and
- 23.8.2 Division 7 of the Transfer of Land Act 1958 (Vic).

196

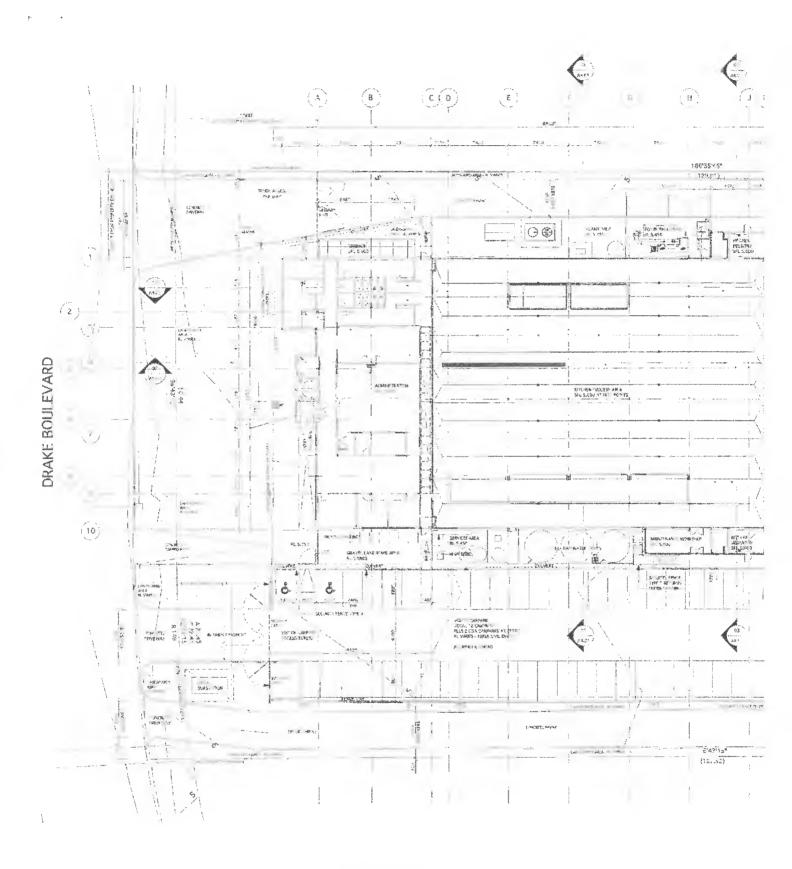
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Annexure A

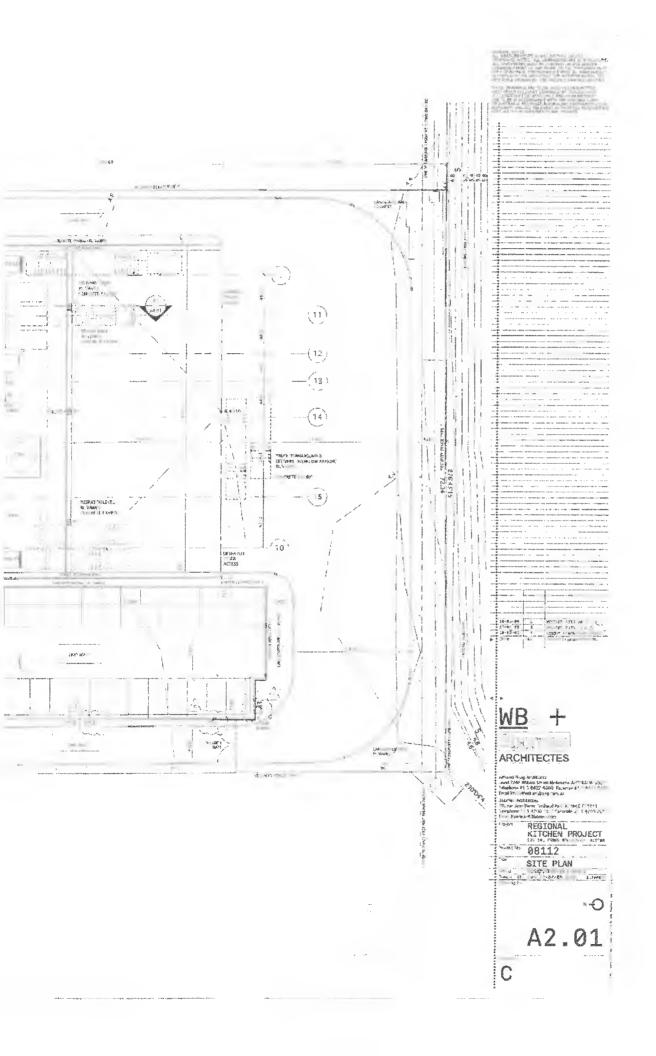
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Plan of Premises



OI SITE PLAN



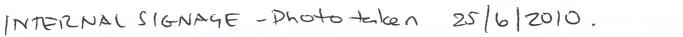
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LANDSCAPING COMMENCED - Photo taken 25/6/2010
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BUILDING WORKS - PHOTOTAKEN .25/6/2010.



