



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

TUESDAY 19 MARCH 2013

CLUNES TOWN HALL

BAILEY STREET

CLUNES

6:00PM

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***Hepburn Shire Council
Ordinary Meeting of
Council***



MINUTES

TUESDAY 19 MARCH 2013

**Clunes Town Hall
Bailey Street, Clunes
Commencing 6:00PM**

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AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
19 MARCH 2013

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.

2. OPENING OF MEETING

PRESENT: Mayor Councillor Bill McClenaghan, Deputy Mayor Councillor Don Henderson, Birch Ward Councillor Pierre Niclas, Birch Ward Councillor Kate Redwood, Cameron Ward Councillor Neil Newitt, Coliban Ward Councillor Sebastian Klein, Creswick Ward Councillor Greg May.

IN ATTENDANCE: Chief Executive Officer Aaron van Egmond, General Manager Corporate Services Evan King, General Manager Infrastructure Bruce Lucas, General Manager Sustainable Development Barry Green, General Manager Community Services Kathleen Brannigan.

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. DECLARATIONS OF CONFLICTS OF INTEREST

Councillor Sebastian Klein declared a direct Conflict of Interest in Agenda Item 10.3 – Daylesford ARC Management Arrangements, as he is an applicant for a position of employment with the Daylesford Neighbourhood Centre.

5. CONFIRMATION OF MINUTES

RECOMMENDATION

- 5.1 That the Minutes of the Ordinary Meeting of Council held on 19 February 2013 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the *Local Government Act 1989*.

MOTION

- 5.1. *That the Minutes of the Ordinary Meeting of Council held on 19 February 2013 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the Local Government Act 1989.*

Moved: Councillor Kate Redwood

Seconded: Councillor Don Henderson

Carried.

6. NOTICES OF MOTION

Nil

7. ITEMS OF URGENT BUSINESS

PROCEDURAL MOTION

7.1.1. *That Council considers an Item of Urgent Business – Planning Permit for the Glenlyon Fire Station, Barkly Street, Glenlyon.*

Moved: Councillor Don Henderson
Carried.

7.2. ITEM OF URGENT BUSINESS – GLENLYON FIRE STATION

MOTION

7.2.1. *That Council writes to the Country Fire Authority (CFA) requesting a meeting to discuss the negative impacts of its planning permit to build a new fire station in Glenlyon, such negative impacts being the loss of one iconic street tree in Barkly Street and the potential loss of at least two more mature trees..*

Moved: Councillor Don Henderson
Seconded: Councillor Pierre Niclas
Carried.

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Bill McClenaghan, Holcombe Ward

It has certainly been an interesting month in my Mayoral role.

On 27 February I attended the FinPro Conference, a meeting of local government finance professionals at the Novotel Forest Resort - Guest Speaker: Christine Nixon.

It was very interesting at that meeting as I got the chance to sit next to a very high ranking officer of Vision Super. Vision Super runs the Defined Benefits Superannuation Scheme that is causing all Councils so much financial grief. Our contribution to the scheme in this instalment is \$1.4 million, compared to City of Ballarat \$10.4 million and City of Greater Geelong \$23 million. In three years' time we'll have to do it all again! I was told that Vision Super has 4,800 Defined Benefit members at this time and a total of over 100,000 superannuation members which puts them in the top 15% of super funds. However, there is a disproportionate number of Defined Benefits members taking a disproportionate amount of available funds out of the fund. Hence the reason why councils are required to contribute so much money.

When the scheme started in the early 1950s, it was immediately backdated to 1947. It was started when local government couldn't compete with state and federal governments for salaries and perks, so they offered them a very generous Defined Benefits Superannuation Scheme to create incentives for people to work in local government. The trouble was it wasn't financially sustainable in the long term. It is destined to pay out until 2031 when there will be 2,031 recipients left on the books with liabilities of an estimated \$450 million. As the fund sunsets things get worse, with more beneficiaries going onto pensions therefore not earning money; therefore not contributing from their own salaries and greater financial impost on councils as employers.

On 7 March I attended the International Women's Day Celebration at the Daylesford Town Hall, where again Christine Nixon spoke from the heart to an adoring audience who were very keen to hear what she had done for the cause of women in her role as Chief Commissioner of Police.

On Sunday 10 March I was invited to be part of the ChillOut celebrations as Mayor of Hepburn Shire.

On Wednesday 13 March I attended the 'Living Ballarat Project' launch with Minister Walsh at the offices of Central Highlands Water in Ballarat. This project will harvest stormwater from the pavement surfaces of Ballarat City for use not as potable drinking water but to water plants and gardens and for other recycled water uses.

On 15 March I visited the Hepburn Primary School to present medallions to two school captains, four house captains and the bus captain at the school assembly. As this day was 'Say No to Bullying' Day I addressed the school community on bullying, what to do if you are bullied and what you do if you see bullying. Students were keen to talk to me about this. I also explained to them where Hepburn Shire Council sits in terms of government with state and federal government, what 'local government' means and what the office of 'Mayor' is all about.

COUNCILLOR REPORTS

Councillor Pierre Niclas, Birch Ward

7/03/2013 International Woman's Day

I was very pleased to have been able to attend this year's International Woman's Day - Hepburn Shire Women's Honour Roll event. What a great event it turned out to be and how worthy were those women nominated for this honour.

Although I did so on the evening, I would like to again here pass on my congratulations to both Su Dennett and Tunku Rose on their nominations and addition to this distinguished group.

18/03/2013 Birch Ward meeting at Yandoit.

Councillor Redwood and I ran our first Birch Ward community meeting at Yandoit last night. Although the turnout was a little small, as is always the case the first time out, the individuals who attended were able to give both Kate and I plenty of ideas to help improve the general amenity of the area.

It also gave us the opportunity to bring up the upcoming introduction of the State Government Fire Levy of which neither resident was aware. I recommend to Council that we look seriously at placing correct information out in the community as soon as possible, explaining that this new charge is not one placed on the community by Hepburn Shire Council even though it

will be collected by Council. I look forward to running further meetings in Yandoit.

Councillor Kate Redwood, Birch Ward

Against a backdrop of meetings and discussions about Council Plan and the 2013-2014 Council budget, three issues have stood out.

1. Hepburn Shire's 9th International Women's Day function was attended by around 200 women from across the Shire. We were delighted to have Christine Nixon as guest speaker – she certainly did not disappoint! Two highly regarded women – Su Dennett and Nettya Tulku-Rose were inducted into the Honour Roll. Thankyou to the Committee members, particularly Anne Gleeson as story teller, to Cr Don Henderson and to Lynne Sheedy for their support to the Committee ensuring a most successful event.
2. The new arrangements for the ARC are almost finalised (on the Agenda tonight) and will see a range of activities and programs delivered targeted at people of all ages and activity levels, but particularly youth. The ARC advisory committee met during the month and is providing a forum to coordinate the interests of key stakeholders. I am optimistic that with the Daylesford Neighbourhood Centre taking on a key management role, the hopes and expectations of the community will be realised.
3. The impact on Stanbridge Street from heavy freight vehicles has been given a great deal of attention this month. It has been good to shine a light on this issue, and to give appropriate consideration to safety of road users, resident amenity and the needs of industry.

The recommendations of Council's Freight Strategy regarding access/egress to the industrial estate on East Street are being assessed. It is recognised that the volume and frequency of large freight vehicles is expected to increase, and the need for acceptable freight routes is pressing.

Council commitments over the last month have included:

- Council meetings, assemblies and briefings
- Wombat Hill Botanic Gardens Advisory Committee meeting and discussions with stakeholders
- Ridge Road tour to view properties with large numbers of vehicles
- Tourist train trip

- Daylesford ARC Advisory Committee meeting
- International Women's Day function and 2 meetings of the International Women's Day Women's Honour Roll Committee
- Daylesford Cemetery working bee
- Volunteers Expo, Creswick
- Birch Ward meeting, Yandoit.

Councillor Neil Newitt, Cameron Ward

Delighted to attend the Ullina Landcare meeting on 27 February.

I was happy to provide information on several matters, including the current status of the issue of Wheeler's Bridge.

I would like to convey that the Ullina Landcare Group is keen to see the return of an agriculture advisory committee and to further clarification around responsibility of roadside weeds.

On 10 March, I attended the 3rd Historic Truck Show. Initially, this show was to be a biannual event, but the success has now made it a permanent annual attraction in Clunes.

Last night I was invited by the Clunes Tourist and Development Association (CTDA) to a workshop called Visitation 365, focussing on attracting visitors to Clunes all year round.

Stakeholders such as Advancing Country Towns, Creative Clunes, bookshop proprietors and other Clunes traders attended.

The success of Booktown and other events such as the Agricultural Show and the Historic Truck Show, demonstrates the ability to host and run successful events that attract visitors.

Also considering Clunes' recent selection as Australia's only International Booktown, it has heightened the desire to look at ways to attract visitation and new money to town - all year round.

It was decided that If the traders and indeed the economy of Clunes is to grow, we need to work together to make this happen.

The workshop was deemed a success, with many ideas brought forward by those who attended. I would like to thank the CTDA for hosting the meeting and all who participated, in particular Mark Hogan from Advancing Country Towns and John Collins Manager Economic Development and Tourism from the Hepburn Shire Council for attending.

Councillor Sebastian Klein, Coliban Ward

As Councillors and staff already know, I have spent four weeks of the past two months in India for the Australian Rural Leadership Program (ARLP). The purpose of this the fourth module of the ARLP was to experience different models of leadership first hand, women's issues and leadership, as well as a cultural and economic comparison to our own rural context. It was a culturally rich and rewarding learning experience and one that more contrasts with our own experience would be hard to imagine. There we attended the Australian High Commission and met a number of women's Self Help Groups which are furthering women's rights and status in India.

We also heard about women in leadership and social enterprise from a former police woman, Kiran Bedi - first female police officer, then Police Commissioner. It is a fine coincidence that this was likely at the same time as attendees of the Women's Honour Roll induction were listening to Christine Nixon.

While Hindu culture is not such good news for livestock exports, we did meet Mr Armireddy, a frozen dough tycoon who exclusively uses Australian Durum wheat flour and many other economic partners and potential partners from the subcontinent.

I also attended the World Sustainable Energy Days (WSED) Conference in Austria. Upper Austria is a world leader in Bioenergy technology - producing over a quarter of the world's woody-mass Bioenergy units, a sector that directly supports a workforce of some 6,000 in a population of 1.4 million. I met a number of researchers and professionals engaged in finding local government sustainability solutions, biomass optimisation, including colleagues from Hampshire County Council in England who are engaged in a number of innovative projects including bulk procurement of electricity for the community.

I was also interested to learn many lessons on how to profitably bring industry with new regulation, particularly the Nearly Zero Energy Building and Passivehaus directives which have brought down energy consumption in new and existing buildings from hundreds of kilowatt hours per square metre to around 40 KWh/m².

I also attended a consultation on the facilities review in Trentham at the Town Square, a Forum meeting and have enjoyed running on the improved Domino Trail.

While I was away, I was also elected as Treasurer to the board of the Victorian Local Governance Association.

Special thanks must go to the Sidney Myer Foundation for sponsoring my participation in the Australian Rural Leadership Program and the Upper Austria Energy Department - the Energiesparverband, for sponsoring myself and a number of other young researchers to present at the World Sustainable Energy Days.

Councillor Don Henderson, Creswick Ward

The highlight of the past month was the International Women's Day Celebration. I was pleased with the smooth running of the event which also came in under budget due to the generosity of Ms Christine Nixon who charged no speaker's fee. I commend the International Women's Day Women's Honour Roll Committee and the new Chair, Cr Kate Redwood, and particularly our staff Lynne Sheedy and John Liversidge who work tirelessly behind the scenes.

I attended the Creswick Ward Community Committee where Creswick is redeveloping its ward plan.

I also attended the Heritage Advisory Committee and am pleased to report that policy work around plaques and heritage loans will soon come to Council.

I also attended a meeting of the Creswick 4 Seasons Festival.

Councillor Greg May, Creswick Ward

The weeks since the last Council meeting in February seem to have passed by very quickly for me. It has been a particularly busy time for me in my non Council world, as well as attending the required Council related meetings and speaking with ratepayers about a range of issues. Issues confronting Councillors are many and varied and even though we are about 4 months into the Council term, many different matters still arise on a regular basis. Enquiries from and conversations with locals have ranged from community grants to transport permits and planning concerns to recreation requirements to name just a few.

I have also attended a Creswick Ward Community Plan workshop held recently at Doug Lindsay Recreation Reserve. The workshop was attended by over 40 local residents as well as some Council officers, with people given the opportunity to put forward their views and aspirations regarding the future directions for Creswick.

Along with some other Councillors and Council officers, my wife Marg and I recently enjoyed a trip on the Daylesford Spa Country Railway to Musk hosted by Councillor McClenaghan. It was a great opportunity to get to know others on a social rather than Council related basis.

On 26 March Councillors and Council officers are undertaking a bus tour of parts of the Shire to familiarise ourselves with different locations and projects being undertaken. I commend this idea and am looking forward to the trip as I'm sure it will help us all to gain a better understanding of some the issues we need to know about.

RECOMMENDATION

8.1 That Council receives and notes the Mayor's and Councillors' reports.

MOTION

8.1. *That Council receives and notes the Mayor's and Councillors' reports.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Kate Redwood

Carried.

9. 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.

9.1. PETITIONS

Nil

9.2. QUESTIONS

Question 1: From Ms Jane Bennett, Camberwell
Not present at meeting

In regards to the signing of the memorandum of understanding with the rural water corporations.

It was generally understood that the water corps and Council had kissed and made up and in the interest of moving forward with the highly fractious and adversely publicized issue of 80 percent of Hepburn's planning permits being refused by G-M water. The MOU would be signed. As a gesture of good will and a basic understanding of all deadlocked parties to move forward.

As Council would very well know. The cost of loss of rate revenue combined with wasted resources and many expensive VCAT cases is a drain on Council funds and rate revenue.

It is well known that other councils unduly affected have signed and their planning deadlocks have been eased, combined with their community goodwill and well being.

As a member of the public who has been unduly affected by the lack of MOU in place and has watched many others suffer also. Wouldn't it be in Council and community's best interest to sign the memorandum ASAP. And have the matter as urgent on Council's agenda.

There has been a lot of rumour and innuendo surrounding the new guideline and confusion has led to deadlocks before. Surely by looking at neighbouring councils and seeing that their only effect from signing has been a lack of VCAT cases. It would surely be the same for Hepburn.

The Minister for Water rang me the week he implemented the new guidelines and I too questioned the confusion and he simply stated that the memorandum signing and agreement was indeed the change, and that it was 'up to councils and in their best interests' surely any improvement is better than the complete confusion that stands at present?

If revenue does need to be raised to audit/ inspect old septic systems. Surely Council could implement parking meters for the Duke St and tourist areas of Daylesford/ Trentham and so on.

Written response to be provided to Ms Bennett as follows:

Council is in discussion with Goulburn-Murray Water (G-MW) and the other four water agencies that Hepburn Shire Council deals with in regards to a potential Memorandum of Understanding (MoU). The latest draft of an MoU with G-MW has been sent to them for review. Both parties must agree to the wording of an MoU before it can be considered by Council.

Council has five water authorities to deal with as referral authorities when assessing planning applications, therefore must ensure that any agreement Council signs with one water authority will not inhibit its abilities to deal with the remaining authorities.

Officers are working on the MoU and have prepared a draft Council report to present to Council once Council and G-MW have agreed on the wording of the MoU.

Question 2: From Mr Eddy Comelli, Daylesford

Is the Shire going to adopt the recommendations in the feasibility study to upgrade the East Street Bridge so as to allow access to all vehicles to the Industrial Estate?

If not, how is this area going to be accessed?

Answered by Mayor Councillor Bill McClenaghan

Council endorsed the freight strategy in late 2012 which does reference heavy vehicle movements along Stanbridge Street as being undesirable.

Work to increase height clearances under the East Street rail bridge is one of a number of options for consideration to minimise or prevent the need for Stanbridge Street to be utilised for access to the Industrial estate. However, at this stage no funds have been committed to progress this feasibility work. Council will continue to explore options for funding to progress this work.

**Question 3: From Mr Mitchel Watson, Daylesford
Daylesford & Hepburn Mineral Springs Co**

Will the Council please given written assurances that Daylesford and Hepburn Mineral Springs Co will be granted a B-Double permit for Stanbridge Street, Daylesford after March 2014 if no other option is available to access East Street with B-Double Trucks?

Answered by Mayor Councillor Bill McClenaghan

Council will consider a report on this matter (Item 10.2) later in the Agenda.

9.3. REQUESTS TO ADDRESS COUNCIL

Request to address Council in relation to Agenda Item 10.2 – Review Consent for B-Double Permit – Daylesford and Hepburn Mineral Springs Co – Stanbridge Street, Daylesford from Mr Mitchel Watson, Daylesford & Hepburn Mineral Springs Co

I would like to address the Council Meeting on 19 March 2013 in relation to Item 10.2 as it directly affects my business.

Mr Watson addressed the Council in relation to Agenda item 10.2.

10. OFFICERS' REPORTS

10.1. CLUNES COMMUNITY INTERPRETIVE CENTRE PROGRESS REPORT GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the General Manager Community Services, I Kathleen Brannigan have no interests to disclose in this report.

PURPOSE

The purpose of this report is to provide Council with a progress report about the Clunes Community and Interpretive Centre (CCIC) project for the following reporting period:

Reporting Period: 7 February 2013 – 8 March 2013

BACKGROUND

This is a great project for the township of Clunes, Hepburn Shire and the region. It will deliver enhanced services to the community and encourage increased economic activity in Clunes and surrounding communities.

The building will be created through the redevelopment and expansion of the existing Clunes Museum building, which once completed will incorporate the Clunes Library, the Clunes Museum, visitor information services and community activity and exhibition spaces.

Key focuses of the project over the next six months are the construction of the facility, ongoing engagement and consultation with the Clunes community and stakeholders, planning for the operation of the facility, relocation of the library to the new facility.

Nicholson Construction Pty Ltd (Nicholson Construction) was awarded the tender to construct the Clunes Community Interpretive Centre at the Ordinary Council meeting on 18 September 2012.

ISSUE / DISCUSSION

PROGRESS DURING REPORTING PERIOD

Construction

- Replace rotted joists completed.
- Concrete footings and slab poured for Area 3 - new building.
- Construction of block work lift well completed.
- Treatment of rising damp completed.

- Shop drawings of structural steel framing for part 1 completed.
- Shop drawings of structural steel framing for the remainder completed.
- Mechanical shop drawings complete.
- Internal walls being installed in the refurbishment area.
- Installation of structural steel complete Area 1.
- Installation of structural steel complete Area 2.
- Installation of timber floor in progress Area 2
- Installation of structural steel in progress Area 3.
- Installation of timber floor in progress Area 2.
- Rough-in of cabling to refurbishment completed, then stolen and re-done.

Theft of cabling was reported to police who have undertaken to watch the building periodically during the evenings.

Final costings for treatment adjacent to the stables are being confirmed. Deletion of rendering of the west wall and replacement of copper roof treatment with alternative material are under consideration.

Administration, Funding and Reporting

- Regional Development Australia Progress Report 4 - Milestone 5 was submitted and approved during the period.

Budget

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Design Phase	\$307,000	\$228,126	\$215,562
Construction Phase	\$2,401,000	\$2,452,050	\$2,352,289
Other (including multi-media & fit out).	\$351,000	\$428,824	\$128,582
Total	\$3,059,000	\$3,109,000	\$2,696,308

- Note a further \$50,000 Living Libraries grant has been received, increasing the total budget

Design Phase Budget - Progress and Variations

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Contract	\$200,000	\$198,800	\$198,800
Contingency	\$107,000	\$21,200	\$8,636
Tender	-	\$8,126	\$8,126
Total	\$307,000	\$228,126	\$215,562

Construction Phase Budget - Progress and Variations

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Contract	\$2,276,000	\$2,298,709	\$2,298,709
Contingency	\$113,000	\$62,341	-
Electricity supply	-	\$50,000	\$13,544
Tender	-	\$1,000	\$718
Sewer	\$12,000	\$40,000	\$39,318
Total	\$2,401,000	\$2,452,050	\$2,352,389

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

We will create healthier, safer more vibrant communities.

FINANCIAL IMPLICATIONS

The Clunes Community and Interpretive Centre development has been made possible through funding contributions from the Federal Government Regional Development Australia Fund, the Victorian State Government Living Libraries program, Hepburn Shire Council and the Clunes Museum.

Previous variations approved balanced out and had no impact on the contingency budget.

As reported in February, the option of replacing the flooring on the first floor rather than repair as originally specified was being considered and has now been recommended at an additional cost of \$19, 895.

A summary of variations received to date and status is below.

Variations	Cost (ex-GST)	Status
Energy Monitoring	- \$19,750	Approved
Latent conditions to skillion	+ \$17, 302	Approved
Removal of foundations of old toilet block	+ \$ 8,000 (approximately - figure to be confirmed)	Recommended
Removal of foundations, concrete upstand and additional concrete works	+ \$11, 397	Recommended
Replace first floor	+ \$19, 895	Recommended
Delete glass floor panels	- \$3,000	Recommended
Reduced timber studs	-\$4,393	Recommended
Reduced sump at lift	-\$181	Recommended

These variations will eat into the contingency budget with additional costs of \$39,292 offset by deletions and reductions of \$7,574 leaving a contingency balance of \$30,623. It is anticipated that now that refurbishment works in the old building are underway and the new building commenced, there is less risk of variations. This, however, will continue to be closely monitored.

RISK IMPLICATIONS

The following summarises the key risks and actions taken during the reporting period in relation to the project.

Key Risks	Controls Implemented	Additional Controls / Next Steps
Potential injuries to workers and the public resulting from renovation works.	Ongoing monitoring against the Site Safety Plan by Senior Project Engineer.	Continue to monitor safety plan.
The community is not involved in decision making in relation to operation of the facility and therefore does not embrace and use the facility.	Engagement with the Community Reference Group and key users of the new building has commenced and is continuing in relation to the operation, governance and fit out of the building. Working group is meeting regularly to update business plan and fit out requirements.	Business plan and fit out requirements to be finalised in order to submit budget requirements for 2013-2014.
Construction is delayed resulting in delays in opening the facility and community dissatisfaction with council's project management.	Regular progress reviews with builders. Detailed project timeline is updated every three weeks and circulated to Project Control Group. Senior Project Engineer monitors progress against timelines and reports any issues to the Project Control Group.	Continue to monitor timelines.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Clunes town map has been relocated to Collins Place.

Nicholson's have provided the following report against social procurement targets for end February:

Use of staff from local area - Utilised 80% of trades from the Ballarat and outlying areas to complete works.

Level of local content - Trades working to date - carpentry, concrete, structural steel, hydraulic, electrical.

Expenditure in local businesses and use of local tradespeople and suppliers- Local shops providing food & drink. Local trades have expressed interest which are evaluated on a case by case basis. Local accommodation has been utilised during structural steel installation stage.

Work experience placements: Nicholson's have existing work experience program and would gladly open this to local young people.

Number of apprentices employed: Nicholson's employ three apprentices

Old glass bottles and clay jars have been unearthed from excavations and are currently securely stored on site, pending decision about future location.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The next Community Reference Group is scheduled to meet on 25 March 2013.

CONCLUSION

This report provides Council with an update on progress of the Clunes Community and Interpretive Centre project for the reporting period 7 February – 8 March 2013.

OFFICER'S RECOMMENDATION

- 10.1.1 That Council receives and notes the progress report for the period 7 February – 8 March 2013.

MOTION

<p><i>10.1.1. That Council receives and notes the progress report for the period 7 February - 8 March 2013.</i></p>

Moved: Councillor Neil Newitt
Seconded: Councillor Don Henderson
Carried.

10.2. REVIEW CONSENT FOR B-DOUBLE PERMIT – DAYLESFORD AND HEPBURN MINERAL SPRINGS CO – STANBRIDGE STREET, DAYLESFORD

GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as the Manager Assets and Engineering Services, I Richard Russell have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to review the consent given for the renewal of a permit to use Stanbridge Street, Daylesford for B-Double and commercial trucks (heavy vehicles) to access the East Street, Daylesford industrial precinct.

BACKGROUND

At its Ordinary Meeting on 19 February 2013, Council considered the renewal of a permit to use Stanbridge Street, Daylesford for B-Double and commercial vehicles access as per application received from Daylesford and Hepburn Mineral Springs Co and determined:

That Council:

10.6.1. Consents to the issue of a permit to Daylesford and Hepburn Mineral Springs Co to operate B-Doubles and Commercial Trucks in Stanbridge Street, Daylesford for 12 months from 20 February 2013 subject to the following conditions:

- Hours of operation 9.00 am to 6.00 pm excluding signed school zone times*
- The use of compression brakes to be avoided*
- Whenever possible, vehicles should use the East Street/Midland Highway route. Hours of operation remain from 9.00am to 6.00pm excluding signed school zone times and the use of compression brakes to be avoided.*

10.6.2. Informs the applicant and all other B-Double permit holders for Stanbridge Street, Daylesford that further B-Double permits beyond 20 February 2014 may not be consented to, in accordance with Council's Freight Strategy.

The inclusion of commercial vehicles in the above consent was unintended as it applies and restricts all vehicles over 4.5 tonnes and was a result of an administrative error in the Officer's Report.

ISSUE / DISCUSSION

Access to the East Street industrial precinct is restricted by a railway bridge which has a height limit of 3.7 metres. This height restriction prevents trucks that operate at the legal height of up to 4.6 metres from using East Street to access the industrial precinct. The alternative route for trucks over 3.7 metres to access East Street is Central Springs Road or Stanbridge Street. Of these two streets, Stanbridge Street has lower grades whereas Central Springs Road has steeper grades and a more difficult truck route alignment.

The use of B-Double and Higher Mass vehicles requires a permit to operate on local roads under Council's control as these vehicles exceed the limits of the Victorian Traffic Regulations.

The operation of commercial vehicles on Council managed local roads is governed by the Victorian Traffic Regulations, however given there is a Council imposed 16 tonne load limit on Stanbridge Street, Daylesford, Council consent is also required to operate vehicles exceeding this load. This should not apply to commercial vehicles below this load limit.

In order to correct this unintended outcome, Council should revoke the prior consent given and reconsider consent for the use of B-Double vehicles and commercial vehicles above 16 tonnes only.

As outlined in the initial report, there is concern from residents regarding the use of Stanbridge Street as a heavy vehicle access route to the industrial precinct; however, currently there is no available alternative route. An investigation into improving height clearance of the railway bridge and installation of measures to discourage trucks using Stanbridge Street are high priorities in Council's recently adopted Freight Strategy. Insufficient investigation has been undertaken to date to enable cost estimates for this option to be prepared.

A further alternative for heavy vehicle access to the East Street Industrial Estate is the construction of suitable infrastructure in Lyman Street which is currently unmade for the large part. Very preliminary consideration for this road upgrade would suggest costs estimated at around \$800,000. This option was explored as part of the development of the Freight Strategy as a proposed bypass route from the Midland Highway to the Ballan Road, bypassing the centre of Daylesford. This option was not included in the

Strategy due to difficulties of road construction and associated costs required to join with the Ballan Road.

To discourage unnecessary heavy vehicle movements along Stanbridge Street, a low cost signage treatment has recently been installed which aims to restrict large vehicle access without a specific need to access this area. Other works, including a reconfigured intersection alignment, will form part of Council's 2013-2014 budget deliberations.

Whilst an extension in operation hours for B-Double vehicles was sought (5.30am to 9.00pm) to coincide with truck driver rosters, given the safety concerns of residents in relation to the use of Stanbridge Street for heavy vehicle traffic, an extension beyond normal working hours is not considered appropriate at this time. Therefore, the recommendation is not to extend the hours of operation of the permit.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council's Freight Strategy 2012 provides a framework for the consideration of issues relating to heavy vehicle movements around the Shire. The Strategy has recommendations relating specifically to this location and a plan of action for Council to improve outcomes for residents and businesses around the East Street industrial precinct.

FINANCIAL IMPLICATIONS

The main financial implications arising from this request for a permit renewal relate to wear and tear on the road. Due to the minimal expected B-Double movements, this consent is not expected to have significant detrimental impact on the road. Evidence gathered through the Council's road asset management system indicates there is no significant or unanticipated deterioration of the road during the time of the previous permit.

RISK IMPLICATIONS

No specific risks are believed to be associated with granting consent for the renewal of this permit to use Stanbridge Street. The lawful use of this road which is a 50 kph speed zone, by B-Doubles is not expected to increase risks that may already exist.

The Daylesford Skate Park is located on Stanbridge Street but is some distance from the road and has been operating during the operation of the previous permit. The new playground located beside Stanbridge Street, is accessed from Duke Street where parking is provided for users of the park.

Some concerns have also been raised about the use of B-Doubles in Stanbridge Street as they travel down hill towards the school zone in Vincent Street.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Council is obliged to provide an acceptable access route for industries located in East Street but also respect the wishes of residents in Stanbridge Street. Stanbridge Street is the most economical route for Daylesford and Hepburn Mineral Springs Co to transport goods to and from their factory in East Street in comparison to Central Springs Road. The granting of a conditional permit is an endeavour to balance the needs of Daylesford and Hepburn Mineral Springs Co and the amenity of the Stanbridge Street residents until a suitable alternative route is available.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

During the Freight Strategy public consultations, it was acknowledged that Stanbridge Street is not the preferred route to access the industrial precinct. Until the East Street bridge provides high clearance or an alternative route is available, the use of Stanbridge Street remains the only practical option in the short term. This permit request will effectively continue the current arrangement and is not expected to create any changes to the current amenity of the residents.

