



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2019-061

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	N/A
6. Processing time (in working days)	23
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A

From: [REDACTED]
To: [CMTEDD FOI](#)
Subject: Freedom of Information request
Date: Monday, 18 March 2019 5:55:37 PM

Please find online enquiry details below. Please ensure this enquiry is responded to within fourteen working days.

Your details

All fields are optional, however an email address OR full postal address must be provided for us to process your request. An email address and telephone contact number will assist us to contact you quickly if we need to discuss your request.

Title:

First Name:

Last Name:

Business/Organisation:

Address:

Suburb:

Postcode:

State/Territory:

Phone/mobile:

Email address:

Request for information

(Please provide as much detail as possible, for example subject matter and relevant dates, and also provide details of documents that you are not interested in.)

Under the Freedom of Information Act 2016 I want to access the following document/s (*required field):

All documents for the period 1 March 2018 to 18 March 2019, including correspondence, emails, (including correspondence /emails dated 8 August 2018 from the YMCA) notes of meetings and discussions, records of telephone conversations, inspection reports (including an inspection in January 2019) and file notes, between Access Canberra and the Young Men's Christian Association (YMCA) of Canberra and relating to compliance with the lease purpose clause and the Yarralumla Residents Association's controlled activity complaint dated 19 August 2013 concerning the use the premises at 35 Alexandrina Drive Yarralumla as the corporate headquarters of the YMCA Canberra, contrary to the lease purpose clause. I seek remission of any processing charges pursuant to section 107 of the FOI Act on the grounds of public interest and that the applicant (the YRA) is a not for profit organisation and the application relates to the activities or purposes of the organisation.

I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator




ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDFOI2019-061



via email: 

Dear 

FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 18 March 2019, in which you sought access to:

"All documents for the period 1 March 2018 to 18 March 2019, including correspondence, emails, (including correspondence/emails dated 8 August 2018 from the YMCA) notes of meetings and discussions, records of telephone conversations, inspection reports (including an inspection in January 2019) and file notes, between Access Canberra and the Young Men's Christian Association (YMCA) of Canberra and relating to compliance with the lease purpose clause and the Yarralumla Residents Association's controlled activity complaint dated 19 August 2013 concerning the use the premises at 35 Alexandrina Drive Yarralumla as the corporate headquarters of the YMCA Canberra, contrary to the lease purpose clause".

Authority

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application by 9 May 2019.

Decision on access

Searches were completed for relevant documents and nine documents were identified that fall within the scope of your request.

I have included as **Attachment A** to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

I have decided to grant full access to all nine documents. The documents released to you are provided as **Attachment B** to this letter.

Charges

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* processing charges are not applicable for this request because the total number of pages to be released to you is below the charging threshold of 50 pages.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application, my decision and document released to you in response to your access application will be published in the CMTEDD disclosure log after 26 April 2019. Your personal contact details will not be published.

You may view the CMTEDD disclosure log at
<https://www.cmtedd.act.gov.au/functions/foi/disclosure-log>.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek a review of this outcome by the Ombudsman under section 73 of the Act within 20 working days from the day that my decision is published in the CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:
The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au


ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made by the Ombudsman under section 82(1), you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Riley', with a stylized flourish at the end.

Daniel Riley
Information Officer
Information Access Team
Chief Minister, Treasury and Economic Development Directorate

18 April 2019



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
[REDACTED]	All documents for the period 1 March 2018 to 18 March 2019, including correspondence, emails, (including correspondence /emails dated 8 August 2018 from the YMCA) notes of meetings and discussions, records of telephone conversations, inspection reports (including an inspection in January 2019) and file notes, between Access Canberra and the Young Men's Christian Association (YMCA) of Canberra and relating to compliance with the lease purpose clause and the Yarralumla Residents Association's controlled activity complaint dated 19 August 2013 concerning the use the premises at 35 Alexandrina Drive Yarralumla as the corporate headquarters of the YMCA Canberra, contrary to the lease purpose clause.	CMTEDDFOI2019-061

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-4	Email – Letter from YMCA Canberra	29 Aug 2018	Full release	N/A	Yes
2	5-19	Email – Crown Lease – Block 1 Section 18 Yarralumla (with attachment)	18 Sep 2018	Full release	N/A	Yes
3	20-21	Letter	15 Oct 2018	Full release	N/A	Yes
4	22	Email - YMCA	23 Jan 2019	Full release	N/A	Yes
5	23-26	Record of Inspection	30 Jan 2019	Full release	N/A	Yes
6	27-29	Email – chat about YMCA	29 Jan 2019	Full release	N/A	Yes
7	30-35	Email – YMCA Aquatic centre Yarralumla	31 Jan 2019	Full release	N/A	Yes
8	36-39	Email – YMCA and Bentham/Hutchins Block (out of scope information has been redacted)	6 Feb 2019	Full release	N/A	Yes
9	40-42	Email – YRA (out of scope information has been redacted)	17 Feb 2019	Full release	N/A	Yes
Total No of Docs				Full release	N/A	Yes
9						

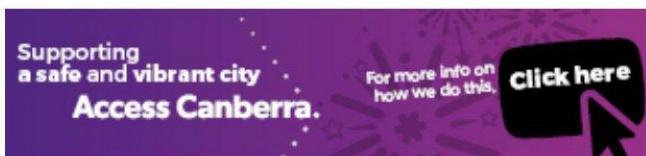
From:"Corrigan, Megan" <Megan.Corrigan@act.gov.au>
Sent:29/08/2018 11:00 AM
To:"Apps, Peter" <peter.apps@act.gov.au>
Cc:"Curtin, Daniel" <Daniel.Curtin@act.gov.au>;"Hides, Dominic" <Dominic.Hides@act.gov.au>;"Crossman, Louise" <Louise.Crossman@act.gov.au>
Subject:FW: Letter from YMCA Canberra [SEC=UNCLASSIFIED]
Attachments:scan_karen taylor_2018-08-23-08-58-20.pdf

Hi Pete

Can you please save this to file for me or let me know the Block and Section of the Yarralumla YMCA case?