FILE NOTE

Contact Persor

Council: Hobsons Bay City Council RLCIP-SP No.: 2SP-740 Project: Regional Kitchen Project File Note Date: 22/06/2010 2:20:05 PM File Note Type: Phone Action By: Actioned:

47F

Note:

Received a call^{47F} and the Council's accountant in regard to an email sent requesting further information on the latest Progress Report. Council will provide an amended 'statement of receipt and expenditure' including an updated list of expenditure cost items against RLCIP funding and the new list of expenditure will not include 'architects fees' and 'project management' costs.

vo of the agreed budget items include 'plant/equipment purchase' and 'plant/equipment hire/lease'. However, Council have now advised that funding will no longer be expended against 'plant/equipment hire/lease'. They will formally request that this funding now be placed against 'plant/equipment purchase' as part of the provision of additional Project information. I have advised Council that they will need to submit a formal request which will need to be approved by the Section Manager.

Council have also advised that the landscaping has commenced and that the signage (exit signs etc) has been erected, as evidenced in a photo provided with the Report. They will confirm this in the email reply.

Council expect to provide a reply to the above within the next couple of days. The assessment of the Report can then recommence.

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Team Leader endorse	ment (escalated actions only):	
Signed by:		

47F	
From: Sent: To: Cc: Subject:	47F Luesday, 22 June 2010 12:33 PM 47F Progress Report Regional Kitchen project [SEC=UNCLASSIFIED]
Importance:	High
47F	

Hi. Thank you for the Milestone 6 Progress Report which was sent to the 'Regional Grants' email address. Could you please forward any future information regarding the Project to me to the following email address:

47F Dinfrastructure.gov.au.

I have commenced the assessment of the Progress Report provided and have found a minor calculation error in the 'statement of receipts and expenditure', specifically the total expenditure totals \$10,051,044 rather than 10,051,906 (included in the 'statement'). Are you happy for me to include the new total in the 'statement'?

Additionally, I am a little concerned as the RLCIP-SP approved funding for this Project is \$9m, however, expenditure on the 'statement of receipts' shows expenditure against RLCIP-SP funds being over \$10m. Can you please provide advice on this issue? You may need to provide an amended 'statement of receipts'.

The Progress Report included a list 'Asset Register' that provides an 'asset description' with the 'proportion of asset purchased with CIP-SP funds'. Does this represent the expenditure against RLCIP-SP funds? If so, it only adds up to \$7,876,203.00. This is not the same as the expenditure included in the 'statement of receipts'. I also need further clarification on the following items in relation to the 'assets list':

- 1. Project management & engineering services;
- 2. Architects France; and
- 3. Architects Melbourne.

What do these items represent? RLCIP-SP funding was only to be used for:

- 1. Construction fit/out;
- 2. Plant/equipment purchase; and
- 3. Plant/equipment hire/lease.

Has the signage been erected?

Is there any possibility that the landscaping may commence prior to 1 July?

I would be grateful for your advice on the above issues.

I look forward to hearing from you.

Thank you.

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Regional & Local Community Infrastructure Program - Strategic Projects (RLCIP-SP)

Local Government Programs Branch Local Government and Regional Development Division 47F