CONCLUSION

The Daylesford and Hepburn Mineral Springs Co seeks to renew its permit to use Stanbridge Street in Daylesford for B-Double access which was considered by Council at its February meeting. Unfortunately, the conditional consent endorsed at the February meeting included restricting all commercial vehicle access which was not intended.

Following a review of this, Council seeks to revoke the previous consent and now provide consent for the issuing of a permit for the use of B-Double vehicles and commercial vehicles exceeding 16 tonnes along Stanbridge Street, Daylesford for a further period of 12 months from 20 March 2013 to enable access to the East Street industrial precinct for this business.

OFFICER'S RECOMMENDATION

That Council:

- 10.2.1 Revokes all prior consent for Daylesford and Hepburn Mineral Springs Co to operate B-Double and Commercial Vehicles in Stanbridge Street, Daylesford for 12 months from the 20 February 2013.
- 10.2.1 Consents to the issue of a permit to Daylesford and Hepburn Mineral Springs Co to operate B-Double trucks and commercial vehicles exceeding 16 tonnes in Stanbridge Street, Daylesford for 12 months from 20 March 2013 subject to the following conditions:
- Hours of operation 9.00 am to 5.00 pm
 - The use of compression brakes to be avoided.
 - Whenever possible, vehicles should use the East Street/Midland Highway route. Hours of operation remain from 9.00 am to 5:00 pm and the use of compression brakes to be avoided.

MOTION

That Council:

- 10.2.1. *Revokes all prior consent for Daylesford and Hepburn Mineral Springs Co to operate B-Double and Commercial Vehicles in Stanbridge Street, Daylesford for 12 months from the 20 February 2013.*
- 10.2.2. *Consents to the issue of a permit to Daylesford and Hepburn Mineral Springs Co to operate B-Double trucks and commercial vehicles exceeding 16 tonnes in Stanbridge Street, Daylesford for 24 months from 20 March 2013 subject to the following conditions:*
- *Hours of operation 9.00 am to 6.00 pm excluding signed school zone times.*
 - *The use of compression brakes to be avoided.*
 - *Whenever possible, vehicles should use the East Street/Midland Highway route.*
- 10.2.3. *Requests a further report to Council that details:*
- *The number of existing B-Double permits in place for Stanbridge Street and East Street, Daylesford and their respective expiry dates;*
 - *Traffic flow statistics for Stanbridge Street and East Street Daylesford, including speed profile and number of heavy vehicle movements.*

Moved: Councillor Pierre Niclas

Seconded: Councillor Kate Redwood

Carried.

AMENDMENT

That Council:

- 10.2.1. *Revokes all prior consent for Daylesford and Hepburn Mineral Springs Co to operate B-Double and Commercial Vehicles in Stanbridge Street, Daylesford for 12 months from the 20 February 2013.*
- 10.2.2. *Consents to the issue of a permit to Daylesford and Hepburn Mineral Springs Co to operate B-Double trucks and commercial vehicles exceeding 16 tonnes in Stanbridge Street, Daylesford for 12 months from 20 March 2013 subject to the following conditions:*
- *Hours of operation 9.00 am to 6.00 pm excluding signed school zone times.*
 - *The use of compression brakes to be avoided.*
 - *Whenever possible, vehicles should use the East Street/Midland Highway route.*
- 10.2.3. *Requests a further report to Council that details:*
- *The number of existing B-Double permits in place for Stanbridge Street and East Street, Daylesford and their respective expiry dates;*
 - *Traffic flow statistics for Stanbridge Street and East Street Daylesford, including speed profile and number of heavy vehicle movements.*

Moved: Councillor Neil Newitt

Seconded: Nil

Lapsed.

10.3. MONTHLY FINANCIAL REPORT – AS AT 28 FEBRUARY 2013

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance, I Anthea Lyons, have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present to Council the financial performance for the 2012-2013 financial year up to 28 February 2013.

BACKGROUND

This report provides information on Council's operating performance for the period 1 July 2012 to 28 February 2013 based on the mid year budget review adopted by Council in December 2012.

ISSUE / DISCUSSION

Income Statement

The year to date operating result is a \$15.2 million surplus. The surplus is \$2.2 million ahead of YTD budget. This is primarily due to the timing of flood reimbursements, non recurrent grant receipts and expenditure being \$500K lower than YTD budget.

Refer to the Income Statement attached for full details.

Balance Sheet

Cash at 28 February 2013 totals \$14.1 million and debtors are \$7.1 million.

Rate debtors are \$5.4 million. Of this debtor balance, \$391K relates to rates and charges from prior years. This arrears balance has reduced by \$506K since 30 June 2012 due to debt collection activities.

Refer to the Balance Sheet attached for full details.

Capital Works & Projects

To date \$8.8 million has been spent or committed for capital works and \$1.4 million on other projects, which totals 64% of the budget.

The flood works capital budget is \$12.6 million of which \$6.6 million has been spent or committed to date. This equates to 52% of the budget.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Under Section 138 of the *Local Government Act 1989* a report comparing expenses and revenue to budget must be presented at least quarterly to the Council in a meeting which is open to the public.

FINANCIAL IMPLICATIONS

The reports attached provide the opportunity for constant review of Council's financial position.

RISK IMPLICATIONS

The internal financial report is required to assist in decision making and ensure departments do not exceed their budget.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

None noted.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, level 1 engagement has been undertaken. This information will be made available to the public via the minutes published on the Council's website.

CONCLUSION

The report on the financial performance of Council for the eight months to 28 February 2013 has been reported.

OFFICER'S RECOMMENDATION

10.3.1 That Council receives and notes the Monthly Financial Report for the eight months from 1 July 2012 to 28 February 2013.

MOTION

<p>10.3.1. <i>That Council receives and notes the Monthly Financial Report for the eight months from 1 July 2012 to 28 February 2013.</i></p>

Moved: Councillor Neil Newitt
Seconded: Councillor Sebastian Klein
Carried.

**ATTACHMENT 1 - FINANCIAL REPORT FOR PERIOD ENDING 28
FEBRUARY 2013**

Income Statement
For the period ending 28 February 2013

	Revised Budget 2012/13 \$'000	YTD Budget 2012/13 \$'001	YTD Actual 2012/13 \$'000	Variance YTD Budget to YTD Actual \$'000	
Revenues from ordinary activities					
Rates & charges	15,719	15,776	15,783	7	0%
User Fees, Statutory fees & fines	1,265	846	825	(21)	-2%
Grants - Recurrent	4,118	2,474	2,536	62	3%
Grants - Non recurrent	5,617	2,127	3,036	908	43% ¹
Contributions	144	17	101	84	502% ²
Other revenue	14,203	9,522	10,197	675	7% ³
Total revenue	41,066	30,762	32,478	1,716	6%
Expenses from ordinary activities					
Employee benefits	10,887	7,479	7,322	157	2% ⁴
Materials and services	12,486	6,860	6,538	322	5% ⁵
Bad and doubtful debts	5	3	-	3	100%
Depreciation/amortisation	5,150	2,575	2,575	-	0%
Finance costs	271	245	239	7	3%
Other expenses	819	599	594	5	1%
Total expenses	29,618	17,761	17,267	494	3%
Surplus (deficit) for the year	11,448	13,001	15,210	2,210	17%

1. This variance is due to timing of grants associated with Advancing Country Towns, Municipal fire & Emergency Management and the flood mitigation project (\$634K). These are not additional grants.

2. Contributions of \$50K from clunes museum and \$17.5K from crossing borders and tracks is a timing issue only, \$18K Vic Park (Clunes) is an additional contribution.

3. This variation is a result of flood recovery reimbursements being received in advance of YTD budget. Plus an increase of \$88K to budget in interest income and \$29K more in lease revenue.

4. Employee benefits vary to budget because the Communications Officer position \$30K is filled by a contractor, Transport Connections position \$23K also filled by a contractor, these payments are allocated to materials and services. \$36K of outdoor employee costs have been included in capital expenditure this a timing issue only.

5. This variation includes a) waste under by \$80K due to recycling being transported directly to Ballarat and greenwaste yet to be mulched. b) Transport connection \$114k ahead of budget due to employee benefits (see comments above) and projects being completed ahead of budget. c) Additional costs for plant maintenance \$77K timing issue only. d) Infrastructure project \$217K under budget because of a timing difference on Mt Beckworth. e) Sustainable development and economic development projects have been delayed.

Balance Sheet as at 28 February 2013

	28/02/2013 Actual \$000's
Assets	
Current assets	
Cash and cash equivalents	14,075
Trade and other receivables	7,085
Other Assets	15
Total current assets	21,176
Non-current assets	
Financial assets	521
Investments in associates accounted for using the equity method	114
Property, plant and equipment, infrastructure	195,862
Total non-current assets	196,497
Total assets	217,673
Liabilities	
Current liabilities	
Trade and other payables	(1,314)
Trust funds and deposits	(941)
Provisions	(1,826)
Interest-bearing loans and borrowings	(95)
Total current liabilities	(4,175)
Non-current liabilities	
Provisions	(580)
Interest-bearing loans and borrowings	(3,641)
Other Liabilities	(1,628)
Total non-current liabilities	(5,849)
Total liabilities	(10,024)
Net Assets	207,649
Equity	
Accumulated surplus	(117,301)
Surplus YTD	(15,210)
Reserves	(75,137)
Total Equity	(207,649)

*** Note there is no prior year comparative due to roll over of finance systems in late February 2012.*

Cashflow Statement
For the period ending 28 February 2013

	28/02/2013 Actual
	\$'000
Cash flows from operating activities	
<i>Receipts</i>	
Rates & charges	11,708
Statutory & user fees and fines	825
Grants	4,821
Other revenue	9,857
Interest	384
	27,596
<i>Payments</i>	
Employee costs	(7,692)
Materials & consumables	(8,226)
Finance costs	(239)
Other expenses	(594)
	(16,751)
Net cash provided by operating activities	10,845
Cash flows from investing activities	
Proceeds from property, plant and equipment	57
Payments for property, plant and equipment	(9,850)
Net cash used in investing activities	(9,793)
Cash flows from financing activities	
Proceeds from borrowings	-
Repayment of borrowings	(449)
Net cash provided by (used in) financing activities	(449)
Net decrease in cash & cash equivalents	603
Cash & cash equivalents at beginning of year	13,473
Cash & cash equivalents at end of period	14,075

*** Note there is no prior year comparative due to roll over of finance systems in late February 2012.*

10.4. BUDGET 2013-2014 FEES AND CHARGES

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance, I Anthea Lyons have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider the 2013-2014 Schedule of Fees and Charges.

BACKGROUND

Section 127(1) of the *Local Government Act 1989* requires that Council prepares a budget for each financial year and that it be adopted by 31 August (Section 130 (3) of the Act).

To facilitate the timely preparation and review of the 2013-2014 budget, the Schedule of Fees and Charges for 2013-2014 have been reviewed and updated by Council officers for Council's consideration.

ISSUE / DISCUSSION

Fees and charges are grouped by functional area and include the following:

- Visitor Information Centre
- Compliance
- Building Services
- Town Planning related information
- Environmental Health
- Domestic and Commercial Waste
- Daylesford - Victoria Park, Wombat Gardens & Lake Foreshore
- Creswick Town Hall
- Daylesford Town Hall
- Photocopying/Printing
- Rates Information
- Freedom of Information
- Community Housing
- Dishonoured Payments
- Home and Community Care Services
- Technical Services
- Community Hire Facilities

Fees and charges are reviewed taking into consideration some or all of the following factors, depending on the category:

- Anticipated changes in costs associated with delivering the service
- CPI (2.50% used)
- Statutory charge set by the State Government
- Benchmarking with other Councils

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council has a statutory responsibility to prepare and adopt a budget (Section 127(1)). Statutory fees and charges will be changed in accordance with legislation.

FINANCIAL IMPLICATIONS

Revenue estimates from the Schedule of Fees and Charges will be included in the Draft Budget 2013-2014.

RISK IMPLICATIONS

There are no significant risk implications noted with this process.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

In most cases, where fees and/or charges have been increased it has been in line with CPI, therefore no significant social or economic implications noted.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Schedule of Fees and Charges, together with the other components of the Draft Budget 2013-2014 will be publicly available as part of the budget submission process in accordance with Section 223 of the *Local Government Act 1989*.

A public communication plan will be developed in accordance with the Hepburn Shire Community Engagement Framework to coincide with the public display of the Draft Budget 2013-2014.

CONCLUSION

The Schedule of Fees and Charges for 2013-2014 has been developed using a combination of anticipated changes in costs associated with delivering the services, CPI (2.50% used), statutory charges set by the State Government and benchmarking with other Councils.

OFFICER'S RECOMMENDATION

- 10.4.1 That Council approves the Schedule of Fees and Charges for 2013-2014 for inclusion in the Draft 2013-2014 Budget.

MOTION

- 10.4.1. That Council approves the Schedule of Fees and Charges for 2013-2014 for inclusion in the Draft 2013-2014 Budget.*

Moved: Councillor Neil Newitt
Seconded: Councillor Kate Redwood
Carried.

**ATTACHMENT 2 - PROPOSED SCHEDULE OF FEES AND CHARGES
2013-2014**

SCHEDULE OF FEES AND CHARGES

This appendix presents a listing of the Fees and Charges that will apply for the 2013/14 year.

The fees and charges are grouped by functional area and include the following:

- Visitor Information Centre
- Compliance
- Building Services
- Town Planning related information
- Environmental Health
- Domestic and Commercial Waste
- Daylesford - Victoria Park, Wombat Gardens & Lake Foreshore
- Creswick Town Hall
- Libraries
- Daylesford Town Hall
- Photocopying/Printing
- Rates Information
- Freedom of Information
- Dishonoured Payments
- Home and Community Care Services
- Technical Services
- Community Hire Services

All these items include GST, except where denoted with a *

HEPBURN COMMUNITY CARE HACC SERVICES

Program	Fee/Charge 2012/13 Incl GST			Fee/Charge 2013/14 Incl GST		
	Low*	Medium	High	Low*	Medium	High
Planned Activity Group*	\$6.50	N/A	N/A	\$13.20	\$13.20	\$18.00
	\$6.50	N/A	N/A			
House-keeping*	\$5.50	\$13.00	Full Cost	\$5.60	\$13.20	\$28.50
Personal Care*	\$3.75	\$7.50	Full Cost	\$3.80	\$7.60	\$28.50
Respite Care*	\$3.00	\$4.50	Full Cost	\$2.80	\$4.20	\$28.50
Property Maintenance*	\$10.50	\$15.50	Full Cost	\$10.70	\$15.80	\$28.50
Delivered Meals*	\$7.50	\$7.50	\$47.50	\$7.60	\$7.60	\$7.60

Community Services

Use	Fee/Charge 2012/13 (Incl GST)	Fee/Charge 2013/14 (Incl GST)
Marquee Hire		
6 x 6 m	\$155.00	\$0.00
12 x 6 m	\$205.00	\$0.00
BBQ Hire	\$68.00	\$70.00
Council Gateway Frames	Nil	Nil
Bonds*		
Marquee	\$305.00	\$310.00
BBQ	\$42.00	\$44.00
Council Gateway Frames	Nil	Nil

Libraries

Use	Fee/Charge 2012/2013 Incl GST	Fee/Charge 2013/14 Incl GST
Fines	\$0.25 cents per day per item to a maximum of \$5.00	\$0.25 cents per day per item to a maximum of \$5.00
Holds	Free (Maximum of 10 holds)	Free (Maximum of 30 holds)
Inter Library Loans	\$2.00 plus other charges incurred*	\$2.00 plus other charges incurred*
Inter Library Loans - Universities	\$18.50	\$18.50
Replacement card	\$2.00	\$2.00
Photocopying A3	\$0.40	\$0.40
Photocopying A4	\$0.20	\$0.20
Colour printing A4	\$1.00	\$1.00
Colour printing A3	\$1.60	\$1.60
Scanning	\$0.50	\$0.50
Fax receiving	\$0.40	\$0.40
Fax sending	\$2.20	\$2.20
	\$1.10	\$1.10
Lost or damaged items	Cost of replacement	Cost of replacement
Processing fee	\$5.50	\$5.50
Debt Collection Charge	\$15.00	\$15.00
Book Covering	\$5.50 per item	\$5.50 per item
Book Club Packages		
• Private Book Club	\$140 per club per year	\$140 per club per year
• Library Book Club	\$44 per person per year	\$44 per person per year
Book Sales	From \$0.20 per item	From \$0.20 per item
Events	Variable fee from Free to \$80	Variable fee from Free to \$80

Daylesford ARC

Use	Fee/Charge 2012/2013 Incl GST	Fee/Charge 2013/14 Incl GST
Court Hire		
Court 1 per hour	\$40.50	\$41.50
Court 2 per hour	\$40.50	\$41.50
Court 3 per hour	\$30.00	\$31.00
Spectator	\$0.00	\$0.00
Squash Court Rental	\$12.50	\$13.00
Racquet Hire	\$3.00	\$3.50
School Holiday Program per child	\$10.50	\$11.00
Sports Clinics	\$6.50	\$7.00
Group Fitness	\$11.50	\$12.00
Group Fitness Concession	\$9.50	\$10.00
Theatre		
Theatre - Community	\$41.00	\$42.00
Theatre - Commercial	\$56.00	\$57.50
Multipurpose Room - Community	\$26.00	\$27.00
Multipurpose Room - Commercial	\$32.00	\$33.00
Kiosk	\$26.00	\$27.00
Umpire/Meeting Room - Community	\$10	\$10.50
Umpire/Meeting Room - Commercial	\$13.00	\$13.50

Swimming Pools

Use	Fee/Charge 2012/13 Incl GST	Fee/Charge 2013/14 Incl GST
Family Season Ticket	\$136.00	\$140.00
Adult Season Ticket	\$87.50	\$89.00
Child's Season Ticket	\$57.00	\$58.00
Adult Entry	\$4.20	\$4.30
Concession Entry	\$3.70	\$3.80
Child Entry	\$3.20	\$3.30
Spectators	\$1.00	\$1.00
School Entry per Student	\$1.60	\$1.60

DAYLESFORD – VICTORIA PARK/WOMBAT HILL BOTANIC GARDENS/LAKE

Use	Fee/Charge 2012/13 (incl GST)	Recommended Fee/Charge 2013/14 (incl GST)
All Reserves		
Personal Training / year (2x/wk)		\$158.00
Victoria Park		
Function (1 Day)	\$756.00	\$775.00
Function (2 Days)	\$1,079.00	\$1,106.00
Function (2+ Days)	\$1,079.00 for first 2 days + \$270.00 per	\$1,106.00 for first 2 days + \$280.00 per
Daylesford Football Club	\$1,404.00	\$1,439.00
Daylesford Cricket Club	\$378.00	\$387.00
Insurance admin fee (If no Certificate of Currency is provided)	\$41.00	\$45.00
Bonds		
Keys	\$50.00	\$50.00
Meetings	\$500.00	\$500.00
Functions	\$800.00	\$800.00
Functions with alcohol	\$1,000.00	\$1,000.00
Special Conditions		
Hepburn Shire Community Not For Profit	1. Hire fees to be waived (bond and if applicable insurance fees must still be paid)	1. Hire fees to be waived (bond and if applicable insurance fees must still be paid)
Hepburn Shire Council Sponsored Events	1. Hire fees to be waived (bond and if applicable insurance fees must still be paid) 2. Council must be recognised as providing sponsorship/support for the event.	1. Hire fees to be waived (bond and if applicable insurance fees must still be paid) 2. Council must be recognised as providing sponsorship/support for the event.
Wombat Hill Botanic Gardens		
Wedding	\$162.00	\$166.00
Lake Foreshore		
Wedding	\$162.00	\$166.00

CRESWICK TOWN HALL

Use	Fee/Charge 2012/13 (incl. GST)	Fee/Charge 2013/14 (incl. GST)
Rehearsals/Regular User	\$33.00	\$34.00
Meetings	\$109.00	\$112.00
Functions	\$129.00	\$132.00
Functions with alcohol	\$152.00	\$156.00
Insurance admin fee (If no Certificate of Currency is provided)	\$41.00	\$45.00
Bonds		
Keys	\$50.00	\$50.00
Meetings	\$100.00	\$100.00
Functions	\$200.00	\$200.00
Functions with alcohol	\$500.00	\$500.00
Special Conditions		
Hepburn Shire Community Not For Profit	\$0.00 (bonds and insurance admin fees still apply)	\$0.00 (bonds and insurance admin fees still apply)

DAYLESFORD TOWN HALL

Use	Fee/Charge 2012/13 Incl GST	Fee/Charge 2013/14 Incl GST
Rehearsals	\$48.00	\$50.00
Meetings	\$173.00	\$177.00
Functions	\$205.00	\$210.00
Functions with alcohol	\$248.00	\$255.00
Set up day	\$86.00	\$88.00
Senior Citizens Rooms	\$86.00	\$88.00
Senior Citizens Crockery	\$58.00	\$59.00
PA System	\$38.00	\$40.00
Insurance admin fee (If no Certificate of Currency is provided)	\$41.00	\$45.00
Bonds		
Keys	\$50.00	\$50.00
Meetings	\$100.00	\$100.00
Functions	\$200.00	\$200.00
Functions with alcohol	\$500.00	\$500.00
Functions with alcohol > 200 People	\$1,000.00	\$1,000.00
Special Conditions		
Hepburn Shire Community Not For Profit	\$0.00 (bonds and insurance admin fees still apply)	\$0.00 (bonds and insurance admin fees still apply)

PHOTOCOPYING / PRINTING		
Use	Fee/Charge 2012/13 Incl GST	Fee/Charge 2013/14 Incl GST
A4 per side - Black & White	\$0.40	\$0.45
A4 per side - Colour	\$1.00	\$1.20
A3 per side - Black & White	\$0.80	\$1.00
Colour A3 per side	\$1.60	\$2.00
Copy Plans A2	\$20.00	\$20.00
Copy Plans A1	\$25.00	\$25.00
Copy Plans A0	\$30.00	\$30.00
A4 Dyscale	\$11.00	\$11.00
A3 Dyscale	\$16.00	\$16.00
A2 Dyscale	\$35.00	\$35.00
A1 Dyscale	\$40.00	\$40.00
AO Dyscale	\$45.00	\$45.00
Tender documents	\$50.00	\$50.00
RATES INFORMATION		
Use	Fee 2012/2013 Incl GST	Recommended Fee 2013/14 Incl GST
Land information certificate*	\$20.00	
Duplicate/Reprint Rates Notice	\$10.00	\$10.00
Rate search 15 Years	\$58.00	\$58.00
Rate search 30 Years	\$116.00	\$116.00
FREEDOM OF INFORMATION		
Use	Fee 2012/2013 Incl GST	Recommended Fee 2013/14 Incl GST
Freedom of information access supervision fee (per 1/4 hr) *	\$5.00	
Freedom of information search fee (per hr) *	\$20.00	
Freedom of information lodgement fee *	\$25.10	

COMMUNITY HOUSING		
Use	Fee 2012/2013 Incl GST	Recommended Fee 2013/14 Incl GST
Community housing units	Rents are calculated at 25% of household income except for Centrelink family related payments. Effective from 24 July 2011, the rebated rent is calculated at 15% of Centrelink family payments.	Rents are calculated at 25% of household income except for Centrelink family related payments. Effective from 24 July 2011, the rebated rent is calculated at 15% of Centrelink family payments.
DISHONOURD PAYMENTS		
Use	Fee 2012/2013 Incl GST	Recommended Fee 2013/14 Incl GST
Direct Debit fee	\$5.00	\$15.00
Dishonoured cheque fee	\$9.00	\$15.00
* Denotes fees as determined by legislation and therefore subject to any change in legislation		

DOMESTIC & COMMERCIAL WASTE - TIPPING FEES SCHEDULE

Item	Current Fee 2012/2013 (incl GST)	Recommended Fee 2013/14 (incl GST)
DOMESTIC & COMMERCIAL WASTE		
Car/Boot Load (½m³ max)	\$16.00	\$17.00
Utility/Small Trailer (1.0 m³ max)	\$32.00	\$34.00
Small Truck/Tandem Trailer (2.0 m³ max)	\$64.00	\$68.00
Other Loads that are non commercial / m3	\$30.00	\$32.00
Commercial Waste	n/a	n/a
Approved Green Waste	\$16.00	\$17.00
Approved Domestic Recyclables	no charge	no charge
Approved Commercial Recyclables	no charge	no charge
Commercial Paper & Cardboard Recyclable	\$16.00	\$17.00
Commercial Paper & Cardboard Non Recyclable	\$32.00	\$34.00
TYRES		
Car	\$4.00	\$4.00
Light Truck	\$30.00	\$30.00
Truck	\$60.00	\$60.00
Tractor – Small	\$130.00	\$130.00
Tractor – Large	\$200.00	\$200.00
Rims only	No Charge	No Charge
OTHER		
Paint	No Charge	No Charge
Oil	No Charge	No Charge
Batteries	No Charge	No Charge
Scrap Steel	No Charge	No Charge
Car Bodies	No Charge	No Charge
Refrigerators & Freezers (Degassed)	No Charge	No Charge
Refrigerators & Freezers (Gassed)	\$50.00	\$52.00
TV		\$5.00
Mattresses	\$22.00	\$24.00
Sale of Garbage bins		
120ltr bin	\$50.00	\$50.00
240ltr bin	\$65.00	\$65.00

Note: Approved Recyclables must be sorted and placed in containers provided

Technical

Use	Fee 2012/2013 Incl GST	Recommended Fee 2013/14 Incl GST
Legal Point of Discharge Fees*	\$58.17	\$56.45
Consent to Work on Road		
Where Speed greater than 50 kph		
Works on a Road, Shoulder or Pathway max speed greater than 50 kph	45 fee units	\$563.85
Road but NOT on Roadway, Shoulder or Pathway	25 fee units	\$313.25
Minor Works on a Road, Shoulder or Pathway	11.5 fee units	\$144.10
Minor Works but NOT on Roadway, Shoulder or Pathway	5 fee units	\$62.65
Where Speed not more than 50 kph		
Works on a Road, Shoulder or Pathway	20 fee units	\$250.60
Road but NOT on Roadway, Shoulder or Pathway	5 fee units	\$62.65
Minor Works on a Road, Shoulder or Pathway	11.5 fee units	\$144.10
Minor Works but NOT on Roadway, Shoulder or Pathway	5 fee units	\$62.65

VISITORS INFORMATION CENTRE

Use	Fee/Charge 2012/13 (incl GST)	Fee/Charge 2013/14 (incl GST)
Level One VIC fees	\$105	\$108
Level Two VIC fees	\$155	\$159
Level Three VIC fees	\$190	\$195
Level Four VIC Fees	\$360	\$369
Level Five VIC Fees	\$460	\$471
Special Conditions		
VIC fees for volunteers.		
To be entitled to the discount you must:		
1. Be on the permanent roster, or complete a minimum of ten shifts per annum on the emergency roster, and		
2. This discount is for one business only displayed in a single brochure section.		
Level One VIC Volunteers fees	\$0	\$0
Level Two VIC Volunteers fees	\$0	\$0
Level Three VIC Volunteers fees	\$65	\$67
Level Three VIC Volunteers fees	\$125	\$128
Level Three VIC Volunteers fees	\$180	\$184

COMPLIANCE

Description	Fee/Charge 2012/2013 (Incl GST)	Fee/Charge 2013/14 (Incl GST)
Registration Fees		
Dog – full fee*	\$78.00 GST exempt	\$80.00 GST exempt
Dog – discounted fee*#	\$26.00 GST exempt	\$27.00 GST exempt
Cat – full fee*	\$65.00 GST exempt	\$67.00 GST exempt
Cat – discounted fee*#	\$22.00 GST exempt	\$23.00 GST exempt
Replacement Tags	\$6.00 GST exempt	\$7.00 GST exempt
Domestic Animal Impound Release Fees		
Unregistered dog not desexed	\$140.00 GST exempt	\$144.00 GST exempt
Unregistered dog desexed	\$140.00 GST exempt	\$144.00 GST exempt
Registered dog not desexed	\$140.00 GST exempt	\$144.00 GST exempt
Registered dog desexed	\$140.00 GST exempt	\$144.00 GST exempt
Unregistered cat not desexed	\$95.00 GST exempt	\$98.00 GST exempt
Unregistered cat desexed	\$95.00 GST exempt	\$98.00 GST exempt
Registered cat not desexed	\$95.00 GST exempt	\$98.00 GST exempt
Registered cat desexed	\$95.00 GST exempt	\$98.00 GST exempt
Local Law Permits		
Permits issued in accordance with the provisions of General local Law No.2	To range from \$20.00 to \$500, depending on permit requested	To range from \$10.00 to \$500, depending on permit requested
Fire Prevention		
Private grass slashing administration fee which is in addition to the contractors charges	\$130.00	\$134.00
Parking Fines		
Overstaying time*	\$62.00	
In No Parking area*	\$62.00	
Not within parking bay*	\$62.00	
Not completely within parking bay*	\$62.00	

COMPLIANCE

Description	Fee/Charge 2012/2013 (Incl GST)	Fee/Charge 2013/14 (Incl GST)
Street Furniture - All fees associated with the street furniture, goods for sale & a-frame signs are reduced by 50% outside of the designated Daylesford CBD area		
A-frame signage	Daylesford CBD \$92.00 per year Outside Daylesford CBD \$46.00 per year	Daylesford CBD \$95.00 per year Outside Daylesford CBD \$48.00 per year
Tables & two chairs	Daylesford CBD: \$170.00/year in trading zone (up to 3 sets) Above 3 sets a further \$170.00 Outside Daylesford CBD: \$84.50/year in trading zone (up to 3 sets) Above 3 sets a further \$84.50	Daylesford CBD: \$175.00/year in trading zone (up to 3 sets) Above 3 sets a further \$175.00 Outside Daylesford CBD: \$87.00/year in trading zone (up to 3 sets) Above 3 sets a further \$87.00
Goods for Display or Sale	Daylesford CBD: \$150.00/year Outside Daylesford CBD: \$75.00/year	Daylesford CBD: \$154.00/year Outside Daylesford CBD: \$77.00/year
Wind barriers	Daylesford CBD: \$90.00 each/year Outside Daylesford CBD: \$45.00 each/year	Daylesford CBD: \$92.00 each/year Outside Daylesford CBD: \$46.00 each/year
Cat cage hire*	\$50.00 Bond refundable on return of cage	\$52.00 Bond refundable on return of cage

The discounted fees are one-third of the full fee and only apply if the animal:

- is over ten years old
- is kept for working stock (dogs only)
- is kept for breeding on a registered premises
- has undergone obedience training (dogs only)
- is registered with the relevant association
- is permanently identified in the prescribed manner.