Thanks

Megan Corrigan | Manager, Building and Planning Compliance
Phone: 02 6207 7665 | Email: megan.corrigan@act.gov.au
Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government
Cosmopolitan Building, 21 Bowes Place, Woden ACT | GPO Box 1908 ACT 2601 | www.act.gov.au/accessCBR



From: Curtin, Daniel
Sent: Wednesday, 29 August 2018 10:34 AM
To: Corrigan, Megan <Megan.Corrigan@act.gov.au>
Cc: Crossman, Louise <Louise.Crossman@act.gov.au>; Hides, Dominic <Dominic.Hides@act.gov.au>
Subject: FW: Letter from YMCA Canberra [SEC=UNCLASSIFIED]

Hi Megan

Can you marry this up with the other items for the YMCA on file pls.

Thx
Dan

From: Cubin, Derise
Sent: Wednesday, 29 August 2018 10:24 AM
To: Green, Ben (ACTPLA) <Ben.Green@act.gov.au>; Curtin, Daniel <Daniel.Curtin@act.gov.au>
Subject: FW: Letter from YMCA Canberra [SEC=UNCLASSIFIED]

Hi

Please see attached

This is now one for you ..

Cheers Derise

From: Taylor, Karen
Sent: Wednesday, 29 August 2018 9:14 AM
To: Cubin, Derise <Derise.Cubin@act.gov.au>
Cc: Simmons, Craig <Craig.Simmons@act.gov.au>
Subject: Letter from YMCA Canberra [SEC=UNCLASSIFIED]

Good morning Derise,

EPSDD has received the attached letter from YMCA Canberra in response to a letter sent by Craig in his capacity as Acting Chief Operating Officer of Access Canberra on 22 December 2017.

I note you were the action officer for the original brief on this matter; are you able to progress a response to this letter from Access Canberra? Happy to discuss!

Thank you,

Karen Taylor

Executive Officer

Chief Operating Officer | Environment, Planning and Sustainable Development Directorate |

Phone: +61 2 620 54668 | Email: Karen.Taylor@act.gov.au

Environment, Planning and Sustainable Development Directorate | ACT Government

Level 3 South, Dame Pattie Menzies House, 16 Challis Street Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601 |

www.environment.act.gov.au | www.planning.act.gov.au

This email, and any attachments, may contain confidential information. If you are not the intended recipient please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

Please consider the environment before printing this email

From: Taylor, Karen [<mailto:karen.taylor@act.gov.au>]

Sent: Thursday, 23 August 2018 8:59 AM

To: Taylor, Karen <Karen.Taylor@act.gov.au>

Subject: Your scan (Scan to My Email)



8th August 2018

Craig Simmons
Chief Operating Officer
ACT Environment, Planning and Sustainable Development Directorate

Dear Craig

I am writing in response to your letter to Melinda Crole on 21st December 2017 states that 'all non-aquatic activities' will need to cease at 35 Alexandrina Drive, Yarralumla by 31st December 2018.

YMCA Canberra is committed to operating in accordance with the lease for the property and the Building Code of Australia. To this end, we note that the lease purpose clause (varied in October 2012) allows the following:

To use that part of the premises known as Block 1 only for an aquatic recreation facility for occupation exclusively by the YMCA PROVIDED THAT the number or persons engaged in the provision of associated administration does not exceed ten (10); FURTHER PROVIDED THAT the premises are also used by the YMCA sailing club as its base of operations and other aquatic activities on the adjacent Lake and within these premises affording areas for recreation, instruction, light refreshment, management, locker room and toilet facilities, supporting the storage for ministration to and fabrication of members' club and visitors' craft, and for associated light boat handling facilities and vehicular parking.

Aquatic recreation facility is defined in the lease to mean a building or place used for sporting, exercise, pastime or leisure activity which includes uses based on or adjacent to the Lake.

The YMCA building located on the site is a Class 9b building (an assembly building). We understand that the Building Code of Australia identifies specific requirements for Class 9b buildings limiting the office area within the structure to 10 per cent of the GFA.

We are seeking confirmation that by maintaining the following, the YMCA will be compliant with the lease for its property in Yarralumla:

1. YMCA can up to ten (10) FTE people working on site, on the basis that those people are engaged in the provision of administration associated with the aquatic recreation facility offered by the YMCA on Lake Burley Griffin. We note that as a not for profit community organisation, the YMCA structure requires staff to manage administration for a range of community services. As such, staff responsible for the administration of the aquatic recreation facility may also have administrative responsibilities for other YMCA service areas.
2. YMCA can utilise up to 10 per cent of the total GFA of the building on Block 1 for office space

To assure ourselves and the ACT Government that we are complying with the lease, we are currently auditing staff roles at the facility to ensure staff who do not provide administration associated with the aquatic recreation facility are not located at the Yarralumla property.

In accordance with the lease, YMCA Canberra will ensure that by 31 December 2018 staff who do not provide administration associated with the aquatic recreation facility are not located at the Yarralumla property.

In order to give sufficient time to ensure compliance can you please confirm by 31st August 2018 that in meeting the lease requirements as outlined above at 1 and 2 the YMCA Canberra will also be



compliant with your letter of 21 December 2017 and will not be considered to be in breach of the lease purpose clause.

Yours Sincerely,

Andrew O'Neil
Acting CEO
YMCA CANBERRA

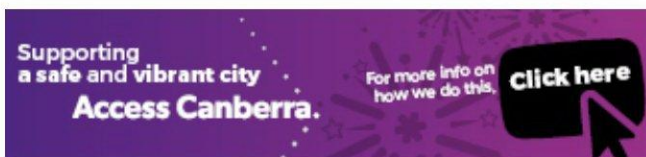
From: "Zivak, Dani" <Dani.Zivak@act.gov.au>
Sent: 18/09/2018 3:30 PM
To: "Crossman, Louise" <Louise.Crossman@act.gov.au>
Subject: RE: Crown Lease - Block 1 Section 18 Yarralumla [SEC=UNCLASSIFIED]
Attachments: Crown Lease for Block 1 Section 18 Yarralumla.pdf

Hello

See attached.

Kind Regards

Dani Zivak | **Building and Planning Compliance**
Phone: (02) 620 58622 | Email: dani.zivak@act.gov.au
Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government
GPO BOX 158, Canberra City ACT 2601 | www.act.gov.au/accessCBR



From: Crossman, Louise
Sent: Tuesday, 18 September 2018 2:54 PM
To: Zivak, Dani <Dani.Zivak@act.gov.au>
Subject: Crown Lease - Block 1 Section 18 Yarralumla [SEC=UNCLASSIFIED]

Hi Dani

Are you able to send me a copy of the Crown Lease for Block 1 Section 18 Yarralumla? It will need to be something after 2015 as there was a variation done to the lease in 2015.

