



HEPBURN SHIRE COUNCIL
ORDINARY MEETING OF COUNCIL
MINUTES

TUESDAY 18 NOVEMBER 2014

DRUMMOND HALL
DRUMMOND-LAURISTON ROAD
DRUMMOND

6:00PM

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MINUTES

TUESDAY 18 NOVEMBER 2014

Drummond Hall
Drummond-Lauriston Road, Drummond
Commencing 6:00PM

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AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
18 NOVEMBER 2014

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.

The Mayor advised the meeting of the death of Ken Stockfeld, former Councillor of the previous Shire of Daylesford and Glenlyon and serving member of the Drummond Hall Special Committee.

Council will fly the Australian flag above the Daylesford Town Hall at half mast on Friday which is the day of the funeral. We pass on our condolences to Ken's family.

The Mayor led a minute of silence as a mark of mourning and respect for the passing of Ken Stockfeld.

2. OPENING OF MEETING

PRESENT: Mayor Councillor Kate Redwood AM, Deputy Mayor Councillor Neil Newitt, Coliban Ward Councillor Sebastian Klein, Creswick Ward Councillor Don Henderson, Creswick Ward Councillor Greg May, Holcombe Ward Councillor Bill McClenaghan.

IN ATTENDANCE: Chief Executive Officer Aaron van Egmond, General Manager Corporate Services Grant Schuster, General Manager Community Services Kathleen Brannigan, General Manager Infrastructure Bruce Lucas, Governance and Corporate Support Officer Mary Dancuk.

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

Birch Ward Councillor Pierre Niclas

4. DECLARATIONS OF CONFLICTS OF INTEREST

Councillor Bill McClenaghan declared an indirect Conflict of Interest – conflicting duty in **Agenda Item 11.4 – Proposed East Street Railway Underpass Access Improvement** as a Director of The Central Highlands Tourist Railway that leases and manages the bridge and adjacent VicTrack railway land.

Councillor McClenaghan left the meeting at 7:03 pm and returned to the meeting at 7:07 pm. Councillor McClenaghan was absent while this matter was considered.

Councillor Don Henderson declared a direct Conflict of Interest in **Agenda Item 11.7 Community Grants Round One 2014/15** as President of the Creswick Railway Workshops Association Inc. which is a grant applicant.

Councillor Henderson left the meeting at 7:26 pm and returned to the meeting at 7:32 pm. Councillor Henderson was absent while this matter was considered.

5. CONFIRMATION OF MINUTES

RECOMMENDATION

That Council confirms the following Minutes (previously circulated to Councillors), as required under section 93(2) of the Local Government Act 1989:

- 5.1 Ordinary Meeting of Council held on 21 October 2014; and
- 5.2 Statutory Meeting of Council held on 11 November 2014.

MOTION

That Council confirms the following Minutes (previously circulated to Councillors), as required under section 93(2) of the Local Government Act 1989:

- 5.1. Ordinary Meeting of Council held on 21 October 2014; and*
- 5.2. Statutory Meeting of Council held on 11 November 2014.*

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

6. NOTICES OF MOTION

Nil

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Kate Redwood AM, Birch Ward

Thank you to the many people who have contacted me to wish me well for my term as Mayor. It is great to feel that there's a lot of support out there.

Thank you also to our CEO, Aaron van Egmond, our Executive Assistant Michelle Collett and our Governance Officer Mary Dancuk for their advice and support with the hand over.

At the unveiling of the John La Gerche statute last Saturday, it felt good to stand in solidarity with past Mayors McClenaghan and Henderson. It did occur to me what a lonely path John La Gerche trod as the sole forester for the Ballarat and Creswick forests, replanting the mining wasteland on his own. I don't feel lonely.

Also noteworthy was the announcement of funding for Victoria Park multipurpose community facility. Achieving this milestone has been a very long journey with many players. I want to express my appreciation to a number of people who have worked to get this project funded over the years: Allan and Faye McLeod, Marie Phypers, Wayne Evans, Leo Schlink, Bernie Jurcan. More recently the effort put in by Council staff, notably Adam McSwain, has been excellent.

Council commitments over the last month:

- | | |
|------------|---|
| 21/10/2014 | Councillor Only Meeting
Councillor/CEO Meeting
Pre Council briefing by officers
Council Meeting – Newlyn |
| 23/10/2014 | International Women's Day Advisory Committee meeting |
| 24/10/2014 | Friends of Cornish Hill/Dharma School project
Anglican Church dinner |
| 25/10/2014 | Daylesford Community Park on site meeting
CEO/Mayor's Meeting |
| 31/10/2014 | Friends of Cornish Hill/Dharma School bats project outside the
Daylesford Library
Meeting with Mayor and ALP candidate Mary-Anne Thomas |
| 01/11/2014 | Celebration re opening of Lyonville Hall |

- 05/11/2014 CEO/Mayor's Meeting
Councillor Briefing
- 7/11/2014 Vic Park Funding announcement
- 10/11/2014 Official Lyonville Hall opening
- 11/11/2014 Remembrance Day ceremony and wreath laying
CEO/Mayor's meeting
Councillor Briefing re Hepburn Community Hub project
Councillor Only Meeting
Statutory Meeting of Council – Election of Mayor and Deputy Mayor
- 12/11/2014 Briefing re role of Mayor
Launch of Swiss & Italian Festa and opening of art show
- 14/11/2014 Briefing with CEO
Media – various
- 15/11/2014 Unveiling of John La Gerche statute, Creswick
- 15/11/2014 Opening of art exhibition at Convent Gallery.

COUNCILLOR REPORTS

Councillor Neil Newitt, Cameron Ward

I was pleased to represent Council at a number of events held this past month including several announcements of State Government funding for local community and sporting groups, and for projects that Council is wishing to undertake for the wider communities.

Minister Peter Walsh yesterday announced funding for the Clunes Field and Game club to purchase three new traps for their shooting range. The Minister also chose Clunes to launch the State Government's Hunting and Game Management Action Plan, which highlighted the growth of the industry and acknowledged the economic return this brings to many rural and regional communities.

This was reflected locally where we heard that the Clunes club has hosted over 1000 shooters this past year alone, and they have calculated this has contributed over \$75,000 to the local economy.

At the 11th hour of the 11th day of the 11th month I joined many others at the Clunes War Memorial to pay our respects.

This time and date is when hostilities ceased on the Western Front and has become universally associated with the remembrance of those who lost their lives in all wars and conflicts.

Congratulations to the Clunes and District Agricultural Society on the success of their 154th Annual Spring Show held on Saturday, despite the less than ideal weather forecast.

The Show has become very popular with those seeking a traditional show, one focused on showcasing our rural achievements.

Although it is still Spring, there has been very little rain falling lately in the region with most of the district well and truly dry.

The irony was not lost on those that observed the day it finally rains, was the day of the agricultural show.

Councillor Don Henderson, Creswick Ward

One of the highlights in the past month has been the opening of the Hepburn Fire Station, a new fire station that has taken quite some time and caused some angst in the community, but finally we were all there to see that fire station opened.

After that I went to Mollonghip which was a smaller affair. Nevertheless the people in this small community who have only their hall and rural fire brigade appreciated our presence.

I also went to the Clunes Gun Club yesterday with my colleague Cr Newitt. One of the things that struck me is the good work they do with young people and the way they bring them in and teach them the safe use of fire arms. We are always going to have fire arms in the community and it is good to say that they put the effort in. The Club actually spends \$75,000 in the local community and visitors to the club and Clunes contribute far more.

I attended the launch of the La Gerche 100 project. I actually did a bit more than that. I took the first scarf out of the tree with an axe. Later in the week I joined with Mayor Redwood and Cr McClenaghan and we unveiled the finished work. The Californian Redwood tree was declared dead and the cause was a big white ants nest in the bottom. It was only a baby tree, 154 feet high and a mere 112 years old. These trees live to a great age in America, some 3,000 years I understand. This timber was carved into a beautiful statue which most of you have seen. The remaining timber will be used in our library and streetscape as something to remind us that Creswick is the home of forestry.

I also attended the Remembrance Day in Creswick. One of the things that struck me was the number of young people that turned out and took part in the event – a good sign for the future of Remembrance Day long after we are

Councillor Sebastian Klein, Coliban Ward

Tonight we respond to a petition from the community of Yandoit concerning climate change. I am heartened to see that at a time when the politicisation of climate change has gone beyond a joke, as the rest of the world does catch up to bring about global action on behalf of a quarter of the world's population. This topic was at the heart of a consultation from the North Central Catchment Management Authority, where they are planning, on behalf of the Federal Government, how to adapt to and mitigate rising temperatures.

It's an issue they take very seriously in Gippsland councils, and I was impressed by how far advanced the councils of that region in their understanding of what drying climates and rising sea-levels represent for their coastal and farming communities. This was the topic of conversation at a meeting of these councils and other organisations and authorities in Traralgon, where I joined them on behalf of the Victorian Adaptation and Sustainability Ministerial Advisory Committee.

This is especially relevant as the Climate Commission releases a report that demonstrates productive climate policies have attracted \$5.5 billion of investment and 3,000 jobs in South Australia where they produce 36% of their electricity from wind power.

In my view the time of mandate politics is over and the ongoing and earnest involvement of communities in decision making is one of the critical ways, that we in local government and all levels of government, can move from the cycle of broken promises and sensationalism of decision making to a point where the interest and support of communities in governments is retrieved. This was at the heart of conversations about participatory budgeting at a session with council staff and then a talk from the CEO of Melbourne Kathy Alexander to our Victorian Local Governance Association (VLGA) Delegates Dinner. The VLGA Strategic Outcomes Plan was also launched at this event, while we celebrated 100 years since women were allowed to run for local government.

Back at home, I attended the dedication and formalisation ceremony of Trentham's Avenues of Honour - just 96 years after they were initially planted. We heard that the Trentham avenues were unique for the fact that they represent all who participated in the war, not just those who died. We also had a Streetscape presentation, a ward meeting, the official re-opening of the Lyonville town hall, the election of a Mayor and I was really impressed by the work of a couple of young artists, Poppy Cagalj and

Dion Shields who have gone from strength to strength as beneficiaries of the Daylesford Neighbourhood Centre's VCAL program and a supportive community.

Other events I attended this month include:

- Trentham Food Hub meeting
- Victorian Local Governance Association (VLGA) Board meeting
- North Central Catchment Management Authority climate change plan Meeting with Local Government Minister Bull
- Gippsland Adaptation and Sustainability forum on behalf to the Victorian Adaptation and Sustainability Partnership Ministerial Advisory Committee (VASP MAC)
- Trentham Streetscape presentation
- VASP MAC meeting
- Avenue of Honour dedication in Trentham
- Coliban Ward meeting
- 100 years of Women in Local Government with the VLGA at Newport
- Lyonville Hall official opening
- Election of Mayor - Statutory Meeting
- Participatory Budgeting Session with Darebin and Melbourne
- Presented to Senate Inquiry on the Abbott Budget Cuts with VLGA
- Consulted on the Trentham Hub
- Attended the exhibition opening of 20 Strong Women of Daylesford
- Trentham Hub Community Reference Group meeting.

Councillor Greg May, Creswick Ward

The public information and consultation process around the Creswick Streetscape proposals continued in recent weeks at the RSL Hall in Creswick. A good number of Creswick residents attended the meeting to view the latest developments and to put forward their views on various aspects of the project. The discussions were robust but I believe resulted in some consensus on some key components of the project, particularly car parking. Outcomes of the streetscape project will include a more vibrant and attractive Creswick town centre, as well as a safer one for motorists and pedestrians.

Last week we elected our new Mayor and Deputy Mayor at a meeting in the Daylesford Town Hall.

I'd like to congratulate Cr Redwood on her election as mayor and Cr Newitt on his election as Deputy and wish them well for the coming year. I'd also like to thank Cr Henderson for his hard work and diligence as Mayor during the last year.

If driving past the Newlyn Recreation Reserve recently you would probably have noticed earthworks being carried out on the oval. These works were undertaken to correct a subsidence in the oval's surface and to install more efficient drainage. In co-operation with Council, the Newlyn Football Netball Club completed this project which will result in a much improved playing surface in the future.

I'm unsure if a Councillor's report is the appropriate document to talk about the passing of a local resident but I believe that from time to time there are people who've made a significant contribution to their community who really should be made mention of. Since the last Council meeting the Newlyn/ Blampied community lost one of its favourite sons, namely Mr Neil La Franchi.

Neil was a life member of the Newlyn Football Netball Club, a long time member of the Creswick Golf Club and a long time member of the Mt Prospect Tennis Association. Neil wasn't just a participant in these sports but a great contributor to the organisations mentioned. He spent his entire working life, some 53 years, in the livestock carrying business and as such was known and well liked by farming families throughout the shire and will be sadly missed.

Councillor Bill McClenaghan, Holcombe Ward

Firstly, let me welcome and introduce Council to Drummond and to the Drummond Hall and tennis court; the only Council facility in this far corner of Hepburn Shire. You might find your mobile access is a lot better than what it was last time out here because of that big tower you all drove past to get here – a result of a Council planning decision last year.

This hall used to be down the road at Lauriston before being shifted here in the 1920s on two horse drawn drays, in two effective halves, the two annexes front and back excluded. You will find this and more information on an historical plaque at the front.

The tennis court outside had fallen into disrepair in the last decade and was enlarged, resurfaced and refurbished in 2013 following a Council funding allocation. Ongoing problems with line marking have now been resolved and the court is available to the local primary school and the local community at no charge. The hall, on the other hand, is available for hire and is managed by a Council Special Committee of four local persons, sadly now only three. The Special Committee also cuts the grass around the hall, rakes the pine needles and does the basic maintenance on the property which includes erecting shade cloth framing and the shade cloth itself and also some structural works like demolishing the former tennis court fence at the front and erecting a new extended refurbished fence after the completion of the court.

The hall also has a recycled / re-used fridge out the back in the kitchen between the asbestos warning signs. The fridge was obtained at the Daylesford Transfer Station at no charge and is in good working order, long before Council adopted its new Waste Management Strategy.

Secondly, as stated earlier, I too wish to acknowledge the passing of Ken Stockfeld, late of Denver. Ken Stockfeld was a Councillor and former Mayor of the old Shire of Daylesford and Glenlyon. He was a member of the Glenlyon CFA for 35 years and spent another 14 years of service in the former Drummond Fire Brigade and also the Spring Hill Fire Brigade. Ken Stockfeld was also a member of the Drummond Hall Special Committee, a serving member at the time of his death last Saturday. Ken Stockfeld's funeral will be held on Friday and I will be representing Council as well as speaking in honour of a former Mayor and Councillor who represented the people and the communities of this area before Max O'Shea and later on myself took over as Ward Councillors.

Thirdly, Madam Mayor, other activities I engaged in the last month include the following:

- Final community consultation on Council's Streetscape Project in Glenlyon.
- A meeting of Glenlyon Progress Association.
- Several State Government funding announcements, Shire wide.
- Opening of the new Hepburn CFA fire station.
- Opening of the Bio-Link Walk along the Loddon River adjacent to the Glenlyon Recreation Reserve where we conveyed the "Mayor of Glenlyon", who happens to be here tonight, on the TrailRider Wheelchair along the walk and even through a perilous river crossing without getting the gentleman one tiny bit wet.
- Opening of the refurbished the Lyonville Hall.
- CFA Medal presentation in Daylesford presided over by the Chief Officer Euan Ferguson.
- Remembrance Day service at Daylesford.
- The unveiling of the La Gerche statue in La Gerche Gully at Creswick.
- Lastly, last night a Holcombe Ward meeting in the Daylesford Senior Citizens' Rooms.

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 Don Henderson
Seconded: Councillor Bill McClenaghan
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 Chief Executive Officer 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 Chief Executive Officer by 12 noon on the day of the Council Meeting.

Questions received 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. PETITION – SMEATON COMMUNITY ACTION – SOUND PROOFED FENCING/BARRIERS - UNIGRAIN

SUMMARY

Council has received a Petition with 11 signatures from Smeaton residents which states:

'Smeaton Community Action

The following residents of Smeaton would like action taken in the form of sound-proofed fencing/barriers erected and/or other initiatives to help contain the noise pollution emitting from the Unigrain factory.

It is also important for sound monitoring to occur each time a new sound occurs as the factory expands and continues to affect the amenities of the community.'

RECOMMENDATION

That Council:

- 9.1.1 Receives the Smeaton Community Action petition requesting Council to take action in the form of sound proofed fencing/barriers to help contain the noise pollution emitting from the Unigrain factory.
- 9.1.2 Refers the petition to the Manager Planning for preparation of a report for consideration at the December 2014 Council Meeting.

9.1.3 Advises the head petitioner of the above process.

MOTION

That Council:

- 9.1.1. *Receives the Smeaton Community Action petition requesting Council to take action in the form of sound proofed fencing/barriers to help contain the noise pollution emitting from the Unigrain factory and notes that it lay on the table for one month.*
- 9.1.2. *Refers the petition to the Manager Planning for preparation of a report for consideration at the December 2014 Council Meeting.*
- 9.1.3. *Advises the head Petitioner of the above process.*

Moved: Councillor Don Henderson

Seconded: Councillor Greg May

Carried.

9.2. QUESTIONS

Question 1: From Dr Gregory Hoath, Musk

I refer to the removal of pine trees from Wheelers Hill, Musk

Was a permit granted for the removal of this significant landscape feature? If so, on what grounds? If not, why not?

What landscape overlays cover the site and in what way do they permit the removal of such a significant landscape feature?

What measures have been taken to ensure that erosion does not occur on this very steep site and what requirements for revegetation have been stipulated?

Why was there no community consultation or notice prior to the removal of this significant landscape feature and landmark that has stood for 50 years?

Answered by Mayor Councillor Kate Redwood

The pine trees removed from Wheelers Hill, Musk were on privately owned land.

Council has not issued a permit for the removal of the pine trees at the site. No permits were submitted to Council seeking the removal of the pine trees.

The land is zoned Farming Zone and is subject to an Environmental Significance Overlay - Schedule 1 (ESO1). The ESO1 states:

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 hectare.

The landowner is aware of this requirement.

The vegetation is not protected by a significant landscape overlay or any other planning scheme protection.

Council officers are investigating the extent to which vegetation has been cleared. The result of the investigation will determine if there has been a breach of the planning scheme and if enforcement action is necessary. If there is a breach, the investigation will consider options to require the landowner to take measures to mitigate against the possibility of erosion or to revegetate the site.

It is important to note, if less than 1 hectare of vegetation has been removed, then there is no breach of the planning scheme and Council has no power to require revegetation or to require erosion mitigation measures.

As there was no planning permit requested, there were no Council triggers for community consultation or notice. Any such notice or consultation separate to a planning permit process would be at the discretion of the landowner.

Council is reviewing its strategic planning priorities of which a review of the Significant Landscape Overlay may be considered.

9.3. REQUESTS TO ADDRESS COUNCIL

Mr Stephen O'Connor from Yandoit addressed Council regarding:

- parking in King Street, Daylesford and parking fees
- parking issues on Creswick market day
- concern with Shire office phone responses.

The above operational matters raised have been referred to the CEO, Mr Aaron van Egmond for follow up with Mr O'Connor.

10. STATUTORY PLANNING REPORTS

There were no Planning Applications for consideration at the November 2014 Council Meeting.

11. OFFICERS' REPORTS

11.1. RESPONSE TO PETITION – CLIMATE CHANGE GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Sustainability Officer, I John van Rooden have no interests to disclose in this report.

PURPOSE

The purpose of this report is to respond to the Climate Change petition tabled at the Ordinary Council Meeting on 21 October 2014 requesting Council to take the community concern regarding an urgent response to climate change to heads of government and world leaders.

BACKGROUND

Hepburn Shire Council has for many years taken an active position to mitigate the impacts of climate change. Council has taken steps to reduce the organisation's carbon footprint and to facilitate the uptake of renewable energy solutions both within Council and across the broader community. Through the Central Victorian Greenhouse Alliance, Victorian Adaptation and Sustainability Partnership and other cooperative local government projects, Council has been an active partner in climate change mitigation and adaptation projects.

ISSUE/DISCUSSION

In recognition of the need to address the impacts of climate change, Council has taken a leadership role within the local community to work towards becoming a carbon neutral organisation.

One of the performance targets in the Council Plan is to reduce Council's greenhouse gas emissions by 5%. In 2013 – 2014, Council's greenhouse gas emissions were 1,938 tonnes CO₂-e, which was offset by 334 tonnes CO₂-e through the purchase of Large Generator Certificates through Hepburn Wind. Council has a number of initiatives in place to further reduce greenhouse gas emissions. Through the upgrading of Council street lighting to energy efficient LEDs, converting our heavy vehicle fleet to bio-diesel and proposals to produce bio-energy from green waste, we expect a reduction in greenhouse gas emissions in the order of 315 tonnes CO₂-e or 16% of our 2013 – 2014 emissions.

On behalf of local government, the Municipal Association of Victoria has signed a Climate Change Adaptation Memorandum of Understanding (MOU) with the Victorian Government. The MOU sets out to increase clarity of responsibilities of

each level of government in responding to climate change. The MOU has identified five key priorities for future work on climate change adaptation.

These are:

- Sea level rise
- Agricultural productivity and economic development
- Community engagement, empowerment and information provision
- Resilience to extreme weather events
- Vulnerable communities.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Sustainable Environment and a Vibrant Economy

Key Strategic Activity:

16. Develop opportunities for increased renewable energy generation and minimisation of energy consumption within Hepburn Shire Council in order to reduce our reliance on non renewable energy generation.

FINANCIAL IMPLICATIONS

Initiatives to reduce greenhouse gas emissions and to further develop waste to energy projects are included in Council's 2014/15 budget. New projects will be considered as part of the development of future Council budgets.

RISK IMPLICATIONS

The risks related to climate change are significant.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

A greater reliance upon clean energy solutions will have a major impact on reducing greenhouse gas emissions and assist in mitigating the impacts of climate change. Clean energy solutions would encourage local energy resilience and job opportunities compared to the fossil fuel alternatives. The economic benefits will depend on the capital and operational costs of different clean technology solutions, the relative costs of fossil fuel alternatives and government financial support.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Not applicable.

CONCLUSION

Council is committed to reducing greenhouse gas emissions and developing renewable energy options.

OFFICER'S RECOMMENDATION

That Council:

- 11.1.1 Notes and receives the report.
- 11.1.2 Writes to the head petitioner advising them of Council's position.

MOTION

That Council:

- 11.1.1. *Notes and receives the report.*
- 11.1.2. *Writes to the head petitioner advising them of Council's position.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Neil Newitt

Carried.

**11.2. LOCAL LAW NO 1 – MEETING PROCEDURES 2014
GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the Governance and Corporate Administration Officer, I Mary Dancuk have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to adopt the correct version of Local Law No 1 – Meeting Procedures 2014 (Local Law) following its adoption at Council's meeting on 21 October 2014.

BACKGROUND

Following the public exhibition period, Council resolved to adopt the Local Law at its meeting on 21 October 2014.

ISSUE/DISCUSSION

Due to an administrative error, a superseded copy of the Local Law was inadvertently inserted as an attachment to the report.