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b,

From: Sent: To: Cc:	47F Wednesday, 16 June 2010 8:17 AM RegionalGrants 47F
Subject: Attachments:	FW: Regional Kitchen Pty Ltd - Funding Progress Reporting EMAIL 1 [SEC=UNCLASSIFIED] Regional Kitchen Project - CIP-SP Number 740 - 11 June 2010.zip; Invoice 1.8.zip
7F Thanks again	
F More for you	
From: RegionalGrants Sent: Tuesday, 15 Jun To: 47F	
	al Kitchen Pty Ltd - Funding Progress Reporting EMAIL 1 [SEC=UNCLASSIFIED]
11 ^{47F} Please see email below	w and attached docs.
Та	
Id	
Regional & Local C Information Line 1	Community Infrastructure Program 1800 005 494
Email: 47F	mastructure.nov.au
From: ^{47F}	communitychef.com.au]
Sent: Friday, 11 June To: RegionalGrants	2010 S.21 PM
Sent: Friday, 11 June To: RegionalGrants Cc:47F	chen Pty Ltd - Funding Progress Reporting EMAIL 1
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito	
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito Hi,	
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito Hi, Please find attached th	chen Pty Ltd - Funding Progress Reporting EMAIL 1
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito Hi, Please find attached th Please note due to th	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. he size of attachments the supporting documentation will be sent in a separate email.
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito Hi, Please find attached th Please note due to th will advise when it is t	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. he size of attachments the supporting documentation will be sent in a separate email.
Sent: Friday, 11 June To: RegionalGrants Cc:47F. Subject: Regional Kito Hi, Please find attached th Please note due to th I will advise when it is the If you wish to discuss of	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. <u>The size of attachments the supporting documentation will be sent in a separate emai</u> l. the final email.
Sent: Friday, 11 June To: RegionalGrants Cc:47F. Subject: Regional Kito Hi, Please find attached th Please note due to th I will advise when it is the If you wish to discuss of	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. The size of attachments the supporting documentation will be sent in a separate email. the final email. or clarify please do not hesitate to contact the office.
Sent: Friday, 11 June To: RegionalGrants Cc:47F. Subject: Regional Kito Hi, Please find attached th Please note due to th I will advise when it is If you wish to discuss of Re_ional Kitchen Proje Kind Regards	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. The size of attachments the supporting documentation will be sent in a separate email. the final email. or clarify please do not hesitate to contact the office. ect - CIP-SP Number 740 - 11 June 2010.zic Invoice 1.8.zic
Sent: Friday, 11 June To: RegionalGrants Cc:47F Subject: Regional Kito Hi, Please find attached th Please note due to th I will advise when it is If you wish to discuss of Regional Kitchen Proje Kind Regards 7F Operations Support Of	chen Pty Ltd - Funding Progress Reporting EMAIL 1 he Regional Kitchen Pty Ltd Funding Progress Report 5 and Invoice. The size of attachments the supporting documentation will be sent in a separate email. the final email. or clarify please do not hesitate to contact the office.

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Confidentiality and Disclaimer notice This email and any attachments is for the use of the named addressee only and may contain confidential information. If you are not the intended recipient please notify the sender by reply email and delete this email. Any unauthorised use, disclosure, copying or distribution of this email or its attachments is prohibited. Unless expressly indicated, the views and opinions expressed in this email are those of the sender and not Community Chef. No warranty is made that this email is free of a virus or any other defect or error. It is the duty of the recipient to virus scan this email, and by opening this email and its attachments the recipient accepts full responsibility for taking protective and remedial action needed to rectify viruses or other defects caused.

Community Infrastructure Program – Strategic Projects CIP-SP Reporting Pack (\$550m Progress Report No2)

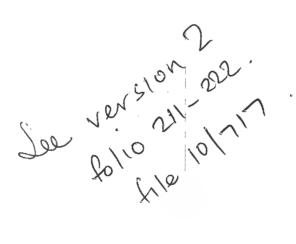
Progress reporting - Items 2.4, 3.2 & 3.3 of the schedule to the Agreement

This template has been provided for the purpose of meeting Your Progress Report reporting requirements under the *CIP-SP* funding agreement (the Agreement). Funding recipients are required to prepare reports using this template.

If Assets have been purchased using CIP-SP funding, You are also required to complete the Asset Register.

Submitting reports

Please submit reports by email to Report and a statistic strain and attaching any evidence of progress such as photographs and copies of promotional materials as appropriate.



Project Name: Regional Kitchen Project <u>SP Number:</u> 740 <u>Funding Recipient Name:</u> Hobsons Bay City Council <u>Report Date:</u>

Please complete the following report and return it via email to:

by:

Attach any evidence of progress such as photographs, copies of promotional materials together with any other supporting documentation, as appropriate.

Milestone Number	Milestone Description (please list all milestones)	Date due	Date achieved
1	All requirements under Item 2.5(a) of the Schedule have been met.	23 June 2009	24 June 2009
2	 Evidence that is acceptable to Us: of the precise location of the site on which the Regional Kitchen will be constructed that clarifies the location of the land described at item 1.7 of this Schedule; of either of the following, as the case requires: that the site on which the Regional Kitchen will be constructed is not subject to inundation overlay; or that the site on which the Regional Kitchen will be constructed is subject to inundation overlay; and the risk treatment You propose to manage this risk; of Your plans for the ongoing management and maintenance of the facility; that steps have been taken to transfer the title to the land described at item 1.7 (as clarified by You) of this Schedule to Regional Kitchen Pty Ltd; and that all co-funding has been secured. 	2 July 2009	27 July 2009
3	 Provision of: detailed specifications of the Activity, described in item 1.4 of this Schedule that further develops these requirements. The specifications must include, but need not be limited to, the dimensions, materials and costs of the structure that will constitute the Regional Ki chen building, and each part of that structure; and an up-to-date, detailed and accurate timeline for completion of the Activity; and Evidence that is acceptable to Us that: the required Government and all necessary approvals to commence the Project have been obtained, including a copy of the development application and approval; Council's lease and loan arrangements have been 	3 September 2009	23 July 2005