Thanks

Louise

Louise Crossman | A/g Senior Manager | **Building and Planning Compliance**
Phone: 02 6205 7184 | Email: louise.crossman@act.gov.au
Access Canberra | ACT Government



From: "Zivak, Dani" <Dani.Zivak@act.gov.au>
Sent: 18/09/2018 3:42 PM
To: "Crossman, Louise" <Louise.Crossman@act.gov.au>
Subject: RE: Crown Lease - Block 1 Section 18 Yarralumla [SEC=UNCLASSIFIED]
Attachments: land-search_searchcertificateprint_a623a10.20180918153953855000.pdf, webTalkDoc4947769258006118826.pdf, webTalkDoc6815915960522618888.pdf

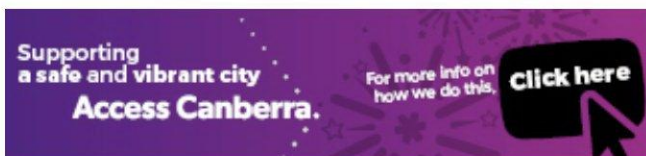
From: Zivak, Dani
Sent: Tuesday, 18 September 2018 3:31 PM
To: Crossman, Louise <Louise.Crossman@act.gov.au>
Subject: RE: Crown Lease - Block 1 Section 18 Yarralumla [SEC=UNCLASSIFIED]

Hello

See attached.

Kind Regards

Dani Zivak | **Building and Planning Compliance**
Phone: (02) 620 58622 | Email: dani.zivak@act.gov.au
Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government
GPO BOX 158, Canberra City ACT 2601 | www.act.gov.au/accessCBR



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Thanks

Louise

Louise Crossman | A/g Senior Manager | **Building and Planning Compliance**
Phone: 02 6205 7184 | Email: louise.crossman@act.gov.au
Access Canberra | **ACT Government**



AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Yarralumla Section 18 Block 1 on Deposited Plan 2056
 Yarralumla Section 18 Block 2 on Deposited Plan 4798
 Yarralumla Section 18 Block 3 on Deposited Plan 4798
 Lease commenced on 17/08/2004, granted on 17/08/2004, term Terminating 16/11/2027
 Area is 2650 square metres or thereabouts

Sole Proprietor:

The Young Men's Christian Association of Canberra Incorporated
 of London Circuit Canberra City

Registered Date	Dealing Number	Description
		Original title is Volume 1702 Folio 43 Purpose Clause: Refer Crown Lease S.167(5) Land Act 1991: Applies For Term Of Lease
25/10/2012	1827080	Application to vary Crown Lease - refer instrument End of interests

ADMINISTRATIVE INTERESTS

(This information is not guaranteed)

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201221441	Development Application	25/06/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/08/2012
Description LEASE VARIATION. Please see Development Application form for full details.					



ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community Safety



AVCL\$1827080 25/10/2012 14:36:56 CROWG

1827080

APPLICATION TO VARY A CROWN LEASE

Form 044 - AVCL

Land Titles Act 1925

The Minister or the Delegate of the ACT Planning and Land Authority (the Authority) has agreed to vary the lease as described below, subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this document. (Note – This form cannot be used to vary a Unit within a Registered Units Plan)

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
CBRE	CPO Box 1987 Canberra ACT 2603	6232 2733

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
1702:43	Yarralumla	18	1, 2, 3

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS
The Young Men's Christian Association of Canberra Incorporated A 00020 <i>pa</i>	7/100 Maitland Street Hackett, ACT, 2602

LEGISLATIVE PROVISION TO VARY CROWN LEASE

I, Irma Sare, being a delegate of the Planning and Land Authority, APPLY to you to register the variation which has been made to the Crown lease of the land described above. An approval of the Variation of Lease is submitted herewith in accordance with Section 72A of the Land Titles Act 1925

DETAILS OF DELETED CLAUSES (no longer applicable after registration)

**AUSTRALIAN CAPITAL TERRITORY
PLANNING AND DEVELOPMENT ACT 2007
VARIATION OF A LEASE**

Under the *Planning and Development Act 2007* I, Irma Sare approve the variation of Crown lease specified hereunder:

FORMER PROVISION

- 4(a)(i) To use that part of the premises known as Block 1 only for the purpose of a club house for occupation exclusively by the YMCA Sailing club as its base of sailing operations on the adjacent Lake and within these premises affording areas for recreation instruction light refreshment management locker room and toilet facilities storage for ministration to and fabrication of members' club and visitors' craft and for associated light boat handling facilities and vehicular parking;
- (ii) To use that part of the premises known as Blocks 2 and 3 only for the purpose of a boatshed and associated activities of the Lessee PROVIDED THAT the boatshed shall only be constructed or located on Block 2 and it is FURTHER PROVIDED THAT the lessee shall permit members of the public to use Block 3 for the purposes of rigging and launching of sailing boats and activities associated therewith;

AMENDED PROVISION

- 4(a)(i) To use that part of the premises known as Block 1 only for an aquatic recreation facility for occupation exclusively by the YMCA PROVIDED THAT the number or persons engaged in the provision of associated administration does not exceed ten (10);

FURTHER PROVIDED THAT the premises are also used by the YMCA sailing club as its base of operations and other aquatic activities on the adjacent Lake and within these premises affording areas for recreation, instruction, light refreshment, management, locker room and toilet facilities, supporting the storage for ministration to and fabrication of members' club and visitors' craft, and for associated light boat handling facilities and vehicular parking;

- (ii) To use that part of the premises known as Blocks 2 and 3 only for the purpose of a boatshed and associated activities of the Lessee PROVIDED THAT the Lessee shall permit members of the public to use Block 3 for the purposes associated with the aquatic recreation facility;

INSERTED PROVISION

At the end of clause 1(j)(ii) insert the following clause:

- 1(k) "aquatic recreation facility" means a building or place used for a sporting, exercise, pastime or leisure activity, whether operated for gain or not which includes uses based on or adjacent to a water feature, such as a boat shed, boat landing facility, wharf, swimming facility and the like.

