



AGENDA PAPER

and
accompanying documents
for the

Ordinary Meeting of the Board
of the
Yarra Plenty Regional Library Service

Thursday 11 December 2025
at
6.00pm

Diamond Valley Library, Civic Drive,
Greensborough, VIC 3088

TO BOARD MEMBER

Yarra Plenty Regional Library Board Meeting will be held on:

DATE AND TIME:

Thursday 11 December 2025 at 6.00pm

LOCATION:

Diamond Valley Library, Civic Drive, Greensborough, VIC 3088

APOLOGIES:

If you cannot attend the meeting, please email dlamb@ypri.vic.gov.au
by **Monday 8 December 2025**

Chief Executive Officer

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A. Welcome and Apologies

Cr Alison Champion | Joseph Tabacco is the nominate proxy

B. Acknowledgement to Traditional Custodians

“YPRL acknowledges the Wurundjeri, Woi-wurrung peoples of the Kulin Nation as the Traditional Owners of this Land, paying respects to all Aboriginal and Torres Strait Islander Elders past, present and emerging who have resided in the area. We support the Uluru Statement from the Heart.”

C. Disclosures of Interest, declaration of Pecuniary and Conflict of Interest

D. Confirmation of the Minutes of the Meeting 23 October 2025 and Circular Motion 13 October 2025

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MINUTES

E. Actions Arising

OCTOBER 2025

Agenda Item 7: Quarterly Finance Report September 2025

Action:

Investigate whether YPRL is receiving the correct rate of interest for 'at call' deposits as per the Central Banking System state contract rate

Outcome:

YPRL Management reviewed the existing Banking and Financial Services agreement and identified that, following Banyule's transition to the SPC contract, YPRL remained under Banyule's previous agreement. To address this, YPRL Management has submitted the necessary documentation to align YPRL with the SPC terms and conditions for Banking and Financial Services.

MATTER IS CONCLUDED

F. Presentation of General Reports

SECTION F

Presentation of General Reports

Agenda Item 1: Meetings Procedure Local Law 2025 (DECISION)

Responsible Officer:	Chief Executive Officer
Author:	Luciano Lauronce, Acting Executive Manager Corporate Services
Attachments:	1a – Meetings Procedure Local Law 2025 1b – Member Council Ratification Notices

EXECUTIVE SUMMARY

The current Meetings Procedure Local Law 2012 has reached its statutory expiry date. In response, the Meetings Procedure Local Law has undergone a comprehensive review led by Hunt & Hunt Lawyers resulting in the development of the Meetings Procedure Local Law 2025. This updated version ensures alignment with the *Local Government Act 2020*, which preserves provisions of the *Local Government Act 1989*, was approved by YPRL Board after no public submission received and ratified by each Member Council.

RECOMMENDATION

THAT the Board resolves to:

- 1. RECEIVE and NOTE the Meetings Procedure Local Law 2025.**

M: _____
S: _____

- 2. ADOPT the Meetings Procedure Local Law 2025.**

M: _____
S: _____

- 3. AUTHORISE the CEO to publish in the Government Gazette the Meetings Procedure Local Law 2025 and its subsequent submission to the Minister.**

M: _____
S: _____

REPORT

KEY INFORMATION

The Meetings Procedure Local Law 2025 (Local Law) establishes clear and consistent rules governing the conduct of meetings of the Library Board and its Committees. It also outlines procedures for the election of the Chair and Deputy Chair, and the use of the Library Board's common seal.

The Local Law has undergone a comprehensive review led by Hunt & Hunt Lawyers, ensuring alignment with the *Local Government Act 2020*, which preserves provisions of the *Local Government Act 1989*. In addition to legislative compliance, the revised Local Law includes an expanded set of definitions to enhance clarity and reflects the current practices of the Order of Business.

Public notice was inserted into the Government Gazette (see below) on 11 September 2025 stating YPRL's intention to adopt the new Local Law. There were no public submissions received.

YPRL Interim CEO notified, in writing, the member Council CEOs indicating that public notice has been published in the Government Gazette and advising the outcome of the submissions process and asked Councils to ratify the revised Local Law.

Each Member Council ratified the revised Local Law on the following dates:

Banyule City Council – 10 November 2025

City of Whittlesea – 18 November 2025

Nillumbik Shire Council – 25 November 2025

Next Steps

- After adoption, notice in Government Gazette is required.
- The adopted revised Local Law is sent to the Minister.

CONSULTATION

- Executive Leadership Team
- Hunt and Hunt Lawyers
- YPRL Board Members
- Each Member Council

CRITICAL DATES

N/A

FINANCIAL IMPLICATIONS

All financial implications are included in the body of the report.

POLICY, STRATEGY AND LEGISLATION

Regional Library Agreement 2005 Part 4.4

Local Government Act 1989, Sections 111 & 119 (Part 5 Local Laws) and Section 196(7)

LINKS TO LIBRARY PLAN

Priority 4 – Organisational Resilience

Outcomes:

- 4.3 Organisational foundations are strengthened through improved infrastructure, digital tools, and governance practices that streamline operations.

DECLARATIONS OF CONFLICT OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to the Library must disclose any interests, including type of interest.

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

CONCLUSION

The ratified Meetings Procedure Local Law 2025 by each Member Council aligns with current legislative requirements and incorporates expanded definitions and updated Order of Business to support clarity and consistency in its application.

END OF AGENDA ITEM 1 REPORT

[2 ATTACHMENTS]

YARRA PLENTY REGIONAL LIBRARY SERVICE**DRAFT MEETINGS PROCEDURE LOCAL LAW 2025****NO. 1 OF 2025****TABLE OF PROVISIONS****PART 1 - INTRODUCTION**

1. Title
2. Purpose of Local Law
3. Authorising Provisions
4. Period of Operation
5. Definitions

PART 2 - MEETINGS PROCEDURE

6. Quorum
- 6A. Out-of-Session Resolutions
7. Adjournment of Meetings
8. Business at Ordinary Meetings
9. Agenda
10. Order of Business
11. Confirmation of Minutes
12. Correspondence
13. Petitions
14. Procedure for moving Motions and Amendments
15. Proxies
16. Parliamentary Application
17. Conduct of Debate
18. Voting
19. Divisions
20. Motions
21. Debate

- 22. Points of Order
- 23. Time Limits
- 24. Notices of Motion
- 25. Revocation or alteration of previous resolutions
- 26. Suspension of Procedures
- 27. Urgent Business
- 28. Suspension from Meeting
- 29. Removal from Chamber
- 30. Offences

PART 3 - ELECTION OF CHAIR

- 31. Chief Executive Officer to Preside
- 32. Equality of Votes

PART 4 - COMMON SEAL

- 33. When is the Common Seal Used?
- 34. Who keeps the Common Seal?
- 35. Signatures to accompany Common Seal
- 36. Unauthorised use of the Common Seal.

YARRA PLENTY REGIONAL LIBRARY SERVICE
DRAFT MEETINGS PROCEDURE LOCAL LAW 2025
NO. 1 OF 2025

PART 1 - INTRODUCTION

1. Title

This Local Law is known as the Meetings Procedure Local Law 2025.

2. Purpose of Local Law

The purpose of this Local Law is to regulate -

- a) proceedings at meetings of the Library Board and Committees;
- b) proceedings for the election of the Chair and Deputy Chair; and
- c) usage of the common seal of the Library Board.