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	 the transfer of the land described at item 1.7 of this Schedule to Regional Kitchen Pty Ltd is complete; a qualified/experier ced Project Manager has been appointed; and a suitably qualified builder has been appointed. 		
4	 Evidence that is acceptable to Us that: all requirements under clause 2.5(b) of the Schedule have been met; Your initial cost estimate, as provided to Us, is reasonable and has been reviewed by a quantity surveyor; suitably qualified contractors have been appointed to install and commission the boiler, compressed air plant and glycol plant systems; suitably qualified contractors have been appointed to install all necessary equipment; construction of the facility has commenced; the foundations for the facility have been laid; site preparation works are complete; and all contracts for all materials, equipment and services have been entered into and orders placed as applicable. 	20 October 2009	November 2009
5	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; and the external building works being complete to lock-up stage that is, the shell. 	13 January 2010	17 February 2010
6	 Evidence that is acceptable to Us that: all requirements under clause 2.5(c) of this Schedule have been met; external building works are complete; folio /73- internal building works have commenced; folio /73- 	14 May 2010 - photos 13- pnotos	18 June 2010
	 landscaping has commenced; Terrer commenced; signage has been erected; and Signage has been erected; and 		no civiliza
	 the process of engaging staff to operate the facility has /	Yes, se 1051h	folios 16 -169 on specifications/ ment advertiseme
	Evidence that is acceptable to Us that:	31 October	
7	 internal fit out is complete; landscaping is complete; signage has been crected; and staff to operate the facility have been engaged. 	2010	

other certificate/s, certifying completion of the project to the appropriate standard under the Building Code of	2011	
Australia and/or other standards as appropriate, have been		
awarded by the appropriate issuing authority/ies; and	1	
- the Regional Kitchen is open and operational for the		
Purpose set out at item 1.2 of this Schedule.		

1. Which Milestones (numbers) will you be reporting on in this report?

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2. How are you progressing towards delivering the Activity outlined in the Agreement? Have you achieved your required Milestone/s to date? If NO: why and do you believe this will impact on your achievement of future Milestones?

If YES: please provide details of your achievement and attach appropriate evidence (e.g.: photos, employment records, contracts etc)

Minur, Top we have have now ever started projection substitues. See photo in the original started

3. What issues have you encountered with delivering your Project (consider such things as delays, cost increases, access to resources, climatic conditions)?

the issue of the end beyond in promotioned in contenter to a

 Have you obtained the in-kind contributions as outlined in Annexure B of the Agreement? If NO: why not?
 If YES: please provide details of the supplier and nature of the contribution and attach appropriate evidence (e.g.:photos, employment records, etc)

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5. Please attach any copies of the following that relate to your project and indicate below what has been attached.

- Published reports
- Attached
- Promotional material
- Media publicity
- Pamphlets
- Other

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- Attached Attached
- - Attached, please specify

Yes

6. If this Progress Report is linked to a payment of CIP-SP funding, have you:

attached a tax invoice requesting your next payment?

Please note that without a Tax Invoice, the Department is unable to make your Milestone payment.

This Progress Report is to be submitted by the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.

For Office Use Only Has the funding recipient provided, to our satisfaction, all the information required under the Funding Agreement? Are we satisfied with the progress of the project?	Yes	No	
If no, what action is to be taken:			Ya dirawa
Has an Asset Register and Statements of Receipts and Expenditure been submitted? Comments:	Yes	No	
Funding Agreement Manager		 	