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

Signed by the person duly authorised by ACT Planning and Land Authority
(Please print full name of authorised signatory)

IRMA SARE



Senior Officer Grade C
Position No. 13612

Dated - 24 October 2012.

Print full name and address of witness

SUSAN MESSER

ACT Planning and Land Authority
Dame Pattie Menzies House
16 Challis Street
Dickson ACT 2602

Signature of witness 

Dated - 24. 10. 12.

OFFICE USE ONLY

Lodged by	<i>h</i>	Certificate of title lodged	1702-fj
Data entered by		Certificates attached to title	
Registered by	<i>NO</i>	Attachments / Annexures	Urgent letter.
Registration date	25 OCT 2012	Production number	

Section 167
Land (Planning &
Environment) Act 1991
applies



Michael Ockwell
Registrar-General



ORIGINAL

AUSTRALIAN CAPITAL TERRITORY

28 SEP 2004

LAND (PLANNING AND ENVIRONMENT) ACT 1991

Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991
and the Regulations thereunder on the *seventeenth* day of *August*
Two thousand and four WHEREBY THE PLANNING AND LAND
AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA ("the Commonwealth") in exercising its functions grants to
LESSEE **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CANBERRA**
INCORPORATED an association incorporated under the Associations
Incorporation Act 1991 whose registered office at London Circuit Canberra City in
the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land
LAND situate in the Australian Capital Territory containing **an area of 2650 square**
metres or thereabouts and being **Blocks 1, 2 and 3 Section 18 Division of**
Yarralumla as delineated on **Deposited Plan Numbers 2056 and 4798** in the
Registrar-General's Office at Canberra in the said Territory ("the land")
RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the
TERM term commencing on the *seventeenth* day of *August* **Two thousand and**
four ("the date of the commencement of the lease") and terminating on the *sixteenth*
day of *November* **Two thousand and twenty seven** to be used by the
Lessee for the purpose set forth in Clause 4(a) of this lease only YIELDING AND
PAYING THEREFOR rent in the amount and in the manner and at the times
hereinafter provided and UPON AND SUBJECT TO the covenants conditions and
agreements hereinafter contained.



INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Authority in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (c) "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act;
- (d) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (e) "minimum rent" means the amount of four thousand four hundred dollars (\$4,400.00) per annum;
- (f) "percentage rent" means four per centum per annum of the site value;
- (g) "poker machine" means any machine or device which is used for playing a game of chance by inserting in the machine or device a coin on the chance that this either alone or in conjunction with the operation of some part of the machine will result in the machine or device discharging similar coins;
- (h) "premises" means the land and any building or other improvements on the land;

- (i) "site value" means the capital sum that might be expected to have been offered for a lease of the site subject to the terms and conditions upon which it is held determined by reference to market circumstances and values applying at the date of assessment it being assumed –
 - (i) that the only improvements on or to the land were the improvements (if any) by way of clearing filling draining levelling or excavating made by the Authority or the cost of which has been paid by the Authority;
 - (ii) that the lease has its full term unexpired;
 - (iii) that rent payable throughout the term of the lease was a nominal rent; and
 - (iv) that there was no enhancement or detriment to the value of the lease of the land attributable to any contemplated variation to the terms and conditions upon which it was held;
- (j) "Territory" means -
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter, the first of such payments to be made on the first day of *October* Two thousand and *four* ;

ADDITIONAL RENT

- (b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Authority as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

gm

GOODS AND SERVICES TAX

- (c) That in addition to any other moneys payable under or in respect of this lease the Lessee shall pay to the Authority upon demand an amount equal to the amount payable by the Authority for GST in respect of this lease (where "GST" has the meaning the term has in the A New Tax System (Goods and Services Tax) Act 1999 (C'th) as amended from time to time);

MANNER OF PAYMENT OF RENT

- (d) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

- (a) That the lease period commencing on the ~~seventeenth~~^{seventeenth} day of ~~August~~^{August} Two thousand and four and ending on the last day of the term of the lease shall be divided into assessment periods as follows -
- (i) the first assessment period shall commence on the **first** day of **October Two thousand and six** and run for three years; and
- (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term thereof;

DETERMINATION OF SITE VALUE

- (b) That the Authority shall make or cause to be made a determination of the site value in respect of each assessment period and shall calculate the annual rental for such period by applying the percentage rent to the site value so determined. The Authority shall within fourteen days of the determination of the site value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the percentage rent assessed for the previous assessment period;

DETERMINATION BINDING UNTIL SUBSEQUENT DETERMINATION

- (c) That the rent determined by the Authority and notified to the Lessee shall be binding on both the Authority and the Lessee and shall be applied for all purposes of this lease as the rent in respect of the assessment period to which it relates;

AUDITED STATEMENT

- (d) That the Lessee shall within three (3) months of the end of each accounting year furnish to the Authority a statement certified by a registered company auditor or some other person approved in writing by the Authority as to the Lessee's revenue and expenditure for the immediately preceding accounting year.

Such statement shall be in such form and style and shall contain such details as the Authority may reasonably require and the Lessee shall provide such further details and explanations as are reasonably required by the Authority in respect of such statement.

4. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

PURPOSE

- (a) (i) To use that part of the premises known as Block 1 only for the purpose of a club house for occupation exclusively by the YMCA Sailing club as its base of sailing operations on the adjacent Lake and within these premises affording areas for recreation instruction light refreshment management locker room and toilet facilities storage for ministration to and fabrication of members' club and visitors' craft and for associated light boat handling facilities and vehicular parking;
- (ii) To use that part of the premises known as Blocks 2 and 3 only for the purpose of a boatshed and associated activities of the Lessee PROVIDED THAT the boatshed shall only be constructed or located on Block 2 and it is FURTHER PROVIDED THAT the Lessee shall permit members of the public to use Block 3 for the purposes of rigging and launching of sailing boats and activities associated therewith;

ASSIGNMENT AND SUB-LETTING

- (b) That the Lessee shall not assign transfer or part with possession of the whole or any portion of the premises without the previous consent in writing of the Authority;

INDEMNITY

- (c) To indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits or demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants and agents by any person or body of persons arising out of the occupation of the premises by the Lessee his servants or agents under this lease or arising out of the failure of the Lessee to observe the covenants herein contained;