3. Authorising Provisions

This Local Law is made under section 330 of the Act, which preserves the application of Parts 5 and 6 of the Local Government Act 1989 (Vic) as they apply to regional libraries.

4. Period of Operation

This Local Law shall come into operation at the beginning of the day on which it is gazetted and ceases to operate on the day which is ten (10) years after the day which is the earliest day on which any provision of this Local Law came into operation, unless revoked earlier.

5. Definitions

In this Local Law -

'Absolute Majority' means more than half of the number of appointed Representatives to the Board, regardless of whether those Representatives are present at the time the vote is taken

'Act' means the Local Government Act 2020 (Vic), which amended the Local Government Act 1989 (Vic)

'Authorised Officer' means a person authorised under this Local Law or pursuant to

Section 224 of the Local Government Act 1989 (Vic)

'Board' means the Yarra Plenty Regional Library Service Board

'Board Member' means a member of the Board

'Branch Library' means a library branch that is part of the Yarra Plenty Regional Library

'Chair' means the chairperson of the Board

'Committee' means a committee appointed by the Board

'Majority' means more than half of the appointed Representatives present at the time the vote is taken

'Notice of Motion ' means written notification by a Representative that they intend to propose a specific motion

'Ordinary Meeting' means a regularly scheduled meeting of the Board

'Penalty Unit' means that monetary amount set down in the Sentencing Act 1991 (Vic)

'Proxy' means an officer of a council being a member of the Board who holds authority to vote and otherwise act on behalf of the relevant Representative at a meeting of the Board

'Representative' means a councillor appointed by a member council as its delegate.

PART 2 - MEETINGS PROCEDURE

6. Quorum

- i) Subject to sub-clause (iii), a Representative may participate at a meeting of the Board or Committee by electronic means of communication.
- ii) A quorum at a meeting of the Board or Committee consists of a majority of the members of the Board physically present or participating by electronic means of communication, provided that at least one Representative from each council is physically present or participating by electronic means of communication.
- iii) A quorum for any other type of Committee is a majority of the members of the Committee physically present.
- iv) The provisions of section 79 of the Act will apply to any meetings of the Board of Committee with any necessary adaptations.

6A. Out-of-Session Resolutions

- i) An out-of-session resolution may be circulated in writing via mail or email to all Board Members. The out-of-session resolution is deemed to have passed when a

majority of the Board Members entitled to vote on the resolution respond in favour of the resolution.

ii) The out-of-session resolution is deemed to have passed on the date of the last response resulting in a Majority vote.

iii) The outcome of the out-of-session resolution will be notified to the Board by the Chief Executive Officer. The result of the resolution will be noted in the minutes at the next Board meeting.

7. Adjournment of Meetings

i) If at any meeting of the Board the number of Representatives required to form a quorum is not physically present or ready to participate by electronic means of communication within half an hour after the time appointed for such meeting, the Chief Executive Officer may adjourn such meeting to any time not later than seven days from the date of that adjournment.

ii) If at any time during any meeting of the Board the number of Representatives required to form a quorum is not physically present or participating by electronic means of communication, the Chief Executive Officer may adjourn the meeting to any time not later than seven days from the date of that adjournment.

8. Business at Ordinary Meetings

No business may be conducted at an Ordinary Meeting of the Board unless it is business of which notice has been given either by inclusion in the agenda or any report accompanying the agenda or in a Notice of Motion.

9. Agenda

i) The agenda for an Ordinary Meeting must be delivered to every Representative not less than 48 hours before the meeting.

ii) The agenda for an Ordinary Meeting must be available at each Branch Library for the public not less than 48 hours before the meeting.

10. Order of Business

The business of an Ordinary Meeting must be conducted in the following order unless the Board otherwise resolves:

- Welcome and apologies

- Acknowledgement of Traditional Custodians
- Disclosures of interest, declaration of pecuniary and conflict of interest
- Confirmation of previous meeting minutes
- Actions arising
- Presentation of General Reports
- Consideration of and action on petitions and joint letters
- General business
- Reports from delegates appointed by the Board to other bodies
- Urgent business

11. Confirmation of Minutes

- i) At every Ordinary Meeting of the Board the minutes of the preceding meeting must be dealt with as follows:
- a) if the minutes have been delivered to each Representative at least 48 hours before the meeting, a motion must be passed for confirmation of the minutes; or
 - b) if the minutes have not been so delivered, the minutes must be read and a motion must be passed for confirmation of the minutes.
- ii) No discussion is permitted on the minutes except as to their accuracy as a record of proceedings.
- iii) Once the minutes are confirmed, they must be signed by the Chair.

12. Correspondence

The Chief Executive Officer shall determine what correspondence should be placed before the Board or a Committee for its decision or information.

13. Petitions

- i) A petition or a joint letter:
- a) shall be in any legible and permanent form of writing, typing or printing;
 - b) shall not be defamatory, indecent, abusive or objectionable in language or substance, and
 - c) shall not relate to a matter beyond the powers of the Board.
- ii) Every page of a petition or joint letter shall bear the wording of the whole of the petition or request.

- iii) Any signature appearing on a page which does not bear the wording of the whole of the petition or request shall not be considered by the Board.
- iv) Every page of a petition or joint letter shall be a single piece of paper and shall not be pasted, stapled, pinned or otherwise affixed to any piece of paper other than another page of the petition.
- v) Any person appending to a petition or joint letter a signature purporting to be that of any other person or in the name of any other person is guilty of an offence.
- vi) No motion for an address or petition shall be entertained unless the mover at some previous meeting has submitted a draft of same.
- vii) No motion, except for that of receiving same, shall be made on any petition, memorial or like application until the next Ordinary Meeting of the Board after that at which it has been presented, provided that this restriction shall not apply where the Board determines by a Majority vote of those present that the matter is one of urgency and should be dealt with at the meeting at which it is presented.
- viii) No petition shall be presented after the Board has proceeded to the Orders of the Day.
- ix) Every Representative presenting a petition to the Board shall state the names of the persons from whom it comes, the number of signatures attached to it, the material allegations contained in it and the prayer thereof, and the Representative may also speak to the petition.

14. Procedure for Moving Motions and Amendments

- i) The mover must state the nature of the motion.
- ii) The Chair must call for a seconder unless the motion is a call to enforce a point of order.
- iii) If there is no seconder, the motion lapses.
- iv) If there is a seconder then the Chair must call the mover to address the meeting.
- v) After the mover has addressed the meeting, the seconder may address the meeting.
- vi) After the seconder has addressed the meeting (or after the mover has addressed the meeting if the seconder does not address the meeting), the Chair must call upon any Representative who wishes to speak against the motion.
- vii) If no Representative speaks against the motion then the Chair may put the motion.
- viii) Any Representative except the mover or the seconder of the original motion may

move or second an amendment.

ix) A Representative may speak once on the motion and once on any amendment and the mover of the original motion (not of an amendment) has a right of reply prior to the motion (or amendment) being put to a vote.

x) A Representative may be permitted by the Chair to speak more than once to explain that the Representative has been misrepresented or misunderstood.

xi) A Representative calling the attention of the Chair to a point of order is not regarded as speaking to a motion or an amendment.

xii) No motion or amendment may be withdrawn without the consent of the mover or seconder of any motion or amendment and without the further consent of the meeting.

xiii) Amendments must be dealt with one at a time.

xiv) Any subsequent amendments must not be consequently dealt with until the original amendment is decided upon.

15. Proxies

In the case where both Representatives of a member council are not present at a Board or Committee meeting, a staff member of that member council may act as Proxy and move or second resolutions and vote on resolutions on behalf of the relevant council.