Denotes fees as determined by legislation and therefore subject to any change in legislation

BUILDING SERVICES

Description	Fee/Charge 2012/2013 (incl GST)	Fee/Charge 2013/2014 (incl GST)
Residential		
New Dwelling	\$350 plus \$4.00 per m2 (plus levy & lodgement fee) (Minimum \$500)	\$400 plus \$4.25 per m2 (plus levy & lodgement fee) (Minimum \$900)
Alteration to Dwelling	\$350 plus \$4.00 per m2 (plus levy & lodgement fee) (Minimum \$500)	\$400 plus \$4.25 per m2 (plus levy & lodgement fee) (Minimum \$900)
Addition to Dwelling	\$350 plus \$4.00 per m2 (plus levy & lodgement fee) (Minimum \$500)	\$350 plus \$4.00 per m2 (plus levy & lodgement fee) (Minimum \$500)
Units	\$350 plus \$4.00 per m2 (plus levy & lodgement fee)	(Minimum \$900 per unit)
Garages/Carports up to \$10,000	\$300 (plus lodgement fee)	\$400 (plus lodgement fee)
Garages/Carports over \$10,000	\$400 (plus lodgement fee and levy)	\$450 (plus lodgement fee and levy)
Swimming Pools	\$400	\$400
Solid Fuel Heaters	\$175	\$175
Restump	\$250	\$250
Lodgement Fees - (Payable on Council & Private Building Surveyor Projects)*	\$34.85	
Conducting an assessment for compliance under AS3959 (Bushfire Code)	\$220	\$220
Commercial/Industrial New/Alterations/Additions		
All works under \$5,000	\$350	\$350
Works valued \$5,000 - \$30,000	\$500	\$500
Works valued \$30,000 - \$250,000	\$Cost x 0.25% plus \$451 (Minimum \$550)	\$Cost x 0.25% plus \$451 (Minimum \$550)
Works valued \$250,000 - \$500,000	\$Cost x 0.25% plus \$902	\$Cost x 0.25% plus \$902
Works valued over \$500,000	\$Cost x 0.25% plus \$1,606	\$Cost x 0.25% plus \$1,606
Lodgement Fees (Commercial/Industrial)*	\$34.85	
Demolition		
Single Storey building	\$275 + (Sec 29a fee \$58.17)	\$300 + (Sec 29a fee \$58.17)
Any other building more than one storey	\$275 per storey plus (section 29A)	\$275 per storey plus (section 29A)

BUILDING SERVICES

Description	Fee/Charge 2012/2013 (incl GST)	Fee/Charge 2013/2014 (incl GST)
Other Permits/Services		
Fences and signs	\$210	\$210
Swimming Pool Reports (Existing)	\$138	\$200 plus GST
Request for variation of siting	\$232.93	
Permit to erect hoarding/public protection	\$120	\$120
Any other service not otherwise provided for	P.O.A (hourly rates apply)	hourly rate \$150 plus GST
Extension of time for a permit	\$110	\$200
Amendment to a Building Permit	\$110	\$200
Inspection associated with lapsed permits	\$110	\$150 per inspection
Illegal works		
State Government Building Levy Cost recovery of levy*	1.28 per \$1,000 value of works (ie. Cost of works x 0.00128)	
HIH Levy (Domestic works over \$10,000)*	HIH Levy no longer applicable	
Requests for Information		
Property Certificates (last 10 years information*)	\$46.45	
Temporary structures	\$220	\$250
Copies of plans from building files	\$46.45	
Inspection on behalf of other practitioner	\$110.00	\$110.00
Fee to accompany any building notice or any orders		\$300 plus GST
Adminstration of Place Of Public Entertainment (temporary) applications		\$350 plus GST
Resolution of works withoput a permit (as per Council Policy)		Twice the usual building permit fees, as per existing Council policy
Any other service	P.O.A	P.O.A

Notes:

1. Square metres calculated on total floor area, including garages, verandahs, etc.
2. Cost of works determined by Relevant Building Surveyor, unless contract applies.
3. All fees quoted (unless determined by regulation) are a minimum basis.

Denotes fees as determined by legislation and therefore subject to any change in legislation

TOWN PLANNING RELATED INFORMATION

Part 1: Prescribed Statutory Fees as of July 2011 (subject to change by State)

APPLICATIONS FOR PLANNING PERMITS (Regulation 7)		
APPLICATION TYPE	Fee/Charge 2012/13	Fee/Charge 2013/14
Use Only	\$502	
To develop land or to use and develop the land for a single dwelling per lot or to undertake development ancillary to the use of the land for a single dwelling per lot if the estimated cost of development included in the application is:		
> \$10,000 ...\$100,000	\$239	
> \$100,001	\$490	
To develop land (other than for a single dwelling per lot) if the estimated cost of development included in the application is:		
< \$10,000	\$102	
> \$10,000 ...\$250,000	\$604	
> \$250,001 ...\$500,000	\$707	
> \$500,001 ...\$1,000,000	\$815	
> \$1,000,001 ...\$7,000,000	\$1,153	
> \$7,000,001 ...\$10,000,000	\$4,837	
> \$10,000,001 ...\$50,000,000	\$8,064	
> \$50,000,001	\$16,130	

TOWN PLANNING RELATED INFORMATION

Subdivision		
APPLICATION TYPE	Fee/Charge 2012/13	Fee/Charge 2013/14
To subdivide existing building.	\$386	
To subdivide land into two (2) lots.	\$386	
To effect a realignment of a common boundary between lots or to consolidate two or more lots.	\$386	
To subdivide land (3 or more lots)	\$781	
To remove restriction (within the meaning of the <i>Subdivision Act 1988</i>) over land if the land has been used or developed for more than 2 years before the date of the applications in a manner which would have been lawful under the <i>Planning and Environment Act 1987</i> but for the existence of the restriction.	\$249	
To create, vary or remove a restriction within the meaning of the <i>Subdivision Act 198</i> ; or To create or remove a right of way.	\$541	
To create, vary or remove an easement other than a right of way; or To vary or remove a condition in the nature of an easement other than a right of way in a Crown grant.	\$404	

TOWN PLANNING RELATED INFORMATION

CLASS DESCRIPTIONS (Regulations 7 & 8)
CLASS DESCRIPTION - Notes for classes of fees under Regulations 7 & 8, not additional fees
Applications for permit under Section 47, other than an application under Section 96(1) of the <i>Planning & Environment Act 1987</i> Other than an application to subdivide land
Other than an application to undertake development ancillary to the use of the land for a single dwelling per
Other than a Class 2 application; or a Class 3 application; or an application to subdivide land
Other than a Class 3 application; or an application to
Other than a Class 12 application
Other than a Class 12 application; or a Class 13
Other than a Class 16 application
Other than a Class 4 application
Other than a Class 5 application
Other than a permit to develop land or to use and develop land for a single dwelling per lot or to undertake development ancillary to the use of the land
Other than an application to subdivide land
Other than a permit to undertake development ancillary to the use of the land for a single dwelling per lot where the total estimated cost of the development originally permitted and the additional development to be permitted by the amendment is not more than \$10 000; or an application to subdivide land
Other than a Class 3 application or a Class 4
Other than a Class 4 application
COMBINED PERMIT APPLICATIONS
The fee for an application for any combination of the classes of application outlined above is the sum arrived at by adding the highest of the fees, which would have applied if separate applications had been made, plus 50% of each of the other fees that would have applied if separate applications had been made.

TOWN PLANNING RELATED INFORMATION

FEES TO AMEND APPLICATIONS AFTER NOTICE HAS BEEN GIVEN (Regulation 8a)		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Amend an application for a permit after notice has been given under Section 52 for every Class of application (other than a Class 4 application) set out in the table in Regulation 8	\$102	
Amend an application to amend a permit after notice has been given under Section 52 for every Class of application (other than a Class 5 application) set out in	\$102	
APPLICATIONS FOR AMENDMENTS TO PERMITS (Regulation 8B)		
To amend a permit to use land if that amendment is to change the use of which the land may be used.	\$502	
To amend a permit: a) to change the statement of what the permit allows; b) to change any or all of the conditions which apply to the permit; or c) in any way not otherwise provided for in Regulation 8B	\$502	
APPLICATIONS FOR AMENDMENTS TO PERMITS (Regulation 8B)		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Amended Plans Single Dwelling on a lot less than 500 square metres		
To amend a permit to develop land or to use and develop land for a single dwelling per lot or to undertake development ancillary to the use of the land for a single dwelling per lot if the estimated cost of any additional development to be permitted by the amendment is:		
< \$10,000	\$102	
> \$10,000 - \$100,000	\$239	
> \$100,001	\$490	
Amended Plans Two (2) or more dwellings or Industrial & Commercial Developments		
To amend a permit to develop land if the estimated cost of any additional development to be permitted by the amendment is \$10,000 or less	\$102	

TOWN PLANNING RELATED INFORMATION

To amend a permit if the estimated cost of any additional development to be permitted by the amendment is:

DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
> \$10,001 - \$250,000	\$604	
> \$250,001 - \$500,000	\$707	
> \$500,001	\$815	

Amendment to Permit & Plans Subdivision

To amend a permit to: a) subdivide an existing building; or b) subdivide land into two (2) lots; or c) effect realignment of a common boundary between lots or to consolidate two (2) or more lots	\$386	
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AMENDMENTS TO PLANNING SCHEMES

<ul style="list-style-type: none"> • Considering a request to amend a planning scheme; And • Taking action required by Division 1 of Part 3 of the <i>Planning and Environment Act 1987</i>; And • Considering any submissions which do not seek a change to the amendment; And If applicable, abandoning the amendments in accordance with Section 28	\$798	
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TOWN PLANNING RELATED INFORMATION

AMENDMENTS TO PLANNING SCHEMES		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
<ul style="list-style-type: none"> • Considering submissions which seek a change to an amendment, and where necessary referring the submissions to a panel; <p>And</p> <ul style="list-style-type: none"> • Providing assistance to a panel in accordance with Section 158; <p>And</p> <ul style="list-style-type: none"> • Making a submission in accordance with Section <p>And</p> <ul style="list-style-type: none"> • Considering the report in accordance with Section 27; <p>And</p> <ul style="list-style-type: none"> • After considering submissions and the report in accordance with Section 27, if applicable, abandoning the amendment in accordance with Section 28 	\$798	
<ul style="list-style-type: none"> • Adopting an amendment or a part of an amendment in accordance with Section 29; <p>And</p> <ul style="list-style-type: none"> • Submitting the amendment for approval in accordance with Section 31 	\$524	
<ul style="list-style-type: none"> • Considering a request to approve an amendment in accordance with Section 35; <p>And</p> <ul style="list-style-type: none"> • Giving notice of approval of an amendment in accordance with Section 36 	\$798	

NOTE: Fees for Stages 1, 2 & 3 are paid to the planning authority by the person who requested the amendment. The fee for Stage 4 is paid to the Minister by the person who requested the amendment.

TOWN PLANNING RELATED INFORMATION

COMBINED PERMIT APPLICATION AND PLANNING PERMIT SCHEME AMENDMENT		
The fee for an application for a planning permit combined with a request for amendment of a planning scheme, made in accordance with Section 96A, is the sum arrived at by adding the higher of the fees plus 50% of the lower of the fees which would have applied if separate applications had been made.		
If the application for a planning permit is for any combination of the classes of application outlined previously, the fee for the planning permit is for the purposes of this calculation is the higher of the fees which would have applied if separate applications for permits had been made.		
CERTIFICATES OF COMPLIANCE (Regulation 10)		
APPLICATION TYPE	Fee/Charge 2012/13	Fee/Charge 2013/14
Application for a Certificate of Compliance under Section 97N	\$147	
PLANNING CERTIFICATES (Regulation 11)		
Application for a Planning Certificate under Section	\$18.20	
SATISFACTION MATTERS (Regulation 12)		
Determining a matter where a planning scheme specifies that the matter must be done to the satisfaction of a Responsible Authority or a Referral Authority	\$102	

Part 2: Administrative Charges (Non Statutory Fees)

ENQUIRIES		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Written request for Heritage Control advice	\$63.50	\$65.00
Written request for Demolition Control advice (Section 29a – Form B)	\$63.50	\$65.00
Written request for General Planning advice	\$63.50	\$65.00
Request for e-mail aerial photographs	\$25.60	\$26.50

TOWN PLANNING RELATED INFORMATION

ENQUIRIES		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Property Enquiries/Plan Search – Commercial (Site history/copies of permits/copies of endorsed plans etc)	\$63.50	\$65.00
Property Enquiries/Plan Search – Residential (Site history/copies of permits/copies of endorsed plans etc)	\$63.50	\$65.00
EXTENSION OF TIME		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Extension of Time for permits – 1 st request	\$102	\$130
Extension of Time for permits – 2nd request	\$102	\$130
Extension of Time for permits – 3rd request	\$102	\$130
Subsequent requests -	\$102	\$130
REFUNDS		
DESCRIPTION	Fee/Charge 2012/13	Fee/Charge 2013/14
Cancellation of application when no work carried out	Refund 3/4 of application fee	Refund 3/4 of application fee
Cancellation after direction to advertise but before commenced	Refund 1/2 of application fee	Refund 1/2 of application fee
Cancellation after advertising commenced	No Refund	No Refund
Cancellation due to prohibited proposal	Full Refund	Full Refund

TOWN PLANNING RELATED INFORMATION

NOTES

Statutory Fees

These fees are cumulative unless otherwise stated. If your application or request falls into several categories the highest fee and half the lower fee are payable.

Administrative charges for photocopying and printing

These charges are in accordance with those published by Hepburn Shire Council and subject to amendment. Please contact the Planning Customer

GST

Planning fees are exempt from GST unless otherwise

End Note

The preceding sections are a summary of the fees prescribed under the *Planning and Environment (Fees) Regulations 2000*, and is not a complete representation of these Regulations or other legislative provisions.

Reference should be made to the Regulations to obtain the complete wording of individual fee Regulations and other Regulations (which include waiving and rebating provisions). Please visit www.dms.dpc.vic.gov.au or select link provided Victorian Law Today Statutory Rule for more details on amended *Planning and Environment (Fees) Regulations 2000* setting out

Note:

Fee for amending a planning permit application depends on the Schedule of fees as per the Planning & Environment Regulations (Fees).

Fee for lodging amended subdivision plans at certification stage depends on the schedule of fees as per the Planning & Environment Regulations (Fees)

Denotes fees as determined by legislation and therefore subject to any change in legislation

The non-statutory fees are above the benchmark for the surrounding municipalities. A policy is to be formed to determine future non stat fees rises.

ENVIRONMENTAL HEALTH

Type of Premises/Activity	Fee/Charge 2012/2013	Fee/Charge 2013/14
CLASS 1 High Risk Unpackaged Food Supplied to Vulnerable people (Premises Include - Child Care, Kindergartens, Aged Care, Nursing Homes	\$400	\$410
CLASS 2 Handling unpackaged high risk potentially hazardous foods.		
2(A) Premises Include - Cafes, Caterers, Supermarkets, Groceries, Fast Foods, Takeaway	\$349	\$358
2(B) Premises Include – Accommodation Centres, Food Vehicles	\$287	\$294
2(C) Premises Include – Community Groups, Sporting Clubs both serving full meals (½	\$144	\$148
CLASS 3 Handling and Supplying Low Risk Unpackaged Foods.		
3 (A) Premises Include - Milk Bars, Convenience Stores, Fruit Stall, Pre-packaged Foods,	\$215	\$220
3 (B) Premises Include – Seasonal Kiosks, Community Groups, Sporting Clubs (½ Annual	\$108	\$111
CLASS 4 Low Risk to public health packaged food (premises include Newagents		
Hairdressers, Beauty Parlours*	\$116	\$119
Skin Penetration*	\$252	\$258
Prescribed Accommodation – hotels/motels, recreation camps, B&B's (NOT self contained or exclusive use of Units, Villas, Houses)*		
6 to 10 persons*	\$220	\$226
Over 10 persons*	\$273	\$280
Caravan Parks*	As Prescribed in the Residential Tenancies (Caravan parks and Movable Dwellings and Standards) Act 2010	Fees for caravan parks are due on the 1/1/2015 as they are 3 yearly registrations
New Premises Registration		
Transfer of Registration*	50%of Annual registration fee	50% of Annual registration fee

ENVIRONMENTAL HEALTH

Type of Premises/Activity	Fee/Charge 2012/2013	Fee/Charge 2013/14
Special Visit – Pre-purchase inspections*	\$170	\$174
New Septic Tank systems*	\$440	\$450
Alterations to Septic Tank systems*	\$220	\$225

Note:

Reduction of fees maybe considered for Community Groups on application

A late fee will apply for late applications and payments of annual registrations at a rate of 50% of the annual registration fee applicable if the application and/or fee is not received within 14 days of the due date.

Full Registration fees are to be paid up until 31st August, registrations after this date i.e. from 1st September onwards are only required to pay 50% of the full fee.

10.5. DEAN RECREATION RESERVE CLUBROOMS LEASE GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

PURPOSE

The purpose of this report is to consider options for the future management arrangements at the Dean Recreation Reserve. As part of this, the report provides Council with a summary of the submissions received in response to advertising its intention to lease the Dean Recreation Reserve clubrooms and toilets. The report also considers the petition received in relation to this matter, as presented at the Ordinary Council meeting on 19 February 2013.

BACKGROUND

At the Ordinary Council meeting on 15 January 2013, Council considered an application from the American Motorcycle Club to lease the Dean Recreation Reserve clubrooms. Council resolved as follows:

That Council:

- 10.4.1. Requests Council officers to prepare a lease with the American Motorcycle Club Inc for the Dean Recreation Reserve clubrooms and toilets;*
- 10.4.2. Authorises Council officers to publicly advertise the details of the proposed lease in accordance with Section 190 of the Local Government Act 1989 prior to presenting the lease to Council for adoption, and facilitate a public meeting with Dean residents to discuss the proposal during the advertising period; and*
- 10.4.3. Revokes the delegation to the Dean Recreation Reserve Special Committee upon commencement of the lease.*

In implementing the January Council meeting motion, the intention to lease was advertised on 23 January 2013. Submissions were due by 20 February 2013.

During the advertising period, a public meeting was held on 6 February 2013 at the Dean Recreation Reserve clubrooms. Approximately 40 members of the public attended.

ISSUE / DISCUSSION

The submissions received have been provided to Council under separate cover.

In summary, the majority of submissions were submitted in opposition to the intended lease. The following table outlines the number of submissions received.

Total Submissions	39
In Favour	3
In Opposition	36

In addition, a petition was submitted by 24 individuals in opposition to the lease. A number of people on this petition also submitted their own submission and so they are not all in addition to the numbers in the table above.

In Opposition

The key concerns raised by the 36 submissions in opposition to the lease were:

- Loss of community use of the facility, which was built by the community
- Noise and vibration from the motorbikes
- Loss of peace and quiet
- Not appropriate for a small community, such as Dean
- Potential association with outlaw motorcycle gangs ("1 percenters")
- Potential criminal activities
- Feeling unsafe or intimidated
- Sole access is not appropriate and has no precedent
- The proposed lease holder is not a local organisation
- Decrease in property values
- Unknown number of members that may be involved, including from other chapters of the American Motorcycle Club Australia-wide.

Of particular note, one of the submissions in opposition to the lease was from the Victoria Police. The key points raised by Victoria Police were:

- Increase of public order issues in Dean

- Increase of Outlaw Motorcycle Gang activity in Dean due to the American Motorcycle Club associations
- Increase of genuine disquiet amongst the community
- General detriment to the amenity of the area due to an increase of noise pollution and traffic issues.

In Favour

The key points made by the three submissions in support of the lease were:

- The club is a family club and not associated with outlaw motorcycle gangs
- The club will reinvigorate the clubrooms and invite the community to be involved in events such as barbeques
- The clubrooms will fall into further disrepair if they remain unused
- Club members are carefully selected by the club and only those members with respect and caring to fellow members are admitted
- Members are mostly Hepburn Shire residents and some members are local Dean residents
- Members will be respectful of other local residents
- The facility will not be used every day
- Concerns around excessive noise and loss of property value are not based on fact, but are a worst case scenario - the community is already a farming community which has significant machinery and truck activity.

Options

Based on the submissions received, Council has the following options in relation to the reserve and clubrooms:

1. **Proceed With Lease** – As a result of the strong opposition to the intended lease from both a significant part of the community and Victoria Police, it is not recommended to enter into a lease with the American Motorcycle Club.
2. **Continue Special Committee** – Given the interest raised in the submissions received, council could seek to continue the special committee.

However, the facility remains underutilised by the community and the existing special committee does not meet its governance requirements. No evidence of meetings being held in the past year (e.g. minutes) has been submitted to Council.

If Council wishes to continue with a special committee, it could seek to establish the level of interest for the committee to reform with new members.

This would require revenue sources (e.g. users of the facility) to be found and a commitment to meeting governance and minor maintenance requirements.

- 3. Seek Alternate Lease or Licence Holder** – Although there was considerable opposition to leasing the clubrooms to the American Motorcycle Club, the community and Victoria Police may be supportive of an alternate lease or licence holder. No organisations have approached Council in the past, but one may be identified through a public expression of interest process. Depending on the responses received, Council could enter into a user agreement with an organisation to use the facility with clear requirements around its purpose, financial responsibilities and maintenance requirements. Any potential occupant would be asked to provide a business case supporting their submission, in order to demonstrate that ongoing costs can be met.
- 4. Manage the Property Itself** – This is the expected position if no new user groups for the facility are found and the Special Committee reaches a point where it can no longer meet utility costs at the reserve. This is not a recommended option due to the low utilisation and high costs that are expected in this arrangement.
- 5. Sell Property** – This asset has no current paying users. It is located in a small hamlet where demand is low relative to the supply of two soccer pitches, clubrooms and two tennis courts. This asset could be considered "surplus to Council's needs" on this basis.

Based on submissions received, selling is not preferred by local residents.

Based on Council's renewal backlog (often referred to as the "asset funding gap"), it is essential that Council considers reducing its asset base across the Shire in order to maintain the remaining assets at a reasonable level. If the asset base is not reduced, then renewal works will not keep pace with deterioration and assets will become unsafe or unusable in the future.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council advertised its intention to enter a lease under Section 190 of the *Local Government Act 1989* and the community was invited to make submissions under Section 223 of the Act.

Council currently has a special committee responsible for the reserve under Section 86 of the *Local Government Act 1989*, which it can choose to continue rather than entering into a lease.

Council has an obligation to review all instruments of delegation to special committees within 12 months after a general election. Therefore, if Council

chooses to continue the special committee, it should review the instrument of delegation, and also seek new applications for membership.

FINANCIAL IMPLICATIONS

The American Motorcycle Club had committed to undertake capital works and maintenance activities on the Dean Recreation Reserve clubrooms and toilets. By not entering into a lease, all costs relating to the reserve remain the responsibility of Council and the Special Committee. The Special Committee has advised that it does not currently have revenue streams to enable it to meet costs into the future. Unless a new revenue source can be found, Council will need to directly fund any works required at the site.

RISK IMPLICATIONS

There is significant community opposition to the proposed lease and continuing with it may result in reputational damage and a public campaign through the media to stop it.

Under-utilised Council assets remain a cost burden on rate payers, with relatively low levels of community benefit compared to sites with high use.

Special committees which are not meeting governance obligations result in Council not meeting legislative obligations under the *Local Government Act 1989*.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Concerns in relation to the social impacts of the potential lease to the American Motorcycle Club were raised by community and Victoria Police submissions.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The intended lease was publicly advertised in accordance with the *Local Government Act 1989*, which enabled the public to make submissions. In addition, letters were sent to all registered addresses of properties in Dean. A public meeting was held during the submission period to hear community views on the proposed lease.

CONCLUSION

Based on the response from the local community and in recognition of their concerns raised in submissions, it is not recommended that Council enters into a lease with the American Motorcycle Club for the Dean Recreation Reserve Clubrooms (option 1).

It is recommended that Council publicly advertises for expressions of interest in leasing or licensing the reserve and/or facilities (option 3).

If option 3 does not prove feasible, options 2 and 5 could be considered.

OFFICER'S RECOMMENDATION

That Council:

- 10.5.1 Not proceed with leasing the Dean Recreation Reserve Clubrooms and Toilets to the Goldfields American Motorcycle Club.
- 10.5.2 Requests officers to undertake a public expression of interest process for interested organisations to submit proposals to lease or licence the Dean Recreation Reserve and/or selected facilities at the site, and to report back to Council with an assessment of the responses received.

MOTION

That Council:

- 10.5.1. Not proceed with leasing the Dean Recreation Reserve Clubrooms and Toilets to the American Motorcycle Club Inc.*
- 10.5.2. Requests officers to facilitate a public meeting of Dean residents to discuss the use of the Dean Recreation Reserve prior to undertaking a public expression of interest process.*

Moved: Councillor Greg May

Seconded: Councillor Don Henderson

Carried.

10.6. VISITOR INFORMATION CENTRE SERVICES FOR COMMERCIAL RATE PAYERS

GENERAL MANAGER SUSTAINABLE DEVELOPMENT

In providing this advice to Council as the Manager Economic Development and Tourism, I John Collins have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider changes to current membership to the Daylesford Regional Visitor Information Centre (DRVIC) to encourage greater participation and membership, and to encourage broader promotion of tourism related businesses across the Shire.

BACKGROUND

Hepburn Shire Council presently charges commercial properties a differential rate of 116%. That means that many of our business are supporting economic development and tourism through their rates and are then expected to pay more to be a member of one of the facilities that their rates are supporting. At the DRVIC there are currently five levels of membership (refer Attachment 3). It is proposed that businesses paying commercial rates be offered free membership at all of Council's Visitor Information Centres, that is, up to Level 3 of the existing membership structure. All other services would be available for a fee, including access to display cubes and window displays.

As at early 2010, 72 of the 76 VICs in Victoria were run and/or funded by Local Government. A few Councils in Victoria provide fully paid staff, rather than volunteers, to operate visitor service centres as part of their commitment to promoting economic development through tourism. Hepburn Shire Council, through the DRVIC currently benefits from 5,824 volunteer hours at a saving to Council of \$87,360 (based on Volunteering Australia's unskilled labour rate of \$15.00 per hour).

Nine of the ten regional VICs contacted in a straw poll indicated that they do not charge any membership fees to local businesses. Our research indicates that, other than Hepburn Shire, only Indigo Shire charges membership fees, and it is understood that Indigo Shire is considering dropping that fee.

ISSUE / DISCUSSION

The DRVIC has had regular complaints from businesses that object to paying membership fees to promote their business through the VICs. The argument

is that they already pay higher rates to provide these services and should not to have to pay again.

Given the current financial climate, it is predicted that membership will fall somewhat during 2013-2014. Other than CPI, it is currently proposed that fees are kept at the same level if they are retained.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

There is no reference to such a proposal in the Council Plan.

Council's plan states that we will foster a more prosperous Shire by:

- 29. Developing local policies which encourage new tourism infrastructure investments for new and existing businesses; and
- 35. Developing local policies which clearly demonstrate our commitment to supporting jobs and investment growth.

FINANCIAL IMPLICATIONS

Council currently has 217 businesses as financial members. An estimate of commercially registered businesses listed with the DRVIC would suggest that, under this proposal, membership revenue to the centre would decrease by \$17,500 from \$36,000 to about \$18,500 (based on the 2012-2013 membership).

RISK IMPLICATIONS

The risk of implementing this proposal is the financial loss to Council from DRVIC membership income. The income to the Economic Development and Tourism unit that is foregone if membership is free will have to be replaced from elsewhere in Council's budget.

There may be some reputational risk associated with the outcome of this proposal, particularly from those ratepayers paying commercial rates who do not see any direct benefit from tourism.

It is possible that some small number of volunteers at the DRVIC may reconsider their services. Currently volunteers that provide a minimum number of shifts receive discounted membership.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

It is hoped that by providing reduced-cost services to commercial ratepayers that operate tourism related businesses, more of them would use the DRVIC

services to promote their businesses and consequently improve their economic prospects and that of the Hepburn Shire.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

This proposal is in response to stakeholder feedback. Council has not initiated any business community and stakeholder engagement on this issue.

CONCLUSION

Officers wish to give Council the opportunity to consider easing the financial burden on ratepayers that operate businesses in the Shire by providing some level of free membership at the DRVIC to those businesses currently paying commercial rates.

It is expected that if this proposal is adopted, that some extra room will need to be made available for display of marketing collateral in all of the information centres across the Shire.

OFFICER'S RECOMMENDATION

That Council:

- 10.6.1 Supports the proposal to offer complimentary membership of the Daylesford Regional Visitor Information Centre, Levels 1 and 2 only, to those businesses in the Shire that pay the 116% differential rate.
- 10.6.2 Provides an allocation in the 2013-2014 Economic Development Budget to compensate for the reduction in revenue from membership fees.
- 10.6.3 Requests that Officers ensure that this decision and information be made available to the business and tourism associations and on Council's website.