The correct proposed Local Law (August 2014) was placed on public exhibition.

This report seeks to correct this error, remove any ambiguity and ensure that the correct Local Law has been adopted.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Under section 91 of the *Local Government Act 1989* (the Act) Council is required to make a local law which governs the conduct of meetings of Council and its Special Committees.

FINANCIAL IMPLICATIONS

Making this new Local Law has the following minor costs:

1. Legal fees for review of Draft Local Law No 1 – Meeting Procedures 2014 by Council's legal advisors.
2. Advertising costs – public notice in local newspapers and the Victoria Government Gazette.

RISK IMPLICATIONS

Adopting the Local Law contributes to managing the risks associated with good governance during meetings of Council.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Not applicable.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The proposed Local Law was advertised in the Victoria Government Gazette and in local newspapers seeking public submissions in accordance with section 223 of the *Local Government Act 1989*. No public submissions were received.

Copies of the proposed Local Law were available for inspection from Thursday 21 August 2014 at Council's offices in Daylesford and Creswick, at all Hepburn Library branches and from Council's website www.hepburn.vic.gov.au.

As required under section 119(3) of the *Local Government Act 1989*, once the Local Law is adopted, a public notice will be placed in the *Victoria Government Gazette* and local newspapers advertising the making of the Local Law.

Council will also brief special committees on using the updated Local Law for their meetings.

CONCLUSION

The correct updated Local Law removes ambiguity from the previous Local Law. It reflects contemporary practices in formal meeting procedures to facilitate good governance in Council decisions.

OFFICER'S RECOMMENDATION

That Council resolves to set aside its Motion from the Ordinary Meeting of Council held on 21 October 2014 regarding Agenda Item 11.4 – Local Law No 1 – Meeting Procedures and in its place resolves to:

- 11.2.1 Adopt Local Law No 1 – Meeting Procedures 2014 – November 2014.
- 11.2.2 Authorise the Chief Executive Officer and Mayor to sign and seal Local Law No 1 – Meeting Procedures 2014 – November 2014.
- 11.2.3 Place a public notice in the Victoria Government Gazette and local newspapers advertising the making of Local Law No 1 – Meeting Procedures 2014 – November 2014, as required under section 119(3) of the *Local Government Act 1989*.
- 11.2.4 Send a copy of the adopted Local Law No 1 – Meeting Procedures 2014 – November 2014 to the Minister for Local Government, as required under section 119(4) of the *Local Government Act 1989*.

- 11.2.5 Make Local Law No 1 – Meeting Procedures 2014 – November 2014 available for public inspection on Council’s website.

MOTION

That Council resolves to set aside its Motion from the Ordinary Meeting of Council held on 21 October 2014 regarding Agenda Item 11.4 – Local Law No 1 – Meeting Procedures and in its place resolves to:

- 11.2.1. *Adopt Local Law No 1 – Meeting Procedures 2014 – November 2014.*
- 11.2.2. *Authorise the Chief Executive Officer and Mayor to sign and seal Local Law No 1 – Meeting Procedures 2014 – November 2014.*
- 11.2.3. *Place a public notice in the Victoria Government Gazette and local newspapers advertising the making of Local Law No 1 – Meeting Procedures 2014 – November 2014, as required under section 119(3) of the Local Government Act 1989.*
- 11.2.4. *Send a copy of the adopted Local Law No 1 – Meeting Procedures 2014 – November 2014 to the Minister for Local Government, as required under section 119(4) of the Local Government Act 1989.*
- 11.2.5. *Make Local Law No 1 – Meeting Procedures 2014 – November 2014 available for public inspection on Council’s website.*

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

ATTACHMENT 1 - LOCAL LAW NO 1 – MEETING PROCEDURES 2014 –
NOVEMBER 2014



LOCAL LAW NO 1

MEETING PROCEDURES

2014

NOVEMBER 2014

Commencement Date:

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1. INTRODUCTION

1.1 TITLE

This Local Law will be known as ‘Local Law No 1 – Meeting Procedures 2014’ and is referred to below as ‘this Local Law’.

1.2 PURPOSE OF THIS LOCAL LAW

The purpose of this Local Law is to:

- (a) provide a mechanism to facilitate the good governance of Council through its formal meeting procedure to ensure open, efficient and effective Council decisions are made in a manner which acknowledges the role of local government within the Australian system of Government;
 - (b) regulate proceedings and provide for orderly and fair conduct at all Council Meetings, Special Committee Meetings and other meetings conducted by or on behalf of Council where Council has resolved that the provisions of this Local Law are to apply;
 - (c) regulate and control the procedures governing the conduct of meetings including:
 - (1) the notice required for meetings; and
 - (2) the keeping of minutes;
 - (d) promote and encourage community engagement and participation in the system of local government by providing mechanisms for the community members to express their views and expectations;
 - (e) regulate proceedings for the election of the Mayor and the chairperson of various committees; and
 - (f) regulate the use and prohibit unauthorised use of Council’s Common Seal.
-

1.3 THE POWER TO MAKE THIS LOCAL LAW

This Local Law is made under sections 91 and 111(1) of the *Local Government Act 1989*.

1.4 COMMENCEMENT DATE

This Local Law comes into operation on the day following the day on which notice of the making of this Local Law is published in the Victoria Government Gazette.

1.5 REVOCATION

This Local Law ceases to operate on the tenth anniversary of the day on which it commenced operation, unless revoked earlier.

1.6 APPLICATION OF THE LOCAL LAW

This Local Law will apply to all meetings of:

- (a) Council; and
 - (b) Special Committees of Council, with any necessary modifications or adaptations.
-

2. NOTICES AND AGENDAS

2.1 DATE, TIME AND PLACE OF MEETINGS

The date, time and place for all Council Meetings must be determined by Council each year. Council will, to the maximum extent practicable, provide at least seven (7) days notice to the public of any meetings in accordance with section 89(4) of the Act.

2.2 COUNCIL MAY ALTER MEETING DATES

Council may change the date, time and place of any Council Meeting which has been fixed and will, to the maximum extent practicable, provide at least seven (7) days notice to the public of the changes. If it is not practicable to provide seven days notice, then Council will specify the urgent or extraordinary circumstances which prevented it from providing such notice in accordance with section 89(4) of the Act.

2.3 NOTICE OF MEETINGS – PUBLIC

The Chief Executive Officer must give notice to the public of any Council Meetings through Council's website, customer service centres/municipal offices, libraries, and in newspapers generally circulating in the municipal district, or as appropriate in accordance with section 89(4) of the Act.

Advertising can be done as a schedule of meetings annually or at various times of the year, or just prior to each Council Meeting unless extraordinary circumstances exist.

2.4 NOTICE OF SPECIAL COMMITTEE MEETINGS TO THE PUBLIC

Reasonable notice of the time, date and place of meetings of Committees:

2.4.1 established pursuant to section 86 of the Act; and

2.4.2 which do not consist entirely of Councillors

must be given to the public by the Chairperson of the Committee in accordance with section 89(5) of the Act. In addition, the Chief Executive Officer must ensure that the time, dates and place of meetings of Committees are available on Council's website.

2.5 NOTICE OF MEETINGS – COUNCILLORS

A notice of an Ordinary Meeting of Council, incorporating or accompanied by an Agenda, must be delivered to every Councillor at least 48 hours before the Ordinary Meeting.

It will not be necessary for a notice of meeting or Agenda to be served on any Councillor who has been granted leave of absence, unless the Councillor has requested the Chief Executive Officer in writing to continue to give notice of any meeting to be held during the period of his or her absence.

2.6 CANCELLATION OR POSTPONEMENT OF A MEETING

- 2.6.1 In the event of a cancellation or postponement of a meeting, the Chief Executive Officer must submit a written report of the circumstances requiring this action to the next Ordinary Meeting of Council.
- 2.6.2 Reasons for cancelling or postponing a meeting pursuant to this clause may include:
- (a) a natural disaster within or in close proximity to the municipal district;
 - (b) the death of or the occurrence of a serious injury to any Councillor, senior officer or other significant person, which would be likely to affect the normal operation of Council or the organisation as a whole; or
 - (c) an emergency event occasioned by any other reason, such as the need to call a meeting where time is of the essence or because delay in convening a meeting may have a major impact on Council or the organisation because consideration of an issue cannot wait until the next scheduled Council Meeting.
-

2.7 MEETINGS OPEN TO THE PUBLIC

In accordance with section 89(1) of the Act, all meetings of Council and Committees must be open to the public unless a resolution is made to close the meetings to members of the public pursuant to section 89(2) of the Act.

2.8 MEETINGS CLOSED TO THE PUBLIC

Council may resolve that a Council Meeting and a Committee may resolve that a meeting of the Committee, be closed to the public if the meeting is discussing:

- (a) personnel matters;
 - (b) the personal hardship of any resident or ratepayer;
 - (c) industrial matters;
 - (d) contractual matters;
 - (e) proposed developments;
 - (f) legal advice;
 - (g) matters affecting the security of Council property; or
 - (h) any other matter which Council or the Committee considers would prejudice Council or the Committee (as the case may be) or any person.
-

3. QUORUMS

3.1 QUORUM

The quorum for a Council Meeting or meeting of a Committee will be at least the majority of the total number of Councillors or Committee Members.

3.2 INABILITY TO GAIN A QUORUM

If a quorum is not present within thirty (30) minutes of the scheduled commencement of any Council Meeting, those Councillors present or, if no Councillors are present, the Chief Executive Officer or (in the absence of the Chief Executive Officer) a senior officer, may adjourn the meeting for a period not exceeding seven (7) days from the date of the adjournment.

3.3 INABILITY TO MAINTAIN A QUORUM

If during any Council Meeting a quorum cannot be achieved and maintained, those Councillors present, the Chief Executive Officer or (in the absence of the Chief Executive Officer) a senior officer may adjourn the meeting for a period not exceeding seven (7) days from the date of the adjournment.

3.4 INABILITY TO MAINTAIN A QUORUM DUE TO CONFLICTS OF INTEREST

If a quorum cannot be achieved or maintained due to the disclosure of conflicts of interest by Councillors, the Chairperson, the Chief Executive Officer or (in the absence of the Chief Executive Officer) a senior officer must adjourn the Council Meeting for a length of time sufficient to enable dispensation for the affected Councillors to be obtained from the Minister.

3.5 NOTICE OF ADJOURNED MEETING

3.5.1 The Chief Executive Officer must give written notice to each Councillor of the date, time and place to which the Council Meeting stands adjourned and of the business remaining to be considered.

3.5.2 If it is impracticable for the notice given under sub-clause 12.2 to be in writing, the Chief Executive officer must give notice to each Councillor by telephone or in person.

3.6 LIMIT ON ADJOURNED MEETINGS

There is no limit on the number of times that a meeting can be adjourned under this Part 3.

4. MINUTES

4.1 KEEPING OF MINUTES

- 4.1.1 The Chief Executive Officer is responsible for arranging the keeping of minutes of each Council Meeting.
- 4.1.2 The Chairperson of a Special Committee is responsible, in accordance with section 93(3) of the Act, to ensure that minutes for the meetings of that Committee are kept.
-

4.2 CIRCULATION OF MINUTES TO COUNCILLORS

A copy of the minutes of each Council Meeting which are awaiting confirmation must be delivered or sent electronically to each Councillor at least 48 hours prior to the Council Meeting at which those minutes are to be confirmed.

4.3 CONFIRMATION OF MINUTES

At every Council Meeting, the minutes of the previous Council Meeting are to be listed in the Agenda for confirmation. Minutes are to be confirmed by resolution of Council.

The Chairperson of the Council Meeting at which the minutes were confirmed, with or without amendment, must subsequently sign the confirmed minutes.

4.4 OBJECTION TO CONFIRMATION OF MINUTES

- 4.4.1 If a Councillor is dissatisfied with the accuracy of the minutes, then he or she must:
- (a) state the item or items with which he or she is dissatisfied; and
 - (b) propose a motion clearly outlining the alternative wording to amend the minutes.
- 4.4.2 The item(s) objected to must be considered separately in the order in which it (or they) appears in the minutes.
- 4.4.3 No discussion or debate on the confirmation of minutes will be permitted, except where their accuracy as a record of the proceedings of the meeting to which they relate is questioned.
-

4.5 DEFERRING CONFIRMATION OF MINUTES

Council may defer the confirmation of minutes until later in the meeting or until the next Ordinary Meeting of Council, as appropriate.

4.6 CONTENT OF MINUTES

The Chief Executive Officer (or other person authorised by the Chief Executive Officer to attend the meeting and to take the minutes of such meeting) must keep minutes of each Council Meeting and those minutes must record:

- (a) the date, and time the meeting commenced, adjourned, resumed and concluded;
 - (b) the names of Councillors and whether they are present, an apology or on leave of absence;
 - (c) the names of Officers in attendance, with their organisational titles;
 - (d) disclosure of conflicts of interest made under sections 77B, 78, 78A, 78B, 78C, 78D, and 78E of the Act;
 - (e) questions asked in Public Participation Time and any answer given;
 - (f) details of any deputations made to Council;
 - (g) the arrival and departure times (including any temporary departures arrivals) of Councillors during the course of the meeting;
 - (h) each motion and amendment moved including the mover and seconder of any motion or amendment;
 - (i) the outcome of every motion, whether it was put to the vote and the result to indicate whether the motion was Carried, Lost, Withdrawn, Lapsed, Amended, etc;
 - (j) procedural motions;
 - (k) where a division is called, the names of every Councillor and the way their vote was cast (either for or against) or whether they abstained from voting;
 - (l) when requested by a Councillor, a record of that Councillor's support or opposition for any motion;
 - (m) details of any failure to achieve or maintain a quorum and any adjournment (whether as a result or otherwise);
 - (n) the time and reason for any adjournment of the meeting or suspension of standing orders; and
 - (o) any other matter which the Chief Executive Officer thinks should be recorded to clarify the intention of the meeting or the reading of the minutes.
-

5. BUSINESS OF MEETING

5.1 ORDER OF BUSINESS

5.1.1 The order of business at any Council Meeting is to be determined by the Chief Executive Officer so as to facilitate and maintain open, efficient and effective process of government.

In determining the Agenda, the Chief Executive Officer must consider:

- (a) the general attitude of Council;
- (b) convenience to the community and interested community groups particularly in relation to the administration of the municipal district;
- (c) the sensitivity of issues;
- (d) the interest of the community and community groups; and
- (e) any other relevant factor which may impact on the fluent and open processes of the government of Council.

5.1.2 The Chief Executive Officer may include any matter on the Agenda that he or she believes should be considered by Council.

5.2 CHANGE TO ORDER OF BUSINESS

Once an agenda has been prepared and sent to Councillors, the order of business for that meeting may only be altered by resolution of Council.

5.3 CHAIRPERSON

The Mayor must preside at all Council Meetings at which he or she is present, in the role of Chairperson.

5.4 ABSENCE OF THE CHAIRPERSON

5.4.1 In the absence of the Mayor, the Deputy Mayor must preside at any Council Meeting at which he or she is present in the role of Chairperson.

5.4.2 In the event that both the Mayor and the Deputy Mayor are absent, Council must elect a Chairperson to preside at that Council Meeting.

5.5 CONFLICTS OF INTEREST

5.5.1 A Councillor must disclose any conflict of interest as outlined in section 77A of the Act.

5.5.2 If a Councillor has a conflict of interest in a matter which Council is to consider at a Council Meeting, the Councillor must fill in a Disclosure of Conflict of Interest form setting out relevant

details of the conflict of interest and lodge it with the Chief Executive Officer prior to the commencement of the meeting.

5.5.3 A Councillor who has a conflict of interest in a matter before Council must:

- (a) disclose the nature of the conflict of interest immediately before consideration of the matter;
- (b) leave the meeting for the duration of Council's deliberation, voting and resolution of the matter; and
- (c) remain beyond the view or hearing of the meeting until recalled to the meeting.

5.5.4 The Councillor must be called back into the Council Chamber or room in which the Council Meeting is being held before the meeting can advance to the next item of business.

Section 77A of the Act defines when a Councillor will have a conflict of interest. Any Councillor who has a conflict of interest must comply with the requirements of sections 77B, 78, 78B, 78C, 78D, 78E and 79 of the Act.

Among these requirements is the requirement to disclose the existence, nature and class of the conflict of interest. This must be done immediately before the consideration or discussion of the item in which the Councillor has a conflict of interest.

Even if the Councillor has disclosed the conflict of interest earlier in the meeting, the existence and nature of the conflict of interest must again be disclosed immediately before any consideration or discussion of the agenda item occurs.

5.6 LEAVE OF ABSENCE

5.6.1 If a Councillor is absent from a Council Meeting, the Councillor should request a leave of absence.

5.6.2 Councillors may request a leave of absence at a prior Council Meeting or, if this is not practicable, the Councillor must give the Chief Executive officer written notice of an apology prior to the Council Meeting.

5.6.3 Unless there is an emergency, a leave of absence requested during a Council Meeting will only be granted at the conclusion of an item of business.

5.6.4 Unless there is an emergency, a leave of absence requested must not be requested or granted during a debate.

5.6.5 The Chairperson may call a comfort break at any time during a meeting on a request from a Councillor.

5.7 NOTICE OF MOTION

- 5.7.1 Councillors may ensure that an issue is listed on the Agenda by submitting a Notice of Motion, on a Councillor's Notice of Motion form.
- 5.7.2 A Notice of Motion must be in writing, dated and signed by a Councillor and received by the Chief Executive Officer not less than five Business Days prior to the next Council Meeting at which the Notice of Motion may be considered.
- 5.7.3 A Notice of Motion may be withdrawn by a request in writing received prior to the publication of the Agenda for which the Notice of Motion was intended. Otherwise, the item must be dealt with at a Council Meeting.
- 5.7.4 The Chief Executive Officer may reject any Notice of Motion which is vague or unclear in intention but must:
- (a) give the Councillor who lodged it an opportunity to amend it prior to rejection, if it is practicable to do so; and
 - (b) notify the Councillor who lodged it of the rejection and the reasons for the rejection.
- 5.7.5 The full text of any Notice of Motion must be included in the Agenda papers.
- 5.7.6 Except by leave of Council, Notices of Motion before any meeting must be considered in the order in which they were entered in the Notice of Motion register.
- 5.7.7 If a Councillor who has given a Notice of Motion is absent from the meeting or fails to move the motion when called upon by the Chairperson, any other Councillor may move the motion.
- 5.7.8 If a Notice of Motion is not moved at the Council Meeting at which it is listed, it lapses.
-

5.8. URGENT BUSINESS

Urgent business can only be admitted by resolution of Council and only then if it:

- 5.8.1 relates to or arises out of a matter which has arisen since distribution of the Agenda; and
- 5.8.2 cannot reasonably be deferred until the next Ordinary Meeting of Council.
-

5.9 MAYOR AND COUNCILLOR REPORTS

- 5.9.1 At an Ordinary Meeting, the Mayor and Councillors may report to the meeting on issues of importance to Council, notwithstanding that the report is not listed on the Agenda.
- 5.9.2 The Mayor or Councillor who presents a report to a Council Meeting under sub-clause 5.9.1 must submit a copy of that report in writing to the Governance Officer before the close of the Council Meeting or no later than close of business the day after the Council Meeting for inclusion in the minutes.
- 5.9.3 If Councillor reports are not submitted within the timeframes set out in clause 5.9.2, the minutes will be distributed without inclusion of the report.
- 5.9.4 A Councillor report not tabled or presented at the Council Meeting will not be included in the minutes.

- 5.9.5 No motion, except a motion to receive any such report, can be accepted by the Chairperson unless there is a matter raised in it which is resolved in the manner prescribed by clause 5.8 to be urgent business.
- 5.9.6 The presentation of a report by a Councillor must not exceed three (3) minutes unless the Chairperson allows an extension in any case.

5.10 PETITIONS AND JOINT LETTERS

- 5.10.1 Petitions or joint letters received by Councillors and/or Officers can be lodged with the Chief Executive Officer one week prior to the next Ordinary Meeting to be included in the Agenda, unless the matter which is the subject of the petition has already been acted upon.
- 5.10.2 A petition must be signed by at least 20 people to be presented at a Council Meeting. In the case of a petition containing:
 - (a) fewer than 20 signatures, it will not be presented at a Council Meeting but rather will be forwarded to the relevant General Manager for response; and
 - (b) 20 or more signatures, it will be presented by a Councillor at the Council Meeting.
- 5.10.3 Councillors may table a petition or joint letter received directly by them at any Council Meeting during Public Participation Time.
- 5.10.4 Council may resolve to receive the petition or joint letter and to refer the matter for a report or appropriate action as required to the next appropriate Council Meeting, unless Council agrees to deal with it earlier.
- 5.10.5 When a petition relates to an item already on the Agenda at the meeting at which the petition is tabled the matter may be dealt with at that meeting.
- 5.10.6 A petition or joint letter must:
 - (a) be in legible and permanent writing (other than pencil);
 - (b) not be defamatory, indecent, abusive or objectionable in language or content;
 - (c) not relate to matters beyond the powers of Council;
 - (d) bear the wording of the whole of the petition or request upon each page of the petition;
 - (e) include the name, address and signature of petitioners; and
 - (f) consist of single pages of paper and must not be pasted, stapled, pinned or otherwise affixed to any other piece of paper.

See Appendix 3 for Petition Form.

- 5.10.7 Any petitions or joint letters that do not comply with this Local Law will not be tabled at a Council Meeting.
- 5.10.8 A petition or joint letter may nominate a person to whom a reply must be sent, but if no person is nominated or is the obvious contact person, Council may reply to the first signatory which appears on the petition.

5.10.9 Any person who fraudulently signs a petition or joint letter which is presented to Council is guilty of an offence.

5.11 PUBLIC PARTICIPATION/QUESTION TIME

- 5.11.1 A Public Participation/Question Time of up to 30 minutes will be available at every Ordinary Meeting to enable members of the public to submit questions and/or request to address Council.
- 5.11.2 All questions and answers must be as brief as possible, and no debate or discussion will be allowed other than for the purposes of clarification.
- 5.11.3 All questions submitted to Council must be in writing, state the name and address of the person submitting the question and generally be in a form in accordance with *Appendix 2*.
- 5.11.4 All questions must be submitted to the Chief Executive Officer by noon on the day of the Council Meeting:
- (a) electronically; or
 - (b) by being lodged at Council's offices.
- 5.11.5 Any member of the public wishing to address Council must submit a brief synopsis of the address in writing to the Chief Executive Officer by noon on the day of the Council Meeting.
- 5.11.6 A time limit of three minutes for each address will apply but the time may be extended at the discretion of the Chairperson.
- 5.11.7 The number of questions that any person may ask at each meeting is limited to two.
- 5.11.8 A question may include an introduction of no more than 200 words.
- 5.11.9 An answer must only be given, or a person permitted to address Council, if the Chairperson has determined that the relevant question or address:
- (a) does not relate to a matter beyond or outside the duties, functions and powers of Council;
 - (b) is not defamatory, indecent, abusive, offensive, irrelevant or objectionable in language or content;
 - (c) is not a repetition of a question already asked or answered (whether at the same or an earlier meeting); and
 - (d) is not asked to embarrass a Councillor or a member of Council staff or member of the public.
- 5.11.10 The Chairperson or an Officer may:
- (a) immediately answer the question asked; or
 - (b) require the question to be taken on notice. If a question is taken on notice, a written copy of the answer will be sent to the person who asked the question.
- 5.11.11 Council may decide to defer an answer or address until a later date.
- 5.11.12 Questions and addresses will only be heard at a meeting if the person who submitted the question or synopsis, or their nominated representative, is present at the meeting.