16. Parliamentary Application

In all cases not otherwise provided for in this Local Law, the Board will determine its own procedures.

17. Conduct of Debate

Representatives must designate each other by their official titles.

18. Voting

When called upon by the Chair, the Representatives present must vote in accordance with the Act.

19. Divisions

i) If a division is called by a Representative, the vote must be taken by Representatives voting in the affirmative first holding up their hands and then those

voting in the negative holding up their hands. The Chair must declare the result.

ii) The Chief Executive Officer must record in the minutes the names of Representatives and whether they voted for or against.

20. Motions

i) Motions must be clear and unambiguous and not be defamatory or objectionable in language or nature.

ii) The Chair may require motions to be put in writing.

iii) The Chair may reject a motion if it is:

- a) defamatory;
- b) objectionable in language or nature;
- c) vague or unclear in intention; or
- d) outside the powers of the Board.

21. Debate

i) A Representative must address the Chair to move a motion, amendment or take part in debate.

ii) Once acknowledged by the Chair, the Representative has the floor and must not be interrupted unless called to order or time has expired.

22. Points of Order

i) The Chair is the final arbiter of all points of order.

ii) A point of order may be taken on the grounds that the matter is:

- a) contrary to this Local Law;
- b) defamatory;
- c) irrelevant;
- d) outside the Board's power; or
- e) improper.

iii) No Representative shall digress from the subject matter of the motion and discussion or comment upon the words used by any other Representative in a previous debate; and all imputations of improper motives and/or personal reflections on Representatives shall be deemed disorderly and contrary to Clause 30(a).

iv) No discussion shall be allowed on any motion for adjournment of the meeting; but if the motion is negatived upon being put, the subject then under consideration or the

next on the notice paper or any other that may be allowed precedence shall be discussed before any subsequent motion for adjournment may be made.

23. Time Limits

No Representative may speak longer than the time set out below unless granted an extension by the meeting:

The mover of a motion	5 minutes
Any other Representative	3 minutes
The mover of a motion exercising a right of reply	2 minutes

24. Notices of Motion

i) Notices of Motion must be given in writing to the Chief Executive Officer at least 7 days prior to the meeting to permit the Chief Executive Officer to give notice in the manner and time required for the meeting.

ii) The Chief Executive Officer must date and number all notices of motion in the order received.

iii) The Chief Executive Officer may reject a Notice of Motion if it is:

- a) contrary to this Local Law;
- b) defamatory;
- c) irrelevant;
- d) outside the Board's power; or
- e) improper

subject to the Chief Executive Officer first being required to provide the Representative lodging the Notice of Motion the opportunity to amend it.

iv) No Representative shall propose a motion initiating a subject for discussion at an Ordinary Meeting of the Board without having first complied with sub-clause (i).

v) Should a Representative who has given notice of a motion -

- a) be absent from the meeting; or
- b) fail to move the motion when called upon by the Chair;

then any other Representative may move the motion forthwith or move to defer its consideration.

vi) Except by leave of the Board, motions shall be moved in the order in which they have been received and recorded by the Chief Executive Officer in the Notice of Motion Book and, if not so moved or postponed, shall be struck out.

25. Revocation or Alteration of Previous Resolutions

- i) A Notice of Motion to revoke or alter a previous resolution -
 - a) must be given to the Chief Executive Officer at least 7 days prior to the meeting to enable them to give two clear days' notice to all Representatives;
 - b) must be deemed withdrawn if not moved at the next meeting at which such business may be transacted;
 - c) if it is a second or subsequent notice to revoke or alter an earlier resolution, must not be accepted by the Chief Executive Officer until a period of two months has elapsed after the date of the meeting at which the first or last motion or revocation or alteration was dealt with.
- ii) For a revocation or alteration of a previous resolution to be effective, there must be an Absolute Majority vote in favour of such revocation or alteration.

26. Suspension of Procedures

Any of the procedures in this Local Law may be suspended for a special purpose on motion upon notice duly given and shall not otherwise be suspended except by a Majority vote of the meeting.

27. Urgent Business

Any resolution proposing that a matter be dealt with as urgent business must be passed by Majority vote of the meeting.

28. Suspension from Meeting

The Board may by resolution suspend from the balance of a meeting any Representative whose actions have disrupted the business of the Board and impeded its orderly conduct.

29. Removal from Chamber

The Chair, or the Board in the case of a suspension, may ask any authorised officer or member of the police force to remove from the chamber any person who has committed an offence against this Local Law.

30. Offences

It is an offence -

a) for a Representative to not withdraw an expression, considered by the Chair to be offensive or disorderly, and satisfactorily apologise when called upon twice by the Chair to do so;

Penalty: 2 penalty units.

b) for any person, not being a Board Member, who is guilty of any improper or disorderly conduct, does not leave when requested by the Chair to do so;

Penalty: 5 penalty units.

c) for any person to fail to obey a direction of the Chair in relation to the conduct of the meeting and the maintenance of order;

Penalty: 2 penalty units

d) for a Board Member to refuse to leave the chamber on suspension.

Penalty: 5 penalty units.

PART 3 - ELECTION OF CHAIR

31. Chief Executive Officer to Preside

The Chief Executive Officer is to preside at any election of the Chair or Deputy Chair.

32. Equality of Votes

If at any election of the Chair or Deputy Chair there is an equality of votes, it shall be decided by lot which of the Representatives having an equal number of votes shall be such Chair or Deputy Chair.

PART 4 - COMMON SEAL

33. When is the Common Seal Used?

The common seal may be used only on the authority of the Board.

34. Who keeps the Common Seal?

The Chief Executive Officer must keep the common seal in safe custody.

35. Signatures to accompany the Common Seal

Every document to which the common seal is affixed must be signed by one

Representative and the Chief Executive Officer. For the avoidance of doubt, electronic signatures have the same legal effect as physical signatures.

36. Unauthorised use of the Common Seal

No person may use the common seal or any device resembling the common seal without the authority of the Board.

Penalty: 20 penalty units.

Resolution for making this Local Law agreed to by the Board of the Yarra Plenty Regional Library Service on the day of , 2025.

THE COMMON SEAL of the **BOARD** }
OF THE YARRA PLENTY REGIONAL }
LIBRARY SERVICE was hereunto affixed }
in the presence of: }

..... Representative

..... Chief Executive Officer

Notice of the confirmation of this Local Law was inserted in the Victoria Government Gazette dated the day of 2025 at page No.

A copy of this Local Law was sent to the Minister responsible for Local Government on the day of 2025.



PO Box 94
Greensborough VIC 3088

T 03 9490 4222
ABN 16 456 814 549

banyule.vic.gov.au

enquiries@banyule.vic.gov.au

19 November 2025

Nicole Rudden
Chief Executive Officer
Yarra Plenty Regional Library

Dear Nicole,

Adoption of YPRL Local Law, Supplemental Agreement and YPRL Board Delegation

Congratulations on your recent appointment as Chief Executive Officer of Yarra Plenty Regional Library. We are looking forward to working with you and the broader YPRL team and continuing our strong partnership to the benefit of the Banyule community.

I am writing to formally advise that at its meeting held on 10 November 2025, Banyule City Council adopted both the Yarra Plenty Regional Library Local Law and the associated Supplemental Agreement.