MOTION

That Council:

- 10.6.1. Supports the proposal to offer complimentary membership of the Daylesford Regional Visitor Information Centre, Levels 1 and 2 only, to those businesses in the Shire that pay the 116% differential rate.*
- 10.6.2. Provides an allocation in the 2013-2014 Economic Development Budget to compensate for the reduction in revenue from membership fees.*
- 10.6.3. Requests that Officers ensure that this decision and information be made available to the business and tourism associations and on Council's website.*

Moved: Councillor Neil Newitt
Seconded: Councillor Sebastian Klein
Carried.

**ATTACHMENT 3 - DAYLESFORD REGIONAL VISITOR INFORMATION
CENTRE MEMBERSHIP FEE PROSPECTUS 2012-2013**

Membership Fee Prospectus 2012-2013

Daylesford Regional Visitor Information Centre (DRVIC)

Hepburn Shire Council
Economic Development and Tourism Unit

The Daylesford Regional Visitor Information Centre is run by the Hepburn Shire Council and staffed by a dedicated team of volunteers. The centre exists to serve the thousands of visitors that visit Daylesford and surrounds each year, as well as promote Daylesford as a holiday destination. Your membership to the centre will assist in ensuring the provision of a high level of service to our visitors and enhance the promotion of your business.

How to become a member

You will need to complete and submit the following

1. membership agreement
2. brochure agreement form
3. data base form for your nominated category, or in the case of Level 5 membership, one form for each business being registered.
4. a certificate of currency for public liability insurance. (the minimum level of cover is \$10 million) and a copy of any applicable mandatory licences or permits to operate.

All documentation should be returned to

Fae Wilson
Daylesford Visitor Services Coordinator
Hepburn Shire Council
PO Box 21,
Daylesford VIC 3460.

Any enquiries should be directed to Fae Wilson on 03 5321 6118 or email fwilson@hepburn.vic.gov.au

(please see over)

Packages Available:	Level 1	Level 2	Level 3	Level 4 (premium)	Level 5 (multi business)*
Cost (incl. GST):	\$105	\$155	\$190	\$360	\$460
Brochure Display <ul style="list-style-type: none"> Entitles the business to display one brochure in a single appropriate location (e.g. Smith Hotel would have a brochure space in the Accommodation section but would not be entitled to display the same or any other brochure in the Wine & Dine section, regardless of whether they have a restaurant as part of the business). Conditions apply to the display of brochures. Please see the attached Brochure Policy for further details. 	✓	✓	✓	✓	✓
Accommodation Vacancy Service <ul style="list-style-type: none"> The Accommodation Vacancy Service records vacancies for the current week, as well as approaching Holiday Vacancies. Businesses are only listed as vacant when the Information Centre is informed of the vacancies. Therefore it is recommended that businesses call the Front Desk on 5321 6123 every Monday, when they have vacancies for the current week. This will assist us in providing accurate information to visitors and help ensure larger exposure by accommodation businesses. 	✗	✓	✓	✓	✓
Website Listing <ul style="list-style-type: none"> Line listing on the Hepburn Shire www.visitdaylesford.com website 	✗	✓	✓	✓	✓
Website Link <ul style="list-style-type: none"> A link between www.visitdaylesford.com and your website 	✗	✗	✓	✓	✓
Maps <ul style="list-style-type: none"> The provision of 3 pads of Daylesford Tourism Maps (normally \$5 per pad). 	✗	✗	✗	✓	✓
Display Cube <ul style="list-style-type: none"> Hire of a single cube display in the Daylesford Information Centre. Conditions apply Please see the attached Brochure and Cube display policy for further details 	✗	✗	✗	✓	✓
Window Display <ul style="list-style-type: none"> Two weeks of large or flat display, depending on availability. Bookings essential. 	✗	✗	✗	✓	✓

Note:

* **Level 5 Membership:** This level of membership is for businesses that offer a range of different facilities that require representation in several categories, businesses like booking agencies that represent multiple other businesses, or multi-faceted businesses that have several brochures. This entitles the business to display separate brochures **for each operation of the business** in the relevant categories, **or** to display the same brochure in multiple applicable categories. A separate database form must be completed for each of the categories the business operates under (e.g. Gold Star Resort offers accommodation. Blue Fish Restaurant (located onsite) is owned by the resort, as is Red Cherry Café. Each of these businesses requires a separate Database form to be completed, and each of these may display their separate or joint brochures under each applicable category, in this case Accommodation, Wine & Dine and Health & Wellbeing).

Cube Displays: A limited number of display cubes will be made available for level 2 and 3 memberships on an annual basis @ \$120 per year. This will be subject to availability and will be provided on a first come first served basis.

Visitor Information Centre Volunteers: Volunteers who work at least 10 shifts per year, are entitled to a complimentary membership at the Level 1 or 2 rate and a discounted rate at all other levels. Please speak to the Visitor Services coordinator regarding Volunteer membership.

Emergency Roster Volunteers: Volunteers that do not have a regular shift need to complete a minimum of 10 shifts per year to be eligible.

Membership will be invoiced.

10.7. PENALTY INCREASES – SECTION 41, CFA ACT 1958

GENERAL MANAGER SUSTAINABLE DEVELOPMENT

In providing this advice to Council as the Compliance Coordinator, I Eric Wright have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider endorsing a warning notice process prior to the issue of a penalty notice for property owners who breach Section 41D of the *Country Fire Authority Act 1958* (the Act)

BACKGROUND

Section 41D of the *Country Fire Authority Act 1958* requires that a person issued with a fire prevention notice under Section 41 of the Act must comply with the notice.

During 2010-2011, numerous voluntary Brigades across the State lobbied the Country Fire Authority (CFA) for an increase in on-the-spot penalty amounts issued to individuals by Local Government for a breach of Section 41D of the Act. The intent was to encourage proactive works by property owners and decrease non compliance rates.

The on-the-spot penalty amount identified in the Act for 2011-2012 was \$244.00 (2 penalty units).

ISSUE / DISCUSSION

Following the recommendations from the CFA, the State Government increased penalties in the Act via the *Emergency Services Legislation Bill 2011*, which came into effect in 2012:

On the spot penalty notice issued by Local Government for failure to comply with a fire prevention notice (Section 41D of the Act)	
From:- \$244.00(2 penalty units)2011/12	To:- \$1,408.00(10 penalty units)2012/13

As determined by the courts upon prosecution for failure to comply with a fire prevention notice (Section 41D of the Act)	
From:- 50 penalty units and or 12 months imprisonment	To:- 120 penalty units and or 12 months imprisonment

- A penalty unit amount is currently \$140.84

The fire prevention notice compliance rate has been high for several years ranging between 94% to 96%.

	Fire prevention notices issued	Infringement notices issued (non compliance)
2010-2011	1,127	40
2011-2012	1,019	64
2012-2013	1,037	36 approximately

Section 41E of the Act, provides the ability to issue a penalty notice however, it is not mandatory.

“An authorised officer may serve a fire prevention infringement notice on a person the officer has reason to believe has committed an offence against section 41D.”

The clear intent of the significant penalty increases was to enhance community safety via enforcement processes carried out by Local Government in this case.

Anecdotally, Hepburn Shire has very few property owners who breach a direction notice more than once concurrently and where this has taken place, the 2 penalty unit infringement was the appropriate encouragement to comply.

There are very few property owners who purposely ignore notices. Forgetting, not booking a contractor in time, not understanding the notice, failing to communicate with Council, are generally the reasons that property owners find themselves in breach. Previously, these property owners have been issued with a 2 penalty unit infringement.

The issuing of a 10 penalty unit infringement notice to a property owner prior to issuing a formal warning notice may have implications for Council and its officers. Potentially, property owners may be more likely to elect to have their case heard by a Magistrate. The increase in the penalty amount may result in few infringements being paid which will then require Council initiated further action from 2012-2013 onwards.

A warning notice process may have a greater effect than issuing a 10 penalty unit infringement without warning. However, it is also important that Council send a clear message to property owners about the importance of fire prevention.

The change in infringement penalties occurred in December 2012 and after Council had issued its initial fire prevention notices in September 2012. The

initial notices did not indicate any infringement fee increase as this information was not known.

Rather than implement the full fee of infringements without notification, it is proposed that Council consider the following options:

PROPERTY X	
2012-2013	Direction notice issued – owner fails to comply – owner receives a formal warning and invoices for works carried out and Council administration fee.
From 2013-2014	Direction notice issued – owner fails to comply – owner receives an infringement notice and invoices for works carried out and Council administration fee.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2009-2013 - Healthy, Safe and Vibrant Communities

50. Advocating for policing levels in Hepburn Shire that result in citizens feeling safe and confident in themselves and their community).

Country Fire Authority Act 1958

FINANCIAL IMPLICATIONS

Budget estimate of penalty notice value for 2012/13 prior to change in legislation	\$10,273
Actual penalty notice value for 2012/13 if warning process is implemented	\$0
Actual penalty notice value for 2012/13 where no warning process is implemented	\$50,608

RISK IMPLICATIONS

There is a potential implication by issuing a warning notice prior to a penalty notice in that some property owners may not take decisive action and act on fire preparedness as seriously as they should.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Preparation for the fire danger period should be done as thoroughly and decisively as possible. Clear messaging highlighting implications for failing to act on direction notices is imperative. A failure in this area could result in a significant fire threat to Hepburn Shire communities which would have environmental, social and economic implications.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The State Government carried out a brief campaign prior to Christmas 2012, highlighting the significant increase in fire prevention infringement penalties. It is reasonable that Council officers carry out a further media campaign following Council's determination.

CONCLUSION

A clear message must be communicated to property owners regarding the expectation of preparing for the fire danger period. Council officers must be consistent in their messages, processes and actions and utilise legislation in the most appropriate way.

OFFICER'S RECOMMENDATION

That Council:

- 10.7.1 Endorses a warning notice process for the 2012-2013 breaches of fire hazard notices.
- 10.7.2 Updates the pre fire danger period advisory flyer for 2013-2014 to specify the increase in the penalty amount for non compliance.
- 10.7.3 Issues 10 penalty unit infringements to all property owners who breach a fire prevention notice from the 2013-2014 fire danger period

MOTION

That Council:

- 10.7.1. Endorses a warning notice process for the 2012-2013 breaches of fire hazard notices.*
- 10.7.2. Updates the pre fire danger period advisory flyer for 2013-2014 to specify the increase in the penalty amount for non compliance.*
- 10.7.3. Issues 10 penalty unit infringements to all property owners who breach a fire prevention notice from the 2013-2014 fire danger period.*

Moved: Councillor Don Henderson

Seconded: Councillor Sebastian Klein

Carried.

10.8. HEPBURN PLANNING SCHEME – AMENDMENT C59 – REVIEW OF THE ENVIRONMENTAL SIGNIFICANCE OVERLAY SCHEDULES 1 AND 2 GENERAL MANAGER SUSTAINABLE DEVELOPMENT

In providing this advice to Council as the Senior Strategic Planner, I Esther Oluyide have no interests to disclose in this report.

PURPOSE

The purpose of this report is to update Council on the outcome of the exhibition of Amendment C59, seek Council's resolution to adopt Part 1 of the exhibited Amendment C59 and request the Minister for Planning to approve this part of the amendment.

Part 2 of the Amendment has been placed on hold in a bid to resolve some of the issues arising as a result of the public exhibition.

BACKGROUND

In September 2012, Council resolved to request the Minister for Planning for authorisation to prepare and exhibit Amendment C59 to the Hepburn Planning Scheme, including a resolution that Council receives a further report on the outcome of the exhibition.

The current Environmental Significance Overlay (ESO) Schedules 1 and 2 were introduced into the Hepburn Planning Scheme when the new format planning scheme was introduced in 2000. The current planning scheme review report adopted by Council in 2011 identified that the ESOs required updating and this report progresses that recommendation.

Hepburn Shire is significant as being located in the upper catchment for the Tullaroop, Eppalock, Cairn Curran, Loddon River, Creswick, Lake Merrimu and McCallum Creek catchments. These catchments contain the potable storage reservoirs for a number of towns and settlements. The environmental objectives of the ESO 1 are:

- *To protect the quality of domestic water supplies within the Shire and the broader region.*
- *To maintain and where practicable enhance the quality and quantity of water within watercourses.*
- *To prevent increased runoff or concentration of surface water leading to erosion or siltation of watercourses.*
- *To prevent erosion of banks, streambeds adjoining land and siltation of watercourses, drains and other features.*

- *To prevent pollution and increased turbidity and nutrient levels of water in natural watercourses, water bodies and storages.*

The current ESO 1 requires buildings and works that do not detract from water quality and quantity to obtain planning approval. Under the current provisions, most buildings and works, including signage installation, removal of vegetation and subdivisions amongst other things will require a permit except for buildings and works currently exempt under Clause 3.0 of the schedule. The proposed amendment seeks to streamline the planning scheme and expand the list of exemptions to include some removal of vegetation and located more than 30m from waterways and subdivision of existing buildings where the buildings are connected to reticulated sewerage or works that are considered to not have an adverse impact on the catchment such as minor works like open carports.

ESO2 aims to protect mineral springs, their aquifers and environs from impacts of effluent and drainage associated with developments.

The proposed amendment seeks to add to the list of exemptions in ESO2 in a similar manner to ESO1 so that minor buildings and works, including some removal of vegetation and subdivision that accords with the objectives of the overlay are exempt from permit requirement.

It should be noted that the requirement of Clause 52.17 (Native Vegetation) will continue to apply to proposal for removal of native vegetation and normal referral to the Department of Sustainability and Environment (DSE).

Referrals to water authorities pursuant to Clause 66.01 (Subdivision Referrals) remain applicable.

Amendment C59 to the Hepburn Planning Scheme was exhibited from 15 November 2012 to 20 December 2012, by placing a notice in the local newspaper (*The Advocate*) and *Victorian Government Gazette*. Individual notices were sent to all relevant service authorities and the prescribed ministers in accordance with the requirements of the *Planning & Environment Act 1987*. A copy of the amendment was also made available in all Council offices and libraries and the Department of Planning and Community Development (DPCD) and Council websites.

A total of seven submissions were received.

ISSUE / DISCUSSION

The key issues raised in the submissions are discussed below:

Southern Rural Waters (SRW)

The SRW requested changes to be made to the new ESO1 so that the new exemptions for permit requirements associated with an existing dwelling and dwellings connected to reticulated sewer systems also require that these activities are only exempt when:

- *The development is setback greater than 30m from a waterway; and*
- *No stormwater is discharged to land less than 100m from a waterway unless into a drain that forms part of the municipal reticulated stormwater drainage network.*

It was considered that the above changes will negate the intent of the amendment, as new triggers for permit applications will be brought in and will result in more applications in seweraged areas than originally intended. Further discussions have occurred between SRW and Council officers and the authority now supports the amendment as exhibited.

Goulburn Murray Water (G-MW)

G-MW also supports the proposed amendment to ESO1 and 2 but requested the decision guidelines of Clause 4.0 of the exhibited ESO2 be altered specifically to include G-MW along with DSE.

This arrangement was supported by DSE, given G-MW has significant interest in the management of ground water and is responsible for the assessment and licensing of all ground water in the Shire. G-MW being a water authority has the necessary support and expertise to ensure quality decisions on permit applications within the mineral springs area are made. The amendment documentation has been amended accordingly to address this submission.

Other submissions

- CFA, North Central Catchment Management Authority (NCCMA) & DSE raised no objection.
- Two late submissions were received from members of the public. The main issues contained in these submissions are summarised below:
 1. *Lack of notification to the Executive Officer of the Victorian Mineral Water Committee.*
 2. *Inadequate Amendment Documentation for ESO2 and lack of reference to decade of work on ESO2 (Mineral Springs) does not seem to have been referenced. ESO2 should not be affected by a MOU with water authority.*

3. *Spatial inaccuracy of the ESO2 must be corrected in this amendment, including new bores requiring mapping.*
4. *Some relevant reports and studies which are relevant to the ESO2 need to be included in the planning scheme, such as Victorian Mineral Springs Reserves Master Plan, etc.*

Whilst some of the issues raised above cannot be adequately supported, the issues raised in relation to mapping inaccuracies of the mineral springs and introduction of ESO2 to new bore areas were considered to be relevant and require further work. A meeting was convened with the submitters, DSE and G-MW to ensure the authority is kept abreast of the issues relating to ESO2. One of the submitters was absent at the meeting, but it was agreed that the amendment should proceed with changes to the mapping of the ESO2 so that the current spatial inaccuracies could be corrected and include the new bores in the ESO2 mapping. DSE also indicated that the Victorian Mineral Water Committee (VMWC) does not currently exist, and supports the removal of the Committee from the ESO2.

It should be noted that the two submitters were former members of the VMWC.

Given the significant level of work required to correct the current mapping, it was considered the amendment should be split into two parts so that Part 1 of the Amendment C59 can be adopted, while further works are undertaken in respect to ESO2 mapping.

Apart from minor errors in relation to vegetation control in Clause 4.0 of Schedule 1 to the ESO, which further clarifies the maximum site area for exempting an application for vegetation removal from permit requirements, it is considered that Part 1 of the amendment should be adopted (refer Attachment 4).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council is committed to the ongoing review of the Hepburn Planning Scheme to support growth that caters for a mix of housing choices, sustainable development, tourism and agriculture. The proposed Amendment is consistent with the Council Plan.

This report has been prepared in accordance with Part 3 (amendments) of the *Planning and Environment Act 1987*.

FINANCIAL IMPLICATIONS

The costs for the preparation and exhibition of the amendment are provided in the Planning Department's 2012-2013 budget. There is no allowance for a panel should this be required.

It is anticipated that the proposed amendment will also reduce administrative costs associated with implementation of the schedules, as unnecessary permit triggers are being taken out of the planning scheme, thus improving the performance of the planning scheme.

RISK IMPLICATIONS

It is not envisaged that the proposed amendment will present any risks to Council.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The proposed changes will further the objectives of the overlay and have positive social and economic impacts by ensuring that the Planning Department's resources are used in an efficient manner. The changes will also provide certainty to the community, as building and works that are considered of limited or no negative impact on water quality are exempt from planning requirements under the proposed schedules.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As part of the amendment process, a one month public exhibition period was undertaken in accordance with the *Planning and Environment Act 1987*. Public exhibition included notices to all the prescribed Ministers, relevant service authorities and a notice of the amendment in the local newspapers circulating in Hepburn Shire, as well as a notice in the *Victorian Government Gazette*.

Further exhibition of Part 2 of the Amendment will also take place once all the changes are effected and any submission received will be reported back to Council. Should any submission remain unresolved, a ministerial panel will be required to hear all unresolved submissions.

CONCLUSION

It is considered that the exhibited Amendment C59 be split into two parts. ESO1 relating to proclaimed catchment protection forming Part 1 of Amendment C59 should proceed and be submitted to the Minister for Planning for approval, while the decision on Part 2 relating to ESO2 for mineral springs and ground water protection be deferred.

OFFICER'S RECOMMENDATION

That Council:

- 10.8.1 Adopts Part 1 of Amendment C59 and submits the Amendment to the Minister for Planning for approval.
- 10.8.2 Defers Part 2 of Amendment C59 while changes are made to the overlay maps.
- 10.8.3 Re-exhibits Part 2 of the Amendment once the changes have been made.
- 10.8.4 Following completion of the exhibition period for Part 2 of the Amendment, Council receives a further report considering any submissions to progress the Amendment C59 to completion

MOTION

That Council:

- 10.8.1. Adopts Part 1 of Amendment C59 and submits the Amendment to the Minister for Planning for approval.*
- 10.8.2. Defers Part 2 of Amendment C59 while changes are made to the overlay maps.*
- 10.8.3. Re-exhibits Part 2 of the Amendment once the changes have been made.*
- 10.8.4. Following completion of the exhibition period for Part 2 of the Amendment, Council receives a further report considering any submissions to progress the Amendment C59 to completion.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Kate Redwood

Carried.

**ATTACHMENT 4 - EXHIBITED SCHEDULE 1 TO ENVIRONMENTAL
SIGNIFICANCE OVERLAY (CLAUSE 42.01-1)**

05/07/2007
Proposed C59

SCHEDULE 1 TO THE ENVIRONMENTAL SIGNIFICANCE OVERLAY

Shown on the planning scheme map as ESO1

PROCLAIMED CATCHMENT PROTECTION

1.0

Statement of environmental significance

19/01/2006
VC37

Hepburn Shire is situated in the Central Highlands at the source of a number of catchments linked to Port Phillip Bay or the Murray River. Protection of the quality of this water has significant local and regional implications, especially where these catchments provide domestic water supply.

2.0

Environmental objective

19/01/2006
VC37

- To protect the quality of domestic water supplies within the Shire and the broader region.
- To maintain and where practicable enhance the quality and quantity of water within watercourses.
- To prevent increased runoff or concentration of surface water leading to erosion or siltation of watercourses.
- To prevent erosion of banks, streambeds adjoining land and siltation of watercourses, drains and other features.
- To prevent pollution and increased turbidity and nutrient levels of water in natural watercourses, water bodies and storages.

3.0

Mandatory Requirement

--/--/20--
Proposed C59

- All on-site wastewater must be treated and disposed of in accordance with the relevant EPA Code of Practice – On Site Wastewater Management.
- All stormwater must be managed and discharged to the satisfaction of the responsible Authority and generally in accordance with the principles described in Urban Stormwater: Best Practice Environmental Management Guidelines (Victorian Stormwater Committee 1999).

4.0

Permit Requirement

--/--/20--
Proposed C59

Buildings and Works

A permit is not required for:

- Buildings and works for a dwelling connected to a reticulated sewer system.
- Buildings and works associated with an existing dwelling provided the building and works are:
 - Extensions which do not generate additional waste water i.e any domestic waste water other than stormwater.
 - Connected to a reticulated sewer system
- buildings and works if all of the following conditions are met:
 - all waste water (if any) is discharged to a reticulated sewerage system
 - any site cut required is less than one metre in depth

- any site cut required is less than 300 square metres in area
- no effluent is discharged less than 100 metres from a waterway
- no stormwater is discharged less than 100 metres from a waterway unless into an approved drainage system.
- Buildings and works for a sign or fence.
- Constructing a dam under 3ML capacity if they are not on a waterway and is for stock and domestic purposes only.
- Development undertaken by a public authority to regulate the flow of water in a watercourse, regulate flooding or to construct or redirect a watercourse.
- Activities conducted on public land by or on behalf of the Department of Sustainability and Environment under the relevant provisions of the Reference Areas Act 1978, the National Parks Act 1975, the Fisheries Act 1995, the Wildlife Act 1975, the Land Act 1958, the Crown Land (Reserves) Act 1978 or the Forests Act 1958.
- The construction of a building or carrying out of works associated with a utility installation required for the Goldfields Superpipe Project. The building and works must be in accordance with the Project Impact Assessment and Environmental Management Plan approved by the Secretary of the Department of Sustainability and Environment and the native vegetation offset plan approved by the Minister for Environment.

Vegetation

A permit is not required to remove, destroy, or lop vegetation, including dead vegetation unless the removal, destruction or lopping involves:

- Any vegetation on site area greater than 1 ha.
- Vegetation within 30 metres of a waterway.

Subdivision

A permit is not required to subdivide land if:

- The subdivision is for existing buildings that are connected to reticulated water and reticulated sewerage system.
- The subdivision is a two lot subdivision and each lot is connected to reticulated water and sewerage system.

General

Application Requirement

An application for a permit must be accompanied by the following information, where appropriate:

- A scaled site context plan showing the subject site and surrounding land including location of all water ways, drainage lines, water bodies, water supply channels or springs.
- The location and use of existing and proposed buildings and works. Proposed or existing waste water disposal areas and vehicle access.
- Details of degree and direction of slope, soil type, vegetation and drainage systems.
- A geotechnical report prepared by a suitably qualified persons which demonstrates that the land is capable of absorbing effluent generated on the lot and the likely impact of

any on-site wastewater treatment system on surface and ground water resource and how such impact is to be mitigated.

- Any environmental management plan to be implemented as part of the proposal.

5.0 Referral/Notice Requirements

--/20/--
Proposed C59

Notice Requirements

An application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Referral

An application for a permit must be referred in accordance with Section 55 of the Act to the referral authority specified in Clause 66.04 or a schedule to that clause.

6.0 Decision guidelines

--/20/--
Proposed C59

Before deciding on an application the Responsible Authority must consider:

- Any comments of the relevant water authority.
- The slope, soil type and other environmental factors including the potential for pollution of waterways and ground water.
- The need to maintain water quality at a local and regional level.
- The possible effect of the development on the quality and quantity of water in local watercourses, storages, creeks and springs, including the impact on nutrient levels.
- The preservation of, and impact on soils and the need to prevent erosion.
- The need to prevent or reduce the concentration or diversion of stormwater.
- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.

ATTACHMENT 5 - EXHIBITED SCHEDULE TO CLAUSE 66.04

19/01/2006
Proposed C59

SCHEDULE TO CLAUSE 66.04**Referral of permit applications under local provisions**

Clause	Kind of application	Referral authority
42.01 Schedule 1 Clause 5.0	To construct a building or to construct or carry out works, including removal of vegetation within 30m of a water way or 1ha in area.	Relevant authority. water
	To subdivide land	Relevant authority. water

Councillor Greg May left the meeting at 7:27 pm and returned to the meeting at 7:29 pm.

10.9. REMOVAL OF FLOOD RELATED DEBRIS FROM THE HEPBURN POOL GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as the General Manager of Infrastructure, I Bruce Lucas have no interests to disclose in this report.

PURPOSE

The purpose of this report is to advise Council of support from the Department of Sustainability and Environment (DSE) to remove debris from the Hepburn Pool which was deposited in the Pool following the heavy rainfall and flooding that occurred in late 2010 and early 2011.

BACKGROUND

The site was affected by the heavy rainfall in late 2010 and 2011. It washed away and scoured gravel surfaces, a number of trees came down and broke fences, signs and seating around the site. Some debris from the fallen trees also landed in the Pool.

Council received funding from Natural Disaster Relief and Recovery Arrangements (NDRRA) to assist in flood recovery work and during 2012 the site was cleaned up, repairs to fences and paths were undertaken, damaged signs were replaced and the remnants of fallen trees were removed. Native shrubs and ground covers were planted in areas where weeds were removed.

There has been no cleaning out of the pool as part of the flood recovery effort - other than the removal of visible parts of the tree that landed in the Pool. The Flood Recovery Team has been approached through the Hepburn Mineral Springs Reserve Advisory Committee to clean out the Pool.

ISSUE / DISCUSSION

The Hepburn Pool is part of the Hepburn Mineral Springs Reserve which is Crown Land and Council is the Committee of Management. The Hepburn Pool was the site of much controversy between the mid 1990s to the mid 2000s. Insurance coverage for the site as a swimming facility was withdrawn by the State's insurers and there was a move afoot to address the public

safety risks in the Pool by filling it in. This caused great concern in the community.

In 2006, the then Minister for Planning, Robert Hulls commissioned CPR Consulting and senior consultant, Lynne Haultain, to undertake a broad consultation with key stakeholders on the issues surrounding the future use of the Hepburn Pool and the requirements of the State's insurers. The outcome of the process was the 'Haultain Report'.

Through the development of the Report, an agreed position was negotiated between representatives of the community, the Aboriginal Embassy, DSE, VMIA, Heritage Victoria and Council whereby the Pool was retained and protected, swimming was banned and the risk of accidental entry to the pool was reduced. Public liability insurance coverage for the site was subsequently reinstated.

There has been debate about cleaning the Pool, including the removal of the silt that has accumulated over the years. Advice from DSE some years ago suggested that undertaking the work could be interpreted as making the pool more suitable for swimming. Prior to cleaning out any more of the flood related debris in the Pool, Council sought advice from DSE as to whether the removal of this debris would in any way compromise the insurance coverage in place.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Maintaining the Hepburn Pool and surrounds is the responsibility of the Hepburn Shire Council as the Committee of Management. The removal of flood related debris from the Hepburn Pool, with support from the DSE and their insurers, is consistent with Council's obligation to manage risks in this public space and maintain appropriate public liability insurance coverage.

FINANCIAL IMPLICATIONS

Council received funding from NDRRA to undertake the clean-up and repair of broken infrastructure around the Hepburn Pool. It is anticipated that the cost of the removal of debris will be less than \$5,000 and there are sufficient funds in the NDRRA budget to cover this cost.

RISK IMPLICATIONS

To mitigate the safety risks at the Pool a number of interventions were put in place following the release of the 'Haultain Report'. The works included improving walking tracks and steps, placing guardrails and child-safe gates in

fencing around the Pool and stairs, resurfacing the concourse with non-slip material and additional signage.

Council officers have been advised by DSE that the removal of debris from the Pool will not compromise the insurance coverage at the site. DSE staff observed that the debris should be removed because it removes “likely underwater hazards for people who choose to ignore signs as well as ensuring there is no pressure put on banks and the pool wall which could cause erosion or flooding impacts”.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Should Council resolve to remove debris from the Pool, a Works on Waterways Permit will be applied for to ensure the process is in keeping with the requirements of the Catchment Management Authority.

The social implications arising from this report are largely beneficial. The removal of debris from the Pool reduces safety risks in the event that someone enters the Pool, despite the signs that ban swimming. Removing debris from the Pool has been raised with representatives of the Aboriginal community and they have an interest in the Pool being drained to remove the debris.

There are people in the community who would like the Pool to be restored as a place for swimming. The proposed removal of debris from the Pool will not change the status of the Pool as it is a site where swimming is not permitted.