- 5.11.13 A single 15 minutes extension of the time permitted in sub-clause 5.11.1 may be allowed subject to approval from a majority of the Councillors present for the purpose of hearing questions and addresses from community members which have been received in accordance with sub-clauses 5.11.3 and 5.11.4.

5.12 PUBLIC SUBMISSIONS UNDER SECTION 223 OF THE ACT

- 5.12.1 Where a person is given a right to make a submission under section 223 of the Act and requests to appear in person (or be represented by a person specified in the submission) at a Council Meeting to be heard in support of the submission, the time limit for such hearing will be three minutes.
- 5.12.2 The Chairperson may allow the hearing to exceed three minutes.

5.13 STATUTORY PLANNING REPORTS

- 5.13.1 During consideration of Statutory Planning Reports, the Applicant (or Applicant's representative) will be provided with an opportunity to speak in support of a Planning Application.
- 5.13.2 Objectors to a Planning Application will be provided with an opportunity to speak against the Planning Application.
- 5.13.3 A time limit of three minutes will apply but the time may be extended at the discretion of the Chairperson.
- 5.13.4 The Applicant and Objectors must advise the Planning Department of their intention to speak prior to the Ordinary Meeting.
- 5.13.5 Addressing Council in support of or against a Planning Application is a separate process from Public Participation Time.

5.14 PRESENTATION OF OFFICER REPORTS

Officer reports are to be summarised for the purposes of verbal public presentation, unless otherwise directed by a resolution of Council.

5.15 CONFIDENTIAL BUSINESS

See clause 2.8.

6. ADDRESSING THE MEETING

- 6.1 Any Councillor or person who addresses a Council Meeting must direct all remarks through the Chairperson.
 - 6.2 The Chairperson may address a meeting, however if the Chairperson wishes to debate a particular motion or move any motion or amendment, or address any matter under discussion, the Chairperson must advise Council of that intention and vacate the Chair on such occasions for the duration of the item under discussion.
 - 6.3 If the Chairperson vacates the Chair, the Deputy Mayor will fill the position of Chairperson. If the Deputy Mayor wishes to address the motion or move a motion, Councillors will appoint a Councillor to act as temporary Chairperson until the item has been voted on.
 - 6.4 Any person addressing the Chair should refer to the Chairperson as:
Madam Mayor; or
Mr Mayor; or
Madam Chairperson; or
Mr Chairperson,
as the case may be.
 - 6.5 All Councillors, other than the Mayor, must be addressed as Councillor (name).
 - 6.6 All Officers should be addressed as Ms or Mr (name), as appropriate, or by their official title.
 - 6.7 Except for the Chairperson, any Councillor or person who addresses the meeting must stand and direct all remarks through the Chair.
 - 6.8 Any member of the public addressing Council must extend due courtesy and respect to Council and processes under which it operates and must take direction from the Chairperson whenever called on to do so.
-

7. BEHAVIOUR AT MEETINGS

- 7.1 Councillors must have regard to the Councillor Code of Conduct in their participation in any Council Meeting.

A copy of the Councillor Code of Conduct is available on Council's website.

- 7.2 Members of the public present at a Council Meeting must not interject or take part in the debate.
- 7.3 The Chairperson must call to order any person who is disruptive or unruly during any meeting.
- 7.4 If any member of the public is called to order for any improper or disorderly conduct by the Chairperson and thereafter again acts in breach of this Local Law, the Chairperson may order him or her to leave the Council Chamber, meeting room or building.
- 7.5 If the Chairperson is of the opinion that disorder at the Council table or in the gallery makes it desirable to adjourn the meeting, he or she may adjourn the meeting to a later time on the same day or to some later day as he or she thinks appropriate up to seven days later than the time stated in the Agenda for the commencement of the meeting.
- 7.6 The Chairperson may ask any Authorised Officer or member of the proper authority to remove from the Council Chamber, meeting room or building any person who acts in breach of this Local Law or whom the Chairperson has ordered to be removed from the gallery under this Part.
-

8. MOTIONS AND DEBATE

8.1 NOTICES OF MOTION

See clause 5.7.

8.2 FORM OF MOTION

A motion or amendment proposed by a Councillor at a Council Meeting must:

- 8.1 relate to the powers or functions of Council; and
 - 8.2 be relevant to an item of business on the Agenda, except in the case of urgent business.
-

8.3 CHAIRPERSON'S DUTY

- 8.3.1 Motions and amendments must be clear and unambiguous and not be defamatory or objectionable in language or content.
 - 8.3.2 The Chairperson may refuse to accept any motion or amendment which contravenes this clause.
-

8.4 MOVING A MOTION OR AMENDMENT

The procedure for moving a motion or amendment is as follows:

- 8.4.1 A Councillor who is proposing a motion or amendment must first state briefly the nature of the motion or amendment and then move it, without speaking to it;
- 8.4.2 The Chairperson must then call for the motion or amendment to be seconded and after it is seconded (by any Councillor other than the mover), the mover may then speak to it, or may with the consent of the Chairperson, defer speaking on it until later in the debate (reserving the right of reply);
- 8.4.3 Any motion or amendment which is not seconded lapses.
- 8.4.4 If a motion or amendment is moved and seconded, the Chairperson must ask:
"Is the motion or amendment opposed?"
- 8.4.5 If no Councillor indicates opposition, the Chairperson must give each Councillor an opportunity to speak to the motion. Each Councillor may only speak once and for not more than three minutes. At the conclusion of Councillor contributions to the debate, the Chairperson must declare the motion or amendment carried.
- 8.4.6 If a Councillor indicates opposition, then the Chairperson must call on the mover to address the Council Meeting.
- 8.4.7 After the mover has addressed the Council Meeting, the seconder may address the Council Meeting.

- 8.4.8 After the seconder has addressed the Council Meeting (or after the mover has addressed the meeting if the seconder does not address the Council Meeting), the Chairperson must invite debate by calling on any Councillor who wishes to speak to the motion, providing an opportunity to alternate between those wishing to speak against the motion and those wishing to speak for the motion.
- 8.4.9 If after the mover has addressed the Council Meeting, the Chairperson has invited debate and no Councillor speaks to the motion, then the Chairperson must put the motion to the vote.
- 8.4.10 The Chairperson will first call for those in favour of the motion and then those against the motion and will declare the result to the meeting.
- 8.4.11 If the Chair wishes to move or second a motion, then the Mayor (if the Chair is not the Mayor) or Deputy Mayor must take the Chair or, if there is no such Councillor in a position to take the Chair, a temporary Chairperson must take the Chair whereupon the Chair must vacate the Chair and not return to it until the motion has been resolved upon.
-

8.5 AGREED ALTERATIONS TO A MOTION

With the leave of the Chairperson, both the mover and the seconder of a motion may agree to an alteration to the original motion proposed by any other Councillor. This does not require the recording of an amendment into the minutes of the meeting as the alteration then forms part of the substantive motion.

8.6 RIGHT OF REPLY OR CLOSING STATEMENT

- 8.6.1 The mover of an original motion which has not been amended may, once debate has been exhausted, have a right of reply to matters raised during debate.
- 8.6.2 After the right of reply has been taken, the motion must be immediately put to the vote without further discussion or debate.
-

8.7 MOVING AN AMENDMENT

A motion having been moved and seconded may be amended by leaving out, inserting or adding words which must be relevant to the original motion and framed so as to complement it as an intelligible and consistent whole.

8.8 PROPOSING AN AMENDMENT

Any Councillor, other than the mover or seconder of the motion, may move or second an amendment to the motion.

8.9 WHO MAY DEBATE AN AMENDMENT

A Councillor may address the meeting once on any amendment (whether or not they have spoken to the original motion) but debate must be confined to the terms of the amendment.

8.10 NO RIGHT OF REPLY FOR AMENDMENTS

The mover of the amendment has no right of reply.

8.11 HOW MANY AMENDMENTS MAY BE PROPOSED

- 8.11.1 Any number of amendments may be proposed to a motion but only one amendment may be accepted by the Chairperson at any one time.
 - 8.11.2 No second or subsequent amendment, whether the original motion or an amendment of it, can be taken into consideration until the previous amendment has been dealt with.
-

8.12 AN AMENDMENT TO A MOTION CARRIED

- 8.12.1 If an amendment to a motion is carried, the motion as amended then becomes the substantive motion before the Council Meeting.
 - 8.12.2 Subject to sub-clause 8.12.3, once the amended motion is before Council the debate can resume where it left off.
 - 8.12.3 A Councillor who has already spoken on the original motion must not speak again on the amended motion unless to continue the debate as if the amended motion had not been put, unless the amended motion is so substantially different to the original motion so as to change the debate.
-

8.13 FORESHADOWING MOTIONS

- 8.13.1 At any time during debate, a Councillor may foreshadow a motion to inform Council of his or her intention to move a motion at a later stage in the meeting, but this does not extend any special right to the foreshadowed motion.
 - 18.13.2 A motion foreshadowed may be prefaced with a statement that, in the event that a particular motion before the Chair is resolved in a certain way, a Councillor intends to move an alternative or additional motion.
 - 18.13.3 A foreshadowed motion has no procedural standing and is merely a means to assist the flow of the meeting.
-

8.14 WITHDRAWAL OF MOTIONS

- 8.14.1 Before any motion is put to the vote it, may be withdrawn by the mover and seconder.
 - 8.14.2 Notwithstanding sub-clause 8.14.1, if Council resolves that the motion may not be withdrawn, then the motion becomes incapable of being withdrawn.
-

8.15 SEPARATION OF MOTIONS

Where a motion contains more than one part, a Councillor may request the Chairperson to put the motion to the vote in several parts.

8.16 CHAIRPERSON MAY SEPARATE MOTIONS

The Chairperson may decide to put any motion to the vote in several parts.

8.17 MOTIONS IN WRITING

8.17.1 The Chairperson may require that a complex or detailed motion be submitted in writing.

8.17.2 Council may adjourn the Council meeting while the motion is being written or Council may defer the matter until the motion has been written allowing the Council Meeting to proceed uninterrupted.

8.18 REPEATING MOTION AND OR AMENDMENT OF MOTION

The Chairperson may request the person taking the minutes of the Council Meeting to read the motion or amendment to the Council Meeting before the vote is taken.

8.19 DEBATE MUST BE RELEVANT TO THE MOTION

8.19.1 Debate must always be relevant to the motion before the Chair, and if not, the Chairperson must request the speaker to confine debate to the subject motion.

8.19.2 If, after being requested to confine debate to the motion before the Chair, the speaker continues to debate irrelevant matters, the Chairperson may require the speaker to be seated and not speak further in respect of the matter before the Chair.

8.19.3 A speaker to whom a direction has been given under sub-clause 18.19.2 must comply with this direction.

8.20 TIME LIMITS ON SPEAKING TO MOTIONS

A Councillor must not speak on any one motion or amendment or other matter before a meeting for a time longer than that stated below unless granted an extension by the Chairperson:

8.20.1 the mover of a motion or an amendment: 3 minutes;

8.20.2 the seconder of the motion: 3 minutes;

8.20.3 any other Councillor: 3 minutes; and

8.20.4 the mover of a motion exercising a right of reply: 3 minutes.

8.21 EXTENSION OF SPEAKING TIME BY RESOLUTION OF COUNCIL

An extension of speaking time not exceeding three (3) minutes may be granted by resolution of Council but only one extension is permitted for each speaker on any question.

8.22 WHEN AN EXTENSION CAN BE PROPOSED

8.22.1 A motion for an extension of speaking time must be proposed:

- (a) immediately before the speaker commences his or her contribution to the debate;
- (b) during the speaker's contribution to the debate; or
- (c) immediately after the speaker has concluded his or her contribution to the debate.

8.22.2 A motion for an extension of speaking time cannot be accepted by the Chairperson if another speaker has commenced his or her contribution to the debate.

8.23 PRIORITY OF ADDRESS

In the case of competition for the right to speak, the Chairperson must decide the order in which the Councillors concerned will be heard.

9. PROCEDURAL MOTIONS

- 9.1 A Procedural Motion may be moved at any time and must be dealt with immediately by the Chairperson.
- 9.2 Procedural Motions require a seconder.
- 9.3 The mover of a Procedural Motion must not have moved, seconded or spoken to the matter before the Chair or any amendment of it.
- 9.4 A Procedural Motion cannot be moved by the Chairperson.
- 9.5 Debate on a Procedural Motion is not permitted and the mover does not have a right of reply.
- 9.6 Unless otherwise provided, a Procedural Motion cannot be amended.
- 9.7 Examples of Procedural Motions include motions that:
- (a) Urgent business be considered;
 - (b) Debate be adjourned to a later hour and/or date or indefinitely;
 - (c) Debate be closed;
 - (d) An item of business lay on the table;
 - (e) An item of business be deferred;
 - (f) The meeting be closed to members of the public for consideration of confidential business;
 - (g) The meeting be re-opened to members of the public following consideration of confidential business; and
 - (h) The meeting be closed.
-

10. RESCISSION MOTIONS

10.1 RESCISSION MOTION

- 10.1.1 A Councillor may propose a motion to rescind or to vary a previous resolution of Council by a Notice of Rescission.
- 10.1.2 A Councillor may propose a Notice of Rescission provided:
- (a) the resolution proposed to be rescinded has not been acted on; and
 - (b) the Notice of Rescission is delivered to the Chief Executive Officer setting out:
 - (i) the resolution to be rescinded; and
 - (ii) the meeting and date when the resolution was carried.
 - (c) it has been signed and dated by at least one other Councillor.
- 10.1.3 The Chief Executive Officer or an appropriate member of Council staff may implement a resolution at any time after the close of the meeting at which it was made. A resolution will therefore be deemed to have been acted on if:
- (a) its contents have or substance has been communicated in writing to a person whose interests are materially affected by it; or
 - (b) a statutory process has been commenced,
- so as to vest enforceable rights in or obligations on Council or any other person.

A **Notice of Rescission** is a form of Notice of Motion.

Accordingly, all provisions in this Local Law regulating Notices of Motion equally apply to Notices of Rescission.

10.2 MAJORITY TO RESCIND A RESOLUTION

For a resolution of Council to be rescinded, the motion for rescission must be carried by a majority of the votes cast.

10.3 IF LOST

If a motion for rescission is lost, a similar motion may not be put before Council for at least one month from the date it was last lost, unless Council resolves that the Notice of Motion be re-listed at a future meeting.

10.4 IF NOT MOVED

If a Notice of Rescission is not moved at the meeting for which it is listed, it lapses.

10.5 MAY BE MOVED BY ANY COUNCILLOR

A Notice of Rescission listed on an Agenda may be moved by any Councillor present but may not be amended.

10.6 WHEN NOT REQUIRED

10.6.1 A Notice of Rescission is not required where Council wishes to change policy.

10.6.2 Notwithstanding sub-clause 10.6.1, the following standards should generally apply if Council wishes to change policy:

- (a) if the policy has been in force in its original or amended form for less than 12 months, a notice of rescission should be presented to Council; and
- (b) any intention to change a Council policy, which may result in a significant impact on any person, should be communicated to those affected and this may include publication and consultation, either formally or informally.

Council may determine the extent to which these standards should be followed, which will depend on the circumstance of each case.

11. POINTS OF ORDER

A **point of order** is taken when a Councillor formally draws the attention of the Chairperson of a Council Meeting to an alleged irregularity in proceedings.

11.1 PROCEDURE FOR A POINT OF ORDER

11.1.2 A Councillor who is addressing the meeting must not be interrupted unless a point of order is called, at which time he or she must remain silent until the Councillor raising the point of order has been heard and the matter resolved.

11.2.1 A Councillor raising a point of order must:

- (a) state the matter which is the subject of the point of order: and
- (b) state any section, clause, paragraph or provision relevant to the point of order, before resuming his or her seat.

11.2 VALID POINTS OF ORDER

A point of order may be raised in relation to anything which:

- 11.2.1 is contrary to this Local Law;
- 11.2.2 is outside the powers of Council;
- 11.2.3 is a procedural matter;
- 11.2.4 is irrelevant to the matter under consideration;
- 11.2.5 constitutes improper behaviour;
- 11.2.6 constitutes a tedious repetition of something already said; or
- 11.2.4 is an act of disorder.

Expressing a difference of opinion or contradicting a speaker is not a point of order.

11.3 CHAIRPERSON TO DECIDE

The Chairperson must decide all points of order by stating the provision of this Local Law or other legislation, rule, practice or precedent which he or she considers applicable to the point of order raised without entering into any discussion or comment.

11.4 CHAIRPERSON MAY ADJOURN TO CONSIDER

11.4.1 The Chairperson may adjourn the meeting to consider a point of order but otherwise must rule on it as soon as it is raised.

11.4.2 All other business before Council is suspended until the point of order is decided.

11.5 EFFECT OF RULING

If the Chair:

11.5.1 rules in favour of the point of order, the speaker may continue and no Councillor must do or say anything which would cause another like point of order to be raised; or

11.5.2 rules against the point of order, the speaker may continue.

11.6 CHAIRPERSON'S RULING

The decision of the Chairperson in respect of a point of order raised will not be open for discussion and will be final and conclusive unless the majority of Councillors present vote in favour of a motion of dissent.

11.7 DISSENT FROM CHAIRPERSON'S RULING

11.7.1 A Councillor may move that the meeting disagree with the Chairperson's ruling on a point of order, by moving a motion of dissent.

11.7.2. When a motion is, in accordance with this clause, moved and seconded, the Chair must preside over the election of a temporary Chair before leaving the Chair.

11.7.3 The temporary Chairperson must then take the Chair and invite the mover to state the reasons for his or her dissent. The Chairperson may then reply.

11.7.4 The temporary Chairperson must put the motion of dissent.

11.7.5 If the vote is in the negative, the Chairperson resumes the Chair and the meeting proceeds.

11.7.6 If the vote is in the affirmative, the Chairperson must then resume the Chair, reverse or vary (as the case may be) his or her previous ruling and proceed.

11.7.7 The defeat of the Chairperson's ruling is in no way a motion of censure or vote of no-confidence in the Chairperson, and should not be so regarded by the meeting.

12. VOTING

12.1 HOW MOTION DETERMINED

12.1.1 To determine a motion before a meeting, the Chairperson must:

- (a) first call for those in favour of the motion; and
 - (b) then call for those opposed to the motion; and
 - (c) if required, identify any Councillor who has abstained from voting,
- and must then declare the result to the meeting.

12.1.2 In accordance with section 90(1)(d) of the Act, a motion is determined in the affirmative by a majority of the Councillors present at a Council Meeting at the time the vote is taken voting in favour.

12.1.3 A Councillor who has disclosed a conflict of interest and has left the Council Meeting prior to consideration and voting on a matter is taken not to be present at the meeting for the purpose of determining the motion.

12.2. CASTING VOTE

Subject to section 90 of the Act, in the event of a tied vote, the Chairperson has a casting vote.

12.3 BY SHOW OF HANDS

12.3.1 Unless Council resolves otherwise, voting on any matter is by show of hands.

12.3.2 Voting at a meeting that is open to members of the public must not be in secret.

12.4 PROCEDURE FOR A DIVISION

12.4.1 Immediately after any motion is put to a meeting and before the next item of business has commenced, a Councillor may call for a division

12.4.2 When a division is called for, the vote already taken must be treated as set aside and the division will decide the motion, amendment or question.

12.4.3 When a division is called for, the Chairperson must:

- (a) first ask each Councillor wishing to vote in the affirmative to raise a hand, and upon such request being made, each Councillor wishing to vote in the affirmative must raise one of his or her hands.

The Chairperson will then state, and the Chief Executive Officer (or any person authorised by the Chief Executive Officer to attend the meeting and take the minutes of such meeting) must record in the minutes, the names of the Councillors voting in the affirmative; and

- (b) then ask each Councillor wishing to vote in the negative to raise a hand, and upon such request being made, each Councillor wishing to vote in the negative must raise one of his or her hands.

The Chairperson will then state, and the Chief Executive Officer (or any person authorised by the Chief Executive Officer to attend the meeting and take the minutes of such meeting) must record in the minutes, the names of the Councillors voting in the negative; and

- (c) then ask each Councillor wishing to abstain from the vote to raise a hand, and upon such request being made, each Councillor wishing to abstain from the vote must raise one of his or her hands.

The Chairperson will then state, and the Chief Executive Officer (or any person authorised by the Chief Executive Officer to attend the meeting and take the minutes of such meeting) must record in the minutes, the names of those Councillors who abstained from voting.

12.4.4 The Chairperson must declare the result of the vote or division as soon as it is taken.

12.5. CHANGE BETWEEN ORIGINAL VOTE AND THE DIVISION

No Councillor is prevented from changing his or her original vote when voting on the division.

12.6 NO DISCUSSION ONCE DECLARED

Once a vote on a motion has been taken, no further discussion relating to the motion will be allowed unless the discussion involves a Councillor:

- 12.6.1 requesting, before the next item of business is considered, that his or her opposition to a resolution be recorded in the minutes;
- 12.6.2 foreshadowing a Notice of Rescission, where a resolution has just been made and/or a positive motion where a resolution has just been rescinded; or
- 12.6.3 foreshadowing a Notice of Rescission (in which case what is foreshadowed must be noted in the minutes of the Council Meeting).
-

12.7 APPLICATION TO ALL MEETINGS

The voting provisions apply to meetings of Special and Advisory Committees of Council to the extent that they are relevant to the proceedings of any Special and Advisory Committee meeting.

13. RECORDING OF MEETINGS

- 13.1 The Chief Executive Officer (or other person authorised by the Chief Executive Officer) may conduct electronic broadcasting (webcasting) of a Council Meeting by any means.
 - 13.2 A person, including any representative of the media, must not operate photographic, audio or video recording equipment or any other recording device at any Council Meeting without first obtaining the consent of Council or the Chairperson. Such consent may at any time during the course of such meeting be revoked by Council or the Chairperson (as the case may be).
 - 13.3 The Chief Executive Officer must advise the Chairperson before the commencement of the meeting of any approval to record the meeting that has been given and the Chairperson must inform those in attendance at the meeting that, subject to any relevant legislative provisions, proceedings will be recorded.
 - 13.4 The approval to record a meeting is subject to the business of the meeting being able to continue in an orderly and lawful manner and in a way that the rights and responsibilities of all attendees can be appropriately managed.
 - 13.5 This clause does not apply to any member of Council staff operating any recording device for the purpose of preparing draft minutes of the meeting.
 - 13.6 Recordings made by a member of Council staff for the purpose of preparing draft minutes of a meeting will be retained for a period of three months from the date of the meeting.
-

14. SPECIAL, ADVISORY AND OTHER COMMITTEES

14.1 APPLICATION TO SPECIAL, ADVISORY AND OTHER COMMITTEES

This Local Law applies to Special and Advisory Committee meetings and other meetings where Council has resolved the provisions of this Local Law must apply with any necessary modifications.