STATEMENT OF RECEIPTS AND EXPENDITURE CIP-SP FUNDING

For the period: 01/07/2010 to 31/05/2010

• Expenditure: report cash payments made + tax paid. If you are submitting this form as part of a Expenditure incurred on Activity Budget items to payment.	a Project Completion Report,	, please include
Please complete shaded fields		
Total amount of Funding provided through CIP-SP:	\$9,000,000.	
Receipts		S
CIP-SP Funding received		7.200.000
Interest on CIP-SP Funds ¹		124,701
Total receipts :		7,324.701
Cost Items as per the Activity Budget in Annexure B of the Agreement	Budgeted Expenditure for the Activity as per the Activity Budget at Annexure B of the Agreement \$	Actual Expenditure \$
Construction/fit-out Base building works: building shell, building fit- out. landscaping, building services, external works, preliminaries and margins and contingency.	\$6,000,000	8,160,000
Plant/equipment purchase Process and packaging equipment	\$1.853.169	1.891.044
Plant/equipment hire/lease Plant and equipment	\$1.146.831	0
Total expenditure :	\$9,000,000	+10,051,044.
Net amount :		(2.741.106)

STATEMENT OF RECEIPTS AND EXPENDITURE OTHER CONTRIBUTIONS (EXCLUDING IN-KIND)

For the period: 01/07/2010 to 31/05/2010

- Comparison of the second se
- Other Contributors: list the names of the Other Contributors (excluding in-kind) listed in Annexure B of the Agreement
- Receipts: report actual cash received to date
- Expenditure: report cash payments made + tax invoices held and cleared for payment but not yet paid

Name of Other Contributor	Cost Item (as per Annexure B of the Agreement)	Value of Other Contributions as per Annexure B of the Agreement \$	Receipts \$	Expenditure \$
 Hobsons Bay City Council Banyule City Council Bayside City Council Brimbank City Council Greater Dandenong City Council Darebin City Council Greater Geelong City Council Hume City Council Macedon Ranges Shire Council Maribyrnong City Council Melton Shire Council Moonee Valley City Council Moreland City Council Stonnington City Council Yarra City 	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fin-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance	\$4,051,408	549.993	

Council				
Department of Human Services	Wages, salary and superannuation, training, operating costs, materials, insurance and office expenses, construction/fit-out, plant equipment purchase, plant equipment hire/lease, project management, consultants, contractors, professional fees, legal & compliance, Other costs – Interest on bank loans,	\$6,000.000	6,000,000	
Borrowings and	Wages, Salary and Superannuation, Training, Operating Costs, Materials, insurance and office expenses, Construction/ Fit-out, Plant Equipment purchase, Plant Equipment hire/lease, Project Management, Consultants, contractors, professional fees, legal & compliance, Other costs – Interest			
Finance Leases	on bank loans.	\$10,919,000	0	

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ASSET REGISTER As at: 31 May 2010

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Location of Asset and contact officer	Purchase price or total lease cost (\$)	Purchase date or lease commencement date	Type and term of lease	Disposal date and method (and date of disposal approval)	Proportion of asset purchased with CIP- SP Funds (%)
47			The Art Contract Contractor		- wooder
Έ	328,383	to 31/05/2010	Antonio de concepción de concepc		328,383
	145,750	to 31/05/2010			145,750
	58,167	to 31/05/2010			58,167
	11,253	to 31/05/2010			11,253
	4,000	to 31/05/2010	****		4,000
	31,970	to 31/05/2010		-	31,970
	8,702	to 31/05/2010	*****		8,702
	65,203	to 31/05/2010			65,203
	431,878	to 31/05/2010			431,878
	82,605	to 31/05/2010			82,605
	767,362	to 31 (05/2010			767,362

Proportion of asset purchased with CIP- SP Funds (%)	390,519	489,361	673,403	74,033	96,209	145,447	505,857	182,220	231,374	7,126	54,376	167,852	637,722	409,228
Disposal date and method (and date of disposal approval)			griffeanovy											
Type and term of lease				C International									nder verbrauva	
Purchase date or lease commencement date	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010
Purchase price or total lease cost (\$)	390,519	489,361	673,403	74,033	96,209	145,447	505,857	182,220	231,374	7,126	54,376	167,852	637,722	846,615
Location of Asset and contact officer	47F	4	1										3	
Asset description (include barcode or other identifier if appropriate)	WIP Building - Plumbing	WIP Building - Sandwich Panets	WIP Building - Structual Steel	WIP Building - Metalwork	WIP Building - Aluminium	WIP Building - Drainage 🗸	WIP Building - Roofing & Roof Plumbing	WIP Building - Plastering	WIP Building - Building Shell	WIP Building Services - Whitegoods, Appliances & Equip	WIP Building Services - V	WIP Building Services - Fire / Protection Services	WIP Building Services - V Mechanical Services	WIP Building Services - / Refrigeration

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CIP-SP Reporting Pack (Progress) 29 July 2009