There are no economic implications arising directly from this Report.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

This item was discussed at the Hepburn Mineral Springs Reserve Advisory Committee meeting in November 2012 and lead officers to pursue advice from DSE about undertaking the work. Members of the local Aboriginal community have been consulted about the removal of debris from the Pool and other works around the site. There has been no broader community consultation on this issue

CONCLUSION

During the heavy rainfall events that occurred in 2010 -2011, the area around the Hepburn Pool was damaged in a number of ways. In the immediate aftermath, fallen trees were removed. During 2012 repairs were made to damaged infrastructure. The Flood Recovery Team has been approached to complete the cleanup of the site by removing debris from the Pool. Given the complex history of insurance coverage at the site, advice was sought from the

DSE before any work was to be done to ensure that it would not compromise existing public liability insurance. Advice has been received that DSE supports the removal of debris from the Pool and that this work would have no impact on the existing public liability insurance at the site. Funding is available from NDRRA to undertake the works.

OFFICER'S RECOMMENDATION

- 10.9.1 That Council proceeds with the removal of flood related debris in the Hepburn Pool subject to the conditions of the Works on Waterways Permit with funds provided by the Natural Disaster Relief and Recovery Arrangements (NDRRA).

MOTION

- 10.9.1. *That Council proceeds with the removal of non silt flood related debris in the Hepburn Pool subject to the conditions of the Works on Waterways Permit with funds provided by the Natural Disaster Relief and Recovery Arrangements (NDRRA).*

Moved: Councillor Pierre Niclas

Seconded: Councillor Kate Redwood

Carried.

10.10. COUNCIL'S SISTER CITY AGREEMENT AND BUSINESS OPPORTUNITIES

GENERAL MANAGER SUSTAINABLE DEVELOPMENT

In providing this advice to Council as the Manager Economic Development and Tourism, I John Collins have no interests to disclose in this report.

PURPOSE

The purpose of this report is to seek Council's determination on the level of commitment in pursuing the Sister City Agreement with Bozhou City and being proactive in monitoring ongoing business learning and engagement opportunities with China.

BACKGROUND

At Hepburn Shire Council's August 2012 meeting, Council supported a proposal to progress a Sister City relationship with the City of Bozhou in the People's Republic of China. The former Mayor, Cr Klein; Manager Economic Development and Tourism, John Collins; Business and Tourism Association representatives Margaret Giles and Jo Ruchel; and local businessman Roger McLean participated in the visit which was coordinated by Michael Guo, Executive Chairman, Australia International Trade Association.

The purpose of the visit was to initiate the next step in establishing the formal agreement for a Sister City agreement that had been initiated by former Mayor, Cr May, between Hepburn Shire Council and the City of Bozhou in Anhui Province, China.

The aim was to seek conversations between the Shire delegation and Bozhou officials with the view to establishing connections in pursuit of mutually beneficial economic, environmental, tourism, cultural and educational opportunities.

A detailed report of the trip is included in Attachment 5.

On 10 December, 2012, a return visit of Bozhou Government officials and business people was hosted by the Mayor Cr Bill McClenaghan, CEO Aaron van Egmond, Council officers and the members of the business community that had participated in the delegation to Bozhou.

This meeting consisted of general introductions. Roger McLean expressed a wish on behalf of the Hepburn Shire business community to continue to forge mutually beneficial relationships with Bozhou with particular regard to a

Traditional Chinese Medicine Expo and the possibilities of growing selected herbs. No in-depth discussions occurred and no agreements were signed.

ISSUE / DISCUSSION

Hepburn Shire Council's visit to Bozhou and Hefei was a significant first step in establishing a long-term relationship with China. Hepburn Shire business and community delegates are now looking to Council for confirmation of an ongoing commitment to building and growing the potential opportunities.

Council must be strategic in its allocation of limited available resources. Some options for Council to consider are:

1. Council endorses the Manager Economic Development and Tourism to maintain a 'watching brief' on Chinese opportunities for Hepburn Shire businesses, and seek advice on where more assistance might be obtained, e.g. Neighbouring Councils with operating Sister City Agreements, Invest Victoria or AusTrade. This proposal will be funded in 2013-14 with \$2,500 carried over from the remaining 2012-13 budget. No other budget or resources will be allocated to this initiative without Council endorsement. This option would only provide budget support for receiving a couple of visiting Chinese business or government delegations. Others would have to be declined.
2. If Council considers some limited commitment is warranted, then this could be achieved, in part, by arranging some brief training sessions for Councillors, Officers and community representatives in Chinese etiquette and meeting protocol. This could then be supported by establishing an advisory committee to help develop a strategic plan for how to manage the Sister City relationship and other visiting delegations into the future. One aim of such a plan would be to ensure Council's commitment is clearly captured in the forthcoming Council Plan and annual budgets. This proposal would include the work defined in option 1 above. This level of commitment is estimated to cost \$7,450.
3. If Council considers the Bozhou Sister City Agreement and related opportunities to be a priority, a budget allocation will be required for resourcing. At a minimum, it is believed that this would require 0.4 EFT at Band 5, with a small operating budget (\$16,500), bringing annual cost to about \$42,000.

If developing relationships with China is a priority for Council, it is proposed that this part-time support role be established to:

- develop a policy,
- draft a strategy,
- establish a robust network of advisers,
- initiate a community-business special interest committee,
- coordinate visiting delegations,
- develop a long-term plan for management of a Sister City agreement,
- encourage and support Shire businesses that wished to participate in the Victorian State Government trade delegations to China.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

There is no commitment in the current Council Plan and to date, no suggestion that Council adopt a position regarding participation in development of any particular relationship with China.

FINANCIAL IMPLICATIONS

The costs associated with the three proposals are:

- Option 1 – Officer time and \$2,500
- Option 2 – Officer time and \$7,450
- Option 3 – Recruitment and management time and \$42,500.

At this time, there is no clear indication of what ongoing costs may be involved should the Anhui Province elect to continue with cementing the existing Sister City Agreement. Council will need to address this issue when it arises and can choose to limit initiatives under the agreement subject to funding priorities.

RISK IMPLICATIONS

There are clearly some expectations within the business and broader community associated with Council's decision to enter into the Bozhou Sister City Agreement. The options presented allow Council to continue to remain connected with business opportunities as they arise.

Should Council elect not to proceed with the Sister City Agreement with the City of Bozhou there is likely to be some reputational impact, however there is no way to estimate whether such impact may be significant or not. Officers have not sought advice on this matter at this stage.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

No foreseeable implications are envisaged until such time as a policy and strategy are established. Environmental implications would be associated with potential land based joint ventures should they arise. Potential social and economic implications are considered to be only positive.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Except for some initial meetings with representatives of business and the local business associations prior to the Bozhou visit, no stakeholder engagement has been undertaken.

CONCLUSION

The delegation believes the trip to Bozhou was successful in establishing the foundation for a long-term, mutually beneficial relationship.

The most successful opportunities are likely to lie with a business export partnership that deals with manufacturing of spirits. An equally promising opportunity may be possible through developing a Traditional Chinese Medicine Expo in Daylesford founded on our Spa and Wellness credentials and our high quality organic produce.

There is also some interest in a variety of natural environment projects. These are most likely to be in the form of information exchange or mentoring between experts in each country.

Educational projects are also a possibility, but are likely to be resource intensive and are best pursued through the local schools. Hepburn Shire's connection with the Chinese miners of the 1850s is clearly a strong cultural connection that could be built upon sometime in the future.

Tourism opportunities are less achievable, however small steps should be made to prepare for stronger partnerships with the work being undertaken by Tourism Victoria and Tourism Australia. This is best achieved through the Daylesford & Macedon Ranges Regional Tourism Board.

The return visit by the delegation from Bozhou was too limited to predict any particular outcome.

OFFICER'S RECOMMENDATION

- 10.10.1 That Council welcomes selected Chinese business and government delegations; arranges some training for Councillors and Officers in dealing with China; establishes a business/community advisory committee; and remains alert for future opportunities – Budget \$7,450.

MOTION

- 10.10.1. *That Council endorses the Manager Economic Development and Tourism to maintain a 'watching brief' on Chinese opportunities for Hepburn Shire businesses, and seek advice on where more assistance might be obtained, e.g. Neighbouring Councils with operating Sister City Agreements, Invest Victoria or AusTrade. This proposal will be funded in 2013-2014 with \$2,500 carried over from the remaining 2012-2013 budget. No other budget or resources will be allocated to this initiative without Council endorsement. This option would only provide budget support for receiving a couple of visiting Chinese business or government delegations. Others would have to be declined.*

Moved: Councillor Don Henderson

Seconded: Councillor Sebastian Klein

Carried.

**ATTACHMENT 6 - SISTER CITY DELEGATION VISIT TO CHINA
SEPTEMBER 2012**

Sister-City Delegation visit to China

September 2012

Introduction

At the Hepburn Shire Council's August 2012 meeting, Council supported a proposal to progress a Sister City relationship with the city of Bozhou in the People's Republic of China. This meeting followed an earlier agreement signed by the former Mayor, Cr Rod May, to pursue such an agreement, and the tabling of an Officer's report with background supporting material. (DOC/12/28985; Report to Council - 21-08-2012 - Cultural and economic opportunities with China, and DOC/12/29448; Brief to Council - 14-08-2012 - Culture and economic opportunities with China)

The incumbent Mayor, Cr Sebastian Klein headed the delegation with three business and community representatives from across the shire. The Manager Economic Development and Tourism also attended on behalf of Council to support the delegation and to look to maximise potential business, education and cultural opportunities.

This report provides a summary of the delegation's visit to Bozhou and makes some general recommendations regarding possible opportunities for the future. It also provides some suggestions for those people that may participate in future visiting delegations to Bozhou.



View of Bozhou City

Executive Summary

In general the trip to Bozhou and Hefei (the regional Capital City of the AnHui Province) was successful in establishing relationships with the partner Government officials and in providing a sense of context for the ongoing opportunities and obligations associated with a Sister City agreement.

In simple terms, the relationship may appear somewhat out of balance when comparing Hepburn Shire Council with the City of Bozhou, as Hepburn's population of approximately 15,000 in an area of 1,472 sq Km is miniscule to Bozhou's 5.34 million in 8,523 sq Km.

Bozhou is considered the capital of Traditional Chinese Medicine (TCM). In addition to its rich historical claims, the region is a major exporter of TCM products around the world; equivalent to US\$13 million per annum. Bozhou is a significant education centre specialising in agriculture, technology, land management, hospitality and liquor. With Hepburn it shares health and wellbeing as a significant industry aspiration, claiming over 400 people currently over 100 years of age. Bozhou's Technical College has over 7,300 students studying Pharmacy, Information Technology, Electronics and Business Management.

Along with its established role in TCM and herbal products, it also has a major biotechnology company and significant aspirations of becoming a major tourism destination.

The meetings with Bozhou and Hefei government officials, and business and education officials were useful, however the delegation also felt we were limited in our ability to hold extended conversations due to time and translation constraints.

Some of our delegation was also able to meet with Patrick Stringer, Commissioner-Greater China, and Chief Representative of the Victorian Government in Shanghai.

The delegation was warmly welcomed at each stage. Clearly, the Bozhou officials are keen to cement a stronger relationship with Hepburn. This will be achieved in part by the proposed visit to Hepburn of a delegation from Bozhou, proposed for late in 2012.

The visit by Bozhou will need to be thoughtfully structured to allow opportunity to develop conversations that address ideas for business, education and cultural exchange. Ahead of this, it will be imperative that Council determines how it plans to resource this Sister City initiative to ensure the recommendations approved by Council, particularly establishing a broad-based community-business advisory committee, are able to be implemented and maintained for the long term.

From a tourism perspective, Bozhou is unlikely to become a source of much growth in the immediate future for Hepburn Shire as it largely has a population still focussed on development of living standards rather than opportunities for overseas travel.

Bozhou is becoming increasingly self sufficient as it develops and expands, however commentators suggest it has some way to go before it is a major source of trade opportunities

except at a business to business level. The most likely opportunities are expected to lie in the areas of herbs, agriculture, education or cultural exchange, and possibly wine/liquor.

It is appropriate here to record special thanks to **Roger McLean from Herbal Lore** for supplying a large proportion of the main gifts (heavily discounted) that were provided to government; to **John Cable from JC Bee Honey** for the gift of jars of honey; to **Boaz Herzfeld from Creswick Woollen Mills** for providing a very substantial discount to Council in purchasing additional gifts.

It would be remiss not to record the delegations appreciation for the effort by the Mayor, Councillor Sebastian Klein, in carrying out his official duties during the visit. The Mayor performed his tasks with dignity, sincerity and competence.



Roger McLean from Herbal Lore at the TCM Expo in Bozhou

Recommendations

That Council:

- Expedite agreement on resourcing of the China Opportunities process to ensure adequate funding and staff resources, including appropriate reference in Council's four-year strategic plan and ongoing budgets.
- Agree a process for advertising membership of a small, but broad-based community and business committee to evaluate how Hepburn Shire might best maximise opportunities from the Sister City agreement.
- Supports the participation of the community-business committee in hosting the Bozhou City visit and other approved visits by Chinese delegations.

- Invites the members of the community-business committee to participate in a training program to educate Councillors and Council staff on Chinese engagement protocol and cultural etiquette.
- Continues to engage with Daylesford and Macedon Ranges Tourism and Tourism Victoria to maximise exposure to growth in Chinese tourism.
- Ensure that planning of any future visits to China include; a) better management of the itinerary in consideration of the impact of long-distance travel, b) funding access to the delegations own interpreter, and c) build in more time for follow-up conversations with targeted government, business or education officials.
- Consider funding creation of some tailor-made gifts suitable for exchange with visiting delegations.
- Establish a robust consultation process with other regional Councils that are already experienced in managing effective Sister City relationships. That Council continue to develop stronger connections with appropriate State and Federal departments and agencies that can support and strengthen exchange processes.
- Formalise engagement with the Australia-China National Association and similar agencies, and look to formalise a clearer working relationship with the Australia International Trade Association (AITA) Group (Mr Michael Guo).



Mayor, Cr Klein presents a gift to the Mayor of Bozhou

Background

At the instigation of Mr Michael Guo, CEO of the AITA Group, an initial ***Memorial of Understanding*** was signed between the Mayor of Bozhou City and the Mayor of Hepburn Shire Council, in May 2011.

In August, 2012, Council resolved in favour of progressing immediately with taking the next step to signing a Memorandum of Understanding (MoU) with the City of Bozhou. Council Officers had prepared a background report and a briefing paper, as mentioned above.

In order to address the Council resolution, it was agreed that a delegation would go to Bozhou to coincide with the International Traditional Chinese Medicine Expo (September 8-10, 2012). A call for expressions of interest with the community and business elicited three responses.

1. **Ms Jo Ruchel** – business owner/operator and member of the committee for the Daylesford and Hepburn Springs Business and Tourism Association and experienced education practitioner.
2. **Mr Roger McLean** – Local business owner/operator with a particular interest in herbal products and Chinese medicine.
3. **Mrs Margaret Giles**, - Business owner/operator and secretary of Business and Tourism Creswick, with a background in education and community.

The delegation was lead by the Mayor, Councillor Klein and supported by the Manager Economic Development and Tourism, John Collins.



Part of the TCM Expo Opening Ceremony, Bozhou

Itinerary

Saturday 8 Sep – Travel from Melbourne to Bozhou

Sunday 9 Sep – Meeting with Bozhou Government officials, official banquet, TCM Expo Opening Ceremony.

Monday 10 Sep - Official presentation by Bozhou government, business and education officials. Attend TCM Expo, Cultural site visits, travel to Hefei, Dinner meeting with Government officials

Tuesday 11 Sep - Meeting with Hefei City Foreign Affairs Office, Meeting with the China Council for the Promotion of International Trade, the Association of Industry and Commerce, the Communist Youth League, and Agriculture Committee, followed by formal lunch hosted by the Deputy Mayor. Travel from Hefei to Shanghai.

Wednesday 12 Sep - Recovery day. Attempted to arrange meetings with the Victorian Government Business Office and Tourism Australia.

Thursday 13 Sep - Met with Commissioner Greater China, Chief Representative Victorian Government. Travel from Shanghai to Australia.



Cr Klein on the big screen addressing 20,000+ people at the TCM Opening Ceremony

Bozhou

At the official meeting on the Sunday, the delegation met and spoke with:

- **Fang Chunming**, Director of Bozhou, People's Congress Standing Committee, and Party Secretary of Bozhou;
- **Xie Jieang**, Municipal Party Committee, Secretary General;
- **Lian Baojun**, Discipline Inspection Commission, member of Standing Committee, Director General of Bozhou Municipal Bureau of Supervision;

- **Liu Yan**, Director Local Tax Bureau
- **Sun Jinlun**, Director, Municipal People's Government Foreign Affairs Office
- **Cheng Yamei**, Deputy Office Director, Municipal People's Government Foreign Affairs
- **Shen Qiang**, Mayor, Bozhou People's Government, AnHui Province, People's Republic of China.
- **Wang Yuxi**, Deputy Mayor, Bozhou People's Government, AnHui Province, People's Republic of China.
- **Zhang GuanJun**, Section Chief, Bozhou Municipal Foreign Affairs Office, AnHui Province.



Cr Klein receiving a gift before the official government and business presentations

At the formal meeting in Bozhou there were representatives from Tourism, Commerce, Education and Health. The Hepburn delegates had an opportunity to speak briefly about the Shire from an economic, tourism, educational and community perspective. We received presentations from the Mayor, Education, Culture and Tourism, Public Health, Professional and Technical Colleges, Hospitality Industry, a major liquor manufacturer and a Pharmaceutical Company. However, there was no opportunity for further targeted conversations at that time.

At the TCM Ceremony, Cr Klein also met with Jeffery Huang, who works out of Beijing as the Vice-Secretary-General for the World Federation of Chinese Medicine Societies (www.wfcms.org). This group has run events in Sydney and Melbourne and he was very

interested in running one in a country area that was neutral to major cities and to make it available to TCM practitioners from around Australia and beyond.

Meetings on the Tuesday with Hefei Officials were equally cordial and somewhat more relaxed as several of them had some command of English. This assisted ease the burden of translation for the interpreter and helped to establish a slightly better level of conversation.

In both Bozhou and Hefei, delegates met with some officials that did not have business cards which made it difficult to keep a reliable record of contacts. In Bozhou in particular, it became clear that Westerners remain something of a novelty. When in public venues, many of the delegates were followed around by people taking photographs of them using cameras and mobile phones. Several individuals asked if they could have their photographs taken standing with the delegates.

On Tuesday, the group met with Hefei City Officials where each member of both delegations gave a briefing. Hefei delegates included:

- **Jin Xiaoyan** – Chairman, Standing Committee of Hefei Municipal People's Congress, Religion, Foreign Affairs and Overseas Chinese Affairs
- **Kang Jianhua**, Vice Chairman Standing Committee of Hefei Municipal People's Congress
- **Shi Limin**, Director, Hefei Foreign Affairs and Overseas Chinese Affairs Office
- **Chen Qiliang**, Deputy Director, Hefei Foreign Affairs and Overseas Chinese Affairs Office
- **Yu Bo**, Director, Department of Banking, Hefei Finance Office
- **Zheng Rong**, Deputy Director, Hefei Municipal Bureau of Commerce



China Bozhou & Australia Hepburn Shire Economy and Trade Exchange Forum banner

Meeting with Commissioner Stringer

The Commissioner graciously hosted a meeting between the Mayor, Cr Klein; Manager Economic Development and Tourism, John Collins; and Mrs Margaret Giles on behalf of the business and community representatives.

The Commissioner was interested to understand why Bozhou City had been chosen and indicated that he felt the opportunities with Bozhou could be slower to nurture due to their stage of development and relatively remote location. He suggested that the major indicator of success for Hepburn lay in the extent to which Bozhou showed keenness to participate at a meaningful level. He also warned us not to expect very much from this initial visit as the officials would have largely been 'checking you out' to determine if they felt we were serious about establishing a relationship. For the Chinese, they rarely pursue business opportunities until they feel they have established a strong relationship.

The Commissioner also explained that it was highly likely that the agent was receiving a 'success fee' for connecting Hepburn with Bozhou. This meant that it may be necessary to build the network beyond the agent as quickly as possible, and certainly to remember that government officials come and go, and to ensure we establish a strong and broad base beyond the initial connections as quickly as possible.

As for tourism potential, he warned us not to put too much effort into Bozhou as they remain a developing region with limited wealth for travel outside of China. He noted that they are a city of over five million, but don't have an airport or high-speed rail services. The Commissioner encouraged us to seek opportunities through Tourism Victoria who are looking at a campaign to target the new wealthy Chinese in the major cities such as Beijing, Shanghai and Guangzhou.

We were encouraged by both our experience and the Commissioner's comment that the people of AnHui were very friendly. In summary he advised:

- Be aware that when the Mayor of Bozhou comes to Hepburn he may travel with as many as twenty delegates.
- We need to be patient as building mutually effective benefits can take significant time and resources, and that the Chinese can be very demanding.
- For the Chinese, a measure of success is more likely to be seen in the number of MoU's they have rather than the number of dollars it has returned. This may change.
- Look for specific business opportunities between individual businesses.
- If Hepburn is serious, it will require a dedicated resource, probably in the vicinity of 0.4 EFT.

- When the relationship is starting to grow stronger, it may be wise to NOT go through the agent unless you have a lot of confidence in the relationship and the details of the arrangement are clear.
- The Chinese are very relational. Get your own relationships established on a sound footing.
- Control your costs. These arrangements have a bad habit of blowing out. Be firm.
- When and where possible, use your own interpreter.
- Comparatively speaking, AnHui is not a wealthy region. Don't expect too much too soon.

The delegation are very grateful to the Commissioner and his office for their hospitality and support.



Hefei City showing the Government offices upper left

Tourism Australia

While a meeting with Tourism Australia was not possible due to time constraints, the Shanghai office graciously provided some material on tourism in Australia that was presented in Mandarin. This allowed the group to provide each of the delegations that we met with to be given a package of our local tourism offering in English, along with some more generic material in Chinese. In each case the material appeared to be very well received.



Construction sites were very common across the Hefei skyline – as far as you could see.

Lessons learned

1. **The language barrier** - While the delegation managed by using the agent as an interpreter, there were many occasions where it was not clear what was happening and what was expected of us. This was particularly true for when we landed late in Zhengzhou and there was no one to meet us. When someone did arrive, they were expecting ten people rather than five and the situation became quite confusing. The hotel in Bozhou had only one staff member that spoke some English.

In addition, there were numerous conversations where it was necessary to trust the agent's interpretation of what was being discussed. Furthermore, when the delegation was left to travel to Shanghai without the agent, we were effectively without language which caused some considerable difficulty in simply getting around and making simple arrangements. More importantly however, it became almost impossible to pursue individual conversations with specific officials or business people. This proved to be very limiting in establishing stronger connections.

It would be helpful if the interpreter could also double as an assistant. Distributing our tourism promotional material was difficult on occasions, and distributing the gifts in an appropriate manner also proved awkward for the delegates.

2. **Planning** - The delegation was disadvantaged in not being able to be better prepared because we couldn't get copies of the agreement that was to be signed, an adequately detailed itinerary, lists of people we were meeting, better information on Bozhou City and an understanding of the structure of Government. Meetings with Chinese based agencies would also have helped the delegation to be better prepared overall. The next delegation should look to get formal appointments with agencies in

Shanghai or Beijing to ensure more support and better understanding of the local context. Delegate members would also have valued some more advice on Chinese etiquette and cultural norms. Connections to the local Chinese Consulate in Melbourne should be investigated.

3. **Community/business engagement-** The delegation would have been in a more informed position if there had been time to engage more with the local Hepburn community and business sector. As it was, this opportunity was extremely limited and meant that delegates did not feel that they had the support or understanding of the broader community. It would have been useful also to have had time to arrange some media coverage to better explain the value of the Sister City agreement and what Council hoped to achieve on behalf of the Shire. In addition, delegates did not have enough time to prepare some research on economics, education and investment opportunities ahead of the trip.
4. **Local products** - While there is obvious weight and bulk limitations to what can be carried on such a trip, the tight time-frame limited opportunity for getting donations of local products to use as official gifts. The gift exchange is an important part of establishing the relationship and a great opportunity to promote local goods. Council does not have a large budget for providing gifts, and it was very generous of a few businesses to make offerings to support the delegation in this regard. More consultation and time will allow this issue to better addressed in the future. Hepburn Shire Council has little or no products that might be considered representative of the Shire, the local culture, or produce as the Chinese do. This issue needs significant consideration ahead of any future delegation.



Mrs Margaret Giles, Cr Klein, Hefei Official, Ms Jo Ruchel and Roger McLean

5. **Staying connected** - Most, if not all, delegates should arrange global roaming for their mobile telephone, or buy a local sim card. In groups of four or more, it is easy to get separated and in a strange place with language difficulties, it can become awkward, if not dangerous, if delegates become separated.
6. **Physical limitations** - The itinerary was quite unreasonable in that it expected delegates to travel for 23 hours and then with only 4-5 hours sleep to be up and functioning at official meetings until 11.30pm the next evening. The itinerary crammed the majority of official engagements into the first three days without sufficient time for debriefing, pursuit of more complete conversations with targeted businesses, or reasonable rest time. The next trip may also consider allowing some delegates the opportunity to stay on for a few more days to pursue individual business connections. In addition, the itinerary documentation provided proved to be somewhat unreliable.
7. **Visa applications** - Early visa applications will avoid extra cost to Council and the individuals.
8. **The agent** - AITA appeared to handle all of the arrangements for the Hepburn delegation, however it proved very difficult to get answers to our questions about gaps in the detail of the itinerary etc. If AITA is used again, a much better communication channel needs to be established and a clearer view of how the delegates can get some greater say in development of the itinerary.

Our reliance on the agent meant that the delegation had no 'Plan B' if something went awry. In future, a contingency that included contact details for Chinese based support should be established.
9. **Accommodation** - Overall, accommodation was excellent. However, the location of the accommodation in Shanghai proved very impractical given it was diagonally opposite the Shanghai Pudong airport where we needed to depart from, and a considerable distance from the offices in the city where we were trying to arrange meetings. Something like the Shanghai Metropole would have been far more sensible and wasted less of our time, particularly with more than four people; we always had to travel in two taxis.
10. **Ranking** - The Chinese enter a room and are seated according to an order from the most senior official. To avoid being considered ignorant and to save confusion, the delegation needed to agree an order for entering, seating and for formal photographs. Further training and advice in relation to etiquette and meeting protocols is required before any future delegations.
11. **Recording the trip** - Ararat Rural City Council recommended using video to capture much of the trip. This proved impractical as none of the delegates was an experienced user or owned a video camera. In addition, it proved to be impractical to be participating in a meeting and to get the chance for photography. On this occasion, we relied on the agent's staff (who were taking numerous photographs) to provide some for

us. However, due to the tight schedule there was limited opportunity to purchase a suitable memory device for downloading the images before departure, and our efforts to get images since the trip have not yet been fruitful. Future delegations should carry compact cameras to capture opportunistic photographs, particularly of significant business contacts or officials. Alternatively, the role of interpreter/assistant could be extended to include taking some photographs.



Roger McLean shares a light moment during presentation of his product to Hefei officials

12. **Travel tips** - At a practical level: a) the delegation had some occasions where tickets and passports etc were difficult to find. It is strongly recommended that all travellers use a money belt or shoulder pouch for cash, tickets of different kinds, and passports; b) Those travelling with mobile phones will need an adaptor for recharging the battery; c) Where possible, all delegates should have a business card in Chinese and English; d) Suitable summaries of Hepburn and some simple promotional brochures should be translated into Chinese well ahead of time; e) Delegates should receive some training in etiquette for the Chinese banquets. Given there is an unavoidable tradition of 'toasting' using strong liquor, delegates need to be prepared to opt in or out at the beginning of proceedings.

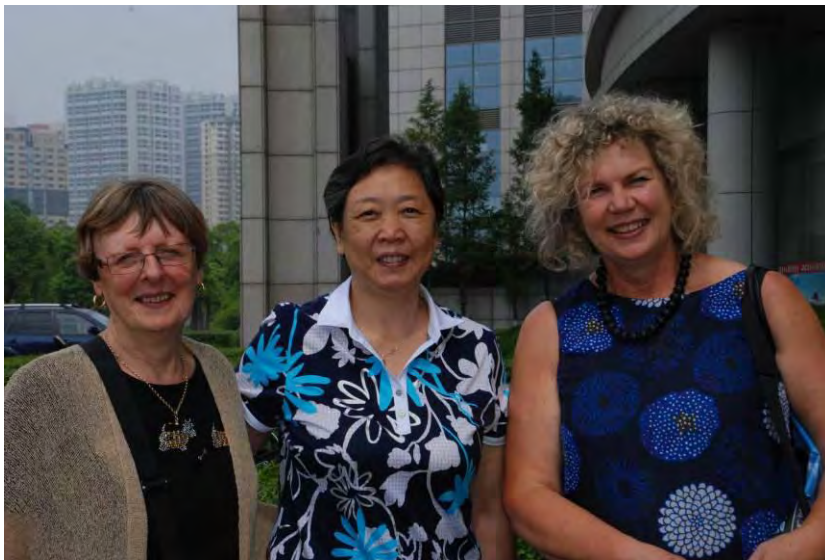
Opportunities

In addition to the opportunities mentioned in the 'Lessons Learned' section above, there are some other opportunities that could be pursued.

When the Shire is expecting visits by other delegations, or by Bozhou City, those with responsibility for the arrangements should look to ensure overnight visitation. This would allow the region to benefit from more time to engage with the officials and business people, and to try to better capture value from accommodation and meals. It is usual for the hosts to offer a banquet for the visitors; this will be particularly true for the Bozhou City visitors. Council should establish a process whereby local catering companies or restaurants are offered the chance to tender for such banquets.

It will be important over time for those involved in dealing with Chinese visitors that we have a better understanding of the simple protocols and cultural subtleties that help bridge the language and cultural barriers. This will be particularly true for Councillors, staff and community/business representatives that have direct contact.