Further, I am pleased to confirm that at the Council meeting held on 18 November 2025, Council re-endorsed its Councillor delegation to the Yarra Plenty Regional Library Board. The following representatives remain appointed through to 10 November 2026:

- Cr Alison Champion – Councillor delegate
- Cr Rick Garotti – Councillor delegate
- Cr Elizabeth Nealy – Councillor substitute

Please update your records accordingly.

If you have any further queries, please contact Joseph Tabacco, Director Community Wellbeing

Yours sincerely,

A handwritten signature in blue ink that reads "Allison Beckwith".

Allison Beckwith
Chief Executive Officer
Banyule City Council

Debbie Lamb

From: Anthony Traill
Sent: Wednesday, 19 November 2025 12:51 PM
To: Debbie Lamb; Clemence Gillings
Cc: Joseph Tabacco; Agata Chmielewski; Corrienne Nichols; Luciano Lauronce
Subject: RE: Supplemental Agreement & Meeting Local Law (City of Whittlesea endorsed)

Hi Debbie and Clem,

We can now also advise that at its Ordinary Meeting held 19 November 2025, Whittlesea Council resolved to endorse both the YPRL Supplemental Agreement and Meeting Local Law, unamended.

Please note, City of Whittlesea does have an additional resolution to develop a City of Whittlesea agreement that sits under our Yarra Plenty Regional Library primary agreement. This is aimed to further enhance alignment of the library services that operate within City of Whittlesea facilities to our recently adopted Community Plan 2025 – 2029.

We will respond formally to your formal email to us to adopt these documents when our draft meeting minutes are available so I can attach them.

Thanks and regards

Anthony Traill (he/him)
Manager Active Places and Communities



Debbie Lamb

From: Corrienne Nichols Tuesday, 25 November 2025 8:28 PM
Sent: Debbie Lamb; Clemence Gillings; Joseph Tabacco; Agata Chmielewski
To: Supplemental Agreement & Meeting Local Law
Subject:

Hi Clem,

Just advising that at its Ordinary Meeting held 25 November 2025, Nillumbik Shire Council resolved to endorse both the YPRL Supplemental Agreement and Meeting Local Law.

Kind regards

Corrienne

Corrienne Nichols
Director Communities
Communities
My pronouns are: she/her



Nillumbik Shire Council
Civic Drive (PO Box 476) Greensborough Victoria 3088
03 9433 3111 | nillumbik@nillumbik.vic.gov.au
nillumbik.vic.gov.au |

Nillumbik Shire Council respectfully acknowledges and recognises the Wurundjeri Woi-wurrung as the Traditional Owner of the land on which Nillumbik is located. We pay tribute to all First Peoples living in the Nillumbik Shire, give respect to Elders past, present and emerging, and extend our respect to all First Peoples. We acknowledge that sovereignty was never ceded.

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Agenda Item 2: Supplemental Agreement 2025 (DECISION)

Responsible Officer:	Chief Executive Officer
Author:	Luciano Lauronce, Acting Executive Manager Corporate Services
Attachment:	2a – Supplemental Agreement 2025 2b – Member Council Ratification Confirmation

EXECUTIVE SUMMARY

The Supplemental Agreement 2025 has been updated by Hunt & Hunt Lawyers, ensuring alignment with provisions of the *Local Government Act 1989*, the Yarra Plenty Regional Library Primary Agreement, approved by YPRL Board, and ratified by each Member Council.

RECOMMENDATION

THAT the Board resolves to:

1. RECEIVE and NOTE the Supplemental Agreement 2025.

M: _____
S: _____

2. ADOPT the Supplemental Agreement 2025.

M: _____
S: _____

3. AUTHORISE the Chief Executive Officer to forward the Supplemental Agreement 2025 to each member council for signing.

M: _____
S: _____

4. AUTHORISE the Chief Executive Officer to forward the signed Supplemental Agreement 2025 to the Minister for Local Government for publication in the Government Gazette.

M: _____
S: _____

REPORT

KEY INFORMATION

Banyule City Council, Nillumbik Shire Council, and City of Whittlesea are parties to an agreement that formed Yarra Plenty Regional Library Service. This agreement, the Primary Agreement, made on 14 December 1995 was subsequently amended in 2005 and then by Supplemental Agreements made in 2010, 2015 and 2020.

Clause 14.1 of the Primary Agreement requires that the parties and the Board of the Yarra Plenty Regional Library Corporation review the operation of the Primary Agreement at least once in every five years. The revision of the Primary Agreement, led by Hunt & Hunt Lawyers, is set out in the Supplemental Agreement 2025.

Each member council ratified the Supplemental Agreement 2025 on the following dates:

Banyule City Council – 10 November 2025

City of Whittlesea – 18 November 2025

Nillumbik Shire Council – 25 November 2025

CRITICAL DATES

- 31 December 2025 – Under the terms of the Regional Library Agreement, review to take place at least once in every 5 years.

FINANCIAL IMPLICATIONS

All financial implications are included in the body of the report.

POLICY STRATEGY AND LEGISLATION

Local Government Act 1989.

Regional Library Agreement 2005

LINKS TO LIBRARY PLAN

Priority 4 – Organisational Resilience

Outcomes:

- 4.3 Organisational foundations are strengthened through improved infrastructure, digital tools, and governance practices that streamline operations.

DECLARATIONS OF CONFLICT OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to the Library must disclose any interests, including type of interest.

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

CONCLUSION

The Supplemental Agreement 2025 ensures alignment with provisions of the *Local Government Act 1989* and the Yarra Plenty Regional Library Primary Agreement. It was approved by YPRL Board and ratified by each Member Council.

END OF AGENDA ITEM 2 REPORT

[2 ATTACHMENTS]



Banyule City Council (Banyule)
Nillumbik Shire Council (Nillumbik)
City of Whittlesea Council (Whittlesea)

Supplemental Agreement 2025

Level 5, 114 William Street, Melbourne VIC 3000 | GPO Box 1533, Melbourne VIC 3001
T +61 3 8602 9200 | F +61 3 8602 9299
Ref: AKTS:9634096

Supplemental Agreement 2025

Parties

Banyule City Council
1 Flintoff Street, Greensborough, Victoria 3088 ("Banyule")

Nillumbik Shire Council
Civic Drive, Greensborough, Victoria 3088 ("Nillumbik")

City of Whittlesea Council
25 Ferres Boulevard, South Morang, Victoria 3752 ("Whittlesea")

Background

- A. Banyule, Nillumbik and Whittlesea are parties to an Agreement To Form Yarra Plenty Regional Library Service, made on **14 December 1995, revised in 2005**, and subsequently amended by Supplemental Agreements made in 2010, 2015 and 2020 (the Primary Agreement).
- B. The Primary Agreement was approved by the Minister administering the *Local Government Act 1989*, by a notice published in the *Victoria Government Gazette*.
- C. Clause 14.1 of the Primary Agreement requires that the parties and the Board of the Yarra Plenty Regional Library Corporation review the operation of the Primary Agreement at least once in every five years.
- D. Banyule, Nillumbik and Whittlesea have, together with the Board of the Yarra Plenty Regional Library Corporation, reviewed the Primary Agreement and have determined to amend the Primary Agreement in the manner set out in this Supplemental Agreement 2025.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Supplemental Agreement, unless the context or subject-matter indicates otherwise:

"the Minister" means the Minister Administering the *Local Government Act 1989*; and

"the Primary Agreement" means the Agreement To Form Yarra Plenty Regional Library Service, made on 14 December 1995, revised in 2005, including the subsequent Supplemental Agreements made in 2010, 2015 and 2020.