176

Proportion of asset purchased with CIP- SP Funds (%)	Ó	1994-1444	517,374	793,554	138,708	150,903	275,664
Disposal date and method (and date of disposal approval)		******					and the second
Type and term of lease							
Purchase date or lease commencement date	to 31/05/2010		to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010	to 31/05/2010
Purchase price or total lease cost (\$)	829,851		517,374	793,554	138,708	150,903	275,664
Location of Asset and contact officer 24	F					1	
Asset description (include barcode or other identifier if appropriate)	WIP Building Services - Electrical Services	Equipment	WIP - Packaging Equipment 🗸	WIP - Process Equipment	WIP - Pasterisers	WIP - Cesar, Rails & Benches	WIP - Food Validation Works

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CIP-SP funding recipients must maintain an asset register of all Assets (as defined in the Agreement). If an Asset is partly purchased using CIP-SP funds, you must record the proportion purchased with these funds in the register.

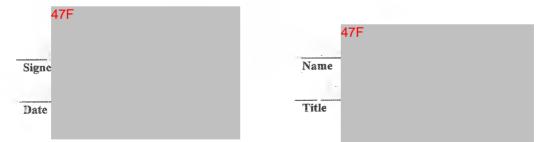
CERTIFICATION

Funding Recipient name: Hobsons Bay City Council

Project Name: Regional Kitchen Project

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of <u>Australia and Hobsons Bay City Council for the Regional Kitchen</u> Project executed on 24 June 2009 (the Agreement), I certify that:

- All Funding and Other Contributions received was expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
- Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
- 3. All information in this Report is true and correct.



This Progress Report is to be signed by (or, if in electronic form, submitted by) the Chief Executive Officer, Chief Financial Officer, or a person authorised by your organisation to complete and submit these forms on their behalf.













1.7

Case Manager to complete: 47F

SP No:	740
Funding Recipient Name:	Hobsons Bay City Council
Project Name:	Regional Kitchen Project
Milestone No:	Project Completion
File No:	10/9414
Project Completion Report Due Date	14 January 2011
Project Completion Report Received Date	17 January 2011
Brief Background of Project	This project will deliver a state of the art meal production facility that will produce 1.3 million meals a year and have the capacity to expand its operation to 2 million meals a year within a short period.
Funding Agreement Execution Date	24 June 2009
Dates of Approved Variation(s)	n/a

SUMMARY OF FUNDS

Total Funding	Payment 1	Date Due	Date Paid	Payment 2	Date Due	Date Pa	id Payn	nent 3	Date Due	Date Paid	Payment 4	Date Due	Date Paid
Approved \$9m	\$3.15m	24/6/09	24/6/09	\$2.25m	27/11/200	9/12/09	\$1.8	m	17/2/10	23/3/09	\$1.8m	21/6/09	7/7/2010
Interest o	on RLCIP-S	P Funding t	o: 14 Janu	ary 2011		\$124,701				1	1	1	

SUMMARY OF EXPENDITURE	\$
Total RLCIP-SP funding received (including interest)	\$9,124,701 (including interest) Folio 102 of 10/9414.
Total RLCIP-SP funding expended	Council have reported a total expenditure of \$8,505,114 which is less than the RLCIP- SP funding received. Folio 156 of 10/9414.
Difference between total RLCIP-SP funding received and total expended	\$619,587
Total value of Other Contributions received as identified in the Funding Agreement (FA)	The total value of Other Contributions in accordance with the Funding Agreement is \$20,970,408. Folio 101 of 10/9414.
Total value of Other Contributions expended	Council have expended a total of \$8,627,023 of Other Contributions to the Project. (Folio 155 of 10/9414). Council has not expended all of the funding as detailed in the Budget table at Annexure B.
Difference between total value of Other Contributions and total value of Other Contributions expended	\$12,343,385
What was the total final cost of the Project	\$17,132,137 (RLCIP-Sp funding expended + Other Contributions funding expended)
What was the initial Project cost estimate	\$29,469,814.
Amount (if any) of funding that Council are required to return to the Department (including interest earned on	

Appendix 7.1 RLCIP-SP Project Completion Report Approval template v1.02 27 October 2010

approved funds)

Has a certificate been signed by the CEO of the Council that states:	
(i) all Funding and Other Contributions (excluding in- kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with this Agreement; and	YES – Please refer to folio 98 of 10/9414 for a signed certification by the Council CEO.
(ii) salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.	
Has Council submitted a completed:	
 Assets register as specified in item 4 or Upgraded register as specified in item 5 of this Schedule; 	YES – Please refer to Attachment 2 at folio 92 of 10/9414.

