



***HEPBURN SHIRE COUNCIL  
ORDINARY MEETING OF  
COUNCIL  
MINUTES***

***TUESDAY 17 NOVEMBER 2009***

**CRESWICK SENIOR CITIZENS' ROOM  
WATER STREET  
CRESWICK  
7PM**

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# ***MINUTES***

**TUESDAY 17 NOVEMBER 2009  
Creswick Senior Citizens' Room  
Water St, Creswick  
Commencing 7PM**

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**KAYLENE CONRICK**  
CHIEF EXECUTIVE OFFICER  
12 NOVEMBER 2009

**1. ACKNOWLEDGEMENT OF TRADITIONAL OWNERS:**

We would like to acknowledge we are meeting on Jaara people country, of which members and elders of the Dja Dja Wurrung community and their forebears have been custodians for many centuries.

On this land the Jaara people have performed age old ceremonies of celebration, initiation and renewal.

We acknowledge their living culture and their unique role in the life of this region.

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**2. OPENING OF MEETING: The meeting opened at 7.05pm**

**PRESENT:** Mayor Councillor Bill McClenaghan, Deputy Mayor Councillor Janine Booth, Birch Ward Councillor Jon Barrell, Birch Ward Councillor Rod May, Cameron Ward Councillor Tim Hayes, Coliban Ward Councillor Sebastian Klein, Creswick Ward Councillor Don Henderson

**IN ATTENDANCE:** Chief Executive Officer Kaylene Conrick, General Manager Corporate Services Lucy Roffey, General Manager Sustainable Development Robert Jennings, Acting General Manager Infrastructure Peter Reeves, Acting General Manager Community Development Martin Walmsley

**STATEMENT OF COMMITMENT**

“WE THE COUNCILLORS OF HEPBURN SHIRE  
DECLARE THAT WE WILL UNDERTAKE ON EVERY OCCASION  
TO CARRY OUT OUR DUTIES IN THE BEST INTERESTS  
OF THE COMMUNITY  
AND THAT OUR CONDUCT SHALL MAINTAIN THE STANDARDS  
OF THE CODE OF GOOD GOVERNANCE  
SO THAT WE MAY FAITHFULLY REPRESENT  
AND UPHOLD THE TRUST PLACED IN THIS COUNCIL BY THE  
PEOPLE OF HEPBURN SHIRE”

**3. APOLOGIES:Nil.**

**4. DECLARATION OF CONFLICTS OF INTEREST: Nil.**

## 5. CONFIRMATION OF MINUTES:

**Motion:**

- 5.1 *That the Minutes of the Ordinary Meeting of Council held on 20 October 2009 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the Local Government Act 1989.*

**Moved: Cr Tim Hayes**

**Seconded: Cr Janine Booth**

**Carried.**

## 6. NOTICES OF MOTION:

### 6.1 LOBBYING ON IMPORTANT ISSUES – CARBON POLLUTION REDUCTION SCHEME AND VOLUNTARY CARBON DIOXIDE EMISSIONS

#### MOTION

*That Council write to the Prime Minister, the Minister for Climate Change, the Leader of the Liberal Party, the Leader of the National Party, the Leader of the Australian Greens, Senator Steve Fielding and Senator Nick Xenophon, to express Council's concern that the Carbon Pollution Reduction Scheme does not recognise the efforts of residents, businesses and local government to reduce emissions.*

**Moved: Cr Sebastian Klein**

**Seconded: Cr Rod May**

**Carried unanimously.**

#### **Background**

Voluntary actions account for reductions of around six million tonnes of carbon every year. Under the present scheme these efforts are counted as part of the required government-mandated targets, allowing big emitters to pollute more. The more voluntary action residents, businesses and local government take, the less pressure there is on big polluters' to cut their emissions.

Politicians in Canberra must ensure that voluntary actions are counted as additional to government mandated caps, ensuring they do not simply subsidise the big polluters.

The current Carbon Pollution Reduction Scheme legislation excludes the majority of consumers from making a meaningful contribution. It disempowers consumers from taking action on climate change and reduces their engagement with the issue.

The recognition of voluntary action by individuals, households, businesses and local governments under the Carbon Pollution Reduction Scheme will build upon significant momentum and send a strong message that the Government is looking to engage all Australians in the climate change challenge.

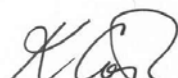
This is in keeping with our ambitious short-term greenhouse gas reduction targets.

**Councillor Name: Sebastian Klein**

**Councillor Signature:**

A handwritten signature in black ink, appearing to be "SK", written over a light blue horizontal line.

**CEO Signature:**

A handwritten signature in black ink, appearing to be "K.D.", written over a light blue horizontal line.

## 7. PRESENTATION OF REPORTS:

### Mayor's Report

#### **Councillor Bill McClenaghan, Holcombe Ward delivered the following report:**

The pace this month has eased a bit as the year is literally wearing out. Yet, there has been much to do and report.

Just prior to the last Council Meeting, Cr Booth & I attended an MAV Training session in Ballarat about "Making Decisions in Complex Times". Despite the general nature of the title, it was mainly about public health and wellbeing.

On Thursday 22 October, I travelled to Ouyen to attend a Ministerial Transport Forum with Minister Lynne Kosky who also had some local announcements to make up in the Mallee. We were briefed on the Government's Transport preparations and projects particularly on the \$1.3 billion railway upgrade to shift a possible ten million tonnes of grain this season and how the recommendations in the Fischer Report on rail upgrades have been implemented with the;

- platinum lines for passenger transport
- gold lines for priority freight movements
- silver lines for other freight movements and
- bronze lines for reserve capacity on a dual gauge rail network.

It was timely then to raise a local issue with the Department of Transport about the return of the Ballarat to Maryborough passenger train and the need to have this train stop in Creswick and Clunes. It appears that the Clunes community campaign has been well heard and is well regarded in that it is solid and respectful. We believe that funding the new station at Clunes is the current issue as the cost will be in the order of \$8 million and the same again in Creswick on the East side of the track with parking for 20 cars. This is because both old station buildings need massive works and the platforms will not be long enough for the new three car "Velocity" trains. However, it appears that a new station will be eventually provided for Clunes although even if it were funded today, it would not be ready by the start of services in mid 2010 so the trains will run express through Clunes for a while. There is a proposed timetable that will involve just one train a day in each direction, leaving Maryborough at 07.30 am, arriving in Melbourne about 09.50 am and leaving Melbourne at 4.00 pm, back in Maryborough by about 6.20 pm.

I hereby table the Government's new strategic documents;

- \* "Freight Futures - Victorian Freight Network Strategy" and
- \* "Port Futures - New Priorities and Directions for Victoria's Port System."



On Thursday 29 October, I attended an information breakfast with Minister Tim Pallas (Minister for Roads and Ports) and a Ministerial briefing on local roads and the State Government's application to Infrastructure Australia to leverage more Federal money for local roads. These local roads are often at the start or end of all major goods and produce movements to markets and ports and are funded by local governments struggling to make ends meet. It will be fantastic news for us if additional funding can be sourced for local roads as this will directly address our infrastructure funding gap. I also table the submission document "Victorian Local Roads – critical links in the national supply chain."

Following the local roads briefing, I attended the M.A.V's State Conference at which a good selection of interesting and knowledgeable speakers provided a wealth of information on local government issues. Councillors, this type of event is almost a "must attend" in terms of the information and contacts you get out of it. Speakers included Mr George Brouwer speaking about his role as the Victorian Ombudsman, David Parkin (ex AFL coach) on Organizational Success, our former interim CEO Phillip Shanahan on Obstacles for High Performing Councils, Jon Stevens also on High Performing Councils and a keynote address by the Premier, the Hon John Brumby.

The very next day it was the MAV's second State Council for 2009 at which a raft of motions were considered, debated and passed. However, there was an event in between on the tightest of time frames that warrants a very special mention.

After the State Conference, I returned to the Daylesford Town Hall for an historical re-enactment of 150 years of local government in Daylesford and the investiture of the Mayor of the former Borough of Daylesford. The Council Chamber was arranged with all of the old original furniture including Mr. Wheeler's table, the municipal gavel, the original Mayoral and Councillors' seats and the gold Mayoral Chain bearing the identity and medallion of the former Borough. This medallion was purchased from the Queen's own goldsmith in London by a descendant of the very first Mayor, William Stanbridge. In true historical style, I was "invested" as Mayor of the Borough of Daylesford by being led around the Council table twice to signify the "beating of the bounds" ceremony and finally was seated and the original chain placed on me like so many former Mayors. Today we use this basic medallion on a blue ribbon to signify the Mayoral Office in the amalgamated Hepburn Shire but it was good to revisit the past on Thursday 29 October 2009, which was almost exactly 150 years on from the first ever Council Meeting in Daylesford on 27 October 1859. As part of the re-enactment, I gave a short speech on the development of local government in this municipality and also read the minutes of the first ever Council Meeting held at the Daylesford Hotel, wherever this rustic temporary timber structure may have been in 1859. There were some enthusiastic celebrations here at the 100<sup>th</sup> anniversary of local government in 1959 and even more at the 125<sup>th</sup> anniversary in 1984 which I

actually remember as I was around here then. I commend the Daylesford Historical Society for taking the time and trouble to organize a sesqui-centennial re-enactment of local government in Daylesford for otherwise this event may well have been forgotten or just overlooked and I am sure that most of us will not be here at the bi-centenary in 2059.

On Cup Day eve, I attended a community get together at Clydesdale hall, stemming from an invitation extended through the local community planning group. It was a cup-eve sweep and I actually ended up with the horse that ran third. The evening was a chance to meet informally with the community but the whole tenor of the evening changed when I arrived with an old pedal organ (rescued from the local tip) to be a permanent addition to the Clydesdale Hall. I think that we must have spent over an hour and a half playing, singing and merry-making that evening after a b-b-q meal and this has now spawned another community get together at this old hall in mid December when we'll have a Clydesdale "Carols by Candlelight".

On Thursday 5 November, Cr. Klein and I attended the VLGA Annual General Meeting and Leading Edge Forum where the topic was Climate Change. The next day, I met with Minister Gavin Jennings and Sustainability Victoria in Ballarat with fellow Directors of the Highlands Regional Waste Management Group to tell the Minister (again) what we think about S.V. plans to amalgamate regional waste management groups and turn them into business units. We believe that our effectiveness lies mainly in our ability to work closely with member Councils in smaller manageable Regions and as Statutory Authorities.

Councillors all attended a meeting with a Chinese delegation from the city of Pan'an, about two and a half hours travel inland from Shanghai. Pan'an is built on a river at the edge of rugged mountains and is a manufacturing and trade centre but feels an affinity for Hepburn Shire because of our wellness and local produce features. We've all been invited to pay them a visit in our free time.....

Last Wednesday 11 November, being Remembrance Day, I was invited to give the address at the Daylesford Cenotaph after a short march from the RSL. There was a good turnout of people despite the unseasonal heat of Spring this year. In my address I spoke of the Holcombe Ward former township of Drummond that died after the Great War as so many of its young men did not come home.

Last Friday, the CEO and I attended the annual Central Highlands Municipal Cluster Forum in Ballarat with the CEO of VicRoads. We heard about the latest projects and plans and got a chance to have input into strategic future directions. That's really when all the forums and seminars I attended in the last month came together and had all new meaning when the sum-total of the tabled strategic plans became apparent. We can get distracted and dwell on individual roads and intersections or

we can be strategic and address the big picture issues of how road and rail links are best developed in our Shire and our Region.

Finally, On Saturday 7 November I had great pleasure in accepting an invitation from Clan MacNichol to attend their annual Clan Gathering in Creswick and celebrate their culture from their traditional home on the Isle of Skye in the outer Hebrides off the coast of Scotland. Clan MacNichol includes folks with names like McNichol, Nicholls or Nicholson and representatives attended locally and from Queensland, NSW and New Zealand. Everything was well done in a celebration of highland culture; the piping in of the haggis, the cutting of the haggis, the eating of the haggis, the playing of the pipes and a goodly demonstration of highland dancing. I was again invited to speak and told the Clan all about Hepburn Shire and our forthcoming Daylesford Highland Gathering next month before reciting some Robbie Burns' verse.

May I close my report with an ancient Gaelic saying as told by the MacNichol bard; "The world may come to an end but love and music will live on - forever."

## Councillor Reports

**Councillor Jon Barrell, Birch Ward delivered the following report:**

- 1. The Wombat Hill Botanical Gardens Advisory Committee Meeting met 20/10/09.**
  
- 2. I have continued my involvement with the Destination Daylesford Campaign Committee** by attending the AGM & wind up of the HRTA & the AGM of DDBG which I believe intends to broaden its base as a Business And Tourism Association (BATA). I am confident this will create an opportunity for the strengthening of a voice representing local business and tourism. A new Hepburn Shire Regional Tourism Association (working name Tourism Hepburn) is being constructed.
  
- 3. ARC Advisory Committee met 09/11/09.**
  - a. Mr Walmsley & myself are working with the YMCA managers to review systems to seek greater community input by way of regular user group meetings to facilitate service delivery and strategic planning.
  - b. I have previously reported to Council that community representatives including previous members of the Daylesford Indoor Recreation Committee have received some offers of sponsorship to support equipment purchases at the ARC.

- c. I am now advised that some potential sponsors seek to support new recreation initiatives
- d. Thus I wish to further report to Council that in the absence, at this stage, of a formal users group or auxiliary organization to manage same, the YMCA managers will receipt same with an acknowledgement such as "The YMCA as Manager of the ARC on behalf of HSC, DSC & the local community gratefully acknowledge \$..... from ..... to purchase equipment for the ARC, and provide seed funding for new recreation initiatives" and ensure same is reported to the ARC Advisory Committee, and thus to Council.

**Councillor Tim Hayes, Cameron Ward**

Did not present a report this month.

**Councillor Rod May, Birch Ward**

Last week the Hepburn Springs Reserve committee met and I was pleased to chair that meeting. A further site meeting also ensued yesterday. The committee have been eager to begin and after their appointment in June were pleased to start work. They are intending to make a detailed presentation to the consultants involved in the management plan before they meet with council in coming months.

The committee also will present to council on their views of the long and short term plans for the reserve, but have indicated that the deadline contained in the TOR is unlikely to be met as a result of their late constitution.

The group were accompanied by Peter Reeve our acting GM infrastructure at the site inspection and have had good rapport over the practical measures that might be taken in terms of maintenance in addition to strategic planning.

**Councillor Sebastian Klein, Coliban Ward**

The Timor Leste Forum in Geelong was a good insight into the progress and development of a national network of 'friends of' associations.

VLGA Delegate dinner – A good chance to meet former mayors and other VLGA delegates. Pick their brains and get some more insight into good governance and the mores of fair and transparent representation.

YAC committee meeting – The YAC is entering their consultation phase and will be seeking to build on last year's efforts to focus and represent youth ideas and needs.

VLGA AGM – Was informative and while I don't have the annual report here tonight I will pass that on to be put in mayors library.

Energy Futures in regional Australia – a forward look at what the energy network in rural Australia might look like. Particularly focusing on Solar, wind and bioenergy,

including energy produced from municipal, agricultural and plantation forestry wastes.

Coliban Ward meeting Lyonville – focused on meeting fire hazards and the delegation of the Lyonville hall committee.

CHAF AGM and Annual Dinner – Niel Barr and Richard McEwan from DPI were guest speakers. The former is responsible for the changing social landscapes diagrams that have been cited in recent DPI and RDV documents depicting social shifts in rural Australia. He jokingly suggested that as the affects of peak oil approach and food production enters back yards we should rezone all of the best farmland as residential to ensure food security.

Coliban Ward Meeting – Bullarto – Looked at fire hazards and the state of the Bullarto cemetery.

**Councillor Janine Booth, Creswick Ward**

On 25 October I attended the running of the 18<sup>th</sup> Annual Brackenbury Classic foot race held in Creswick. This year about 83 energetic runners ranging in age from 10 years to 60 years, competed in one of the three events of 5km, 10km or half marathon through the picturesque bush land surrounding Creswick.

The event is the curtain raiser for the Creswick Forestry Fiesta which is in its 14<sup>th</sup> year. The Forestry Fiesta was again a successful celebration of Community with increased participation in the Grand Parade and a range of new activities as well as numerous stalls and old favorites like the Wood Craft display and Flower Show in the Town Hall.

I would like to congratulate the organising committee, a sub Committee of the CDDA for their hard work co-coordinating the festival which is a major fundraising community celebration and contributes many thousands of dollars to the Creswicks volunteer groups' economy.

On 29 October I attended the funding announcement and Launch of CHAN the Central Highlands Arts Network-at artHALL in Learmonth.

CHAN is a pilot program funded by Vic Health and is made up of a partnership of Hepburn, Moorabool, Ballarat, Golden Plains Pyrenees and Ararat Rural City Councils. The funding of \$600,000 will enable partnering Councils to identify arts and cultural infrastructure, activities and events across their Shires and develop a strong and sustainable model for the whole region that will increase the profile and focus on the value of the Arts and Culture in local government areas.

On Wednesday 4 November the first meeting of the newly formed IWD/Honour Roll organizing committee met and the nomination forms for the 2010 Hepburn Shire Women's Honor roll are now available at service centres or on Councils website.

Applications will close early December. The Committee will meet early December to decide on details around the timing and venue for the IWD event.

**Councillor Don Henderson, Creswick Ward**

I attended a meeting of CDDA and found it was beneficial to get to know the thinking of the newly elected committee. As a result they have extended an invitation to Cr Booth and myself as well as the CEO to discuss ways of working together to advance the cause of the Creswick Ward.

A routine call to a local business resulted in a meeting with directors of Creswick Quartz to discuss the new technology to extract raw material for export. If successful this could mean up to 20 new jobs. Mr. Jennings and Mr Collins were in attendance and the meeting was very productive. I must admit that they were surprised that the approach to meet came from us as they had been reticent to contact council. We continued on to a further discussion regarding another business wishing to set up in Creswick. All of this is great as new industry and expansion brings new families and helps to populate our schools and supports existing business.

An invite to chair the AGM of the Creswick Football Netball Club saw the new committee installed. It was really rewarding to see how far the club has come in the last few years and the club is now in a very sound financial position and all expressed excitement at the thought of new clubrooms and facilities at the new Doug Lindsay Facility. Trevor Blake was given Life membership for his services to the club.

We were also fortunate to be present at the announcement of a grant of \$400,000 from the State Government announced by Geoff Howard who is the local MP.

The Daylesford Museum put on a function to mark 150 years of local government and I attended along with my wife Judith. She was a little out of place dressed to the 99s in period costume among the jeans and T shirts on the night. Perhaps a sign of the times. The mayoral chain was placed around the neck of Mayor McLenaghan although some may have thought a rope more appropriate . I jest here Mr. Mayor.

**Motion :**

7.1            *That Council receives and notes the reports of the Mayor and Councillors.*

**Moved:        Cr Jon Barrell**

**Seconded:   Cr Sebastian Klein**

**Carried.**

**Councillor Henderson left the Meeting at 7.56pm and returned at 7.59pm.**

## **8. PUBLIC PARTICIPATION TIME:**

This part of the Ordinary Meeting of Council allows for the tabling of petitions by Councillors and Officers and 30 minutes for the purpose of:

- Responding to questions that have been submitted by members of the community
- Allowing members of the community to address Council.

Community members are invited to submit written questions to the CEO by 12 noon on the day of the Council meeting. If you wish to address Council you must provide a brief synopsis of your address in writing to the CEO by 12 noon on the day of the Council meeting.

Questions may be taken on notice and responded to later. Likewise, some questions of an operational nature may be responded to through usual administrative procedure. Separate forums and Council processes are provided for deputations or for making submissions to Council.

### **8.1 PETITIONS**

- 8.1.1 Petition – Evansford Gorge  
(Tabled for report to be prepared for December Ordinary Meeting of Council)

### **8.2 QUESTIONS**

#### **Question 1**

**Submitted by Mr Devan Tisdale, Trentham on behalf of Trentham Community Garden Planning Group**

*(question to be read by his nominated proxy Mr Ian MacBean of Trentham)*

I would like to ask council on behalf of the Trentham Community Garden Planning Group some questions regarding the Proposed Lease of the Victoria Street site.

What is the status of [the] property review in regards to the Victoria street site?

What is the time line of this review?

Has our application for the lease of this land been received?

Can we make a submission to this review?

What is the process and make up of this review, ie committee or officer?



**Responses by General Manager Corporate Services, Lucy Roffey:**

The Council Plan 2009-2013 (Plan) contains a specific section aimed at Long Term Financial Sustainability (LTFS) for the future of the Shire. The Plan announces a number of activities aimed at achieving LTFS. Among them is

***“7. Disposing of poorly utilised, inefficient or surplus assets in consultation with the community where appropriate.”***

The first review of assets for this purpose is the review of vacant land held by Council which includes the Victoria Street Site.

**The review will be considering:**

- When or how long the land has been owned
- The purpose for which the land was acquired in the first place
- Is this purpose still relevant
- How was the land acquired
- Why the land is still vacant and not been used for its original purpose
- Is the land subject to any restrictive covenant or ongoing commitment
- Do we know or can it be determined what it is costing to maintain the land annually
- What constitutes poorly utilised – the fact land is vacant and being held will not always mean it is poorly utilised – it may be reasonably set aside for some long term purpose
- What criteria is it that finally determines that vacant land maybe “surplus” to needs and may be recommended for disposal

Whilst this review is underway and it is considered appropriate to review the proposal in regards the Victoria Street site as part of this review, rather than dealing with it separately, council officers from Community Development have been working with the Community Garden Planning Group to further explore this proposal. In addition our Environmental Officer has been involved in a site visit to assess the suitability of this site for the Community Garden and other officers have been investigating options for legal occupancy of this site, should the proposal proceed.

**What is the time line of this review?**

It is anticipated that a preliminary report will be presented to Councillors in January. This preliminary report will provide recommendations to Council on all vacant land including suggested criteria as to what is determined as “surplus to needs” and any community consultation processes.

As a proposal has been received for this land it would be appropriate as part of this overall review to present the proposal as part of the review so that a decision can be made in context of the overall review project and criteria.



**Has our application for the lease of this land been received?**

A detailed proposal was received from the Community Garden Working Group in February 2009 and a letter of support from TRATA in October 2009.

**Can we make a submission to this review?**

As noted previously, the proposal that has been received and the work by council officers to date will be included as part of the review.

**What is the process and make up of this review ie committee or officer**

A report is currently being prepared by council officers.