14.2 REPORTS FROM COMMITTEES

Reports from Committees may be addressed either in:

- 14.2.1 Reports from delegates appointed by Council to Committees; or
 - 14.2.2 Presentation of Officer reports.
-

15. ELECTION OF THE MAYOR

15.1 ELECTION OF MAYOR

- 15.1.1 Councillors must elect a Councillor to be the Mayor.
- 15.1.2 The Mayor is to be elected at the annual Statutory Meeting, which is to be held:
- (a) as soon as practicable after the declaration of the results of a general election of Councillors;
 - (b) after the fourth Saturday in October but not later than 30 November in each year, as set out under section 71 of the Act; or
 - (c) as soon as possible after any vacancy occurs in the office of the Mayor.
- 15.1.3 The Chief Executive Officer must facilitate the election of the Mayor in accordance with the provisions of the Act.
- 15.1.4 Any Councillor is eligible for election or re-election to the office of Mayor.

15.2 PROCEDURE FOR ELECTION OF MAYOR

- 15.2.1 The Chief Executive Officer must open the meeting at which the Mayor is to be elected and invite nominations for a temporary Chairperson.
- 15.2.2 At any meeting to elect the Mayor, any Councillor may be appointed as a temporary Chairperson to deal with:
- (a) the fixing of allowances for the Mayor and Councillors under section 72 of the Act, when such allowances need to be fixed;
 - (b) the receipt of nominations for the election of Mayor; and
 - (c) the election of Mayor.
- 15.2.3 The temporary Chairperson must invite nominations for the office of Mayor.
- 15.2.4 Any nomination for the office of Mayor must be seconded.
- 15.1.5 The election of Mayor will be carried out by a show of hands.
- 15.1.7 Once nominations for the office of Mayor have been received, the following will apply:
- (a) where only one nomination is received, that Councillor must be declared elected; or
 - (b) where two nominations are received, the Councillor with the majority of votes cast must be declared elected; or
 - (c) where there are two or more nominations and all votes cast are equally divided between two or more nominees, the election must be determined by lot; or
 - (d) Where there are more than two nominations received and no candidate has a majority of votes cast, the candidate with the fewest number of votes must be eliminated (and if more than one of them, the candidate determined by lot) and the names of the remaining candidates must be put to the vote again. This procedure must continue until there are

only two candidates remaining and when only two candidates remain, sub-clauses 15.1.7(b) and 15.1.7(c) apply.

15.2 MAYOR TO TAKE CHAIR

15.2.1 After the election of the Mayor is determined, the Mayor must take the Chair.

15.2.2 The Mayor must take the Chair at all Ordinary and Special Meetings at which he or she is present.

15.3 DEPUTY MAYOR

If Council resolves to elect a Deputy Mayor, the provisions for the election of the Mayor will apply to the election of the Deputy Mayor with all necessary adaptations.

16. OFFENCES AND PENALTIES

Council has the authority to prescribe penalties and issue infringement notices for acts in contravention of its Local Laws. This authority is conferred by sections 115 and 117 of the Act.

16.1 OFFENCES AND PENALTIES

It is an offence for:

16.1.1 a Councillor to not withdraw a remark or expression which is considered by the Chairperson to be offensive or disorderly and to not apologise when called upon twice by the Chairperson to do so;

Penalty Units: 2

16.1.2 any person, not being a Councillor, who is guilty of any improper or disorderly conduct to not leave the meeting when requested by the Chairperson to do so;

Penalty Units: 2

16.1.3 any person to fail to obey a direction of the Chairperson relating to the conduct of the meeting and the maintenance of order;

Penalty Units: 2

16.1.4 any person to fraudulently sign a petition or joint letter which is presented to Council;

Penalty Units: 3

16.1.5 any person to use the common seal or any device resembling the common seal without authority.

Penalty Units: 10

16.2 SERVICE OF INFRINGEMENT NOTICE

16.2.1 As an alternative to prosecution, an Authorised Officer may serve an infringement notice on a person whom the Authorised Officer believes has committed an offence referred to in clause 16.1.

16.2.2 The amount fixed as payable in respect of an infringement notice is 1 Penalty Unit.

17. SUSPENSION OF LOCAL LAW

17.1 SUSPENSION OF STANDING ORDERS

The suspension of standing orders should be used to enable full discussion of any issue without the constraints of formal meeting procedures.

Its purpose is to enable the formalities of meeting procedure to be temporarily disposed of while a matter is discussed.

17.1.1 To facilitate full discussion on a matter, Council may, by resolution, suspend standing orders.

17.1.2 Any provision of this meeting procedure, except that relating to a quorum, may by resolution be suspended for any part of a meeting.

17.1.3 Standing orders can only be suspended upon a duly moved and seconded motion being carried.

Suggested motion:

“That standing orders be suspended to enable discussion on....”

17.1.3 No motion may be accepted by the Chairperson during any suspension of standing orders.

17.1.4 Once the discussion has taken place and before any motions can be put, the resumption of standing orders must occur.

Suggested motion:

“That standing orders be resumed.”

18. PROCEDURE NOT PROVIDED IN LOCAL LAW

- 18.1 In all cases not specifically provided for under this Local Law, Council may determine the matter by resolution.
 - 18.2 Council may adopt any policies or guidelines from time to time for the purpose of exercising any discretion conferred by this Local Law.
-

19. COMMON SEAL

The purpose of this Section is to regulate the use of the common seal and prohibit unauthorised use of the common seal or any device resembling the common seal as required by Section 5 of the Act.

19.1 USE OF COMMON SEAL

The common seal may be affixed to a document for the purpose of giving effect to a decision:

- 19.1.1 made by Council resolution; or
- 19.1.2 made by the Chief Executive Officer under delegation.

19.2 SECURITY OF THE COMMON SEAL

A General Manager nominated by the Chief Executive Officer must keep the common seal in safe custody.

19.3 SIGNATURES TO ACCOMPANY SEAL

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

- 19.3.1 the Mayor and the Chief Executive Officer; or
- 19.3.2 in the absence of the Mayor, by two Councillors and the Chief Executive Officer; or
- 19.3.3 the Chief Executive Officer if the document is being sealed under delegation.

19.4 COMMON SEAL REGISTER

The Chief Executive Officer must ensure that a common seal register is maintained which records the following information each time the common seal is affixed to a document:

- 19.4.1 a description of the document to which the seal was affixed; and
 - 19.4.2 the date on which the common seal was affixed.
-

19.5 COMMON SEAL – SEALING CLAUSE

The following wording applies to any document to which the common seal is affixed:

The COMMON SEAL of the
HEPBURN SHIRE COUNCIL
was affixed on this

.....day of.....20XX

on the authority of the Council and signed by:

..... Mayor

..... Chief Executive Officer

20. CERTIFICATION OF LOCAL LAW

Local Law No 1 – Meeting Procedures and Common Seal (2014) was made by resolution of the Hepburn Shire Council on *[Insert Date]* 2014

The COMMON SEAL of the
HEPBURN SHIRE COUNCIL
was affixed on this
.....day of.....2014
on the authority of the Council and signed by:

..... Mayor

..... Chief Executive Officer

Council resolved to give notice of its intention to make this Local Law at its meeting held on 19 August 2014 and this was duly advertised as follows:

Victoria Government Gazette – 28 August 2014
The Courier, Ballarat – 23 August 2014
The Advocate – 27 August 2014
Council website – 21 August 2014

Council resolved to adopt this Local Law at its meeting held on *[Insert Date]* 2014 and this was duly advertised as follows:

Victoria Government Gazette – *[Insert Date]*
The Courier, Ballarat Courier – *[Insert Date]*
The Advocate – *[Insert Date]*
Council website – *[Insert Date]*

21. DEFINITIONS

Unless inconsistent with the subject matter, the following words and phrases having the meaning indicated:

Words	Meaning
Act	<i>Local Government Act 1989</i>
Advisory Committee	an Advisory committee established by Council pursuant to section 86(1) of the Act
Agenda	a notice of a meeting setting out the business to be transacted at the meeting
Assembly of Councillors	as defined in section 3(1) of the Act: A meeting of an Advisory Committee where at least one (1) Councillor is present; or A planned or scheduled meeting at which at least half the Councillors and at least one Officer is present, and at which matters are considered that are intended or are likely to be the subject of a Council decision or the exercise of a delegated authority.
Authorised Officer	a person appointed by Council under section 224 of the Act
Business Days	Monday to Friday of each week except for Public Holidays
Chair	refers to the Chairperson
Chairperson	refers to the Chairperson of a meeting and includes an acting, a temporary and a substitute Chairperson
Chief Executive Officer	Chief Executive Officer of Council or any person acting in that position
Clause	clause of this Local Law
Committee	a Special Committee
common seal	common seal of Council
conflict of interest	direct or indirect interest of the kind described in section 77A of the Act
Council	Hepburn Shire Council

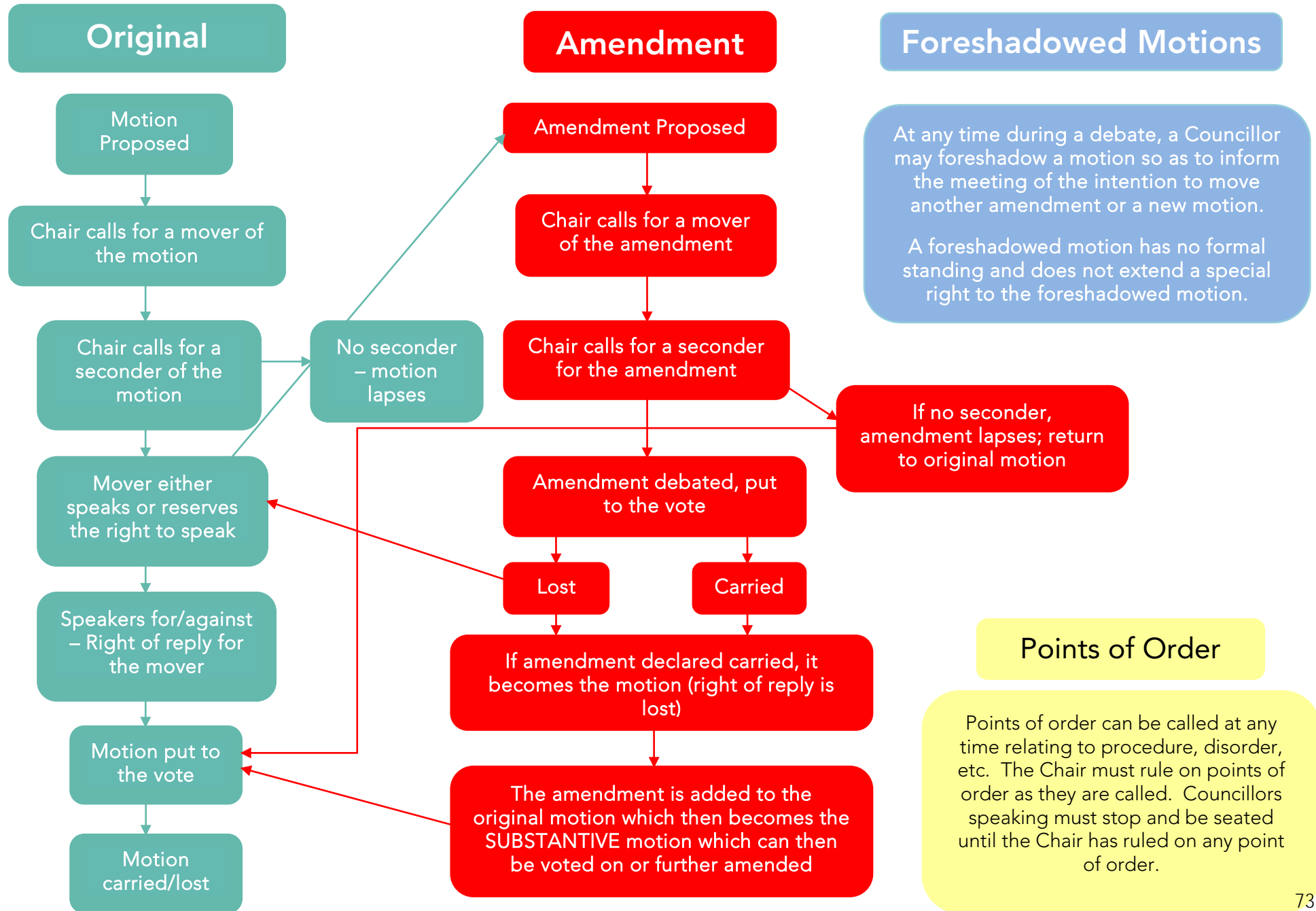
Words	Meaning
Councillor	a Councillor of Council who has taken the oath of office in accordance with section 63 of the Act
Council Meeting	Includes a meeting at which the Mayor is elected, an Ordinary Meeting and Special Meeting of Council but does not include an Assembly of Councillors
Deputy Mayor	a Councillor who has been elected to the position of Deputy Mayor to act on behalf of the Mayor in his or her absence
division	a formal count of those for and against a motion
Mayor	the Mayor of Council and any other Councillor acting as Mayor.
meeting	an Ordinary or Special Meeting of Council
Member	a Councillor or a member of a Committee who is entitled to vote on motions (other than on matters which he or she has a conflict of interest) that are dealt with at the meeting
Minister	Minister responsible for the administration of the Act.
minutes	record of proceedings of a meeting
motion	a proposal framed in a way that will result in the opinion of Council being expressed or a Council decision being made
Notice of Motion	a notice setting out the text of a motion which a member proposes to move at a meeting
Notice of Rescission	a Notice of Motion to rescind a resolution made by Council
Procedural Motion	a motion which relates to a procedural matter only and which is not designed to produce any substantive result but used merely as a formal procedural measure
Officer	employee of Council
offence	an act or default contrary to this Local Law
Penalty Unit	as prescribed in the <i>Sentencing Act 1992</i>

Words	Meaning
petition	A formal written application headed 'Petition', typed or printed without erasure, signed by at least 12 people whose names and physical addresses also appear and on which each page of the petition bears the wording of the whole of the petition
senior officer	as prescribed in the Act: the Chief Executive Officer, any officer who has management responsibilities and reports directly to the Chief Executive Officer and any other member of Council staff whose total annual remuneration exceeds \$100,000
Special Committee	a Special Committee established by Council under section 86 of the Act
Statutory Meeting	a meeting of Council held for the election of the Mayor and Deputy Mayor, and where necessary, for the taking of the Oath or Affirmation of Office by Councillors
Written or in writing	includes duplicated, lithographed, photocopied, photographed, transmitted by facsimile, transmitted electronically by email, printed or typed

Headings and explanatory notes do not form part of this Local Law. They are provided to assist understanding of the Local Law.

22. APPENDICES

APPENDIX 1 – MOTIONS AND AMENDMENTS – PROCESS CHART



Foreshadowed Motions

At any time during a debate, a Councillor may foreshadow a motion so as to inform the meeting of the intention to move another amendment or a new motion.

A foreshadowed motion has no formal standing and does not extend a special right to the foreshadowed motion.

Points of Order

Points of order can be called at any time relating to procedure, disorder, etc. The Chair must rule on points of order as they are called. Councillors speaking must stop and be seated until the Chair has ruled on any point of order.

PPENDIX 2 – PUBLIC QUESTION TIME FORM

PUBLIC QUESTION TIME FORM

During Public Participation Time 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 public;
- Allowing members of the public to address Council.

Members of the public are invited to submit written questions on this form to the Chief Executive Officer by 12 noon on the day of the Ordinary Meeting of Council.

If you wish to address Council you must provide a brief synopsis of your address in writing to the Chief Executive Officer by 12 noon on the day of the Ordinary Meeting of Council.

Completed Public Question Time Forms can be submitted at your nearest Customer Service Centre or by emailing shire@hepburn.vic.gov.au with the words 'Public Question' in the subject line.

Public Question Time Forms received after 12 noon will be held over to the next Ordinary Meeting of Council.

DATE OF MEETING	
NAME	
ADDRESS	
TELEPHONE	
ORGANISATION (if applicable)	

SUBJECT OF QUESTION _____

Please note the number of questions that any person may ask at each meeting is limited to two. You need to be present in the public gallery at the meeting in order to ask your question.

QUESTION 1	
QUESTION 2	

Please note: Your name and suburb will be included in Council's minutes which are available on Council's website.

Privacy Statement

Hepburn Shire Council acknowledges and respects the privacy of individuals. Personal information collected by Council is used for municipal purposes as specified in the *Local Government Act 1989*. The information provided on this form will be used for the production of Council minutes, which are public documents.

**11.3. COUNCIL MEETING DATES 2015
GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the General Manager Corporate Services, I Grant Schuster, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to adopt the dates and locations for the 2015 Ordinary Meetings of Council.

BACKGROUND

Over the past three years, Council has increasingly involved more small towns as locations for meetings. As well as holding meetings in the four major townships of Clunes, Creswick, Daylesford/Hepburn Springs and Trentham, in 2013 Glenlyon was included. In 2014, smaller towns such as Yandoit, Newlyn and Drummond were included.

ISSUE/DISCUSSION

Briefings

It is proposed to continue with a Councillor Briefing session on the first Tuesday of each month.

The Councillor Briefing session is a non-decision making forum which provides Councillors with the opportunity to:

- Comment on proposed policy or other strategic or community sensitive issues;
- Be informed of issues of significance; and
- Provide general guidance for Council officers to progress relevant issues.

Ordinary Meetings

It is suggested that Council continues to hold its Ordinary Meetings on the third Tuesday of each month starting at 6:00pm. Below are the proposed dates and locations for the 2015 Ordinary Meetings.

COUNCIL MEETING DATES AND LOCATIONS 2015		
Date	Time	Location
Tuesday 20 January	6:00pm	The Warehouse – Clunes
Tuesday 17 February	6:00pm	Glenlyon Hall
Tuesday 17 March	6:00pm	Trentham Mechanics Institute
Tuesday 21 April	6:00pm	Smeaton Community Centre
Tuesday 19 May	6:00pm	Creswick Senior Citizens' Centre
Tuesday 16 June	6:00pm	Daylesford Senior Citizens' Room
Tuesday 21 July	6:00pm	Daylesford Senior Citizens' Room
Tuesday 18 August	6:00pm	The Warehouse - Clunes
Tuesday 15 September	6:00pm	Lyonville Hall
Tuesday 20 October	6:00pm	Doug Lindsay Recreation Reserve, Creswick
Tuesday 17 November	6:00pm	Trentham Mechanics Institute
Tuesday 15 December	6:00pm	Daylesford Senior Citizens' Room

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

In accordance with Section 89(4) of the *Local Government Act 1989*, at least seven days' notice must be given before Ordinary Meetings of Council.

FINANCIAL IMPLICATIONS

There are minimal financial implications within Council's operating budget in rotating Council's Ordinary meetings around the Shire.

RISK IMPLICATIONS

Adopting an annual schedule of meeting dates and locations contributes to managing the risks associated with the good governance of Council Meetings.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The varied locations of Ordinary Council Meetings provide increased community engagement and participation in the democratic process of local government.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Council Meeting timetable will be advertised in local newspapers. Upcoming Council Meetings will also be listed in Council's Advocate page fortnightly. The timetable will also be placed on Council's website.

CONCLUSION

An annual schedule of Council Meeting dates and locations provides the community with advance notice of meetings and an opportunity to attend, observe and participate, where appropriate, in Council Meetings.

OFFICER'S RECOMMENDATION

That Council:

- 11.3.1 Adopts the Council Meeting dates and locations for the 2015 Ordinary Meetings of Council as presented in the table below.

COUNCIL MEETING DATES AND LOCATIONS 2015		
Date	Time	Location
Tuesday 20 January	6:00pm	The Warehouse – Clunes
Tuesday 17 February	6:00pm	Glenlyon Hall
Tuesday 17 March	6:00pm	Trentham Mechanics Institute
Tuesday 21 April	6:00pm	Smeaton Community Centre
Tuesday 19 May	6:00pm	Creswick Senior Citizens' Centre
Tuesday 16 June	6:00pm	Daylesford Senior Citizens' Room
Tuesday 21 July	6:00pm	Daylesford Senior Citizens' Room
Tuesday 18 August	6:00pm	The Warehouse - Clunes
Tuesday 15 September	6:00pm	Lyonville Hall
Tuesday 20 October	6:00pm	Doug Lindsay Recreation Reserve, Creswick
Tuesday 17 November	6:00pm	Trentham Mechanics Institute
Tuesday 15 December	6:00pm	Daylesford Senior Citizens' Room

- 11.3.2 Places a public notice in local newspapers to advertise the dates and locations for Ordinary Meetings of Council for the 2015 calendar year in accordance with section 89(4) of the Local Government Act 1989.
- 11.3.3 Makes the Council Meeting dates and locations for 2015 available on Council's website.

MOTION

That Council:

11.3.1. *Adopts the Council Meeting dates and locations for the 2015 Ordinary Meetings of Council as presented in the table below.*

COUNCIL MEETING DATES AND LOCATIONS 2015		
Date	Time	Location
Tuesday 20 January	6:00pm	The Warehouse – Clunes
Tuesday 17 February	6:00pm	Glenlyon Hall
Tuesday 17 March	6:00pm	Trentham Mechanics Institute
Tuesday 21 April	6:00pm	Smeaton Community Centre
Tuesday 19 May	6:00pm	Creswick Senior Citizens' Centre
Tuesday 16 June	6:00pm	Daylesford Senior Citizens' Room
Tuesday 21 July	6:00pm	Daylesford Senior Citizens' Room
Tuesday 18 August	6:00pm	The Warehouse - Clunes
Tuesday 15 September	6:00pm	Lyonville Hall
Tuesday 20 October	6:00pm	Doug Lindsay Recreation Reserve, Creswick
Tuesday 17 November	6:00pm	Trentham Mechanics Institute
Tuesday 15 December	6:00pm	Daylesford Senior Citizens' Room

11.3.2. *Places a public notice in local newspapers to advertise the dates and locations for Ordinary Meetings of Council for the 2015 calendar year in accordance with section 89(4) of the Local Government Act 1989.*

11.3.3. *Makes the Council Meeting dates and locations for 2015 available on Council's website.*

Moved: Councillor Neil Newitt

Seconded: Councillor Greg May

AMENDMENT

11.3.4. *That the Council Meeting locations for 2015 include one meeting in the Clydesdale Hall.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried.

MOTION

That Council:

11.3.1. *Adopts the Council Meeting dates and locations for the 2015 Ordinary Meetings of Council as presented in the table below.*

COUNCIL MEETING DATES AND LOCATIONS 2015		
Date	Time	Location
Tuesday 20 January	6:00pm	The Warehouse – Clunes
Tuesday 17 February	6:00pm	Glenlyon Hall
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Tuesday 15 September	6:00pm	Lyonville Hall
Tuesday 20 October	6:00pm	Doug Lindsay Recreation Reserve, Creswick
Tuesday 17 November	6:00pm	Trentham Mechanics Institute
Tuesday 15 December	6:00pm	Daylesford Senior Citizens' Room

11.3.2. *Places a public notice in local newspapers to advertise the dates and locations for Ordinary Meetings of Council for the 2015 calendar year in accordance with section 89(4) of the Local Government Act 1989.*

11.3.3. *Makes the Council Meeting dates and locations for 2015 available on Council's website.*

11.3.4. *That the Council Meeting locations for 2015 include one meeting in the Clydesdale Hall.*

Moved: Councillor Neil Newitt
Seconded: Councillor Greg May

MOTION OF DEFERRAL

11.3.5. *That Agenda Item 11.3 – Council Meeting Dates 2015 be deferred for one month for Council to consider the locations for 12 meetings in 2015.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried.