MANAGEMENT

- (d) To manage the premises and business to the satisfaction of the Authority and in accordance with the laws in force in the said Territory relating thereto;

POKER MACHINES

- (e) That the Lessee shall not install suffer or permit the installation or use of any poker machines in or on the premises;

LIQUOR

- (f) That the Lessee shall not sell or suffer or permit the sale of any alcoholic beverages on or in the premises without the previous consent in writing of the Authority;

- LANDSCAPING (g) That the Authority may in its absolute discretion direct the Lessee in writing as to the manner in which any portion of the land shall be landscaped and the Lessee shall at his own expense comply with such direction within such time as the Authority allows;
- ADVERTISEMENTS (h) That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority other than a conspicuous sign on Block 3 reading "Public Boat Launching and Rigging Area";
- CLEAN AND TIDY (i) That the Lessee shall at all times keep the premises clean tidy and free from debris dry herbage rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may at the cost of the Lessee cause any matter or thing to be removed from the premises and restore the premises to a clean and tidy condition;
- GARBAGE (j) That the Lessee shall place garbage and litter generated in the premises in covered containers in the garbage collection area;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (l) That the Lessee shall not without the previous approval in writing of the Authority erect any building on the land or remove alter damage any portion of the premises;
- REPAIR (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

gm

RIGHT OF
INSPECTION

- (o) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

- (p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

- (a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;

COMPENSATION

- (b) To pay to the Lessee at the expiration or determination of this lease the value of the building or any other improvement constructed or made by the Lessee upon the premises PROVIDED ALWAYS THAT –
- (i) the building or other improvement was constructed or made with the previous consent in writing of the Authority;
- (ii) prior to the construction or making of the building or other improvement the building or other improvement was specified in writing by the Authority as a building or improvement in respect of which compensation shall be payable; and
- (iii) the building or other improvement shall not be removed by the Lessee.

6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if -
- (i) any rent payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the Lessee shall commit a breach of Clause 4 (b) of this lease; or

gm

- (iii) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a) (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a) of this lease;

REMOVAL OF
FITTINGS AND
FIXTURES

- (c) That the Lessee may at the expiration or sooner surrender or termination of the lease pull down remove and carry away any fitting fixture furnishing installation plant machinery or other improvement supplied and installed in or on the premises by the Lessee during the term of the lease provided that the Lessee shall restore and make good to the satisfaction of the Authority any damage thereby caused to the premises;

FURTHER LEASE

- (d) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF
POWERS

- (f) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by –
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

gm^e

- (i) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this Lease.

Signed by
 a delegate authorised to execute this lease
 on behalf of the Commonwealth in the
 presence of

DEBORAH LYNN WILLENBRECHT

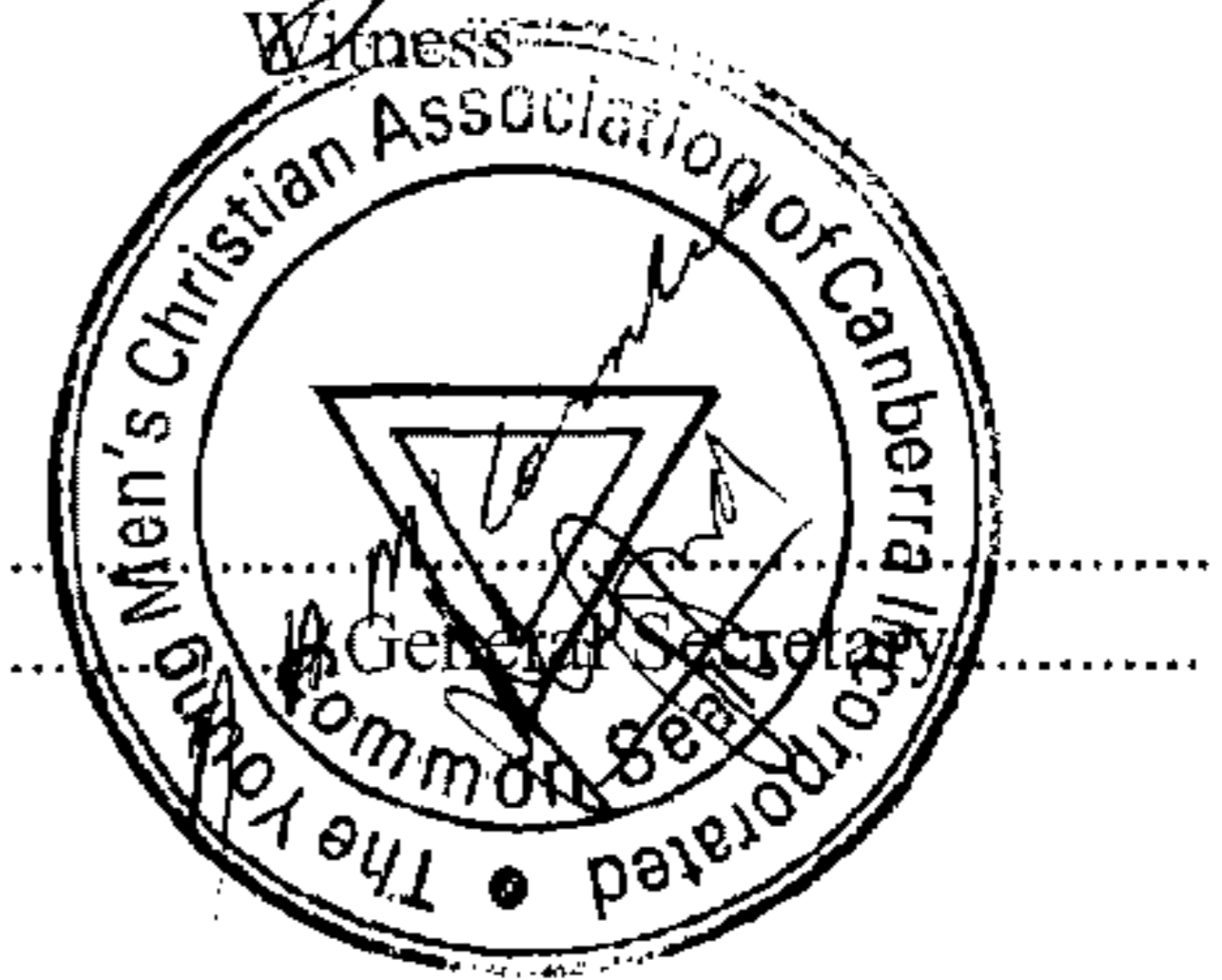
Rhonda Myers

)
) *Deborah Lynn Willenbrecht*
)
) Delegate
)