**Question 2**

**Submitted by Marjorie Atkinson, Daylesford**

I would like these questions addressed at the Council meeting tonight 17 November 2009. They refer to item 10.2 The Monthly Finance Report, Notes 16 Depot project over budget due to scoping issues.

1. What year was this Project first costed? What was the built-in annual increase to cover rising costs?
2. What year was this costing received? If there was over-spending at any review, what steps were taken [to] reduce this?
3. When was the last review before the current one and what over-spending was disclosed?
4. And most importantly how much is this project over budget and what are the reasons for this?

Many thanks for your consideration.

**Response by A/General Manager Infrastructure, Peter Reeve:**

The project was first costed in May 2004. Estimate: \$1.24 million.

The scale and costing of the project was revised and in 2006/07 was estimated at \$1.15 million.

In 2006, Council agreed to borrow \$1.0 million for the project as part of the 2006-2011 Council Plan.

The project was included in the 2007 Council Plan as Objective 3.

Following public consultation and an environmental assessment, a planning permit was issued in 2007.

In the lead up to the Council Budget for 2008/09, the Director Infrastructure and Development sought updated engineering quotes for the various elements. The \$1.45 million project was approved in the 2008/09 capital works program.

Project will cost \$1.83 million.

The *Scope of Works* has changed in the following areas.

A new fuel bowser and automated fuel dispensing system was installed.

**Additional cost \$24,000**

A sustainable water capturing system which allows for the re-use of stormwater was installed.

**Additional cost: \$45,000**

*State of the art* electrical system was installed in lieu of the conventional system to provide usage efficiencies within the depot.

**Additional cost: \$52,000**

A vehicle hoist for the workshop was added to the project. **Additional cost: \$50,000**

Relocation of sheds to minimise vegetation removal, subsequently destroyed by bushfire, additional earthworks.

**Additional Cost: \$65,000**

Concreting **\$45,000**

Fire/Water Service **\$65,000**

### **Question 3**

**Submitted by Julie Ingleby, Daylesford**

Question re Agenda Item 'Attachment 1. Variance Report, Capital Works & Major Projects'.

The report notes "Depot project over budget due to scoping issues".

Who made the original estimate, what was the original estimated cost and on what information was it based? Further, what is the projected amount over budget for the depot project and what were the specific scoping issues causing the budget to be exceeded?

**Response by A/General Manager Infrastructure, Peter Reeve:**

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The project was included in the 2007 Council Plan as Objective 3.

Following public consultation and an environmental assessment, a planning permit was issued in 2007.

In the lead up to the Council Budget for 2008/09, the Director Infrastructure and Development sought updated engineering quotes for the various elements. The \$1.45 million project was approved in the 2008/09 capital works program.

Project will cost \$1.83 million.

The *Scope of Works* has changed in the following areas.

A new fuel bowser and automated fuel dispensing system was installed.

**Additional cost \$24,000**

A sustainable water capturing system which allows for the re-use of stormwater was installed.

**Additional cost: \$45,000**

*State of the art* electrical system was installed in lieu of the conventional system to provide usage efficiencies within the depot.

**Additional cost: \$52,000**

A vehicle hoist for the workshop was added to the project. **Additional cost: \$50,000**

Relocation of sheds to minimise vegetation removal, subsequently destroyed by bushfire, additional earthworks.

**Additional Cost: \$65,000**

Concreting **\$45,000**

Fire/Water Service **\$65,000**

## **9 EXECUTIVE SERVICES REPORT:**

### **9.1 CHRISTMAS OFFICE CLOSURE**

(A/O – Chief Executive Officer)

File Ref: 16/10/01

#### **Introduction**

This report discusses the proposal to close the Hepburn Shire Council office, Town Hall, Duke Street, Creswick office and both Depots, Daylesford and Creswick over the Christmas/New Year period, similar to past few years.

The report also outlines the arrangements for an early closure of the offices on Friday 11 December 2009 to facilitate an organisational Christmas celebration.

#### **Report**

It is proposed that the Hepburn Shire municipal office, Town Hall, Duke Street, Creswick office and both Depots be closed for the period from 3.00pm on Thursday 24 December 2009 to return of business on Monday, 4 January 2010.

The period comprises six week days. Public holidays have been assigned, under the Public Holidays Act, to Friday 25 December, Monday 28 December 2009 and Friday 1 January 2010, as Christmas Day, Boxing Day and New Year's Day respectively. It is proposed that the three days (Tuesday 29 December, Wednesday 30 December, Thursday 31 December) will be taken by staff as annual leave during this period.

Christmas/New Year closure enables staff to take a break with very little impact on service delivery and at the same time provides the opportunity for staff to reduce outstanding annual leave and rostered day off balances. This has been the practice over the past few years and experience indicates that limited demand is placed on municipal services over this period and that the closure is generally accepted by the community.

A skeleton staff will continue to operate during the closure period to ensure that Home and Community Care services and outdoor operations are not impacted upon.

Further, each year Hepburn Shire Council holds an end of year Christmas break-up function to thank staff for their contribution to the organisation over the past 12 months. In order to facilitate this celebration it is proposed that the municipal offices close early on Friday 11 December 2009 at 1.30 pm.

#### **Relevant Policies / Council Plan implications**

Nil

### **Community / Engagement / Communication / Consultation**

It is proposed that the office and depot closures (11 December 2009 and Christmas closure) will be advertised in *The Advocate* and *The Courier* newspapers.

Public advertisements will indicate the arrangements for service provision and emergency response over the Christmas/New Year period

### **Financial & Resource Implications Initial & Ongoing**

There is no financial impact as a result of closing the offices and depots between Christmas and New Year. The closure provides the organisation with the opportunity to decrease its annual leave liability.

#### **Motion :**

*That Council:*

- 9.1.1 *Close the Hepburn Shire municipal offices and depots for the period from 3.00pm on Wednesday 24 December 2009 to return of business on Monday 4 January 2010.*
- 9.1.2 *Close the Hepburn Shire municipal offices and depots at 1.30 pm on 11 December 2009 to facilitate an end of year Christmas function for staff.*
- 9.1.3 *Place advertisements in The Advocate and The Courier newspapers advising of the closure arrangements, indicating service delivery and emergency response arrangements during the 2009/2010 Christmas/New Year period.*

**Moved:** Cr Don Henderson

**Seconded:** Cr Rod May

**Carried.**

## 9.2 COUNCILLOR CODE OF CONDUCT

(Action Officer – Chief Executive Officer)

File Ref:

### Introduction

The purpose of this report is for Council to consider and adopt a Code of Conduct.

### Report

The *Local Government Act 1989* requires every Council to have in place a Code of Conduct for Councillors.

The Code of Conduct should, as far as possible, reflect the agreed standards of behaviour and expectations of Councillors in their dealings with fellow Councillors, the community and staff.

The draft before Council for consideration has been developed by Hepburn Shire Councillors as a result of a number of workshops held with the Councillors and facilitated by a representative from the Victorian Local Governance Association (VLGA).

Since Council commenced the process of developing the draft Code of Conduct the MAV has issued a template to ensure that Council's comply with the requirements of the *Local Government Act 1989*. The draft before Council has been crossed checked with the MAV template.

### Relevant Policies

Each Council has a statutory obligation under Section 76C (2) of the *Local Government Act 1989* to review the Code of Conduct within 12 months of a general election.

The general election was held in November 2008; therefore Council is required to adopt a new Code of Conduct by the end of November 2009.

### Community Engagement

The Councillor Code of Conduct will be placed on Council's website and available to the public.

### Financial Implications

There are no financial implications related to Council adopting a Code of Conduct.

### Motion :

*9.2.1 That Council adopt the Hepburn Shire Council Code of Conduct dated November 2009.*

**Moved: Cr Jon Barrell**

**Seconded: Cr Janine Booth**

**Carried.**

# **Attachment 1**

## **Item 9.2**

**HEPBURN SHIRE COUNCIL**

**COUNCILLOR CODE OF CONDUCT**

**This Code, which incorporates the statutory requirements specified for a Code of Conduct in accordance with section 76C of the *Local Government Act 1989*, was adopted by resolution of the Hepburn Shire Council on (Insert Date)**



## COUNCILLOR CODE OF CONDUCT

### Introduction

As Hepburn Shire Councillors we are committed to working together in the best interests of the people within our municipality and in discharging our responsibilities to the best of our skill and judgment.

Our commitment to working together constructively will enable us to work with and empower the community by taking a strategic and forward thinking approach to our future. One that is mindful of our heritage, enhances our environment; creates economic growth and fosters a strong community spirit.

This Code of Conduct is part of Council's part of Council's commitment to governing our Shire effectively and adhering to the principles of good governance.

Good governance is the complex set of processes, protocols and behaviours which lead to good decisions.

Good decisions are those which are informed by evidence and good advice, contributed to and understood by communities, underpinned by integrity and make sense in the long term interests of the community.

We also recognise that good governance means ensuring that the diversity of views and opinions in our community are given proper weight in the decision making process. However, Good Governance is also about **accountable leadership**. When we meet as a Council and take decisions, those decisions must be made in the long term best interests of the whole Municipality.

This Code of Conduct does not apply to Council Staff. Council Staff are bound by the Employees Code of Conduct.

### Primary role of Council

The primary role of the Council is to provide leadership for the good governance of Hepburn. The role of the council also includes:

- acting as a representative government by taking into account the diverse needs of the local community in decision making;
- providing leadership by establishing strategic objectives and monitoring their achievement;
- maintaining the viability of the Council by ensuring that resources are managed in a responsible and accountable manner;
- advocating the interests of the local community to other communities and governments;
- acting as a responsible partner in government by taking into account the needs of other communities; and
- fostering community cohesion and encouraging active participation in civic life.

## **Community Expectations**

The community's expectations of us their elected representatives are high. The business of Council will be conducted in a professional manner with efficiency and impartiality, whilst demonstrating compassion and sensitivity towards the needs of the community.

We acknowledge our obligations as Councillors to carry out our duties:

- (a) In the best interests of the community, and
- (b) In accordance with the Local Government Act 1989.

## **Councillors working together (Commitment Statements)**

Our primary role as Councillors is to set the vision and directions for Hepburn Shire and to advocate on behalf of the whole community. We recognise that, as Councillors we should represent and promote the interests of the Hepburn community as a whole whilst recognising our special relationships with our constituents.

## **Councillor Conduct Principles**

In carrying out our role as Councillors, we will:

- Act with integrity;
- Exercise our responsibilities impartially in the interests of the local community;
- Not make improper use of our position to advantage or disadvantage any person;
- Adhere to the conflict of interest requirements of the Local Government Act and avoid any other conflicts between our public duties as Councillors and our personal interests and obligations;
- Act honestly and avoid making oral or written statements and avoid actions that may mislead a person;
- Treat all persons with respect and we will show due respect for the opinions, beliefs, rights and responsibilities of other Councillors, council officers and other people;
- Exercise reasonable care and diligence and we will submit to lawful scrutiny that is appropriate to our office;
- Try to ensure that public resources are used prudently and solely in the public interest;
- Act lawfully and in accordance with the trust placed in us as elected representatives of our community; and
- We will support and promote these principles by leadership and example so as to ensure the public has confidence in the office of Councillor.

### **Adherence to code of conduct**

We confirm that we will adhere to these principles in our general conduct as councillors and specifically by:

Treating all people with **courtesy and respect**, respecting differences in opinions, race, culture, religion, language, gender and abilities. This includes:

- Treating members of the community with dignity and ensuring that neither offence nor embarrassment are caused
- Treating fellow councillors with respect, even when disagreeing with their views or decisions
- Debating contentious issues without resorting to personal acrimony or insult
- Ensuring our punctual attendance at Council and committee meetings
- Acting with courtesy towards Council staff.

Always acting with **integrity and honesty**:

- Being honest in all dealings with the community, with other councillors and with Council staff
- Always acting with impartiality and in the best interests of the community as a whole
- Not acting in ways that may damage the Council or its ability to exercise good government
- Exercising reasonable care and diligence in performing our functions as councillors
- Complying with all relevant laws, be they Federal, State or Local Laws.

Recognising that we hold a **position of trust** and will not misuse or derive inappropriate benefit from our position:

- We will avoid conflicts of interest and comply with the relevant provisions of the Act and this Code of Governance relating to interests and conflicts of interest
- We will not exercise undue influence on other councillors, members of Council staff or members of the public to gain or attempt to gain an advantage for ourselves
- We will not accept gifts either in our role as councillor or where it could be perceived to influence councillors except:
- Where the gift would generally be regarded as only having a token value and could not be perceived to influence our actions
- Where refusal of the gift may cause offence or embarrassment, in which case the gift may be accepted on behalf of the Council and becomes the property of the Council.

Exercising appropriate prudence in the use of **Council resources**. This includes:

- Not using Council resources, including staff, equipment and intellectual property for electoral or other personal purposes
- Ensuring that Council resources are always used effectively and economically and for the purposes for which they are provided
- Ensuring that Council's letterhead or logo is not inappropriately used or not used in a way that creates an impression of Council endorsement
- Ensuring that claims for out of pocket expenses are accurate and relate strictly to Council business.

Treating **Council information** appropriately, by:

- Not using information gained by virtue of being a councillor for any purpose than to exercise our role as a councillor
- Respecting the Council's policies in relation to public comments and communications with the media (refer section 8)
- Not releasing information deemed 'confidential information' in accordance with section 77 of the Act (refer section 5)
- Recognising the requirements of the Information Privacy Act 2000 regarding the access, use and release of personal information.

### **Confidential information**

Councillors acknowledge that we will comply with our obligations under s77 in relation to confidential briefings or information (as defined under the Act) and recognise that this obligation extends to ensuring the safekeeping of confidential information.

### **Conflict of Interest Procedures**

The Council is committed to making all decisions impartially and in the best interests of the whole community. It therefore recognises the importance of fully observing the requirements of the Act in regard to the disclosure of conflicts of interest.

For the purpose of this Code, "direct interest", "indirect interest" and "conflicts of interest", have the meanings specified in the Act.

Councillors will comply with all the provisions of the Act in regard to Conflicts of Interest:

- If the councillor considers that they have a **direct or indirect interest** in a matter before the Council, a special committee of council or an assembly of councillors, they have a conflict of interest
- If a councillor has a **conflict of interest** in a matter they will comply with the requirements of the Act and ensure they disclose the class and nature of the interest leave the room in which the meeting or assembly is being held during any discussion, debate and vote on the matter.
- If a councillor has a personal interest in a matter to be considered by the Council or special committee that is not a conflict of interest, and the Councillor considers that their personal interest **may be in conflict** with their public duty to act impartially and in the interest of the whole community, the

Councillor will declare a **conflicting personal interest** under section 79B of the Act immediately before the matter is considered at the relevant meeting and apply to the Council or special committee to be exempted from voting on the matter.

In addition to the requirements of the Act:

- Councillors will give early consideration to each matter to be considered by the Council, special committee of which the councillor is a member, or assembly of councillors, to ascertain if they have a conflict of interest
- Councillors recognise that the legal onus to determine whether a conflict of interest exists rests entirely with the individual councillor and that Council Officers cannot offer legal advice in relation to potential conflicts.

### **Dispute Resolution Procedures**

1. Before commencing any formal dispute resolution process, the councillors who are parties to any disagreement will endeavour to resolve their differences in a courteous and respectful manner, recognising that they have been elected to represent the best interests of the community.
2. In the event that the parties cannot resolve their differences, the first stage of the dispute resolution process is for the Councillor team to meet to assist discussions between the parties, this is to be undertaken in a collegiate spirit without taking sides or taking positions on the topic of disagreement. This meeting must be undertaken within 7 days of Councillors being informed that there is an issue. If the parties do not wish this step to be undertaken, then the parties will move to 3 (below).
3. Where a dispute occurs and councillors are unable to resolve interpersonal conflicts that adversely affect the operation of the Council, the parties to the dispute agree to work together to try to resolve the dispute and will agree to the appointment of a mediator nominated by the Chief Executive Officer and acceptable to both parties, or failing agreement, seek assistance from peak bodies or the Dispute Settlement Centre Victoria.
4. If a mediator is appointed, all Councillors agree to cooperate with the dispute resolution process and use their best endeavours to assist the mediator when requested.
5. In the event that a dispute cannot be resolved through application of these processes, it may be referred to a Councillor Conduct Panel.
6. If the dispute relates to an apparent offence under the *Local Government Act* it should be referred to the Minister for Local Government and not the subject of an application to a Councillor Conduct Panel.
7. The dispute resolution procedure is not intended to resolve differences in policy or decision making, which are appropriately resolved through debate and voting in Council and Committee meetings.

The Charter of Human Rights and Responsibilities Act 2006 (Vic) (Charter), recognises 20 rights grouped into the four key themes of Freedom, Respect, Equality and Dignity.

Section 4 of the Act covers Public Authorities which includes Councils and Councillors.

In accordance with Section 38 of the Act, Councillors are required to act compatibly with the Charter rights and to give proper consideration to Charter rights in all our decision making.

**Review Period**

Council may review this Code of Conduct when and if it is required.

**Endorsement**

This Code of Conduct was adopted by the Council on (Insert Date) and is signed by the following councillors:

**Signatures**

Cr Jonathan Barrell

Cr Janine Booth

Cr Tim Hayes

Cr Don Henderson

Cr Rod May

Cr Sebastian Klein

Cr Bill McClenaghan

## **10 CORPORATE SERVICES:**

### **10.1 APPOINTMENT OF SECTION 86 SPECIAL COMMITTEES OF COUNCIL**

(Action Officer – General Manager Corporate Services) File Ref: Various

#### **Introduction**

This report will provide Council with the nominations from various communities to the Section 86 Special Committees that Council resolved to call nominations for at the 15 September 2009 meeting.

The Report also will recommend to Council the Instrument of Delegation to be signed and sealed by Council indicating the powers and duties expected of each Section 86 Special Committee

#### **Report**

Council advertised on 28 September 2009 a call for nominations to the following Special Committees with nominations closing on the 9<sup>th</sup> November 2009.

Lyonville Hall Committee ( at least 7 members)  
Glenlyon Recreation Reserve ( at least 7 members)  
Clunes Community Centre (at least 7 members)  
Campbelltown School Ground Committee ( at least 5 members)

The following nominations have been received:

#### **Lyonville Hall Committee**

Gary Neumann	Marjorie Atkinson
Doll Briggs	Tony Corneille
Anne Bremner	Adam Lim
Matthew Doddrell	Jill Little

#### **Glenlyon Recreation Reserve**

Robert Kennedy	Neil Bruce
Murrell Osborne	Chris Clare
Des Leonard	Gerald Coffey

#### **Clunes Community Centre**

Lynne Jones	Norah Campbell
Jenny Mason	Laurence Steart
Jim Robinson	

### **Campbelltown School Ground Committee**

Alister Clarke  
Isabelle Ross  
Albert Culvenor

Margaret Saligari  
Pat Culvenor

### **Relevant Policies**

Local Government Act 1989

Council Plan 2009-2013: Item 17 Embracing community knowledge and expertise to help guide decision making and implementation.

### **Community Engagement**

The call for nominations to the above Special Committees has been undertaken via a public advertisement in "The Advocate". In addition to this an information session was held at the Lyonville Hall for potential nominees to this Committee to clarify the nomination and appointment process.

### **Financial Implications**

There are no financial implications

### **Motion :**

*That Council:*

*10.1.1 Accept and resolve to appoint the following persons as Special Committee members to:*

#### **Lyonville Hall Committee**

Gary Neumann  
Anne Bremner  
Doll Briggs  
Matthew Doddrell

Tony Corneille  
Marjorie Atkinson  
Adam Lim  
Jill Little

#### **Glenlyon Recreation Reserve**

Robert Kennedy  
Neil Bruce  
Des Leonard

Chris Clare  
Murrell Osborne  
Gerald Coffey

#### **Clunes Community Centre**

Lynne Jones  
Jenny Mason  
Jim Robinson

Norah Campbell  
Laurence Steart

#### **Campbelltown School Ground**

Alister Clark  
Isabelle Ross

Margaret Saligari  
Pat Culvenor



**Albert Culvenor**

- 10.1.2 *In exercise of the powers conferred by sections 86 and 87 of the Local Government Act 1989 (the Act), resolves that:*
- 10.1.2.1. *From the date of this resolution, there be established as a special committee – **Lyonville Hall Committee.***
- 10.1.2.2. *The purposes of the Committee are those set out in the schedule to this resolution.*
- 10.1.2.3. *The members of the Committee are Community representatives (at least 7).*
- 10.1.2.4. *The Committee is required to report to Council at the intervals specified in the schedule to this resolution.*
- 10.1.2.5. *The members of the Committee who are not Councillors are pursuant to section 81(2A) of the Act, exempted from being required to submit a primary return or ordinary return.*
- 10.1.2.6. *A quorum for the Committee is a whole number that is an absolute majority of the number of members of the Committee.*
- 10.1.2.7. *All members of the Committee have voting rights on the Committee.*
- 10.1.2.8. *There be delegated to the Committee the powers, duties and functions set out in the attached Instrument of Delegation (the Instrument).*
- 10.1.2.9. *The Instrument comes into force immediately the common seal of Council is affixed to the Instrument and remains in force until 31 July 2013.*
- 10.1.2.10. *The powers, duties and functions conferred on the Committee by the Instrument must be exercised in accordance with any guidelines or policies Council may from time to time adopt.*
- 10.1.2.11. *The Instrument be signed and sealed.*
- 10.1.3 *In exercise of the powers conferred by sections 86 and 87 of the Local Government Act 1989 (the Act), resolves that:*
- 10.1.3.1. *From the date of this resolution, there be established as a special committee – **Glenlyon Recreation Reserve.***
- 10.1.3.2. *The purposes of the Committee are those set out in the schedule to this resolution.*
- 10.1.3.3. *The members of the Committee are Community representatives (at least 7).*
- 10.1.3.4. *The Committee is required to report to Council at the intervals specified in the schedule to this resolution.*
- 10.1.3.5. *The members of the Committee who are not Councillors are pursuant to section 81(2A) of the Act, exempted from being required to submit a primary return or ordinary return.*
- 10.1.3.6. *A quorum for the Committee is a whole number that is an absolute majority of the number of members of the Committee.*
- 10.1.3.7. *All members of the Committee have voting rights on the Committee.*