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2. Amendments

- 2.1 This Supplemental Agreement expires on 1 July 2031 in accordance with section 197G of the *Local Government Act 1989*, being 10 years after the commencement of section 110 of the *Local Government Act 2020*. This Supplemental Agreement will be reviewed 12 months prior to its expiry.
- 2.2 The text of Schedule 1 to the Primary Agreement is deleted and replaced by the text of Annexure A to this Supplemental Agreement.
- 2.3 Part C has been inserted into Annexure A as a new section.
- 2.4 The text of Schedule 3 to the Primary Agreement is deleted and replaced by the text of Annexure C to this Supplemental Agreement.
- 2.5 The Board has exclusive jurisdiction to amend the Annexures in this Supplemental Agreement.

3. Conditional Precedent

This Supplemental Agreement has no effect until it is approved by the Minister in accordance with section 196(8) of the *Local Government Act 1989*.

Executed on

2025

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Signing Page

Executed by the parties as a deed on the date earlier specified.

Executed for and on behalf of **BANYULE CITY COUNCIL** by authority of the Chief Executive Officer or Director

Name:

Title:

Chief Executive Officer or Director:

THE COMMON SEAL of the **NILLUMBIK SHIRE COUNCIL** was affixed hereto on the day
...../...../ 2025

on the authority of the Council and signed by:

Councillor:

Chief Executive Officer:

THE COMMON SEAL of **CITY OF WHITTLESEA COUNCIL** is affixed in the presence of:

Councillor:

Chief Executive Officer:

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Annexure A

STATEMENT OF COUNCIL AND REGIONAL LIBRARY ASSETS

Part A

Council Assets provided for Regional Library Use:

All building fixtures and fittings as purchased by a Council

All structural elements of each library building, including plumbing, heating and air conditioning systems, hot water supply

Located at:

Banyule City Council

- (a) Ivanhoe Library and Cultural Hub (ILCH)
275 Upper Heidelberg Road
Ivanhoe 3079
- (b) Rosanna Branch Library
72 Turnham Avenue
Rosanna 3084
- (c) Watsonia Branch Library
4-6 Ibbotson Street
Watsonia 3087
- (d) West Heidelberg Library (Mini Branch)
15 Alamein Road
Heidelberg West 3081
- (e) Bellfield Community Hub Click & Collect Service
15 Daphne Crescent
Bellfield 3081

City of Whittlesea

- (a) Lalor Branch Library
2A May Road
Lalor 3075
- (b) Mill Park Branch Library
394 Plenty Road
Mill Park 3082
- (c) Thomastown Branch Library
52 Main Street
Thomastown 3074
- (d) Whittlesea Branch Library
Whittlesea Community Activity Centre
57-61 Laurel Street
Whittlesea 3757

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- (e) Galada Community Centre Hub Click & Collect Service
10A Forum Way
Epping 3076
- (f) Kirrip Hub Click & Collect Service
135 De Rossi Boulevard
Wollert 3750
- (g) Mernda Library (Mini Branch)
180 Riverdale Boulevard
Mernda 3754
- (h) Murnong Library (Mini Branch)
183 Olivine Boulevard
Donnybrook 3064

Nillumbik Shire Council

- (a) Diamond Valley Branch Library
Civic Drive
Greensborough 3088
- (b) Eltham Branch Library
Panther Place
Eltham 3095
- (c) Hurstbridge Hub Click & Collect Service
50 Graysharps Road
Hurstbridge 3099

Part B

Regional Library Assets:

Assets acquired by the Regional Library, as defined in the register of Regional Library assets referred to in clause 6.1.3 of the Primary Agreement.

Part C

Service Model Hierarchy:

A Service Model Hierarchy provides a framework in which libraries for different communities and catchments can be scaled:

Three destination libraries – one for each member Council region:

- (d) Ivanhoe Library and Cultural Hub;
- (e) Mill Park Library; and
- (f) Eltham Library,

providing services to the wider regions with extended opening hours. These destination libraries are large libraries and are architecturally significant civic buildings.

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Branch Libraries – suburban and town-based libraries providing a range of community-focussed services. Computers, printing and public wi-fi are offered in conjunction with regular programming and weekend and evening hours on offer.

Mini Branch Libraries – providing a local service that is complemented by services in larger nearby branches. Mini Branch Libraries are fully staffed for a minimum of five days per week, offer computers, printing and public wi-fi. Opening hours can vary and may not include weekend opening. Collection size will be less than 15,000 items and will be curated to be relevant to local communities. Mini Branch Libraries can be co-located within other community service centres or a leased shopfront.

Click and Collect Service – integrated within community activity centres (hubs). The Click and Collect Community Library Hub provides access to collections, reservations with a place-based program delivered. Limited staff hours are allocated for the hubs to manage the collection and deliver a limited program designed for local needs. No evening or weekend hours are provided.

Mobile Libraries – providing services to remote and rural communities. This includes the Mobile Library and the Outreach Library which serves retirement villages and nursing homes.

eLibrary Services – providing website access to all online library resources 24/7.

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Annexure B

ROTATION OF CHAIR

For the twelve month period commencing:

2026	Chair: Deputy Chair:	City of Banyule City of Whittlesea
2027	Chair: Deputy Chair:	City of Whittlesea Shire of Nillumbik
2028	Chair: Deputy Chair:	Shire of Nillumbik City of Banyule
2029	Chair: Deputy Chair:	City of Banyule City of Whittlesea
2030	Chair: Deputy Chair:	City of Whittlesea Shire of Nillumbik
2031	Chair: Deputy Chair:	Shire of Nillumbik Banyule

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Annexure C

NET COST APPORTIONMENT

This net cost apportionment Annexure is based upon the following principles:

- a discrete net cost shall be assigned to each Branch Library, and
- each Council shall contribute to the Regional Library in proportion to the use made of each Branch Library by its residents.

The apportionment process shall be:

Part A

Expenditures

Each Council's annual financial contribution will be established:

First by forecasting the expenditures to be made in respect of each Branch Library on the basis defined below, and

Second by allocating to Councils the forecast expenditures of each Branch Library on the basis defined below:

(1) The following expenditures will be attributed to each Branch Library:

- (a) Direct expenditures made in respect of each Branch Library
- (b) Indirect expenditures will be appointed to Branch Libraries on the following basis:
 - (i) Collection costs (including salaries of relevant Library Support Staff ("LSS")) are allocated in the proportion which the collection size of each Branch Library bears to the total collection size of all Branch Libraries in the region collectively comprising the municipal districts of Banyule, Nillumbik and Whittlesea ("the region").
 - (ii) Computer expenditure (including all capital and operational expense related to the provision of IT services and salaries of relevant LSS) is allocated by the number of PCs per location.
 - (iii) Organisational Development expenditure (including all training, WorkCover and OH&S and salaries of relevant LSS) is allocated by the number of Equivalent Full Time positions per location.
 - (iv) Community Engagement expenditure (including costs of programs, activities and promotions at each branch and delivery of items across the region and salaries of relevant LSS) is allocated by total attendance at library programs conducted at each branch.
 - (v) Branch-run courier costs are allocated by the number of branches in each municipality.
 - (vi) Mobile Library expenditure is allocated by the number of hours of service in each municipality.