In pursuing opportunities with Bozhou, it may be beneficial to see if a health specialist could participate in the next delegation. As Traditional Chinese Medicine is a major platform for Bozhou, and a clear link with the health and wellbeing aspirations of Hepburn, there is potential for some business or educational connections to be established on this topic. There may also be some horticultural or agricultural exchange opportunities.



Margaret Giles and Jo Ruchel with Jin Xiaoyan – Chairman, Standing Committee of Hefei Municipal People’s Congress, Religion, Foreign Affairs and Overseas Chinese Affairs

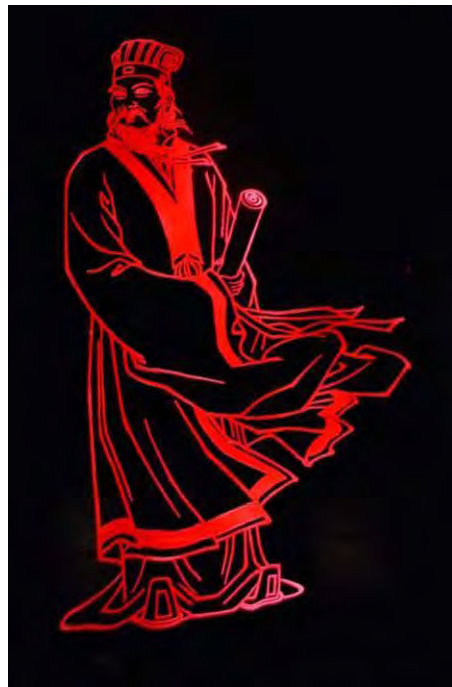
Conclusion

The Chinese culture requires a certain level of trusting relationship to be established before any meaningful opportunities can be explored. While experienced practitioners have warned us that this can take a long time to achieve, and that the Chinese can be quite demanding, a first step has been taken.

Nevertheless, to build an effective relationship is going to require a commitment from Council. Council will need to determine what amount of resourcing it is prepared to commit toward the Sister City agreement and what level of priority it is to have compared with other demands from ratepayers.

In addition to working with Bozhou City, there may well be opportunities for individual businesses elsewhere in the AnHui Province and further afield in China

It is likely to be many years until Bozhou has more direct/faster access to external visitors. This needs to be better considered when planning for return visits.



Illuminated illustration at the Bozhou Cultural Centre Museum

Attachment 1

Agreement on Progressing Sister City Relationship and Promoting the Friendly Cooperative Relationship between Bozhou City and Hepburn.

(DOC/12/38310 Signed Agreement - 10-09-2012 - Progressing Sister City Relationship and Promoting the Friendly Cooperative Relationship between Bozhou City and Hepburn, Australia)

**ATTACHMENT 7 - SIGNED AGREEMENT – PROGRESSING SISTER CITY
RELATIONSHIP AND PROMOTING THE FRIENDLY COOPERATIVE
RELATIONSHIP BETWEEN BOZHOU CITY AND HEPBURN, AUSTRALIA**

Agreement on Progressing Sister City Relationship and Promoting the Friendly Cooperative Relationship between Bozhou City and Hepburn, Australia

Background

On July 6, 2011, Fang Chunming, the municipal party secretary of Bozhou, Anhui province and director of the Bozhou municipal people's congress standing committee, on behalf of Bozhou Municipal Government, and Cr Rod May, mayor of Hepburn Shire, signed the MOU agreement on economic cooperation and Building sister-city relationships, which lay a solid foundation for the cooperation in politics, economy, trade, culture, and education between Bozhou City and Hepburn.

The Sister City Project

The project is aimed at establishing a mutually beneficial and co-operative relationship between the parties to progress cultural, social, economic and environmental issues. It signifies a relationship that may be built on by both parties and their communities of interest and will be benefited by the development of communication and exchange processes including a joint co-ordination committee supported by the Australia International Trade Association & Associates

The Agreement

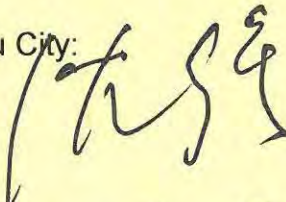
Each party agrees to the progression of a fully endorsed sister city relationship that is recognised by the relevant authorities as a bona fide relationship that promotes the aims and goals of the sister city project.

Each party furthermore agrees to promoting a friendly, co-operative relationship consistent with the goals of the sister city relationship.

This Agreement is written in Chinese and English in duplicate, each party keeps one copy, each copy shall deemed equally authentic,

Bozhou City:

Date:


2012.9.10

Hepburn shire Council:

Date:


2012.9.10

Explanatory notes and guidelines for Joint Committee

Joint coordinating committee meetings will be held from time to time between Bozhou and Hepburn with the aim to review the annual key matters of the relationship and plan bilateral cooperation and exchange programs in the next year. It will consists of chairman, deputy chairman (incumbent mayor from each city; two-yearly rotation mechanism), executive committee (responsible officers from municipal foreign affairs office, municipal commercial bureau, education bureau respectively on behalf of Bozhou City; councilor/s and community members responsible for international exchanges and trade and economic matters, agriculture matters, education matters, respectively on behalf of Hepburn City Council)

1. They will share relevant information related to economic and trade, technology, culture, investment, technology transfer, investment attraction at a fixed time, including exchanging of publications and information about mutual cities and respective products and services.
2. They will consider and recommend community and business organization that may enjoy various co-operative partnerships.
3. They will collaborate with others outside the Bozhou and Hepburn administrative regions to capture support and cooperation at higher political and administrative levels.
4. They will propose and support various activities to facilitate more services, such as government delegations, economic and trade delegations, investment seminars, international investment promotion activities, education delegation, eg, teenagers summer (winter) camp.

The Australia International Trade Association & Associates (AITA & Associates) will be responsible for assisting and coordinating development of the relationship.

关于推进亳州市与澳大利亚郝本沙市友好交流合作的 协 议 书

一、 合作背景

2011年7月6日,中国安徽省亳州市市委书记、市人大常委会主任方春明代表亳州市政府,澳大利亚郝本沙尔市市长、维多利亚州地方议员罗德迈代表郝本沙尔市市厅,在澳大利亚新南威尔士州议会共同签署了两市“经济协作暨建立友好城市关系意向书”,为两市在文化、教育、经贸等领域的合作奠定了坚实基础。

二、 友城项目:

该项目意在促使合约签署方建立合作互惠关系以推进文化、社会、经济及环境等方面的合作。该项目表明这一合作关系是由协议签署的双方和各自利益相关社区推动的,友城合作项目随着双方交流进程的推进,将会使得签署各方受益,交流工作包括成立由澳大利亚国际商会提供大力支持的联合协调委员会。

三、 协议内容及条款:


协议签署各方同意推进友好城市关系,并积极推动两国相关机构批准这种关系以便能够使得友好城市项目达到其目标。

同时,协议签署各方同意根据友好城市关系的目标推进双方友好合作的关系。

本协议一式两份,使用中英文两种语言成文,应视为同等有效。

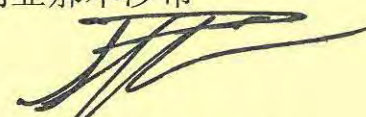
中国亳州市

日期:


2012.9.10

澳大利亚郝本沙市

日期:


2012.9.10

关于联合委员会的说明性注解和指南

联合协调委员会的会议将在亳州和郝本沙两城市之间不定期地举行,以便审核每年城市关系的主要事件并对下一年度的交流项目作出计划。委员会将由主席,副主席(两城市的现任市长,每两年轮换一次),执行委员会(亳州市外事办、市商业局、教育局的负责人,及郝本沙市议员、负责郝本沙市国际交流、经贸、农业以及教育的社区成员)组成。

1. 委员会成员们将定期就经贸、科技、文化、投资、技术转让以及吸引投资等主题交换信息,其中包括交换关于两城市和各自产品及服务的出版物和信息.
2. 委员会成员们将考虑并推荐有可能结成合作关系的社区和商业组织.
3. 委员会成员们将与亳州和郝本沙两城市以外的区域合作,在更高级的政治和行政层面上获得支持和合作
4. 委员会成员们将提议并支持各种活动以便促进更多的服务,例如政府代表团、经贸代表团、投资研讨会、 国际投资促进活动、以及教育代表团(比如少年夏/冬令营)

澳大利亚国际商会将负责协助,协调相关工作以推动两城市关系的进一步发展。

10.11. NEW CROWN LAND LEASE – CRESWICK MEN'S SHED AT CRESWICK PARK LAKE RESERVE

GENERAL MANAGER CORPORATE SERVICES

COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF MANAGEMENT FOR PARK LAKE RESERVE

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

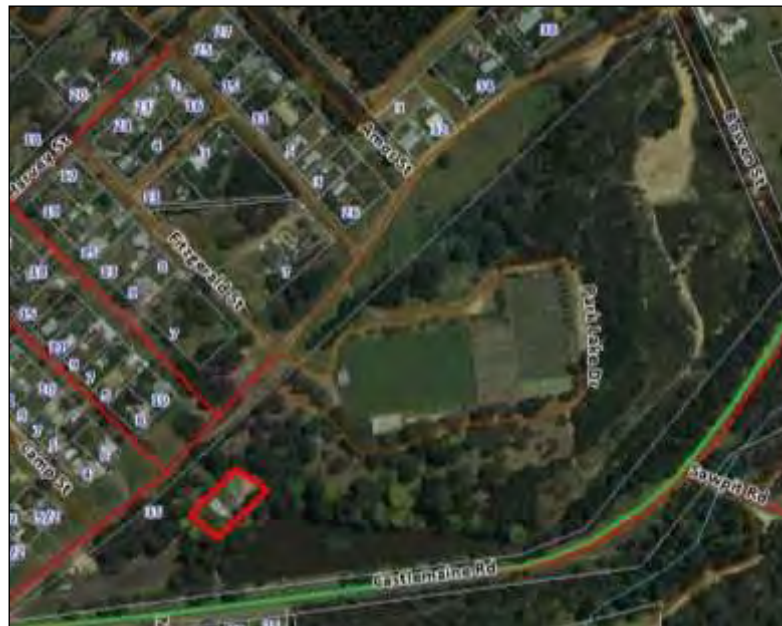
PURPOSE

The purpose of this report is to seek Council approval to enter into a ten year Crown Land lease with Hepburn Health Service for the Creswick Men's Shed. Hepburn Health Service is the auspicing body for the Creswick Men's Shed.

BACKGROUND

The area of Park Lake Reserve at 15 Bridge Street, Creswick (CA 15, Section 69, Township of Creswick), was permanently reserved for Public Gardens by Order in Council on 23 November 1868.

Below is a map of the Park Lake Reserve, with the area of the residence, Men's Shed and garden shed shown in red. Attachment 6 shows the specific area to be leased to Hepburn Health Service for the Creswick Men's Shed:



Hepburn Health Service currently leases the residential premises from Hepburn Shire Council. In the past, the residence was used as part of ongoing emergency accommodation programs. Since 2009, Hepburn Health Service has sublet the property to a permanent tenant. The permanent tenant acts in a caretaker capacity over the Creswick Men's Shed. The Men's Shed sits adjacent to the residence.

The Creswick Men's Shed began operating at the property in around 2003/2004. However, the existence of the Creswick Men's Shed has never been formalised by way of an occupancy agreement. It is proposed to separate the Men's Shed lease from the lease over the residence to provide clarity over roles and responsibilities. The lease over the residence is currently being reviewed.

ISSUE / DISCUSSION

Ministerial approval via the Department of Sustainability and Environment (DSE) will be required for the lease agreement as this use as a Men's Shed is not consistent with the 'Public Gardens' use for which the land was reserved. DSE has previously given approval in principle to this lease.

The proposed lease is for a 10 year term with an additional 10 year renewal option, based on the standard DSE lease under section 17D of the *Crown Land (Reserves) Act 1978* with special conditions.

The Special Conditions proposed are as follows:

- the tenant is responsible for all maintenance and capital renewal works and costs at the property;
- the tenant must submit a risk management plan to Council each year on the anniversary date of the lease; and
- the tenant must reimburse Council for all insurance premiums and deductibles for claims relating to the premises.

The Hepburn Health Service is charged a community rate (\$104+GST per year) for the lease but has full responsibility for the assets on the leased premises.

It is proposed that the lease over the residence at the property will run concurrently with the lease over the Creswick Men's Shed. Officers will submit the report for the residence lease to Council in April 2013 when details regarding maintenance and capital renewal requirements are finalised.

The proposed lease for the Creswick Men's Shed is attached (refer Attachment 7).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Hepburn Shire Council Policy 9: *Council Owned & Controlled Property* requires that appropriate written occupancy arrangements be in place. Good governance objectives and principles support having written occupancy arrangements.

Hepburn Shire Council is the responsible manager of the land at Park Lake Reserve by way of a restrictive Crown grant appointing Council as trustee. Pursuant to the *Crown Land (Reserves) Act 1978* and an Order made by the Governor in Council on 15 December 1998, Council has the right to lease the premises. When the use is not consistent with the purpose for which the land was reserved, ministerial approval is required.

FINANCIAL IMPLICATIONS

There are no financial implications regarding the issue of a lease to Hepburn Health Service over the Creswick Men's Shed.

The annual lease fee of \$104 + GST, for community based organisations is applicable.

All costs associated with the Creswick Men's Shed are the responsibility of the Lessee.

RISK IMPLICATIONS

This lease has been drawn up with advice from Council's solicitors.

The lease requires minimum public liability insurance of \$20 million with evidence of this and Certificates of Currency to be provided.

The Lessee must provide Council with a risk management plan specifically tailored to the inherent risks associated with a Men's Shed.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Men's Sheds promote recreation, physical and mental health and well-being through a range of skill sharing and companionship activities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council officers have worked in conjunction with Hepburn Health Service and DSE regarding this proposed lease.

CONCLUSION

Granting a 10 year lease with one 10 year renewal option as proposed will formalise the occupancy of the Creswick Men's Shed. The Creswick Men's Shed is auspiced by Hepburn Health Service.

OFFICER'S RECOMMENDATION

That Council:

- 10.11.1 Grants a 10 year lease with a 10 year option to renew to Hepburn Health Service for the Creswick Men's Shed to occupy the site adjacent to the leased residence at Creswick Park Lake Reserve, as per the attached draft lease.
- 10.11.2 Authorises the CEO and Mayor to execute the lease for and on behalf of Council.
- 10.11.3 Authorises officers to formally seek Ministerial Consent to the granting of this lease.

MOTION

That Council:

- 10.11.1. Grants a 10 year lease with a 10 year option to renew to Hepburn Health Service for the Creswick Men's Shed to occupy the site adjacent to the leased residence at Creswick Park Lake Reserve, as per the attached draft lease.*
- 10.11.2. Authorises the Chief Executive Officer and Mayor to execute the lease for and on behalf of Council.*
- 10.11.3. Authorises officers to formally seek Ministerial Consent to the granting of this lease.*

Moved: Councillor Don Henderson

Seconded: Councillor Kate Redwood

Carried.

**ATTACHMENT 8 - LEASED AREA – CRESWICK MEN'S SHED
(INCLUDING EXTENSION) ONLY**



ATTACHMENT 9 - PROPOSED LEASE - CRESWICK MEN'S SHED

HEPBURN SHIRE COUNCIL

AND

HEPBURN HEALTH SERVICES

**Section 17D Crown Land (Reserves) Act 1978
Lease
(Non-Retail)**

Premises: Mens Shed - 15 Bridge Street, Creswick

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THIS LEASE is made on
Schedule 1

and commences on the date in Item 4 of

BETWEEN THE LANDLORD whose name appears in Item 1 (**Landlord**)

AND THE TENANT whose name appears in Item 2 (**Tenant**)

RECITALS

- A** The Land is reserved pursuant to Section 4 of the Act for the purpose set out in Item 13.
- B** The Minister has appointed the Landlord as the Committee of Management of the Land and has power to enter into this Lease pursuant to Section 17D of the Act subject to the approval in writing of the Minister.
- C** The Landlord has agreed to lease the Land to the Tenant pursuant to Section 17D of the Act subject to the conditions, covenants, reservations, restrictions and exceptions and at the Rent set out in this Lease.

OPERATIVE PROVISIONS

1 PART 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Act means the *Crown Land (Reserves) Act 1978*

Authority includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

Bank Guarantee means an unconditional and irrevocable undertaking in a form acceptable to the Landlord given by a bank authorised under the provisions of the *Banking Act 1959* (Cth.) or an Act of the Parliament of Victoria;

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

Clause means a clause of this Lease; ("sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this Lease;

Commencement Date means the date set out in Item 4;

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

Crown means the Crown in right of the State of Victoria;

Default Rate means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*; if that rate ceases to be published then it means any rate substituted in its place;

Further Obligations means any obligations set out in Schedule 3;

Further Term means the further term or terms set out in Item 8;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

GST Act means *A New System (Goods and Services Tax) Act 1999*;

Guaranteed Sum means the amount set out in Item 9;

Hazardous Materials includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

Her Majesty means Her Majesty Queen Elizabeth II and her heirs and successors;

Insured Sum means the amount set out in Item 12;

Item means the relevant item in Schedule 1 to this Lease;

Land means the land described in Item 3 to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land;

Landlord means the Landlord named in this Lease and the person for the time being entitled to the Lease reversion when the Lease ends;

Landlord's Agent means the employees, contractors, agents and any other Person appointed from time to time by the Landlord as agent of the Landlord;

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

Minister means the Minister having responsibility for the administration of the Act or such other Minister of the Crown or Authority to whom responsibility for this Lease may at any time be given;

Minister's Agents and Officers includes any person, committee or delegate (including any statutory authority or statutory body corporate or committee for the time being responsible for the administration, care and management of the Land) from time to time responsible for carrying out functions, including the functions of the Minister, under this Lease;

Name and Notice Address means the name and address in Item 11 as it may be changed from time to time;

Notice means any notice or other written communication;

Party means a party to this Lease and includes any Guarantor;

Permitted Use means the permitted use of the Land set out in Item 7;

Person includes any corporation and vice versa;

Premises means the Land and the Tenant's Improvements;

Proposed Work means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land;

Rates and Taxes means all existing and future rates (including any special rates or levies) taxes (including land tax on a single holding basis), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Landlord or the Tenant or payable by the owner or occupier of the Land;

Rent means the annual Rent set out in Item 6;

Requirement includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Tenant then the Tenant must be given a copy;

Review Date means at the date or dates set out in Item 10.

Services means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

Supply means the supply of any good, service or thing by either Party under this Lease.

Tenant means the Tenant named in this Lease and includes, in the case of a:

- (a) corporation, the Tenant, its successors and permitted assigns;
- (b) natural person, the Tenant, his executors, administrators and permitted assigns;

Tenant's Employees means each of the Tenant's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

Tenant's Improvements means those items listed in Item 15 of Schedule 1 and all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed by the Tenant in or on the Land;

Term means the term of this Lease set out in Item 5 commencing from and including the Commencement Date; and

this Lease or "the Lease" means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

1.2 Interpretation

- (a) The singular includes the plural and vice versa;

- (b) A gender includes all genders;
- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally;
- (d) Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Employees;
- (e) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it;
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired;
- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
 - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Landlord and the Tenant and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Landlord or the Landlord's agents was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Tenant in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist;

- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President;
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001*, unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001*;
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;
- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day;
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed;
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (s) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

1.3 Minister's delegations

- (a) Wherever this Lease refers to an action, consent, approval or other thing to be done by, or matter to be considered by the Minister, the reference to the Minister shall be deemed to include a reference to the Minister's Agents and Officers.
- (b) The Minister may appoint any person as the Minister's delegate to exercise all powers conferred by this Lease on the Minister expressly, including without limitation, the power to give any consent or approval pursuant to this Lease.
- (c) The Minister may change the appointment at any time.

2 PART 2 - EXCLUSION OF STATUTORY PROVISIONS

2.1 Moratorium

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negatived.

2.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* are expressly negatived.

3 PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

The Landlord leases the Land to the Tenant for the Term.

3.2 Landlord's Reservations

The Landlord reserves the right for the Landlord and the Landlord's Agents to:

- (a) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (b) create any registered or unregistered easement or other right over the Land as long as it does not adversely affect the Tenant's rights under this Lease;
- (c) enter the Land and the Premises for the purposes set out in this Clause.

3.3 Other Reservations

This Lease is granted subject to the following reservations:

- (a) the reservation to the Crown of all gold and minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958*, all of which are described as the "reserved minerals";
- (b) the reservation to the Crown of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Land;
- (c) the reservation to the Crown of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Land any of the reserved minerals obtained in any part of the Land; and
- (d) the right to resume the Land for mining purposes under Section 205 of the *Land Act 1958*.

3.4 Landlord's Exercise of Rights

Except in an emergency, the Landlord must give the Tenant reasonable notice of the Landlord's intended exercise of the rights set out in this Clause. The Landlord must only

exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

3.5 Ownership of Tenant's Improvements

The Tenant owns all of the Tenant's Improvements unless the Act requires any buildings and structures erected on the Land by the Tenant to be and to remain the property of the Landlord.

4 PART 4 - RENT

4.1 Tenant to pay Rent

The Tenant covenants to pay the Rent:

- (a) at the times and in the manner set out in Item 6 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off;
- (c) to the Landlord at the address set out in Item 14 or to any other address or in any other way the Landlord directs the Tenant by Notice.

4.2 Apportionment of Rent

If the Commencement Date is not the first day of a rent period, the first and last installments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- (a) the Commencement Date to the first day of the next rent period;
- (b) the first day of the last rent period of the Term until the date on which the Term expires.

5 PART 5 - RATES AND TAXES AND GST

5.1 Tenant to pay Rates and Taxes

If so requested by the Landlord, the Tenant must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Tenant or the Land; but otherwise
- (b) to the Landlord by the date which is 10 Business Days before the due date for payment if the Landlord must pay the Rates and Taxes and has given the Tenant a copy of the notice at least 10 Business Days before then.

5.2 Tenant to Produce Receipts

The Tenant must produce receipts to the Landlord evidencing payment of the Rates and Taxes by the due date for payment if the Tenant is required to pay them to the assessing Authority.

5.3 Pro-rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

5.4 Goods and Services Tax

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

6 PART 6 - COST OF SERVICES

The Tenant must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- (b) by reimbursing the Landlord by the date which is 5 Business Days before the due date for payment if the Landlord has given a copy of the Notice to the Tenant at least 10 Business Days before then.

7 PART 7 - COSTS

The Tenant must pay to the Landlord all the Landlord's reasonable legal and other Costs including the Costs of valuers, quantity surveyors and other consultants engaged by the Landlord of and incidental to:

- (a) the negotiation, preparation and execution of this Lease.
- (b) any consent required under this Lease;
- (c) any assignment or subletting for which the Landlord's consent is required by this Lease;
- (d) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time;
- (e) any default by the Tenant or the Tenant's Employees in observing or performing any covenants contained or implied in this Lease.

8 PART 8 - INTEREST

8.1 Payment

The Tenant must pay on demand interest at the Default Rate on any Rent or other moneys which the Tenant has not paid within 30 days of the due date for payment.

8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

8.3 No Prejudice

If the Landlord requires a Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

9 PART 9 - USE OF PREMISES

9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

- (a) use the Premises for any purpose other than the Permitted Use;
- (b) do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises;
- (e) write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Landlord to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) use the Premises as a residence unless it is a Permitted Use;
- (j) use the Premises for an illegal purpose;
- (k) burn any rubbish or waste on the Land or the Premises other than the burning of vegetation in accordance with all necessary permits.

9.2 Tenant's positive covenants

The Tenant at its Cost must:

- (a) at all times carry out the Permitted Use in a business like and reputable manner;
- (b) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
- (c) keep the Premises free of pests, insects and vermin;
- (d) provide the Landlord (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (e) comply with the Landlord's reasonable operational requirements for the Services and not interfere with the Services;
- (f) on vacating the Premises, remove all lettering, signs, flagpoles, flags, and other distinctive marks from the Premises and make good any damage caused by the removal;
- (g) obtain, maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Tenant must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (h) maintain documented risk management identification and treatment programs for the Premises and the Services;
- (i) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (j) the Tenant must if a notifiable infectious illness occurs in the Premises promptly give Notice to the Landlord and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;
- (k) undertake all fire protection works on the Land required by Law to the satisfaction of the Landlord and all relevant Authorities;
- (l) permit the Landlord or the Landlord's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Land for fire protection and suppression purposes
- (m) comply with the further obligations, if any, set out in Schedule 3.

9.3 No warranty as to use

- (a) The Landlord gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.

- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

9.4 To Let Signs and Inspection

The Landlord may after giving reasonable notice and at reasonable times:

- (a) place advertisements and signs on those parts of Land and Premises as are reasonable having regard to the interests of the Landlord and the Tenant where the Premises are available for lease if the Tenant does not exercise any option to renew this Lease for a Further Term;
- (b) by appointment with the Tenant, show tenants through the Land and the Premises.

The Landlord in exercising rights under this Clause must endeavour to minimise any inconvenience to the Tenant.

9.5 Cost of alteration

Pay to the Landlord on demand the Cost reasonably incurred by the Landlord of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Tenant or of the Tenant's Employees with any Requirements, including those of any Tenant's insurer of the Premises or any Tenant's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

10 PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS

10.1 Compliance with Laws

- (a) The Tenant at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Tenant receives any Notice from an Authority, the Tenant must immediately provide a complete copy of it to the Landlord;
- (b) Before complying with any Law or Requirement, the Tenant must:
 - (i) obtain the written consent of the Landlord which is not to be unreasonably withheld and;
 - (ii) observe the provisions of this Lease.

10.2 Landlord may comply with Laws if Tenant defaults

If the Tenant fails to do so, the Landlord may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Landlord does this:

- (a) any Costs incurred by the Minister must be paid or reimbursed to the Landlord by the Tenant;
- (b) it is without prejudice to any of the Landlord's other rights in respect of non-compliance by the Tenant with its obligations under this Lease.

11 PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

11.1 General repairing obligation

- (a) The Tenant at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good repair and condition and clean and tidy. For the avoidance of doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs and maintenance to the Premises and the Services.
- (b) Before carrying out any repairs or maintenance to the Premises, the Tenant must obtain the written approval of the Landlord and all relevant Authorities but the Tenant will not be required to obtain written or any form of approval from the Landlord for maintenance of a non-structural nature.

11.2 Landlord's right of inspection

The Landlord or the Landlord's Agents may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Tenant if required by the Tenant;
- (b) at reasonable times on giving to the Tenant reasonable notice in writing (except in the case of emergency when no notice is required).

11.3 Enforcement of repairing obligations

The Landlord may serve on the Tenant a Notice:

- (a) specifying any failure by the Tenant to carry out any repair, replacement or cleaning of the Premises or the Services which the Tenant is required to do under this Lease; and/or
- (b) require the Tenant to carry out the repair, replacement or cleaning within a reasonable time. If the Tenant does not comply with the Notice, the Landlord may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Tenant when demanded by the Landlord.

11.4 Landlord may enter to repair

The Landlord, the Landlord's Agents and others authorised by the Landlord may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Landlord must endeavour not to cause undue inconvenience to the Tenant.

- (a) The circumstances for entry are:
 - (i) to carry out any repairs on or to the Premises or the Services, which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
 - (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Landlord is either required or in the

Landlord's discretion elects to do and for which the Tenant is not liable under this Lease; and/or

- (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.5 Alterations to Premises

- (a) The Tenant must not and must not permit any other person to carry out any Proposed Work without the Landlord's and the Minister's prior written consent which must not be unreasonably withheld or delayed;
- (b) In seeking the Landlord's and the Minister's consent the Tenant must submit plans and specifications of the Proposed Work for the approval of the Landlord together with a list of the Persons (if any) from or to whom the Tenant proposes to call a tender or award a contract for the Proposed Work;
- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:
 - (i) any Proposed Work must be supervised by a Person approved by the Landlord;
 - (ii) any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner, using the materials and by contractors or tradesmen approved by the Landlord, in accordance with all Laws and Requirements;
 - (iii) the Tenant must pay on demand all Costs incurred by the Landlord in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Landlord;
 - (iv) the Tenant must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Landlord produce for inspection by the Landlord copies of all such approvals and permits;
 - (v) on completion of the Proposed Work the Tenant must immediately obtain and produce to the Landlord, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Landlord that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Landlord.

11.6 Notice to Landlord of damage, accident etc

The Tenant must immediately give Notice to the Landlord of any:

- (a) damage however caused, accident to or defects in the Premises or the Services;

- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Tenant has actual or constructive notice;
- (c) any fault in the Services; or
- (d) Notice from any Authority.

12 PART 12 - ASSIGNMENT AND SUBLETTING

12.1 No disposal of Tenant's interest

The Tenant must not without the prior written consent of the Landlord and the Minister:

- (a) assign, transfer, sub-let, grant any licence, mortgage, encumber, charge or part with or share the possession of or otherwise deal with or dispose of the Tenant's estate or interest in the Land or any part of the Land or the Premises;
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

12.2 Deemed assignment on change of shareholding

There is a deemed assignment under this Clause if the Tenant is a Corporation and there is any change in any of the following which results in a change in the effective control of the Tenant:

- (a) the membership of the Corporation or any holding Company of the Corporation;
- (b) the beneficial ownership of any shares in the capital of the Corporation or any holding Company of the Corporation; or
- (c) the beneficial ownership of the business or assets in the Corporation or part of it.

If any of these events occur then the Tenant must obtain the Landlord's written consent under this Clause. This does not apply in relation to the sale of shares in the Tenant or the Tenant's holding company that is listed on a recognised stock exchange.

12.3 Acceptance of Rent by Landlord

The acceptance by the Landlord of any Rent or other payment from any Person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the Authorised assignee or sub tenant.

12.4 S.144 excluded

Section 144 of the *Property Law Act 1958* does not apply to this Lease.