- 10.1.3.8. *There be delegated to the Committee the powers, duties and functions set out in the attached Instrument of Delegation (the Instrument).*
- 10.1.3.9. *The Instrument comes into force immediately the common seal of Council is affixed to the Instrument and remains in force until 31 July 2013.*
- 10.1.3.10. *The powers, duties and functions conferred on the Committee by the Instrument must be exercised in accordance with any guidelines or policies Council may from time to time adopt.*
- 10.1.3.11. *The Instrument be signed and sealed.*
- 10.1.4 *In exercise of the powers conferred by sections 86 and 87 of the Local Government Act 1989 (the Act), resolves that:*
- 10.1.4.1. *From the date of this resolution, there be established as a special committee – **Clunes Community Centre**.*
- 10.1.4.2. *The purposes of the Committee are those set out in the schedule to this resolution.*
- 10.1.4.3. *The members of the Committee are Community representatives (at least 7).*
- 10.1.4.4. *The Committee is required to report to Council at the intervals specified in the schedule to this resolution.*
- 10.1.4.5. *The members of the Committee who are not Councillors are pursuant to section 81(2A) of the Act, exempted from being required to submit a primary return or ordinary return.*
- 10.1.4.6. *A quorum for the Committee is a whole number that is an absolute majority of the number of members of the Committee.*
- 10.1.4.7. *All members of the Committee have voting rights on the Committee.*
- 10.1.4.8. *There be delegated to the Committee the powers, duties and functions set out in the attached Instrument of Delegation (the Instrument).*
- 10.1.4.9. *The Instrument comes into force immediately the common seal of Council is affixed to the Instrument and remains in force until 31 July 2013.*
- 10.1.4.10. *The powers, duties and functions conferred on the Committee by the Instrument must be exercised in accordance with any guidelines or policies Council may from time to time adopt.*
- 10.1.4.11. *The Instrument be signed sealed.*
- 10.1.5 *In exercise of the powers conferred by sections 86 and 87 of the Local Government Act 1989 (the Act), resolves that:*
- 10.1.5.1. *From the date of this resolution, there be established as a special committee – **Campbelltown School Ground**.*
- 10.1.5.2. *The purposes of the Committee are those set out in the schedule to this resolution.*

- 10.1.5.3. *The members of the Committee are Community representatives (at least 5).*
- 10.1.5.4. *The Committee is required to report to Council at the intervals specified in the schedule to this resolution.*
- 10.1.5.5. *The members of the Committee who are not Councillors are pursuant to section 81(2A) of the Act, exempted from being required to submit a primary return or ordinary return.*
- 10.1.5.6. *A quorum for the Committee is a whole number that is an absolute majority of the number of members of the Committee.*
- 10.1.5.7. *All members of the Committee have voting rights on the Committee.*
- 10.1.5.8. *There be delegated to the Committee the powers, duties and functions set out in the attached Instrument of Delegation (the Instrument).*
- 10.1.5.9. *The Instrument comes into force immediately the common seal of Council is affixed to the Instrument and remains in force until 31 July 2013.*
- 10.1.5.10. *The powers, duties and functions conferred on the Committee by the Instrument must be exercised in accordance with any guidelines or policies Council may from time to time adopt.*
- 10.1.5.11. *The Instrument be signed and sealed.*

**Moved:** Cr Tim Hayes

**Seconded:** Cr Don Henderson

**Carried.**

## **Attachment 2**

### **Item 10.1**



## **INSTRUMENT OF DELEGATION** **Special Committee**

Section 86 Local Government Act – 1989

### **Lyonville Hall Committee of Management**

Hepburn Shire Council (Council) delegates to the special committee established by resolution of council passed on 17 November 2009 and known as the Lyonville Hall Committee(the Committee), the powers and functions set out in the Schedule, and declares that :

1. This instrument of Delegation is authorised by a resolution of Council passed on the 17 November 2009;
2. The delegation:
  - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
  - 2.2 remains in force until Council resolves to vary or revoke it; or until the 31 July 2013; and
  - 2.3 is to be exercised in accordance with the attached Schedule and any guidelines or policies which council from time to time adopts.

3. Exceptions, conditions and limitations.

The Committee is not authorised by this instrument to :

- 3.1 enter into contracts, or incur expenditure, for an amount which exceeds the approved budget; and
- 3.2 exercise the powers which, by force Section 86 of the Act, cannot be delegated.

4. All members of the committee will have voting rights on the Committee.

**The Common Seal of the Hepburn  
Shire Council was affixed in the presence of**

.....**Mayor**

.....**Chief Executive Officer**

**This.....day of .....2009**

## SCHEDULE 1.

### Hepburn Shire Council (The Council)

The Hepburn Shire Council as constituted under the Local Government Act 1989 and acting as Committee of Management of Crown Land under the Crown Land Reserves Act 1978.

### Name of Committee

The special committee of Council shall be entitled the “ Lyonville Hall Committee of Management”

### Objectives

To administer, manage and control the property:-

The Lyonville Hall, Crown Allotments 1 and 2 of section 10 in the parish Bullarto – known as the Ling Bogoyal Community Reserve and held on agreement with the Gleeson Family until 2049. Consisting of a timber hall, outside toilets and reserve land.

Hereinafter referred to as the stated property.

### Membership of Committee

1. The Committee shall be comprised of:
  - At least 7 community representatives.
2. The Council may at any time, remove a member from the Committee or disband the committee or appoint a member to the Committee.

### Office Bearers

The committee shall at its commencement and then at its Annual Meeting each year elect from its members the following office bearers:

- President, Chairperson of the committee
- Secretary
- Treasurer

### Committee Proceedings

1. The Committee shall at its Annual Meeting each year appoint a time and place for regular meetings. Such meetings shall be held at intervals of not more than three (3) months. Should it be necessary to alter the times or place of a regular appointed meeting all members of the Committee shall be given at least forty-eight (48) hours notice in writing of the new time or place.
2. The quorum of the Committee shall be a majority of the members.
3. Each member shall be entitled to one vote and in the event of equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.
4. The Committee shall hold an Annual Meeting during the month of August each year. The Annual meeting shall be advertised in the local newspaper at least fourteen (14) days prior to the meeting date.
5. The Secretary of the Committee shall, on receipt of a requisition signed by the Chairperson, or three (3) members, stating the object of such meeting, within fourteen (14) days call a Special Meeting. Written notice of such meeting shall be given to each member of the Committee specifying the object of the meeting and the time and place where the meeting shall be held.
6. No business, apart from that which is described in the object of a Special Meeting, can be conducted or acted upon by the Committee at a Special Meeting.
7. All motions/resolutions of the Committee, apart from usual, day to day meeting motions/resolutions; shall be reduced to writing before being voted upon.
8. No motion/resolution has any standing if made at a meeting where a quorum was not present.
9. Any contracts or other such instruments that the Committee enters into will have no legal effect upon Council unless preceding clauses (7) and (8) are followed.
10. The Committee shall cause minutes to be kept of all meetings and shall forward to the council a copy of such minutes within fourteen (14) days of each meeting.

### Conflicts of Interest

Committee members must observe the provisions of the Local Government Act 1989 as they relate to a conflict of interest in matters of business handled by the Committee. In general a person has a conflict of interest if they have a direct interest in a matter, including where they are likely to directly gain or lose financially or where their residential amenity is likely to be directly affected.



## Meetings

All meetings of the Committee must be advertised to the public and be conducted as open meetings. A meeting may be closed by resolution of the Committee to deal with an item of business of a sensitive or confidential nature.(refer provisions of the Local Government Act 1989)

## Duties of Chairperson

The Chairperson shall: -

- i. Ensure the Committee operates in accordance with the Local Government Act 1989, Council's Meeting Procedures Local Law, this delegation and any other relevant laws.
- ii. Shall ensure that the required notice of meetings is provided in accordance with the Local Government Act 1989.
- iii. Shall chair the meetings of the committee.

## Duties of Secretary

The Secretary shall: -

- i. Conduct the correspondence of the Committee
- ii. Shall have the custody of all documents belonging to the Committee
- iii. Shall keep correct minutes of all proceedings and records of the Committee
- iv. Shall accurately record all written motions/resolutions in the minutes.
- v. Carry out the directions of the Committee (under motion/resolution)
- vi. Shall forward a copy of the minutes of all meetings and ensure a copy of the Financial statements, tabled at the Annual Meeting, are forwarded to the Council within fourteen (14) days of each respective meeting.
- vii. Immediately call a Special Meeting upon receiving the requisition to do so.

## Duties of Treasurer

The Treasurer shall: -

- i. Pay into the Bank all monies received by the Committee within seven (7) days of receipt.
- ii. Keep correct accounts and books showing the financial affairs of the Committee.
- iii. Prepare statements of receipts and expenditure.
- iv. Provide a financial report to each regular meeting.
- v. Provide a full statement of all monies received and expended by the committee for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vi. Provide a statement of assets and liabilities for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vii. Ensure the person appointed by Council has duly audited the Annual Meeting statements prior to the meeting taking place.
- viii. Ensure that no later than the 31<sup>st</sup> of August each year a certified copy of each of those statements prepared for the Annual Meeting are forwarded to Council.

- ix. Receive and manage bequests and trust funds made to the Lyonville Hall Committee

Powers and Duties of Committee.

1. The Committee shall: -
  - Ensure they have an understanding of the Instrument of Delegation and they may seek assistance from Council to do this.
  - Ensure any new members have an understanding of the Instrument of Delegation.
  - Ensure all procedures are followed.
  - Set and approve of conditions, fees and charges for use of the stated property.
  - Carry out all minor items of maintenance as defined in the attached Schedule at the Committee's expense.
  - Report to Council on any other items of maintenance.
2. The Committee cannot delegate any of its powers or functions.
3. The Committee may enter into any contract for an amount up to five thousand dollars (\$5,000).
4. The Committee may incur expenditure on any one matter up to ten thousand dollars (\$10,000).
5. The Committee may only borrow money, obtain a bank overdraft or exceed the limits specified in the preceding clauses (3) & (4) upon receiving written approval from Council.
6. The Committee shall ensure that all funds raised by the Committee are only expended on management of and minor maintenance of the stated property.
7. Subject to Clauses 1 – 6 hereof, the Committee may exercise all powers and functions of Council necessary for the control and management of the stated property.
8. The Committee may apply to Council for an advance or contribution of monies for the purpose of improvements on the stated property and if the advance/contribution is approved the Committee shall:
  - Carry out all conditions imposed by Council in making the advance/contribution.
  - Repay out of funds received by it the amount of such advance/contribution in the manner prescribed by Council when making the advance/contribution.
9. The Committee shall ensure a quarterly building inspection is completed with the end of the year inspection being returned to Council Risk and Property Manager by the 31<sup>st</sup> of December each year.

10. Every person of the Committee shall be a person authorised to enforce the provisions of the Council's Local laws and regulations ( so far as they are applicable to the stated property only) relating to the control and management of municipal places

### Finance

1. The Committee shall open a (or maintain the existing) bank account and advise Council of the name of the bank.
2. The Committee shall authorise the manager of its bank to supply the Council with a copy of the Committee's bank account on the written request of the Chief Executive Officer.
3. All expenditure shall be authorised by the Committee and shall be paid by cheque signed by any two (2) of three (3) signatories.
4. The Committee shall ensure that the audit of financial reports presented at the Annual Meeting is made available to Councils' auditor no later than the 1<sup>st</sup> of August, each year.

### Indemnity

Council indemnifies members of the Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Committee, provided they are acting in accordance with this Instrument of Delegation in an honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Committee hereunder.

### Commencement of Delegation

This instrument of delegation commences immediately the common seal of Council is affixed to this Instrument of Delegation, and remains in force until Council resolves to vary or revoke it or the 31<sup>st</sup> July 2013.

### Winding Up

In the event of the Committee being wound up or dissolved for any reason:- all monies, after the satisfaction of all debts and liabilities, or property held or held in trust and any other assets will be paid or transferred to Council. No monies or property shall be distributed to or amongst members of the Committee.

### Delegation

The Council by resolution and this Instrument delegates to the Committee its power, duties and functions necessary to meet its purpose and all related matters.

## SCHEDULE 2.

Hepburn Shire Council and Lyonville Hall Committee of Management.

1. Maintenance has its ordinary meaning and includes cleaning, repairing, painting, polishing or similar activities.
2. Minor Maintenance refers to any activity which has a total cost of \$1,000 or where the Committee has reached the amount of \$3,000 for the financial year in expenditure on maintenance.
3. All legal instruments, being contracts, leases, agreements, licences above the sum of two hundred (\$200) must be executed and attested to in the following manner: -

*“This contact/agreement/licence/lease\*\* is executed by The Lyonville Hall Committee of Management for and on behalf of the Hepburn Shire Council in accordance with the terms of its Appointment and Instrument of Delegation”*

*Signed* \_\_\_\_\_  
*Committee member #1*

*Signed* \_\_\_\_\_  
*Committee member #2*

4. The Committee will set the fees, charges and conditions to hire the stated property.
5. The Committee will pay the following outgoings as appropriate:-
  - Electricity
  - Cleaning
6. The Committee will be responsible for the minor maintenance of the above property.

7. Council :

- will be responsible for all major maintenance of the property.
- provide and be responsible for payment of a person to perform the annual audit of the committee's financial records.
- be responsible for the mowing of the property just prior to the Annual Lyonville Woodchop Event and 3 other times during the year as required.
- will assist with the garden maintenance of this property and the removal of debris.

**END SCHEDULES**

# **Attachment 3**

## **Item 10.1**



## **INSTRUMENT OF DELEGATION** **Special Committee**

Section 86 Local Government Act – 1989

### **Glenlyon Recreation Reserve Committee of Management**

Hepburn Shire Council (Council) delegates to the special committee established by resolution of council passed on 17 November 2009 and known as the Glenlyon Recreation Reserve Committee (the Committee), the powers and functions set out in the Schedule, and declares that :

1. This instrument of Delegation is authorised by a resolution of Council passed on the 17 November 2009;
2. The delegation:
  - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
  - 2.2 remains in force until Council resolves to vary or revoke it; or until the 31 July 2013; and
  - 2.3 is to be exercised in accordance with the attached Schedule and any guidelines or policies which council from time to time adopts.

3. Exceptions, conditions and limitations.

The Committee is not authorised by this instrument to :

- 3.1 enter into contracts, or incur expenditure, for an amount which exceeds the approved budget; and
- 3.2 exercise the powers which, by force Section 86 of the Act, cannot be delegated.

4. All members of the committee will have voting rights on the Committee.

**The Common Seal of the Hepburn  
Shire Council was affixed in the presence of**

.....**Mayor**

.....**Chief Executive Officer**

**This.....day of .....2009**



## SCHEDULE 1.

### Hepburn Shire Council (The Council)

The Hepburn Shire Council as constituted under the Local Government Act 1989 and acting as Committee of Management of Crown Land under the Crown Land Reserves Act 1978.

### Name of Committee

The special committee of Council shall be entitled the “ Glenlyon Recreation Reserve Committee of Management”

### Objectives

To administer, manage and control the property:-

Consisting of Crown Allotments 5,6 and 7 and (2D), Section 48 (49) Parish of Glenlyon (Reserve Reference No RS 5480)

Hereinafter referred to as the stated property.

### Membership of Committee

1. The Committee shall be comprised of:
  - At least 7 community representatives.
2. The Council may at any time, remove a member from the Committee or disband the committee or appoint a member to the Committee.

### Office Bearers

The committee shall at its commencement and then at its Annual Meeting each year elect from its members the following office bearers:

- President, Chairperson of the committee
- Secretary
- Treasurer

## Committee Proceedings

1. The Committee shall at its Annual Meeting each year appoint a time and place for regular meetings. Such meetings shall be held at intervals of not more than three (3) months. Should it be necessary to alter the times or place of a regular appointed meeting all members of the Committee shall be given at least forty-eight (48) hours notice in writing of the new time or place.
2. The quorum of the Committee shall be a majority of the members.
3. Each member shall be entitled to one vote and in the event of equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.
4. The Committee shall hold an Annual Meeting during the month of August each year. The Annual meeting shall be advertised in the local newspaper at least fourteen (14) days prior to the meeting date.
5. The Secretary of the Committee shall, on receipt of a requisition signed by the Chairperson, or three (3) members, stating the object of such meeting, within fourteen (14) days call a Special Meeting. Written notice of such meeting shall be given to each member of the Committee specifying the object of the meeting and the time and place where the meeting shall be held.
6. No business, apart from that which is described in the object of a Special Meeting, can be conducted or acted upon by the Committee at a Special Meeting.
7. All motions/resolutions of the Committee, apart from usual, day to day meeting motions/resolutions; shall be reduced to writing before being voted upon.
8. No motion/resolution has any standing if made at a meeting where a quorum was not present.
9. Any contracts or other such instruments that the Committee enters into will have no legal effect upon Council unless preceding clauses (7) and (8) are followed.
10. The Committee shall cause minutes to be kept of all meetings and shall forward to the council a copy of such minutes within fourteen (14) days of each meeting.

## Conflicts of Interest

Committee members must observe the provisions of the Local Government Act 1989 as they relate to a conflict of interest in matters of business handled by the Committee. In general a person has a conflict of interest if they have a direct interest in a matter, including where they are likely to directly gain or lose financially or where their residential amenity is likely to be directly affected.

## Meetings

All meetings of the Committee must be advertised to the public and be conducted as open meetings. A meeting may be closed by resolution of the Committee to deal with an item of business of a sensitive or confidential nature.(refer provisions of the Local Government Act 1989)

#### Duties of Chairperson

The Chairperson shall: -

- i. Ensure the Committee operates in accordance with the Local Government Act 1989, Council's Meeting Procedures Local Law, this delegation and any other relevant laws.
- ii. Shall ensure that the required notice of meetings is provided in accordance with the Local Government Act 1989.
- iii. Shall chair the meetings of the committee.

#### Duties of Secretary

The Secretary shall: -

- i. Conduct the correspondence of the Committee
- ii. Shall have the custody of all documents belonging to the Committee
- iii. Shall keep correct minutes of all proceedings and records of the Committee
- iv. Shall accurately record all written motions/resolutions in the minutes.
- v. Carry out the directions of the Committee (under motion/resolution)
- vi. Shall forward a copy of the minutes of all meetings and ensure a copy of the Financial statements, tabled at the Annual Meeting, are forwarded to the Council within fourteen (14) days of each respective meeting.
- vii. Immediately call a Special Meeting upon receiving the requisition to do so.

#### Duties of Treasurer

The Treasurer shall: -

- i. Pay into the Bank all monies received by the Committee within seven (7) days of receipt.
- ii. Keep correct accounts and books showing the financial affairs of the Committee.
- iii. Prepare statements of receipts and expenditure.
- iv. Provide a financial report to each regular meeting.
- v. Provide a full statement of all monies received and expended by the committee for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vi. Provide a statement of assets and liabilities for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vii. Ensure the person appointed by Council has duly audited the Annual Meeting statements prior to the meeting taking place.
- viii. Ensure that no later than the 31<sup>st</sup> of August each year a certified copy of each of those statements prepared for the Annual Meeting are forwarded to Council.
- ix. Receive and manage bequests and trust funds made to the Glenlyon Recreation Reserve Committee

## Powers and Duties of Committee.

1. The Committee shall: -
  - Ensure they have an understanding of the Instrument of Delegation and they may seek assistance from Council to do this.
  - Ensure any new members have an understanding of the Instrument of Delegation.
  - Ensure all procedures are followed.
  - Set and approve of conditions, fees and charges for use of the stated property.
  - Carry out all minor items of maintenance as defined in the attached Schedule at the Committee's expense.
  - Report to Council on any other items of maintenance.
2. The Committee cannot delegate any of its powers or functions.
3. The Committee may enter into any contract for an amount up to five thousand dollars (\$5,000).
4. The Committee may incur expenditure on any one matter up to ten thousand dollars (\$10,000).
5. The Committee may only borrow money, obtain a bank overdraft or exceed the limits specified in the preceding clauses (3) & (4) upon receiving written approval from Council.
6. The Committee shall ensure that all funds raised by the Committee are only expended on management of and minor maintenance of the stated property.
7. Subject to Clauses 1 – 6 hereof, the Committee may exercise all powers and functions of Council necessary for the control and management of the stated property.
8. The Committee may apply to Council for an advance or contribution of monies for the purpose of improvements on the stated property and if the advance/contribution is approved the Committee shall:
  - Carry out all conditions imposed by Council in making the advance/contribution.
  - Repay out of funds received by it the amount of such advance/contribution in the manner prescribed by Council when making the advance/contribution.
9. The Committee shall ensure a quarterly building inspection is completed with the end of the year inspection being returned to Council Risk and Property Manager by the 31<sup>st</sup> of December each year.

## Finance

1. The Committee shall open a (or maintain the existing) bank account and advise Council of the name of the bank.
2. The Committee shall authorise the manager of its bank to supply the Council with a copy of the Committee's bank account on the written request of the Chief Executive Officer.
3. All expenditure shall be authorised by the Committee and shall be paid by cheque signed by any two (2) of three (3) signatories.
4. The Committee shall ensure that the audit of financial reports presented at the Annual Meeting is made available to Councils' auditor no later than the 1<sup>st</sup> of August, each year.

## Indemnity

Council indemnifies members of the Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Committee, provided they are acting in accordance with this Instrument of Delegation in an honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Committee hereunder.

## Commencement of Delegation

This instrument of delegation commences immediately the common seal of Council is affixed to this Instrument of Delegation, and remains in force until Council resolves to vary or revoke it or the 31<sup>st</sup> July 2013.

## Winding Up

In the event of the Committee being wound up or dissolved for any reason:- all monies, after the satisfaction of all debts and liabilities, or property held or held in trust and any other assets will be paid or transferred to Council. No monies or property shall be distributed to or amongst members of the Committee.

## Delegation

The Council by resolution and this Instrument delegates to the Committee its power, duties and functions necessary to meet its purpose and all related matters.

## SCHEDULE 2.

Hepburn Shire Council and Glenlyon Recreation Reserve Committee of Management.

1. Maintenance has its ordinary meaning and includes cleaning, repairing, painting, polishing or similar activities.
2. Minor Maintenance refers to any activity which has a total cost of \$1,000 or where the Committee has reached the amount of \$3,000 for the financial year in expenditure on maintenance.
3. All legal instruments, being contracts, leases, agreements, licences above the sum of two hundred (\$200) must be executed and attested to in the following manner: -

*“This contract/agreement/licence/lease\*\* is executed by The Glenlyon Recreation Reserve Committee of Management for and on behalf of the Hepburn Shire Council in accordance with the terms of its Appointment and Instrument of Delegation”*

*Signed* \_\_\_\_\_  
*Committee member #1*

*Signed* \_\_\_\_\_  
*Committee member #2*

4. The Committee will set the fees, charges and conditions to hire the stated property.
5. The Committee will pay the following outgoings as appropriate:-
  - Electricity
  - Cleaning
  - Water rates, taxes
6. The Committee will be responsible for the minor maintenance of the above property.
7. Council :
  - will be responsible for all major maintenance of the property.
  - provide and be responsible for payment of a person to perform the annual audit of the committee’s financial records.