Councillor Bill McClenaghan declared an indirect Conflict of Interest and left the meeting at 7:03 pm.

11.4. PROPOSED EAST STREET RAILWAY UNDERPASS ACCESS IMPROVEMENT GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as the Manager Strategic Project Delivery, I Darren Dumesny have no interests to disclose in this report.

PURPOSE

The purpose of this report is to advise Council of the engineering report on the Concept Design and Preliminary Estimate for the proposed clearance improvement to the East Street Bridge, Daylesford.

BACKGROUND

In the Hepburn Shire Freight Strategy, it was identified as a high priority to investigate bridge works to improve the low clearance under the railway bridge over East Street.

The Central Highlands Regional Transport Strategy also lists the lowering of East Street under the Daylesford Tourist Railway as a project of immediate priority.

Heavy vehicles not being able to use East Street have caused ongoing local resident concerns. Such vehicles are using the local street network as an alternative to using East Street under the railway bridge for access to the industrial estate.

Whilst a number of operators have Council approval to use Stanbridge Street, there are concerns that there is a level of unauthorised use which creates issues with local amenity.

ISSUE/DISCUSSION

As part of Council's capital works forward design program, a proactive approach was taken by Council engineers to undertake a conceptual design. This was in response to the recommendations of the strategies and in light of public concerns. The completed concept has allowed the determination of a preliminary estimate for feasibility and budgeting purposes.

The preliminary road design was undertaken by Council's engineers whilst the structural elements of the bridge such as underpinning and relocation of major services were conceptually designed by an accredited engineering consultancy. The overall preliminary estimate was produced by both Council's engineers and the engineering consultancy. An independent accredited engineering consultancy was

also engaged to review the strategy for the relocation of major services and the preliminary estimate. The input received from the independent review gives confidence in the principles used in the concept methodology.

Dependent on available funds, the proposed project concept can move forward to detailed final design, final estimate and ultimately construction subject to available funds. The detailed preliminary estimate has made allowance for costs associated with final designs as well as construction.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Quality Community Infrastructure

Key Strategic Activity:

9. Improve sealed and unsealed local roads through the delivery of maintenance and improvement works.

FINANCIAL IMPLICATIONS

The preliminary estimate for the Concept Design indicates that funding of \$750,000 will be needed to advance the project to final design and construction.

RISK IMPLICATIONS

If the proposed project is not delivered, then undesirable heavy vehicle traffic flow will continue along residential streets. The current situation may also continue to impede economic growth for this area of the Shire.

The project does require significant modifications to utility assets owned and managed by other authorities. Accordingly if these authorities require any variations to the works, this could incur very high extra costs. Permits from other authorities such as Central Highlands Water and VicTrack have not been obtained as part of the conceptual process; however, favourable discussions have taken place with the authorities in relation to the concept design.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Increasing the clearance under the railway bridge will remove access constraints for heavy trucks using East Street. This will allow truck movements on the residential road network to be restricted to service vehicles and light deliveries.

Greater provision for heavy vehicles to use East Street will allow significantly more access to the industrial estate and promote more business participation in the estate.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The development of this project concept did not specifically involve stakeholder engagement. However, the Hepburn Freight Strategy which recommended this project be pursued was developed through extensive consultation with Council officers, VicRoads, neighbouring Councils, local businesses, transport operators and the public.

CONCLUSION

For economic and social reasons, the Hepburn Freight Strategy has recommended access improvements to the East Street railway underpass and that such improvements be investigated as a matter of high priority. The engineering report on the concept design and preliminary estimate for the East Street access improvements is a proactive response to that recommendation. It is intended to be used to assist in Council's planning of freight route improvements.

The concept design and preliminary estimate may also be used to attract external funding. Such funding would allow the proposed project to move forward to detailed final design and construction.

OFFICER'S RECOMMENDATION

That Council:

- 11.4.1 Notes the attached engineering report on the concept design and preliminary estimate for the proposed clearance improvement to the East Street Bridge.
- 11.4.2 Endorses officers to pursue external funding opportunities as they arise in order to progress this project.

MOTION

That Council:

- 11.4.1. *Notes the attached engineering report on the concept design and preliminary estimate for the proposed clearance improvement to the East Street Bridge.*
- 11.4.2. *Endorses officers to pursue external funding opportunities as they arise in order to progress this project.*
- 11.4.3. *Officers investigate additional local treatments in Stanbridge Street, Daylesford to further deter unnecessary heavy vehicle access and these works be included as part of implementing this project.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Don Henderson

Carried.

Councillor Bill McClenaghan returned to the meeting at 7:07pm.

ATTACHMENT 2 - ENGINEERING REPORT ON THE CONCEPT DESIGN AND
PRELIMINARY ESTIMATE FOR THE PROPOSED CLEARANCE IMPROVEMENT
TO THE EAST STREET BRIDGE
(ISSUED UNDER SEPARATE COVER)

**11.5. BOOKTOWN – MEMORANDUM OF UNDERSTANDING
GENERAL MANAGER COMMUNITY SERVICES**

In providing this advice to Council as the Events Coordinator, I Rebecca Pedretti have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council enters into a three year Memorandum of Understanding (MOU) with Creative Clunes Inc for the Booktown Festivals.

BACKGROUND

Booktown is an annual festival in Clunes that attracts over 18,000 visitors from around Australia. Over 60 booksellers gather in Clunes for the two day event.

In addition to the annual Booktown event, this year Creative Clunes Inc is also conducting a 'Kids' Booktown' for the first time. Kids' Booktown introduces a second Booktown related event that takes place in November. This event aims to reach a different target market and audience.

For the past five years (2010 – 2014), Council has had a Memorandum of Understanding (MOU) in place with Creative Clunes Inc for Booktown. This MOU has clarified the support Council will provide to the event and the requirements Booktown must meet. The last three year MOU adopted by Council in December 2011 has expired.

ISSUE/DISCUSSION

Following a review of funding across all Council supported events, an Events Strategy (including a new framework for funding events) was adopted by Council at the August 2014 Council Meeting.

Utilising the assessment criteria in the Events Strategy, Booktown has been categorised as a major event. A major event is eligible for the following support:

- Funding up to \$20,000
- 3 Year Funding Agreement
- Maximum operational Council contribution of \$10,000.

Creative Clunes Inc has requested \$10,000 for the 2014/15 year, an increase to \$15,000 in 2015/16 to support the addition of Kids' Booktown and a further increase to \$17,500 in 2016/17.

For the term of this MOU the following funding arrangements are proposed:

- 2014/15 event: \$10,000 funding and \$4,500 operational support
- 2015/16 event: \$15,000 funding and operational support based on actual costs
 - contingent on the continuation of Kids' Booktown
- 2016/17 event: \$15,000 funding and operational support based on actual costs.
 - contingent on the continuation of Kids' Booktown.

In line with the Events Strategy, it is recommended that Council introduce a new set of KPIs for the Booktown events that ensure the events continue to grow, attract additional overnight visitors, enhance their economic impact and attract national media coverage to encourage visitation from inter and intra state visitors. These KPIs include:

- Strengthen partnerships with Daylesford Macedon Ranges Regional Tourism Board or another peak regional body and Tourism Victoria to enhance their support and investment in the event;
- Attract national media coverage to increase visitation from inter and intra state visitors to ensure over 60% of visitors are from outside the region;
- Increase the percentage of overnight visitors attending the event and length of stay; and
- Continue significant engagement of local community groups and business.

If these KPIs are not met, then consideration will be given to a reduction in the amount of funding provided to Creative Clunes Inc.

Creative Clunes Inc must also provide a report to Council within eight weeks of the conclusion of each event using a template provided by Council which will include a formula for calculating the economic impact of the festival.

In the final year of the MOU, the festival must be independently assessed to determine economic impact, level of support from community and business and media coverage.

A copy of the draft Memorandum of Understanding is attached (Attachment 3).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective - Sustainable Environment and a Vibrant Economy

Key Strategic Activity:

12. Support and develop existing businesses within Hepburn Shire and continue to explore opportunities to diversify Hepburn Shire's economic base.

FINANCIAL IMPLICATIONS

For the term of this MOU the following funding arrangements are proposed:

- 2014/15 event: \$10,000 funding and \$4,500 operational support
- 2015/16 event: \$15,000 funding and operational support based on actual costs
 - contingent on the continuation of Kids' Booktown
- 2016/17 event: \$15,000 funding and operational support based on actual costs.
 - contingent on the continuation of Kids' Booktown.

RISK IMPLICATIONS

As part of the MOU agreement, Creative Clunes Inc is required to provide Council a three year event business plan, annual risk management plan and emergency management plan. Additionally, Creative Clunes Inc is required to provide to Council copies of its public liability insurance prior to the event.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Booktown attracts approximately 18,000 people to Clunes and region across the length of the event. Based on the latest research figures provided by Tourism Research Australia, average spend per visitor per night in Hepburn Shire is \$203, while a day tripper spends on average \$74. Utilising Booktown's 2014 event report, if 18,000 visitors are day trippers, this equates to a contribution in excess of \$1 million annually to the local economy

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Creative Clunes Inc has been involved in the development of this MOU, through a series of meetings with Council officers where feedback was sought.

CONCLUSION

The proposed MOU helps to secure the financial sustainability of Booktown and assists to establish the Kids' Booktown event. Provision of this funding will ensure that the events continue to grow and enhance the economic impact they have in Hepburn Shire.

OFFICER'S RECOMMENDATION

- 11.5.1 That Council authorises the Chief Executive Officer to sign the 2015 – 2017 Memorandum of Understanding between Creative Clunes Inc and Hepburn Shire Council.

MOTION

- 11.5.1. *That Council authorises the Chief Executive Officer to sign the 2015 – 2017 Memorandum of Understanding between Creative Clunes Inc and Hepburn Shire Council with the deletion of reference to Kids' Booktown.*
- 11.5.2. *That Kids' Booktown funding be subject to endorsement by Council when a proper review of this year's event is held and a business plan presented for this event.*

Moved: Councillor Don Henderson
Seconded: Councillor Bill McClenaghan
Carried.

ATTACHMENT 3 - DRAFT MEMORANDUM OF UNDERSTANDING –
HEPBURN SHIRE COUNCIL AND CREATIVE CLUNES INC

Draft Memorandum of Understanding

between

Hepburn Shire Council and Creative Clunes Inc

Purpose: The Memorandum of Understanding (MOU) is intended to clarify the roles and responsibilities and to create a working relationship between Hepburn Shire Council and Creative Clunes Inc, to ensure the future sustainability and growth of the Booktown events in the Hepburn Shire.

It seeks to ensure that a transparent and accountable agreement is in place between Hepburn Shire Council and Creative Clunes Inc.

Term: This MOU is for a three year period (2015, 2016 and 2017 Festivals) to be reviewed on an annual basis.

Parties: Booktown - refers to Creative Clunes Inc
Council – refers to Hepburn Shire Council

Hepburn Shire Sponsorship Support

Council will provide an annual sponsorship sum of \$10,000 for the 2015, 2016, 2017 events. Council will also provide an annual organisational contribution of up to \$4,200 towards the 2015 event and operational support based on actual costs for the 2016 and 2017 events subject to the requirements and provisions of this Memorandum of Understanding (MOU).

The funding will be provided by Council to assist Booktown in conducting safe, accessible and professionally run events.

Subject to the receipt of a tax invoice from Booktown at least 14 days prior to the due date, Council will make the following sponsorship payments across the term of this MOU:

2014/15: Payment – of \$10,000 (100%) (Plus GST) to be paid within 4 weeks of the signing of this MOU

2015/16: Payment – of \$10,000 (100%) (Plus GST) to be paid within 14 days of receipt of invoice from Booktown

2016/17: Payment – of \$10,000 (100%) (Plus GST) to be paid within 14 days of receipt of invoice from Booktown.

2. Operational Support provided by Council

The Hepburn Shire Council will provide the following operational support and services (summarised maximum costings detailed in Appendix A) for the term of the MOU, subject to the outcome of annual evaluations and reviews.

2.1 Waste Management

Booktown will develop a Waste Management Plan in conjunction with Council, outlining the type and amount of wastes generated, waste management strategies and responsibilities for each of its events.

- a. Council will provide up to 50 bins (combination of rubbish and recycling) for the Booktown weekend in May. The bins will be delivered to Clunes on the Friday prior to the event and collected on the Monday following the event by Council. The bins will be delivered to a site negotiated between Hepburn Shire Council and Booktown.
- b. Booktown agrees to work with Council to conduct Waste Wise events in Clunes.
- c. Council will fund and supply four rubbish skips for use during the November Booktown event. Booktown must ensure waste from the smaller bins is emptied into the skips throughout the event.
- d. Booktown is responsible to ensure all event locations are left in a clean and tidy condition as per the Waste Management Plan.
- e. A review of the Waste Management Plan will be conducted annually within 8 weeks of the conclusion of each event.

2.2 Traffic, Parking, Signage, Pedestrian and Transport Management Plans

- a. Booktown is responsible for developing a Traffic Management Plan (TMP) incorporating parking, pedestrian management and the road closures required for all events.

- b. Booktown must participate in event planning meetings including with Council and relevant emergency authorities to assist in reviewing and developing the plan. Planning must commence at least three months prior to each event to ensure timely and sufficient notice of traffic management requirements, the Traffic Management Plan is to be completed at least 6 weeks prior to each event.
- c. Road closure signs and equipment for the road closures will be provided by Council, including their installation, delivery and collection in accordance with the time schedule as outlined in the TMP's.
- d. Suitably qualified and experienced personnel (including Traffic Controllers where indicated in the TMP) to assist in implementing and maintaining the TMP throughout the events must be provided by Booktown. All event marshals and traffic controllers must be familiar with the TMP and implement it in accordance with the Plan and instructions from relevant authorities (including Victoria Police).
- e. Booktown must develop a Parking and Pedestrian Plan for each event. It is Booktown's responsibility to provide suitably qualified and experienced personnel to implement the Parking and Pedestrian Plans. Council will provide advice to Booktown in the development of the Plans.
- f. Council will provide and deliver agreed signage (portable parking signs including disabled parking) for each event. Directional and other signs required for the Parking Plan will be provided by Booktown (or Council where available and negotiated in advance).

2.3 Venue and Venue Infrastructure

- a. Booktown will provide adequate toilet and wash room facilities (including accessible toilets) in accordance with the requirements of the relevant section of Council (Environmental Health and/or Building). The following toilet facilities are available and maintained (cleaned and restocked with toilet paper) throughout the two day event in May:
 - Public Toilets in Collins Place
 - Town Hall Toilets
 - Union Bank Arts Centre Studio
 - Public Toilets in the Warehouse - Clunes (subject to booking and payment of refundable bond)
 - Mobile Unit in Laneway (next to Pharmacy/Post Office) – hired by Booktown

- b. Bookings for Clunes Town Hall/Court House will be arranged through the Team Leader at The Warehouse - Clunes.
- c. Bookings for The Warehouse - Clunes will be arranged with the Team Leader, which will include completion of hire agreement form and payment of a refundable bond.
- d. Clunes Senior Citizens key and booking to be secured through Senior Citizen Secretary. Out of Hours access to the Hall will be negotiated with the Senior Citizens.

2.4 Marketing and Communications

- a. Council will provide promotion of Booktown events at its four Visitor Information Centres located in Daylesford, Creswick, Clunes and Trentham, as well as on Councils websites including www.visitdaylesford.com. Display space will also be allocated at the Daylesford Regional Visitor Information Centre, as agreed by Councils Visitor Services Officers.
- b. Council will allocate Booktown the events signage frames at key entry points to Clunes from the 1st of April to the end of Booktown for the May event. Booktown will supply, install and remove the signs during the approved period.
- c. Council will provide links to Booktown's website on Councils website and will include Booktown events in event calendar listings.
- d. Where possible, Council will support the marketing activities of Booktown events.
- e. Booktown agrees to provide recognition to Council via the following mechanisms:
 - Recognition of the Hepburn Shire Council as a Major and/or Government Partner (or equivalent) in all information relating to Booktown events including their website, marketing material, media releases and communications. The usage of Council's logo must be in accordance with the directions provided by Council.
 - Provide Councillors and Council officer's invitations to official Booktown functions, events and launches, according to Council protocol. Invitations must be provided at least one month prior to each event.
 - Provision of a stall at Booktown events if required. At least two months notice prior to each event must be given.

- Half page advertisement in the Festival Guide, if a guide is produced (art work to be supplied by Council at its expense according to production deadlines and graphical standards).

3. Occupational Health and Safety, Risk and Compliance

- a. Booktown must comply with all of Council and other authority's requirements in relation to occupational health and safety, local laws, legislation, regulations, standards and codes, and the conditions of use as outlined in facility booking forms.
- b. Booktown must obtain and pay all fees associated with all the necessary permits, permissions and licenses required to conduct the event from Council and other authorities. These include, but are not limited to liquor licensing, temporary food premises permits, traffic related permits/permissions, fire safety requirements, plant and equipment use and temporary building permits.
- c. Booktown must participate in Councils Event Management Planning process including risk and safety planning meetings with Council and other authorities, and provide a detailed Risk, Safety and Emergency Management Plan to Council in accordance with Council guidelines and pro-forma plans where available, at least 6 weeks prior to each event. Plans must be updated continuously as the event date nears, and must be reviewed as soon as practical following the event.
- d. Booktown must notify the Council in writing of any incident or accident occurring on Council land or property including any road, reserve or building as soon as possible after the incident or accident has occurred.

4. Indemnity and Insurance

- a. Booktown must indemnify and keep indemnified and hold harmless the Hepburn Shire Council, its servants and agents from and against all actions, costs, damages, loss or claims from any activities or decisions arising from the conduct of Booktown events.
- b. Booktown must maintain up to date insurances applicable to the event, including Public Liability Insurance for a minimum of \$20 million. The insurance policy must be maintained for the duration of the event (including the planning stages) and a copy of the certificate of compliance must be provided at least one month in advance of each event date. Stallholders and contractors involved with the event should also have Public Liability Insurance.

- c. Booktown agrees that if there is any loss or damage to Council land or property as a result of each event, Booktown will immediately notify Council by making contact with the Events Coordinator (or other Council officer if Events Coordinator is not available) and cover restoration, replacement or repair costs of the loss or damage.
- d. Booktown agrees to maintain a legal status during the term of this MOU as an Association registered under the Incorporations Act 1981 or another suitably status.

5. Strategic and Business Planning

- a. Booktown agrees to develop a Business Plan and an operational Event Management Plan to be reviewed and updated annually. The Business Plan will include the key objectives for the events and specific performance indicators. It must be provided to Council at least four months prior to each event date.

6. Key Performance Indicators

Booktown must aim to meet the following KPI's, which have a focus on developing tourism and economic impacts within Hepburn Shire:

- Strengthen partnerships with Daylesford Macedon Ranges Regional Tourism Board, other relevant Tourism Boards and Tourism Victoria to enhance their support and investment in the event
- Attract state and national media coverage to encourage visitation from inter and intra state visitors to ensure over 60% of visitors are from outside the region;
- Increase the percentage of overnight visitors attending the event and length of stay
- Continue significant engagement of local community groups and business

7. Review and Evaluation

- a. Council will assess the achievements against the outcomes within this MOU, and the key objectives contained in Booktown's Business Plan with input from Booktown.
- b. Booktown will attend a post event evaluation meeting with Council and other authorities following the conduct of each event.
- c. Booktown will provide a preliminary report to Council within 8 weeks of the conclusion of Booktown, using a template provided by Council, detailing the following information:
 - i. Attendance numbers for event

- ii. Details of the origin and estimated length of stay of visitors to the event
- iii. Estimates of the economic and tourism impact of the festival applying a jointly agreed methodology used to produce results.
- iv. Impact assessment on the Hepburn community (positive and negative impacts).
- v. Media and marketing obtained for the Hepburn Shire region as a result of the event.
- vi. Detailed event budget, including estimates of direct spend and fundraising contribution to the local community.
- vii. Details of specific event operational and other issues associated with the event including recommendations for improvements in future years.
- viii. In the final year of the MOU an independent assessor must be engaged or survey conducted to assess economic impact, media coverage, level of support from community and local business for each event.

8. Dispute resolution

- a. In the event of a dispute arising out of a failure to meet any of the obligations required by this MOU, either party may give the other party written notice specifying the details of the dispute. Within 7 days, a representative of both parties will agree to meet to resolve the issue.
- b. If a dispute occurs within two weeks of the event date, both parties will agree to meet to resolve the issue within 2 working days of the notice.
- c. If the dispute is unable to be resolved, the matter will be referred to any form of alternative dispute resolution procedure on which the parties agree. Where a mediator is involved, the parties must agree to comply with the mediators instructions.
- d. The charges for the mediation will be paid equally by the parties.
- e. Council will not enter into a dispute resolution procedure for the following issues:
 - 1. The level of Council's financial and in-kind contribution

2. The requirement for Booktown to comply with Council's local laws, and other regulations and legislation relating to the conduct of the event.

9. Termination of MOU

- a. If Booktown is unable to deliver the outcomes specified in this MOU, Council may review the level of sponsorship and in-kind support provided to the event.
- b. If Council or Booktown is in breach of the terms of this MOU this MOU may be terminated in writing by the Chief Executive Officer of Council.

Memorandum of Understanding between Hepburn Shire Council and Creative Clunes Inc.

Signed for and on behalf of the Hepburn Shire Council:

_____	_____	_____
Signature of CEO	Print Name	Date

_____	_____	_____
Witness signature	Witness Name	Date

Signed for and on behalf of Creative Clunes Inc

_____	_____	_____
Signature of President	Print Name	Date

_____	_____	_____
Witness Signature	Witness Name	Date

Appendix A: Estimate of Hepburn Shire Council's Operational Support

Support provided	Details	Estimated Cost to Council
Waste Management	Hire and transportation of 4 skips	\$1,000
	Supply, delivery, collection of rubbish bins and lids –locations to be in waste management plan	\$1,000
Road Closures	Provision of equipment, signage, delivery and installation for road closures	\$1,000
Council Buildings	Clunes Town Hall & Court House	\$500
	Clunes Senior Citizens Centre	
Visitor Services	Provision of Visitor Information Centre Cube display	\$300
Cleaning	Contractor to clean public toilets in Clunes throughout weekend	\$400
	Total estimated in-kind support value	\$4,200

Additional in-kind support provided by Council's Events Coordinator, Council's Manager Community & Economic Development and other officers (details below). The value of this support has not been costed.