13 PART 13 - INSURANCE AND INDEMNITIES

13.1 Insurances to be taken out by Tenant

The Tenant must effect and maintain at the Tenant's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Tenant's liability under Clause 13.5. The policy must:
 - (i) be for an amount of not less than the Insured Sum or such higher amount as the Landlord may reasonably require in respect of any single occurrence; and
 - (ii) be on terms that the insurer waives all rights of subrogation against the Landlord;
- (b) insurance for all Tenant's Improvements and all Tenant's property for their full replacement value; and
- (c) any other insurance reasonably required by the Landlord.

13.2 Tenant's insurance obligations

The Tenant must:

- (a) ensure that all policies of insurance effected by the Tenant pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Landlord.
- (b) by the 30th of July in each year of the Term, produce to the Landlord a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

13.3 Non-vitiation of policies

The Tenant must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any Tenant's insurances or any condition of any insurance taken out by the Landlord of which the Tenant has been made aware in respect of the Premises or any property in or on it.

13.4 Exclusion of Landlord's liability

- (a) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant acknowledges that all property which may be in or on the Premises will be at the sole risk of the Tenant and the Landlord will not be liable for any Claim that the Tenant or the Tenant's Employees or any Person claiming by, through or under the Tenant may incur or make or any which arises from:
 - (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or

- (iv) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant agrees that the Landlord will not be responsible for and releases the Landlord, the Crown and the Landlord's Agents from liability in respect of any:
 - (i) Claim relating to any property of the Tenant or any other Person in or on the Premises or any part of it however occurring; or
 - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

13.5 Indemnities

In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents and despite:

- (a) any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Tenant in respect of any obligation of the Tenant under this Clause,

the Tenant will indemnify and keep indemnified the Landlord, the Landlord's Agents and Officers and the Crown from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (i) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Tenant or the Tenant's Employees under this Lease or by the use of the Premises by the Tenant or by the Tenant's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (ii) the negligent or careless use or neglect of the Services and facilities of the Premises by the Tenant or the Tenant's Employees or any other Person claiming through or under the Tenant or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Tenant;
- (iii) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees or other Person claiming through or under the Tenant;

- (iv) failure of the Tenant to give Notice to the Landlord of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Tenant becoming aware of it; and
- (v) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees.

14 PART 14 – DAMAGE AND DESTRUCTION

14.1 Tenant to reinstate Tenant's Improvements

If the Tenant's Improvements or any part of them are at any time damaged or destroyed by any disabling cause then if asked to do so the Tenant must expeditiously re-instate the Tenant's Improvements and make them fit for the occupation and use by the Tenant as if it was Proposed Work.

14.2 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.1 to reinstate the Tenant's Improvements applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

14.3 Rent and Rates and Taxes

The Tenant must continue to pay the Rent and the Rates and Taxes if asked to do so even if the Tenant's Improvements are destroyed or damaged.

15 PART 15 – LANDLORD'S COVENANT

15.1 Quiet Enjoyment

If the Tenant pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Tenant may occupy and enjoy the Land during the Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in this Lease.

16 PART 16 – TERMINATION AND DEFAULT

16.1 Events of Default

The following are Events of Default:

- (a) if the Rent or any other money payable under this Lease is not paid within 30 days of the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease;
- (c) if the Tenant or the Guarantor are companies then if either the Tenant or the Guarantor:
 - (i) enter into any compromise or arrangement with any of its creditors or if an application is made to any court for an order summoning a meeting of creditors; or

- (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
 - (iii) is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution; or
 - (iv) has a resolution of the directors passed that in their opinion the company can no longer continue its business; or
 - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
 - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
 - (vii) has an inspector appointed pursuant to the *Australian Securities Commission Act 1989*; or
 - (viii) is unable to pay its debts as and when they fall due; or
 - (ix) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
 - (x) has a provisional liquidator or a liquidator by any means appointed;
- (d) if any execution exceeding ten thousand dollars (\$10,000.00) is issued, levied or enforced against the Tenant or the Guarantor or on any of the assets of the Tenant or the Guarantor unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- (e) if the Tenant or the Guarantor is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

16.2 Forfeiture of Lease

If an Event of Default occurs the Landlord may, without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other Person at any time re-enter into and upon the Land or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

16.3 Re-entry

The right of re-entry for breach of any covenant or condition to which section 146(1) of the *Property Law Act 1958* applies must not be exercised until the expiration of 30 days after the Landlord has served on the Tenant the notice required pursuant to that section.

16.4 Landlord may rectify

If the Tenant is in default under this Lease and fails to commence to rectify that default within 7 days of the Landlord notifying the Tenant in writing of that default and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

16.5 Waiver

- (a) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default;
- (b) A waiver by the Landlord of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default;
- (c) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Tenant of any covenant or condition of this Lease, other than the failure of the Tenant to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

16.6 Tender after determination

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Landlord's Costs of re-entry.

16.7 Essential terms

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:-

- (a) to pay the Rent;
- (b) to keep the Premises open for use;
- (c) to carry on the Permitted Use;
- (d) to comply with Laws and Requirements;

- (e) subject to this Lease, to repair and maintain and, if necessary, reinstate or demolish the Tenant's Improvements;
- (f) not to assign this Lease or sub-let the Land or any part of it; and
- (g) to take out and keep current those insurances required to be taken out by the Tenant.
- (h) to pay or reimburse Rates and Taxes.

16.8 Damages for Breach

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

16.9 Repudiation by Tenant

- (a) The Tenant covenants to compensate the Landlord for any loss or damage suffered by reason of the Tenant's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Tenant's obligations under this Lease; or
 - (ii) breaching any Lease covenants.
- (b) The Landlord may recover damages against the Tenant in respect of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

16.10 Acts by the Landlord not to constitute forfeiture

The Landlord's entitlement to recover damages shall not be affected or limited if any of the following events occur:-

- (a) the Tenant abandons or vacates the Land; or
- (b) the Landlord elects to re-enter the Land or to terminate the Lease; or
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

16.11 Mitigation

Nothing in this Clause will operate to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

17 PART 17 – DETERMINATION OF TERM

17.1 Tenant's Improvement

When this Lease ends (unless a new lease is granted to the Tenant) the Tenant's Improvements (except for the Tenant's trade fixtures, fittings and chattels) must be left on the Land in a condition which is in accordance with the Tenant's covenants. Any part of the Tenant's Improvements which have not vested in the Landlord by operation of Law revert to and become the absolute property of the Landlord without any payment or compensation.

17.2 Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Land or the Tenant's Improvements in the demolition and removal of the Tenant's trade fixtures, fittings and chattels.
- (b) If the Tenant causes any such damage in the removal of the Tenant's trade fixtures, fittings and chattels, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord and all Authorities.
- (c) If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the Cost of and as agent for the Tenant and recover from the Tenant the reasonable cost to the Landlord of doing so as a liquidated debt payable on demand.

17.3 Failure by Tenant to remove the Tenant's trade fixtures, fittings and chattels

If the Tenant fails to remove the Tenant's trade fixtures, fittings and chattels in accordance with this Clause or if the Landlord re-enters the Land, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:

- (a) remove the Tenant's trade fixtures, fittings and chattels; and
- (b) without being guilty of any manner of trespass, cause any of Tenant's trade fixtures, fittings and chattels to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- (c) treat the Tenant's trade fixtures, fittings and chattels as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

17.4 Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- (a) indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's trade fixtures, fittings and chattels, and the cost of removing the Tenant's trade fixtures, fittings and chattels and also in

respect of all Claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's trade fixtures, fittings and chattels by reason of the Landlord acting in any manner permitted in this Clause; and

- (b) pay to the Landlord as a liquidated debt payable on demand any reasonable Costs incurred by the Landlord in exercising its rights pursuant to this Clause, including any excess of Costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 17.4 except to the extent caused by any negligent act or omission of the Landlord.

17.5 Condition at Termination

At the end of this Lease the Tenant must return the Premises to the Landlord in the condition required by this Lease.

17.6 Earlier breaches

The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

18 PART 18 – MISCELLANEOUS

18.1 Notices

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:
 - (i) served personally
 - (ii) sent by facsimile transmission
 - (iii) forwarded by prepaid security post to the Tenant at its address in this Lease.
- (d) Any Notice required to be served on the Landlord shall be sufficiently served if:
 - (i) served personally
 - (ii) sent by facsimile transmission
 - (iii) forwarded by prepaid security post addressed to the Landlord to the Name and Notice Address.

All such Notices must be addressed to the Landlord at that address or at such other address as the Landlord from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:-
 - (i) by post, two Business Days after the day it was posted;
 - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
 - (iii) personally, on the date of service.

18.2 Overholding

If the Tenant continues in occupation of the Land after the Term has expired without objection by the Landlord:

- (a) the Tenant will be deemed a tenant on the terms of this Lease from month to month for a period not exceeding the period permitted by the Act (if any) at a rent to be agreed and failing agreement at a rent to be determined by a qualified valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties;
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set-Off

If the Tenant defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Landlord or any Authority, the Landlord may set-off that amount against any moneys which may from time to time be payable by the Landlord to the Tenant on any account whatsoever but any set-off will not relieve the Tenant from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Landlord may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Land; or
- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Landlord must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Tenant under this Lease.

18.5 Guarantee

If a Guarantee and Indemnity is annexed to this Lease, the Tenant must on the same date as the execution of this Lease procure its execution by the Guarantors named in it and deliver the executed Guarantee and Indemnity to the Landlord. If that Landlord elects, this Lease will not take effect until the Guarantee and Indemnity has been properly executed by the Guarantors and delivered to the Landlord.

18.6 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

19 PART 19 – FURTHER TERM

19.1 Option for new lease

The Landlord must grant the Tenant and the Tenant must take a new lease for the next Further Term if:

- (a) the Tenant gives the Landlord a renewal Notice not more than six months or less than three months before the Term expires;
- (b) there is no unremedied default of which the Landlord has given the Tenant written notice;
- (c) the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant Notices of the defaults; and
- (d) the Tenant does not default under this Lease after giving the Landlord the renewal Notice.

19.2 Terms of new lease

The new lease will:

- (a) commence on the day after the Term expires;
- (b) be at an initial annual Rent from the commencement of the Further Term determined in the manner set out in this Lease and the Second Schedule; and
- (c) be on the terms and conditions contained in this Lease including any provision for the review of Rent but not including any provision for renewal if there are no Further Terms.

19.3 Execution of extension of lease

The Landlord and the Tenant, at the option of the Landlord, must either execute a new lease or a renewal of lease to be prepared by at the direction of the Landlord and at the Tenant's Cost.

19.4 Guarantor to execute extension of lease or guarantee

- (a) If the Tenant is a corporation, then the Tenant must procure the Guarantor to execute a guarantee of the Tenant's obligations under the new lease.
- (b) The Landlord does not have to grant the new lease if the Tenant does not procure the Guarantor to execute the guarantee in accordance with the preceding sub-Clause.

20 PART 20 – BANK GUARANTEE

20.1 Tenant to provide Bank Guarantee

If asked to do so by the Landlord, in order to secure the performance of the obligations of the Tenant under this Lease the Tenant must procure in favour of the Landlord a Bank Guarantee for the Guaranteed Sum. The following provisions apply to the Bank Guarantee:-

- (a) The Bank Guarantee will remain in force until the bank is notified in writing by the Landlord that it is no longer required.
- (b) The Bank Guarantee must be provided to the Landlord and come into effect on the Commencement Date;
- (c) If the Tenant is in breach of or fails to perform its obligations under this Lease the Landlord may, without prejudice to all other rights and remedies available to it, draw down the whole or any part of the Bank Guarantee and apply the proceeds drawn down to remedy or assist in remedying and to compensate the Landlord for that default and to assist the Landlord in exercising any or all of the Landlord's rights and remedies under this Lease;
- (d) If the Landlord is entitled to exercise any rights and remedies under this Lease the whole of the Bank Guarantee or such of it remaining may be drawn down and the amount deposited in an interest bearing bank account in the name and under the control of the Landlord and the amount together with interest applied to remedy or assist in remedying the default and to compensate the Landlord for the reasonable loss, cost, expense and damage resultant upon the Tenant's default and the Landlord having to exercise its rights and remedies and to assist in the exercise of any rights and remedies under this Lease;
- (e) The Bank Guarantee must require the bank to pay to the Landlord the Guaranteed Sum or such part of the Guaranteed Sum which has not already been paid to the Landlord without any form of deduction, counterclaim or set off whatsoever on receipt by the bank of a copy of a notice of default certified by or on behalf of the Landlord or its solicitors and without reference or regard to the Tenant or any communication or direction given by the Tenant to the bank to the contrary. The bank must have no responsibility to investigate the entitlement of the Landlord to terminate or seek specific performance of this Lease or demand the payment of any money under this Lease.

20.2 Return of Bank Guarantee

The Landlord must return the Bank Guarantee to the Tenant when this Lease comes to an end and the Tenant has no outstanding obligations under this Lease or liability or potential liability in damages for any breach or non-performance of any obligations under this Lease.

20.3 Assignment or sale does not affect guarantee

The Landlord will not be deemed to have waived or relinquished any right under the Bank Guarantee if the Tenant assigns this Lease. If that occurs, the Bank Guarantee will remain in full force and effect as if it had been provided by the assignee and it will be read accordingly. The Landlord may, as a condition of assignment, require the assignee to provide an equivalent replacement Bank Guarantee and if that occurs, the Landlord must return the Bank Guarantee provided by the Tenant assigning this Lease.

EXECUTED as a deed.

THE COMMON SEAL of HEPBURN)
SHIRE COUNCIL ABN 76 845 763 535)
 was affixed on the authority of the Council)
 pursuant to Local Law No. 1 in the presence
 of:

.....
 Aaron Van Egmond - Chief Executive Officer

.....
 Cr. Bill McClenaghan - Mayor

THE COMMON SEAL of HEPBURN)
HEALTH SERVICES is affixed in)
 accordance with its Constitution in the)
 presence of the authorised persons:)

.....
 Signature

.....
 Print Name

.....
 Address

.....
 Office Held

.....
 Signature

.....
 Print Name

.....
 Address

.....
 Office Held

MINISTERIAL ATTESTATION

Under Section 17D of the *Crown Land (Reserves) Act 1978* I (*full name and title*) in the Department of Sustainability and Environment as delegate of the Minister for Planning hereby:

- Consent to the grant of this lease;
- Approve the covenants, exceptions, reservations and conditions contained therein;
- Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

(Signature)

SCHEDULE 1

1	LANDLORD:	Hepburn Shire Council ABN 76 845 763 535 of 76 Vincent Street, Daylesford 3640
2	TENANT:	Hepburn Health Services Inc. ABN 31 793 115 158 of 10 Hospital Street, Daylesford 3640
3	LAND:	That part of the land known as the Men's Shed at 15 Bridge Street, Creswick being part of the land described as Crown Allotment 15 Section 69 Parish of Creswick delineated and hachured on the plan attached to this Lease at Appendix One.
4	COMMENCEMENT DATE:	1 July 2012
5	TERM:	10 years
6	RENT:	<p>\$104.00 per annum payable in advance on the execution of this agreement and thereafter on the anniversary of the commencement date; on the commencement of the Further Term/s and on the anniversary of the commencement of the Further Term/s</p> <p>The Rent shall be revised on the Rent Review Dates in accordance with the Schedule Two</p>
7	PERMITTED USE:	Men's shed in accordance with Clause 1 in Schedule 3
8	FURTHER TERM:	One (1) further Term of ten (10) years duration
9	GUARANTEED SUM:	Not applicable
10	REVIEW DATE(S):	On each anniversary of the Commencement Date
11	NAME AND NOTICE ADDRESS:	<p>Landlord: Hepburn Shire Council PO Box 21 Daylesford Vic 3640</p> <p>Tenant: Hepburn Health Services Inc. 10 Hospital Street Daylesford Vic 3640</p>
12	INSURED SUM:	\$10 Million
13	RESERVATION:	Public Garden and offices and conveniences connected therewith

- 14 PAYMENT ADDRESS:** PO Box 21, Daylesford VIC 3460
- 15 TENANT'S IMPROVEMENTS:** Not applicable

SCHEDULE 2

(RENT REVIEW)

1. The Landlord may review the annual rent on each Review Date as follows;
 - 1.1. Not earlier than three months before the Review Date and not later than sixty days after the Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof.
 - 1.2. Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
 - 1.3. Within twenty eight days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent will be the new rent as proposed in the Landlord's notice.
 - 1.4. If within thirty days from the lodgment with the Landlord of the Tenant's rent valuation the Landlord and the Tenant are unable to agree on the new rent and a conference of the Landlord's and Tenant's valuer's has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Australian Property Institute (the nominated valuer) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
 - 1.5. The decision of the nominated valuer will be final and binding and the nominated valuer's costs and fees must be paid by the parties equally.
 - 1.6. Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
 - 1.7. After the new rent is determined the Tenant must pay the difference if any between the amount of the new rent paid since the date fixed for review.

Method of Determination:

2. In determining a new rent for the Premises the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
 - 2.1. act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
 - 2.2. there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
 - 2.3. the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value;
 - 2.4. The length of the Term and the period between rent reviews;
 - 2.5. The terms and obligations of the Lease;

- 2.6. The Permitted Use;
- 2.7. The rental of comparable premises;
- 2.8. Rents paid to the Tenant under any sub leases or licences;
- 2.9. The Department of Sustainability and Environment requirements for lease fees for the community use of land but must disregard the value of any improvements on the Land regardless of who owns those improvements.

SCHEDULE 3

FURTHER OBLIGATIONS

1. Permitted Use

1.1. Further to clause 9.1 of this Lease, the Tenant may use the premises for the following purposes:

- 1.1.1. for the promotion of physical and mental health and well-being through skill sharing and companionship;
- 1.1.2. for community purposes subject to the terms and conditions of this Lease;
- 1.1.3. storage of items in connection with the Permitted Use;
- 1.1.4. subject to the terms of this Lease, fund-raising.

1.2. The Tenant may hold or apply for and obtain licences or permits to conduct activities on the Premises, subject to:

- 1.2.1. the written consent of the Landlord, such consent to be at the landlords ultimate discretion; and
- 1.2.2. the Permitted Use.

1.3. The Tenant may allow the use of the Premises by the public and other clubs and associations, provided that:

- 1.3.1. the use complies with this clause 1 of Schedule 3; and
- 1.3.2. the user/s obtain appropriate current insurances applicable to the activity.

1.4. The Tenant must not at any time during the Term carry out any activity on the Premises which would make it ineligible for membership of Australian Men's Shed Association ("AMSA"), including but not limited to activities that:

- 1.4.1. are profit-based and commercial;
- 1.4.2. have illegal aims, objectives or practices;
- 1.4.3. are disrespectful or harmful to other people or sections of the community; or
- 1.4.4. promote political or religious views.

1.5. The Landlord may terminate this Lease in the event that the Tenant ceases to be a member of AMSA.

2. Security

The Tenant acknowledges that the keys to the premises may be brought under the landlord's master key system and the tenant may be required to provide access to the keys for this purpose.

3. Emergency Management

- 3.1. The Hepburn Shire Council "Code Red Fire Warning Procedure" annexed to this Lease at Appendix 2 applies to and is to be read in conjunction with this Lease.
- 3.2. The Tenant must prepare and maintain during the Term an emergency management plan which must describe:
 - 3.2.1. the measures to be taken to reduce emergency risks so far as is reasonably practicable; and
 - 3.2.2. response measures in the event of an emergency; and
 - 3.2.3. an evacuation procedure.

4. Risk Management Plan

- 4.1. The Tenant must have in place prior to the commencement of this Lease a risk management plan having regard to:
 - 4.1.1. a risk assessment conducted to identify, analyse and evaluate risks (including but not limited to electrical, thermal, machinery, manual handling, slips/trips, spills and hazardous chemicals) associated with the premises and the permitted use;
 - 4.1.2. any matters required by or guidelines of the Tenant or its affiliated associations or governing bodies; and
 - 4.1.3. any requirements of the Tenant's insurer.

5. Insurance

- 5.1. In addition to its obligations under clause 13 of this Lease, the Tenant must also reimburse the Landlord for any insurance premiums or excess paid by the Landlord in relation to the Premises within 7 days of receiving a request for payment of same.

APPENDIX ONE
(PLAN OF LAND)



APPENDIX TWO

(HEPBURN SHIRE COUNCIL "CODE RED FIRE WARNING PROCEDURE")

**10.12. NEW CROWN LAND LICENCE – CRESWICK GARDEN CLUB SHED AT
CRESWICK PARK LAKE RESERVE
GENERAL MANAGER CORPORATE SERVICES**

**COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE
OF MANAGEMENT FOR PARK LAKE RESERVE CRESWICK**

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

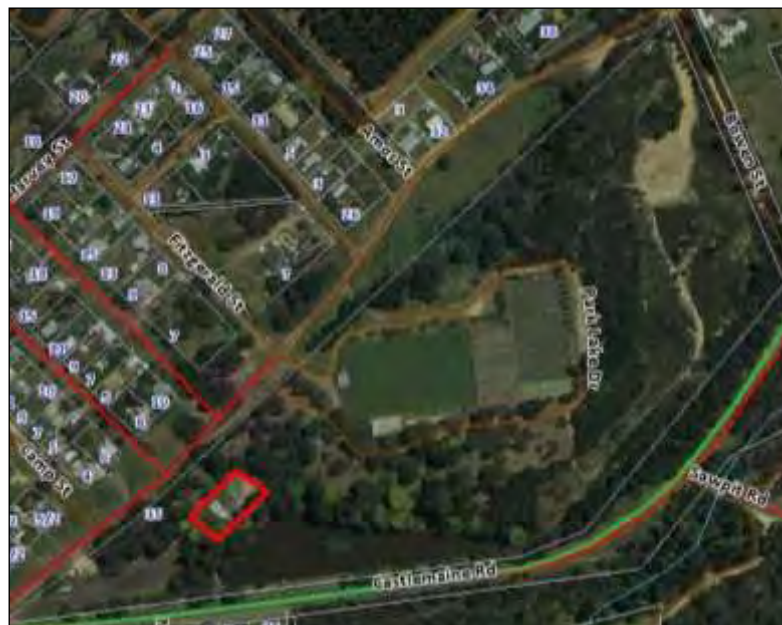
PURPOSE

The purpose of this report is to seek Council approval to enter into a three year Crown Land Licence with the Creswick Garden Club Inc.

BACKGROUND

The area of Park Lake Reserve at 15 Bridge Street, Creswick (CA 15, Section 69, Township of Creswick) was permanently reserved for Public Gardens by Order in Council on 23 November 1868. Hepburn Shire Council is the responsible manager of the land at Park Lake Reserve by way of a restrictive crown grant appointing Hepburn Shire Council as trustee.

Below is a map of the Park Lake Reserve, with the area of the residence, Creswick Men's Shed and Creswick Garden Club shed shown in red. Attachment 8 shows the specific area to be licensed to the Creswick Garden Club:



Hepburn Health Service leases the residential premises from Hepburn Shire Council, and gave permission for the Creswick Garden Club to relocate their shed from the Council depot to the rear yard of the residence. Council issued the Creswick Garden Club a planning and building permit on 12 June 2012 and 17 July 2012 respectively to erect their shed. However, neither the Creswick Garden Club nor the Hepburn Health Service requested formal permission from Council as landlord, believing that permission was by way of the planning and building permits issued. Hepburn Health Service's lease requires notification to Council of any additional building works or potential sub-letting arrangements, and this requirement has since been communicated to both groups.

ISSUE / DISCUSSION

The licence is for a three year term, based on a standard Department of Sustainability and Environment (DSE) licence template. The special conditions which have been added into the licence include the Creswick Garden Club taking full responsibilities for insurance and a Risk Management Plan to be submitted to Council.

Council rates will not be applicable on the shed due to it being Crown Land and used for public purposes. Power and water at the licensed area will not be required by the Creswick Garden Club.

The Department of Sustainability and Environment has previously given approval in principle to this licence.

The proposed licence is attached (refer Attachment 9).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Hepburn Shire Council Policy 9: *Council Owned & Controlled Property* requires that appropriate written occupancy arrangements be in place. Good governance objectives and principles support having written occupancy arrangements.

Pursuant to section 17(2) of the *Crown Land (Reserves) Act 1978* and an Order made by the Governor in Council on 15 December 1998, Council has the right to lease or licence the premises.

FINANCIAL IMPLICATIONS

There are no financial implications regarding the issue of a licence to the Creswick Garden Club over the garden shed located at 15 Bridge Rd, Creswick.

The annual Licence fee of \$104 + GST, for community based organisations, is applicable.

All costs associated with the garden shed are the responsibility of the Licensee.

RISK IMPLICATIONS

This licence requires minimum public liability insurance of \$10m with evidence of currency to be provided annually.

The Licensee must provide Council with a risk management plan before commencement

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Creswick Garden Club promotes physical and mental health and well-being.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Creswick Garden Club and the Hepburn Health Service has been liaising with Council in regards to this proposal. Council officers have also sought advice from DSE to ensure the relevant Crown Land Licence documents are used.

CONCLUSION

The granting of a three year licence as proposed will formalise the occupancy of the Creswick Garden Club shed situated behind the residence on the property known as Creswick Park Lake Reserve, 15 Bridge Rd, Creswick.

OFFICER'S RECOMMENDATION

That Council:

- 10.12.1 Grants a three year Licence to Creswick Garden Club Inc. to occupy the site containing the garden shed behind the residence at Creswick Park Lake Reserve.
- 10.12.2. Authorises the Chief Executive Officer to execute the Licence for and on behalf of Council.
- 10.12.3 Authorises officers to formally seek Ministerial Consent to granting of this Licence.

MOTION

That Council:

- 10.12.1. Grants a three year Licence to Creswick Garden Club Inc. to occupy the site containing the garden shed behind the residence at Creswick Park Lake Reserve.*
- 10.12.2. Authorises the Chief Executive Officer to execute the Licence for and on behalf of Council.*
- 10.12.3. Authorises officers to formally seek Ministerial Consent to the granting of this Licence.*

Moved: Councillor Greg May
Seconded: Councillor Don Henderson
Carried.

ATTACHMENT 10 - LICENSED AREA – "GARDEN SHED" ONLY



**ATTACHMENT 11 - PROPOSED LICENCE - CRESWICK GARDEN CLUB
INC**

HEPBURN SHIRE COUNCIL

LICENCE

CROWN LAND (RESERVES) ACT 1978

Section 17B

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Crown Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

.....
For and on behalf of the Licensor
Aaron van Egmond
Chief Executive Officer

The Licensee hereby agrees to comply with the terms and conditions of this Licence

.....
Licensee – President Creswick Garden Club Inc

Approved by

as delegate for the Minister
on

.....

.....

NOTE:

- | | |
|-----------------|---|
| <u>1</u> | <u><i>This licence is not valid until it has been approved by the Minister or the Minister's delegate.</i></u> |
| <u>2</u> | <u><i>This Licence is an important document and should be stored in a secure and safe place.</i></u> |
| | <u><i>In the event of loss, a replacement fee will be charged.</i></u> |

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SCHEDULE

ITEM

- 1 Licence Number: 200581R – Garden Club Shed**
- 2 Licensor: Hepburn Shire Council ABN 76 845 763 535 as Committee of Management pursuant to the Crown Land (Reserves) Act 1978**
- 3 Licensee: Creswick Garden Club Inc A0037187L**
- 4 Licensee's Address: PO Box 159 Creswick 3363**
- 5 Commencement Date: 1 April 2013**
- 6 Term: 3 years**
- 7 Licence fee: \$104 pa + GST**
- 8 Payable: Annually in advance on 1 April**
- 9 Reservation description: Creswick Park Lake Reserve
- CA 15, Section 69, Township of Creswick**
- 10 Licensed premises: Part of the Reserve - Shed delineated on the attached Plan**
- 11 Area: Approx 24m² – see Plan**
- 12 Powers under which licence granted: Section 17B Crown Land (Reserves) Act 1978**
- 13 Specified Purposes: Storage, unpowered workshop**
- 14 Amount of Public Liability Insurance: \$10m**
- 15 Licensor Address: PO Box 21 Daylesford 3460**
- 16 Special Conditions:**
 - 16.1 At the commencement of this Licence, the Licensee must develop and adopt a Risk Management Plan which must be relevant to and observed for the Specified Purpose. Once adopted, a copy of the Risk Management Plan must be lodged with the Licensor.**
 - 16.2 The Licensee must take out its own property insurance against loss or damage within the licenced area and provide evidence of currency to the Licensor on an annual basis.**

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates, Taxes and Utilities**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates, taxes and utilities on the licensed premises if requested to do so.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates, taxes and utilities.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Public Liability Insurance**

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

‘the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Sustainability and Environment, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.’

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed premises free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 **Fire Protection Works**

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

- 2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor:-
 - 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
 - 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

- 3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-
 - 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
 - 3.6.1.2 inspection; or
 - 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 **Definitions**

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Sustainability and Environment or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 **Interpretations**

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN – The "Garden Shed" area designates the Licensed Premises



Councillor Sebastian Klein left the meeting at 7:43 pm due to a direct Conflict of Interest and returned to the meeting at 7:49 pm.

10.13. DAYLESFORD ARC MANAGEMENT ARRANGEMENTS GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Manager Community Development, I Adam McSwain have no interests to disclose in this report.

PURPOSE

The purpose of this report is to provide Council with contract documentation for Daylesford Neighbourhood Centre (DNC) to manage the Daylesford ARC precinct and DNC's business plan and cash flow statement.

BACKGROUND

At Hepburn Shire Council's Ordinary Meeting on 19 February 2013, Council resolved:

To award a one year contract with an option for a further three years to the Daylesford Neighbourhood Centre to manage the Daylesford ARC, subject to the provision of a business plan and cash flow statement to be presented to the March meeting for consideration.