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- (vii) Capital expenditure is allocated back to the relevant department and allocated accordingly.
 - (viii) Administrative costs (including advertising, legal, stationery, phones and the like and salaries of relevant LSS) which are regional expenses are allocated by the number of branches in the municipality.
 - (ix) Salaries expenditure (including all oncosts) of Executive Management staff is allocated according to usage.
- (2) Forecast expenditures of each Branch Library will then be allocated to Councils in accordance with the following principles:
- (a) allocation will depend upon usage, so that forecast expenditures will be allocated to Councils in the proportion which usage of each Branch Library in their municipalities bears to the total usage of all Branch Libraries in the region based on:
 - (i) 50% being referable to loans of physical collection items;
 - (ii) 25% being referable to attendance at library programs; and
 - (iii) 25% being referable to the number of computer and wifi sessions; and
 - (b) the usage of each Branch Library will be the average annual amount over the immediately preceding three calendar years (so that, for example, usage for the 2026/2027 Financial Year will be determined in January 2026 based on the average of annualised usage data from January 2023 to December 2025 inclusive).

Part B

Income

Each Council's annual financial contribution will be reduced by the amount of income it receives by way of State Government library subsidies and grants, and by the amount of income forecast to be earned by Branch Libraries and the Regional Library.

All income received from the State Government library subsidies and grants and referable to a particular Council will be deducted from that Council's cost of using the library service.

Each Council's share of other income will reflect the extent to which the Council contributes to the cost of earning that income, and:

- (1) If the cost of earning the income is a Direct Expenditure, then the income earned from that expenditure will be apportioned to the Branch Library in accordance with Part A (1)(a) above and will reduce the forecast expenditures of the Branch Library (income in this category includes photocopy charges, public telephone charges and merchandise sales).
- (2) If the cost of earning the income is an Indirect Expenditure, then the income earned from that expenditure will be apportioned to Councils in the proportion which each Council contributes to that expenditure (income in this category includes overdue charges and damaged book charges).

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- (3) Interest income earned by the Regional Library will be apportioned to Councils in proportion to the forecast contribution to be made by each Council to the Regional Library.

Non-Resident Usage

The Councils recognise that use of the expenditure sharing principles defined in this Annexure may financially disadvantage a Council which makes a large number of loans to residents of municipalities which are not parties to this Agreement. If non-resident usage becomes significant the Councils agree:

- (1) actively to seek appropriate financial contributions from those municipalities whose residents use the Branch Library, and if this is unsuccessful,
- (2) to renegotiate the expenditure sharing principles of this Agreement.

Decisions Relating to Direct Expenditures

Each Council which, during the preceding financial year, contributed to more than 20% of the Direct Expenditures of a Branch Library must be consulted before Direct Expenditure commitments are made in respect of that Branch Library.

Any Council which, during the preceding financial year, contributed to more than 20% of the Direct Expenditures of a Branch Library has the right to veto direct Expenditure proposals in respect of that Branch Library.

If Direct Expenditures are made contrary to the provisions of this Agreement, the affected Council is under no obligation to contribute to the particular Direct Expenditure.

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Greensborough VIC 3088

banyule.vic.gov.au

T 03 9490 4222
ABN 16 456 814 549

enquiries@banyule.vic.gov.au

19 November 2025

Nicole Rudden
Chief Executive Officer
Yarra Plenty Regional Library

Dear Nicole,

Adoption of YPRL Local Law, Supplemental Agreement and YPRL Board Delegation

Congratulations on your recent appointment as Chief Executive Officer of Yarra Plenty Regional Library. We are looking forward to working with you and the broader YPRL team and continuing our strong partnership to the benefit of the Banyule community.

I am writing to formally advise that at its meeting held on 10 November 2025, Banyule City Council adopted both the Yarra Plenty Regional Library Local Law and the associated Supplemental Agreement.

Further, I am pleased to confirm that at the Council meeting held on 18 November 2025, Council re-endorsed its Councillor delegation to the Yarra Plenty Regional Library Board. The following representatives remain appointed through to 10 November 2026:

- Cr Alison Champion – Councillor delegate
- Cr Rick Garotti – Councillor delegate
- Cr Elizabeth Nealy – Councillor substitute

Please update your records accordingly.

If you have any further queries, please contact Joseph Tabacco, Director Community Wellbeing

Yours sincerely,

A handwritten signature in blue ink that reads "Allison Beckwith".

Allison Beckwith
Chief Executive Officer
Banyule City Council

Debbie Lamb

From: Anthony Traill
Sent: Wednesday, 19 November 2025 12:51 PM
To: Debbie Lamb; Clemence Gillings
Cc: Joseph Tabacco; Agata Chmielewski; Corrienne Nichols; Luciano Lauronce
Subject: RE: Supplemental Agreement & Meeting Local Law (City of Whittlesea endorsed)

Hi Debbie and Clem,

We can now also advise that at its Ordinary Meeting held 19 November 2025, Whittlesea Council resolved to endorse both the YPRL Supplemental Agreement and Meeting Local Law, unamended.

Please note, City of Whittlesea does have an additional resolution to develop a City of Whittlesea agreement that sits under our Yarra Plenty Regional Library primary agreement. This is aimed to further enhance alignment of the library services that operate within City of Whittlesea facilities to our recently adopted Community Plan 2025 – 2029.

We will respond formally to your formal email to us to adopt these documents when our draft meeting minutes are available so I can attach them.

Thanks and regards

Anthony Traill (he/him)
Manager Active Places and Communities



Debbie Lamb

From: Corrienne Nichols Tuesday, 25 November 2025 8:28 PM
Sent: Debbie Lamb; Clemence Gillings; Joseph Tabacco; Agata Chmielewski
To: Supplemental Agreement & Meeting Local Law
Subject:

Hi Clem,

Just advising that at its Ordinary Meeting held 25 November 2025, Nillumbik Shire Council resolved to endorse both the YPRL Supplemental Agreement and Meeting Local Law.

Kind regards

Corrienne

Corrienne Nichols
Director Communities
Communities
My pronouns are: she/her



Nillumbik Shire Council
Civic Drive (PO Box 476) Greensborough Victoria 3088
03 9433 3111 | nillumbik@nillumbik.vic.gov.au
nillumbik.vic.gov.au |

Nillumbik Shire Council respectfully acknowledges and recognises the Wurundjeri Woi-wurrung as the Traditional Owner of the land on which Nillumbik is located. We pay tribute to all First Peoples living in the Nillumbik Shire, give respect to Elders past, present and emerging, and extend our respect to all First Peoples. We acknowledge that sovereignty was never ceded.

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Agenda Item 3: Membership Policy (DECISION)

Responsible Officer:	Chief Executive Officer
Author:	Robyn Ellard, Executive Manager Public Participation
Attachment:	3. – Membership Policy

EXECUTIVE SUMMARY

This report is for Board Members' decision.

The Yarra Plenty Regional Library (YPRL) Membership Policy describes the various categories of library membership and the terms and conditions for each of these.

This Policy will be reviewed periodically and formally updated every three years.

RECOMMENDATION

THAT the Board resolves to RECEIVE and APPROVE the Membership Policy.

M: _____
S: _____

REPORT

KEY INFORMATION

YPRL's Membership Policy outlines membership categories, eligibility, borrowing conditions and member responsibilities for individuals and organisations seeking access to YPRL services. Any Victorian resident is eligible for free membership of YPRL. Membership provides access to all library branches, Mobile and Outreach services, other service points and digital library services.

This Policy will be reviewed periodically and formally updated every three years.

Key revisions

Many of the amendments in the revised Membership Policy are minor in nature and are intended to improve clarity by using plain English and contemporary terminology, remove unnecessary duplication and to ensure consistent language and structure across the document.