**END SCHEDULES**

# **Attachment 4**

## **Item 10.1**





## **INSTRUMENT OF DELEGATION** **Special Committee**

Section 86 Local Government Act – 1989

### **Clunes Community Centre Committee of Management**

Hepburn Shire Council (Council) delegates to the special committee established by resolution of council passed on 17 November 2009 and known as the Clunes Community Centre Committee (the Committee), the powers and functions set out in the Schedule, and declares that :

1. This instrument of Delegation is authorised by a resolution of Council passed on the 17 November 2009;
2. The delegation:
  - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
  - 2.2 remains in force until Council resolves to vary or revoke it; or until the 31 July 2013; and
  - 2.3 is to be exercised in accordance with the attached Schedule and any guidelines or policies which council from time to time adopts.

3. Exceptions, conditions and limitations.

The Committee is not authorised by this instrument to :

- 3.1 enter into contracts, or incur expenditure, for an amount which exceeds the approved budget; and
- 3.2 exercise the powers which, by force Section 86 of the Act, cannot be delegated.

4. All members of the committee will have voting rights on the Committee.

**The Common Seal of the Hepburn  
Shire Council was affixed in the presence of**

.....**Mayor**

.....**Chief Executive Officer**

**This.....day of .....2009**

## **SCHEDULE 1.**

### **Hepburn Shire Council (The Council)**

The Hepburn Shire Council as constituted under the Local Government Act 1989 and acting as Committee of Management of Crown Land under the Crown Land Reserves Act 1978.

### **Name of Committee**

The special committee of Council shall be entitled the “ Clunes Community Centre Committee of Management”

### **Objectives**

To administer, manage and control the property:-

Clunes Community Centre (the premises) located on Victoria Park Recreation Reserve, Clunes but excludes the Clunes Swimming Pool and immediate surrounds.

Hereinafter referred to as the stated property.

### **Membership of Committee**

1. The Committee shall be comprised of:
  - At least 7 community representatives.
2. The Council may at any time, remove a member from the Committee or disband the committee or appoint a member to the Committee.

### **Office Bearers**

The committee shall at its commencement and then at its Annual Meeting each year elect from its members the following office bearers:

- President, Chairperson of the committee
- Secretary
- Treasurer

## Committee Proceedings

1. The Committee shall at its Annual Meeting each year appoint a time and place for regular meetings. Such meetings shall be held at intervals of not more than three (3) months. Should it be necessary to alter the times or place of a regular appointed meeting all members of the Committee shall be given at least forty-eight (48) hours notice in writing of the new time or place.
2. The quorum of the Committee shall be a majority of the members.
3. Each member shall be entitled to one vote and in the event of equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.
4. The Committee shall hold an Annual Meeting during the month of August each year. The Annual meeting shall be advertised in the local newspaper at least fourteen (14) days prior to the meeting date.
5. The Secretary of the Committee shall, on receipt of a requisition signed by the Chairperson, or three (3) members, stating the object of such meeting, within fourteen (14) days call a Special Meeting. Written notice of such meeting shall be given to each member of the Committee specifying the object of the meeting and the time and place where the meeting shall be held.
6. No business, apart from that which is described in the object of a Special Meeting, can be conducted or acted upon by the Committee at a Special Meeting.
7. All motions/resolutions of the Committee, apart from usual, day to day meeting motions/resolutions; shall be reduced to writing before being voted upon.
8. No motion/resolution has any standing if made at a meeting where a quorum was not present.
9. Any contracts or other such instruments that the Committee enters into will have no legal effect upon Council unless preceding clauses (7) and (8) are followed.
10. The Committee shall cause minutes to be kept of all meetings and shall forward to the council a copy of such minutes within fourteen (14) days of each meeting.

## Conflicts of Interest

Committee members must observe the provisions of the Local Government Act 1989 as they relate to a conflict of interest in matters of business handled by the Committee. In general a person has a conflict of interest if they have a direct interest in a matter, including where they are likely to directly gain or lose financially or where their residential amenity is likely to be directly affected.

## Meetings

All meetings of the Committee must be advertised to the public and be conducted as open meetings. A meeting may be closed by resolution of the Committee to deal with an item of business of a sensitive or confidential nature.(refer provisions of the Local Government Act 1989)

#### Duties of Chairperson

The Chairperson shall: -

- i. Ensure the Committee operates in accordance with the Local Government Act 1989, Council's Meeting Procedures Local Law, this delegation and any other relevant laws.
- ii. Shall ensure that the required notice of meetings is provided in accordance with the Local Government Act 1989.
- iii. Shall chair the meetings of the committee.

#### Duties of Secretary

The Secretary shall: -

- i. Conduct the correspondence of the Committee
- ii. Shall have the custody of all documents belonging to the Committee
- iii. Shall keep correct minutes of all proceedings and records of the Committee
- iv. Shall accurately record all written motions/resolutions in the minutes.
- v. Carry out the directions of the Committee (under motion/resolution)
- vi. Shall forward a copy of the minutes of all meetings and ensure a copy of the Financial statements, tabled at the Annual Meeting, are forwarded to the Council within fourteen (14) days of each respective meeting.
- vii. Immediately call a Special Meeting upon receiving the requisition to do so.

#### Duties of Treasurer

The Treasurer shall: -

- i. Pay into the Bank all monies received by the Committee within seven (7) days of receipt.
- ii. Keep correct accounts and books showing the financial affairs of the Committee.
- iii. Prepare statements of receipts and expenditure.
- iv. Provide a financial report to each regular meeting.
- v. Provide a full statement of all monies received and expended by the committee for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vi. Provide a statement of assets and liabilities for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vii. Ensure the person appointed by Council has duly audited the Annual Meeting statements prior to the meeting taking place.
- viii. Ensure that no later than the 31<sup>st</sup> of August each year a certified copy of each of those statements prepared for the Annual Meeting are forwarded to Council.
- ix. Receive and manage bequests and trust funds made to the Clunes Community Centre Committee

## Powers and Duties of Committee.

1. The Committee shall: -
  - Ensure they have an understanding of the Instrument of Delegation and they may seek assistance from Council to do this.
  - Ensure any new members have an understanding of the Instrument of Delegation.
  - Ensure all procedures are followed.
  - Set and approve of conditions, fees and charges for use of the stated property.
  - Carry out all minor items of maintenance as defined in the attached Schedule at the Committee's expense.
  - Report to Council on any other items of maintenance.
2. The Committee cannot delegate any of its powers or functions.
3. The Committee may enter into any contract for an amount up to five thousand dollars (\$5,000).
4. The Committee may incur expenditure on any one matter up to ten thousand dollars (\$10,000).
5. The Committee may only borrow money, obtain a bank overdraft or exceed the limits specified in the preceding clauses (3) & (4) upon receiving written approval from Council.
6. The Committee shall ensure that all funds raised by the Committee are only expended on management of and minor maintenance of the stated property.
7. Subject to Clauses 1 – 6 hereof, the Committee may exercise all powers and functions of Council necessary for the control and management of the stated property.
8. The Committee may apply to Council for an advance or contribution of monies for the purpose of improvements on the stated property and if the advance/contribution is approved the Committee shall:
  - Carry out all conditions imposed by Council in making the advance/contribution.
  - Repay out of funds received by it the amount of such advance/contribution in the manner prescribed by Council when making the advance/contribution.
9. The Committee shall ensure a quarterly building inspection is completed with the end of the year inspection being returned to Council Risk and Property Manager by the 31<sup>st</sup> of December each year.

### Finance

1. The Committee shall open a (or maintain the existing) bank account and advise Council of the name of the bank.
2. The Committee shall authorise the manager of its bank to supply the Council with a copy of the Committee's bank account on the written request of the Chief Executive Officer.
3. All expenditure shall be authorised by the Committee and shall be paid by cheque signed by any two (2) of three (3) signatories.
4. The Committee shall ensure that the audit of financial reports presented at the Annual Meeting is made available to Councils' auditor no later than the 1<sup>st</sup> of August, each year.

### Indemnity

Council indemnifies members of the Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Committee, provided they are acting in accordance with this Instrument of Delegation in an honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Committee hereunder.

### Commencement of Delegation

This instrument of delegation commences immediately the common seal of Council is affixed to this Instrument of Delegation, and remains in force until Council resolves to vary or revoke it or the 31<sup>st</sup> July 2013.

### Winding Up

In the event of the Committee being wound up or dissolved for any reason:- all monies, after the satisfaction of all debts and liabilities, or property held or held in trust and any other assets will be paid or transferred to Council. No monies or property shall be distributed to or amongst members of the Committee.

### Delegation

The Council by resolution and this Instrument delegates to the Committee its power, duties and functions necessary to meet its purpose and all related matters.

## SCHEDULE 2.

Hepburn Shire Council and Clunes Community Centre Committee of Management.

1. Maintenance has its ordinary meaning and includes cleaning, repairing, painting, polishing or similar activities.
2. Minor Maintenance refers to any activity which has a total cost of \$1,000 or where the Committee has reached the amount of \$3,000 for the financial year in expenditure on maintenance.
3. All legal instruments, being contracts, leases, agreements, licences above the sum of two hundred (\$200) must be executed and attested to in the following manner: -

*"This contract/agreement/licence/lease\*\* is executed by The Clunes Community Centre Committee of Management for and on behalf of the Hepburn Shire Council in accordance with the terms of its Appointment and Instrument of Delegation"*

Signed \_\_\_\_\_  
Committee member #1

Signed \_\_\_\_\_  
Committee member #2

4. The Committee will set the fees, charges and conditions to hire the stated property.
5. The Committee will pay the following outgoings as appropriate:-
  - Electricity
  - Cleaning
  - Water rates, taxes
6. The Committee will be responsible for the minor maintenance of the above property.
7. Council :
  - will be responsible for all major maintenance of the property.
  - provide and be responsible for payment of a person to perform the annual audit of the committee's financial records.



**END SCHEDULES**

# **Attachment 5**

## **Item 10.1**



## **INSTRUMENT OF DELEGATION** **Special Committee**

Section 86 Local Government Act – 1989

### **Campbelltown School Ground Committee of Management**

Hepburn Shire Council (Council) delegates to the special committee established by resolution of council passed on 17 November 2009 and known as the Campbelltown School Ground Committee (the Committee), the powers and functions set out in the Schedule, and declares that :

1. This instrument of Delegation is authorised by a resolution of Council passed on the 17 November 2009;
2. The delegation:
  - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
  - 2.2 remains in force until Council resolves to vary or revoke it; or until the 31 July 2013; and
  - 2.3 is to be exercised in accordance with the attached Schedule and any guidelines or policies which council from time to time adopts.

3. Exceptions, conditions and limitations.

The Committee is not authorised by this instrument to :

- 3.1 enter into contracts, or incur expenditure, for an amount which exceeds the approved budget; and
- 3.2 exercise the powers which, by force Section 86 of the Act, cannot be delegated.

4. All members of the committee will have voting rights on the Committee.

**The Common Seal of the Hepburn  
Shire Council was affixed in the presence of**

.....**Mayor**

.....**Chief Executive Officer**

**This.....day of .....2009**

## **SCHEDULE 1.**

### **Hepburn Shire Council (The Council)**

The Hepburn Shire Council as constituted under the Local Government Act 1989 and acting as Committee of Management of Crown Land under the Crown Land Reserves Act 1978.

### **Name of Committee**

The special committee of Council shall be entitled the “ Campbelltown School Ground Committee of Management”

### **Objectives**

To administer, manage and control the property:-

Former Campbelltown School Grounds, Barry Road, Campbelltown .

Hereinafter referred to as the stated property.

### **Membership of Committee**

1. The Committee shall be comprised of:
  - At least 5 community representatives.
2. The Council may at any time, remove a member from the Committee or disband the committee or appoint a member to the Committee.

### **Office Bearers**

The committee shall at its commencement and then at its Annual Meeting each year elect from its members the following office bearers:

- President, Chairperson of the committee
- Secretary
- Treasurer

### Committee Proceedings

1. The Committee shall at its Annual Meeting each year appoint a time and place for regular meetings. The committee shall meet at least once every year. Should it be necessary to alter the times or place of a regular appointed meeting all members of the Committee shall be given at least forty-eight (48) hours notice in writing of the new time or place.
2. The quorum of the Committee shall be a majority of the members.
3. Each member shall be entitled to one vote and in the event of equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.
4. The Committee shall hold an Annual Meeting during the month of August each year. The Annual meeting shall be advertised in the local newspaper at least fourteen (14) days prior to the meeting date.
5. The Secretary of the Committee shall, on receipt of a requisition signed by the Chairperson, or three (3) members, stating the object of such meeting, within fourteen (14) days call a Special Meeting. Written notice of such meeting shall be given to each member of the Committee specifying the object of the meeting and the time and place where the meeting shall be held.
6. No business, apart from that which is described in the object of a Special Meeting, can be conducted or acted upon by the Committee at a Special Meeting.
7. All motions/resolutions of the Committee, apart from usual, day to day meeting motions/resolutions; shall be reduced to writing before being voted upon.
8. No motion/resolution has any standing if made at a meeting where a quorum was not present.
9. Any contracts or other such instruments that the Committee enters into will have no legal effect upon Council unless preceding clauses (7) and (8) are followed.
10. The Committee shall cause minutes to be kept of all meetings and shall forward to the council a copy of such minutes within fourteen (14) days of each meeting.

### Conflicts of Interest

Committee members must observe the provisions of the Local Government Act 1989 as they relate to a conflict of interest in matters of business handled by the Committee. In general a person has a conflict of interest if they have a direct interest in a matter, including where they are likely to directly gain or lose financially or where their residential amenity is likely to be directly affected.

## Meetings

All meetings of the Committee must be advertised to the public and be conducted as open meetings. A meeting may be closed by resolution of the Committee to deal with an item of business of a sensitive or confidential nature.(refer provisions of the Local Government Act 1989)

## Duties of Chairperson

The Chairperson shall: -

- i. Ensure the Committee operates in accordance with the Local Government Act 1989, Council's Meeting Procedures Local Law, this delegation and any other relevant laws.
- ii. Shall ensure that the required notice of meetings is provided in accordance with the Local Government Act 1989.
- iii. Shall chair the meetings of the committee.

## Duties of Secretary

The Secretary shall: -

- i. Conduct the correspondence of the Committee
- ii. Shall have the custody of all documents belonging to the Committee
- iii. Shall keep correct minutes of all proceedings and records of the Committee
- iv. Shall accurately record all written motions/resolutions in the minutes.
- v. Carry out the directions of the Committee (under motion/resolution)
- vi. Shall forward a copy of the minutes of all meetings and ensure a copy of the Financial statements, tabled at the Annual Meeting, are forwarded to the Council within fourteen (14) days of each respective meeting.
- vii. Immediately call a Special Meeting upon receiving the requisition to do so.

## Duties of Treasurer

The Treasurer shall: -

- i. Pay into the Bank all monies received by the Committee within seven (7) days of receipt.
- ii. Keep correct accounts and books showing the financial affairs of the Committee.
- iii. Prepare statements of receipts and expenditure.
- iv. Provide a financial report to each regular meeting.
- v. Provide a full statement of all monies received and expended by the committee for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vi. Provide a statement of assets and liabilities for the period ending 30<sup>th</sup> June each year, to the Annual Meeting.
- vii. Ensure the person appointed by Council has duly audited the Annual Meeting statements prior to the meeting taking place.
- viii. Ensure that no later than the 31<sup>st</sup> of August each year a certified copy of each of those statements prepared for the Annual Meeting are forwarded to Council.
- ix. Receive and manage bequests and trust funds made to the Campbelltown School Ground Committee.

## Powers and Duties of Committee.

1. The Committee shall: -
  - Ensure they have an understanding of the Instrument of Delegation and they may seek assistance from Council to do this.
  - Ensure any new members have an understanding of the Instrument of Delegation.
  - Ensure all procedures are followed.
  - Set and approve of conditions, fees and charges for use of the stated property.
  - Carry out all minor items of maintenance as defined in the attached Schedule at the Committee's expense.
  - Report to Council on any other items of maintenance.
2. The Committee cannot delegate any of its powers or functions.
3. The Committee may enter into any contract for an amount up to five thousand dollars (\$5,000).
4. The Committee may incur expenditure on any one matter up to ten thousand dollars (\$10,000).
5. The Committee may only borrow money, obtain a bank overdraft or exceed the limits specified in the preceding clauses (3) & (4) upon receiving written approval from Council.
6. The Committee shall ensure that all funds raised by the Committee are only expended on management of and minor maintenance of the stated property.
7. Subject to Clauses 1 – 6 hereof, the Committee may exercise all powers and functions of Council necessary for the control and management of the stated property.
8. The Committee may apply to Council for an advance or contribution of monies for the purpose of improvements on the stated property and if the advance/contribution is approved the Committee shall:
  - Carry out all conditions imposed by Council in making the advance/contribution.
  - Repay out of funds received by it the amount of such advance/contribution in the manner prescribed by Council when making the advance/contribution.
9. The Committee shall ensure an annual inspection is completed and inspection report returned to Council Risk and Property Manager by the 31<sup>st</sup> of December each year.



### Finance

1. The Committee shall open a (or maintain the existing) bank account and advise Council of the name of the bank.
2. The Committee shall authorise the manager of its bank to supply the Council with a copy of the Committee's bank account on the written request of the Chief Executive Officer.
3. All expenditure shall be authorised by the Committee and shall be paid by cheque signed by any two (2) of three (3) signatories.
4. The Committee shall ensure that the audit of financial reports presented at the Annual Meeting is made available to Councils' auditor no later than the 1<sup>st</sup> of August, each year.

### Indemnity

Council indemnifies members of the Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Committee, provided they are acting in accordance with this Instrument of Delegation in an honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Committee hereunder.

### Commencement of Delegation

This instrument of delegation commences immediately the common seal of Council is affixed to this Instrument of Delegation, and remains in force until Council resolves to vary or revoke it or the 31<sup>st</sup> July 2013.

### Winding Up

In the event of the Committee being wound up or dissolved for any reason:- all monies, after the satisfaction of all debts and liabilities, or property held or held in trust and any other assets will be paid or transferred to Council. No monies or property shall be distributed to or amongst members of the Committee.

### Delegation

The Council by resolution and this Instrument delegates to the Committee its power, duties and functions necessary to meet its purpose and all related matters.

## SCHEDULE 2.

Hepburn Shire Council and Campbelltown School Ground Committee of Management.

1. Maintenance has its ordinary meaning and includes cleaning, repairing, painting, polishing or similar activities.
2. Minor Maintenance refers to any activity which has a total cost of \$1,000 or where the Committee has reached the amount of \$3,000 for the financial year in expenditure on maintenance.
3. All legal instruments, being contracts, leases, agreements, licences above the sum of two hundred (\$200) must be executed and attested to in the following manner: -

*"This contract/agreement/licence/lease\*\* is executed by The Campbelltown School Ground Committee of Management for and on behalf of the Hepburn Shire Council in accordance with the terms of its Appointment and Instrument of Delegation"*

*Signed* \_\_\_\_\_  
*Committee member #1*

*Signed* \_\_\_\_\_  
*Committee member #2*

4. The Committee will set the fees, charges and conditions to hire the stated property.
5. The Committee will pay the following outgoings as appropriate:-
  - Electricity
  - Water rates, taxes
6. The Committee will be responsible for the minor maintenance of the above property.
7. Council :
  - will be responsible for all major maintenance of the property.
  - provide and be responsible for payment of a person to perform the annual audit of the committee's financial records.

- will assist with the garden maintenance of this property and the removal of debris.

**END SCHEDULES**

## **10.2 MONTHLY FINANCE REPORT**

(Action Officer –Manager Finance)

File Ref: 30/08/17

### **Introduction**

A summary report on the Council's financial performance for the financial year to the 31 October 2009 is provided for information.

### **Report**

This report provides information on Council's operating performance for the 4 months to 31 October 2009 against the budget adopted by Council in June 2009. The report considers year to date budgets against year to date actual for each operating program and for all capital works.

The budget was adopted based on projected completion of projects and capital works at 30 June 2009 and information available at that time. Council will have an opportunity in its half yearly review to review its budget based on current information about projects, variations that occur and new information.

### **Statutory Requirements**

Under Section 138 of the Local Government Act 1989, at least quarterly a report comparing expenses and revenue to budget must be presented to the Council.

### **Operating Summary:**

The year to date operating result against budget currently indicates a favourable variance of \$818 thousand. While there are a number of variances contributing to this favourable result the following items are worth noting:

- Unbudgeted grants totaling \$299 thousand for: Bush Fire Recovery; L2P Driving; Preschool Joint Planning Project; Youth Services; Daylesford SES; and Blackspot Funding – Hepburn Back Road. These grants should be expended during the financial year.
- Higher than expected development activity at this time of year has resulted in increased Planning Fees (\$25 thousand), Building Fees (\$17 thousand) and Supplementary Rates (\$26 thousand).
- Unfilled staff vacancies resulting in savings to date of \$191 thousand. These will be partially offset by some contractor expenses to backfill vacancies and to complete projects.
- Timing of receipt of invoices from third party contractors (\$ 93 thousand).

The favourable variance therefore is made up mainly from unbudgeted grants and timing differences which will not impact the overall result for the year. There may be some savings from the timing of filling staff vacancies, and some additional revenue

earned that will result in a more favourable operating result for the full financial year. This will be assessed as part of the mid-year review.

**Capital Works and Major Projects:**

Expenditure on the capital works program has totaled \$1.1M to date out of the annual budget of \$9.6M. The majority of the expenditure to date has been on the projects funded by the Federal Government Stimulus Package, being upgrades to toilet amenities in Clunes, Daylesford and Trentham and also the completion of the new Depot at Daylesford. It should be noted that expenditure on the Depot has gone over budget due to scoping issues, funding for these additional works will be addressed through the mid year review.

Planning and detailed design is well underway for the Doug Lindsay Recreation Reserve project with the majority of works to be completed in 2010. Works on infrastructure such as Roads, Bridges etc totaling \$3.1M will be undertaken between February and April 2010.

**Balance Sheet**

**Current Assets:**

Cash and investments at 31 October total \$5.7 million and include \$0.9 million for the Long Service Leave Provision.

Net current receivables are \$9.7 million including \$8.8 million in rates. Trade debtors at 31 October are \$558 thousand. Debtors are being monitored and regular follow up action taken to minimise any write offs.

Council is generally owed money for the GST input tax credit and BAS's are lodged monthly. All legislative requirements are being met.