ISSUE / DISCUSSION

The business plan and cash flow statement as proposed by the DNC and the contract documentation compiled by Council officers are attached.

The contract has a number of Key Performance Indicators against which the DNC's success in the first year of the contract will be measured. The Key Performance Indicators cover programs and services, planning, customer service, risk, safety, human resource management, assets, equipment, marketing and financial management.

DNC's business plan for the first year of operation focuses on increasing use of the basketball court space from the current usage of 22.5 hours, re-engaging with local community to establish new programming opportunities, developing the ARC as a youth space, increasing participation by 10% and marketing the ARC precinct.

DNC's budget for the first year of operation shows a profit of \$717.40. DNC are aiming to increase programming, utilise the kiosk/canteen facilities and attract sponsorship to increase income for the facility.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Healthy Safe and Vibrant Communities:

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

FINANCIAL IMPLICATIONS

DNC's proposed budget for the first year of operation shows a profit of \$717.40 including Council's \$25,000 subsidy as income. Through growing participation at the ARC over a number of years DNC are planning to decrease the reliance on Council's subsidy.

RISK IMPLICATIONS

Clear performance measures covering programs and services, planning, customer service, risk and safety, human resource management, assets and equipment, marketing and financial management are included in the proposed Contract.

DNC will be required to submit a risk management plan for approval by the Contract Manager prior to commencing management of the facility.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

As identified in the contract there is an expectation that DNC will increase participation at the ARC through additional programming and community activities.

Increased participation and use of the facility will provide greater ownership over the ARC precinct.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Daylesford ARC Advisory Committee has previously provided advice to Council recommending this management arrangement.

In managing the facility DNC will broaden the membership of its programming subcommittee to include interested community members and establish a user group forum.

CONCLUSION

That based on the attached business plan and cash flow statement, Council enter into the proposed contract with the Daylesford Neighbourhood Centre to manage the Daylesford ARC on a one year contract with an option for a further three years.

OFFICER'S RECOMMENDATION

That Council:

- 10.13.1 Awards a one year contract to the Daylesford Neighbourhood Centre to manage the Daylesford ARC, with an option for a further three years subject to Council approval.
- 10.13.2 Notes and receives the Daylesford Neighbourhood Centre Business Plan and cashflow statement.

MOTION

That Council:

- 10.13.1. Awards a one year contract to the Daylesford Neighbourhood Centre to manage the Daylesford ARC, with an option for a further three years subject to Council approval.*
- 10.13.2. Notes and receives the Daylesford Neighbourhood Centre Business Plan and cashflow statement.*

Moved: Councillor Kate Redwood

Seconded: Councillor Pierre Niclas

Carried.

**ATTACHMENT 12 - DAYLESFORD NEIGHBOURHOOD CENTRE ARC
BUSINESS PLAN - 4 MARCH 2013**

March 4, 2013



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March 4, 2013

Business Overview

The Daylesford Neighbourhood Centre, located in the town's historic Old Courthouse, is a dynamic not-for-profit organisation offering a range of activities, including nationally accredited and general courses and community development programs, to satisfy the needs of a very diverse community, with a focus on the needs and aspirations of the whole person. The Centre already offers a range of health & wellbeing courses.

The opportunity to manage the Daylesford ARC provides an increased capacity to extend this aspect of programming.

The Daylesford ARC is the premium indoor recreation facility in the Hepburn Shire. It is a joint use facility developed by the Daylesford Community with the support of Daylesford Secondary College and Hepburn Shire Council. The Daylesford ARC has been operating since 2007. The original stated purpose was to "provide a diverse range of programs which maximize the opportunity for the whole community to participate in a regular program of physical activity and social events.

The facility consists of:

- A double court stadium
- An additional single indoor court
- A 200 seat theatre
- A multi-purpose room
- A squash court
- A kiosk/café
- Change rooms with toilets and showers
- A foyer and stadium viewing area
- An umpires'/meeting room with ensuite
- The courts, theatre, multi-purpose room, kiosk and meeting room are available for hire.

Therefore this project identifies new opportunities for extending our range of existing programs, and also explore new ways of providing recreation with more tangible benefits for the community of Daylesford with a wide range of sporting, health, wellness, cultural and arts programs.

March 4, 2013

Issues to be addressed

Good governance including sound decision making, clearly allocated responsibilities, strong communication and cooperation between all parties, mutual accountability.

Shared understanding of the vision, objectives and management between DNC, Dayesford Secondary College and Hepburn Shire

Services and programs that reflect community needs, and are supported by the community

Sustainable funding

Competitive Profile

While the usage has been significantly lower than predicted, there are clear target segments, which in fact represent the whole community, although usage by other towns within the Shire will be limited. The 1998 Feasibility Study made projections which were significantly wrong, so it is important to review all the potential sources of new users.

Market Segment	Segment of Shire Population
Young people 5-17	2146
Young people in tertiary studies or workplace	1925
Parents and homebuilders	3005
Older workers and pre-retirees	2461
Empty nesters and retirees	2194
Seniors	1499
Tourists	

*based on 2011 Census data and Visitor Information centre statistics

March 4, 2013

SWOT Analysis

Strengths

Profits put back into the community

Experience in running General Adult Education, including recreation

Procedures in place for running courses, employing tutors, marketing programs

Financial systems in place to allow systematic reporting

Facility Management Experience

Already are part of DEY project operating at the ARC

Weaknesses

Complex Shared use Agreement with DSC

Limited Opening hours and access

Inadequate Heating

No external signage

Lack of Childcare

Lack of public transport

Lack of Local Specialized staff to run specific programs

Council's lack of marketing (identified in Independent review)

Capacity to undertake maintenance and capital improvements

Opportunities

New sports such as Futsal

Renewed interest in exercise and healthy living

"No Lycra No Lights"

Use of 200 (400)seat theatre for meetings out of school hours

Threats

Other developments such as Victoria Park if facilities are duplicated

March 4, 2013

Business Objectives

Target Markets to develop Programming and Usage

Set targets for usage of basketball courts not including school usage

Current usage is 22.5 hours-(original forecast 61 hours) Develop existing programming and usage that takes full advantage of all available spaces

Present users

- Basketball
- Volleyball
- Roller Derby
- Squash
- Indoor Netball

Develop new programs after community consultation

Meet with Past users to develop new opportunities

- Badminton
- Mixed Netball
- Indoor Soccer
- Primary Children's Holiday programs
- Teenage Holiday Programs

Maintain and Develop existing Daylesford Enterprising Youth Project (DEY) Program

Significant steps have been taken by the Daylesford Enterprising Youth Project (auspiced by DNC) to establish a Youth Space at the ARC.

A group of community members, volunteers and the young people's leaders coming together with the local council, the local high school and the community centre to organise a youth space at the ARC. The youth space group has a committee comprising of volunteers and student leaders.

Young people have their own committee that is currently working on what activities they would like to run, fund raising for equipment and in general working on ways to attract the other young people in the community including those who do not attend school.

The Youth space will be evaluated at the end of each month, to ensure that the programs being run are being well received and well attended. One off programs will be evaluated by those who

March 4, 2013

have attended the programs in order to ensure the programs are adequate and to decide whether they should be run more than once.

Develop and Maintain strong relationships with the Daylesford Secondary College

Maintain and review Calendar of Use as required by either the School or DNC

Maintain Google calendar to show current usage

Develop Governance procedures that more adequately engage the users and the broader community

Facility User Feedback

Develop mechanisms for Community Input

Marketing Plan

Target Groups

Market Segment	Segment of Shire Population	Objective
Young people 5-17	2146	Increase participation by 10%
Young people in tertiary studies or workplace	1925	Increase participation by 10%
Parents and homebuilders	3005	Increase participation by 10%
Older workers and pre-retirees	2461	Increase participation by 10%
Empty nesters and retirees	2194	Increase participation by 10%
Seniors	1499	Increase participation by 5%
Tourists		Increase participation by 10%

March 4, 2013

Marketing Strategies

Milestones	Promotional Strategies	Who	When
Signage	Signage on building exterior	MR/JB	June 13
	Directional signage.	MR/JB	
Print Advertising	Review effectiveness of current advertising.	MH	April 2013
	Review effectiveness of newspaper advertising	MH	April 2013
	Conduct monthly on-going direct mail leaflets with response coupons lead generation program	MH	April 2013
	Promote programs in DNC advertising each week and each month in Council page in The Advocate"	MH	April 2013
Web-Based Advertising	Use DNC and Council website to promote programs	MH	April 2013
	Build new Facebook page for the Arc	RB	April 2013
	Open new twitter account	RB	April 2013
Centres Of Influence" Program	Personally contact at least two organisations each month to discuss promotion of the ARC	MR/JB	Monthly2013
	Attend at least two region development and business network meeting each quarter.	MR/JB	2013
PR Program programs	PR Release to be initiated each quarter to local newspaper and local ABC about the benefits of healthy living	MH	Monthly2013
Lost Customers	Contact monthly all past customers to ask whetherthey were satisfied with our service.	MR	Monthly2013
Follow up Enquiries	Contact all phone enquiries monthly and determine if they have taken up any courses.	MR	Monthly2013
Existing Customers	Follow up new customers two weeks after they start to ensure they are satisfied with the progress on their course.	MR	Monthly2013
	Maintain database of all users	MR	weekly
	Send newsletter to existing customers to keep them informed of our services and new courses.	MR/RB	monthly
Marketing information systems	Document every enquiry "How did you hear about us?"	MB	Daily
	Produce monthly reports by market segment	MH	monthly
Extend Range	Review existing programs and extend range in consultation with the community	MH	monthly
Pricing Strategies	Maintain & review price levels	MH	monthly

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Organisational Plan

Reporting - Internal

Annual Report	DNC Committee	April 2014
Annual Business Plan	DNC Sub Committee	April 2013
Annual Financial Report	DNC Committee	April 2014
Quarterly Financial reports	DNC Sub Committee	June Sept Dec 2013 April 2014
Quarterly Reports(KPI'S)	DNC Sub Committee	April June Sept Dec 2013 April 2014
Annual Marketing Plan	DNC Sub Committee	
Asset Register	DNC Sub Committee	
Risk Management Plan	DNC Sub Committee	April 2013

Reporting - External

Annual Report	To HSC	April 2014
Annual Business Plan	To HSC	April 2013
Annual Financial Report	To HSC	April 2014
Quarterly Financial reports	To HSC	Jun Sept Dec 2013 April 2014
Quarterly Reports(KPI'S)	To HSC	April June Sept Dec 2013 April 2014
Annual Marketing Plan	To HSC	
Asset Register	To HSC	
Risk Management Plan	To HSC	April 2013

Organisation and Management

2013 Objectives:

- IT Services - Review price and capability of new hardware
- Human Resources Strategy - April-June
- Organisational chart - MH
- Develop policies and procedures manual - MH June
- Employ or re-deploy staff - MH
- Organise monthly staff meetings to follow up Business Plan - MH
- Communication & Customer Service - Train all staff in providing telephone support to clients MH
- Partnerships – Seek out and develop partnerships

Financial

Budget See attachment

**ATTACHMENT 13 - DAYLESFORD NEIGHBOURHOOD CENTRE ARC
CASHFLOW STATEMENT**

	TOTAL				Est Budget 2013	Budget 2014
	Jul '11 - June12	Budget	\$ Over Budget	% of Budget	Extrap from YMCA Oct12	
Income						
Council Subsidy	24,996.99	25,000.00	-3.01	99.99%	25000	25000
Grants Income	0.00	500.00	-500.00	0.0%		6000
Kiosk & Merchandise Sales	589.17	2,066.00	-1,476.83	28.52%	600	4000
Program Income	28,304.75	32,478.00	-4,173.25	87.15%	16500	38000
Reimbursed Expenses	4,523.93	10,631.00	-6,107.07	42.55%	2150	10000
Sponsorship Income	0.00	2,000.00	-2,000.00	0.0%		3000
Sundry Income	1.86	0.00	1.86		0	0
Total Income	58,416.70	72,675.00 ##	-14,258.30	80.38%	44,250.00	86000
Expense						
Advertising/Promotion	704.48	2,505.00	-1,800.52	28.12%	0	3500
Audit Fee	255.36	0.00	255.36		0	800
Bank Fees & Govt Taxes	12.61	0.00	12.61		0	50
Cleaning & Waste Disposal	5,191.31	0.00	5,191.31		7500	8000
Computer Software & Hardware	0.00	500.00	-500.00	0.0%		2000
Corporate Services Fees	2,395.20	11,263.00	-8,867.80	21.27%	16000	12900
Depreciation Expense	1,303.76	0.00	1,303.76		0	0 we don't own equipment
Electricity	2,216.19	14,493.00	-12,276.81	15.29%	9000	6000
Equipment Expense	300.89	0.00	300.89		1200	2500
Insurance	899.52	0.00	899.52		0	1200
Licenses and Permits	469.92	0.00	469.92		0	500
Maintenance & Repairs	5,141.40	6,493.00	-1,351.60	79.18%		1500 Should be minimal 1st year (done as part of changeover)
Postage & Freight	133.64	0.00	133.64		0	500
Program Expense	739.23	7,491.00	-6,751.77	9.87%	0	4000
Purchases Kiosk/Merchandise	580.17	1,120.00	-539.83	51.8%	0	2500
Rent	83.52	0.00	83.52		0	0
Returns to Council	0.00	425.00	-425.00	0.0%	0	0
Staff Costs	2,103.81	0.00	2,103.81		0	0
Stationery & Printing	681.99	3,580.00	-2,898.01	19.05%	0	1500
Sundry Expense	113.28	1,000.00	-886.72	11.33%	0	600
Superannuation	2,401.08	1,080.00	1,321.08	222.32%	250	2953
Telephone/Fax/Internet/Email	2,085.36	0.00	2,085.36		1500	2000
Wages	31,006.09	22,725.00	8,281.09	136.44%	7500	31080
Workcover Expenses	2,924.88	0.00	2,924.88		0	1200
Total Expense	61,743.69	72,675.00 ##	-10,931.31	84.96%	42,950.00	85283
Net Income	-3,326.99	0.00	-3,326.99		1,300.00	717.40

**ATTACHMENT 14 - SERVICES STANDARD CONTRACT – MANAGEMENT
OF THE DAYLESFORD ARC – H417-2013
(Issued Under Separate Cover)**

**ATTACHMENT 15 - SERVICE SPECIFICATION – MANAGEMENT OF
DAYLESFORD ARC PRECINCT
(Issued Under Separate Cover)**

10.14. DOUG LINDSAY RESERVE MANAGEMENT ARRANGEMENTS

GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Manager Community Development, I Adam McSwain have no interests to disclose in this report.

PURPOSE

The purpose of this report is to update Council on the status of the Doug Lindsay Reserve Management Arrangements and to recommend an extension of the Doug Lindsay Reserve and Community Facility Management Advisory Committee's term.

BACKGROUND

Established by Council in December 2011 the Doug Lindsay Reserve and Community Facility Management Advisory Committee purpose is to provide advice to Council about preferred management arrangements for the Doug Lindsay Reserve and Community Facility.

In April 2012, the Advisory Committee provided advice to Council: *That a single overall incorporated Committee to manage the Doug Lindsay Facility within Council guidelines be formed. The composition and rules of this would be determined at future meetings.* This advice was endorsed by Council at its meeting on 17 April 2012.

In September 2012 Council extended the term of the Doug Lindsay Reserve and Community Facility Management Advisory Committee until 31 March 2013.

ISSUE / DISCUSSION

Incorporation and Extension of Advisory Committee Term

The Rules of Incorporation for the 'Doug Lindsay Reserve Sports and Community Club Incorporated' have now been finalised by the Advisory Committee (refer Attachment 14). Next steps are to progress establishment of the incorporated association by providing 21 days notice to proposed members of the Association that a meeting to authorise incorporation and approve the proposed rules is being held. Following that meeting, an application for incorporation and a copy of the Rules will be lodged with Consumer Affairs.

The Advisory Committee is currently working on a business plan for the facility that will consider fees and charges, management of revenue, administration

of bookings and finances, arrangements for managing maintenance, cleaning and utilities and sharing of facilities e.g. canteen and bar. In order to complete this work and allow the process of Incorporation to take place, it is recommended that the Advisory Committee's term of appointment be extended until 30 September 2013.

Lease and Licence Agreements

Council officers are currently finalising a draft Lease between Council and the Doug Lindsay Reserve Sports and Community Club Incorporated. Draft licence agreements for each of the facility user groups are also being completed. These lease and licence agreements will be brought to a future Council meeting for approval.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2009-2013:

17. Embracing community knowledge and expertise to help guide its decision making and implementation.

FINANCIAL IMPLICATIONS

A Business Plan is being developed that details income and expenditure projections and operating arrangements for the facility. The Lease will set out maintenance responsibilities.

RISK IMPLICATIONS

The lease agreement will identify roles and responsibilities between Council and the Incorporated Committee. A risk management plan will be prepared covering on-going operations.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Doug Lindsay Reserve and Community Facility Management Advisory Committee plays an important role in advising Council on the most appropriate arrangements for the management of the Doug Lindsay Reserve and Community Facility.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Advisory Committee is made up of Creswick Ward Councillors, one representative each from Creswick Soccer Club, Creswick Football and Netball Club, Creswick Cricket Club, Creswick Municipal Band and Creswick Bowling Club plus four community members.

The proposed rules of incorporation for the 'Doug Lindsay Reserve Sports and Community Club Incorporated' include two representatives of the general community of Creswick, two representatives from each of Creswick Football Netball Club, Creswick Bowling Club, Creswick Soccer Club and one representative from each of the Creswick Imperials Cricket Club and Creswick Brass Band. In addition, it is proposed that one representative from the Hepburn Shire Council will be appointed by Council.

CONCLUSION

An extension is needed for the Doug Lindsay Reserve and Community Facility Management Advisory Committee to finalise Incorporation and complete the business plan for the Doug Lindsay Reserve and Community Facility.

OFFICER'S RECOMMENDATION

That Council:

- 10.14.1 Extends the term of appointment for the Doug Lindsay Reserve and Community Facility Management Advisory Committee and all members to 30 September 2013.
- 10.14.2 Receives and notes that the Rules of Incorporation for the Doug Lindsay Reserve Sports and Community Club Incorporated are now finalised.

MOTION

That Council:

- 10.14.1. Extends the term of appointment for the Doug Lindsay Reserve and Community Facility Management Advisory Committee and all members to 30 September 2013.*
- 10.14.2. Receives and notes that the Rules of Incorporation for the Doug Lindsay Reserve Sports and Community Club Incorporated are now finalised.*

Moved: Councillor Neil Newitt

Seconded: Councillor Greg May

Carried.

**ATTACHMENT 16 - RULES OF THE DOUG LINDSAY RESERVE SPORTS
AND COMMUNITY CLUB INCORPORATED**
(Issued Under Separate Cover)

10.15. CONSENT TO DECLARE SECTION OF UNUSED ROAD SOUTHERN PART OF GOVERNMENT ROAD WEST OF PC357044 – TOWNSHIP OF CLUNES

GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as Manager Assets and Engineering, I Richard Russell, have no interests to disclose in this report.

PURPOSE

The purpose of this report is to determine that a section of Government Road is not required by Council for public traffic and is therefore an unused road.

BACKGROUND

The owners of 59 Thornton Street Clunes, as required by the Department of Sustainability and Environment (DSE), have provided a written request to Council under Section 138 of the *Land Act 1958* seeking Council to declare a section of road described as the Southern Part of Government Road, West of PC357044, Township of Clunes, as unused.

ISSUE / DISCUSSION

The applicant owns the land at 59 Thornton Street, Clunes, which is adjacent to the road reserve in question. This road reserve is currently being used as gravel access driveway to no 59 Thornton Street. The applicant requests approval to use this section of land for the purposes of curtilage to a dwelling.

There is no current requirement for the road reserve to provide access to adjacent properties. The Clunes Showgrounds are located to the north with good access as are the surrounding properties located to the west. Should this change at a future date the licence to occupy the unused road reserve can be cancelled with a 3 month notification period from DSE.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

The applicant has received pre-approval from the DSE to use this section of unused road reserve for the purpose of curtilage to a dwelling subject to Council's approval.

This report is to allow Council to give notice under Section 138 of the Land Act 1958 to DSE that the section of the road as described above is not required for public traffic and therefore is currently an unused road.

MAP



FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

The issuing of a Licence will provide certainty as to who has authorised control over the land and remove any potential to suggest that the land is part of Council's controlled road reserve managed road network.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The section of land for which the licence is applied for is Crown Land road reserve and as such there is no change to the existing situation.

There are no special conditions specified by DSE for approval of the licence.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

An advertisement has been placed in the local paper on 6 September 2012 and a copy of the notice has been forwarded to Council. The DSE are responsible for the leasing arrangements of this Crown Land including all consultation.

CONCLUSION

That this application for a licence over the section of road reserve described as the Southern part of Government Road West of PC357044, township of Clunes be agreed to by Council as the road is deemed to be currently an unused road and there is no material detriment to Council.

OFFICER'S RECOMMENDATION

10.15.1 That Council agrees to the road described as 'Southern part of Government Road West of PC357044, Township of Clunes' to be an unused road pursuant to Section 138 of the *Land Act 1958*.

MOTION

10.15.1. That Council agrees to the road described as 'Southern part of Government Road West of PC357044, Township of Clunes' to be an unused road pursuant to Section 138 of the Land Act 1958.

Moved: Councillor Neil Newitt
Seconded: Councillor Kate Redwood
Carried.

10.16. RECORD OF ASSEMBLIES OF COUNCILLORS – FEBRUARY 2013

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King have no interests to disclose in this report.

PURPOSE

This report summarises Assemblies of Councillors for 5 November 2012 and February 2013.

BACKGROUND

The Local Government Act 1989 defines Assembly of Councillors as

...a meeting of an advisory committee of the Council, if at least one Councillor is present, or a planned or scheduled meeting of at least half of the Councillors and one member of Council staff which considers matters that are intended or likely to be -

(a) the subject of a decision of the Council; or

(b) subject to the exercise of a function, duty of power of the Council that has been delegated to a person or committee –

but does not include a meeting of the Council, a special committee of the Council, as audit committee established under Section 139, a club, association, peak body, political party of other organisation;

Assemblies of Councillors		
Date	Location	Committee Name
5 November 2012	Doug Lindsay Reserve, Creswick	Doug Lindsay Reserve and Community Facility Management Advisory Committee
5 February 2013	Council Chamber, Daylesford	Councillor Briefing
7 February 2013	Creswick CFA	Community Emergency Risk Assessment (CERA) Sub Committee
12 February 2013	Council Chamber, Daylesford	Councillor Briefing
13 February 2013	Council Chamber, Daylesford	International Women's Day Women's Honour Roll

19 February 2013	Trentham Mechanics Institute	Councillor/CEO Meeting
19 February 2013	Trentham Mechanics Institute	Pre Council Meeting

ISSUE / DISCUSSION

1. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be reported at an Ordinary meeting of the Council.
2. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be incorporated in the minutes of that Council Meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Local Government Act 1989, Section 80A

FINANCIAL IMPLICATIONS

Nil.

RISK IMPLICATIONS

There are implications with regards to Council's compliance with the *Local Government Act 1989* (as amended) if written records of Councillor Assemblies are not reported to Council.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The inclusion of the attached record of Councillor Assemblies in the Council Agenda and their availability to the public will increase awareness of the activities of Council and could increase community involvement in decision making at Council level.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Using Council's adopted Community Engagement Framework, International Public Participation Consultation, this report presents information via the Council Agenda.

CONCLUSION

Information provided for noting.

OFFICER'S RECOMMENDATION

10.16.1 That Council receives and notes the Records of Assemblies of Councillors for 5 November 2012 and February 2013.

MOTION

10.16.1. That Council receives and notes the Records of Assemblies of Councillors for 5 November 2012 and February 2013 with an amendment to note that Mr Bruce Lucas was absent from the Community Emergency Risk Assessment (CERA) Sub-Committee meeting.

Moved: Councillor Kate Redwood

Seconded: Councillor Pierre Niclas

Carried

**ATTACHMENT 17 - RECORDS OF ASSEMBLIES OF COUNCILLORS –
FEBRUARY 2013
(Issued Under Separate Cover)**

11. COUNCIL SPECIAL COMMITTEES (SECTION 86)

11.1. MINUTES OF SPECIAL COMMITTEES (SECTION 86) GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to note the minutes and recommendations from Council's Special (Section 86) Committees.

BACKGROUND

Special committees are established by Council and their function and responsibilities outlined in an Instrument of Delegation. Under the Instrument of Delegation, special committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports of Special and Advisory Committees, as provided by the Committees over the past month, for your information:

- Minutes from the Creswick Museum Special Committee General Meeting 04/02/2013.
- Minutes from the Lyonville Hall Special Committee General Meeting 08/01/2013.
- Minutes from the Lee Medlyn Home of Bottles Special Committee General Meeting 06/02/2013.
- Minutes from the Clunes Museum Special Committee General Meeting 11/02/2013.

These minutes have been provided to Councillors under a separate cover.

The following recommendations have been received by Council and are presented for Council to consider adopting:

- Nil

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Nil

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Nil

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Members of the community are represented on these committees.

CONCLUSION

Minutes and reports have been provided for noting.

OFFICER'S RECOMMENDATION

- 11.1.1 That Council receives and notes the minutes of the Special Committees (Section 86) listed above which have been distributed under separate cover.

MOTION

11.1.1. That Council receives and notes the minutes of the Special Committees (Section 86) listed above which have been distributed under separate cover.

Moved: Councillor Sebastian Klein

Seconded: Councillor Neil Newitt

Carried.

Councillor Don Henderson left the meeting at 8:02 pm and returned to the meeting at 8:03 pm.

12. COUNCIL ADVISORY COMMITTEES

12.1. MINUTES OF ADVISORY COMMITTEES

In providing this advice to Council as the General Manager Corporate Services, I Evan King, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to note the minutes received from Council's Advisory Committees.

BACKGROUND

Advisory committees are established by Council and their responsibilities outlined in Terms of Reference. Advisory Committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports from Advisory Committees, as provided by the Committees over the past month, for your information:

- Doug Lindsay Reserve and Community Facility Management Advisory Committee meeting 5/11/2012
- Hepburn Shire Community Emergency Risk Assessment (CERA) Sub-Committee Meeting 7/02/2013
- Audit and Risk Advisory Committee general meeting held 18/02/2013.

These minutes have been provided to Councillors under separate cover.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Nil

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Nil

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Members of the community are represented on these committees.

CONCLUSION

Minutes have been provided for noting.

OFFICER'S RECOMMENDATION

12.1.1 That Council receives and notes the minutes of the Advisory Committees listed above which have been distributed under separate cover.

MOTION

12.1.1. That Council receives and notes the minutes of the Advisory Committees listed above which have been distributed under separate cover.

Moved: Councillor Kate Redwood

Seconded: Councillor Sebastian Klein

Carried.

13. CONFIDENTIAL ITEMS

13.1. CLOSURE OF MEETING TO MEMBERS OF THE PUBLIC

That pursuant to the provisions of Section 89(2) of the Local Government Act 1989, the meeting be closed to the public in order to consider:

- (d) Contractual matters; and
- (h) Any other matter which the Council or special committee considers would prejudice the Council or any person.

RECOMMENDATION

13.1.1 That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:

- 89(2)(d) Contractual matters

Contract H402-2013 – Installation of a 150 lux Lighting Scheme, including four towers and twenty-four luminaires, at Victoria Park, Clunes

Waste Services Contracts:

H408-2013 – Supply and Cartage of Hooklift Bins

H410-2013 – Operation and Management of Resource Recovery Centres

H411-2013 – Operation of Recycling Transfer Facility; and

13.1.2 89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.

Lake Daylesford Boathouse Cafe Lease.

MOTION

13.1.1. *That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:*

- *89(2)(d) Contractual matters*

Contract H402-2013 – Installation of a 150 lux Lighting Scheme, including four towers and twenty-four luminaires, at Victoria Park, Clunes

Waste Services Contracts:

H408-2013 – Supply and Cartage of Hooklift Bins

H410-2013 – Operation and Management of Resource Recovery Centres

H411-2013 – Operation of Recycling Transfer Facility; and

13.1.2. *89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.*

Lake Daylesford Boathouse Cafe Lease.

Moved: Councillor Sebastian Klein

Seconded: Councillor Greg May

Carried.

The meeting closed to Members of the Public at 8:01 pm.

14. RE-OPENING OF MEETING TO PUBLIC

RECOMMENDATION

- 14.1 That Council having considered the confidential items, re-opens the Meeting to members of the public.

PROCEDURAL MOTION

14.1. That Council, having considered the confidential items, re-opens the Meeting to members of the public.

Moved: Councillor Don Henderson

Carried.

The Meeting re-opened to the Public at: 8:14 pm.

In accordance with Council's resolutions, the following information is provided to the public on matters resolved during the confidential section of the Meeting.

MOTIONS

That Council:

14.1.1. *Awards the Tender for Contract H402-2013 – Installation of a 150 lux lighting scheme, comprising four towers and twenty four luminaires at Victoria Park Oval, Clunes for the lump sum price of \$297,984 (excluding GST) to TJ Coutts Pty Ltd.*

14.1.2. *Awards Contract*

- *H408-2013 - Supply and Cartage of Hooklift Bins to Sita Australia Pty Ltd for the price of \$283,625 based on a schedule of rates;*
- *H410-2013 - Operation and Management of Resource Recovery Centres to Zoobins Holdings Pty Ltd for a price of \$160,000; and*
- *H411-2013 - Operation of Recycling Transfer Facility to Wheelie Waste Pty Ltd for a price of \$63,180 based on a schedule of rates*

for an ongoing one year term with the option for a further one year in accordance with the contract documents.

15. CLOSE OF MEETING

The Meeting closed at 8:15 pm.