- Clarified that the Home Library Service is only available to residents within YPRL's Local Government Area.
- Changed the name from 'Maker Space equipment' to 'Library of Things' to include other specialist collection items such as council equipment available for loan through YPRL and removed reference to specific branches.
- Clarified that when an item on loan is 7 days overdue, the member's card will be blocked on the library management system

- Clearer articulation that items not returned are deemed lost 21 days after the final renewal due date, with the replacement cost determined by YPRL's acquisition price for a comparable replacement item.
- Shifted the emphasis from an automatic requirement to use a debt collection agency after a set period, to a more flexible approach where YPRL first seeks to resolve outstanding balances directly with the member.

CONSULTATION

The policy was revised by a YPRL working group representing various Senior Managers of the organisation. Branch Managers were then consulted on the revised policy.

CRITICAL DATES

N/A.

FINANCIAL IMPLICATIONS

All financial implications are included in the body of the report.

POLICY, STRATEGY AND LEGISLATION

N/A

LINKS TO LIBRARY PLAN

Priorities:

- 1. Literacy and Learning for Life**
- 2. Connection and Wellbeing**
- 3. Digital Access and Innovation**
- 4. Organisational Resilience**

Outcomes:

- 1.1 Communities actively engage with diverse and accessible collections and learning programs that foster participation, social connection, and lifelong learning.
- 1.2 Community members gain increased digital, media, and health literacy skills, empowering informed, critical engagement in society – reducing barriers to access and equity.
- 1.4 A reading community is cultivated and supported by Library collections that are well used, valued and enjoyed.
- 2.1 Library spaces and activities are inclusive, safe, accessible and adaptable, reflecting and respecting the diversity of the communities they serve.
- 3.2 Library members have free access to digital library collections and online resources, supporting lifelong learning, research, entertainment and access to information.

- 4.3 Organisational foundations are strengthened through improved infrastructure, digital tool, and governance practices that streamline operations.

DECLARATIONS OF CONFLICT OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to the Library must disclose any interests, including type of interest.

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

CONCLUSION

The revised Membership Policy outlines the various categories of memberships and the conditions for individuals and organisations wishing to borrow items from YPRL. The approach taken with the review is underpinned by YPRL's vision.

END OF AGENDA ITEM 3 REPORT

[1 ATTACHMENT

PLUS 1 TRACK CHANGE DOCUMENT SHARED SEPARATELY]



Policy Adopted by YPRL Board	
Policy Name:	Membership Policy 2025 – 2028
Version number:	7.0
Policy date:	December 2025
Date to be reviewed:	December 2028
Responsibility:	CEO with delegation to Executive Leadership Team
Related YPRL Policies and Procedures	Collections Policy Internet Access Policy Privacy Policy Child Safety and Wellbeing Policy Operations Manual

Purpose

The Yarra Plenty Regional Library (YPRL) Membership Policy describes the various categories of membership and the terms and conditions of membership.

Scope

This Policy applies to all individuals and organisations who wish to become members of YPRL.

Eligibility

Any Victorian resident is eligible for free membership of the Library Service by providing residential and contact information. YPRL also provides temporary memberships to visitors from interstate or overseas who can provide identification.

YPRL Membership provides access to all branches, other service points and Digital Library.

Victorian residents can join online, or by visiting a library branch or outreach service (such as the Mobile service).

Membership Categories

Adult Membership

- Adult membership is available to adults over the age of 18
- Adult membership has full borrowing privileges and provides access to all branches, mobile and Digital Library services

Under 18 Membership

- A person under the age of 18 can be issued with a membership card if they have the permission of their parent, primary carer or guarantor (aged over 18 years of age)
- This parent, primary carer or guarantor may nominate a second responsible adult (aged over 18 years of age) who can access and/or amend the card details
- The parent, primary carer or guarantor takes responsibility for the terms and conditions of membership.

[YPRL Membership Policy 2025 Final Draft .docx](#) [YPRL_Membership_Policy_2025-2028_DRAFT](#)



Under 18 Independent Membership

- Young people between the ages of 16 and 18 who live independently e.g. have their own health care card or are an international student may join without a guarantor
- Acceptable verification may be: letter from their school, Youth Refuge centre or similar.

Temporary Memberships

- This membership is available to visitors and short-term residents
- One form of ID is required, this does not need to be proof of address
- The number of items able to be borrowed is restricted to 5
- Temporary Membership is available for a maximum period of 12 months.

Organisational Membership

- Organisational Memberships are available to institutions such as schools, kindergartens, childcare centres and organisations involved with aged services
- Organisational Memberships are reviewed every 2 years
- Organisational Members can borrow up to 300 items
- Overdue notices will be issued as per individual membership terms and conditions
- The Organisation takes full responsibility for items borrowed. Lost or damaged items will require payment of lost charges.

Home Library Service Membership

- Yarra Plenty Regional Library's Home Library Service (HLS) is a free service for housebound residents. The service is available to anyone residing in our Local Government Areas (LGAs) who is unable to visit the library branches
- Conditions of membership are the same as for Adult Memberships however the loan period is 8 weeks.

Specialist Library Collections

YPRL has a range of specialist collection items available for loan including:

- YPRL Toy Library items, located at Lalor Library. Toys can only be borrowed and returned to Lalor Library during Toy Library opening hours
- Library of Things contains various lending items and equipment for use in branches or for loan, please check catalogue and website for individual item lending conditions

Membership Terms and Conditions

All members, on joining, agree to abide by the terms and conditions of the membership as detailed below, unless specific Membership Category allows for different lending terms;

- Library users can borrow without their library card if they are able to provide Identification or their library card number
- The borrowing limit is 30 items. The loan period is 3 weeks
- Items are automatically renewed before their due date up to 2 further times. Renewal periods are 3 weeks. Items will not be automatically renewed if they are reserved for another person, or the member's card is blocked
- Up to 20 items can be reserved per card. There is no charge for placing a hold on an item.
- All Library materials can be returned at any YPRL service point during opening hours. After hours return chutes are usually available at all branch libraries (unless otherwise

[YPRL Membership Policy 2025 Final Draft .docx](#) [YPRL Membership Policy 2025-2028_DRAFT](#)



advertised). Some Toy Library and Library of Things items may not fit through or are able to be returned via return chutes, please check details for item on catalogue or website when borrowing.

- All items must be returned or renewed by the due date. If items are not returned, they will be considered lost 21 days after the final renewal due date
- Members will be responsible for the replacement cost of the lost item, which is determined by the library's acquisition price for a comparable replacement.
- Library users will not be able to borrow if they have any item that is 7 days overdue, this blocks their card
- Provision is made for discretionary reduction or waiving of charges and bills in exceptional circumstances such as, but not limited to, illness or financial hardship
- Courtesy notifications will be sent to all borrowers when items are nearing their due date, or have become overdue Claims of items returned or never borrowed will be investigated by the library service Membership may be blocked for failure to return overdue items or report damage to borrowed items
- YPRL reserves the right to refer the member's outstanding balance (the sum of lost items) to a recovery agency, though efforts will be made to resolve issues directly with the member first. A processing charge may be applied to cover administrative costs when an external service is used to recover lost items. The charge amount is set and published in the YPRL Budget document.
- Records of all charges and bills paid to the library service will remain on the borrower's library record
- If an item previously reported lost and paid for is subsequently found within 6 months, a refund for the value of the item will be made if the item is in good condition and able to be returned to the library collection
- MA15+ and R rated materials may not be borrowed on a Membership account that does not meet the date of birth requirement for these materials. This is a [legal requirement](#) and exceptions cannot be made.

Responsibilities of Members

Members are responsible for:

- reporting loss of their membership card
- notifying change of name and/or address, email or phone number
- undertaking to pay the full replacement value for any item lost, damaged or stolen while on loan to their membership card or on a membership account they approved as guarantor
- returning or renewing items by the due date. No item will be considered to have been returned to the Library until it is shown as returned on the Library System
- reporting any damage to any item on loan to their membership card. This damage must be reported at the time of issue or immediately on return.

Confidentiality of Records

- Confidentiality of membership records will be maintained by the Library Service as per the YPRL Privacy Policy and Civica Privacy Certification.

Related Legislation

- Privacy and Data Protection Act 2014 (Vic)
- Freedom of Information Act 1982 (Vic) (FOI Act)

[YPRL Membership Policy 2025 Final Draft .docx](#) [YPRL Membership Policy 2025-2028_DRAFT](#)



- Health Records Act 2001 (Vic)

Staff/Volunteers Borrowing

- Staff and volunteers must be a YPRL member to be able to borrow
- All other conditions and responsibilities of membership apply to staff and volunteers.

[END OF MEMBERSHIP POLICY]

Agenda Item 4: Boobook Consortia Update Presentation (NOTING)

Responsible Officer: Chief Executive Officer
Author: Cherry Byford-Sibbing, Senior Manager Collections and Systems

EXECUTIVE SUMMARY

Yarra Plenty Regional Library (YPRL) entered into a consortium agreement with Your Library (YL) Limited and Whitehorse Manningham Libraries (WML) to jointly purchase and share digital collections on the Libby platform under the unified brand **Boobook Library**. The service launched on **8 October 2024**.

Following the Board's request for regular reporting, a six-month progress update was delivered in April 2025. This one-year report highlights usage growth, access improvements, member uptake, and the return on investment achieved through the consortium model.

Boobook continues to significantly enhance YPRL's digital offering, providing access to **the largest shared digital library collection in Victoria** and increasing member access to unique titles by more than **450%**.

RECOMMENDATION

THAT the Board resolves to RECEIVE and NOTE the Report and Presentation.

M: _____
S: _____

REPORT

KEY INFORMATION

Background

YPRL has provided an eBook on Overdrive since 2007 with BorrowBox joining the suite in 2019. Both platforms now offer eBooks, eAudiobooks and other formats. The current Digital Library consists of 22 platforms.

Public libraries don't own digital books outright unlike the physical books. Instead, they access them under **publisher licensing agreements**, which set rules on how the content can be accessed. These licenses often include **expiry conditions** - meaning the library's right to lend the title ends after certain limits are reached.

There are several types of licenses, the same title can be offered under different options:

- **Loan-based limits:** The title can only be borrowed a certain number of times (e.g., 26 loans).

- **Time-based limits:** The library can keep the title for a set period (e.g., 12 months), regardless of how many times it's borrowed.
- **Cost-per-loan:** The library pays a fee each time the title is borrowed.
- **Combination licenses:** A mix of these conditions applies, and the license expires when the first limit is reached (e.g. whichever comes first - time or number of loans).

This requires ongoing re-purchasing of high-demand titles. From **2019-2024**, YPRL's combined eBook, eAudiobook and eMagazine borrowing increased by **230%**, putting pressure on budgets and collection depth.

Recognising shared challenges, the CEOs of YPRL, YL and WML investigated a collaborative model to improve scale, access, and purchasing power - resulting in the establishment of the Boobook Library consortium.

Collection Ownership and Access

- YPRL retains ownership of any titles purchased using YPRL funds.
- All content owned by any consortium member is shared across all three services.
- This arrangement has increased YPRL member access to unique titles by **over 450%**.

Performance: 8 October 2024 – 8 October 2025

Since launch:

- **15,213 YPRL Libby users** have borrowed from Boobook.
- **409,508 loans** have been made from the YPRL-owned portion of the collection.
- Average monthly loans have increased:
 - **+49%** for eBooks
 - **+53%** for eAudiobooks
- **99.5%** of all digital titles purchased by YPRL since launch have been borrowed at least once.
- **8,693 new digital users** joined Boobook using a YPRL membership.

A supporting presentation provides detailed breakdowns by format, genre, age cohort, spend, and wait times.

Access to both physical and electronic collections is a high priority for YPRL members. As evidenced in our last two community surveys, when asked 'What services would you like to see more of?' the top two responses were 'more physical collections' and 'more digital collections'.

Staff from all three Regional Library Services continue to work collaboratively ensuring the best and most cost effective consortium outcome for each participating library.

CONSULTATION

Community members.

YPRL, Your Library & Whitehorse Manningham Library Collection staff

CRITICAL DATES

1 July 2024 – 30 June 2027:

OverDrive is currently one of our principal suppliers of eBook/eAudiobook titles for all three library services through a consortium contract with OverDrive for an initial period of three years commencing 1 July 2024.

April 2025

6-month progress report presented to The YPRL Board

December 2025

1-year progress report presented to The YPRL Board

FINANCIAL IMPLICATIONS

Annual expenditure is accommodated in YPRL's budgeted and forecasted expenditure for the FYs 25/26 to 26/27.

POLICY, STRATEGY AND LEGISLATION

Procurement Australia: The OverDrive consortium contract will be awarded under Procurement Australia Contract 2306/0843 - Library Collections, Furniture, Equipment & Associated Requirements.

A Consortium Partnership Agreement has been established between the participating libraries. Each service has committed to an agreed contribution spend per population to be reviewed annually.

A steering committee with representatives from each participating library service will administer the implementation of the partnership agreement and management of the shared collection.

Both the OverDrive Contract and the Partnership Agreement allow for inclusion of additional members should benefits to expansion be identified.

LINKS TO LIBRARY PLAN

Priorities:

1. Literacy and Learning for Life
2. Connection and Wellbeing
3. Digital Access and Innovation
4. Organisational Resilience

Outcomes:

- 1.1 Communities actively engage with diverse and accessible collections and learning programs that foster participation, social connection, and lifelong learning.
- 1.2 Literacy is strengthened across all life stages through YPRL led initiatives and partnerships.
- 1.3 Community members gain increased digital, media, and health literacy skills, empowering informed, critical engagement in society – reducing barriers to access and equity.
- 1.4 A reading community is cultivated and supported by Library collections that are well used, valued and enjoyed.
- 2.4 Strategic partnerships with member councils and others contribute to improved community outcomes by identifying and meeting local needs.
- 3.2 Library members have free access to digital library collections and online resources, supporting lifelong learning, research, entertainment and access to information.
- 4.3 Organisational foundations are strengthened through improved infrastructure, digital tool, and governance practices that streamline operations.

DECLARATIONS OF CONFLICT OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to the Library must disclose any interests, including type of interest.

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

CONCLUSION

As of the one-year point of YPRL members having access to Boobook – the largest digital library in Victoria – the usage is showing that this consortia arrangement is beneficial to YPRL and reflects a valuable ROI for our community.

END OF AGENDA ITEM 4 REPORT**[NO ATTACHMENTS]**

G. Consideration of action petitions and joint letters

None

H. General Business

None

I. Reports from delegates appointed by the Board to other bodies

J. Urgent Business

K. Confidential Meeting (meeting closed to the public as per 89 (2) of the Local Government Act 1989)