- Advice on development of event memorandum of understanding
- Advice on development of Traffic Management Plan for Road Closures
- Advice on development of Risk Management Plan for Event
- Advice on development of an Emergency Management Plan
- Inspection on Saturday of event by an Environmental Health Officer to ensure all temporary food premises have relevant permits

**11.6. COUNCILLOR REPRESENTATION ON COMMITTEES AND EXTERNAL BODIES
GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the General Manager Corporate Services, I Grant Schuster, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to determine Councillor representation on committees, boards and external bodies.

BACKGROUND

Council has established several advisory committees and special committees of Council which assist Council in making policy and strategy decisions and in some cases making decisions on behalf of Council. Many of these committees require that a councillor be appointed to those committees to represent Council.

In addition to this, Council is also a member of various associations and bodies which require that a councillor is appointed to be the Council representative.

At the November 2013 Ordinary Council Meeting, Council resolved to appoint Councillors to the committees, boards and external bodies contained in the table below. On an annual basis, Council reviews the representation and makes amendments where required.

ISSUE/DISCUSSION

Consistent with previous years, it is now an appropriate time to review and update the appointment of Councillors to the committees, boards and external bodies contained in the table below.

This year, for the Daylesford & Macedon Ranges Regional Tourism Board, it is proposed to appoint an officer representative instead of a Councillor representative.

Organisations	Councillor Representation
External Bodies	
Committee of Management for DEPI (26 Committees)	All councillors represent their electorate at these meetings to when required
Municipal Association of Victoria	Cr Bill McClenaghan
Victorian Local Governance Association	Cr Sebastian Klein
Cultivate Agribusiness Central Highlands (formerly Central Highlands Agribusiness Forum)	Cr Greg May
Timber Towns	Cr Don Henderson
Daylesford & Macedon Ranges Regional Tourism Board	Change to Officer Representative
Grampians Central West Waste and Resource Recovery Group Forum	Cr Bill McClenaghan
Special Committees (Section 86)	
Lee Medlyn Home of Bottles Special Committee	Cr Neil Newitt
The Warehouse - Clunes Special Committee	Cr Neil Newitt
Statutory Council Advisory Committees	
Audit and Risk Advisory Committee (two positions)	Cr Kate Redwood Cr Pierre Niclas
Municipal Emergency Management Planning Committee	Cr Bill McClenaghan

Other Advisory Committees	
Public Art Panel	Cr Kate Redwood
Mineral Springs Reserves Advisory Committee	Cr Pierre Niclas
Creswick Ward Community Committee	Cr Don Henderson Cr Greg May
International Women's Day Organising Committee	Cr Kate Redwood
Heritage Advisory Panel	Various Councillors as appropriate

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Many of these committees have been established to advise Council about issues relating to the development of policy and strategy. As such, appointing Councillors as representatives on these committees is an important step in ensuring that there are consultative processes in place.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

RISK IMPLICATIONS

Appropriate Councillor representation is required on committees, boards and external bodies to ensure that public views are incorporated into the decision making process

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Effective community engagement provides the opportunity for Hepburn Shire community members to influence Council decisions and where appropriate play a partnership role in the planning and implementation of those decisions.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The purpose of these committees, boards and external bodies is to gain community and stakeholder engagement.

CONCLUSION

The review of Councillor representation on committees, boards and external bodies, provides strong and diverse Council representation on behalf of the Hepburn Shire community.

OFFICER'S RECOMMENDATION

11.6.1 That Council adopts the appointment of Councillors to the following committees, boards and external bodies:

Organisations	Councillor Representation
External Bodies	
Committee of Management for DEPI (26 Committees)	All councillors represent their electorate at these meetings to when required
Municipal Association of Victoria	Cr Bill McClenaghan
Victorian Local Governance Association	Cr Sebastian Klein
Cultivate Agribusiness Central Highlands (formerly Central Highlands Agribusiness Forum)	Cr Greg May
Timber Towns	Cr Don Henderson
Daylesford & Macedon Ranges Regional Tourism Board	Change to Officer Representative
Grampians Central West Waste and Resource Recovery Group Forum	Cr Bill McClenaghan
Special Committees (Section 86)	
Lee Medlyn Home of Bottles Special Committee	Cr Neil Newitt
The Warehouse - Clunes Special Committee	Cr Neil Newitt

Organisations	Councillor Representation
Statutory Council Advisory Committees	
Audit and Risk Advisory Committee (two positions)	Cr Kate Redwood Cr Pierre Niclas
Municipal Emergency Management Planning Committee	Cr Bill McClenaghan
Other Advisory Committees	
Public Art Panel	Cr Kate Redwood
Mineral Springs Reserves Advisory Committee	Cr Pierre Niclas
Creswick Ward Community Committee	Cr Don Henderson Cr Greg May
International Women's Day Organising Committee	Cr Kate Redwood
Heritage Advisory Panel	Various Councillors as appropriate

MOTION

11.6.1. *That Council adopts the appointment of Councillors to the following committees, boards and external bodies:*

Organisations	Councillor Representation
External Bodies	
Committee of Management for DEPI (26 Committees)	All councillors represent their electorate at these meetings to when required
Municipal Association of Victoria	Cr Bill McClenaghan
Victorian Local Governance Association	Cr Sebastian Klein
Cultivate Agribusiness Central Highlands (formerly Central Highlands Agribusiness Forum)	Cr Greg May
Timber Towns	Cr Don Henderson
Daylesford & Macedon Ranges Regional Tourism Board	Change to Officer Representative
Grampians Central West Waste and Resource Recovery Group Forum	Cr Bill McClenaghan
Special Committees (Section 86)	
Lee Medlyn Home of Bottles Special Committee	Cr Neil Newitt
The Warehouse - Clunes Special Committee	Cr Neil Newitt

Organisations	Councillor Representation
Statutory Council Advisory Committees	
Audit and Risk Advisory Committee (two positions)	Cr Kate Redwood Cr Pierre Niclas
Municipal Emergency Management Planning Committee	Cr Bill McClenaghan
Other Advisory Committees	
Public Art Panel	Cr Kate Redwood
Mineral Springs Reserves Advisory Committee	Cr Pierre Niclas
Creswick Ward Community Committee	Cr Don Henderson Cr Greg May
International Women's Day Organising Committee	Cr Kate Redwood
Heritage Advisory Panel	Various Councillors as appropriate

Moved: Councillor Sebastian Klein

Seconded: Councillor Neil Newitt

Carried.

Councillor Don Henderson declared a direct Conflict of Interest and left the meeting at 7:26 pm.

11.7. COMMUNITY GRANTS ROUND ONE 2014/15 GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Manager Community and Economic Development, I Adam McSwain, have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend the allocation of Round One 2014/15 Community Grants.

BACKGROUND

The Community Grants program allows Council to directly support the work of community groups and organisations as well as provide the chance for new innovations across Hepburn Shire. The program funds applications in a number of categories including: sustainability, events, arts and culture, small equipment, community strengthening and community planning.

Round One 2014/15 Community Grants were advertised in *The Advocate*, in local newsletters, through Council email networks, via grant information sessions and on Council's webpage.

ISSUE/DISCUSSION

For this funding round, 19 applications were received in the following grant categories:

- Community Grants - 15 applications seeking \$15,968 in funding
- Sustainability Grants - 1 application seeking \$5,000 in funding
- Community Planning Grants - 3 applications seeking \$15,000 in funding.

As only one Sustainability Grant application was received in this round, this application will be carried over into round two to be assessed against applications received in that round.

The grants were assessed by Council's Community Grant Assessment Panel. This assessment panel is made up of three community members with skills and experience in arts and culture, sustainability, land management, community development and events. The Manager Community and Economic Development, Sustainability Officer and Events Coordinator also participated in the assessment.

Grant applications were assessed against the following criteria:

1. Why is this project needed? 30%
2. What will the project achieve? 40%
3. How will the project be implemented? 10%
4. How will risk and safety issues associated with the project be assessed? 10%
5. Financial details – income and expenditure budget 10%.

The recommended Community Grants allocation for Round One (2014/15) is \$15,000. A summary of projects and recommendations is attached (refer Attachment 4).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Quality Community Infrastructure

Key Strategic Activity:

1. Work with and support communities and residents to implement community driven projects through community planning, provision of advice, information and community grants, acknowledging the significant contribution made by community volunteers.

FINANCIAL IMPLICATIONS

In the 2014/15 budget, Council has allocated \$40,000 for Community Grants, \$13,000 for Sustainability Grants and \$10,000 for Community Planning Grants.

It is recommended that:

- Community Grants - 7 grants to the value of \$8,000 are provided
- Sustainability Grants - No grants are provided
- Community Planning Grants - 2 grants to the value of \$7,000 are provided.

RISK IMPLICATIONS

All applicants are required to identify how project risk and safety issues will be managed, and this formed part of the assessment process.

All successful applicants are required to sign grant terms and conditions prior to receiving the grant allocation.

There is a system in place for Council officers to monitor receipt of acquittals and follow up of any outstanding acquittals.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Community Grants support projects by volunteer community groups. The focus of these projects is to strengthen community resilience and connection, promote sustainability and to assist in the implementation of community priorities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request for applications for Round One 2014/15 Community Grants was advertised in *The Advocate*, in local newsletters, through Council email networks and on Council's webpage.

CONCLUSION

The recommended projects support the objectives of the Community Grant Guidelines.

OFFICER'S RECOMMENDATION

11.7.1 That Council awards the Community Grants for Round One 2014/15 to:

Name of Organisation/ Club / Group	Project Name	Funding Amount
Creswick Railway Workshops Association Inc	La Gerche 100 Sequoia	\$5,000
Taking the Waters - 150 Years of the Hepburn Mineral Springs Committee *Auspiced by Daylesford Neighbourhood Centre	"Taking the Waters - sing, dance and enjoy your Springs"	\$2,000
Creswick Theatre Company	Operation Film Night Equipment Upgrade	\$1,000
Daylesford & District Historical Society Inc	Showing Off	\$1,000

Name of Organisation / Club / Group	Project Name	Funding Amount
Combined Probus Club of Clunes * Auspiced by Probus South Pacific	Purchase Public Address System	\$1,000
Bullarto Public Hall Inc	New Tables for use at Bullarto Public Hall	\$1,000
VISDA Inc. Daylesford Speedway	Purchase Portable Defibrillator	\$1,000
Glenlyon Progress Association Inc	Dedicated Laptop for the Glenlyon District News	\$1,000
Clunes Tourist & Development Association Inc	Updating Website	\$2,000

MOTION

11.7.1. That Council awards the Community Grants for Round One 2014/15 to:

Name of Organisation / Club / Group	Project Name	Funding Amount
Creswick Railway Workshops Association Inc	La Gerche 100 Sequoia	\$5,000
Taking the Waters - 150 Years of the Hepburn Mineral Springs Committee *Auspiced by Daylesford Neighbourhood Centre	"Taking the Waters - sing, dance and enjoy your Springs"	\$2,000
Creswick Theatre Company	Operation Film Night Equipment Upgrade	\$1,000
Daylesford & District Historical Society Inc	Showing Off	\$1,000
Combined Probus Club of Clunes * Auspiced by Probus South Pacific	Purchase Public Address System	\$1,000
Bullarto Public Hall Inc	New Tables for use at Bullarto Public Hall	\$1,000
VISDA Inc. Daylesford Speedway	Purchase Portable Defibrillator	\$1,000
Glenlyon Progress Association Inc	Dedicated Laptop for the Glenlyon District News	\$1,000
Clunes Tourist & Development Association Inc	Updating Website	\$2,000

Moved: Councillor Bill Mc Clenaghan
Seconded: Councillor Sebastian Klein
Carried.

Councillor Sebastian Klein left the meeting at 7:31 pm.

Councillor Don Henderson returned to the meeting at 7:32 pm.

Councillor Sebastian Klein returned to the meeting at 7:33 pm.

ATTACHMENT 4 - COMMUNITY GRANTS ROUND ONE 2014/15
ASSESSMENT SUMMARY

Recommended - Community Grants 2014/15 Round One

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Last round funded	Average Score	Recommended Amount
Creswick Railway Workshops Association Inc	\$5,000	\$18,000	La Gerche 100 Sequoia	A memorial to John La Gerche, themed seating and a film of the project. La Gerche placed on Creswick Historical Society Honour Roll May 2014. Dying California redwood tree in La Gerche Gully will be recycled into usable timber to lend provenance to future themed seating. Stump to be carved to life size sculpture of La Gerche.	Round One 2010/11 \$2,000	90	\$5,000
Taking the Waters - 150 Yrs of the Hepburn Mineral Springs Committee *Auspiced by Daylesford Neighbourhood Centre	\$2,000	\$11,900	"Taking the Waters - sing, dance and enjoy your Springs"	Project to complement formal ceremony recognising the 150th Anniversary of the iconic Hepburn Mineral Springs Reserve. Proposing musical extravaganza to showcase the areas local musical talents, to appeal to all ages - classical, folk, jazz, swing to modern. Day to conclude with music & dancing in the Pavilion as was done in the 1920s - 1940s.	N/A	87.5	\$2,000

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Last round funded	Average Score	Recommended Amount
Creswick Theatre Company	\$1,000	\$1,285	Operation Film Night Equipment Upgrade	Need to upgrade audio visual equipment as DVD player has broken and needs replacing. The old part analogue projector requires updating also.	Round One 2009/10 \$472	75	\$1,000
Daylesford & District Historical Society Inc	\$1,000	\$6,560	Showing Off	Install a large glass fronted showcase that will allow the Historical Society to safely and securely display a wide range of objects and memorabilia with in the Museum. Grant will enable purchase of materials so the local Men's Shed organisation will use to construct the 'show case'.	Round One 2013/14 \$500	73	\$1,000
Combined Probus Club of Clunes * Probus South Pacific	\$1,000	\$ 1,187	Purchase Public Address System	Purchase of a public address system to assist people with hearing difficulties. Group confirmed they would be happy to store this at the Neighbourhood Centre to also allow broader community use.	N/A	71	\$1,000

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Last round funded	Average Score	Recommended Amount
Bullarto Public Hall Inc	\$1,000	\$2,192	New Tables for use at Bullarto Public Hall	New tables for use at the Bullarto Public Hall.	Round One 2012/13 \$2,000	68	\$1,000
VISDA Inc. Daylesford Speedway	\$1,000	\$1,890	Purchase Portable Defibrillator	Purchase a defibrillator unit to ensure best possible first aid care for competitors, spectators and our volunteers.	Round One 2008/09 \$500	67	\$1,000
Glenlyon Progress Association Inc	\$1,000	\$1,000	Dedicated Laptop for the Glenlyon District News	The purchase of a dedicated laptop and associated equipment and software to enable the editing of the Glenlyon and District News to be undertaken by several different people.	Round Two 2013/14 \$2,000	62	\$1,000

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Last round funded	Average Score	Recommended Amount
Clunes Tourist & Development Association Inc	\$5,000	\$7,445	Updating Website	Website clunes.org was first community website for Clunes. Badly needs to be redesigned to make it easier for people to find their way around the site.	Round One 2012/13 \$1,000	60	\$2,000

Not Recommended - Community Grants 2014/15 Round One

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Comment
Lee Medlyn Home of Bottles	\$700	\$800	Purchase & Installation 2 Large Ceiling Fans	Acquire and install 2 large ceiling fans to help the air conditioner control and push extra airflow to all parts of the gallery.	As expenditure is on a Council building, this will be funded by Council internally through recurrent funding, rather than through Community Grants.
Woodduck Community Fireguard Group	\$535	\$ 825	Purchase Digital Scanner with Installation Accessories and Programming	Applying to purchase a digital scanner and have it installed and programmed.	No auspice arrangements in place.

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Comment
Bridport Street Community Arts People	\$2,000	\$16,800	Daylesford RSL & Community Centenary Exhibition & Garden Installation	Installation Exterior Exhibition space & garden at South & West wall of Daylesford RSL to mark centenary. Project builds bridges b/t artists, historians, students, community & RSL through joint explorations of war service history. Focus on local community history & participation in war effort. Include series 6 A2 poster frames with 'descriptors' installed Sth Wall - RSL. Also landscape/garden improvements.	Concern around siting of project and whether or not the poster frames will be visible. Recommend that Community and Cultural Development Officer work with group to progress project.
Creswick Urban Food Project - Creswick Community Garden	\$564	\$779	Community Garden Signage	Two signs to assist demarcation and recognition of the space as a community garden in order to discourage theft and invite participation.	Application lacked clarity in how the signage would prevent people stealing from the garden and also attract new users.
Lingbogol Girl Guide Camp Management Committee	\$589	\$589	Vacuum Cleaner for Lingbogol Girl Guides Camp	To purchase a new, heavy duty vacuum cleaner for use at Lingbogol Girl Guide Campsite, North Creswick.	Limited benefit to groups within Hepburn Shire and is equipment that should be purchased through fundraising.

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Comment
Kingston Agricultural Society Inc	\$580	\$ 580	Security Camera	Purchase and installation of a digital surveillance camera at the Kingston Showgrounds.	Unsure about effectiveness as a deterrent of one camera. Recommend to work with this group and others to seek larger grant funding through Department of Justice Community Safety grants.
Daylesford Community Breakfast Club	\$2,000	\$2,300	Daylesford Community Breakfast Club	Trying to feed the community and the needy breakfast one day a week. Breakfast each term for Daylesford Primary School.	Lack of detailed information in application including grant expenditure. Council officers to work with group to further develop application for next round of Community Grants.

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Comment
Creswick Primary School Festival Committee of the Parent Club	\$1,000	\$1,000	Purchase Lighting Board & PA System	Would like to buy and store a lighting board and a PA System for community use. Items to be at the CRWA.	Lack of information provided in grant application
Creswick Parent Club Festival Committee	\$5,000	\$10,030	Theatre at the Festival	Autumn Festival is in its 2nd year. Production to be a theatrical play incorporating enactment of the Patriot Concerts held during WW1, other themes & a talent contest open to all school children in the district. They will be mentored by our performing arts partners who will also perform.	Lack of information provided in grant application

Organisation / Club / Group	Requested Amount	Total Project Cost	Project Name	Project Description	Comment
Friends of Creswick's Park Lake Botanical Reserve Association	\$5,000	\$8,028	Restoration & Maintenance - Creswick's Botanical Reserve "Park Lake"	Project is the completion of the Victorian Section of the Tolhurst Master Planting Plan, to complement work done by Bald Hills-Creswick Landcare Group. Removal of tree stumps & debris, general levelling, sealing central path with stone & granite sand.	Carry over to Round Two 2014/15 Community Grants, to be considered with other sustainability grant applications

11.8. HEPBURN BATHHOUSE AND SPA – BELGRAVIA HEALTH AND LEISURE GROUP
PTY LTD – PROPOSED COMMUNITY PRICING INCREASE
GENERAL MANAGER INFRASTRUCTURE

**COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF
MANAGEMENT FOR THE HEPBURN MINERAL SPRINGS RESERVE.**

*In providing this advice to Council as the Property Officer, I Karen Ratcliffe, have no
interests to disclose in this report.*

PURPOSE

The purpose of this report is to seek Council approval to accept a proposal from
Belgravia Health and Leisure Group Pty Ltd to increase Local Community Based
Pricing at the Hepburn Bathhouse (Bathhouse).

BACKGROUND

The Hepburn Bathhouse Lease with Belgravia Health and Leisure Group Pty Ltd
(Belgravia) contains specific provisions for Local Community Based Pricing and
Service Standards.

A Community Services Agreement (Agreement) effective from 15 September 2008
was executed to cover the Local Community Based Pricing and Service Standards.
This agreement runs concurrently with the main lease of the Bathhouse.

In October 2013, after a request from Belgravia to increase Local Community Based
Pricing for the April 2014 – March 2015 period, Council officers suggested to
Belgravia that it offset the price increase by offering occasional '2 for 1' tokens to
local residents.

At the November 2013 Council Meeting, Council approved Belgravia's proposed
3.2% - 5.9% Local Community Based Pricing increase and agreed to advertise a '2 for
1' offer in *The Advocate* every two months on Council's page.

Local Community Based Pricing increases since the commencement of the lease
have been:

2009 for 2010/11 –	No community pricing increase
2010 for 2011/12 –	Increase of between 5.5% -10%
2011 for 2012/13 –	No community pricing increase
2012 for 2013/14 –	No community pricing increase
2013 for 2014/15 –	Increase of between 3.2% - 5.9% (plus the '2 for 1' offer).

ISSUE/DISCUSSION

Belgravia has proposed a further increase to Local Community Based Pricing effective from 1 April 2015 to 31 March 2016, in conjunction with the '2 for 1' offer to be advertised locally six times per year (bi-monthly). There are no changes proposed to service standards.

The community price increases proposed are between 0%- 4% and when compared to the CPI increase Melbourne (All Groups) of 3%, these price increases are considered reasonable.

Current prices and proposed changes are as follows:

	Current Pricing 2014/15 (\$)	Proposed Pricing 2015/16 (\$)	% Increase
Local community access – Bathhouse	\$12.00	\$12.50	4%
Community 10 Visit Multipass	\$97.00	\$99.00	2%
Hydrotherapy Participant	\$18.00	No increase	0%
Hydrotherapy Pool Hire (including Therapist)	\$21.00	No Increase	0%
Aqua Classes	\$18.00	No Increase	0%
Mums and Bubs Learn to Swim Classes	\$16.00	No Increase	0%

Adopting the Proposed Changes

The current Community Based Pricing Regime is contained within the existing Community Services Agreement. The Community Services Agreement provides that the Community Based Pricing Regime, the Minimum Operating Hours or the Minimum Service Requirement can only be amended in accordance with the procedure set out in clause 10.10 of the lease. This clause requires that an amending agreement be entered into by Council and Belgravia in order to amend any aspect of the Community Services Agreement – in this case, the Local Community Based Pricing Regime.

The Community Services Agreement - Amending Agreement 2015 containing the Local Community Based Pricing increases for the period 1 April 2015 – 31 March 2016 is attached.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Changes in community pricing are provided for within the lease entered into by Council and Belgravia under the *Crown Land (Reserves) Act 1978* and the Agreement.

FINANCIAL IMPLICATIONS

There are no significant financial implications.

RISK IMPLICATIONS

There are no risk implications

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

There are no environmental implications.

Almost 200 '2 for 1' locals tokens have been presented since the beginning of May 2014 which equates to a net saving of around \$2,300 to the local community users of the Bathhouse.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The application and publication of price changes is a matter for Belgravia as the operator of the Bathhouse.

CONCLUSION

In accordance with the Community Service Agreement and the Bathhouse Lease, increases of between 0%- 4% for the 2015/16 period of the community based pricing regime are considered reasonable. '2 for 1' tokens will continue to be offered every two months to local residents.

OFFICER'S RECOMMENDATION

That Council:

- 11.8.1 Agrees to the revised Local Community Based Pricing regime to be introduced by Belgravia Health and Leisure Group Pty Ltd from 1 April 2015.
- 11.8.2 Agrees to advertise a '2 for 1' offer for local residents in The Advocate every two months.

- 11.8.3 Authorises the execution and sealing of the attached Community Services Agreement - Amending Agreement 2015 which includes the revised Local Community Based Pricing regime and '2 for 1' offer details to commence from 1 April 2015.

MOTION

That Council:

- 11.8.1. *Agrees to the revised Local Community Based Pricing regime to be introduced by Belgravia Health and Leisure Group Pty Ltd from 1 April 2015.*
- 11.8.2. *Agrees to advertise a '2 for 1' offer for local residents in The Advocate every two months.*
- 11.8.3. *Authorises the execution and sealing of the attached Community Services Agreement - Amending Agreement 2015 which includes the revised Local Community Based Pricing regime and '2 for 1' offer details to commence from 1 April 2015.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Neil Newitt

Carried.

ATTACHMENT 5 - COMMUNITY SERVICES AGREEMENT – AMENDING
AGREEMENT 2015

Hepburn Shire Council

AND

Belgravia Health and Leisure Group Pty Ltd

**COMMUNITY SERVICES AGREEMENT
AMENDING AGREEMENT 2015**

COMMUNITY SERVICES AGREEMENT – AMENDING AGREEMENT 2015

DATE:

PARTIES

Hepburn Shire Council ABN 76 845 763 535 of 76 Vincent Street, Daylesford, Victoria

Belgravia Health & Leisure Group Pty Ltd ACN 005 087 463 of 20 Longstaff Road,
Bayswater, Victoria 3153

WHEREAS:

A. the Parties entered into a Community Services Agreement (dated 9 September 2008) and by the Amending Agreement (dated 19 November 2013), amended the Community Based Pricing Regime by the insertion of new prices effective from 1 April 2014.

This Community Services Agreement – Amending Agreement 2015 (dated 18 November 2014), amends the Community Based Pricing Regime by the insertion of new prices effective from 1 April 2015.

B. the Community Services Agreement can only be amended or replaced by another document signed by the parties in accordance with Clause 6

C. the Parties have agreed to further amend the Community Based Pricing Regime – ‘Annexure A’ shown in the amended Community Services Agreement (dated 9 September 2008) by the deletion of prices and the insertion of New Prices shown in this Amending Agreement

This Amending Agreement provides as follows:

1. COMMUNITY BASED PRICING REGIME – NEW PRICES AND LOCAL COMMUNITY OFFERS

- 1.1. Local community access to the Relaxation Pool, Spa 1 and Relaxation Pool Change Rooms in accordance with Minimum Service Requirements - **\$12.50***
- 1.2. Hydrotherapy in the Relaxation Pool in accordance with the Minimum Service Requirements - **\$18.00*** entry fee per participant, and a hire fee of the Relaxation Pool of **\$21.00*** per hour (inclusive of the entry fee for the therapist).
- 1.3. Aqua Classes in the Relaxation Pool in accordance with the Minimum Service Requirements - **\$18.00*** per participant.
- 1.4. Mums and Bubs Learn to Swim Classes - **\$16.00*** per participating mum and bub couple.
- 1.5. Community Multi Visit Pass (10 Visits) - **\$99.00***.
- 1.6. A ‘2 for 1’ token to be offered to Hepburn Shire residents (to be advertised locally every two months)

*all prices are inclusive of GST

NB, the fees for Hydrotherapy and Aqua Classes allow participants to enjoy the Relaxation Pool, Relaxation Spa and Relaxation Pool Change rooms after the relevant class.

2. OPERATION OF NEW PRICES

2.1. The New Prices operate from 1 April 2015 and remain in place until the Parties agree to any further amendment.

3. GENERAL

3.1 All other provisions and aspects of the Community Services Agreement dated 9 September 2008 and as previously amended remain operational and unchanged.

EXECUTED as an Agreement on the date above:

THE COMMON SEAL of **HEPBURN SHIRE COUNCIL** was affixed on thisday of 2014 on the authority of the Council and signed by:

Aaron van Egmond
Chief Executive Officer

Cr Kate Redwood AM
Mayor

EXECUTED by **Belgravia Health & Leisure Group Pty Ltd** by being signed by those persons who are authorised to sign for the company:

Signature of director

Signature of director

Full name

Full name

Usual address

Usual address

**11.9. THREE YEAR LEASE RENEWAL – DAYLESFORD MEN’S SHED INCORPORATED
– TO OCCUPY THE MEN’S SHED AT VICTORIA PARK DAYLESFORD
GENERAL MANAGER INFRASTRUCTURE**

**COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF
MANAGEMENT FOR VICTORIA PARK, DAYLESFORD.**

*In providing this advice to Council as the Property Officer, I Karen Ratcliffe, have no
interests to disclose in this report.*

PURPOSE

The purpose of this report is to seek Council approval to renew the three year lease
for the Daylesford Men’s Shed at Victoria Park, Daylesford.

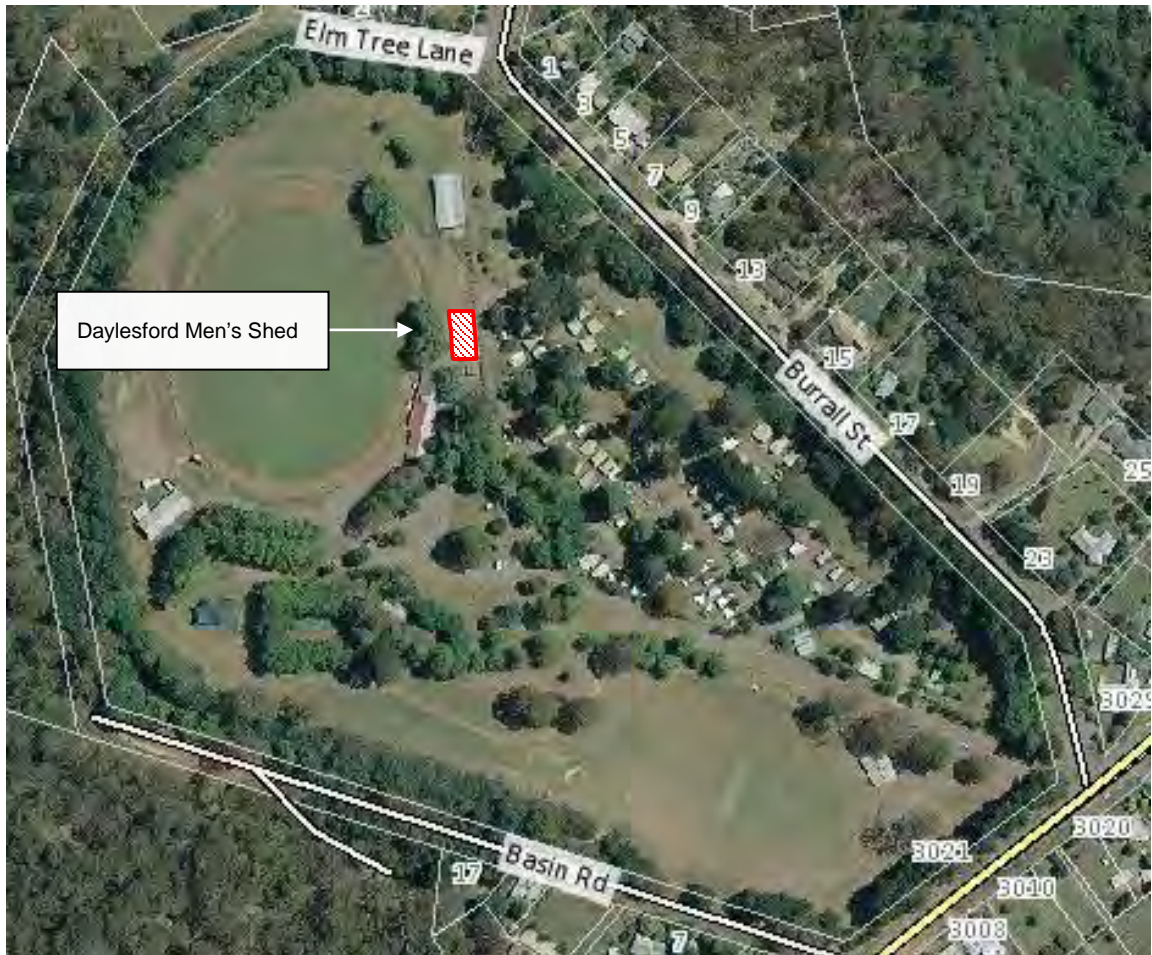
BACKGROUND

Victoria Park, Daylesford, is a Crown land reserve for which Council is the Committee
of Management under the *Crown Land (Reserves) Act 1978*.

In 2011, Daylesford Men’s Shed Incorporated constructed a purpose-built shed at an
agreed site within Victoria Park, Daylesford, with the objective of “enhancing the
well-being of men in the town and surrounding areas”.

Council contributed financially to the project and at the August 2011 Council
Meeting, Council authorised a new three year lease for a portion of Victoria Park,
Daylesford incorporating the Daylesford Men’s Shed commencing 1 July 2011.

Below is a map of Victoria Park, with the leased area for the Daylesford Men’s Shed
shown hatched in red.



ISSUE/DISCUSSION

The original lease granted to Daylesford Men's Shed Incorporated provided that Council may grant a new lease to the tenant provided that the tenant is not in breach of the lease at the time of renewal and that the tenant's performance during the term of the lease has been satisfactory.

As both of these conditions have been satisfied, it is proposed to renew the lease of the site at Victoria Park, Daylesford, to Daylesford Men's Shed Incorporated. The key components of the new lease are:

- Three year term commencing 1 July 2014 with one option to renew for a further three years;
- Rental of \$104 per annum plus GST;
- A standard section 17D Crown land lease to be used;
- Repairs and maintenance at the site are the tenant's responsibility whilst Council is responsible for any items of a capital nature;

- The tenant must submit a risk management plan to Council each year on the anniversary date of the commencement of the lease; and
- The tenant must reimburse Council for all building insurance premiums and deductibles for claims relating to the premises.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

This Lease is granted under the provisions of Section 17D of the *Crown Land (Reserves) Act 1978*. The Minister for Environment and Climate Change, through the Department of Environment and Primary Industries as delegate, will be required to consent to this lease.

Policy # 9: Council Owned & Controlled Property requires that appropriate written occupancy arrangements be in place which support good governance objectives and principles.

FINANCIAL IMPLICATIONS

There are no significant financial implications regarding the renewal of the lease to Daylesford Men's Shed Inc. The annual rental of \$104 per annum plus GST for community based organisations must be paid.

RISK IMPLICATIONS

The lease requires Daylesford Men's Shed Incorporated to hold public liability insurance of \$20m and to submit an annual Risk Management Plan specifically tailored to the address the inherent risks associated with the Permitted Use as set out in the lease.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Hepburn Shire Council recognises that 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 Daylesford Men's Shed Incorporated regarding the proposed renewal of the lease.

CONCLUSION

With the term of the original lease ending, in order to enable continued occupancy a new three year lease for the Daylesford Men's Shed is presented for Council's approval.

OFFICER'S RECOMMENDATION

That Council:

- 11.9.1 Grants a three year 17D Crown land lease to Daylesford Men's Shed Incorporated to occupy the Daylesford Men's Shed at Victoria Park, Daylesford in accordance with the attached lease document.
- 11.9.2 Authorises the Chief Executive Officer and the Mayor to execute and seal the lease for and on behalf of Council.
- 11.9.3 Authorises officers to formally seek Ministerial Consent to the granting of the 17D lease for the Daylesford Men's Shed Incorporated to occupy the Daylesford Men's Shed.

MOTION

That Council:

- 11.9.1. *Grants a three year 17D Crown land lease to Daylesford Men's Shed Incorporated to occupy the Daylesford Men's Shed at Victoria Park, Daylesford in accordance with the attached lease document.*
- 11.9.2. *Authorises the Chief Executive Officer and the Mayor to execute and seal the lease for and on behalf of Council.*
- 11.9.3. *Authorises officers to formally seek Ministerial Consent to the granting of the 17D lease for the Daylesford Men's Shed Incorporated to occupy the Daylesford Men's Shed.*

Moved: Councillor Don Henderson

Seconded: Councillor Bill McClenaghan

Carried.

ATTACHMENT 6 - CROWN LAND LEASE 17D – DAYLESFORD MEN'S SHED
INC

EXISTING IMPROVEMENTS

HEPBURN SHIRE COUNCIL

("Landlord")

AND

DAYLESFORD MEN'S SHED INCORPORATED A0055545Z

("Tenant")

Section 17D Crown Land (Reserves) Act 1978

Lease

(Non Retail)

Premises: Daylesford Men's Shed (Victoria Park, Daylesford)

**DEPARTMENT OF ENVIRONMENT AND
PRIMARY INDUSTRIES**

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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 purposes 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;

Insured Sum means the amount set out in Item 12;

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

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 and listed in Item 15 of Schedule 1 together with any improvements, fixtures, fittings, plant, equipment and chattels on the land at the Commencement Date;

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 Agents 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 mean 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 (excluding if the *Retail Act* applies and prohibits its recovery land tax charged against the Landlord as owner of the Land), 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;

Retail Act means the *Retail Leases Act 2003*;

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 16 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 instalments 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

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 AND MAINTENANCE

6.1 Services

If requested to do so, 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.

6.2 Maintenance

If the *Retail Act* applies and to the extent permitted by the *Retail Act*, the Tenant must reimburse the Landlord on demand for costs incurred by the Landlord in maintaining the Premises in accordance with Section 52 of the *Retail Act*.

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) if the *Retail Act* does not apply, 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 except with the prior written consent of the Minister which is not to be unreasonably withheld but may be given conditionally;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises except with the prior written consent of the Minister which is not to be unreasonably withheld but may be given conditionally;
- (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 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 businesslike 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 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 prospective 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 Landlord 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 any doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs or maintenance to the Premises and the Services, except if the *Retail Act* applies and then only to the extent required by the *Retail Act*;
- (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.
- (c) You must prepare each year a program for your maintenance works (together with estimates of cost) proposed to be undertaken during the next year beginning 1 July and submit a copy of this program to us by the previous 30 January each year.

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 (unless the *Retail Act* applies in which case the Landlord's approval is not required but the contractors and tradesmen must be fully qualified and experienced), 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 Landlord's consent

If the *Retail Act* applies, the Landlord and the Minister will consent to a proposed assignment of the Premises if:

- (a) the Tenant seeks the Landlord's consent in the manner provided by the Act;
- (b) the Tenant is not at the time in breach of this Lease;
- (c) the Tenant proves to the satisfaction of the Landlord that the proposed assignee is a respectable, responsible and solvent Person having the financial capacity and trading experience necessary to enable the Permitted Use to be successfully undertaken and maintained. The Tenant must submit to the Landlord all information reasonably required by the Landlord including:

- (i) at least two references as to the proposed assignee's business experience;
 - (ii) at least two references as to the proposed assignee's financial circumstances; and
 - (iii) a detailed statement of the financial circumstances of the proposed assignee and any proposed guarantor;
- (d) the Tenant arranges for the proposed assignee to execute a deed of assignment of lease:
- (i) to which the Landlord is a party;
 - (ii) in a form approved by the Landlord or its solicitors;
 - (iii) which contains a covenant by the assignee to be bound by the terms of the Lease and unless the Act provides otherwise an acknowledgment by the Tenant that the Tenant is not to be released from its obligations under the Lease;
- (e) if the proposed assignee is a company (other than a company whose shares are listed on the Australian Stock Exchange) then all the directors and shareholders of the company and any ultimate holding company (as defined in the *Corporations Act 2001* (Commonwealth)) of that company must by deed (in a form acceptable to the Landlord) guarantee the due performance by the company of the terms and conditions of the Lease; and
- (f) the Tenant pays to the Landlord all Costs incurred by the Landlord in enquiring as to the respectability, responsibility and solvency of the proposed assignee and of obtaining the approval by the Landlord's solicitors of the documents referred to in this Clause.

12.3 Deemed assignment on change of shareholding

There is a deemed assignment under this Clause if the Tenant is a Corporation (other than an incorporated association) 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.

12.4 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.

12.5 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 the Premises 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 30 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.
- (d) in the event of a claim being made on an insurance policy affected by us pay any excess or deductible amount to which the policy is subject.

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 Officers 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 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 If the Retail Act applies

If the *Retail Act* applies and contains provisions dealing with damage to the Premises, the provisions of the *Retail Act* will apply.

14.2 If the Retail Act does not apply

If the *Retail Act* does not apply or does not contain provisions dealing with damage to the Premises, clauses 14.3 to 14.5 apply.

14.3 Tenant to reinstate Premises

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

14.4 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.3 to reinstate the Premises 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.

14.5 Rent and Rates and Taxes

The Tenant must continue to pay the Rent and the Rates and Taxes even if the Premises 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 passed by the directors 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 and Investments Commission Act 2001*; 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 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;
- (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 to yield up

When this Lease ends the Tenant at its Cost, if required by the Landlord must remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord. If the Landlord does not require the Tenant to remove the Tenant's Improvements those improvements that have not vested in the Landlord by operation of Law will revert to and become the absolute property of the Crown (except for the Tenant's trade fixtures, fittings and chattels) without any payment or compensation.

17.2 Tenant to continue pay rent etc

If the Tenant is required to remove the Tenant's Improvements the Tenant must continue to pay the Rent, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

17.3 Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Land in the demolition and removal of the Tenant's Improvements.
- (b) If the Tenant causes any such damage in the demolition and removal of the Tenant's Improvements, 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.

17.4 Failure by Tenant to remove the Tenant's Improvements

If the Tenant fails to remove the Tenant's Improvements 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) demolish and remove the Tenant's Improvements; and
- (b) without being guilty of any manner of trespass, cause any of the Tenant's property 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 property 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.

17.5 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 property, the cost of demolishing and removing the Tenant's Improvements 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 property 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.

17.6 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.

17.7 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) if the *Retail Act* does not apply, 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 Landlord's option, must execute either a new lease or an extension of lease to be prepared at the direction of the Landlord and at the Tenant's Cost, unless the *Retail Act* applies in which case each party will bear its own costs.

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.

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

PARTIES:

- 1. **THE LANDLORD** whose name appears in Item 1 (Landlord)
- 2. **THE TENANT** whose name appears in Item 2 (Tenant)

Executed on **2014**

Executed by the Landlord:

THE COMMON SEAL of **HEPBURN**)
SHIRE COUNCIL was affixed on this)
day of2014)
 on the authority of Council and signed
 by:

 Aaron van Egmond
 Chief Executive Officer

 Cr Kate Redwood AM
 Mayor

Executed by the Tenant:

THE COMMON SEAL of
DAYLESFORD MEN'S SHED INC
(A0055545Z) was affixed subject to its
 Constitution and Rules in the presence of:

Name: _____
 President

Name: _____
 Secretary

MINISTERIAL ATTESTATION:

Under Section 17D of the *Crown Land (Reserves) Act 1978*, I _____

(insert full name and title)

in the Department of Environment and Primary Industry as delegate of the Minister for Environment and Climate Change 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)

(Date)

SCHEDULE 1

- 1 LANDLORD:** **Hepburn Shire Council ABN 76 845 763 535**
of 76 Vincent Street, Daylesford 3640
- 2 TENANT:** **Daylesford Men's Shed Inc A0055545Z ABN 45 094 128 340** of PO Box 325, Daylesford Victoria Park, Daylesford 3460
- 3 LAND:** Plan "A" in Appendix "A" annexed to this lease situated at Daylesford Victoria Park Recreation Reserve, Ballan Road Daylesford being Part Crown Allotment 8 Section 9C Parish of Wombat and known as the 'Daylesford Men's Shed'.
- The building on the property is approximately 520sqm in area. It is hereby acknowledged that the building was provided by Daylesford Men's Shed Inc, subject to separate funding arrangements, but its ownership reverts to the Crown or Hepburn Shire Council as Committee of Management as the case requires.
- 4 COMMENCEMENT DATE:** 1 July 2014
- 5 TERM:** 3 Years
- 6 RENT:** \$104 + GST per annum payable annually in advance
- 7 PERMITTED USE:** Men's Shed - for the promotion of physical and mental health and well being through skill sharing and companionship; and other uses which are in accordance with your Purposes and Objectives and Rules;
- 8 FURTHER TERM:** One (1) further term of three years
- 9 GUARANTEED SUM:** Nil
- 10 REVIEW DATE(S):** N/A
- 11 NAME AND NOTICE ADDRESS:** **Landlord:**
Hepburn Shire Council
PO Box 21
Daylesford VIC 3460
- Tenant:**
Daylesford Men's Shed Inc
PO Box 325
Daylesford Vic 3460
- 12 INSURED SUM:** \$20 Million

SCHEDULE 2
(RENT REVIEW)

The Landlord may review the annual rent on each Review Date as follows:

- 1 If the *Retail Act* applies and the *Retail Act* provides a mechanism for market rent review, the review will take place in accordance with the provisions of the *Retail Act* and clauses 7, 8 and 9 of this Schedule.
- 2 If the *Retail Act* does not apply or does not provide a mechanism for market rent review, clauses 3 to 9 (inclusive) of this Schedule and the Method of Determination will apply.
- 3 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.
- 4 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.
- 5 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.
- 6 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.
- 7 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.
- 8 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.
- 9 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:

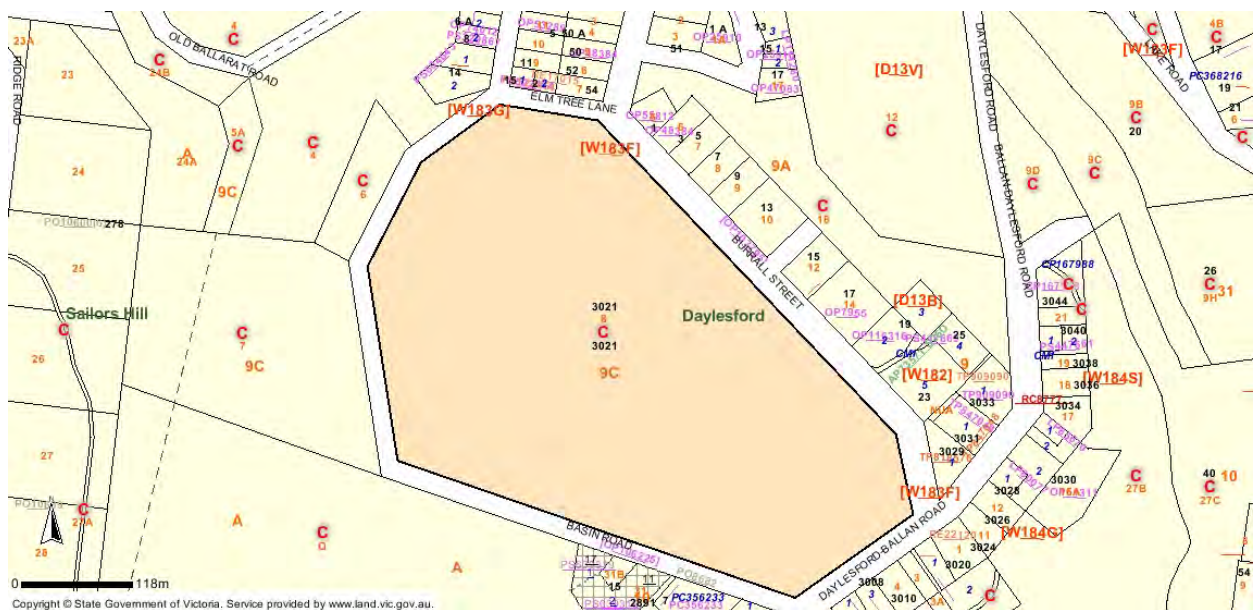
- 1 In determining a new rent for the Premises the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
 - (a) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;

- (b) 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;
- (c) the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value.
- (d) The length of the Term and the period between rent reviews.
- (e) The terms and obligations of the Lease.
- (f) The Permitted Use.
- (g) The rental of comparable premises
- (h) Rents paid to the Tenant under any sub leases or licences

but must disregard the value of any improvements on the Land regardless of who owns those improvements.

ANNEXURE ONE
(PLAN OF LAND – PLAN A)

DAYLESFORD VICTORIA PARK, DAYLESFORD



ANNEXURE TWO

CODE RED FIRE WARNING PROCEDURE

Purpose

This procedure is designed to assist in maintaining the health and safety of Hepburn Shire Council employees during the bush fire season and to minimise the risks to staff either at work or travelling to and from work when weather conditions are such that a fire danger rating of Code Red is issued by the Bureau of Meteorology.

This procedure will also form part of Council's Business Continuity Plan.

Scope

This procedure is enacted when a *Code Red* warning is issued for the Central District only and then applies to all Hepburn Shire staff, contractors and volunteers.

Definitions

Hepburn Shire Council – refers to all Council depots, offices and any other work locations.

Code Red warnings are based on the information provided by the Bureau of Meteorology via the CFA website at www.cfa.vic.gov.au

Procedure

When a Code Red warning is issued for the Central District, all Hepburn Shire Council work locations will close and all services will be suspended in the designated "high risk" townships of Daylesford, Creswick, Trentham and Hepburn Springs from 12 midnight to 12 midnight.

On Code Red days, non-emergency management employees will not attend work in these towns, except staff trained in appropriate emergency management operations; all staff will be paid as normal. Due to travel requirements, all Aged and Disability Care Services will be suspended beyond these towns to all clients across the Shire.

Staff involved in Emergency Management will undertake their roles and responsibilities in accordance with the Emergency Management procedures. On declared Code Red days, Hepburn Shire Council emergency management personnel will be stationed in the Municipal Emergency Coordination Centre (MECC) in readiness for any incidents. Emergency staff will also be able to take calls from community members whilst on standby status.

Staff should take the necessary personal precautions and preparations during the fire season.

On days other than those declared as Code Red for the Central District, staff who due to fire conditions are unable to attend work or who decide to stay and defend their property must advise their manager as soon as practicable. The normal range of leave provisions will apply in these circumstances.

This procedure must be read in conjunction with the Municipal Emergency Management Plan (MEMP).

Responsibilities

The Chief Executive Officer will determine when Hepburn Shire Council will close.

General Managers / Managers / Supervisors will:

- advise staff when Hepburn Shire Council will close as a result of a Code Red warning being issued for the Central District.
- ensure all employees are aware of and adhere to fire ban restrictions
- ensure that all employees are aware of and trained in the fire evacuation procedures
- ensure staff who are working at non office or depot locations have a suitable plan to protect themselves on days of fire risk.

All Staff will

- ensure they do not take undue risk to travel to or from work
- maintain regular checks on emergency radio broadcasts relevant to their area on (ABC radio AM 774 or FM 107.9)
- regularly check the Bureau of Meteorology website <http://www.bom.gov.au> and the CFA website <http://www.cfa.gov.au/index.htm>, especially if there are fires in their area.
- inform their supervisor of any fire risk in their area and if they are unable to travel
- Maintain hydration

**11.10. CLUNES COMMUNITY CENTRE SPECIAL COMMITTEE
GENERAL MANAGER COMMUNITY SERVICES**

In providing this advice to Council as the Recreation Coordinator I Laura Campbell have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council disbands the Clunes Community Centre Special Committee and adopts current fees and charges for the Clunes Community Centre.

BACKGROUND

At its August 2013 Meeting, Council appointed the Cameron Ward Councillor as an ex officio member and Chairperson, members of the community and Council's Recreation Coordinator to the Clunes Community Centre Special Committee.

ISSUE/DISCUSSION

Since August 2013, at the meetings of the Special Committee, members of the committee have been unwilling to take on executive roles. As the Clunes Community Centre Special Committee is unable to operate without community members who are willing to take on executive roles, it is proposed that the Committee be disbanded and that Council staff take over operations of the Centre.

This will include:

- Financial administration;
- Managing bookings; and
- Managing cleaning and maintenance.

The following actions are required to transition the operations of the Clunes Community Centre Special Committee to Council:

- Council to disband the Clunes Community Centre Special Committee and funds to be returned to Council.
- Council to develop Licences for regular user groups.
- A key registry to be developed to sign out keys for bookings, located at the Warehouse - Clunes.
- Fees and charges based on the previous year to be adopted by Council.
- An advertisement to be placed in the Clunes Community News describing the new management arrangements and the process for booking the facility.

For 2014 the following fees and charges are proposed based on the previous year fees set by the Special Committee and Clunes Town Hall fees:

User	Fee / Charge
Clunes Football Netball Club	\$2,400 (annual fee)
Clunes Cricket Club	\$547 (annual fee)
Wesley College	\$2,890 (annual fee)
Rehearsal / Regular User	\$25/hour
Meetings	\$116/hire
Functions	\$136/per hire
Functions with alcohol	\$161/hire
Oval Lights	\$8.20/hour
Insurance Administration Fee	\$50/hire
Key Bond	\$50/hire
Bond for User Group	\$500
Bond for Meeting	\$100
Bond for Function	\$200
Bond for Function with alcohol	\$500

Annual fees for regular user groups will be reviewed and new fees implemented from January 2015.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective - Active and Engaged Communities

Key Strategic Activity:

8. Implement a proactive and planned approach to the maintenance, renewal and upgrade of recreation assets.

FINANCIAL IMPLICATIONS

The Clunes Community Centre Special Committee has been financially responsible for the facility on behalf of Council. Funds currently held by the Special Committee will be transferred back to Council. Council will directly invoice the user groups and use those funds to assist in the maintenance and operations of the facility.

RISK IMPLICATIONS

There are no identified risk implications.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Clunes Community Centre is a well utilised facility that serves several user groups. The provision of organised sporting opportunities assists with health and wellbeing and generates economic activity within Clunes.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Clunes Community Centre Special Committee was appointed in August 2013. Committee members were consulted on the future of the committee without executive members and the committee unanimously agreed that the committee should be disbanded.

CONCLUSION

The inability to fill executive roles on the Clunes Community Centre Special Committee has meant that the Committee is unable to properly function. Disbanding the Committee and putting in place interim measures will allow consideration of the long term management arrangements for the Clunes Community Centre.

OFFICER'S RECOMMENDATION

That Council:

- 11.10.1 Disbands the Clunes Community Centre Special Committee and arranges for funds to be returned to Council.
- 11.10.2 Develops Licences for each regular user group.
- 11.10.3 Adopts the following fees for the 2014 calendar year:

User	Fee
Clunes Football Netball Club	\$2,400 (annual fee)
Clunes Cricket Club	\$547 (annual fee)
Wesley College	\$2,890 (annual fee)

11.10.4 Adopts the following fees and charges for the 2014/15 financial year:

User	Fee / Charge
Rehearsal / Regular User	\$25/hour
Meetings	\$116/hire
Functions	\$136/per hire
Functions with alcohol	\$161/hire
Oval Lights	\$8.20/hour
Insurance Administration Fee	\$50/hire
Key Bond	\$50/hire
Bond for User Group	\$500
Bond for Meeting	\$100
Bond for Function	\$200
Bond for Function with alcohol	\$500

MOTION

That Council:

11.10.1. *Disbands the Clunes Community Centre Special Committee and arranges for funds to be returned to Council.*

11.10.2. *Develops Licences for each regular user group.*

11.10.3. *Adopts the following fees for the 2014 calendar year:*

User	Fee
Clunes Football Netball Club	\$2,400 (annual fee)
Clunes Cricket Club	\$547 (annual fee)
Wesley College	\$2,890 (annual fee)

11.10.4. *Adopts the following fees and charges for the 2014/15 financial year:*

User	Fee / Charge
Rehearsal / Regular User	\$25/hour
Meetings	\$116/hire
Functions	\$136/per hire
Functions with alcohol	\$161/hire
Oval Lights	\$8.20/hour
Insurance Administration Fee	\$50/hire
Key Bond	\$50/hire
Bond for User Group	\$500
Bond for Meeting	\$100
Bond for Function	\$200
Bond for Function with alcohol	\$500

11.10.5. *Writes to the existing committee outlining the changes and thanking them for their contribution.*

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

**11.11. RECORD OF ASSEMBLIES OF COUNCILLORS – OCTOBER 2014
GENERAL MANAGER CORPORATE SERVICES**

n providing this advice to Council as the Governance and Corporate Support Officer, I Mary Dancuk have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to receive and note Assemblies of Councillors.

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.

ISSUE / DISCUSSION

The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be:

1. reported at an Ordinary Meeting of the Council; and
2. incorporated in the minutes of that Council Meeting.

For this purpose, the following records of Assemblies of Councillors are reported:

Assemblies of Councillors		
Date	Location	Committee Name
7 October 2014	Council Chamber, Daylesford	Councillor Briefing
21 October 2014	Newlyn Community Complex	Councillor/CEO Meeting

21 October 2014	Newlyn Community Complex	Pre Council Meeting Briefing
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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

11.11.1 That Council receives and notes the Records of Assemblies of Councillors for the month of October 2014.

MOTION

11.11.1. *That Council receives and notes the Records of Assemblies of Councillors for the month of October 2014.*

Moved: Councillor Sebastian Klein
Seconded: Councillor Bill McClenaghan
Carried.

ATTACHMENT 7 - RECORDS OF ASSEMBLIES OF COUNCILLORS –
OCTOBER 2014

RECORD OF ASSEMBLY OF COUNCILLORS

This record is required under Section 80A of the *Local Government Act 1989*

Title of Meeting: Councillor Briefing
 Date: Tuesday 7 October 2014
 Time: 11:00 am

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify)

Councillors present:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cr Don Henderson | <input checked="" type="checkbox"/> Cr Greg May |
| <input checked="" type="checkbox"/> Cr Kate Redwood AM | <input checked="" type="checkbox"/> Cr Neil Newitt |
| <input checked="" type="checkbox"/> Cr Sebastian Klein | <input checked="" type="checkbox"/> Cr Pierre Niclas |
| <input checked="" type="checkbox"/> Cr Bill McClenaghan - arrived 12:15 pm | |

Members of Council Staff present:

- | | |
|--|--|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | Community & Cultural Development Officer, Kate Gerritsen |
| <input checked="" type="checkbox"/> GM Corporate Services Grant Schuster | Manager Planning, Justin Fiddes |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | Communications Officer, Maria Abate |
| <input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas | Property Officer, Karen Ratcliffe |
| <input checked="" type="checkbox"/> Other, please specify:
Manager Strategic Project Delivery
Manager Community & Economic Development, Adam McSwain | Municipal Building Surveyor, Craig Fletcher |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Cr McClenaghan - Items 1+2	before meeting to 12:15pm

Matters Considered:

Agenda Attached

Name and title of Officer responsible for this written record:

- | | |
|--|--|
| <input type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> GM Infrastructure Bruce Lucas |
| <input checked="" type="checkbox"/> GM Corporate Services Grant Schuster | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |

Signature: *Gr. Schuster 7-10-14*

Note: This form **MUST** be completed by the attending Council Officer and returned immediately to Governance Officer for filing.

CONFIDENTIAL
▶ COUNCILLOR BRIEFING AGENDA
TUESDAY 7 OCTOBER 2014

Tuesday 7 October 2014
Council Chamber, Daylesford Town Hall
11:00am

PRESENT:

Councillors Don Henderson, Kate Redwood AM, Sebastian Klein, Greg May, Bill McClenaghan, Neil Newitt, Pierre Niclas

Officers Chief Executive Officer, General Manager Corporate Services, General Manager Community Services, General Manager Infrastructure and other officers as required

CHAIR: Mayor Cr Don Henderson

APOLOGIES:

No.	Time	Agenda Item		Presenter	No.
1.	11:00am	Presentation	Implementation of Waste Management and Resource Recovery Strategy	General Manager Infrastructure	Page 3
2.	11:30am	Presentation	East Street Railway Bridge Underpass	General Manager Infrastructure	Page 5
3.	12:00pm	Presentation	Public Art Program Update	Manager Community & Economic Development & Community & Cultural Development Officer	Page 6
			Attachment 1		Page 7
	12:30pm	Lunch Break Lunch will be provided			
4.	1:00pm	External Presentation	Residential and Industrial Land Use Review	SED Advisory Nick Byrne	Page 19
	2:00pm	Informal Discussion	<i>(following external presentation)</i>		

No.	Time	Agenda Item		Presenter	No.
5.	2.15pm	Report	Review of The Advocate Page	Communications Officer	Page 21
6.	2:45pm	Report	ChillOut – Memorandum of Understanding	Manager Community & Economic Development	Page 22
			Attachment 2		Page 24
7.	3:15pm	Report	Daylesford Community Gardens – Rae Lands at 42 Raglan Street and the Library Food Garden at 33 Albert Street, Daylesford – Licence Renewals	Property Officer	Page 36
			Attachment 3		Page 38
			Attachment 4		Page 47
			Attachment 5		Page 56
	3.45pm	Break			
8.	4:00 pm	Presentation	Basin Reserve (Daylesford Speedway)	Municipal Building Surveyor	Page 58
9.	4.30pm	Report	Return of Stanbridge Jinker	CEO	Page 59
			Attachment 6		Page 60
10.	4:45pm	Report	Planning Application – Subdivision of the Land into Two Lots – 10 Langdon Court, Daylesford	Manager Planning	Page 62
			Attachment 7		Page 65
			Attachment 8		Page 66
11.	5:00pm	CLOSE OF MEETING			Page 67

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor BILL McCLENAGHAN hereby disclose a conflict of interest in the following matter ITEM 1. IMPLEMENTATION OF WASTE MANAGEMENT & RESOURCE RECOVERY STRATEGY

This matter is being considered at a meeting of

- Council Meeting
- Councillor Briefing
- Special Committee
- Audit and Risk Advisory Committee
- Assembly of Councillors

on TUE 07 OCT 14

The class of the interest is (tick appropriate box)

- a direct interest
- OR
- an indirect interest (see below)

Please select from the following types of indirect interest:

- Indirect interest - close association (section 78)
- Indirect financial interest (section 78A)
- Indirect interest – conflicting duty (section 78B)
- Indirect interest – applicable gift(s) (section 78C)
- Indirect interest – party to matter (civil proceedings) (section 78D)
- Indirect interest – impact on residential amenity (section 78E)

NB All references to sections are references to sections in the *Local Government Act 1989*.

The nature of the interest is as follows:

AS A WASTE MANAGEMENT CONTRACTOR I AM POTENTIALLY AFFECTED BY THE IMPLEMENTATION OF THIS STRATEGY ALBEIT NO MORE THAN ANY OTHER RATEPAYER.

Print Name: BILL McCLENAGHAN

Signed: [Signature]

Date: 07 OCT 14

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor BILL McCLENAGHAN hereby disclose
a conflict of interest in the following matter ITEM 2. EAST ST
RAILWAY BRIDGE UNDERPASS.

This matter is being considered at a meeting of

- Council Meeting
- Councillor Briefing
- Special Committee
- Audit and Risk Advisory Committee
- Assembly of Councillors

on TUE 07 OCT 14

The class of the interest is (tick appropriate box)

- a direct interest
- OR
- an indirect interest (see below)

Please select from the following types of indirect interest:

- Indirect interest - close association (section 78)
- Indirect financial interest (section 78A)
- Indirect interest – conflicting duty (section 78B)
- Indirect interest – applicable gift(s) (section 78C)
- Indirect interest – party to matter (civil proceedings) (section 78D)
- Indirect interest – impact on residential amenity (section 78E)

NB All references to sections are references to sections in the Local Government Act 1989.

The nature of the interest is as follows:

I AM A DIRECTOR OF THE CENTRAL
HIGHLAND TOURIST RAILWAY THAT
LEASES RAILWAY LAND IN DAYLESFORD
INCLUDING THE EAST ST RAILWAY BRIDGE

Print Name: BILL McCLENAGHAN

Signed: [Signature]

Date: 07 OCT 14

RECORD OF ASSEMBLY OF COUNCILLORS

This record is required under Section 80A of the *Local Government Act 1989*

Title of Meeting: Councillor/CEO Meeting
 Date: Tuesday 21 October 2014
 Time: 2:00 pm

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify) – Newlyn Community Complex

Councillors present:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cr Don Henderson | <input checked="" type="checkbox"/> Cr Greg May |
| <input checked="" type="checkbox"/> Cr Kate Redwood AM | <input checked="" type="checkbox"/> Cr Neil Newitt |
| <input checked="" type="checkbox"/> Cr Sebastian Klein | <input checked="" type="checkbox"/> Cr Pierre Niclas |
| <input checked="" type="checkbox"/> Cr Bill McClenaghan | |

Members of Council Staff present:

- | | |
|---|---|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Corporate Services | |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |
| <input type="checkbox"/> GM Infrastructure Bruce Lucas | |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned

Matters Considered:

Agenda Attached

Name and title of Officer responsible for this written record:

- | | |
|---|---|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Corporate Services | |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |
| <input type="checkbox"/> GM Infrastructure Bruce Lucas | |



Signature: _____

Note: This form MUST be completed by the attending Council Officer and returned immediately to Governance Officer for filing.

COUNCILLOR + CEO MEETING

Tuesday 21 October 2014

Newlyn Community Complex

2:00PM

PRESENT: Councillors Don Henderson, Kate Redwood AM, Pierre Niclas, Neil Newitt, Greg May, Bill McClenaghan, Sebastian Klein
CEO, Aaron van Egmond

CHAIR: Councillor Don Henderson

APOLOGIES: N/A

No.	Time	Agenda Item	Presenter
1.	2:00PM	Level and quality of amenities for women at Hepburn & Trentham Sport/Football Ovals – high level overview	Cr Pierre Niclas
2.		Streetscape work across the Shire – overview & next steps	Cr Kate Redwood
3.		Heritage Advisory work – next steps	Cr Kate Redwood
4.		Sporting clubs use of facilities on Council owned property and paying rates on that Council owned property	Cr Greg May
5.		Residential planning permits in farm zone	Cr Don Henderson
6.		Flags and Banners Policy	Aaron van Egmond
7.		"Anzac 100 Ball" overview	Aaron van Egmond
8.		Miss Muddy- Notice of Motion	Cr Don Henderson

RECORD OF ASSEMBLY OF COUNCILLORS

This record is required under Section 80A of the *Local Government Act 1989*

Title of Meeting: Pre Council Meeting Briefing
 Date: Tuesday 21 October 2014
 Time: 3:30 pm 4:00pm - 5:15pm

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify) – Newlyn Community Complex

Councillors present:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cr Don Henderson | <input checked="" type="checkbox"/> Cr Greg May |
| <input checked="" type="checkbox"/> Cr Kate Redwood AM | <input checked="" type="checkbox"/> Cr Neil Newitt |
| <input checked="" type="checkbox"/> Cr Sebastian Klein | <input checked="" type="checkbox"/> Cr Pierre Niclas |
| <input checked="" type="checkbox"/> Cr Bill McClenaghan | |

Members of Council Staff present:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | <input checked="" type="checkbox"/> Other, please specify: |
| <input checked="" type="checkbox"/> GM Corporate Services Grant Schuster | Manager Planning, Justin Fiddes |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | Manager Community & Economic Development, Adam McSwain |
| <input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas | <i>Acting Manager Strategic Asset Management, Steve Millard</i> |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
<i>Nil.</i>	

Matters Considered:

Council Meeting Agenda – Tuesday 21 October 2014

Agenda Attached

Name and title of Officer responsible for this written record:

- | | |
|---|---|
| <input type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> Other, please specify: |
| <input checked="" type="checkbox"/> GM Corporate Services | |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |
| <input type="checkbox"/> GM Infrastructure Bruce Lucas | |

Signature: *Grant Schuster*

Note: This form MUST be completed by the attending Council Officer and returned immediately to Governance Officer for filing.

12. COUNCIL SPECIAL COMMITTEES (SECTION 86)

12.1. MINUTES OF SPECIAL COMMITTEES (SECTION 86) GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Governance and Corporate Support Officer, I Mary Dancuk 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 Committees (Section 86).

BACKGROUND

Special Committees are established by Council under section 86 of the *Local Government Act 1989* and their function and responsibilities outlined in an Instrument of Delegation. Under the Instruments 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 Committees, as provided by the committees over the past month, for your information:

- Minutes from The Warehouse – Clunes Special Committee – 25/09/2014.
- Minutes from the Lee Medlyn Home of Bottles Special Committee – 01/10/2014.
- Minutes from the Creswick Museum Special Committee – 05/10/2014.
- Minutes from the Lyonville Hall Special Committee – Annual General Meeting and General Meeting – 21/10/2014.

These minutes have been previously provided to Councillors under a 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 and reports have been provided for noting.

OFFICER'S RECOMMENDATION

12.1.1 That Council receives and notes the following minutes of Special Committees (Section 86) which have been distributed under separate cover:

- Minutes from The Warehouse – Clunes Special Committee – 25/09/2014.
- Minutes from the Lee Medlyn Home of Bottles Special Committee – 01/10/2014.
- Minutes from the Creswick Museum Special Committee – 06/10/2014.
- Minutes from the Lyonville Hall Special Committee — 21/10/2014.

MOTION

12.1.1. *That Council receives and notes the following minutes of Special Committees (Section 86) which have been distributed under separate cover:*

- *Minutes from The Warehouse – Clunes Special Committee – 25/09/2014.*
- *Minutes from the Lee Medlyn Home of Bottles Special Committee – 01/10/2014.*
- *Minutes from the Creswick Museum Special Committee – 06/10/2014.*
- *Minutes from the Lyonville Hall Special Committee — 21/10/2014.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried.

13. COUNCIL ADVISORY COMMITTEES

13.1. MINUTES OF ADVISORY COMMITTEES GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Governance and Corporate Support Officer, I Mary Dancuk 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

- Audit and Risk Advisory Committee – 08/09/2014.
- Municipal Emergency Management Planning Committee – 18/09/2014.
- Public Art Panel – 10/10/2014.

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

13.1.1 That Council receives and notes minutes of the following Advisory Committees which have been distributed under separate cover:

- Audit and Risk Advisory Committee – 08/09/2014.
- Municipal Emergency Management Planning Committee – 18/09/2014.
- Public Art Panel – 10/10/2014.

MOTION

13.1.1. *That Council receives and notes minutes of the following Advisory Committees which have been distributed under separate cover:*

- *Audit and Risk Advisory Committee – 08/09/2014.*
- *Municipal Emergency Management Planning Committee – 18/09/2014.*
- *Public Art Panel – 10/10/2014.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Sebastian Klein

Carried.

14. CONFIDENTIAL ITEMS

There were no Confidential Items for consideration at the November 2014 Council Meeting.

15. CLOSE OF MEETING

The Meeting closed at 7.45 pm.