AUDIT ASSESSMENT: Audit Checklist

An Audit report that complies with the ASA 700 standards should include the		
following components: • title:		
 addressee; 		
 introductory paragraph; 		
the responsibility of those charged with governance for the		
financial report;		
 auditor's responsibility; 		
 auditor's opinion; 		
 a report on other legal or regulatory requirements; 		
auditor's signature;		
 date of the auditor's report; and 		
auditor's address.		
Are all of these components present in the submitted report?	Yes: 🖂	No:
Are the names of the funding recipient and the project funded correct?	Yes: 🔀	No:
Does the audit report include separate stamped/endorsed financial statements on both the expenditure of RLCIP-SP funds and Other Contributions?	Yes:	No: 🔀
Has interest been included in the audit report and has the audit report confirmed that the interest has only been used for funding Cost Items listed in the Budget at Annexure B?	Yes: 🛛	No:
Has an unmodified audit opinion been given? (A modification generally means that there is an issue the auditor wants to draw our attention to, or something the auditor couldn't ascertain during the audit).	Yes: 🔀	No:
Is the audit opinion sufficient? One of the following statements on the financial position of the funding recipient must be included: "presents fairly in all material aspects" or "gives a true and fair view." 	Yes: 🔀	No:
Is the date of the audit report current (ie. not prior to the dates of receipts and/or expenditure) and have the Funding Agreement execution date and completion date been included?	Yes: 🔀	No:
Is the auditor an 'Approved Auditor' as defined in the Funding Agreement? This means they must be either: • a registered company auditor	Yes: 🛛	No:

		/
a chartered accountant,		
 a certified practising accountant, or 		
 a member of the National Institute of Accountants. 		
Consult Attachment 7.1 of the Procedures Manual if unsure of how to confirm that the auditor is an "Approved Auditor.'		
Has the auditor attached and completed the Certification of Certain Matters by the Auditor on auditor letterhead?	Yes:	No: 🖂

Given the answers above has Council submitted an audited statement as outlined	NO
in Clause 11 of the Funding Agreement that the Department is prepared to accept?	

ACTIVITY AND PROJECT COMPLETION

What evidence has the Funding Recipient provided regarding the completion of the Activity? Is this considered acceptable? The Council has provided a signed Practical Activity Completion Certification. The Council CEO signed the certification on 17 January 2011. Please refer to folio 96 of 10/9414.

What evidence has the Funding Recipient provided regarding the completion of the Project? Is this considered acceptable?

The Council has provided a signed Practical Project Completion Certification. The Council CEO signed the certification on 17 January 2011. Please refer to folio 97 of 10/9414.

MILESTONE OBJECTIVES ASSESSMENT

All Milestone Objectives:

Milestone	Milestone Objectives:	Date	Assessment/Comment, including type of evidence provided
Number	(as per Funding Agreement/Deed of Variation)	Achieved	and noting any file and folio references:
1	All requirements under Item 2.5(a) of the	24 June	The Funding Agreement was executed on 24 June 2009
	Schedule have been met.	2009	
2	Evidence that is acceptable to Us:	24/6/09	Approved Progress Report on file 09/9638 at folio 78
	 of the precise location of the site on 		· • • • • • • • • • • • • • • • • • • •
	which the Regional Kitchen will be		
	constructed that clarifies the location		
	of the land described at item 1.7 of		
	this Schedule;		
	 of either of the following, as the case 		
	requires:		
	 that the site on which the Regional 		
	Kitchen will be constructed is not		
	subject to inundation overlay; or		
	- that the site on which the Regional		
	Kitchen will be constructed is		
	subject to inundation overlay and		
	the risk treatment You propose to manage this risk;		
	- of Your plans for the ongoing		
	management and maintenance of the		
	facility;		
	 that steps have been taken to transfer 		
	the title to the land described at item		
	1.7 (as clarified by You) of this		
	Schedule to Regional Kitchen Pty Ltd;		
	and		
	that all co-funding has been secured.		
3	Provision of:	25/6/09	Copy of lease on file 10/717 at folios 195-208.
	 detailed specifications of the Activity, 		
	described in item 1.4 of this Schedule		Council are well into the tender process for the loan