Rhonda Myers

 Witness

The Common Seal of THE YOUNG MEN'S
 CHRISTIAN ASSOCIATION OF CANBERRA
 INCORPORATED was hereunto affixed by
 authority of the Board of Directors by the
 General Secretary and in the presence of:



RM



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr Andrew O'Neil
CEO
YMCA Canberra
35 Alexandrina Drive
YARRALUMLA ACT 2600

Dear Mr O'Neil

YMCA Premises at 35 Alexandrina Drive Yarralumla

Thank you for your letter of 8 August 2018 to Mr Craig Simmons regarding the YMCA premises at 35 Alexandrina Drive Yarralumla (Block 1 Section 18 Yarralumla). I apologise for the delay in responding.

I can confirm that the YMCA will be compliant with the terms of the lease by not exceeding the following:

1. 10 employees on the property on the basis that those people are engaged in the provision of administration associated with the aquatic recreation facility offered by the YMCA on Lake Burley Griffin.
2. The YMCA can use up to 10 per cent of the total gross floor area of the Class 9b building for office space, in accordance with the Building Code of Australia.

In meeting these conditions, the YMCA Canberra will also be compliant with the terms of the letter from Craig Simmons of 21 December 2017. Please note that if the YMCA Canberra engages additional administrative staff at the facility, or uses more than 10 per cent of the total gross floor area for office space, then it may be non-compliant and I may decide to take regulatory action.

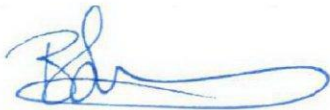
To finalise this particular matter I will require evidence that you are complying. This could include the details of the staff who are employed on the premises, their duty statements and evidence that the building use complies. To assist in this, when you believe you have reached a level of compliance, I will have Access Canberra inspectors undertake an inspection of the premises. Please contact Mr Daniel Curtin, Deputy Director, Regulatory Solutions and Compliance, his details are below, to arrange for the inspection.

I would also like to take this opportunity to thank the YMCA board for giving consideration to the YMCA's use of the Yarralumla Community Hall. The Crown Lease for Block 3 Section 53 Yarralumla, where the hall is located, provides that the lease may be terminated if the land is at any time not used for a period of one year for the purpose for which the lease is granted. The purpose of the lease is for the purpose of a Community/Youth Centre.

Access Canberra has received complaints about the condition of the Yarralumla Community Hall, including allegations that the property has not been used for a period of one year for the purpose for which the lease is granted. I acknowledge that the YMCA is currently taking steps to maintain the building and I encourage you to ensure that this occurs in a reasonable period of time.

If you would like to discuss this matter further please contact Mr Curtin on 6207 6189 or daniel.curtin@act.gov.au.

Yours sincerely



Ben Green
Director, Regulatory Solutions and Compliance
Access Canberra
15 October 2018

From:"Sheargold, Andrew"
Sent:23/01/2019 4:17 AM
To:"Curtin, Daniel" <Daniel.Curtin@act.gov.au>
Subject:YMCA [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Dan,

Corey just returned from the YMCA office in Yarralumla.

Observations:

- The YMCA have significantly reduced the amount of goods stored in the building.
- the staffing capacity in the building has been reduced accommodate 5 employees.
- due to time constraints, the floor space occupied in the building was not measured. The inspector was however confident that more than 10 percent of the gross floor area was being occupied as office space.

A formal inspection is planned for next week with Doug and Peter and I recommend this still go ahead.

Cheers
Andrew

Andrew Sheargold | Senior Investigator | Building and Planning Compliance
Phone: 0466 651 779 | Email: andrew.sheargold@act.gov.au
Access Canberra | ACT Government





ACT
Government

Chief Minister, Treasury and
Economic Development

Record of Inspection

Block: 1 **Section:** 18 **Division:** Yarralumla

Date of Inspection: 30 January 2019

Time Inspection Commenced: 10:00 am

Time Inspection Completed: 10:45 am

Did you access leased land?: Yes

If you accessed leased land, under what authority?: Consent to entry under Section 389(1)(b) of the Planning and Development Act ,

Photographic Evidence:

Photo No.	Photo Name	Taken From
1	Measurement of office space	Within the building
2	Contextual of office	Within the building
3	Measurement of office space	Within the building
4	Contextual of office	Within the building

Purpose: Peter Apps and Doug Farr conducted a follow up inspection in regards to an allegation that the YMCA has exceeded their allocated office space for the building.

Findings and Facts: On inspection met with Torrien Lau CEO of the YMCA and introduced ourselves and obtained consent to enter. I explained to Torrien the purpose of our inspection was just a follow up inspection from last week to take measurements of the office space currently being used. The office area measured is 5.5m x 5.46m giving a total of 30.3sq metres of office space and within this there is availability for four people to occupy. Taking into consideration that the floor area of the building is approximately 400sq metres and the allowable office space permitted is 10% of this which is 40sq metres, the office space currently being used is well within the percentage permitted for office space.

Peter Apps
Inspector
Access Canberra

Doug Farr
Inspector

31 January 2019









From: "Curtin, Daniel" <Daniel.Curtin@act.gov.au>

Sent: 29/01/2019 9:41 PM

To: "Gaze, Reuben" <Reuben.Gaze@act.gov.au>; "Sheargold, Andrew" <Andrew.Sheargold@act.gov.au>

Subject: RE: chat about YMCA [SEC=UNCLASSIFIED]

OK – so to confirm, Doug maintains carriage and finalises this week pls.

Speak with Rueben about how to finalise pls as this is a legacy matter which he has dealt with before.

From: Gaze, Reuben

Sent: Wednesday, 30 January 2019 8:24 AM

To: Sheargold, Andrew <Andrew.Sheargold@act.gov.au>

Cc: Curtin, Daniel <Daniel.Curtin@act.gov.au>

Subject: Re: chat about YMCA [SEC=UNCLASSIFIED]

No worries. Thanks Andrew.

Sent from my iPad

On 30 Jan 2019, at 12:36 am, Sheargold, Andrew <Andrew.Sheargold@act.gov.au> wrote:

Hi Ruben,

Douglas Farr has carriage of this and has done since joining the team. Corey only helped out in Doug's absence last week with a quick update inspection.

Douglas should be back today and I will ensure he keeps the matter as a priority.

Regards

Andrew

Get [Outlook for iOS](#)

From: Gaze, Reuben <reuben.gaze@act.gov.au>

Sent: Tuesday, January 29, 2019 4:42 pm

To: Sheargold, Andrew

Cc: Curtin, Daniel

Subject: RE: chat about YMCA [SEC=UNCLASSIFIED]

Hi Andrew

My area can keep carriage of it pending outcome of lease inspection if that suits. If there are any major concerns we can consider escalation if and when we get to that point.

Kind regards

Reuben Gaze | Manager, Monitoring and Inspections Team

Phone: 02 62076282 | Email: rrt@act.gov.au

Access Canberra | Chief Minister and Economic Development Directorate | ACT Government

Transact House | GPO Box 158 Canberra ACT 2601 | www.act.gov.au/accesscbr



From: Curtin, Daniel

Sent: Tuesday, 29 January 2019 3:52 PM

To: Gaze, Reuben <Reuben.Gaze@act.gov.au>; Sheargold, Andrew <Andrew.Sheargold@act.gov.au>

Subject: chat about YMCA [SEC=UNCLASSIFIED]

Hi gents,

Can you both talk to each other about YMCA Yarra.

We indicated in the report last week we were going to do a final this week for lease issues. Corey has completed last week but now doesn't think he is doing this week.

Probably need to now as we have put it in a response to Dave P.

I think a decision on who has lead on this matter is now required and that team can finalise. Happy for you both to chat and resolve this pls.

Thx Dan

From:"Apps, Peter" <peter.apps@act.gov.au>

Sent:31/01/2019 11:52 PM

To:"Gaze, Reuben" <Reuben.Gaze@act.gov.au>;"Sheargold, Andrew" <Andrew.Sheargold@act.gov.au>

Subject:YMCA Aquatic centre Yarralula [SEC=UNCLASSIFIED]

Attachments:20190130 - ROI combined.pdf

Please find attached ROI for the above and finally we can close this off.

Cheers

Peter Apps has sent you a copy of "20190130 - ROI combined" (A18808732) v1.0 from Objective.



ACT
Government

Chief Minister, Treasury and
Economic Development

Record of Inspection

Block: 1 **Section:** 18 **Division:** Yarralumla

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Peter Apps
Inspector
Access Canberra

Doug Farr
Inspector

31 January 2019









From: "Green, Ben" <Ben.Green@act.gov.au>
Sent: 06/02/2019 4:23 PM
To: "Sheargold, Andrew" <Andrew.Sheargold@act.gov.au>; "Dashwood, Corey" <Corey.Dashwood@act.gov.au>; "Gaze, Reuben" <Reuben.Gaze@act.gov.au>
Cc: "Curtin, Daniel" <Daniel.Curtin@act.gov.au>; "Zivak, Dani" <Dani.Zivak@act.gov.au>
Subject: RE: YMCA and Bentham/Hutchins Block [SEC=UNCLASSIFIED]

Hi Andrew,

Thanks for the update and for contacting Mr Lewis.

Cheers
Ben

From: Sheargold, Andrew
Sent: Wednesday, 6 February 2019 3:24 PM
To: Green, Ben <Ben.Green@act.gov.au>; Dashwood, Corey <Corey.Dashwood@act.gov.au>; Gaze, Reuben <Reuben.Gaze@act.gov.au>
Cc: Curtin, Daniel <Daniel.Curtin@act.gov.au>; Zivak, Dani <Dani.Zivak@act.gov.au>
Subject: RE: YMCA and Bentham/Hutchins Block [SEC=UNCLASSIFIED]

Hi Ben,

I just had a lengthy conversation with Mike Lewis from the YRA regarding the YMCA and the Bentham/Hutchins matters.

Out of Scope

The YMCA update was not so well received. I informed Mr Lewis that we had conducted a number of inspections in late January which resulted in a recommendation the matter be closed. Mr Lewis did not accept this response and is still maintains the building is being used by the YMCA as its corporate headquarters and was therefore in breach of its lease conditions. Mr Lewis accepted that the YMCA was using less than 10% of the floor space however he questioned the nature of this activity and is not satisfied it is being used for the purpose of administering sailing activities. Mr Lewis asked is we had established what the nature of administrative work was being undertaken by YMCA staff and I explained that our powers are not extend to compelling an individual to disclose the nature of work they are undertaking in an office environment. I further explained that as 90% of the building was not being used for administration, we were satisfied the small scale operation observed would likely fit the lease provisions of administering sailing activities.

Mr Lewis indicated the YRA would apply for a CAO for the allegation of failing to comply with the conditions of a lease and he said they would be prepared to take it to ACAT if necessary.

I am comfortable with the decision to close the case and I am happy to defend it moving forward.

I provided Mr Lewis with my mobile number and I am happy to take the lead on keeping the YRA informed as the Bentham/Hutchins matter progresses.

Happy to discuss.

Andrew

Andrew Sheargold | Manager – Investigations | Building and Planning Compliance
Phone: (02) 6207 3918 - 0466 651 779 | Email: andrew.sheargold@act.gov.au
Access Canberra | ACT Government



From: Green, Ben
Sent: Tuesday, 5 February 2019 4:01 PM
To: Dashwood, Corey <Corey.Dashwood@act.gov.au>; Sheargold, Andrew <Andrew.Sheargold@act.gov.au>; Gaze, Reuben <Reuben.Gaze@act.gov.au>
Cc: Curtin, Daniel <Daniel.Curtin@act.gov.au>; Zivak, Dani <Dani.Zivak@act.gov.au>
Subject: RE: YMCA and Bentham/Hutchins Block [SEC=UNCLASSIFIED]

Thanks, Corey. I just spoke with Dan, I think Reuben was going to make contact with Mr Lewis.

Reuben/Corey,
Can we have one consolidated response, I don't mind who it comes from.

Cheers
Ben

From: Dashwood, Corey
Sent: Tuesday, 5 February 2019 3:58 PM
To: Green, Ben <Ben.Green@act.gov.au>; Sheargold, Andrew <Andrew.Sheargold@act.gov.au>
Cc: Curtin, Daniel <Daniel.Curtin@act.gov.au>; Zivak, Dani <Dani.Zivak@act.gov.au>
Subject: RE: YMCA and Bentham/Hutchins Block [SEC=UNCLASSIFIED]

Hi Ben,

I will respond in Andrews absence, and email Mike.

FYI case is closed as it was determined that less than 10% of the floor space was utilised as office space.

From: Green, Ben
Sent: Tuesday, 5 February 2019 3:53 PM
To: Sheargold, Andrew <Andrew.Sheargold@act.gov.au>; Dashwood, Corey <Corey.Dashwood@act.gov.au>
Cc: Curtin, Daniel <Daniel.Curtin@act.gov.au>; Zivak, Dani <Dani.Zivak@act.gov.au>
Subject: FW: YMCA and Bentham/Hutchins Block [SEC=UNCLASSIFIED]

Hi Andrew,

Please see email below from Dave. Could you please contact Mr Lewis today.

Cheers
Ben

From: Pepper, Dave
Sent: Tuesday, 5 February 2019 3:20 PM

To: Green, Ben <Ben.Green@act.gov.au>
Subject: Fwd: YMCA and Bentham/Hutchins Block

Hi Ben

This is the one I asked be closed out a week or two ago with the YRA. Can you get someone to advise Mike today of the outcome please.

Thanks

Dave

Begin forwarded message:

From: Yarralumla Residents Assoc. <Info@YarralumlaResidents.org.au >
Date: 5 February 2019 at 12:26:09 pm AEDT
To: Peffer Dave <Dave.Peffer@act.gov.au >
Cc: YRA Committee <Committee@YarralumlaResidents.org.au >
Subject: Fw: YMCA and Bentham/Hutchins Block

Dave

I haven't heard back from anyone on the compliance team.
I'm heading overseas tomorrow and anything you can do to expedite the query would be much appreciated.

Regards

Mike Lewis

President YRA

From: Yarralumla Residents Assoc.
Sent: Wednesday, 30 January 2019 2:44 PM
To: acbuildingandplanningcompliance@act.gov.au; actbuildingandplanningcompliance@act.gov.au
Subject: Fw: YMCA and Bentham/Hutchins Block

I refer to my email below. Apparently Ms Crossman is on leave until mid-2019 and her out of office reply advised to contact this email address.

I can be contacted on 0418 289 203

Mike Lewis

From: Yarralumla Residents Assoc.
Sent: Tuesday, 29 January 2019 4:57 PM
To: Crossman, Louise
Cc: YRA Committee
Subject: YMCA and Bentham/Hutchins Block

Dear Louise

During our meeting at the end of November you agreed to let us know the outcome of your inspection of the YMCA corporate headquarters to be held towards the end of January.

I understand the inspection was carried out on January 24. As a result I would be grateful for details of the result.

I also understand Dave Peffer has personally inspected the derelict building site on the corner of Bentham and Hutchins Streets leased to the Pastrello family. He agreed something needs to be done and advised us that he is looking at options to revolve the matter. Any update you can provide on this matter would also be appreciated.

Regards

Mike Lewis

President

From: "Green, Ben" <Ben.Green@act.gov.au>
Sent: 17/02/2019 5:00 AM
To: "Sheargold, Andrew" <Andrew.Sheargold@act.gov.au>
Subject: RE: YRA [SEC=UNCLASSIFIED]

Thanks for your work on this, Andrew.

Cheers
Ben

From: Sheargold, Andrew
Sent: Friday, 15 February 2019 4:11 PM
To: Green, Ben <Ben.Green@act.gov.au>
Subject: RE: YRA [SEC=UNCLASSIFIED]

Hi Ben,

In relation to the Yarralumla Residents Association (YRA) matters:

YMCA

-
Long standing dispute between the YRA and the YMCA regarding an allegation of building use outside the lease provisions. In November 2011 this matter was the subject of a 2011 decision review (AT 35 of 2011) between ACTPLA and the YMCA. The Decision found in favour of ACTPLA and the YMCA were ordered to comply with the provisions of the lease, specifically not using the premises as a head office or for general administrative functions. In 2012 Environment, Planning and Sustainable Development Directorate (EPSDD) granted an amendment to the lease to allow administrative functions. The use of the building has been in dispute ever since.

Recent activity:

- 16 March 2018 – YRA write to MLA Mick Gentleman and Access Canberra Acting DG David Snowden regarding the lack of enforcement of the lease provisions of the YMCA building at Yarralumla.
- No action was taken at this time as the YMCA were granted an amendment to the Crown Lease in 2012 by EPSDD to allow general administration until 31 December 2017. This was extended until 31 December 2018.
- In January 2019 two inspections were conducted at the YMCA building (23 and 30 Jan) and on both occasions Inspectors observed less than 10% of the floor space being used for administrative purposes.
- On 5 February 2019 the case was closed as the administrative activities observed in the building were small in scale and would likely fit the requirements of the lease.
- The YRA President Mike Lewis was contacted by phone on 6 February 2019 and an update on the matter was provided. Mr Lewis expressed his disappointment with this outcome and advised the YRA will continue to pursue the matter.

They YRA continue to maintain the YMCA are in breach of their lease conditions however they have failed to provide any evidence to support this claim. Access Canberra Inspectors were satisfied the YMCA were not operating outside the conditions of the lease and any further use of powers without new supporting evidence would be considered unreasonable.

Out of Scope

Out of Scope



cheers
Andrew

Andrew Sheargold | Manager – Investigations | Building and Planning Compliance
Phone: (02) 6207 3918 - 0466 651 779 | Email: andrew.sheargold@act.gov.au
Access Canberra | ACT Government



From: Green, Ben
Sent: Friday, 15 February 2019 11:03 AM
To: Sheargold, Andrew <Andrew.Sheargold@act.gov.au>
Subject: YRA [SEC=UNCLASSIFIED]

Hi Andrew,

I need to provide an update to the Minister on Monday morning in relation to our interactions with the YRA. Could you please provide me with dot points, email is fine, regarding the two matters, including dates and an expected timeframe, challenges etc.

Cheers

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