The reduction in other assets represents the reversal of prepayments recorded at 30 June 2009 that apply to the 2009/10 financial year.

**Current Liabilities:**

The major items here are the creditors control, current loan liability, provision for landfill rehabilitation and employee provisions. Deposits and Securities are reviewed quarterly and refunds or transfers made where applicable.

**Non-Current Assets:**

These include all infrastructure assets and for the purpose of this report the net cost of current capital and major works has been treated as works in progress and included in this figure in the balance sheet.

It should be noted depreciation is not taken into account until year end.

**Non-Current Liabilities:**

Major items here include loan liability, provision for landfill rehabilitation and provision for long service leave.

**Level of Council Debtors**

Attached for Councillors information are two graphs which show the level of Rate Debtors for 2009/10 in comparison to the previous year and the level of Sundry Debtors to the average level of sundry debtors for the previous year. Both are considered to be at acceptable levels at the end of October 2009.

**Conclusion:**

A half yearly budget review will be conducted in Nov/Dec 2009 to assess and reallocate any savings achieved or additional revenue earned to date and to review the status of all capital and other projects, including an assessment of any carry forward projects from 2008-09 and any projects unlikely to proceed in 2009-10.

**Relevant Policies**

Council Plan – Good Governance

**Community Engagement**

Not Applicable

**Financial Implications**

The reports attached provide the opportunity for constant review of Council's financial position to ensure compliance with budgets. The reports presented show the annual budget, year to date budget, year to date actuals and year to date variance. The reports note any variances against the year to date actual amount.

**Motion :**

*10.2.1 That Council receive the Monthly Financial Report for the four months from 1 July 2009 to 31 October 2009.*

**Moved: Cr Rod May**

**Seconded: Cr Tim Hayes**

**Carried.**

**Attachment 1: Variance Report**

**Overall**

<b>Variance - Surplus/(Deficit) 000's</b>				<b>\$818</b>
<b>DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009</b>				
	<b>Annual Budget 000's</b>	<b>YTD Budgets 000's</b>	<b>YTD Actuals 000's</b>	<b>YTD Variance 000's</b>
<b>OVERALL</b>				
<b>INCOME</b>				
Corporate Services	12,853	11,234	11,269	35
Community Services	2,105	579	835	256
Regional Development & Promotion	555	187	219	32
Public Safety	301	41	81	40
Recreation	499	191	185	(6)
Infrastructure	2,575	554	682	128
Waste Management	1,700	1,622	1,617	(5)
<b>Total Income</b>	<b>20,588</b>	<b>14,408</b>	<b>14,888</b>	<b>480</b>
<b>EXPENDITURE</b>				
Corporate Services	4,679	1,606	1,477	129
Community Services	3,184	872	898	(26)
Regional Development & Promotion	2,450	820	737	83
Public Safety	719	219	198	21
Recreation	1,422	391	372	19
Infrastructure	2,319	818	821	(3)
Waste Management	1,572	425	310	115
<b>Total Expenditure</b>	<b>16,345</b>	<b>5,151</b>	<b>4,813</b>	<b>338</b>
<b>NET</b>	<b>4,243</b>	<b>9,257</b>	<b>10,075</b>	<b>818</b>

## Variance Report

### Corporate Services

Variance - Surplus/(Deficit) 000's					\$164
DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009					
	Annual Budget 000's	YTD Budgets 000's	YTD Actuals 000's	YTD Variance 000's	Note
<b>CORPORATE SERVICES</b>					
INCOME					
Revenue Services (Rates & M/C)	10,741	10,695	10,729	34	1
Grants Commission	1,743	436	438	2	
Other Income	369	103	102	(1)	
<b>Total Income</b>	<b>12,853</b>	<b>11,234</b>	<b>11,269</b>	<b>35</b>	
EXPENDITURE					
Council & Executive Services	758	236	205	31	2
Financial Services	900	317	293	24	
Technical Services	867	235	216	19	2
Governance & IT	1,094	473	432	41	2
Organisational Development	317	96	73	23	2
Other Administration	743	249	258	(9)	
<b>Total Expenditure</b>	<b>4,679</b>	<b>1,606</b>	<b>1,477</b>	<b>129</b>	
<b>NET</b>	<b>8,174</b>	<b>9,628</b>	<b>9,792</b>	<b>164</b>	
<b>NOTES</b>					
1. Additional rates raised through supplementary valuations.					
2. Staff vacancies.					



**Variance Report**

**Community Services**

<b>Variance - Surplus/(Deficit) 000's</b>					<b>\$230</b>
<b>DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009</b>					
	<b>Annual Budget 000's</b>	<b>YTD Budgets 000's</b>	<b>YTD Actuals 000's</b>	<b>YTD Variance 000's</b>	<b>Note</b>
<b>COMMUNITY SERVICES</b>					
<b>INCOME</b>					
Community Development	431	68	211	143	3
Family & Children's Services	103	34	89	55	4
Aged & Disability Services	1,138	370	394	24	5
Housing	85	16	21	5	
Contract Services	348	91	120	29	6
<b>Total Income</b>	<b>2,105</b>	<b>579</b>	<b>835</b>	<b>256</b>	
<b>EXPENDITURE</b>					
Community Development	1,180	263	267	(4)	
Family & Children's Services	269	65	103	(38)	7
Aged & Disability Services	1,371	429	387	42	8
Housing	43	17	17	(6)	
Contract Services	321	98	118	(20)	6
<b>Total Expenditure</b>	<b>3,184</b>	<b>872</b>	<b>898</b>	<b>(26)</b>	
<b>NET</b>	<b>(1,079)</b>	<b>(293)</b>	<b>(63)</b>	<b>230</b>	
<b>NOTES</b>					
<p>3. Unbudgeted funding received for Bush Fire recovery \$72k, L2P Driving grant \$40k and \$10k Youth grant.</p> <p>4. \$50k unbudgeted grant received for Pre-School. Joint Planning Project with Pyrenees Shire to investigate introduction of 15hrs p.w of pre-school in all pre-schools.</p> <p>5. Additional Grants Received for Veterans Care \$13k and Volunteer Support \$5k</p> <p>6. Additional contract services requested offset by additional expenditure</p> <p>7. Mainly due to timing of payment to Hepburn Health Service Maternal &amp; Child Health Bushfire funding received late last financial year.</p> <p>8. Respite Care and Housekeeping expenditure below budget. Timing of receipt of contractor invoice for Meals on Wheels.</p>					

## Variance Report

### Regional Development

Variance - Surplus/(Deficit) 000's					\$115
DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009					
	Annual Budget 000's	YTD Budgets 000's	YTD Actuals 000's	YTD Variance 000's	Note
<b>REGIONAL DEVELOPMENT</b>					
<b>INCOME</b>					
Planning & Heritage Services	160	37	70	21	9
Building Services	110	27	56	19	9
Tourism & Economic Development	254	96	88	(8)	
Other Cultural Activities	25	3	3	0	
Public Halls	6	2	2	0	
<b>Total Income</b>	<b>555</b>	<b>187</b>	<b>219</b>	<b>32</b>	
<b>EXPENDITURE</b>					
Planning & Heritage Services	989	279	232	47	10
Building Services	164	54	42	13	
Tourism & Economic Development	497	142	113	30	10
Community Amenities	164	44	43	1	
Library Services	405	210	209	1	
Other Cultural Activities	159	68	78	(10)	
Public Halls	72	23	20	4	
<b>Total Expenditure</b>	<b>2,450</b>	<b>820</b>	<b>737</b>	<b>83</b>	
<b>NET</b>	<b>(1,895)</b>	<b>(633)</b>	<b>(518)</b>	<b>115</b>	
<b>NOTES</b>					
9. Permit fees higher than anticipated at this time of year.					
10. Staff vacancies.					

## Variance Report

### Public Safety

Variance - Surplus/(Deficit) 000's					\$61
DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009					
	Annual Budget 000's	YTD Budgets 000's	YTD Actuals 000's	YTD Variance 000's	Note
<b>PUBLIC SAFETY</b>					
<b>INCOME</b>					
Fire Prevention	33	0	-1	-1	
Animal control	91	6	7	1	
Compliance	34	11	16	5	
Health	135	24	40	16	
School Crossing	8	0	0	0	
Emergency Management	0	0	19	19	11
<b>Total Income</b>	<b>301</b>	<b>41</b>	<b>81</b>	<b>40</b>	
<b>EXPENDITURE</b>					
Fire Prevention	52	11	1	9	
Animal control	24	13	16	(3)	
Compliance	249	77	68	10	
Health	245	76	75	1	
Environmental Initiatives	111	31	28	3	
School Crossing	26	9	9	(1)	
Emergency Management	12	2	1	1	
<b>Total Expenditure</b>	<b>719</b>	<b>219</b>	<b>198</b>	<b>21</b>	
<b>NET</b>	<b>(418)</b>	<b>(178)</b>	<b>(117)</b>	<b>61</b>	
<b>NOTES</b>					
11. Additional grant funding received for Daylesford SES to be passed on to them in November.					

**Variance Report**

**Recreation**

<b>Variance - Surplus/(Deficit) 000's</b>					<b>\$13</b>
<b>DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009</b>					
	<b>Annual Budget 000's</b>	<b>YTD Budgets 000's</b>	<b>YTD Actuals 000's</b>	<b>YTD Variance 000's</b>	<b>Note</b>
<b>RECREATION</b>					
<b>INCOME</b>					
Parks & Gardens	5	2	0	(2)	
Reserves	9	3	2	(1)	
Mineral Springs Reserves	480	186	183	(3)	
Indoor Recreation	5	0	0	0	
<b>Total Income</b>	<b>499</b>	<b>191</b>	<b>185</b>	<b>(6)</b>	
<b>EXPENDITURE</b>					
Parks & Gardens	176	51	52	0	
Reserves	728	241	230	11	
Mineral Springs Reserves	238	79	60	18	
Swimming Areas	240	15	8	7	
Cemeteries	1	0	0	0	
Recreation Projects	39	5	22	(17)	12
<b>Total Expenditure</b>	<b>1,422</b>	<b>391</b>	<b>372</b>	<b>19</b>	
<b>NET</b>	<b>(923)</b>	<b>(200)</b>	<b>(187)</b>	<b>13</b>	
<b>NOTES</b>					
12. Completion of works in progress from previous financial year Management Plans Jubilee Lake \$15k and Skate Park modifications \$2k					

## Variance Report

### Infrastructure

<b>Variance - Surplus/(Deficit) 000's</b>					<b>\$125</b>
<b>DEPARTMENTAL REPORT FOR THE PERIOD ENDING 30 SEPTEMBER 2009</b>					
	<b>Annual Budget 000's</b>	<b>YTD Budgets 000's</b>	<b>YTD Actuals 000's</b>	<b>YTD Variance 000's</b>	<b>Note</b>
<b>INFRASTRUCTURE INCOME</b>					
Road Maintenance	1,583	223	330	107	13
Other Transport	992	331	352	21	14
<b>Total Income</b>	<b>2,575</b>	<b>554</b>	<b>682</b>	<b>128</b>	
<b>EXPENDITURE</b>					
Road Maintenance	1869	670	663	7	
Depots	45	15	14	1	
Other Transport	405	133	144	(11)	
<b>Total Expenditure</b>	<b>2,319</b>	<b>818</b>	<b>821</b>	<b>(3)</b>	
<b>NET</b>	<b>256</b>	<b>(264)</b>	<b>(139)</b>	<b>125</b>	
<b>NOTES</b>					
13. Black Spot funding grant for Back Hepburn Road \$108k.					
14. Plant recovery running ahead of schedule.					

## Variance Report

### Waste Management

<b>Variance - Surplus/(Deficit) 000's</b>					<b>\$110</b>
<b>DEPARTMENTAL REPORT FOR THE PERIOD ENDING 31 October 2009</b>					
	<b>Annual Budget 000's</b>	<b>YTD Budgets 000's</b>	<b>YTD Actuals 000's</b>	<b>YTD Variance 000's</b>	<b>Note</b>
<b>WASTE MANAGEMENT INCOME</b>					
Waste Revenue	1,694	1,606	1,607	(9)	
Land Management	6	6	10	4	
<b>Total Income</b>	<b>1,700</b>	<b>1,622</b>	<b>1,617</b>	<b>(5)</b>	
<b>EXPENDITURE</b>					
Street Cleaning	127	40	32	8	
Waste Management	1,437	378	270	108	15
Land Management	8	7	8	(1)	
<b>Total Expenditure</b>	<b>1,572</b>	<b>425</b>	<b>310</b>	<b>115</b>	
<b>NET</b>	<b>128</b>	<b>1,197</b>	<b>1,307</b>	<b>110</b>	
<b>NOTES</b>					
15. Timing of receipt of contractor invoices.					

**Variance Report**

**Capital Works & Major Projects**

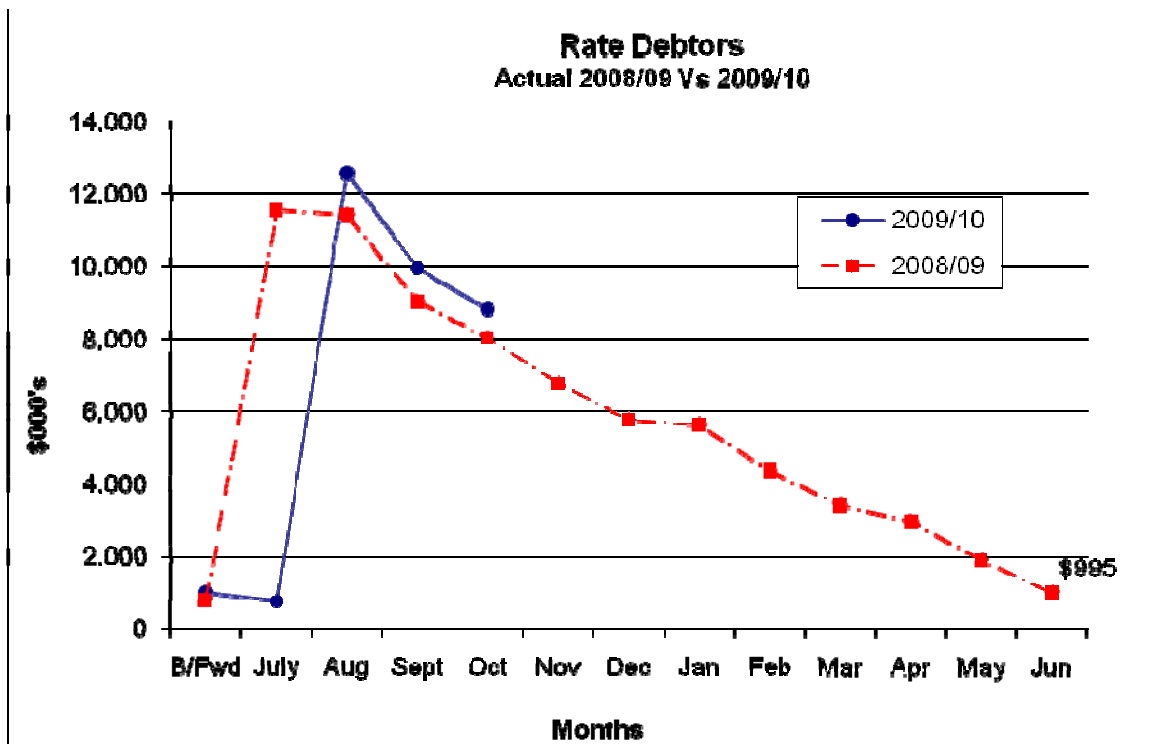
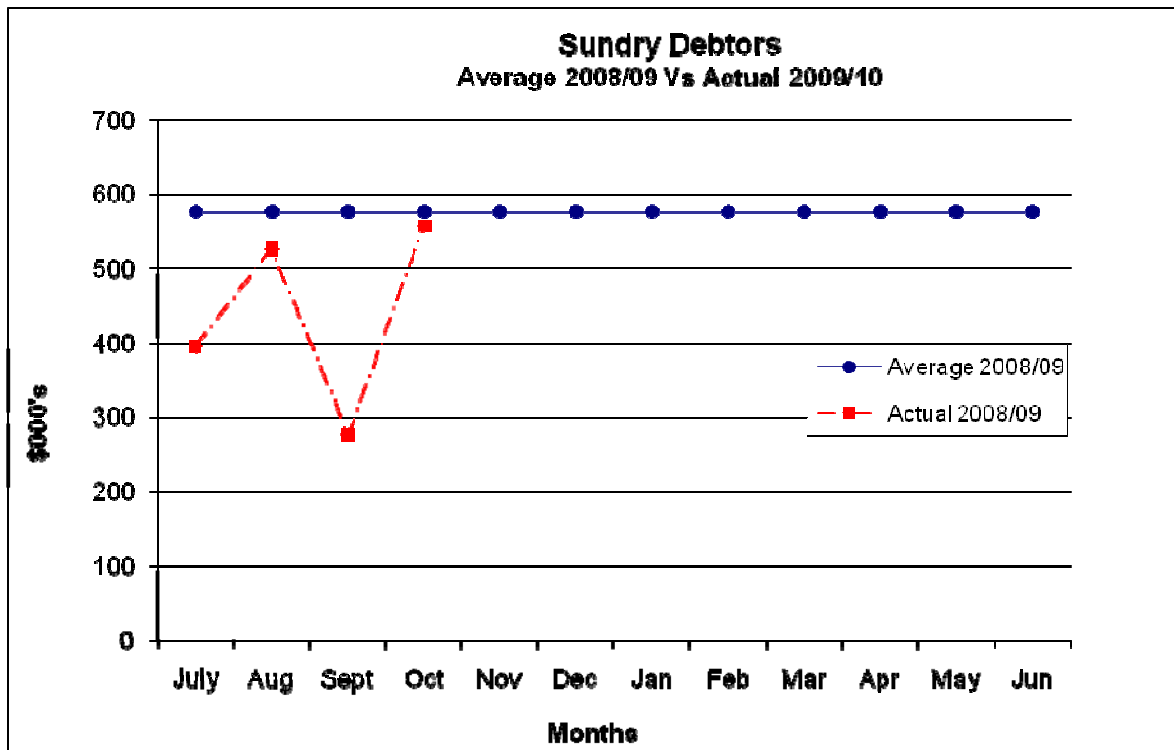
Program	Major Activities	Annual Budget 000's	YTD Budgets 000's	YTD Actuals 000's	YTD Variance 000's	Note
<b>9 Capital Income</b>						
Land & Buildings	Doug Lindsay Project, Magic Pudding Playground, Collins Place Rotunda	2,868	0	0	0	
Environmental Initiatives	Carbon Negative Initiatives, Calambeen Caravan Park	55	0	0	0	
Furniture & Equipment	Computer Equipment	0	0	4	(4)	
Plant & Machinery	Passenger & Commercial Fleet, Works Plant & Equip	383	85	83	2	
Other Structures	Vic Park Project	38	0	0	0	
<b>Total Capital Income</b>		<b>3,344</b>	<b>85</b>	<b>87</b>	<b>(2)</b>	
<b>9 Capital Expenditure</b>						
Land & Buildings	Doug Lindsay Project, Magic Pudding Playground, Clunes Football Netball Club, Collins Place Rotunda	4,329	485	804	(319)	16
Environmental Initiatives	Carbon Negative Initiatives, Calambeen Caravan Park	242	20	18	2	
Infrastructure	Reseals, Resheets, Gooches Bridge Infrastructure Gap Project	3,136	60	61	(1)	
Furniture & Equipment	Computer Equipment	244	45	47	(2)	
Plant & Machinery	Passenger & Commercial Fleet, Works Plant & Equipment	1,293	135	134	1	
Waste Management	Sealing of access way, new bins	185	5	6	(1)	
Other Structures	Playground Replacement, Victoria Park Project	162	40	40	0	
<b>Total Capital Expenditure</b>		<b>9,591</b>	<b>790</b>	<b>1,110</b>	<b>(320)</b>	
	<b>NET</b>	<b>(6,247)</b>	<b>(705)</b>	<b>(1,023)</b>	<b>(318)</b>	
<b>NOTES</b>						
16.	Depot project over budget due to scoping issues.					

**Balance Sheet**

<b>Balance Sheet</b>		
<b>As at 31 October 2009</b>		
	<b>\$000's</b>	<b>\$000's</b>
	<b>30-Jun-09</b>	<b>31-Oct-09</b>
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	5,661	5,702
Trade and other receivables	1,739	9,759
Inventories	25	40
Other assets	94	0
<b>Total current assets</b>	<b>7,519</b>	<b>15,501</b>
<b>Non-current assets</b>		
Trade and other receivables	2	1
Financial assets	899	899
Investments in associates accounted for using the equity method	447	447
Property, plant and equipment, infrastructure	160,605	161,579
<b>Total non-current assets</b>	<b>161,953</b>	<b>162,926</b>
<b>Total assets</b>	<b>169,472</b>	<b>178,427</b>
<b>Liabilities</b>		
<b>Current liabilities</b>		
Trade and other payables	899	111
Trust funds and deposits	795	939
Provisions	1,660	1,537
Interest-bearing loans and borrowings	419	296
<b>Total current liabilities</b>	<b>3,773</b>	<b>2,883</b>
<b>Non-current liabilities</b>		
Provisions	736	736
Interest-bearing loans and borrowings	3,193	3,193
<b>Total non-current liabilities</b>	<b>3,929</b>	<b>3,929</b>
<b>Total liabilities</b>	<b>7,702</b>	<b>6,812</b>
<b>Net Assets</b>	<b>161,770</b>	<b>171,615</b>
<b>Equity</b>		
Accumulated surplus	96,311	95,956
Operating result for period	0	10,127
Reserves	65,459	65,532
<b>Total Equity</b>	<b>161,770</b>	<b>171,615</b>



**Attachment 2: Debtors Graphs**



### **10.3 APPOINTMENT TO CLUNES MUNICIPAL PURPOSES RESERVE COMMITTEE**

(Action Officer – General Manager Corporate Services)

File Ref:

#### **Introduction**

This report will request Council to agree to the appointment of one additional member to the Clunes Municipal Purposes Reserve Committee (Town Hall ) Special Committee of Council.

#### **Report**

Council advertised on 26 August 2009 a call for nominations to the Clunes Municipal Purposes Reserve Committee (Town Hall ) Special Committee of Council. Council at its September 2009 meeting resolved to appoint 7 members to the Committee to serve a period to 31 July 2013. The new instrument of delegation adopted by Council provided for the appointment of at least eight (8) members

A letter has now been received from the Committee of Management seeking Council's endorsement of the re-appointment of Mr. Les Eastcott to this committee. Mr. Eastcott was appointed to the previous Committee in 2008 and had assumed his appointment would continue onto the new Committee just appointed.

#### **Relevant Policies**

Local Government Act 1989

Council Plan 2009-2013: Item 17 Embracing community knowledge and expertise to help guide decision making and implementation.

#### **Community Engagement**

The call for nominations to the above Special Committees has been undertaken via a public advertisement in "The Advocate".

#### **Financial Implications**

There are no financial implications.

#### **Motion :**

*10.3.1 That Council accept the nomination and resolve to appoint Mr. Les Eastcott to the Clunes Municipal Purposes Reserve Committee (Town Hall) Special Committee of Council for the period ending 31 July 2013.*

**Moved: Cr Tim Hayes**

**Seconded: Cr Don Henderson**

**Carried.**

## **11 COMMUNITY DEVELOPMENT:**

### **11.1 COMMUNITY GRANTS ROUND 1 (2009/10)**

(A/O – A/ General Manager, Community Development)

File Ref: 13/14/03

#### **Introduction**

The purpose of this report is for Council to consider the recommendations of the Community Grant application assessment for Round 1 2009/10.

#### **Background**

Twice each year Council has the opportunity through its Community Grants Program to directly support the work of community groups and organisations as well as provide the chance for new innovations.

Round 1 Community Grants were advertised on 17 August and closed 18 September, 2009. A Community Events stream was incorporated into the Community Grants Program. Sustainability Community Grants were advertised and promoted concurrently.

The availability of Community and Sustainability Grants was advertised in the Advocate, on the Council webpage and in the Clunes, Creswick and Trentham community newsletters. The Community Grants Program was also promoted through e-mail distribution lists. Grant writing workshops were held in Creswick (25 August), Daylesford (27 August), Clunes (1 September) and Trentham (2 September). The workshops were well attended with a total of 25 participants compared with 21 people in Round 2, 2008/09.

The funding pool available for Round 2 is \$22,500 made up of \$2,500 Youth, \$2,500 Culture and Arts, \$2,500 Community Events \$12,000 Community Strengthening and \$3,000 Small Equipment.

Round One 2009-10 received 26 applications, with one (Creswick Carers Group) withdrawn by the applicant due to a change in personal circumstances.

All Community Grant applications were assessed against the following criteria:

1. Description of project 10%
2. What will this project address? 25%
3. What will the project achieve? 25%
4. How will the project be implemented and who will be doing it? 20%
5. How will risk and safety issues associated with the project be assessed? 10%
6. Financial details – income and expenditure budget 10%

Representatives from the Arts and Culture, Recreation and Youth Advisory Committees and the Manager Community Strengthening, Hepburn CAFS along with the Arts & Culture and Youth Development Co-ordinators, Recreation Officer and Community Strengthening Manager assessed all grants.

There was a good geographic spread of applications with eight (8) applications from Trentham, seven (7) from Creswick, five (5) from Daylesford, two (2) from Clunes and one application each from Coomoora, Franklinton and Hepburn Springs.

The recommended Community Grant allocation is \$22,772. A summary of projects and recommendations is attached. (Attachment 5).

### **Relevant Policies**

Council Plan 2009 -13

We will create healthier, safer, more vibrant communities.

### **Community Engagement**

Round 1 Community Grants were advertised from the 17 August 2009. The Community Grants Program was also promoted through e-mail distribution lists.

Grant writing workshops were held in Creswick (25 August), Daylesford (27 August), Clunes (1 September) and Trentham (2 September). The workshops were well-attended with a total of 25 participants.

### **Financial Implications**

The total pool available for Round 1 Community Grants is \$22,500, based on the 2009/10 Council Budget.

#### **Motion :**

*11.1.1 That Council award the Community Grants as recommended subject to clarification being sought from the Franklinton Fire Brigade and She-Way Speedway that their projects will be undertaken in accordance with their grant application.*

**Moved: Cr Sebastian Klein**

**Seconded: Cr Tim Hayes**

**Carried.**

# **Attachment 6**

## **Item 11.1**

**Community Arts Grants**

Organisation	Grant Amount	Project name	Score	Rank	Comments
Creswick Museum	\$2,000.00	A Celebration of the lives of Daryl and Joan Lindsay	77	1	
Trentham Neighbourhood Centre	\$550.00	Childhood Then and Now - contribution	72	2	Full application for \$2,000, balance recommended from Youth Grants
<b>Sub-total Arts &amp; Culture</b>		<b>\$2,550.00</b>			

**Community Events Grants**

Organisation	Grant Amount	Project name	Score	Rank	Comments
Trentham Residents and Traders Association (TRATA)	\$2,000.00	Trentham Spudfest 2010	75	1	
Clunes Tourist & Development Association Inc.	\$500.00	Banquet at Bailey	58	2	
<b>Sub-total Community Events</b>		<b>\$2,500.00</b>			

**Community Events Projects not recommended**

Trentham Farmers Market	\$2,859.00	Purchase PA	40	Application did not address criteria or demonstrate community need and lacked evidence of community support.	
Creswick & District Development Association	\$2,000.00	Creswick Forestry Fiesta		Project ineligible as event held on 25 October	

<b>Community Strengthening Grants</b>					
Organisation	Grant Amount	Project name	Score	Rank	Comments
Creswick Learning Centre & Neighbourhood House Inc	\$1,640.00	Creswick Community Garden	85	2	
Franklinford Fire Brigade	\$2,000.00	Franklinford Rural Fire Brigade - Shed working bee	81	3	
Anglican Parish of Daylesford	\$1,551.00	New Carpet & Underlay for Borsa Hall	87	1	
TRATA	\$900.00	Trentham Bootscoot (Annual Line Dancing Festival)	70	6	
Spiritual Unity of the Tribes Australia Incorporated Association	\$2,000.00	Spiritual Unity of the Tribes Gathering	67	7	
Clunes Words in Winter Festival	\$2,000.00	Fields of Gold- A book of stories, poetry and memories.	77	5	
Speedway-She-Way	\$1,600.00	She-Way	78	4	
Trentham Farmers Market	\$375.00	Purchase Victorian Farmers Market 'kit'	55	8	Application was incomplete, clarification sought. Partial funding recommended for purchase of promotions kit.
<b>Sub-total Community Strengthening</b>		<b>\$12,066.00</b>			
<b>Community Strengthening Projects not recommended</b>					
Semmens Court Residents Association Inc.	\$716.00	Community Garden Raised Beds	54	9	Application incomplete. More detail and information required. Recommend link with Creswick Community Garden.

**Small Equipment Grants**

Organisation	Grant Amount	Project name	Score	Rank	Comments
The ARC Daylesford Recreation Centre	\$500.00	Junior Indoor Soccer Equipment	78	4	
Creswick Museum	\$500.00	Notebook and Software for the Museum	68	7	
Trentham District Landcare Group and Trentham Neighbourhood Centre	\$495.00	Weed Free Trentham	80	2	
Daylesford Christian Fellowship	\$500.00	Daylesford Parents Support Group Equipment Storage	69	6	
Creswick Theatre Company Inc.	\$472.00	Creswick Theatre Action Plan	73	5	
Hepburn Health Service	\$440.00	Gone Nordic Pole Walkabout	83	1	
Trentham Kindergarten	\$299.00	Trentham Kindergarten	79	3	
<b>Sub-total Small Equipment</b>	<b>\$3,206.00</b>				

**Small Equipment Grants Not Recommended**

Creswick Learning Centre & Neighbourhood House	\$270.00	Creswick Community Garden	49		Application did not address project aims . Community Gardent Project is recommended for support under Community Strengthening in this round.
Daylesford & District Municipal Band	\$500.00	Trailer Project	42		Application incomplete and did not address criteria, no budget information submitted. Encourage to further develop and apply in next round.

**Youth Grants**

Organisation	Grant Amount	Project name	Score	Rank	Comments
Daylesford Secondary College	\$1,000.00	Breakfast on Smith St 2010 Breakfast Program	81	1	
Trentham Neighbourhood Centre	\$1,450.00	Childhood Then and Now	72	2	
<b>Sub-total Youth</b>	<b>\$2,450.00</b>				

**TOTAL RECOMMENDED \$22,772.00**



## **12 SUSTAINABLE DEVELOPMENT:**

### **12.1 COMMUNITY SUSTAINABILITY GRANTS**

(Action Officer – Environmental Sustainability Officer)

File Ref: 30/14/03

#### **Introduction**

The Sustainable Community Grant provides the opportunity for Hepburn Shire based volunteer community groups to take action toward a more sustainable community. This grant is about making changes to our lifestyle and encouraging others to reduce the impact on the natural environment around us.

The program provides an incentive for groups to turn an idea into a community asset. Funding for projects against the outlined criteria is up to a maximum of \$4000 per project with a budget allocation in 2009/10 of \$13000.

#### **Report**

This year the annual Community Sustainability Grant was run in conjunction with the biannual Community Grant. Information sessions were conducted in Clunes, Trentham, Daylesford and Creswick. Only four Grant applications were received by Council. The Grant application asked for information against the following grant areas, in turn forming the assessment criteria:

1. Project description
2. Description of the issue addressed by the project
3. Description of community involvement
4. Description of how the Shire of Hepburn community will benefit
4. How the project meets the Grant objectives
5. How will success of the project be measured
6. How will you tell the community about the completed project
7. Costing.

Successful applications for the Sustainability Community Grant 2009 were assessed against four key areas in the Sustainability Grant Guidelines and needed to be completed within a six month time frame.

- Energy efficiency
- Water efficiency
- Waste reduction
- Behavioural change

Applicants were asked to complete an application form by the 18 September 2009. An acknowledgement letter was sent on receipt of the applications listed below:

Group	Project	Project Cost \$	Council Grant Request \$
Trentham Kindergarten	Installation of a water tank for use on an educational vegetable garden	2,833	1,898
Hepburn Kindergarten	Purchase and install a rainwater tank as part of their 'water only' drinking policy and link to 'Go 4 your Life' Victorian healthy eating program	2,437	2,332
Daylesford Neighbourhood Centre	Supply of window awnings to improve building energy efficiency and promote to user groups.	3,900	3,700
Sustainable Hepburn Assoc: Renewing the Earth (SHARE)	Trial of environmentally friendly catering supplies distributed to community groups to reduce disposable waste. Accompanied with research and a survey of community interest in a <i>Wash Against Waste</i> trailer establishment	5,695	2,200
<b>Total</b>		<b>14,865</b>	<b>10,130</b>

### Relevant Policies

Council Plan 2009-2013:

64. Providing grants to community organisations pursuing environmental sustainability
65. Enacting policies which encourage environmentally sustainable development, particularly measures relating to energy initiatives and transport
74. Reducing the waste taken to landfill by encouraging waste minimisation

Relevant policies:

- Sustainable Water Use Plan
- Greenhouse Local Action Plan
- Waste Wise

### Community Engagement

An assessment panel comprising Eco Leader representatives was established to rank the applications on a scoring sheet.

The Sustainability Community Grant was promoted in the media Shire wide with queries responded to internally on an individual basis and application forms available electronically on the Council website.

A letter of project registration was sent to all groups upon receipt of their application.

### **Financial Implications**

Council's 2009/10 budget has allocated a total of \$13,000 to Account Number 1980 039 for the Community Grants Scheme.

#### **Motion :**

*That Council:*

*12.1.1 Provide a Grant of \$1,898 to Trentham Kindergarten for installation of a water tank for use on an educational vegetable garden.*

*12.1.2 Provide a Grant of \$2,332 to Hepburn Kindergarten for purchase and installation of a rainwater tank as part of their 'water only' drinking policy and link to 'Go 4 your Life' Victorian healthy eating program.*

*12.1.3 Provide a Grant of \$3,700 to the Daylesford Neighbourhood Centre for Supply of window awnings to improve building energy efficiency and promote to user groups.*

*12.1.3 Provide a Grant of \$2,200 to SHARE for distribution of environmentally friendly catering supplies to reduce disposable waste, surveys and research.*

**Moved: Cr Rod May**

**Seconded: Cr Jon Barrell**

**Carried.**

## **12.2 GENERAL LOCAL LAW NO. 2 – COMMUNITY AMENITY AND MUNICIPAL PLACES**

(Action Officer – General Manager Sustainable Development) File Ref: 44/06/06

### **Introduction**

At the August 2009 Ordinary Meeting, Council declared its intention to make a Local Law and commence the public advertisement of the draft document.

The required public advertisement period has now elapsed, with no public comments received. To progress the adoption of the Local Law, Council will now need to consider and endorse the document.

### **Report**

Local Law No. 2 (previously identified as Local Law No. 6) deals with the control and provision for reserves and council land, safety, the environment, animals, amenity, enforcement, waste and roads. The former Local Law was valid for 10 years commencing on 1 December 1999.

The key aspect being addressed with the revision of the Local Law is the provision of a functional document that will effectively address the issues of compliance for the next 10 years. The steps that are to be taken in adopting Local Law No. 2:

- Prepare draft of Local Law No. 2
- Council to declare their intention to make a local law and commence public advertisement
- Advertising Period
- Council to consider all submissions and determine their response
- Draft Local Law No. 2 adjusted for Public Comments as required
- Local Law No. 2 submitted to Council for consideration and approval
- Public Notice and Gazette.

The Local Law has been reviewed by both officers and Maddocks lawyers, as well as checked against the draft Guidelines for Local Laws released by Local Government Victoria.

The 28 day advertising period has now elapsed with no public submissions received. Small changes were made to the document to reflect internal feedback on the document. Areas of change include exceptions to the bird enclosures section, unsightly land, removal of duplications with state legislation and general updating.

### **Relevant Policies**

Council Plan 2009-2013:

52. Reviewing the Shire's Local Laws to improve community safety and amenity.

### **Community Engagement**

Public consultation requesting submissions on proposed Draft Local Law No 2 during 28 day advertising period. No public submissions received.

### **Financial Implications**

Advertising costs and engagement of consultant services.

#### **Motion :**

*That Council:*

*12.2.1 Adopt General Local Law No. 2 – Community Amenity and Municipal Places and sign and seal the Local Law under the common seal of Hepburn Shire Council.*

*12.2.2 Place a Public Notice in the Government Gazette as required to be given by Section 119(3) of the Local Government Act 1989.*

*12.2.3 Send a copy of the adopted local law to the Minister for Local Government to comply with Section 119(4) of the Local Government Act 1989.*

**Moved: Cr Janine Booth**

**Seconded: Cr Sebastian Klein**

**Carried.**

# **Attachment 7**

## **Item 12.2**



**GENERAL LOCAL LAW NO. 2**  
**COMMUNITY AMENITY AND**  
**MUNICIPAL PLACES**

*Adopted* .....

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### CERTIFICATION OF LOCAL LAW

## Part 1 – PRELIMINARY

### Title

- 1.1 This local law is known as the "General Local Law No. 2".

### Objectives

- 1.2 This local law is made for the purposes of:
- (1) controlling and protecting *public places*;
  - (2) controlling matters which may adversely affect the amenity and environment of the *municipal district* and the safety, health and quality of life of *persons* within it.
  - (3) securing the safe and equitable use and enjoyment of *public places* and private land;
  - (4) minimising nuisances;
  - (5) enhancing and preserving urban character;
  - (6) generally preserving the peace, order and good government of the *municipal district*.

### Authorising Provision

- 1.3 This local law is made pursuant to Part 5 Section 111 of the Local Government Act 1989

### Commencement

- 1.4 This local law commences on.....

### Cessation of Local Law

- 1.5 Unless this local law is earlier revoked, its operation will cease on.....

### Application

- 1.6 This local law applies throughout the whole of the *municipal district*.

### Exemptions

- 1.7
- (1) This local law does not apply to any *person* employed or engaged in any authorised activity or duty being undertaken by or on behalf of the *Council* while so actually employed or engaged.
  - (2) A provision of this local law requiring a *permit* to be obtained does not apply to a *person* employed or engaged in an authorised activity or duty being undertaken by or on behalf of:
    - (a) a government body; or

(b) a *public body*

while so employed or engaged if notice of the carrying out of the activity or duty has been given to the *Council* beforehand or, if that is impracticable, as soon as possible after it has been carried out.

(3) The *Council* may, subject to any conditions, *prescribe* a *specified* activity, *area*, *premises* or *person* or a class of any of them to be exempt from a provision of this local law for a specified time.

(4) Anything in this local law relating to an *animal* in general or a dog in particular does not prevent:

(a) a blind or deaf *person* being entitled at all times and all places to be accompanied by a guide dog; or

(b) a *member of the police* in charge of a police dog or horse from carrying out police duties.

#### Definitions

1.8 (1) In this local law, unless the contrary intention appears:

"Act" means the Local Government Act 1989.

"Advertisement" or "Advertising sign" includes any letter, figure, symbol, device, poster, sign, board, notice, banner, structure or message used for or capable of notifying or promoting:

(a) (i) the existence of, or  
(ii) the sale or use of,

any *goods* or *services*;

(b) the holding of an event or function; or

"Allow" includes cause, permit or suffer.

"Animal" includes bird and reptile but does not include a fish, turtle, tortoise or frog.

"Applicant" means the person who applies for a permit under this local law.

"Authorised Officer" means a *person* appointed by the *Council* to be an authorised officer under Section 224 of the Act or treated by Section 224A of that Act to have been so appointed.

"Barbecue" means a structure, device or contraption:

(a) designed or constructed for the primary purpose of cooking food in the open air for human consumption; and

(b) which is being used for the purposes of cooking food or preparatory or subsequent to cooking food.

**Definitions cont**

1.8 (1) "Battery cage" includes a type of wire and metal mesh *poultry* cage divided into compartments whether standing on wheels or not and comprising one or more tiers and whether mobile or not capable of being moved or carried from one position to another.

"Bird" includes *poultry*.

"Bird enclosure" means an immobile enclosed structure used for the purpose of keeping *birds* (including any fowl run or fowl pen which may be attached to such structure) and includes a *battery cage*.

"Building" includes a part of a building.

"Built up area" means an area in which there is urban development or where street lighting is provided on roads.

"Bulk rubbish container" means a bin, container or other structure designed or used for holding a substantial quantity of rubbish and which is unlikely to be lifted without mechanical assistance, other than a container used in connection with the *Council's* regular *domestic* and *trade waste* collections.

"Busk" or "Busking" means providing entertainment in a *public place*, *Council land* or *road* by playing a musical instrument, singing, conjuring, juggling, mime, mimicking, dancing, puppetry, recitation, performance art or other theatrical or visual activities conducted or which appear to be conducted for the purpose of attracting money donations rather than for a set fee.

"Carriageway" has the same meaning as in the Road Safety (Traffic) Regulations 1988.

"Cattle" means any bull, cow, ox, steer, heifer, calf, or buffalo.

"Chief Executive Officer" means the chief executive officer of Council.

"Council" means the Hepburn Shire Council.

"Daylight hours" means the hours between sunrise and sunset.

"Declared Road" has the same meaning as in the Transport Act 1983.

"Delegate" means:

- (a) any member of the *Council's staff* to whom a delegation has been made pursuant to Section 98 of the Act; or
- (b) a committee to which a delegation has been made under Section 86 of the Act

for the purposes of this local law.

"Disease" means any contagious or infectious disease or any condition to which *livestock* is subject, or an exotic disease as declared by the Governor-in-Council for the purposes of the Livestock Diseases Control Act 1994.

"Domestic birds" means small birds such as canaries, finches, budgerigars and the like.

**Definitions cont**

1.8 (1) "Domestic waste" means normal household garbage and waste generated from a residence but does not include sewage, *trade waste*, hard garbage, *building waste* or recyclable material.

"Drover" includes the *person* responsible for the droving of *livestock*, the *owner* of those *livestock* and an employee or contractor of a *person* engaged for the purposes of supervising the droving of those *livestock* or taking them from or to a market.

"Droving of livestock" means the driving of *livestock*, from one location to another for the purpose of changing their grazing area or moving *livestock* from their grazing areas to a location for purposes of sale or from a sale location to a grazing area but does not include movement of *livestock*. It includes the driving of *livestock* in or through a *municipal district* for the purpose of or including supplementing their feeding or taking them from or to a market.

"Effective Control" means control by *person* or *persons* alone or using dogs, devices, fences or other equipment so as to ensure that *livestock* are not trespassing or endangering persons or objects.

"Environmental Health Officer" means the *person* for the time being in charge of the *Council's* environmental health activities.

"Exemption" means an exemption issued by or under the authority of *Council* under this local law.

"Festival" means an organized recreational, cultural, commercial or social gathering or people which is held on a road or Council land.

"Footpath" has the same meaning as "footway" in the Road Safety (Traffic Regulations 1988.

"Goods" includes food.

"Grazing of livestock" means causing livestock to enter and remain on a *road* or *roads* within the municipal district for the purposes of grazing rather than the purposes of *droving* or *movement* of *livestock*. It relates to grazing a particular or designated area and not to indiscriminate droving for the purposes of or including supplemental feeding.

"Incinerator" means a structure, device or contraption (not enclosed in a *building*) which is:

- (a) used or intended, adapted or designed to be used or capable of being used for the purpose of burning anything;
- (b) not licensed or otherwise subject to control under the provisions of any *legislation*; and
- (c) not a *barbecue*.

"Large birds" means any cockatoo, parrot and other similar sized or larger bird but does not include *poultry*, or *domestic birds*.

"Large cattle" means *cattle* over nine months of age.



**Definitions cont**

1.8 (1) "Legislation" includes subordinate legislation as defined in the Interpretation of Legislation Act 1984.

"Leave standing" has the same meaning as in the Road Safety (Traffic) Regulations 1988.

"Livestock" has the same meaning as in Section 3 of the Impounding of Livestock Act 1994.

"Material for recycling" means newspaper, magazines, promotional flyers, office paper, envelopes, unwaxed cardboard, unbroken glass bottles and jars, Code 1(PET), Code 2 (HDP) or Code 3(PVC) plastic bottles, aluminum cans, foil and trays, steel cans and tins, and paperboard containers such as milk and juice cartons, or other material prescribed to be material for recycling for the purposes of this local law.

"Member of the police" or "police member" means a sworn member of the Victoria Police.

"Minor road" means a road which averages less than one hundred vehicle journeys per day.

"Movement of livestock" means individual or regular movement of livestock;

- (a) as part of normal farm management operations of one farming enterprise but not for purposes of grazing;
- (b) from one property within the municipal district to another property within the municipal district or from or to a property in the municipal district to or from a property within an adjacent municipal district;
- (c) at the rate of not less than one kilometre per hour in the direction of movement between the two properties:
  - (i) where the properties concerned are occupied by the one farming enterprise; and
  - (ii) the movement is completed on the day of commencement.

"Municipal district" means the municipal district of Council.

"Notice to Comply" means a notice to comply given under this local law.

"Obstruction" means an object which hinders or blocks access or progress.

"Occupier" includes a *person* having control or management of *premises* whether alone or with other people.

"One farming enterprise" is used only in the context of *movement of livestock* and means a business farming livestock run by one or more *persons* as one business.

"Open fire" means a fire in a place other than in a permanent structure, *barbecue* or *incinerator*.



**Definitions cont**

1.8 (1) "Owner" in relation to *premises* means:

- (a) the *person* rated or liable to be rated in respect of those *premises* under the Act; or
- (b) if the *premises* are not rated or liable to be rated, the *person* who is the owner as defined in Section 3 of the Act.

"Park" when used as a verb has the same meaning as in the Road Safety (Traffic) Regulations 1988.

"Penalty Unit" means the unit to describe the amount of the fine. The penalty units are set and calculated in the Monetary Units Act 2004.

"Permit" when used as a noun means a permit granted under the provisions of this local law.

"Permit holder" means the *person* to whom Clause 2.5 applies.

"Person" includes a body corporate, an association incorporated under the Associations Incorporation Act 1981, a partnership and an unincorporated association.

"Place" when used as a verb includes *allow* to remain.

"Planning Scheme" means:

- (a) the Hepburn Shire Planning Scheme; and
- (b) any town planning scheme operating in a part of the area in which this local law operates and in the part in which the particular activity in question takes place

"Poultry" includes a fowl, duck, goose, turkey, quail and pigeon and any other class of poultry.

"Pound" has the same meaning as in the Impounding of Livestock Act 1994.

"Pound keeper" means the person for the time being appointed by *Council* to manage a pound.

"Premises" means the whole or part of any:

- (a) land;
- (b) *building*; or
- (c) *building* under construction;

other than a *public* place.

**Definitions cont**

1.8 (1) "Prescribed" includes decided or specified:

- (a) by resolution of the *Council*; or
- (b) by a *delegate* if the relevant matter is the subject of delegation.

"Procession" and "street festival" mean an organised group of people gathering on or proceeding along a *road* or *public place* for the purposes of a ceremony or function and includes a fun run and bicycle event.

"Proprietor" when used in relation to a *vehicle* or thing means the *owner, occupier, lessee, licensee, manager* or any other *person* in control or charge of the *vehicle* or thing.

"Public body" has the same meaning as in the Act.

"Public place" means any land owned, leased, vested in, managed or occupied by Council and includes:

- (a) roads and road reserves;
- (b) reserves for recreational purposes; and
- (c) any place prescribed to be a public place

for the purposes of this local law.

"Residentially zoned" means zoned for residential purposes under the *planning scheme*.

"Road" has the same meaning as in the Act.

"Schedule" means a schedule to this local law.

"Sell" includes:

- (a) barter, offer or attempt to sell, receive for sale, have in possession for sale, expose for sale, send, forward or deliver for sale, or *allow* to be sold or offered for sale; and
- (b) sell for re-sale.

"Senior officer" has the same meaning as in the Act.

"Service Authority" includes the *Council*, Police, State Emergency Service or any government or semi-government or non profit agency involved in remedying a problem associated with *livestock* on a road.

**Definitions cont**

1.8 (1) "Service provider" means:

- (a) a *public body*; or
- (b) a corporation;

authorised by *legislation* to provide telecommunications, gas, electricity or water or facilities for any of them or sewage and drainage facilities.

"Shopping trolley" means a receptacle on wheels usually supplied by a retailer of *goods* to enable customers to transport those *goods* either inside or outside its *premises*.

"Stock crossing" means a location on a road used regularly for the purpose of livestock crossing that road and to which the requirements of the Road Safety (Traffic) Regulations 1988 apply.

"Street party" means an organised social gathering which is held in a *public place*.

"Trade waste" means *waste* (other than sewage) generated from a trade or business *premises* and may include *domestic waste*.

"Toy vehicle" means a *vehicle* (other than a bicycle) designed to be propelled by human power and includes a tricycle, scooter, pedal car, skate-board, roller skates, roller blades and similar equipment.

"Township zoned" means zoned as such under the planning scheme.

"Trolley" includes a *shopping trolley*.

"Vehicle" means a conveyance which is designed to be or is propelled or drawn by any means, but does not include a train, tram, wheelbarrow, *shopping trolley*, *toy vehicle* or wheelchair and as described in the Road Safety Act 1986.

"VicRoads" means the Roads Corporation established by Section 15 of the Transport Act 1983.

"Waste" when used as a noun includes any discarded, rejected, or abandoned matter (whether solid or liquid).

**Definitions cont**

- 1.8 (2) A reference to a *person* by way of that *person's* position with the *Council* includes a *person*:
- (a) authorised to carry out the powers, duties and functions of that position at the *Council*;
  - (b) acting in the capacity of that position; or
  - (c) if that position in the *Council* ceases to exist, any *person* exercising any power, duty or function which was previously a power, duty or function of the position as it previously existed.

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## Part 2 – Procedural

### Permits and Applications for Permits

- 2.1 Wherever in this local law a *permit* is required, the *Council* may grant or refuse to grant the *permit* or grant it subject to conditions.
- 2.2 (1) An application for a *permit* must be:
- (a) in the form prescribed by Council and must be accompanied by the appropriate fee as prescribed by Council, or
- (2) The *Council* may require an applicant to:
- (a) provide additional information; or
  - (b) give notice of that application or invite any *person* to make a submission or do both;
- before the *Council* processes an application for a *permit*.
- 2.3 In considering an application for a *permit*, the *Council* must consider:
- (1) any policy or guideline adopted by the *Council* relating to the subject matter of the application for the *permit*;
  - (2) any written objection or written submission received in respect of the application;
  - (3) any written comment made in respect of the application by any *public body* or community organisation; and
  - (4) any other relevant matter.
- 2.4 A *permit* may include any condition which the *Council* considers to be reasonable and appropriate having regard to the activity to be authorised by the *permit* and the effects or anticipated effects of that activity, including but not necessarily limited to:
- (1) a requirement that a security deposit or bond or a release, indemnity or guarantee (in a form specified) be lodged with the *Council* to secure the proper performance of the *permit*;
  - (2) a requirement that notice be given to the *Council* as to when the activity authorised by the *permit* will be carried out or will occur;
  - (3) a time limit on the *permit* and on the activity authorised by it;
  - (4) provision for extension of the *permit*;
  - (5) a condition that the *permit* runs with or attaches to the *premises* in respect of which the activity is authorised by the *permit*;
  - (6) the payment of a fee or charge;
  - (7) a standard to be applied;
  - (8) that the *permit* is conditional on the happening of a certain event or prerequisite;

- (9) that the *permit* is conditional upon the rectification, remedying or restoration of any situation or circumstance; or
- (10) where the applicant is not the *owner* of the relevant *premises*, the consent of the *owner* is obtained.

2.5 Unless otherwise stated in the *permit*, a *permit*:

- (1) is personal and authorises only the *person* named in the *permit*; and
- (2) is not transferable.

#### **Compliance with Permits**

2.6 Every *person* to whom a *permit* is granted must do every act and thing as may be necessary to ensure compliance with the *permit* and its conditions.

#### **Correction, Amendment, Cancellation and Suspension**

2.7 (1) The *Council* may correct a *permit* if the *permit* contains:

- (a) clerical mistake or an error arising from any accident, slip or omission; or
- (b) a material miscalculation of figures or a material mistake in the description or any *person*, *premises*, thing or property referred to in the *permit*.

(2) The *Council* may cancel, suspend or amend any *permit* at any time if:

- (a) it is requested to do so by the *permit-holder*; or
- (b) it considers that there has been:
  - (i) a material mis-statement or concealment of fact in relation to the application for the *permit*;
  - (ii) any material mistake in relation to the issue of the *permit*;
  - (iii) any material change of circumstances which has occurred since the grant of the *permit*; or
  - (iv) there has been a substantial failure to comply with the *permit* or a *notice to comply*.

(3) The *Council* must give written notice to a *permit-holder* of any correction, cancellation, suspension or amendment of a *permit*.

#### **General Permit Provisions**

2.8 The holding of a *permit* or compliance with a condition included in a *permit* does not of itself relieve the *permit-holder* from:

- (1) compliance with any other *legislation* with respect to the subject matter of the *permit*; or
- (2) liability for any damage sustained by any other *person* as a result of an activity undertaken by or on behalf of the *permit-holder* pursuant to the *permit*.

- 2.9 A *person* applying for a *permit* or amendment of a *permit* must not make or *allow* to be made any false representation or declaration in or in relation to that application.
- 2.10 Unless otherwise stated in this local law or in a *permit*, the *permit* will operate from the date it is granted and will expire twelve months from the date of issue.

#### **Powers of Council**

- 2.11 Without affecting the operation of any particular provision of this local law, everything an *authorised officer* or any other specified *person* is capable of doing under this local law is also capable of being done by the *Council* or its *delegate*.

#### **Impounding**

- 2.12 (1) An *authorised officer* may impound any item or thing connected with the provisions or objectives of this local law.
- (2) Where any item or thing is impounded pursuant to this local law, notice of the impounding is to be given.
- (3) Any item or thing impounded in accordance with this local law may be held until any fee or charge for its release is paid.
- (4) If after the specified time for retrieval of an impounded item or thing has expired and it has not been claimed then it may be disposed of according to the following principles:
- (a) if it has no saleable value, in the most economical and appropriate way as determined by an *authorised officer*; or
- (b) if it has a saleable value, by public auction, tender or private sale as determined by an *authorised officer*, and failing sale may be treated as in sub paragraph (a).
- (5) The monies realised from the sale of any impounded item or thing must be disbursed as follows:
- (a) in payment of any expenses incurred by the *Council*; then
- (b) to the *owner or person* who in the opinion of the *Chief Executive Officer* appears to be authorised to receive the money.
- (6) If no *person* can be identified for payment of any money then any excess must be treated in accordance with *legislation* dealing with unclaimed money or failing this, taken into the *Council's* revenue.

#### **Fees**

- 2.13 (1) The *Council* may by resolution determine fees and charges for the purposes of this local law.
- (2) A resolution may *allow* the waiver, reduction or deferral of a fee in whole or in part with or without conditions.
- (3) Permit fees are as per Council resolution.
- (4) Despite this clause or any resolution, the *Council* may waive, reduce or alter the fee for a *permit* in a particular case.



**Declarations**

- 2.14 Wherever it is provided in this local law that the *Council* may declare days, times, *Council land*, any *road*, *building*, *premises* or *public place* to prohibit, *allow*, regulate, control or limit an activity or something related to an activity within that area, the declaration must be by resolution of the *Council* and the following procedure must be used:
- (1) the area or place must be clearly described and defined, using a map if necessary;
  - (2) any days or times during which the activity is to be prohibited, allowed, regulated, controlled or limited must be determined and specified.
- 2.15 After making a declaration the *Council*:
- (1) must publish a public notice; and
  - (2) must cause such signs to be erected at the area to which the declaration applies as the Council considers appropriate.
- 2.16
- (1) The *Chief Executive Officer* must maintain a register and record in it details of all declarations made under this local law.
  - (2) The register must be open for inspection during office hours.

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## Part 3 – Reserves and Council Land

### Private Access to Reserves

3.1 Unless in accordance with a *permit*, an *owner* or *occupier* of any *premises* abutting a *public* place other than a road must not install at the boundary to the public place:

- (1) a gateway which services; or
- (2) other means of access to or from the *public place*.

Penalty: 5 penalty units

### Motorised Vehicles

3.2 Unless in accordance with a permit or within a defined *carriageway* area, a *person* must not ride, drive, park, leave standing or otherwise use any motorised *vehicle* on any public land.

Penalty: 5 Penalty units

### Games and Sport

3.3 Unless in accordance with a permit, a *person* must not in a *public place* engage in, play or practice any game, activity or sport which may interfere with the safety of other persons or which may cause damage to the public place.

Penalty: 5 Penalty units

### Damage to Public Places

3.4 A *person* must not damage, interfere with, remove a sign from, or disfigure a *public place*.

Penalty: 5 Penalty units

### Protection of Council Trees

3.5 Unless in accordance with a permit, a *person* must not in a *public place*:

- (1) interfere with a naturestrip or parkland trees, or
- (2) plant trees or shrubs.

Penalty: 2 Penalty units

### Generally

3.6 A *person* must not in a public place :

- (1) use volatile, explosive or flammable matter; ;
- (2) act in a way which endangers any other *person*;
- (3) carry or use firearms; or

(4) shoot, trap, injure or harm in any way any *animal*.

Penalty: 5 Penalty units

**Festivals, Carnivals and Circuses**

3.7 Unless in accordance with a permit, a person must not conduct a festival, carnival, circus, parade or other similar activity in a *public place*.

Penalty: 10 penalty units

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## Part 4 – Safety

### Incinerators and Open Fires

- 4.1 A person must not light or *allow* to be lit or remain alight any *incinerator* or *open fire* on such days or at such times as are declared by the *Council*.

Penalty: 2 penalty units

### Burning of Offensive Material

- 4.2 A person must not burn or *allow* to burn any substance which contains:

- (1) food waste, fish or other offensive or noxious matter;
- (2) any rubber or plastic;
- (3) any petroleum or oil;
- (4) any paint or receptacle which contains or which contained paint; or
- (5) any manufactured chemical.

Penalty: 5 Penalty units

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## Part 5 – The Environment

### Camping and Caravan Occupation

- 5.1 Unless in accordance with a *permit*, a *person* must not:
- (1) camp in a tent, caravan, mobile home or other temporary or makeshift structure in a *public place*; or
  - (2) use a caravan, mobile home or other temporary or makeshift structure for the purpose of habitation.
- 5.2 Clause 5.1 does not apply to camping or the use of a caravan or mobile home in a *Council* registered caravan park or an area determined by the *Council* to be available for camping.
- Penalty: 5 Penalty units

### Unightly Land

- 5.3 The *owner* or *occupier* of *premises* must not *allow* the *premises* to be unsightly. In this clause, "unsightly" means any land on which:
- (1) Unused excavation material or general household waste is present and in view.
  - (2) Any other thing that has substantial adverse visual amenity impact to the general public in context with the surrounding area.
- Penalty: 5 Penalty units

### Damage Caused by Trees or Plants

- 5.4 A *person* must not *allow* a tree or plant or any other matter on *premises* owned or occupied by that *person* to cause damage to or interfere with a *public place* or any person or or using a *public place*.
- Penalty: 2 Penalty units

### Wasp Nests

- 5.5 The *owner* and *occupier* of *premises* must not *allow* an English or European wasp nest to remain on the *premises* and must take action to have it removed and destroyed.
- Penalty: 2 Penalty units

### Bee Hives

- 5.6 The *owner* and *occupier* of *premises* must not keep or *allow* to be kept any bee hive on the *premises* unless the *person* or one of them or another person permitted to use the *premises* is a registered beekeeper and the bees and hive are kept in accordance with the Beekeeping Code of Practice.
- Penalty: 2 Penalty units

## Part 6 – Animals

### Keeping Animals

- 6.1 (1) Unless in accordance with a *permit*, the *owner* and *occupier* of *premises* must not keep or *allow* to be kept more than four different types of *animals* on those *premises* at any time and must not keep or *allow* to be kept any more in number of each type of *animal* than as set out in the following table:

Type of adult <i>animal</i>	Maximum number allowed in built-up areas	Maximum number allowed in non-built up areas
Dogs	2	4
Cats	2	4
Pigeons	50	No maximum limit
<i>Poultry</i>	(Refer to Part 7)	20
<i>Domestic birds</i>	50	100
<i>Large birds</i>	5	10
Domestic rabbits	6	6
Horses/donkeys	2	No maximum limit
<i>Cattle</i>	2	No maximum limit
Sheep	2	No maximum limit
Goats	2	No maximum limit
Pigs	Not permitted	No maximum limit
Other agricultural <i>animals</i>	2	No maximum limit

- (2) Sub-clause (1) does not apply where a planning permit under the *planning scheme* has been issued for *animal* keeping as that term is defined in the *planning scheme*.
- (3) Sub-clause (1) does not apply to the keeping of dogs actively used in farming on properties entitled to the farm rate for the Shire of Hepburn.

**Keeping Animals cont**

- 6.1 (4) Despite the provisions of sub-clause (1), an *authorised officer* may *allow* a greater number of *animals* to be kept on *premises*.
- (5) For the purpose of calculating the maximum limit of the numbers of *animals* kept, the progeny of any dog or cat lawfully kept will be exempt for a period of twelve weeks after their birth.

Penalty: 2 Penalty units

**Animal Excrement**

- 6.2 A *person* in charge of an *animal* must not *allow* any of the *animal's* excrement to remain in a *public place* within a built-up area.

Penalty: 2 Penalty units

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## Part 7 – Birds

### Numbers (Poultry)

- 7.1 (1) Unless in accordance with a permit, a *person* must not keep or *allow* to be kept on any *premises in a residentially zoned area*:
- (a) any live *poultry* except in a *bird enclosure*; or
  - (b) more than two:
    - (i) ducks; or
    - (ii) turkeys; or
    - (iii) geese; or
  - (c) more than ten head of poultry. (Roosters are not permitted in residential zoned areas)
- (2) For the purpose of sub-clause (1), three pigeons or three quail or one pigeon and two quail or two pigeons and two quail equal two head of *poultry*.

Penalty: 2 Penalty units

### Siting of Bird Enclosures

- 7.2 Unless in accordance with a permit, a *bird enclosure* on any *premises* must be at least three metres from the boundary of any adjoining *premises*.

Penalty: 2 Penalty units

### Construction of Bird Enclosures

- 7.3 Unless in accordance with a *permit*, every *bird enclosure*, excluding pigeon enclosures, must comply with the Department of Primary Industries Code of Practice for the Housing of Caged Birds. Pigeon owners must comply with the Victorian Code of Practice for the Keeping and Racing of Pigeons.

Penalty: 2 Penalty units

## Part 8 – Public Safety and Waste Disposal

### Scavenging

- 8.1 Unless in accordance with a permit, a *person* must not search through or remove any articles of rubbish, recyclables or items from the municipal tip or left for collection on a *public place*.

Penalty: 5 Penalty units

### Use of Tip or Transfer Station

- 8.2 A person must not use a municipal tip except in accordance with the directions of an *authorised officer* or tip attendant and any signs.

Penalty: 2 Penalty units

### Domestic Waste

- 8.3(1) All *domestic waste* must be placed in an approved container.
- (2) Containers must be placed outside the *premises* for collection in accordance with any directions given by the *Council* and returned to the *premises* by the *owner* or *occupier* when emptied.
  - (3) Containers must be maintained by the *owner* and *occupier* of *premises* in a clean, tidy and safe condition.
  - (4) A person must not place the following material in a container for collection by the *Council*:
    - (a) liquid waste or offensive material; and
    - (b) ashes, hair or other similar matter or moist refuse, unless it has been securely wrapped in paper or some other impermeable cover or container to prevent its escape; and
    - (c) ashes or other like matter unless they have been mixed with water to form a consistency of a stiff paste before being wrapped and placed in the bin; and
    - (d) glass or other sharp objects unless they are properly contained or wrapped in such a way as to render them harmless and inoffensive; and
    - (e) oil, paint, solvents or similar substance or any other substance which may damage the bin or reduce its strength or effectiveness; and
    - (f) disposable napkins unless they have been cleaned of solids and securely wrapped in impervious material prior to being placed in the bin; and
    - (g) *trade waste* of any kind.

Penalty: 2 Penalty units

### Material for Recycling



8.4

- (1) All *material for recycling* for collection by Council shall be placed in an approved container with the exception of newsprint and cardboard which are to be bundled separately and tied with string.
- (2) Containers must be placed outside the *premises* for collection of in accordance with directions given by the *Council* and returned to the *premises* by the *owner* or *occupier* when emptied.

Penalty: 2 Penalty units

**Trade Waste**

8.5

- (1) The *owner* and *occupier* of *premises* where *trade waste* is generated, whether or not a service for the collection and disposal of *domestic* or *trade waste* is provided must ensure that the *trade waste* is placed in an approved bin, waste hopper or recycling bin ready for collection.
- (2) All containers used for the collection of *trade waste* must:
  - (a) be constructed of impervious material to prevent leakage, absorption or escape of *waste*.
  - (b) be water tight, fly and vermin proof with a lid which is continuously kept closed when the container is not being used or emptied; and
  - (c) if not a mobile bin, must have a drain and plug for cleaning purposes.
- (3) *Trade waste* containers, must be located on the *premises* to *allow* for easy access and weekly collection of contents or more regular collection if the contents are likely to become offensive.
- (4) *Trade waste* containers must be:
  - (a) maintained by the *owner* and *occupier* of the *premises* in a clean, tidy and safe condition; and
  - (b) thoroughly cleaned after each emptying.
- (5) *trade waste* containers must display a sign which indicates:
  - (a) the type of *waste* permitted to be deposited in it; and
  - (b) that it is an offence to deposit material contrary to the sign.
- (6) A person must not deposit any *waste* in a *trade waste* container contrary to a sign on the container.

Penalty: 5 Penalty units

## Part 9 – Use of Public Places

### Clothing Bins

- 9.1 A person must not *place* or *allow* the placement of a clothing bin on a *public place* unless:
- (1) (a) in accordance with a *permit*; or
  - (b) the site of the bin is *prescribed* by the *Council* for such use generally or is allocated to that bin; and
  - (2) the *bin* has clearly indicated on at least two sides, the name of the *person* on whose behalf the bin is *placed* and items that are sought for depositing in it.

Penalty: 2 Penalty units

### Bulk Rubbish Containers

- 9.2 A person must not *place* or *allow* the placement of a *bulk rubbish container* on a *public place* unless:
- (1) in accordance with a *permit*; or
  - (2) a *bulk rubbish container* will only be in place for no more than twenty-four hours and is adequately protected and lit for any night time period.

Penalty: 2 Penalty units

### Entertainment and Busking

- 9.3 Unless in accordance with a *permit*, a *person* must not *busk* on a *public place*.

Penalty: 2 Penalty units

## Part 10 – Management of Traffic and Roads

### Protrusions and Overhanging Branches

- 10.1 (1) The *owner* and *occupier* of *premises* must not:
- (a) *allow* any vegetation, sign, support or structure to extend over a *footpath* at a height of less than three metres; or
  - (b) *allow* any vegetation, sign, support or structure to cause a *road interference*.
- (2) In this clause, the phrase "road interference" means interference with the unobstructed, safe and fair use of roads by people and includes interference with:
- (a) traffic, including pedestrians and *vehicles*;
  - (b) traffic control items; or
  - (c) street lighting.

Penalty: 2 Penalty units

### Property Numbers to be Displayed

- 10.2 (1) For each *premises* that has been allocated a property number by the *Council*, the *owner* and *occupier* must ensure that the *premises* display the number.
- (2) The number must be of sufficient size, positioned, made of material and kept in good repair for it to be clearly read from a *road* at all times, and where a property is situated on a corner, the number must be displayed on the side that the property is addressed.

Penalty: 2 Penalty units

### Vehicle Crossings

- 10.3 (1) The *owner* of *premises* must ensure that each point of *vehicle* access from a *carriage-way* on a *road* to the *premises* has a properly constructed *vehicle* crossing that is not within ten metres of an intersection.
- (2) For the purposes of this clause, a *vehicle* crossing is properly constructed if:
- (a) it was constructed by or in accordance with the terms of an approval by the *Council*; or
  - (b) the *Council* has approved in writing the method of construction of the *vehicle* crossing.
- (3) The *owner* or *occupier* of *premises* must ensure that each *vehicle* crossing to the *premises* from any adjacent *carriageway* or *road* and any channel or pipe under or forming part of the crossing is maintained and repaired to the satisfaction of an *authorised officer*.

Penalty: 2 Penalty units

**Permit Required for Vehicle Crossings**

- 10.4 Unless in accordance with a *permit*, a *person* must not construct, install, remove or alter a *vehicle* crossing whether temporarily or permanently.

Penalty: 2 Penalty units

**Temporary Vehicle Crossing**

- 10.5 (1) **Where:**
- (a) because of the nature, size or weight of a *vehicle* or material which may travel or be carried across a kerb, gutter, naturestrip, *footpath* or *vehicle crossing* in the course of access or egress between *premises* and the *carriageway* or a *road* it is likely that damage may be caused to the kerb, gutter, naturestrip, *footpath* or *vehicle crossing*; or
  - (b) an activity is intended or expected to take place on *premises* making likely an occurrence of the type described in paragraph (a);
- the *owner* of *premises* must give written notice to the *Council* of that expected activity or occurrence before it occurs.
- (2) Unless in accordance with a *permit*, a *person* must not *allow* entry to or exit from *premises* by any *vehicle* or material referred to in sub-clause (1).
  - (3) The *owner* and *occupier* must take all reasonable steps to protect the existing kerb, gutter, naturestrip, *footpath*, *carriageway* and *vehicle crossing* at all times during any activity or occurrence referred to in sub-clause (1).
  - (4) The *person* responsible for an activity or occurrence must maintain the *road* adjacent to the *premises* in a safe and trafficable condition at all times.
  - (5) The *owner* of the *premises* must immediately and to the satisfaction of an *authorised officer* repair any damage caused to the kerb, gutter, naturestrip, *footpath*, *carriageway* or *vehicle crossing* or, at the discretion of the *Council*, pay to the *Council* the cost of the *Council* doing so.
  - (6) Where in the opinion of an *authorised officer* a kerb, gutter, naturestrip, *footpath*, *carriageway* or *vehicle crossing* may be or is likely to be damaged in circumstances referred to in the preceding sub-clauses, the *owner* of the *premises* must, when requested to do so by the *authorised officer*, pay or give to the *Council* a bond in an amount specified by the officer, but relative to the likely cost of repairing any damage or reinstating the item.
  - (7) The bond required under sub-clause (6) may be retained by the *Council* and used to pay for repairing any damage or to reinstate the item, and if the cost to repair any damage or reinstate the item is greater than the bond paid under sub-clause (6), the additional cost must be paid by the *person* who gave the bond to the *Council* when demanded by the *Council*.
  - (8) Any bond or portion of it not required by the *Council* fourteen days after completion of the repairs necessitated by the activity or occurrence must be refunded or released to the *person* who paid it or lodged it.

Penalty: 2 Penalty units

#### Redundant Vehicle Crossings

- 10.6 (1) Where works on *premises* involve the relocation or closure of a point of *vehicle* access, making, in the opinion of an *authorised officer*, the *vehicle* crossing or any part of it redundant, the *vehicle* crossing or part of it must be removed by the *owner* of the *premises* and the kerb, drain, *footpath*, naturestrip or other part of the road must be reinstated to the satisfaction of the *authorised officer*.
- (3) The *owner* must undertake the work referred to in sub-clause (1) in accordance with a notice given to the *owner* by the *authorised officer*.

Penalty: 2 Penalty units

#### Obstructions

- 10.7 (1) Unless in accordance with a permit, a *person* must not make or *place* an *obstruction* or *allow* one to be made, placed or exist on public land.
- (2) For the purpose of this clause "obstruction" includes:
- (a) a hedge, heap or fence;
  - (b) a ditch, hole or drain;
  - (c) *building material*;
  - (d) *goods* for sale;
  - (e) a box or other container;
  - (f) a table or chair;
  - (g) a board, sign, sandwich board or *advertisement*;
  - (h) a bicycle (except in a rank or stand provided by the *Council*) or *vehicle*;
  - (i) a pole, post or basketball ring;
  - (j) scaffolding or a stage, crane, awning, hoarding or hoist, or
  - (k) any other thing
- likely to hinder access to any part of the *public place* if left on a *road* or *premises*.
- (3) Any *obstruction* contrary to sub-clause (1) may be removed and impounded by the *Council* or an *authorised officer*, whether or not a *Notice to Comply* has been given.
- (4) Without affecting Section 225 of the Act and Clause 16.8, a *person* who has *allowed* an *obstruction* to be made, placed or exist and which has been removed by the *Council* or an *authorised officer* must immediately pay the cost of the removal to the *Council*.

Penalty: 5 Penalty units

## Part 11 – Control of Animals, Shopping Trolleys and Vehicles on Roads and Elsewhere

### Livestock Control

- 11.1 (1) Unless in accordance with a permit, a person must not drive *livestock* for a distance greater than two kilometres along any road.
- Penalty: 2 Penalty units
- (2) Unless in accordance with a permit, a person in charge of *livestock* must not allow the *livestock* to graze on a road.
- Penalty: 2 Penalty units
- (3) Any local regular movement of *livestock* must be in accordance with Council's policy, Road Safety (Road Rule) Regulations 1999 – Give Way to Stock Regulations 1997 No. 153 and warning light guidelines prepared by VicRoads.
- Penalty: 2 Penalty units

### Shopping Trolleys

- 11.2 (1) A person must not leave a *shopping trolley* on any *public place* or *premises* except in an area designated for the purpose.
- (2) An *authorised officer* may impound any *trolley* found on any place where sub-clause (1) does not permit it to be left.
- Penalty: 2 Penalty units

### Use of Toy Vehicles

- 11.3 (1) Any person who uses or allows another person to use a *toy vehicle* on a *public place* must ensure that the use does not inconvenience, obstruct, hinder, endanger, alarm or prevent the free passage of any pedestrian or other user of the *public place* whether in or on another *vehicle* or not.
- (2) The Council may declare any *road*, *Council land*, *reserve* or *public place* to be an area where *toy vehicles* must not be used or may only be used during specified times.
- (3) The following designated roads and areas are declared areas where the use of toy vehicles must not be used at any time:
- Vincent Street, Daylesford between Raglan Street & Stanbridge Street.
  - Albert Street, Daylesford between Vincent Street & Bridport Street.
  - Howe Street, Daylesford between Vincent Street & Camp Street.

Penalty: 2 Penalty units

**Riding Horses on Reservations**

- 11.4 (1) Unless in accordance with a permit, a *person* must not ride or lead a horse or *allow* another *person* to ride or lead a horse upon a *reservation* between *carriageways* on a *road* or naturestrip unless outside a *built up area*.
- (2) A *person* must not ride or lead a horse or *allow* another *person* to ride or lead a horse on a *public place* if the place has been signposted as being not available for horses.

Penalty: 2 Penalty units

**Sale of Vehicles**

- 11.5 A *person* must not *park* a *vehicle* in a *public place* for the purposes of promoting the *vehicle* for sale.

Penalty: 2 Penalty units

**Vehicle Repair**

- 11.6 Unless in accordance with a *permit* or it is necessary for removal of a *vehicle*, a *person* must not dismantle, repair or carry out maintenance on a *vehicle* in a *public place*.

Penalty: 2 Penalty units

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## Part 12 – Secondary Activities on Roads

### Outdoor Eating Facilities

- 12.1 Unless in accordance with a *permit*, a *person* must not establish or *allow* the establishment of an outdoor eating facility on a *road*.

Penalty: 2 Penalty units

### Removal of Equipment

- 12.2 Any table, chair, umbrella or other equipment in an outdoor eating facility used in contravention of this Part or of any condition of a *permit* may be removed by an *authorised officer* and impounded.

### Occupation of Road for Works

- 12.3 Unless in accordance with a *permit*, a *person* must not on a *road* under the control of the *Council*:

- (1) carry out works involving or from that *road*; or
- (2) do anything in relation to works, which affects or is likely to affect the use of the *road*.

Penalty: 5 Penalty units

### Street Parties, Festivals and Processions

- 12.4 (1) Unless in accordance with a *permit*, a *person* must not hold a *street party*, *street festival* or *procession* on a *road*.

Penalty: 5 Penalty units

### Collections

- 12.5 A *person* must not solicit or collect a subscription or gift of money or *goods* or *sell* a raffle ticket in a *public place* or from *building* to *building* or to or from a *person* in a *public place* unless:

- (1) in accordance with a *permit*; or
- (2) to do so is specifically authorised by and in accordance with any *legislation*.

Penalty: 2 Penalty units



## Part 13 – Display and Sale of Goods and Services

### Road Trading

13.1 Unless in accordance with a *permit*, a *person* must not:

- (1) *sell* or offer for sale any goods or services from a *public place*; or
- (2) erect, place or in any other way, leave any structure or physical thing on a *public place* for the purposes of selling, displaying or offering for sale any *goods* or services.

Penalty: 2 Penalty units

### Soliciting Trade and Similar Activities

13.2 Unless in accordance with a *permit*, a *person* must not:

- (1) in a *public place*, solicit or try to attract trade or business or tout or spruik; or
- (2) in *premises* adjacent to a *public place*, solicit or try to attract trade or business or tout or spruik unless the activity cannot be heard or seen by or does not have an influence on a *person* on or in that *public place* except by way of a written *advertisement* or a display of *goods* in or on those adjacent *premises*.

Penalty: 2 Penalty units

### Advertising Signs

13.3 Unless in accordance with a *permit*, a *person* must not *place* a portable *advertising sign* in, on or over a *public place* or *allow* that to occur.

Penalty: 2 Penalty units

## Part 14 – Consumption of Alcoholic Beverages

### Declaration of Places and Exemptions

- 14.1 (1) The Council may declare any public place to be an area where alcoholic beverage must not be consumed or held in open containers or may only be consumed or held during specified times or in accordance with a permit.
- (2) Sub-clause 14.1 (1) does not apply to any place subject to control or license under the Liquor Control Reform Act 1998.

### Alcoholic Beverages Banned

- 14.2 A person must not consume or hold any alcoholic beverage in an open container in any area or place which is subject to a declaration under sub-clause 14.1.
- Penalty: 5 Penalty units

### Definitions

- 14.3 In the context of this part:
- 'hold' or 'held' means to have in possession or control any alcoholic beverage;'

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## Part 15 – Enforcement

### Enforcement

- 15.1 Without affecting any provision entitling any other *person* to do so, this local law may be enforced by an *authorised officer*.

### Penalties

- 15.2 A *person* who:
- (1) does not do anything required to be done or does anything forbidden to be done by or under this local law;
  - (2) *allows* any act or omission which is a contravention of this local law;
  - (3) contravenes a *permit* or a condition included in a *permit*; or
  - (4) is the *owner* or *occupier* of any premises upon or in relation to which or the *proprietor* of a *vehicle* in or in relation to which a contravention of this local law occurs;

is guilty of an offence and is liable to a penalty of one penalty unit for that offence and in the case of a continuing offence is liable to a penalty not exceeding the prescribed amount for each day after conviction for the offence during which the contravention continues.

### Notices to Comply and Directions

- 15.3 (1) The *Council* or an *authorised officer* may by *Notice to Comply*, direct a *person* to comply with any clause of this local law or a permit issued under this local law where the *Council* or *authorised officer* believes there has been a non-compliance by that *person* or in respect to any *premises*, things or property of which that *person* is the *owner*, *occupier* or *proprietor*.
- (2) A *person* must comply with any *Notice to Comply* directed to him or her by the *Council* or by an *authorised officer*.

### Infringement Notices

- 15.4 Where an *authorised officer*, believes that a *person* has committed an offence against this local law, an *authorised officer* may:
- (1) as an alternative to a prosecution for the offence, issue an infringement notice specifying the penalty; and
  - (2) serve or cause the infringement notice to be served on that *person*.

### Expiation of Fine Avoids Prosecution

- 15.5 In order to avoid prosecution, the *person* who is served with an infringement notice must pay the penalty to the *Chief Executive Officer* of the *Council* at the Town Hall, 76 Vincent Street, Daylesford 3460 within twenty-eight days after the date of the infringement notice.

#### **Serving Infringement Notices**

- 15.6 (1) Without limiting Section 234 of the Act, any infringement notice to be served on a *person* under this local law, may be served on the *person* by:
- (a) delivering the notice to the *person*;
  - (b) leaving the notice at that *person's* usual or last known place of residence or business with a *person* apparently not less than sixteen years old and apparently residing or employed at that place;
  - (c) sending the document by post addressed to the *person* at that *person's* last known place of residence or business; or
  - (d) where the offence involves a *vehicle*, placing it on or attaching it to the *vehicle*.
- (2) Where an infringement notice is directed to a *person* who is the *owner* or *occupier* of *premises* or the *proprietor* of a *vehicle* and that *person's* name is not known, the notice issued under this local law may be addressed to "*the owner*", "*the occupier*" or the "*person in control*" as the case may be.
- (3) An *authorised officer* may withdraw an infringement notice within twenty-eight days after its date by sending a notice to the *person* on whom the infringement notice was served. The notice may be sent or given in the same way as the infringement notice was serviced.
- (4) If an infringement notice is withdrawn, after the *person* pays the penalty, the *person* is entitled to a refund of the penalty.
- (5) If the *person* pays the penalty within the time specified in the notice and the infringement notice is not withdrawn before a charge is laid in respect of the offence, the following provisions apply:
- (a) further proceedings for an offence will not be taken against the *person*; and
  - (b) there is to be no conviction recorded against that *person* for the offence.
- (6) If:
- (a) a *person* served with an infringement notice has not paid the penalty within the time specified in the notice; or
  - (b) an infringement notice is withdrawn;
- proceedings may be taken or continued for the offence.

#### **Evidence of Service**

- 15.7 A statutory declaration by an *authorised officer* or a *person* who has served or given a notice or direction in accordance with this local law stating the manner, place, date and time the notice or direction was served or given, is evidence of the notice or direction having been served or given as described in that declaration.

#### **Compliance with Directions and Notices**

- 15.8 (1) Where:

- (a) a *Notice to Comply* or other notice or direction is served or given pursuant to this local law.
- (b) Section 225 of the Act does not apply; and
- (c) the *person* served with or given the *Notice to Comply* or other notice or direction fails to give effect to it;

the *Council*, or any other *person* with the approval of the *Chief Executive Officer*, may cause the obligation to be complied with.

- (2) The *Council* or the *person* who complies with the obligation, may recover the cost of doing so from the *person* who failed to do it.

#### **Direction of Traffic**

15.9 (1) For the purpose of enforcing:

- (a) the Road Safety Act 1986 or any Regulation made under that Act; or
- (b) this local law;

or if special circumstances so require, an *authorised officer* may give directions for the passage of traffic.

- (2) A *person* must comply with any directions given under sub-clause (1) unless contrary directions are given by a *police member*.

#### **Delegation**

15.10 In accordance with Section 114 of the Act, the *Council*:

- (1) delegates to the *Chief Executive Officer*, the General Manager Sustainable Development and the General Manager Corporate Services, all the powers, discretions, authorities and considerations of *Council* under this local law including the powers, discretions and authority to issue or refuse *permits*, fix conditions and durations relevant to *permits*, cancel *permits*, require additional information, apply guidelines or policies of *Council*, waive the need for any *permit*, waive, fix or reduce fees or charges or to do any act, matter or thing necessary or incidental to the exercise of any function or power by the *Council*; and
- (2) delegates to the Environmental Health Officer and the Compliance Officer to, the power to issue or refuse *permits* and apply conditions, exercise discretions and require additional information.

#### **Urgent Circumstances**

15.11 (1) Where in the opinion of an *authorised officer* or a *delegate*, circumstances arise as a result of a failure to comply with this local law or a *permit* which may place a *person*, *animal* or property or thing at risk or in danger and there is not time or it is impractical to serve a *Notice to Comply*, then the *authorised officer* or *delegate* may take reasonable action to immediately abate or minimise the risk or danger involved.

- (2) As soon as practicable, the *authorised officer* or *delegate* must contact:

- (a) the *person* by whose fault, permission or decision the situation has arisen; or

- (b) the owner or occupier of the premises, animal, property, thing involved;  
and advise them of the action taken.

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**CERTIFICATION OF LOCAL LAW**

This local law was made and issued by the Hepburn Shire Council.

THE COMMON SEAL of )  
 HEPBURN SHIRE COUNCIL )  
 was affixed on authority of the Council )  
 Pursuant of Local Law No. 1 in the )  
 presence of: )

..... CHIEF EXECUTIVE OFFICER  
 DATE

**GENERAL LOCAL LAW NO. 2**

The Public Notice required to be given by Section 119(2) of the Local Government Act 1989 appeared in the Government Gazette No. and in the Hepburn Shire Advocate Newspaper on

The Public Notice required to be given by Section 119(3) of the Local Government Act 1989 appeared in the Government Gazette No. and in the Hepburn Shire Advocate Newspaper on

A copy of this local law was sent to the Minister for Local Government on to conform with Section 119(4) of the Local Government Act 1989.

This local law commenced operation on and will expire on.

I certify that this document pages 1-1 to 21-1 is a true copy of the General Local Law No. 2. made by the Hepburn Shire Council on, in accordance with the requirements of the Local Government Act 1989.

.....  
 (CHIEF EXECUTIVE OFFICER)

**History of Local Law**

Date Made	Amended	Operation Date	Gazettal Date	Title	Council File
				General Local Law No. 2	

## **13 INFRASTRUCTURE:**

### **13.1 SECOND ROUND OF THE REGIONAL AND LOCAL COMMUNITY INFRASTRUCTURE PROGRAM (RLCIP)**

(Action Officer – Acting General Manager Infrastructure) File Ref: 32/02/02

#### **Introduction**

Council has been invited to submit project(s) for the Federal Government second round of funding for this program.

The Government has announced an additional allocation of \$220 million to boost this program. Hepburn Shire Council's entitlement is \$165,000.

Funding will be provided for community infrastructure, including new construction and major renovations or refurbishment of assets such as:

- social and cultural infrastructure (e.g. art spaces, gardens);
- recreational facilities (e.g. swimming pools, sports stadiums);
- tourism infrastructure (e.g. walkways, tourism information centres);
- children, youth and senior facilities (e.g. playground centres, senior citizens' centres);
- access facilities (e.g. boat ramps, foot bridges);
- environmental initiatives (e.g. drain and sewerage upgrades, recycling plants).

Funding can be used for:

- construction for new or upgraded facilities; and
- refurbishment and fit out. Fit out is defined as internal construction of a facility to enable its functional use.

#### **Report**

There are many projects within the Shire that are worthy of consideration and would be eligible under the criteria, however as the funding of \$165,000 needs to provide the most effective response for the communities' needs, the following project is submitted for Council's consideration.

#### **Trentham Recreation Reserve**

The recreation reserve at Trentham provides a community focus for both the residents and visitors to this township and provides a meeting place particularly for the younger residents of this area.



The current facilities at this ground are sadly lacking in providing the acceptable standards for any user group or visitor to this area.

In an attempt to address the issues at this ground a number of onsite meetings have been held with representatives of the user groups, Department of Sustainability and Environment (DSE), the Victorian Country Football League, Ballarat Football League, Sport and Recreation Victoria and all agreed that the amenities at the ground need urgent attention.

One of the facilities in need of an urgent upgrade is the visitors and umpires change room which has insufficient hot water, surfaces that are in need of repair, minimal electrical supply and is constructed with materials that are inappropriate.

It was agreed by all that a refurbishment of this area requires urgent attention as there is a lack of community facilities within the Trentham township.

The estimated cost to revamp this building to an acceptable level is approximately \$165,000 (ex GST).

### **Relevant Policies**

Council Plan 2009-2013:

*We will assist our residents improve the health, safety and vibrancy of our communities.*

9. Attracting high levels of government grants by having at least three significant projects ready to begin.
45. Involving young people in community life through Council's youth programs and by maintaining and developing local recreational, cultural and education, training and employment opportunities for young people.

### **Community Engagement**

There has been considerable community engagement and support for this proposed project.

### **Financial Implications**

Not applicable.

**Motion :**

*13.1.1 That Council submit an application for the refurbishment of the change rooms at the Trentham Recreation Reserve at an estimated cost of \$165,000 for funding from the second round of the Regional and Local Community Infrastructure Program.*

**Moved: Cr Sebastian Klein**

**Seconded: Cr Don Henderson**

**Carried.**

## 14 COUNCIL SECTION 86 AND ADVISORY COMMITTEES

### 14.1 COUNCIL SECTION 86 AND ADVISORY COMMITTEES MINUTES

(A/O – Manager Governance)

File Ref: Various

#### Introduction

Section 86 Committee and Advisory Committee Minutes are tabled for noting.

#### Report

Please see listed below the minutes of various Section 86 and Advisory Committees for your information.

- Minutes of the Lyonville Hall meeting dated 12 September 2009 and Resignation Letter from Joe Hughes File No: 4/0860/00600.
- Minutes of the Lee Medlyn Complex meeting dated 7 October 2009 File No 1/0320/00070.

#### Relevant Policies

Nil

#### Community Engagement

Members of the community are represented on these committees.

#### Financial Implications

Not applicable.

#### Motion :

14.1 *That Council note the Minutes of the Committees listed above which have been distributed under separate cover.*

**Moved:** Cr Tim Hayes

**Seconded:** Cr Janine Booth

**Carried.**

**15. CLOSE OF MEETING :** The Meeting closed at 8.50pm.