Appendix 7.1 RLCIP-SP Project Completion Report Approval template v1.02 27 October 2010

 that further develops these requirements. The specifications must include, but need not be limited to, the dimensions, materials and costs of the structure that will constitute the dimensions, materials and costs of the structure that will constitute the Regional Kitchen building, and each part of that structure; and an up-to-date, detailed and accurate timeline for completion of the AdWity; and Evidence that is acceptable to Us that: the reguire Government and all necessary approvals to commence the Project acceptable to Us that: Council's lease and loan arrangements have been finalised; the transfer of the land described at thet final of the Schedule to Regional Kitchen Pty Ltd is complete. a qualified/experienced Project and all and esceptable to Us that: a qualified/experienced Project and a suitably qualified builder has been reviewed by a quantify surveyor; suitably qualified contractors have been net; Your initial cost estimate, as provided to Us, is reasonable and has been reviewed by a quantify surveyor; suitably qualified contractors have been appointed to install and necessary equipment; construction of the facility has commence; the foundations for the facility has commence; stite preparation works are
 the foundations for the facility have been laid;
complete; and all contracts for all materials, equipment and services have been entered into and orders
placed as applicable.
5 Evidence that is acceptable to Us that: - all requirements under clause 2.5(c) of this Schedule have been met; and the external building works being complete to lock-up stage that is, the shell. 5 Evidence that is acceptable to Us that: - all requirements under clause 2.5(c) of this Schedule have been met; and the external building works being complete to lock-up stage that is, the shell. 5 While the initial assessment of Milestone 5 considered that the external building works had not been completed to lock-up stage (see file 10/717 at folio 119), a further assessment of the Project expenditure considered that this milestone had been met as at 18/3/2010. See approved supplementary Report on file 10/717 folio 138).
6 Evidence that is acceptable to Us that: 18/6/2010 Photos provided at folio 173 on file 10/717 show that external
 all requirements under clause 2.5(c) building works are completed.
of this Schedule have been met; - external building works are complete: Photos provided at folio 173 on file 10/717 show that internal
 external building works are complete; internal building works have Photos provided at folio 173 on file 10/717 show that internal building works have commenced.
commenced;
- landscaping has commenced; signage has been proceed; and of the landscaping and the landscaping will be completed once
- signage has been erected; and

	the process of engaging staff to operate the facility has commenced.		the site sheds have been removed. Signage showing the name of the facility will be erected on completion of Project. However, a sign including details of the construction of the facility has been erected that has been evidenced by a provision of a photo at folio 194 on file 10/717. The process of engaging staff has commenced evidenced by recruitment advertisements provided at folios 164-169 on file 10/717.
7	Evidence that is acceptable to Us that: - internal fit out is complete; - landscaping is complete; - signage has been erected; and staff to operate the facility have been engaged.	18/6/2010	Photos provided at folios 58-61 on file 10/9414 show that the internal fit out is complete. Photos provided at folios 42-44 on file 10/9414 show that the landscaping is complete. Photos provided at folios 42-43 on file 10/9414 show that the signage has been erected. Council have confirmed that staff numbers now total 43. Employees have all now taken part in the induction program and work has commended. Folio 39 of 10/9414.
8	 Evidence that is acceptable to Us of: Activity Completion and an Occupancy Certificate or other certificate/s, certifying completion of the project to the appropriate standard under the Building Code of Australia and/or other standards as appropriate, have been awarded by the appropriate issuing authority/ies; and the Regional Kitchen is open and operational for the Purpose set out at item 1.2 of this Schedule. 	9/7/2010	Council have provided a signed copy of the Certificate of Occupancy. Folio 95 of 10/9414. Council advised in the Project completion report that all milestone elements had been achieved. Folio 104 of 10/9414.

ADDITIONAL COMMENTS

Has the funding recipient made any suggestions on how the Department's administration of this program could have been improved?

The Council has made no suggestions on how the Department's administration of the RLCIP-SP could have been improved.

Has the funding recipient provided an analysis of the planning, implementation and overall process Council followed to deliver the Project

The Council have not provided an analysis of the planning or implementation of the Project. The Council advised that they did not experience and issues or delays which affected the implementation of the Project.

Are there any additional comments regarding the project completion report?

The Council have achieved all milestone requirements as identified in the Funding Agreement.

What advice has the Council provided about the benefits this project has brought to the community?

The Project will assist in meeting the nutritional needs of older people and the desire to keep them healthy and active. Community Chef has been developed for the future, to increase choice, provide greater flexibility, meet growing demand and meet higher consumer expectations.

Summary of follow-up action:

The Department will need to request the Certification of Certain Matters by the Auditor and the stamped/endorsed financial statements on both the expenditure of RLCIP-SP funds and Other Contributions.

Other (if applicable):

n/a

RECOMMENDATIONS	
Case Manager:	47F
Project Completion Report Approved by Project Officer?	Approved / Not Approved
Date:	
Team Leader:	
Project Completion Report Approved by Assistant Director?	Approved / Not Approved
Date:	
Signed (Director)	

Name			
Date			
Report	APPROVED / NOT APPROVED		
Notice of Project	Completion letter sent to Council:	Yes:	No: