



HEPBURN SHIRE COUNCIL
ORDINARY MEETING OF COUNCIL
MINUTES

TUESDAY 19 AUGUST 2014

DAYLESFORD SENIOR CITIZENS' ROOM
VINCENT STREET
DAYLESFORD

6:00PM

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MINUTES

TUESDAY 19 AUGUST 2014

Daylesford Senior Citizens' Room

Vincent Street, Daylesford

Commencing 6:00PM

CONTENTS PAGE

1.	ACKNOWLEDGEMENT OF TRADITIONAL OWNERS.....	5
2.	OPENING OF MEETING.....	5
3.	APOLOGIES	6
4.	DECLARATIONS OF CONFLICTS OF INTEREST	6
5.	CONFIRMATION OF MINUTES.....	7
6.	NOTICES OF MOTION.....	7
7.	ITEMS OF URGENT BUSINESS.....	7
8.	PRESENTATION OF COUNCILLOR REPORTS	8
9.	PUBLIC PARTICIPATION TIME.....	18
9.1.	PETITION – TO REJECT THE PROPOSED 22 LOT DEVELOPMENT IN MULCAHYS ROAD, TRENTHAM.....	18
9.2.	QUESTIONS.....	20
9.3.	REQUESTS TO ADDRESS COUNCIL	24
10.	STATUTORY PLANNING REPORTS.....	25
10.1.	PLANNING APPLICATION 343, SUBDIVISION OF THE LAND INTO 22 LOW DENSITY RESIDENTIAL LOTS INCLUDING RETAINING A BALANCED LOT OF 11HA AND THE REMOVAL OF NATIVE VEGETATION AT 141 MULCAHYS ROAD, TRENTHAM	25
	ATTACHMENT 1 - SUBDIVISION PLANS – PLANNING APPLICATION 343 – 141 MULCAHYS ROAD, TRENTHAM	57
11.	OFFICERS' REPORTS.....	61
11.1.	PETITION - RESPONSE TO PETITION - OBJECTING TO 'RAVE DANCE PARTIES' BEING HELD AT 439 YANDOIT CREEK ROAD, YANDOIT	61

11.2.	TRENTHAM COMMUNITY FACILITIES – INCREASED COUNCIL SUPPORT	63
11.3.	PROPOSED NEW LOCAL LAW NO 1 – MEETING PROCEDURES 2014... 67 ATTACHMENT 2 - PROPOSED MEETING PROCEDURES LOCAL LAW 2014	72
11.4.	COMPLETION OF FLOOD RECOVERY WORKS AND FINALISATION OF FUNDING ACQUITTALS.....	122
11.5.	EVENTS STRATEGY.....	125
	ATTACHMENT 3 - EVENTS STRATEGY – AUGUST 2014.....	128
11.6.	SWISS & ITALIAN FESTA MEMORANDUM OF UNDERSTANDING.....	137
	ATTACHMENT 4 - MEMORANDUM OF UNDERSTANDING BETWEEN HEPBURN SHIRE COUNCIL AND HEPBURN SPRINGS SWISS AND ITALIAN FESTA INC	141
11.7.	DOUG LINDSAY RESERVE LEASE.....	154
	ATTACHMENT 5 - DRAFT SECTION 17D CROWN LAND LEASE – DOUG LINDSAY RECREATION RESERVE – HEPBURN SHIRE COUNCIL AND DOUG LINDSAY SPORTS AND COMMUNITY FACILITY ASSOCIATION	158
	ATTACHMENT 6 - DRAFT SECTION 17D CROWN LAND LEASE – BODY – DOUG LINDSAY RECREATION RESERVE	175
11.8.	APPLICATION FOR APPROVAL TO OPERATE B-DOUBLE AND HIGHER MASS LIMIT VEHICLES ON LOCAL COUNCIL ROADS	205
11.9.	LEASE RENEWAL OR TRANSFER TO CROWN – COUNCIL OWNED VACANT LAND TO BULLARTO PUBLIC HALL COMMITTEE OF MANAGEMENT	217
11.10.	NEW THREE YEAR LICENCE – DAYLESFORD TABLE TENNIS ASSOCIATION INC TO OCCUPY THE TABLE TENNIS PAVILION AT VICTORIA PARK, DAYLESFORD	220
	ATTACHMENT 7 - SECTION 17(2) CROWN LAND LICENCE – DAYLESFORD TABLE TENNIS ASSOCIATION INC - 1 JULY 2014 - 30 JUNE 2017	223
11.11.	LICENCE RENEWAL – CRESWICK CUBE TO CRESWICK AND DISTRICT RESIDENTS ASSOCIATION (CADRA).....	233
	ATTACHMENT 8 - LICENCE – THE CRESWICK CUBE TO CRESWICK AND DISTRICT RESIDENTS ASSOCIATION INC	236
11.12.	REVIEW OF POLICY 45 – FRAUD PREVENTION POLICY.....	245

	ATTACHMENT 9 - REVISED POLICY 45 - FRAUD PREVENTION POLICY.	247
11.13.	RECORD OF ASSEMBLIES OF COUNCILLORS – JULY 2014.....	258
	ATTACHMENT 10 - RECORDS OF ASSEMBLIES OF COUNCILLORS – JULY 2014	261
12.	COUNCIL SPECIAL COMMITTEES (SECTION 86).....	273
12.1.	MINUTES OF SPECIAL COMMITTEES (SECTION 86).....	273
13.	COUNCIL ADVISORY COMMITTEES	275
13.1.	MINUTES OF ADVISORY COMMITTEES	275
14.	CONFIDENTIAL ITEMS.....	277
14.1.	CLOSURE OF MEETING TO MEMBERS OF THE PUBLIC.....	277
14.2	CONFIDENTIAL - CHIEF EXECUTIVE OFFICER'S PERFORMANCE APPRAISAL - MAY 2013 - 2014	
15.	RE-OPENING OF MEETING TO PUBLIC	279
16.	CLOSE OF MEETING.....	279

AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
19 AUGUST 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.

2. OPENING OF MEETING

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

IN ATTENDANCE: Chief Executive Officer Aaron van Egmond, Acting General Manager Corporate Services Paul Brumby, General Manager Community Services Kathleen Brannigan, General Manager Infrastructure Bruce Lucas, Manager Planning Justin Fiddes, Manager Community and Economic Development Adam McSwain, Manager Strategic Asset Management Grant Schuster, Governance 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

Nil

4. DECLARATIONS OF CONFLICTS OF INTEREST

Councillor Bill McClenaghan declared an indirect Conflict of Interest – conflicting duty in **Agenda Item 9.2 – Public Participation Time – Question 5** as a Director of The Central Highlands Tourist Railway involved with the VCAT Appeal/objections to permit conditions for 211 Wheelers Hill Road, Musk.

Councillor McClenaghan left the meeting at 6:46 pm and returned to the meeting at 6:50 pm. Councillor McClenaghan was absent while this matter was discussed.

Councillor Bill McClenaghan declared an indirect Conflict of Interest – conflicting duty in **Agenda Item 9.3 – Request to Address Council** regarding the Council facilitated community planning process and the work and outcomes of the Bullarto Community Planning Group as a Director of The Central Highlands Tourist Railway. The Bullarto-Lyonville Rail Trail incorporates land leased by The Central Highlands Tourist Railway.

Councillor McClenaghan left the meeting at 6:51 pm and returned to the meeting at 6:58 pm. Councillor McClenaghan was absent while this matter was discussed.

Councillor Don Henderson declared an indirect Conflict of Interest – close association in **Agenda Item 11.1 – Lease Renewal – Creswick Town Hall Caretaker's Cottage to Creswick Railway Workshops Association Inc** as his spouse is the President of the Creswick Railway Workshops Association Inc.

Councillor Henderson left the meeting at 10:10 pm and returned to the meeting at 10:18 pm. Councillor Henderson was absent while this matter was considered.

5. CONFIRMATION OF MINUTES

RECOMMENDATION

- 5.1 That the Minutes of the Ordinary Meeting of Council held on 15 July 2014 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the *Local Government Act 1989*.

MOTION

- 5.1. *That the Minutes of the Ordinary Meeting of Council held on 15 July 2014 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the Local Government Act 1989.*

Moved: Councillor Kate Redwood

Seconded: Councillor Neil Newitt

Carried.

6. NOTICES OF MOTION

Nil

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Don Henderson, Creswick Ward

Councillors visited the small but effective bio-energy plant at Beaufort and this was a fine example of something that we could do in this Shire.

Minister Walsh announced funding for bridge works in Creswick which will be the final stage of flood recovery works.

Mr David O'Brien MLC and myself cut the ribbon to formally open the refurbished facilities at Mollongghip where locals acknowledged Council's contribution to the project and stated their appreciation.

After this I welcomed delegates to the Municipal Association of Victoria (MAV) development weekend to Creswick. They were astounded to hear the rich history of our Shire and some details that are not as well publicised.

The Gold Battery in Creswick will now have story boards to explain the workings of this great piece of our heritage. This was due to a grant obtained from the Federal Government heritage program and the good thing is that it comes at no cost to Hepburn Shire Council.

The opening of *Words in Winter* in Hepburn Springs gave me the opportunity to share a story of an incident that occurred during the depression. My hope is that some of our younger audience saw through the funny side of the story to the real hardship that abounded at that time.

A bit of fun at the Creswick Soccer Club when squares were marked on the oval and people purchased a square in the hope that the cow dropped a pat in their square. The club are using events like this to raise money for lights and is a fine example of self help.

Cr Redwood, the CEO and myself have been meeting with aspiring candidates in the upcoming State elections. The latest was Liberal candidate for Macedon Donna Petrovich. The main topic discussed was waste to energy but other things such as Trentham Hub and other projects were raised.

A packed Daylesford Town Hall heard David Manne, Julian Burnside AO QC and Anna Burke MHR tell of the plight of refugees in detention. The number of people who attended this forum was an indication of the strong feelings of people across the Shire at the inhumane treatment of refugees.

The Daylesford Town Hall is certainly getting a workout. A family day as part of *Words in Winter* was enjoyed by all of those attending. I enjoyed being a kid for the day.

New residents to Australia were given a warm welcome to Australian citizenship and our Shire last week.

A new amenity block was opened at The Railway Goods Shed in Creswick by David O'Brien MLC. This will provide a more useable space for the community to use and came from a grant obtained through *Putting Locals First*. This facility was built by volunteers and involved two disabled toilets and all at no cost to Hepburn Shire Council. Also, a bit of profit for the Shire in building permits so a win all round. The Council's Building Inspector had no difficulty passing the work and it seems that compliance is easy when Australian Standards are applied.

The AGM at Dean Recreation Reserve saw a happy gathering of very positive people on our special committee going about the business of improving the facility. At the moment they have formed a positive relationship with the Newlyn Football Netball Club. The Newlyn ground is getting a rest from training and the group at Dean were keen to assist in any way possible.

Last night the AGM of Daylesford and Hepburn Springs Business and Tourism Association (DHS BATA) was held in the Council Chamber. This gave those who attended the chance to meet with the Councillors who attended and to hold informal discussions. They were appreciative that Council allowed the use of this fine room for their AGM.

COUNCILLOR REPORTS

Councillor Greg May, Creswick Ward

In recent weeks I have attended two significant funding announcements in Creswick: one was back in July for the Creswick Hub project and the other more recently for Stage 2 of flood mitigation works for Creswick.

\$450,000 from the Living Libraries Infrastructure Program plus a \$150,000 contribution from the Hepburn Shire Council will see much needed improvements to Creswick library services as well as building improvements.

Almost \$800,000 for further flood mitigation works will hopefully ensure Creswick residents are more at ease with the onset of heavy rain. Together, these funding announcements total almost \$1.4 million which is a significant input to the Creswick Township and region.

I have also had meetings with Newlyn people and Council officers at the Newlyn Recreation Reserve regarding the building of new netball facilities at Newlyn.

A State Government Football Netball facility grant has been secured for this project along with funding and in-kind input from the Newlyn Football Netball Club. The facility will now include much needed new public toilets to replace the very outdated

and run down existing ones. It is planned to begin construction at the conclusion of the current football/netball season with facilities hopefully ready for the commencement of the next season.

Along with other Councillors and the CEO, I recently inspected a regional bio-energy project in Beaufort. The facility is a 110 kW boiler system housed in a shipping container which burns waste wood chips and heats water for the Beaufort Hospital's hydronic heating system. This is a small but very impressive project demonstrating how bio-waste can practically and efficiently be turned into energy. The system operates on approximately 3.5 tons of wood chips per week and runs at around one fifth the cost of LPG. It is predicted that the hospital's overall heating costs will be reduced by approximately \$34,000 a year.

I would also like to report that recently I have visited my local pub. Now this wouldn't normally be a news-worthy event. Until recently I haven't had a local pub to visit but finally after a very long time, the Swiss Mountain Hotel in Blampied is re-open. As most of you know, there isn't a lot in Blampied; no sporting clubs anymore and no community facilities and so the local pub has a good deal more importance than it might in other places. It provides a meeting place where locals can chat about the week's events or where families can meet for a meal and not have to travel to Ballarat or Daylesford. I'm also pleased that, although the hotel has been changed extensively inside, it has maintained a deal of its rustic rural character. Externally it still looks like the historic old pub that it used to look like but now not like a bombsite which is the way it has looked in recent years.

While listening to ABC local radio recently, I heard a report on how the State Government is planning to sell several closed school buildings. Lyonville school was mentioned but at this point there was no mention of selling the now closed Smeaton Primary School. There is still strong community support for keeping the Smeaton school building and facilities in community hands.

Hopefully with some further media attention on this subject recently, the State Government might see fit not to make any short sighted decisions to sell off this long standing community asset.

On Sunday I attended an environmental forum at the Museum of Australian Democracy at Eureka in Ballarat. Five speakers with diverse backgrounds and interests in the environment addressed the crowd. Subjects including the Landcare Movement, solar energy solutions, the Great Dividing Trail and energy efficient housing were just some on the agenda.

Also during the last month, I have managed a short holiday in Far North Queensland. The Port Douglas Shire is perhaps the youngest shire in Australia having been re-formed at the beginning of this year. In some ways, there are similarities with the Hepburn Shire. A fairly large area geographically, with a small population base and a reliance on tourism, Port Douglas Shire is in fact the most tourism reliant shire in all Australia with 80% of its economic activity being generated by tourism. The area

where few similarities exist, of course, is the weather. While enjoying the winter temperatures of around 26 degrees, the idea of a councillor exchange program occurred to me. During the summer we invite the Port Douglas councillors to Hepburn to escape the oppressive humidity and in the winter the Hepburn councillors escape for a couple weeks to Port Douglas to escape the cold! Food for thought...

Councillor Bill McClenaghan, Holcombe Ward

Over the past month I have attended a number of important events and meetings.

1. On Wednesday 16th July the Glenlyon Recreation Reserve Special Committee met again and they are now planning the erection of their new shed. Works have already commenced on the foundations with volunteer in-kind contributions. They are also getting ready to plant a replacement English Oak tree in the location of a much loved old tree that was seriously damaged in a wind storm and had to be removed. The replacement tree has been grown from a Barkly Street acorn and is already well developed. The Special Committee continues to work hard developing their local reserve.
2. On Monday 21st July I attended the Glenlyon & Upper Loddon Landcare Annual General Meeting and presided over the election of another hardworking committee.
3. On Tuesday 22nd July, I inspected a successful innovative project at Beaufort where a fully automated wood chip fired boiler has slashed the local hospital's hydronic heating costs using dried local wood chips from the Mt Cole forest instead of LPG.
4. On Monday 28th July, I attended the very last Board Meeting of the Highlands Regional Waste Management Group in Ballarat. This group ceased to exist on 1st August. The new amalgamated group called the Grampians Central West Waste and Resource Recovery Group covers an immense area, about one third of the state in size, from Bacchus Marsh to the South Australian border. The new Group has now been constituted with four Councillor Directors (two from the former Highlands Group) and another four "skills based" Directors, one an air traffic controller and another being a former Chair of the Highlands Group. Shires in the west of the area covered are already noting the heavy weighting of the Board to the east of the region, its Ballarat centric orientation and the total lack of gender balance.

5. On Friday 1st August, I attended the second Local Government Regional Waste Forum in Ararat. This Forum is the conduit between the member Councils and the new amalgamated Waste Management Board and is a great information sharing body with Councillors, Officers and Board Members able to meet together.
6. Last evening, I attended the AGM of Daylesford and Hepburn Springs BATA before having to leave and attend my monthly Ward Meeting.

And lastly Mr. Mayor, I too attended a newly re-opened local pub recently; this one at Newlyn. Here you get a good feed on a regular sized plate for a very reasonable price instead of a small amount on a large plate at an even larger price.

Councillor Pierre Niclas, Birch Ward

12/08/2014

The children of Hepburn Kindergarten were the lucky recipients of a great gift from Senator John Madigan, Senator for Victoria, that gift being a set of six brand new chairs and tables specifically designed to fit 3 - 4 year olds - something that this Kindergarten has been sadly missing from its opening day many years ago.

This simple but fantastic donation was only possible thanks to Senator Madigan's Grants for Schools program which is fully funded thanks to his forfeiting of his last annual pay increase.

Senator Madigan has also helped out our local Daylesford Secondary College through this grant program by providing the school with brand new scaffolding equipment to enable the young people of that school to use the equipment as part of their work safety program.

I would like to publicly thank Senator Madigan for his very kind support of our young people and hope that politicians of all other persuasions take on this example – especially in this election year.

18/08/2014

As reported by our Mayor, Crs Redwood and McClenaghan, our CEO and many Council officers and myself attended the 2014 Daylesford and Hepburn Springs Business and Tourism Association (DHS BATA) AGM this time held at Daylesford Town Hall, in the main Council Chambers.

Unlike recent years, this AGM was very well attended with great representation of existing members as well as a good group of potential new members.

I am very pleased to convey to Councillors that the relationship between this Council and DHS BATA has been growing positively over the last year or so and it is my hope

that this will continue to develop as Council's goals in the area of Economic Development can only be achieved through the positive engagement of this critical group and other business and commerce groups throughout this Shire.

I would like to quickly congratulate the newly re-elected (for the third time) Chairperson, Ms Robyne Head and her new committee and wish them all the best for the coming year.

Month of August

I have continued to attend on-going meetings of the Hepburn Mineral Springs Reserve 150th Celebration Committee and although there is much I would like to report tonight, I would only like to make sure that everyone locks in the important date of 28th March 2015 as this is the date that we will celebrate the reserves 150th anniversary - lock it in everyone.

Councillor Kate Redwood AM, Birch Ward

In general local government, like other levels of government, moves slowly. There are good reasons for this – budget processes, procurement processes, the orderly management of work priorities. This can be very frustrating for a councillor – but every so often there is a reason to look back over the last year and contemplate what has been achieved – and this month the reason to review was the CEO's performance appraisal. Over the last 12 months much has happened, projects progressed, core services delivered, crises addressed, and overall Council continues to improve its performance. Well done Mr van Egmond.

While the combined councillor review of the performance of its one employee was probably the most important activity for the month, there's been quite a diversity of activities. These are listed below.

Outside the usual Councillor Briefings and regular Tuesday meetings, I have attended the following:

- 17/07/2014 Meeting with Hepburn residents re the Hepburn Mineral Springs Reserve caretaker's cottage
- 22/07/2014 Visit to Beaufort to view the bio-energy project
- 23/07/2014 Further meeting re Hepburn Mineral Springs Reserve caretaker's cottage
- 24/07/2014 Attended the announcement of funding for further flood mitigation works for Creswick
- 24/07/2014 International Women's Day Advisory Committee meeting which considered possible guest speakers for 2015, ways to progress the quilt project, issues re selection criteria for the Heather Mutimer

- Honour Roll for Women, and the possibility of an award for young women
- 25/07/2014 Public Arts Panel meeting in Creswick
- 25/07/2014 Meeting with Robyne Head, President Daylesford and Hepburn Springs Business and Tourism Association and Bruce Lucas, General Manager Infrastructure re banner brackets
- 01/08/2014 Guest speaker at the opening of a new exhibition at the Creswick Museum on the outbreak of World War 1 and the Red Cross
- 01/08/2014 Attended the opening of *Words in Winter*
- 06/08/2014 Represented the Mayor at a forum held by Dandenong City Council regarding support for asylum seekers in the community
- 07/08/2014 Meeting with the Mayor and CEO with Liberal candidate for Macedon, Donna Petrovich re bio-energy projects
- 07/08/2014 Meeting with Vicki Adamson and the Principal of Daylesford Secondary College re an award for young women
- 09/08/2014 MC for a forum held in the Daylesford Town Hall regarding asylum seeker policy
- 11/08/2014 Site visit to Mulcahys Road, Trentham regarding the planning application for subdivision
- 14/08/2014 MC for Hepburn Shire Council Australian Citizenship ceremony
- 18/08/2014 Daylesford and Hepburn Springs Business and Tourism Association AGM.

Councillor Neil Newitt, Cameron Ward

Councillors, I wish to report on a number of meetings this month.

Words in Winter

Clunes opened the program with the Clunes Arts Group exhibition attracting over \$800 in sales during the 2 weeks. Held through August, there are around 40 events held just in Clunes alone with many events held throughout the Shire and in nearby towns just out of the Shire.

Victorian Tourism Industry Council

I also represented Council by attending the gala dinner of the Victorian Tourism Industry Council's (VTIC) 14th Victorian Visitor Information Centre Summit in Sunbury. Managers from the states Visitor Information Centres attended the conference, with many electing to take the familiarisation trip that toured the Hepburn Shire.

I had the opportunity to speak at length to VTIC's CEO, Dianne Smith. We discussed the unique opportunities for this region given our close distance not only to Melbourne, but the large population bases of Ballarat, Bendigo and Geelong. I spoke of my commitment to tourism for this region as a way of developing regional growth. Fortunately, State Government also acknowledges that for many people, they will only move here after they have experienced it as a visitor.

Children's Booktown

Further details have emerged for this year's Children's Booktown to be held over the weekend of 31 October and 1 November.

This year, the festival will be held as a stand-alone event – an addition to the May Booktown Festival.

Thirteen Australian children's authors and illustrators (who have 1,100 published books between them) will conduct more than 30 talks and workshops for kids aged between 5-12 years.

There will be a Children's Village of Lost Trades where children will see traditional artisans at work and talk to them about what they do.

There will be an ANZAC Exhibition of original illustrations by Australian children's book illustrators with the opportunity for kids to meet and talk to them and see their work.

There are specific challenges around holding events for children and I am sure Council will work closely with the organisers to see the safe running of this event. Friday 31 October will be for schools, with Saturday 1 November open to all.

It is encouraging to see this sort of expansion of the original Booktown festival which started eight years ago as a one day event and now includes author talks and workshops all year round.

Councillor Sebastian Klein, Coliban Ward

Other than missing the excursion to Beaufort Hospital to look at the new biomass boiler, it has been a month of joining dots between needs and provision within the community.

My absence was in order to meet, on behalf of the Victorian Local Governance Association (VLGA) and along with representatives from the Victorian Council of Social Services and the Council of Churches, with the Treasurer of Victoria, Michael O'Brien regarding the extension of Electronic Gaming Machine licenses. Our view being that there should not be, as explored by a recent State Government consultation, an extension of the current licenses from ten years to 22 years with only three years having elapsed.

I helped set up a meeting with a local resident, Rae Pfeiffer and Cr Redwood, in order to assist her in her mission to care for and rehouse animals throughout the Shire by assisting her to contact animal owners and to get animals desexed.

I also attended the refugee discussions at the Daylesford Town Hall with the Daylesford Branch of the Australian Labor Party. It is an issue I confess I have put too little thought into, but it does strike me that, regardless of the broader debate, there is something fundamentally wrong with locking children and vulnerable women, let alone any human being in what is essentially conditions worse than a prison - named by some as concentration camps. I met and had a chance to have a beer with Mohammed, who has been declared a refugee by our own laws and who described his ongoing representation to relevant government officials, including details of an extended period of torture for a number of months back home.

Merv Keating, the proprietor of the Savoia Hotel, took the opportunity while I met with Mohammed, to tell me of the vital need for a public park in Hepburn. I informed him that it was his ward Councillors' role to bring this idea to Council but that I would support them in the pursuit of more amenable public space in Hepburn.

I attended the Citizenship ceremony last week here in use town hall where it was great to meet our newest Aussies from New Zealand, Malaysia, Nepal, China and elsewhere.

I also hosted the first of two open meetings with residents onsite at the Trentham Mechanics Institute to talk about the proposed community hub. I noted that the Committee of Management has been struggling for members for many years and that they have found it difficult to raise and maintain the levels of funding to prevent the building to degrade over time. I explored the five years' of work that has gone into identifying the needs of the community, including the Community Facilities Audit and the appraisal of the building's condition. I pointed out that Council is willing to take on responsibility for the facility as a multi-purpose institute that reinvigorates the original purpose as a place of learning and as a mechanics institute. Finally, I pointed out that the Committee of Management itself, generations of whom have fought to keep the doors open and the elements out of this facility for decades, had opted to start again from a fresh slate in order to achieve the best area and number community uses.

Finally, the VLGA has released its draft Action Plan for the state election. The draft Action Plan includes autonomy of governance for local government (to set rates), and to revise the framework for community governance through a re-write of the Local Government Act and to protect local government viability by lobbying for recognition of local government in the constitution and to return indexation of the vital Commonwealth assistance which funds around half of our works, alleviating the pressure on rates. I encourage all Councillors to make a contribution to the draft and hope to bring it before Council for a decision as our delegate.

I attended a number of other functions in this period to be included in my written report:

- Meeting with Planning Minister Guy
- Victorian Local Governance Association Resource and Finance Committee meeting
- Trentham Forum meeting x 2
- Timor Leste Conference Launch
- Rate equity follow up meeting with CEO and General Manager Community Services
- Attended the Lions Club Dinner with guest speaker Patricia Collocott from Hepburn Health Service
- Met with RMIT honours student Michael Alexander regarding community governance and the role of Hepburn Wind in our Shire
- *Words in Winter* - Sustainability tales, Trentham Bush Poetry.

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 Greg May
Seconded: Councillor Pierre Niclas
Carried.

9. PUBLIC PARTICIPATION TIME

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

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

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

Questions 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 – TO REJECT THE PROPOSED 22 LOT DEVELOPMENT IN MULCAHYS ROAD, TRENTHAM

SUMMARY

Council has received a Petition with 41 signatures with an additional 14 signatures tabled at tonight's meeting totalling 55 signatures from local residents which states:

'Developers I & C Goudie are proposing a 22 Lot Development at 141 Mulcahys Road. We object to the size of this development because:

- it is **out of character with the rest of the road and a rural township**, and sets a precedent for urban sprawl in Trentham.
- it is **too far from the town centre** for a large development and **too dangerous** with no footpaths, bikepaths or street lights.
- it is a **high fire hazard area**, and **there is only one exit from the road**.
- it makes **no provision for protection of wildlife** in the area.

To the Hepburn Shire Council Planning Department

We, the undersigned, call on the Hepburn Shire Council to reject the proposed 22 Lot Development at 141 Mulcahys Road, Trentham.'

RECOMMENDATION

That Council:

- 9.1.1 Receives the petition requesting the Hepburn Shire Council to reject the proposed 22 Lot Development at 141 Mulcahys Road, Trentham and that the petition lay on the table for one month.
- 9.1.2 Advises the head petitioner of the outcome of Agenda Item 10.1 following the Ordinary Meeting of Council on 19 August 2014.

MOTION

That Council:

- 9.1.1. *Receives the petition requesting the Hepburn Shire Council to reject the proposed 22 Lot Development at 141 Mulcahys Road, Trentham and that the petition lay on the table for one month.*
- 9.1.2. *Advises the head petitioner (Mr Robert van den Helm) of the outcome of Agenda Item 10.1 following the Ordinary Meeting of Council on 19 August 2014.*

Moved: Councillor Pierre Niclas
Seconded: Councillor Sebastian Klein
Carried.

9.2. QUESTIONS

Question 1: From Mr Gary McIntosh
Chair
Bullarto Community Planning Group

Regarding Council owned old public tennis court land adjacent to Bullarto Hall

Very old survey maps of Bullarto Township show CA7 SEC6 Bullarto was zoned as the 'recreation reserve' being a central, high and dry, sunny 3 acre allotment having a northerly aspect and having two access roads, one to the eastern boundary and one to the western (see attached map).

Over the last 25 years, 13 new dwellings have been constructed in the Bullarto Township zone. Five of these dwellings are two storey residences. A fourteenth new dwelling is currently planned. These are all within 500 metres of the Bullarto Hall in the Township Zone.

Unfortunately the old 'recreation reserve' no longer exists but is now a private property including a residence (see 20 Fiddlers Lane in attached photos).

Considering the new and future needs of the developing and expanding Bullarto Township, and the further developments of the Bullarto Station precinct redevelopment project, and the Bullarto to Lyonville Rail Trail project, and the new community facilities for Bullarto project, **will Council consider reserving and protecting the last remaining available Council owned land in Bullarto Township, that is the old public tennis court land, as a much needed small 'recreation reserve' for the local and broader community?**

Answered by Mayor Councillor Don Henderson

The lease renewal of Council owned land in Bullarto is on tonight's Council Meeting Agenda at Item 11.9.

Question 2: From Ms Gayle Walker
Secretary
Bullarto Community Planning Group

Regarding the Bullarto Community Planning Group, the DEPI appointment process for the Bullarto Hall Committee and Council owned vacant land in Bullarto Township- Agenda item 11.9

DEPI prefers Hall Committees of Management to have a long association with the relevant Hall being managed where possible. It is therefore highly improbable that should Planning Group members be voted in as a majority of the Hall Committee at some future date that DEPI would allow that occur.

DEPI has overturned such elections before, the most recent being in Blackwood where the 9 member elected "Crown Reserves Committee of Management" was overturned in favour of a DEPI appointed committee.

It is therefore unrealistic that the Planning Group will ever have a majority or effective voice on the Hall Committee.

Furthermore, it is entirely inappropriate to suggest the Planning Group, which was established following Council facilitated community strengthening meetings, needs to get voted onto the Hall Committee to have a voice in community affairs. Is it the intention of Council to wind up the Community Planning Group as Option 2 would give us no voice whatsoever?

The Community Planning Group has already compromised significantly, removing a BBQ from proposed new community facilities and simply wishes shared use of vacant Council land as per the old lease conditions.

Will Councillors please discuss Option 1 at agenda item 11.9 in detail and disregard Option 2 as being completely untenable as this latter option would completely disenfranchise the Community Planning Group and many other residents of Bullarto for all the reasons stated above?

Answered by Mayor Councillor Don Henderson

Council will consider these options at Agenda Item 11.9.

**Question 3: From Mr Don Harvey
 Committee Member
 Bullarto Community Planning Group**

Regarding the Bullarto Community Planning Group and the DEPI appointed Bullarto Hall Committee – Agenda item 11.9

The Community Planning Group has 28 local members representing 19 families. 13 members live within the Bullarto Township zone within 500 metres of the Hall.

The Hall Committee has 9 members, 6 members having the same surname. 5 members, that is the overall controlling majority of the Hall Committee, are from ONE 'family relationship'.

The Community Planning Group is aggrieved that the Hall Committee is controlled and dominated by one family group and does not represent the interests of the expanding Bullarto community.

The Hall Committee have stated that they want the old public tennis court area free of community facilities and reserved for their private functions.

This is completely CONTRARY to the 'DEPI Committees of Management Responsibilities and Good practice Guidelines May 2014'that states:

The community is a committee of management's main client group. A good relationship with the community is an important part of ensuring that a reserve is used, enjoyed, appreciated.

and developed by all. Good communication plays an important part of a good relationship between the committee and the community.

Additionally, it is CONTRARY to condition 7 of their expired lease agreement with Council that states in part that: "You must allow and encourage the use of the property by the public and other clubs and associations...."

Finally the makeup of this committee is CONTRARY to Council's commitment to 'ensuring that the diversity of our committees represents the diversity of our communities'.

Will Council ensure that the land NOT be transferred to DEPI for the Hall Committee to manage and that it remain as Council owned land as gifted by the Bullarto Tennis Club for all the above reasons?

Answered by Mayor Councillor Don Henderson

Council will consider these options at Agenda Item 11.9.

Question 4: From Ms Mary Harvey
Deputy Chair
Bullarto Community Planning Group

Regarding the expired lease and overholding arrangement – Agenda item 11.9

Will Council confirm that the overholding arrangement that has recently been automatically and inadvertently invoiced by Council as 'an oversight' to the Bullarto Hall Committee and subsequently paid (for the sum of \$10 + GST) can be cancelled at any time by Council as stated in writing by Council's property officer?

Did this automatic invoicing also occur in 2013?

Answered by Mayor Councillor Don Henderson

Council acknowledges that the annual invoicing during the 'over holding' period of the land is an automated arrangement as it is for many of these leasing and licensing agreements to streamline the process. The issuing of this particular invoice could have been withheld whilst the long term lease arrangements were being finalised, however during the over holding period of the lease agreement, the tenure can still be cancelled by Council by giving one month's notice. If this were to occur the Hall Committee would receive a pro-rata refund.

Councillor Bill McClenaghan declared an indirect Conflict of Interest in this question and left the meeting at 6:46 pm.

Question 5: From Ms Eleonore Pierson, Musk

Dear Mr van Egmond

I wrote to you on 2/07/14 with questions re Blackmount, Musk Springwater, VCAT, broken curfew, etc, etc.

I have to date received no answers or acknowledgement of my letter. I presume you received it.

Since I wrote there have been more tankers outside the hours set by VCAT. The latest on Sunday 17/08/2014 at 11:10 pm when 2 tankers followed each other up Wheelers Hill Road. Is Council doing anything?

Answered by Mayor Councillor Don Henderson

Council attended the Victorian Civil and Administrative Tribunal (VCAT) on Thursday 10 July 2014 in relation to a combined planning application for review and planning enforcement proceedings in relation to the activities on the land at 211 Wheelers Hill Road, Musk.

At the hearing, the VCAT member postponed the planning enforcement proceedings until an order (decision) is handed down by VCAT on the planning application appeal. The reason for doing this is that any changes to conditions that the landowner is seeking may alter the outcome of the enforcement proceedings.

Council is waiting for a VCAT decision on the planning application for review, after which the planning enforcement matter, including any breaches of conditions can be dealt with.

The Manager Planning will ensure that a letter is sent to the landowners seeking compliance with the conditions set by VCAT in relation to the hours of operation.

Councillor Bill McClenaghan returned to the meeting at 6:50 pm.

Councillor Bill McClenaghan declared an indirect Conflict of Interest in the Request to Address Council and left the meeting at 6:51 pm.

9.3. REQUESTS TO ADDRESS COUNCIL

Members of the Bullarto Community Planning Group addressed Council regarding Agenda Item 11.9, the Council facilitated community planning process and the work and outcomes of the Bullarto Community Planning Group, in particular the provision of community facilities and a meeting place for Bullarto.

1. Gary McIntosh, Chairperson
2. Mary Harvey, Deputy Chair

Councillor Bill McClenaghan returned to the meeting at 6:58 pm.

10. STATUTORY PLANNING REPORTS

10.1. PLANNING APPLICATION 343, SUBDIVISION OF THE LAND INTO 22 LOW DENSITY RESIDENTIAL LOTS INCLUDING RETAINING A BALANCED LOT OF 11HA AND THE REMOVAL OF NATIVE VEGETATION AT 141 MULCAHYS ROAD, TRENTHAM

CHIEF EXECUTIVE OFFICER

In providing this advice to Council as the Planning Coordinator, I Louise Johnston have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to determine the application to subdivide the land into 22 low density residential lots including native vegetation removal at 141 Mulcahys Road, Trentham.

BACKGROUND

The application was received on the 17/12/2013 for the subdivision of the land into 22 lots, including retaining a balanced vegetated lot of 11ha. The application was amended on the 6/06/2014 to include native vegetation removal and the lots were reconfigured to minimise vegetation removal.

The land falls within the Low Density Residential Zone (LDRZ) and is subject to an Environmental Significance Overlay – Schedule 1 (ESO1) and a Bushfire Management Overlay (BMO).

The subject site has a 423m frontage to Mulcahys Road and is 24ha in size. The land contains a weather board cottage located within proposed lot 11. Native vegetation covers a large proportion of the site, approximately 16ha. The proposed 22 lots are generally located within the cleared area of the site, being located on the Mulcahys Road frontage. Access to the lots is via Mulcahys Road (two lots), a new internal road (seventeen lots) and Feeleys Lane (four lots). The 22 lots range in size from 2001sqm to 3.41ha and contain building envelopes.

The application was advertised and 20 objections have been received.

The application was referred to Coliban Water, Country Fire Authority (CFA), Powercor and Telstra pursuant to Clause 66 of the Hepburn Planning Scheme. All gave conditional consent to the proposed subdivision. The application was referred to Council's Engineers who also gave conditional consent to the proposed subdivision.

ISSUE/DISCUSSION

State and Local Policy

State and Local Planning Policy encourage new development within township areas where infrastructure and services are available. The Municipal Strategic Statement (MSS) seeks to consolidate development in existing urban areas and increase dwelling density while ensuring new development contributes to the neighbourhood character.

The subject site is located within the defined urban growth boundary on the Trentham Structure Plan where development is encouraged to achieve a more compact township form, in line with Clause 11.02-3 Structure Planning and Clause 22.07 Settlement.

The subdivision has been designed to minimise native vegetation removal from the site and is considered to provide a subdivision pattern and layout that is consistent with the existing development in this section of Mulcahys Road.

The subdivision provides a range of lot sizes to suit a variety of dwelling and household types in accordance with Clause 15.01-3 Neighbourhood and Subdivision Design. The site is located close to the Trentham Township and is serviced by a sealed roadway.

Clause 13.05 of the State Planning Policy Provisions refers to Bushfire and includes in its strategies to:

- Prioritise the protection of human life over other policy considerations in planning and decision-making in areas at risk from bushfire.
- Ensure the risk to existing residents, property and community infrastructure from bushfire will not increase as a result of future land use and development.

Clause 22.01, Catchment and Land Protection and Clause 21.09, Environment and Heritage includes in its key issues the protection of water quality and significant vegetation in any development proposals. The proposal achieves these key issues as the subdivision would provide reticulated water and sewerage and has been designed to locate development to minimise the loss of remnant vegetation.

The submission of the Bushfire Management Statement has demonstrated compliance with the requirements of the BMO and achieves the above strategies for bushfire protection. The CFA has given conditional consent to the subdivision.

Zoning and Overlay Provisions

The purpose of the Low Density Residential Zone is to provide for low density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

The decision guidelines of the LDRZ, apart from those contained in Clause 65, are to consider:

- The State Planning Policy framework and the Local Planning Policy framework, including the Municipal Statement and local planning policies.
- The protection and enhancement of the natural environment and character of the area including the retention of vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity, gas and telecommunications.
- In the absence of reticulated sewerage, the capability of land to treat and retain waste water.

Clause 32.03-3 of the LDRZ allows for subdivision down to 2000 sq metres where lots can be connected to reticulated sewerage.

Coliban Water has conditionally consented to the proposed subdivision and requires that all lots are connected to reticulated sewerage and water. The proposed subdivision has limited the removal of native vegetation and is located outside the protected vegetated areas as designated on the Trentham Township Structure Plan (Clause 21.05 'Settlement and Housing').

The proposal is considered to achieve the objectives and outcomes of the ES01 & BMO. The site will be connected to reticulated water and sewerage.

The proposal will meet the objectives of the BMO. The applicant submitted a Bushfire Management Statement that satisfied objectives of the BMO. The CFA has given conditional consent to the subdivision.

Particular Provisions

A contribution of 5% of the value of the land must be made for the purposes of public open space in accordance with Clause 52.01 of the Hepburn Planning Scheme and Section 18(1) of the Subdivision Act 1988.

The land is not located an area of cultural heritage sensitivity, therefore a Cultural Heritage Management Plan is not required to be provided.

Native vegetation removal is required pursuant to Clause 52.17 of the Hepburn Planning Scheme. The subdivision has been designed to avoid and then minimise native vegetation removal in accordance with Clauses 12.01-1 'Protection of Biodiversity' and Clause 12.01-2 'Native Vegetation Management'.

The total area of the subject site is 24 ha, of which 16 ha is covered in native vegetation. The application seeks to remove 1147sq metres of native vegetation, which is less than 1% of the existing native vegetation. Vegetation removal is required to achieve a safe and defensible outer zone for bushfire protection.

The subdivision has been designed to restrict lots to the existing cleared areas of the site. The lots are located outside the protected vegetated areas as designated on the Trentham Township Structure Plan (Clause 21.05 'Settlement and Housing').

Building envelopes will be required to be registered on title, restricting the development of future dwellings to ensure no additional vegetation removal is required.

No referral is triggered to the Department of Environment and Primary Industries (DEPI), however conditions have been included requiring appropriate offsets in accordance with state planning provisions - Clause 12.01-2 Native Vegetation Management.

A biodiversity report has been developed using the Native Vegetation Information Management (NVIM) tool. This tool generates the required offset (vegetation offset) and has identified vegetation removal meeting the low risk threshold. The applicant/landowner will be required to secure the offset through a permit condition prior to the removal of any native vegetation. At this location, native vegetation removal of this size is not expected to have a significant impact on the habitat of any rare or threatened species.

Objections

The application has been advertised pursuant to Section 52 of the Planning and Environment Act, 1987, by placing a notice in the local newspaper, a notice on the site and by sending letters to adjoining and adjacent owners and occupiers. As a result, 20 objections have been received which can be summarised below. Each point is addressed in italics:

- The density of lots is too high and the subdivision does not reflect or respect the neighbourhood character and amenity of the area.

The proposed subdivision meets the minimum lot size in the LDRZ. While the lot sizes would be smaller than those immediately adjoining the subject site, it is considered that the proposed lots have responded to the layout of the site, maintaining the subdivision pattern along the Mulcahys Road frontage, and being able to retain established vegetation on the land.

All lots contain a building envelope to occupy a dwelling and maintain the front setbacks existing along this streetscape, provide side and rear setbacks and are orientated to maximise solar access. Ample opportunity exists for landscaping within the set back areas that can further contribute to the amenity of the subject site.

- The subdivision does not achieve bushfire protection measures.

The Applicant submitted a Bushfire Management Statement. The CFA has given conditional consent to the subdivision.

- Rural residential development should be located in areas to avoid or minimise any adverse impact on the environment, native vegetation and biodiversity of an area.

Limited vegetation removal has been proposed and ample opportunity exists for landscaping within the set back areas that can further contribute to the amenity of the subject site. Native vegetation removal is restricted to trees within the outer zone as shown on the amended plan, 'Building and Driveway Envelopes' (version 4), a combined area of 1147sqm, less than 1% of the existing native vegetation on site.

- The proposal will place pressure on existing services such as power and water.

The proposal was referred to Powercor and Coliban Water in relation to the effect that the proposal may have on existing services. Both authorities have given conditional consent.

- The existing road cannot service the additional population proposed.

Council's Engineers considered the existing road network and deemed that it is capable of accommodating the additional traffic generated by the proposed subdivision.

- The proposal is not in accordance with the policies of the Hepburn Planning Scheme.

The proposed subdivision achieves the policy intent of the State and Local Planning Policy Provisions, including the MSS of the Hepburn Planning Scheme as demonstrated in this report. The lots meet the minimum lot size in the LDRZ, will be connected to reticulated water and sewerage and are located within the township boundary of the Trentham Structure Plan and have been designed to minimise vegetation removal.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

This application meets Council's obligations as Responsible Authority under the Planning and Environment Act 1987.

FINANCIAL IMPLICATIONS

Any application determined by Council or under delegation of Council and which is subject to appeal rights, may incur costs.

RISK IMPLICATIONS

Not applicable

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Not Applicable

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The application was advertised in accordance with Section 52 of the Planning and Environment Act 1987.

CONCLUSION

The proposed subdivision supports the objectives and outcomes of infill development as stated in the State and Local policies of the Hepburn Planning Scheme whilst not adversely affecting the amenity of the area. The subject site is located within the defined urban growth boundary on the Trentham Structure Plan where development is encouraged to achieve a more compact township form. The subject site can be serviced with minimal impact on existing infrastructure and provides for a subdivision layout that has minimised native vegetation removal and is consistent with the subdivision pattern in this area of Mulcahys Road.

Mr Matt Gorman, Central Town Planners addressed the Council in support of the application on behalf of the Applicant/Owner.

Mr Robert van den Helm addressed Council to object to the application on behalf of objectors.

MOTION

10.1.1. *That Council extends the speaking time for Mr Robert van den Helm given he is speaking on behalf of 20 objectors.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Kate Redwood

Carried.

Mr Chris Moger addressed Council to object to the application on behalf of objectors.

Mr Moger tabled a modified photograph of the proposed development in Mulcahys Road circulated to Councillors.

Ms Merilyn Lanigan addressed Council to object to the application on behalf of objectors.

OFFICER'S RECOMMENDATION

That Council having caused notice of Planning Application 343 to be given under Section 52 of the Planning and Environment Act 1987, and having considered all the matters required under Section 60 of the Act decides to issue a Notice of Decision to Grant a Permit under the provisions of Clauses 32.03-3, 42.01-2 and 44.06-1 of the Hepburn Planning Scheme in respect of the land known as and described as 141 Mulcahys Road, Trentham for the subdivision of the land into 22 Low Density Residential Lots, including retaining a balanced lot of 11ha and native vegetation removal with the application dated 17/12/2013 subject to the following conditions:

10.1.1 AMENDED PLANS

Before the plan of subdivision is certified under the Subdivision Act 1988, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved,

the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions the three copies must be provided. The plans must be generally in accordance with the amended plans labelled 'Building and Driveway Envelopes Plan' version 4 and 'Subdivision Layout Plan' version 3 submitted 6/6/2014 but modified to show:

- (a) Driveway access from all lots with the exception of Lots 12 & 13 must be from the proposed internal road or Feeleys Lane to the satisfaction of the Responsible Authority.
- (b) A Landscape plan to scale and with dimensions prepared by a suitably qualified person detailing:
 - Street tree planting including two trees per lot equivalent to every 20 metres of frontage.
 - Mulching/mounding treatment.
 - Species selection to the satisfaction of the Responsible Authority.
 - The maintenance thereof for a period of two years after completion of the works.

All of the above to the satisfaction of the Responsible Authority.

10.1.2 PLANS TO BE ENDORSED

The subdivision must be carried out in accordance with the endorsed plans to the satisfaction of the Responsible Authority.

10.1.3 BUILDING ENVELOPES

Before the Statement of Compliance is issued, the building envelopes shown on endorsed plan under condition 10.1.2, must be shown as a restriction on the plan of subdivision registered under the Subdivision Act, 1988. The restriction must provide that within the 22 lots created, buildings may only be constructed within the building envelope, as shown on the endorsed plans of this permit.

This envelope cannot be varied except with the consent of the Responsible Authority.

10.1.4 AMENDED PLANS – VEGETATION REMOVAL

Prior to the removal of any vegetation, a vegetation removal plan must be submitted to and approved by the responsible authority. Once approved, the plan will be endorsed, and will then form part of the permit. The plan must be accurately drawn to scale and dimensioned, and must show – including individually numbered trees – all vegetation it is proposed to

remove to meet the canopy cover restrictions required by the CFA conditions for management of the inner and outer protection zones.

10.1.5 NATIVE VEGETATION

In order to offset the removal of 0.188Ha of native vegetation approved as part of this permit, the applicant must provide a native vegetation offset that is in accordance with the Permitted clearing of native vegetation – Biodiversity assessment guidelines and the native vegetation gain scoring manual (DEPI 2013).

The offset must:

- Contribute gain of 0.021 general biodiversity equivalence units
- Be located within the North Central Catchment Management Authority boundary or Hepburn Shire.
- Have a strategic biodiversity score of at least 0.105.
- Before any native vegetation is removed, evidence that the required offset has been secured must be provided to the satisfaction of the Responsible Authority.

This evidence must take the form of:

- A recognised agreement with the responsible authority, supported by legislation, that includes an onsite management plan

OR

- Evidence of a secured third party offset, such as an allocated credit register extract from the native vegetation credit register

OR

- Any other form specified in Permitted clearing of native vegetation – Biodiversity assessment guidelines (DEPI 2013).

10.1.6 PAYMENT IN LIEU OF OPEN SPACE PROVISION

Before the statement of compliance is issued under the Subdivision Act 1988, the applicant or owner must pay to the responsible authority a sum equivalent to 5 per cent of the site value of all the land in the subdivision

10.1.7 COUNCIL'S ENGINEERING DEPARTMENT

Stormwater Drainage

- Prior to certification, professionally prepared plans and calculations for the construction of all underground or surface drainage works, that are considered necessary by the responsible authority, shall be supplied to Council by the Applicant. Such drainage works shall be designed and installed to transport stormwater runoff from the subject land and surrounding land or adjoining road(s) to an approved point of discharge. No stormwater shall drain or discharge from the land to adjoining properties. Construction shall not commence until the plans have been approved by Council. All drainage construction shall be carried out in accordance with the approved plans. All works must be completed prior to the issue of the statement of compliance.
- It is the responsibility of the developer, to prepare a Stormwater Strategy Plan to identify and record the manner by which the quantity and quality of stormwater shall be managed for the catchment including proposed easements.
- Prior to certification, all drainage easements deemed necessary by the responsible authority must be provided by the Applicant to protect existing and future drainage infrastructure within the proposed development site. Easements shall also be provided through properties between the development site and the nominated point of discharge.

10.1.8 Access Road

All Roads and drains Designs shall be based on sound engineering practice following the general principles of The Planning Scheme, the Austroads Guidelines, the Co-ordination of Streetworks Code of Practice, Relevant Australian standards, VicRoads Road Design Guidelines and Infrastructure Design Manual [IDM] including but not limited to followings:

- Australian Rainfall and Runoff Vol 1; A Guide to Flood estimation, The Institution of Engineers Australia
- Pavement Design; A Guide to the Structural Design of Road pavements, Austroads 1992
- Pavement Design; A Guide to the design of new pavements for light traffic, Austroads APRG Report No 21 (Supplement to Austroads Pavement Design)
- VicRoads Road Design Guidelines; Part 2 Horizontal and Vertical Geometry; Part 3 Cross Section Elements; Part 7 Drainage, VicRoads

Design EPA Publication No 480; Environmental Guidelines for Major Construction Sites

- EPA Publication No 275; Construction Techniques for Sediment Pollution Control
- Guide to Traffic Engineering Practice; Parking, Part 11 NAASRA 1988
- Guide to Traffic Engineering Practice; Roadway Lighting, Part 12 NAASRA 1988
- Guide to Traffic Engineering Practice; Pedestrians, Part 13 AUSTRROADS 1995
- AS 2890.1 2004 Parking Facilities Part 1 Off Street Car Parking.
- Plans are to be submitted to the Responsible Authority for approval prior to construction.
- All access roads within the development shall be in accordance with the classification for "Rural Access and Rural Collector Road" of the Table 6 – Rural Road Characteristics of IDM.
- The road, at a minimum, shall include 6.2m pavement and 1.5m shoulders on both sides comprising;
 - 200mm depth class 3, 20mm FCR sub base and 100 depth class 2, 20mm FCR base pavement
 - 2 coat spray seal, 10mm primer seal/7mm rubberised final seal.
- The Supervising Consulting Engineer shall provide to Council a report of hold points and inspections for the construction and verification that the roads and drains have been designed and constructed in compliance with the above standards.
- The developer must enter into an agreement with the responsible authority regarding responsibilities for maintenance and correction of defects of all infrastructure works. Agreement must include the defects liability period, the amount of bond and on how the date of practical completion occurs. The Defects Liability Period must be 12 months from the date of practical completion. The bond must be \$ 5000.00 or 5% of the total cost of infrastructure, whichever is greater and must be an unconditional bank guarantee or cash for the predetermined amount. The agreement must be prepared by the developer to the satisfaction of the responsible authority.

10.1.9 Signage and Linemarking

Appropriate signage and linemarking shall be provided to the satisfaction of the responsible authority.

10.1.10 Access

- Vehicle access/crossings to the property are to be located and constructed of all weather surfaces to the satisfaction of the responsible authority.
- A minimum clear distance of 9.0m shall be maintained from the intersections, bends and between any adjacent driveways.
- Vehicle access/crossings to the allotments are to include a culvert constructed using 300 mm class 2 concrete pipe laid to match existing table drain alignment. Pipe bedding shall be laid on solid subgrade and shall be a compacted depth of 75 mm of class 3 crushed rock or equivalent gravel. The vehicle driveway area and pipe backfill shall be class 3 crushed rock or equivalent gravel and the driveway shall have a compacted depth of 150 mm to cater for domestic and normal traffic (not commercial). The culvert shall have endwalls to match the culvert invert preferably low profile precast concrete endwalls. Installation shall be in compliance with Councils Standard Drawing 2003-004.

10.1.11 Lighting

Street lighting shall be provided in accordance with the Australian standard for street lighting to the satisfaction of the responsible authority.

All works must be completed, the maintenance agreement executed and the bond received by the responsible authority prior to the issue of the statement of compliance.

Plan checking fee of 0.75% and a supervision fee of 2.5% of the value of works shall be paid to the responsible authority.

All costs incurred in complying with the above conditions shall be borne by the applicant/developer.

10.1.12 COUNTRY FIRE AUTHORITY

Bushfire Management Plan

Prior to certification of the plan of subdivision issued under the Subdivision Act 1988, a BUSHFIRE MANAGEMENT PLAN (BMP) must be prepared for the subject land to the satisfaction of the Country Fire Authority (CFA) and the responsible authority and must be approved by the responsible authority. When approved, the BMP will be endorsed and then form part of the permit.

The BMP must be substantially in accordance with the drawing – BUILDING AND DRIVEWAY ENVELOPES (prepared by Walsh Mobbs Land Surveyors; Ref.: 2610; Version 4), and must:

- Be titled BUSHFIRE MANAGEMENT PLAN and dated.
- Show the area of the Inner Zone defendable space to extend in all directions from the perimeter of each building envelope to a minimum distance of 43 metres, or to the property boundary, whichever is the lesser distance.
- Amend the Outer Zone defendable space for Lot 11 to align with the edge of the classified Forest existing on the land (as identified on the drawing – BUILDING AND DRIVEWAY ENVELOPES).

10.1.13 Mandatory Conditions

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987 and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- That it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-1 of this planning scheme.
- The building envelope and defendable space envelope to achieve the Bushfire Attack Level approved under this permit.
- Any vegetation management requirements to implement the defendable space approved under this permit.
- The water supply requirements approved under this permit.
- The land owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

10.1.14 Additional matters to be set out in section 173 agreement

To give effect to the requirements of clause 44.06-4 of the Planning Scheme, and the above condition, the Section 173 agreement prepared in accordance with clause 44.06-4 must:

- Specify that the owner/s of all lots must at all times (and regardless of whether a dwelling is located on the land) implement and maintain the land in accordance with the requirements set out in CFA's condition labelled 'Defendable Space' of this permit.
- Specify that any dwelling or dependent person's unit constructed on each lot must be constructed to the Bushfire Attack Level (BAL) as

specified in CFA's condition labelled 'Construction Standard' of this permit.

- Specify that before the occupation of a dwelling starts on each lot, a static water supply must be provided on the land in accordance with the requirements of CFA's condition labelled 'Static Water Supply' of this permit.
- Specify that before the occupation of the dwelling starts on each lot, emergency vehicle access must be provided on the land in accordance with the requirements of CFA's condition labelled 'Emergency Vehicle Access' of this permit.
- Include the detailed specifications in this permit for the management of defensible space, the construction of buildings, the provision of static water and the provision of emergency vehicle access within the covenants of the agreement.
- Specify that the bushfire protection measures which form part of the section 173 agreement and the planning permit and endorsed plans, including those relating to construction standards (BAL), defensible space, water supply and access must be maintained to the satisfaction of the responsible authority on a continuing basis.
- Include the BUSHFIRE MANAGEMENT PLAN endorsed under this permit as an annexure to the agreement.

10.1.15 Defensible Space

The vegetation management of each lot within land designated as 'Inner Zone' and 'Outer Zone' on the BUSHFIRE MANAGEMENT PLAN endorsed under this permit must at all times comply with the following minimum requirements:

Inner Zone

- Within 10 metres of the dwelling, flammable objects must not be located close to vulnerable parts of the building such as windows, decks and eaves.
- Plants greater than 10 centimetres in height at maturity must not be placed directly in front of a window or other glass feature.
- Trees must not overhang the roofline of the dwelling or touch the walls or other elements of the dwelling.
- Grass must be no more than 5 centimetres in height and all leaves and vegetation debris must be removed at regular intervals.

- Shrubs must not be planted under trees and must be separated from each other by at least 1.5 times their mature height.
- Tree canopies must be separated by at least 2 metres with an overall tree canopy cover of 15 per cent at maturity.
- There must be no tree branches below 2 metres from ground level.

Outer Zone

- Grass must be no more than 10 centimetres in height and leaf and other debris must be mowed, slashed or mulched.
- Shrubs and trees must not form a continuous canopy.
- Tree branches below 2 metres from ground level must be removed.
- Trees may touch each other with an overall canopy cover of no more than 30 percent at maturity.
- Shrubs must be in clumps of no greater than 10 square metres, which are separated from each other by at least 10 metres.

10.1.16 Construction Standards

The construction of any dwelling or dependent person's unit on each lot must be to a Bushfire Attack Level (BAL) of **BAL-19** in accordance with the relevant sections of AS3959-2009.

10.1.17 Static Water Supply

The design of static water supply must comply with all of the following minimum requirements:

- The water supply must have a minimum capacity of not less than 10,000 litres that is maintained solely for fire fighting purposes.
- The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron.
- The water supply must be located within 60 metres of the outer edge of the dwelling (including any obstructions).
- The water supply outlet/s must be attached to the water tank and must face away from the building if located less than 20 metres from the building to enable access during emergencies.
- All pipework between the water supply and the outlet/s must be a minimum of 64 mm nominal bore.
- All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials.

- The water supply must:
 - Be located so that fire brigade vehicles are able to get to within 4 metres of the water supply outlet.
 - Incorporate an additional 64 mm (minimum) gate or ball valve and 64 mm (fixed size), 3 threads per inch, male fitting to suit a CFA coupling.
 - Incorporate a vortex inhibitor or additional water must be provided to ensure that the volume of water available is not restricted by a vortex. Refer to Section 5 of AS.2419 for requirements for vortex inhibitors.
 - Incorporate an additional ball or gate valve to provide access to the water by the resident of the dwelling.
 - The water supply outlet must not be obstructed by vegetation, buildings, fences or other structures.

All below-ground water pipelines must be installed to at least the following depths:

- Subject to vehicle traffic: 300 mm
- Under dwellings or concrete slabs: 75 mm
- All other locations: 225 mm

The water supply must be readily identifiable from the building or appropriate signage must be provided which:

- Has an arrow pointing to the location of the water supply.
- Has dimensions of not less than 310 mm high and 400 mm long.
- Is red in colour, with a blue reflective marker attached.
- Is labelled with a 'W' that is not less than 15 cm high and 3 cm thick.

10.1.18 Emergency Vehicle Access'

Emergency vehicle access to the static water supply outlet and the dwelling for each lot must be provided in accordance with the following minimum requirements (including gates, bridges and culverts):

- Curves in driveway must have a minimum inner radius of 10 metres.
- The average grade must be no more than 1 in 7 (14.4 percent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres.
- Dips must have no more than a 1 in 8 (12.5 percent) (7.1 degrees) entry and exit angle.
- Designed, constructed and maintained for a load limit of at least 15 tonnes and be of all-weather construction.

- Have a minimum trafficable width of 3.5 metres and be substantially clear of encroachments for at least 0.5 metres on each side.
- Be clear of encroachments 4 metres vertically.

10.1.19 Initial implementation of bushfire protection measures

Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage in the subdivision, defendable space must be initially implemented on all lots in accordance with the following minimum requirements:

Defendable space

- To at least the extent shown as Inner Zone and Outer Zone on the BUSHFIRE MANAGEMENT PLAN endorsed under this permit.
- To not less than the prescriptions for the management of Inner Zone and Outer Zone specified in this permit

10.1.20 Hydrants

- Before Statement of Compliance is issued under the Subdivision Act 1988, hydrants must be provided meeting the following requirements.
- The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of all lots) must be 120 metres and hydrants must be no more than 200 metres apart.
- The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of all lots) must be 90 metres and hydrants must be no more than 120 metres apart.

10.1.21 COLIBAN WATER CORPORATION

- The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision. Services are to be provided in accordance with our specifications.
- All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Regional Water Corporation.

10.1.22 POWERCOR AUSTRALIA

The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.

The applicant shall:-

- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
- Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
- Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

10.1.23 AVOIDING DAMAGE DURING VEGETATION REMOVAL

Vegetation removal and disposal must not cause damage to vegetation stands to be retained

10.1.24 ONGOING SOIL EROSION CONTROL

All works must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion, to the satisfaction of the responsible authority.

10.1.25 CAT RESTRICTIONS

Before a Statement of Compliance is issued, the Owner must include a restriction on all 22 lots hereby permitted under the Subdivision Act 1988, that requires the keeping of cats is to be permitted only if they are confined to the dwelling.

NOTES:

This permit will expire if the plan of subdivision is not certified within two years of the date of this permit.

The responsible authority may extend this period if a request is made in writing before the permit expires, or within six months afterwards.

Under section 7 of the Subdivision Act 1988, the plan of subdivision must be registered within five years of the date of certification.

MOTION

*That Council having caused notice of Planning Application 343 to be given under Section 52 of the Planning and Environment Act 1987, and having considered all the matters required under Section 60 of the Act decides to issue a **Notice of Decision to Grant a Permit** under the provisions of Clauses 32.03-3, 42.01-2 and 44.06-1 of the Hepburn Planning Scheme in respect of the land known as and described as 141 Mulcahys Road, Trentham for the subdivision of the land into 22 Low Density Residential Lots, including retaining a balanced lot of 11ha and native vegetation removal with the application dated 17/12/2013 subject to the following conditions:*

10.1.2. AMENDED PLANS

Before the plan of subdivision is certified under the Subdivision Act 1988, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions the three copies must be provided. The plans must be generally in accordance with the amended plans labelled 'Building and Driveway Envelopes Plan' version 4 and 'Subdivision Layout Plan' version 3 submitted 6/6/2014 but modified to show:

- (a) Driveway access from all lots with the exception of Lots 12 & 13 must be from the proposed internal road or Feeleys Lane to the satisfaction of the Responsible Authority.*
- (b) A Landscape plan to scale and with dimensions prepared by a suitably qualified person detailing:
 - *Street tree planting including two trees per lot equivalent to every 20 metres of frontage.*
 - *The use of Pittosporum and Photinia within the set back area of the defined building envelopes of each lot along the Mulcahys Road and Feeleys Lane frontages to screen dwellings on these lots.*
 - *The use of Pittosporum and Photinia within t*
 - *Mulching/mounding treatment.*
 - *Species selection to the satisfaction of the Responsible Authority.*
 - *The maintenance thereof for a period of two years after completion of the works.**

All of the above to the satisfaction of the Responsible Authority.

10.1.3. PLANS TO BE ENDORSED

The subdivision must be carried out in accordance with the endorsed plans to the satisfaction of the Responsible Authority.

10.1.4. BUILDING ENVELOPES

Before the Statement of Compliance is issued, the building envelopes shown on endorsed plan under condition 10.1.2, must be shown as a restriction on the plan of subdivision registered under the Subdivision Act, 1988. The restriction must provide that within the 22 lots created, buildings may only be constructed within the building envelope, as shown on the endorsed plans of this permit.

This envelope cannot be varied except with the consent of the Responsible Authority.

10.1.5. AMENDED PLANS – VEGETATION REMOVAL

Prior to the removal of any vegetation, a vegetation removal plan must be submitted to and approved by the responsible authority. Once approved, the plan will be endorsed, and will then form part of the permit. The plan must be accurately drawn to scale and dimensioned, and must show – including individually numbered trees – all vegetation it is proposed to remove to meet the canopy cover restrictions required by the CFA conditions for management of the inner and outer protection zones.

10.1.6. NATIVE VEGETATION

In order to offset the removal of 0.188Ha of native vegetation approved as part of this permit, the applicant must provide a native vegetation offset that is in accordance with the Permitted clearing of native vegetation – Biodiversity assessment guidelines and the native vegetation gain scoring manual (DEPI 2013).

The offset must:

- *Contribute gain of 0.021 general biodiversity equivalence units*
- *Be located within the North Central Catchment Management Authority boundary or Hepburn Shire.*
- *Have a strategic biodiversity score of at least 0.105.*

Before any native vegetation is removed, evidence that the required offset has been secured must be provided to the satisfaction of the Responsible Authority.

This evidence must take the form of:

- *A recognised agreement with the responsible authority, supported by legislation, that includes an onsite management plan*

OR

- *Evidence of a secured third party offset, such as an allocated credit register extract from the native vegetation credit register*

OR

- *Any other form specified in Permitted clearing of native vegetation – Biodiversity assessment guidelines (DEPI 2013).*

10.1.7. PAYMENT IN LIEU OF OPEN SPACE PROVISION

Before the statement of compliance is issued under the Subdivision Act 1988, the applicant or owner must pay to the responsible authority a sum equivalent to 5 per cent of the site value of all the land in the subdivision.

10.1.8. COUNCIL'S ENGINEERING DEPARTMENT

Stormwater Drainage

- *Prior to certification, professionally prepared plans and calculations for the construction of all underground or surface drainage works, that are considered necessary by the responsible authority, shall be supplied to Council by the Applicant. Such drainage works shall be designed and installed to transport stormwater runoff from the subject land and surrounding land or adjoining road(s) to an approved point of discharge. No stormwater shall drain or discharge from the land to adjoining properties. Construction shall not commence until the plans have been approved by Council. All drainage construction shall be carried out in accordance with the approved plans. All works must be completed prior to the issue of the statement of compliance.*
- *It is the responsibility of the developer, to prepare a Stormwater Strategy Plan to identify and record the manner by which the quantity and quality of stormwater shall be managed for the catchment including proposed easements.*

- *Prior to certification, all drainage easements deemed necessary by the responsible authority must be provided by the Applicant to protect existing and future drainage infrastructure within the proposed development site. Easements shall also be provided through properties between the development site and the nominated point of discharge.*

10.1.9. Access Road

- *All Roads and drains Designs shall be based on sound engineering practice following the general principles of The Planning Scheme, the Austroads Guidelines, the Co-ordination of Streetworks Code of Practice, Relevant Australian standards, VicRoads Road Design Guidelines and Infrastructure Design Manual [IDM] including but not limited to followings:*
 - *Australian Rainfall and Runoff Vol 1; A Guide to Flood estimation, The Institution of Engineers Australia*
 - *Pavement Design; A Guide to the Structural Design of Road pavements, Austroads 1992*
 - *Pavement Design; A Guide to the design of new pavements for light traffic, Austroads APRG Report No 21 (Supplement to Austroads Pavement Design)*
 - *VicRoads Road Design Guidelines; Part 2 Horizontal and Vertical Geometry; Part 3 Cross Section Elements; Part 7 Drainage, VicRoads Design*
 - *EPA Publication No 480; Environmental Guidelines for Major Construction Sites*
 - *EPA Publication No 275; Construction Techniques for Sediment Pollution Control*
 - *Guide to Traffic Engineering Practice; Parking, Part 11 NAASRA 1988*
 - *Guide to Traffic Engineering Practice; Roadway Lighting, Part 12 NAASRA 1988*
 - *Guide to Traffic Engineering Practice; Pedestrians, Part 13 AUSTROADS 1995*
 - *AS 2890.1 2004 Parking Facilities Part 1 Off Street Car Parking.*

- *Plans are to be submitted to the Responsible Authority for approval prior to construction.*
- *All access roads within the development shall be in accordance with the classification for "Rural Access and Rural Collector Road" of the Table 6 – Rural Road Characteristics of IDM.*
- *The road, at a minimum, shall include 6.2m pavement and 1.5m shoulders on both sides comprising;*
 - *200mm depth class 3, 20mm FCR sub base and 100 depth class 2, 20mm FCR base pavement*
 - *2 coat spray seal, 10mm primer seal/7mm rubberised final seal.*
- *The Supervising Consulting Engineer shall provide to Council a report of hold points and inspections for the construction and verification that the roads and drains have been designed and constructed in compliance with the above standards.*
- *The developer must enter into an agreement with the responsible authority regarding responsibilities for maintenance and correction of defects of all infrastructure works. Agreement must include the defects liability period, the amount of bond and on how the date of practical completion occurs. The Defects Liability Period must be 12 months from the date of practical completion. The bond must be \$5,000.00 or 5% of the total cost of infrastructure, whichever is greater and must be an unconditional bank guarantee or cash for the predetermined amount. The agreement must be prepared by the developer to the satisfaction of the responsible authority.*

10.1.10. *Signage and Linemarking*

Appropriate signage and linemarking shall be provided to the satisfaction of the responsible authority.

10.1.11. *Access*

- *Vehicle access/crossings to the property are to be located and constructed of all weather surfaces to the satisfaction of the responsible authority.*
- *A minimum clear distance of 9.0m shall be maintained from the intersections, bends and between any adjacent driveways.*

- *Vehicle access/crossings to the allotments are to include a culvert constructed using 300 mm class 2 concrete pipe laid to match existing table drain alignment. Pipe bedding shall be laid on solid subgrade and shall be a compacted depth of 75 mm of class 3 crushed rock or equivalent gravel. The vehicle driveway area and pipe backfill shall be class 3 crushed rock or equivalent gravel and the driveway shall have a compacted depth of 150 mm to cater for domestic and normal traffic (not commercial). The culvert shall have endwalls to match the culvert invert preferably low profile precast concrete endwalls. Installation shall be in compliance with Councils Standard Drawing 2003-004.*

10.1.12. *Lighting*

Street lighting shall be provided in accordance with the Australian standard for street lighting to the satisfaction of the responsible authority.

All works must be completed, the maintenance agreement executed and the bond receipted by the responsible authority prior to the issue of the statement of compliance.

Plan checking fee of 0.75% and a supervision fee of 2.5% of the value of works shall be paid to the responsible authority.

All costs incurred in complying with the above conditions shall be borne by the applicant/developer.

10.1.13. *COUNTRY FIRE AUTHORITY*

Bushfire Management Plan

Prior to certification of the plan of subdivision issued under the Subdivision Act 1988, a BUSHFIRE MANAGEMENT PLAN (BMP) must be prepared for the subject land to the satisfaction of the Country Fire Authority (CFA) and the responsible authority and must be approved by the responsible authority. When approved, the BMP will be endorsed and then form part of the permit.

The BMP must be substantially in accordance with the drawing – BUILDING AND DRIVEWAY ENVELOPES (prepared by Walsh Mobbs Land Surveyors; Ref.: 2610; Version 4), and must:

- *Be titled BUSHFIRE MANAGEMENT PLAN and dated.*

- *Show the area of the Inner Zone defensible space to extend in all directions from the perimeter of each building envelope to a minimum distance of 43 metres, or to the property boundary, whichever is the lesser distance.*
- *Amend the Outer Zone defensible space for Lot 11 to align with the edge of the classified Forest existing on the land (as identified on the drawing – BUILDING AND DRIVEWAY ENVELOPES).*

10.1.14. *Mandatory Conditions*

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987 and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- *That it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-1 of this planning scheme.*
- *The building envelope and defensible space envelope to achieve the Bushfire Attack Level approved under this permit.*
- *Any vegetation management requirements to implement the defensible space approved under this permit.*
- *The water supply requirements approved under this permit.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

10.1.15. *Additional matters to be set out in section 173 agreement*

To give effect to the requirements of clause 44.06-4 of the Planning Scheme, and the above condition, the Section 173 agreement prepared in accordance with clause 44.06-4 must:

- *Specify that the owner/s of all lots must at all times (and regardless of whether a dwelling is located on the land) implement and maintain the land in accordance with the requirements set out in CFA's condition labelled 'Defensible Space' of this permit.*
- *Specify that any dwelling or dependent person's unit constructed on each lot must be constructed to the Bushfire Attack Level (BAL) as specified in CFA's condition labelled 'Construction Standard' of this permit.*

- Specify that before the occupation of a dwelling starts on each lot, a static water supply must be provided on the land in accordance with the requirements of CFA's condition labelled 'Static Water Supply' of this permit.
- Specify that before the occupation of the dwelling starts on each lot, emergency vehicle access must be provided on the land in accordance with the requirements of CFA's condition labelled 'Emergency Vehicle Access' of this permit.
- Include the detailed specifications in this permit for the management of defensible space, the construction of buildings, the provision of static water and the provision of emergency vehicle access within the covenants of the agreement.
- Specify that the bushfire protection measures which form part of the section 173 agreement and the planning permit and endorsed plans, including those relating to construction standards (BAL), defensible space, water supply and access must be maintained to the satisfaction of the responsible authority on a continuing basis.
- Include the BUSHFIRE MANAGEMENT PLAN endorsed under this permit as an annexure to the agreement.

10.1.16. *Defendable Space*

The vegetation management of each lot within land designated as 'Inner Zone' and 'Outer Zone' on the BUSHFIRE MANAGEMENT PLAN endorsed under this permit must at all times comply with the following minimum requirements:

Inner Zone

- Within 10 metres of the dwelling, flammable objects must not be located close to vulnerable parts of the building such as windows, decks and eaves.
- Plants greater than 10 centimetres in height at maturity must not be placed directly in front of a window or other glass feature.
- Trees must not overhang the roofline of the dwelling or touch the walls or other elements of the dwelling.
- Grass must be no more than 5 centimetres in height and all leaves and vegetation debris must be removed at regular intervals.

- Shrubs must not be planted under trees and must be separated from each other by at least 1.5 times their mature height.
- Tree canopies must be separated by at least 2 metres with an overall tree canopy cover of 15 per cent at maturity.
- There must be no tree branches below 2 metres from ground level.

Outer Zone

- Grass must be no more than 10 centimetres in height and leaf and other debris must be mowed, slashed or mulched.
- Shrubs and trees must not form a continuous canopy.
- Tree branches below 2 metres from ground level must be removed.
- Trees may touch each other with an overall canopy cover of no more than 30 percent at maturity.
- Shrubs must be in clumps of no greater than 10 square metres, which are separated from each other by at least 10 metres.

10.1.17. Construction Standards

The construction of any dwelling or dependent person's unit on each lot must be to a Bushfire Attack Level (BAL) of **BAL-19** in accordance with the relevant sections of AS3959-2009.

10.1.18. Static Water Supply

The design of static water supply must comply with all of the following minimum requirements:

- The water supply must have a minimum capacity of not less than 10,000 litres that is maintained solely for fire fighting purposes.
- The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron.
- The water supply must be located within 60 metres of the outer edge of the dwelling (including any obstructions).
- The water supply outlet/s must be attached to the water tank and must face away from the building if located less than 20 metres from the building to enable access during emergencies.
- All pipework between the water supply and the outlet/s must be a minimum of 64 mm nominal bore.
- All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials.

- The water supply must:
 - Be located so that fire brigade vehicles are able to get to within 4 metres of the water supply outlet.
 - Incorporate an additional 64 mm (minimum) gate or ball valve and 64 mm (fixed size), 3 threads per inch, male fitting to suit a CFA coupling.
 - Incorporate a vortex inhibitor or additional water must be provided to ensure that the volume of water available is not restricted by a vortex. Refer to Section 5 of AS.2419 for requirements for vortex inhibitors.
 - Incorporate an additional ball or gate valve to provide access to the water by the resident of the dwelling.
 - The water supply outlet must not be obstructed by vegetation, buildings, fences or other structures.

All below-ground water pipelines must be installed to at least the following depths:

- Subject to vehicle traffic: 300 mm
- Under dwellings or concrete slabs: 75 mm
- All other locations: 225 mm.

The water supply must be readily identifiable from the building or appropriate signage must be provided which:

- Has an arrow pointing to the location of the water supply.
- Has dimensions of not less than 310 mm high and 400 mm long.
- Is red in colour, with a blue reflective marker attached.
- Is labelled with a 'W' that is not less than 15 cm high and 3 cm thick.

10.1.19. Emergency Vehicle Access'

Emergency vehicle access to the static water supply outlet and the dwelling for each lot must be provided in accordance with the following minimum requirements (including gates, bridges and culverts):

- Curves in driveway must have a minimum inner radius of 10 metres.
- The average grade must be no more than 1 in 7 (14.4 percent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres.
- Dips must have no more than a 1 in 8 (12.5 percent) (7.1 degrees) entry and exit angle.

- *Designed, constructed and maintained for a load limit of at least 15 tonnes and be of all-weather construction.*
- *Have a minimum trafficable width of 3.5 metres and be substantially clear of encroachments for at least 0.5 metres on each side.*
- *Be clear of encroachments 4 metres vertically.*

10.1.20. *Initial implementation of bushfire protection measures*

Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage in the subdivision, defendable space must be initially implemented on all lots in accordance with the following minimum requirements:

Defendable space

- *To at least the extent shown as Inner Zone and Outer Zone on the BUSHFIRE MANAGEMENT PLAN endorsed under this permit.*
- *To not less than the prescriptions for the management of Inner Zone and Outer Zone specified in this permit*

10.1.21. *Hydrants*

- *Before Statement of Compliance is issued under the Subdivision Act 1988, hydrants must be provided meeting the following requirements.*
- *The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of all lots) must be 120 metres and hydrants must be no more than 200 metres apart.*
- *The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of all lots) must be 90 metres and hydrants must be no more than 120 metres apart.*

10.1.22. *COLIBAN WATER CORPORATION*

- *The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision. Services are to be provided in accordance with our specifications.*
- *All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Regional Water Corporation.*

10.1.23. POWERCOR AUSTRALIA LTD

The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.

The applicant shall:-

- *Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.*
- *Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.*
- *Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.*
- *Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.*
- *Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.*

10.1.24. AVOIDING DAMAGE DURING VEGETATION REMOVAL

Vegetation removal and disposal must not cause damage to vegetation stands to be retained.

10.1.25. ONGOING SOIL EROSION CONTROL

All works must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion, to the satisfaction of the responsible authority.

10.1.26. CAT RESTRICTIONS

Before a Statement of Compliance is issued, the Owner must include a restriction on all 22 lots hereby permitted under the Subdivision Act 1988, that requires the keeping of cats is to be permitted only if they are confined to the dwelling or in an appropriate enclosure suitable to contain cats.

10.1.27. SECTION 173 AGREEMENT

That a 173 agreement be included in the permit to limit development to one dwelling per lot with all costs associated with the agreement to be borne by the landowner/applicant.

NOTES:

This permit will expire if the plan of subdivision is not certified within two years of the date of this permit.

The responsible authority may extend this period if a request is made in writing before the permit expires, or within six months afterwards.

Under section 7 of the Subdivision Act 1988, the plan of subdivision must be registered within five years of the date of certification.

The landowner will agree to pay a contribution to the construction of a footpath along one side of Mulcahys Road to High Street, all construction to the satisfaction of the Responsible Authority.

Moved: Councillor Sebastian Klein
Seconded: Councillor Kate Redwood
Carried.

Councillor Bill McClenaghan requested that his dissent be recorded.

ATTACHMENT 1 - SUBDIVISION PLANS – PLANNING APPLICATION 343 –
141 MULCAHYS ROAD, TRENTHAM

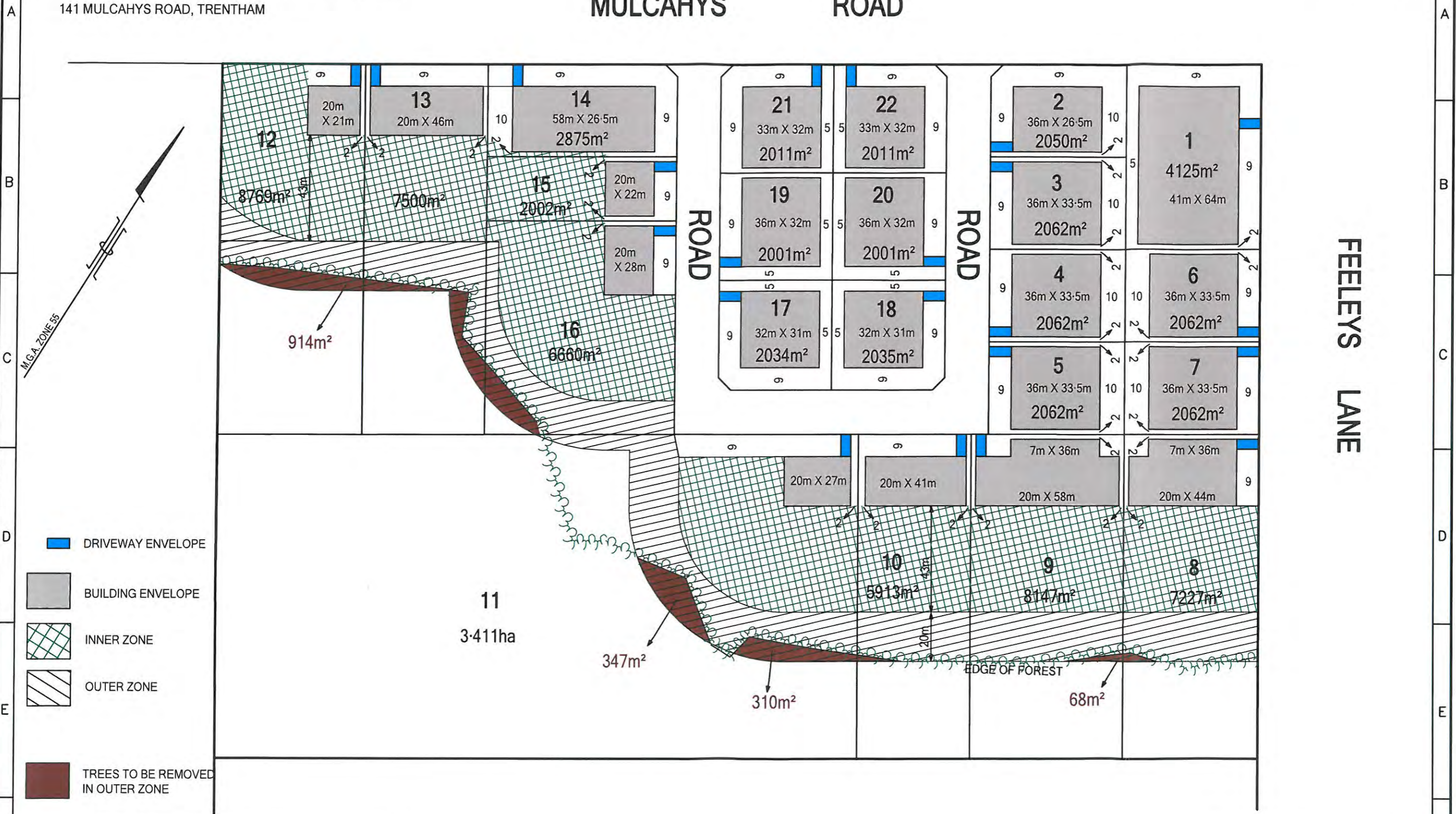
Amend Plan.






BUILDING AND DRIVEWAY ENVELOPES

141 MULCAHYS ROAD, TRENTHAM

MULCAHYS ROAD

FEELEYS LANE



-  DRIVEWAY ENVELOPE
-  BUILDING ENVELOPE
-  INNER ZONE
-  OUTER ZONE
-  TREES TO BE REMOVED IN OUTER ZONE

WALSH MOBBS
LAND SURVEYORS
 2A DUKE STREET, PO BOX 77
 DAYLESFORD, 3460 T&F 5348 3833
 46 BUNDEENA AVENUE
 KEALBA, 3039 T&F 9375 7550

ORIGINAL SCALE
 SHEET SIZE **A3** SCALE **1:1500**

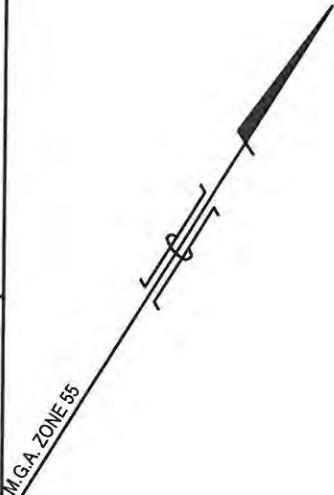
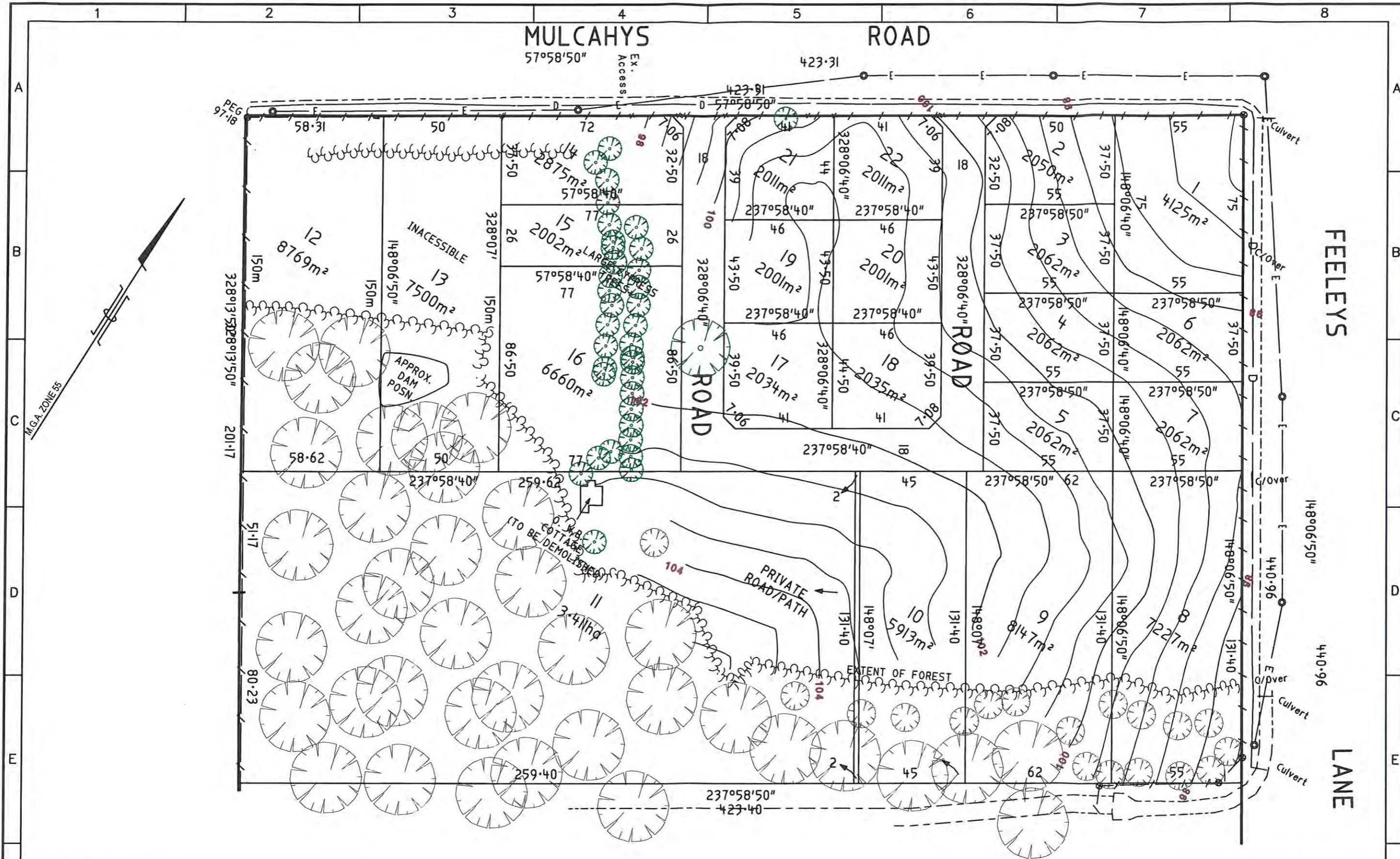
SCALE
 15 0 15 30 45 60
 LENGTHS ARE IN METRES


LICENSED SURVEYOR
 SIGNATURE _____ DATE / /
 REF **2610** VERSION **4**

ROWAN L. MOBBS

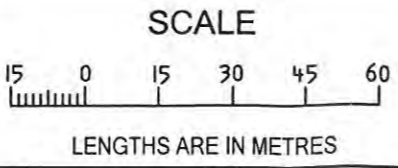
Sheet 1 of 1 Sheet

DATE / /
 COUNCIL DELEGATE SIGNATURE _____



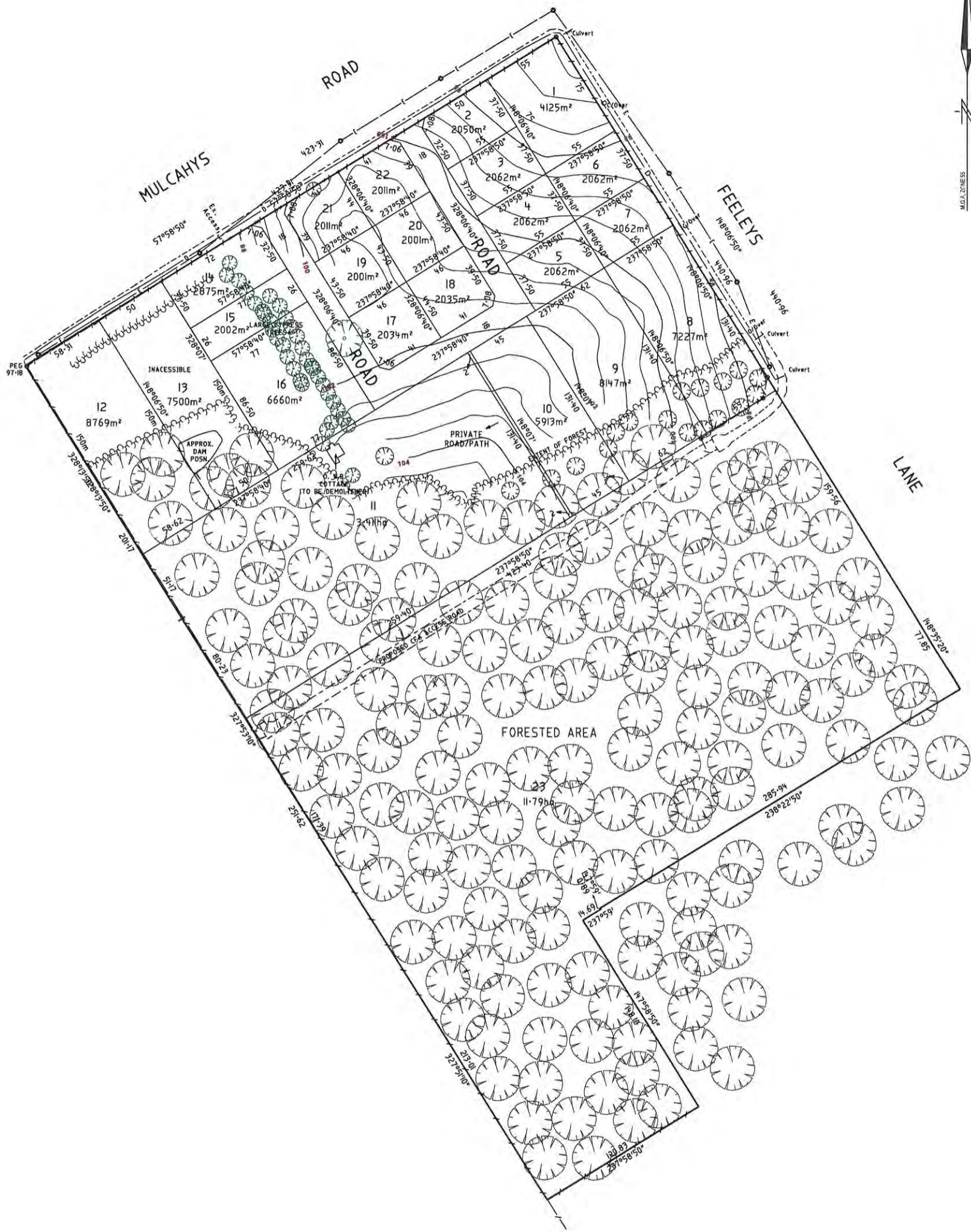

WALSH MOBBS
LAND SURVEYORS
 2A DUKE STREET, PO BOX 77
 DAYLESFORD, 3460 T&F 5348 3833
 46 BUNDEENA AVENUE
 KEALBA, 3039 T&F 9375 7550

ORIGINAL SCALE
 SHEET SIZE
A3 1:1500



LICENSED SURVEYOR
 SIGNATURE _____ DATE _____
 REF 2610 VERSION 3

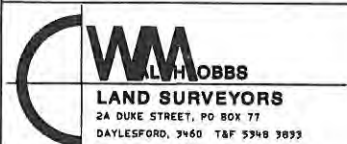
Sheet 2 of 2 Sheet
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____



SCALE 1:3000 AT A3

NOTATIONS

Levels are to an arbitrary datum
 Contour interval 0.50 metres
 Title boundaries are shown by a continuous thick line
 Bearings have been related to Map Grid Australia (M.G.A.)
 Land on the eastern section shown as forested has not been surveyed.



SURVEYORS REF.
2610

ORIGINAL SCALE SHEET SIZE
1:1500 A1

SHEET 1 OF 1

LEGEND

- E — 0/Head Electricity.
- TOPOGRAPHY
- TEMPORARY BENCH MARK
- + SURFACE POINT
- STOP VALVE
- SIGN
- ELECT. / TELEPHONE POLE
- SEWER MANHOLE
- ∇ STAY WIRE
- TELECOM MARKER POST
- INVERT OF DRAIN
- FENCE
- BOUNDARY LINE
- SHRUB
- TREE

Sheet 1 of 2 Sheet

PROPOSED SUBDIVISION PLAN

CROWN ALLOTMENTS A6, A2 (part) & A8B
 SECTION F
 PARISH OF TRENTHAM
 141 MULCHAYS ROAD, TRENTHAM
 MAY 2014
 VERSION 3

11. OFFICERS' REPORTS

11.1. PETITION - RESPONSE TO PETITION - OBJECTING TO 'RAVE DANCE PARTIES' BEING HELD AT 439 YANDOIT CREEK ROAD, YANDOIT CHIEF EXECUTIVE OFFICER

In providing this advice to Council as the Manager Planning, I Justin Fiddes have no interests to disclose in this report.

PURPOSE

The purpose of this report is to advise Council on the outcome of the Planning Investigation Officer's investigation into this matter.

At the Ordinary Meeting held on 15 July 2014, Council received a petition objecting to the 'Rave Dance Party' which was held at the above property from 6 - 9 June 2014. Council resolved to receive the petition and refer the petition to the Chief Executive Officer for preparation of a report for consideration at the August Ordinary Meeting of Council.

ISSUE/DISCUSSION

The 'Rave Dance Party' was held at the above-mentioned property without planning permission. Council's Investigation Officer received complaints about the unauthorised party and instigated an investigation. This included interviewing complainants, the landowner, the party operators and the Police.

As a result of the investigation, the landowner and the party operators were given an official warning that they had committed an offence against Section 126 of the Planning and Environment Act 1987, by conducting a 'rave dance party' without planning permission.

Council's Planning Investigation Officer subsequently met with a number of complainants and the Police to advise of the outcome of the investigation. All complainants present and the Police were satisfied with Council's approach and response to the matter.

The landowner has assured Council that a party will not occur again without permission.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Planning and Environment Act 1987

FINANCIAL IMPLICATIONS

Not applicable.

RISK IMPLICATIONS

Not applicable.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Not applicable.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council officers will notify the head petitioner of the outcome of Council's investigation into the breach of the Hepburn Planning Scheme.

CONCLUSION

Council received a petition objecting to the 'Rave Dance Party' at the Ordinary Meeting of Council held on Tuesday 15 July 2014. Council has investigated the breach of the Hepburn Planning Scheme and has issued an official warning letter against any further breaches of the Hepburn Planning Scheme.

OFFICER'S RECOMMENDATION

That Council:

- 11.1.1 Notes and receives the report which responds to the matters raised in the petition.
- 11.1.2 Advises the head petitioner of the result of the planning investigation.

MOTION

That Council:

- 11.1.1. Notes and receives the report which responds to the matters raised in the petition.*
- 11.1.2. Advises the head petitioner of the result of the planning investigation.*

Moved: Councillor Pierre Niclas
Seconded: Councillor Kate Redwood
Carried.

**11.2. TRENTHAM COMMUNITY FACILITIES – INCREASED COUNCIL SUPPORT
CHIEF EXECUTIVE OFFICER**

In providing this advice to Council as the Chief Executive Officer, I Aaron van Egmond have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council provides support to the Trentham Sportsground Committee and takes on the role of Committee of Management for the Trentham Mechanics Institute.

BACKGROUND

At the Ordinary Council Meeting on 18 March 2014, Council requested a further report from officers following the submission of a petition from the Trentham Community FORUM Inc with consideration being given to increased support by Council at the Trentham Mechanics Institute and the Trentham Sportsground. Council also resolved that officers meet with members of the Trentham Mechanics Institute Committee and the Trentham Sportsground Committee to assist in the preparation of the report by better understanding the needs of each facility into the future.

Council also resolved that the design process for the Trentham Hub continues and that a funding allocation of \$250,000 towards the Trentham Hub is included in Council's 2014/15 budget. This allocation has occurred within the Adopted Council Budget 2014/15.

ISSUE/DISCUSSION

Trentham Sportsground

Officers have met with representatives of the Trentham Sportsground Committee to understand preferred management arrangements and service needs on two occasions. A site inspection has also been conducted.

The Trentham Sportsground Committee's preference is to remain a community Committee of Management to the Department of Environment and Primary Industry (DEPI) and to enter into a Memorandum of Understanding (MOU) with Council.

It is proposed that a five year MOU between Council and the Trentham Sportsground Committee is developed that clearly defines Council's commitment including:

- Contribution to Oval Maintenance (Watering, Fertilising, Mowing)
- Contribution to Building Maintenance
- Contribution to Reserve Maintenance

- Review of the Trentham Sportsground Strategic Plan and future Action Plan development to identify and progress priority renewal and upgrade works.

Trentham Mechanics Institute

Officers met with the Trentham Mechanics Institute Committee in late May 2014 where the Committee indicated that their preferred option was for Council to take on the role of Committee of Management for the Department of Environment and Primary Industries (DEPI).

A site inspection was undertaken of the Mechanics Institute which identified some urgent priority works that will need to be addressed should Council accept management responsibility. These works relate to Essential Safety Measures (ESM) and works to address safety concerns or to prevent further degradation of the building. These works are in addition to 'general housekeeping' items such as clearance of stored items or general cleaning, etc.

The required works and indicative costings are set out in the table below. It is important to note that the below listed items need to be prioritised and an appropriate timeline determined. This will be impacted significantly by the Trentham Hub timeline.

Required works	Indicative cost
Clearing of external roof & Gutters	\$1,000
Trimming of overhanging vegetation to both sides	\$1,200
Repair weather damage to internal side doors	\$5,000 (up to)
Regrade external path on west side	\$1,800
Installation of 'crash bar' door handles for emergency egress, replacement of locks and security systems	\$4,500
Installation of internal stair handrails	\$2,000
General items including : Assessment of roof cavity for leakages Essential Safety Measures Maintenance Manual Safety signage Electrical inspection to confirm Earth leakage system Hazardous Materials audit Assessment of roof cavity for leakages Relocation of some fire extinguishers from doorways	\$3,000
TOTAL	\$18,500

The extent of works to be undertaken will be influenced by the progress of the Trentham Hub and the ability to secure external funding for the project.

Some of the longer term works that will need further investigation should the building be retained include integrity of the subfloor structure, sealing the roof cavity to prevent animal access, Disability Discrimination Act (DDA) Access compliance, kitchen appliances upgrade

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective - Active and Engaged Communities

Key Strategic Activity:

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

Action: Clarify roles and responsibilities of council and sporting groups and level of support council will provide, including building, maintenance and renewal, oval maintenance, courts and amenity to ensure that equitable and consistent support is provided.

FINANCIAL IMPLICATIONS

If development of an MOU between Council and the Trentham Sportsground Committee is approved, the level of Council's contribution will be quantified during this process.

It is proposed that Council seeks financial assistance to improve the current condition of the Trentham Mechanics Institute.

Should Council take on the role of Committee of Management for the Trentham Mechanics Institute, the building will form part of Council's Asset Register. Future renewal and maintenance of this asset and subsequent budget allocations will be assessed in accordance with Council's Asset Renewal and Maintenance Program.

RISK IMPLICATIONS

Nil identified

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The proposal to enter into an MOU with the Trentham Sportsground Committee is underpinned by the principles of equity, participation and sustainability. A Council commitment to take over management of the Trentham Mechanics Institute addresses some of the community concern about the need for increased investment by Council in facilities for the community in Trentham.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As well as meeting with the Trentham Sportsground and Trentham Mechanics Institute Committees officers have also discussed the proposed approach with the Trentham Community FORUM and Trentham Hub Community Reference Group.

CONCLUSION

The outcome of the officer recommendation is an opportunity for Community Facilities within the Trentham Community to be improved. It is anticipated that this will build a stronger relationship between the Trentham Community and Council while ensuring that appropriate facilities are available into the long term.

OFFICER'S RECOMMENDATION

That Council:

- 11.2.1 Approves the development of a five year Memorandum of Understanding between Council and the Trentham Sportsground Committee, to be ratified by Council.
- 11.2.2 Approves Council becoming Committee of Management for the Trentham Mechanics Institute and authorises officers to work with the Trentham Mechanics Institute and the Department of Environment and Primary Industries to achieve this outcome.

MOTION

That Council:

- 11.2.1. *Approves the development of a five year Memorandum of Understanding between Council and the Trentham Sportsground Committee, to be ratified by Council.*
- 11.2.2. *Approves Council becoming Committee of Management for the Trentham Mechanics Institute and authorises officers to work with the Trentham Mechanics Institute and the Department of Environment and Primary Industries to achieve this outcome.*

Moved: Councillor Sebastian Klein
Seconded: Councillor Kate Redwood
Carried.

Councillor Greg May left the meeting at 8:26 pm.

**11.3. PROPOSED NEW LOCAL LAW NO 1 – MEETING PROCEDURES 2014
CHIEF EXECUTIVE OFFICER**

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

PURPOSE

The purpose of this report is for Council to declare its intention to make a new Local Law No 1 – Meeting Procedures 2014 and to commence advertising and consultation in accordance with the *Local Government Act 1989*.

BACKGROUND

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, Special and Advisory Committees.

Council's current Local Law No 1 – Meeting Procedures and Common Seal was last reviewed in 2009 and expired on 22 April 2014.

ISSUE/DISCUSSION

The proposed Local Law includes the necessary statutory information required under the *Local Government Act 1989* and provides a mechanism to facilitate the good governance of Council through this formal meeting procedure to ensure open, efficient and effective Council decision making.

A copy of the Proposed Local Law No 1 - Meeting Procedures 2014 is attached (Attachment 2).

The following clauses have been reviewed and updated:

- Improved index
- Commencement Date
- Revocation Date
- Deferring Confirmation of Minutes of a Meeting
- Leave of Absence
- Urgent Business
- Mayor and Councillor Reports
- Public Participation Time
 - Petitions
 - Questions
 - Requests to Address Council
- Addressing the Meeting

- Motions and Debate
 - Chair moving or seconding a motion
 - Withdrawal of Motions
- Procedural Motions
- Recision Motions
- Voting
- Special, Advisory and Other Committees.

The proposed Local Law has been reviewed by Council's legal advisors, Maddocks Lawyers, which has resulted in some changes to the following clauses:

Clause 1.6 - Application of the Local Law

The Local Law will apply to all meetings of:

- (b) Special Committees of Council with any necessary modifications or adaptations.

Addition of Clause 8.4.11 – Chair moving or seconding a motion

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.

Clause 18.14.2 – Withdrawal of motion

Notwithstanding 8.14.1 if Council resolves that it may not be withdrawn then the motion becomes incapable of being withdrawn.

Some clauses have been deleted as they replicate what is already in the Act.

Some clauses have been deleted in anticipation of the *Local Government (Governance and Conduct) Bill 2014* becoming law. This will confer on the Mayor a power to address misbehaviour by a Councillor during a meeting, and set out the consequences if a Councillor misbehaves.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Local Government Act 1989

The Act sets out requirements for Council Meetings and requires Councils to have a Local Law to control its meeting procedures. This Local Law has been drafted along similar lines to the existing Local Law with reference to the Act.

In order to implement a new Local Law, Council must

- determine the form and content of the Local Law
- advertise its intention to make a new local law
- hear any submissions received in accordance with Section 223 of the Act.

Once this process is complete, Council may resolve to adopt and confirm the Local Law which comes into operation on the date it is advertised in the Victoria Government Gazette.

FINANCIAL IMPLICATIONS

There are no financial implications involved in making a new Local Law apart from:

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 papers and the Victoria Government Gazette.

RISK IMPLICATIONS

There are no risks to Council in commencing the process for implementing this new Local Law.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Not applicable.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The statutory process provides the opportunity for public comment.

Local Law No 1 – Meeting Procedures 2014 will be advertised in the Victoria Government Gazette and in local newspapers seeking public submissions in accordance with Section 223 of the Local Government Act 1989.

Copies of the Proposed Local Law No 1 – Meeting Procedures 2014 will be 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.

Any person may make a submission to Council on the proposed Local Law by 5 pm on Tuesday, 23 September 2014.

Following the exhibition period, Council must consider any submissions received before adopting the Local Law.

CONCLUSION

Council is required to adopt a new Meeting Procedures Local Law to meet its statutory requirements under Section 91 the *Local Government Act 1989*.

OFFICER'S RECOMMENDATION

That Council:

- 11.3.1 Gives public notice of its intention to make a new Local Law No 1 - Meeting Procedures 2014, in accordance with the Local Government Act 1989, inviting any person to make a written submission up until 5 pm on Tuesday 23 September 2014, addressed to the Chief Executive Officer.
- 11.3.2 Makes the Proposed Local Law No 1 - Meeting Procedures 2014 available for public inspection at Council offices in Daylesford and Creswick; at Hepburn Libraries in Daylesford, Creswick, Clunes and Trentham and on Council's website.
- 11.3.3 Notes that a further report will be presented to Council to consider any public submissions lodged following the public exhibition period.

Councillor Greg May returned to the meeting at 8.29 pm.

MOTION

That Council:

- 11.3.1. *Amends Local Law No 1 – Meeting Procedures 2014 section 10 – Rescission Motions, clause 10.1.2 by adding clause '(c) it has been signed and dated by at least one other Councillor'.*
- 11.3.2. *Gives public notice of its intention to make a new Local Law No 1 – Meeting Procedures 2014, in accordance with the Local Government Act 1989, inviting any person to make a written submission up until 5 pm on Tuesday 23 September 2014, addressed to the Chief Executive Officer.*
- 11.3.3. *Makes the Proposed Local Law No 1 - Meeting Procedures 2014 available for public inspection at Council offices in Daylesford and Creswick; at Hepburn Libraries in Daylesford, Creswick, Clunes and Trentham and on Council's website.*
- 11.3.4. *Makes available an appropriate officer to address and step through the new requirements of the Proposed Local Law to Council's Special Committees and Advisory Committees, if requested.*
- 11.3.5. *Notes that a further report will be presented to Council to consider any public submissions lodged following the public exhibition period.*

Moved: Councillor Neil Newitt
Seconded: Councillor Pierre Niclas
Carried.

ATTACHMENT 2 - PROPOSED MEETING PROCEDURES LOCAL LAW 2014



PROPOSED
LOCAL LAW NO 1

MEETING PROCEDURES
2014

AUGUST 2014

1. INTRODUCTION	6
1.1 Title.....	6
1.2. Purpose of this Local Law.....	6
1.3. The Power to Make this Local Law	6
1.4. Commencement Date	6
1.5. Revocation.....	7
1.6. Application of the Local Law.....	7
2. NOTICES AND AGENDAS.....	8
2.1 Date, Time and Place of Meetings	8
2.2 Council may alter Meeting Dates.....	8
2.3 Notice of Meetings – Public.....	8
2.4 Notice of Special Committee Meetings to the Public.....	8
2.5 Notice of Meetings – Councillors.....	8
2.6 Cancellation or Postponement of a Meeting.....	9
2.7 Meetings Open to the Public.....	9
2.8. Meetings Closed to the Public	9
3. QUORUMS	10
3.1 Quorum	10
3.2 Inability to Gain a Quorum	10
3.3. Inability to Maintain a Quorum.....	10
3.4 Inability to Maintain a Quorum due to conflicts of Interest	10
3.5 Notice of Adjourned Meeting	10
3.6. Limit on Adjourned Meetings.....	10
4. MINUTES.....	11
4.1 Keeping of Minutes	11
4.2 Circulation of Minutes to Councillors	11
4.3 Confirmation of Minutes.....	11
4.4 Objection to Confirmation of Minutes.....	11
4.5 Deferring Confirmation of Minutes.....	11
4.6 Content of Minutes.....	12

5. BUSINESS OF MEETING	13
5.1 Order of Business	13
5.2 Change to Order of Business.....	13
5.3 Chairperson	13
5.4 Absence of the Chairperson	13
5.5 Conflicts of Interest	13
5.6 Leave of Absence.....	14
5.7. Notice of Motion	15
5.8. Urgent Business.....	15
5.9 Mayor and Councillor Reports	15
5.10 Petitions and Joint Letters	16
5.11 Public Participation/Question Time.....	17
5.12 Public Submissions Under Section 223 of the Act	18
5.13 Statutory Planning Reports.....	18
5.13 Presentation of Officer Reports	18
5.14. Confidential Business	18
6. ADDRESSING THE MEETING.....	19
7. BEHAVIOUR AT MEETINGS	20
8. MOTIONS AND DEBATE	21
8.1 Notices of Motion	21
8.2 Form of Motion	21
8.3. Chairperson’s Duty	21
8.4. Moving a Motion or Amendment.....	21
8.5 Agreed Alterations to a Motion	22
8.6 Right of Reply or Closing Statement.....	22
8.7 Moving an Amendment.....	22
8.8 Proposing an Amendment.....	22
8.9 Who May Debate an Amendment.....	22
8.10 No Right of Reply for Amendments.....	23
8.11 How Many Amendments may be Proposed.....	23
8.12 An Amendment to a motion Carried.....	23
8.13 Foreshadowing Motions.....	23

8.14	Withdrawal of Motions.....	23
8.15	Separation of Motions	23
8.16	Chairperson May Separate Motions	24
8.17	Motions in Writing.....	24
8.18	Repeating Motion and or Amendment of Motion	24
8.19	Debate Must Be Relevant to the Motion.....	24
8.20	Time Limits on Speaking to Motions.....	24
8.21	Extension of Speaking Time by Resolution of Council	24
8.22	When an Extension Can Be Proposed	25
8.23	Priority of Address.....	25
9.	PROCEDURAL MOTIONS	26
10.	RESCISSION MOTIONS	27
10.1	Recission Motion	27
10.2	Majority to Rescind a Resolution.....	27
10.3	If Lost	27
10.4	If Not Moved.....	27
10.5	May Be Moved By Any Councillor	28
10.6	When not Required	28
11.	POINTS OF ORDER	29
11.1	Procedure for a Point of Order.....	29
11.2	Valid Points of Order	29
11.3	Chairperson to Decide.....	29
11.4	Chairperson May Adjourn to Consider	30
11.5	Effect of Ruling.....	30
11.6	Chairperson’s Ruling.....	30
11.7	Dissent from Chairperson’s Ruling	30
12.	VOTING	31
12.1	How Motion Determined	31
12.2.	Casting Vote	31
12.3	By Show of Hands.....	31
12.4	Procedure for a Division.....	31
12.5.	Change between Original Vote and the Division.....	32

12.6	No Discussion Once Declared	32
12.7	Application to All Meetings	32
13.	RECORDING OF MEETINGS	33
14.	SPECIAL, ADVISORY AND OTHER COMMITTEES	34
14.1	Application to SPECIAL, Advisory and Other Committees	34
14.2	Reports from Committees	34
15.	ELECTION OF THE MAYOR	35
15.1.	Election of Mayor	35
15.2	Procedure for Election of Mayor	35
15.2	Mayor to Take Chair	36
15.3	Deputy Mayor	36
16.	OFFENCES AND PENALTIES	37
16.1	Offences and Penalties	37
16.2.	Service of Infringement Notice	37
17.	SUSPENSION OF LOCAL LAW	38
17.1	Suspension of Standing Orders	38
18.	PROCEDURE NOT PROVIDED IN LOCAL LAW	39
19.	COMMON SEAL	40
19.1	Use of Common Seal	40
19.2	Security of the Common Seal	40
19.3	Signatures to Accompany Seal	40
19.4	Common Seal Register	40
19.5	Common Seal – Sealing Clause	41
20.	CERTIFICATION OF LOCAL LAW	42
21.	DEFINITIONS	43
22.	APPENDICES	46
	Appendix 1 – Motions and Amendments – Process Chart	46
	Appendix 2 – Public Question Time Form	48
	Appendix 3 – Petition Form	49

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 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 7 days notice to the public of the changes. If it is not practicable to provide 7 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 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 An emergency for the purpose of calling 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.
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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.
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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.

- 5.9.4 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.
- 5.9.5 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 STATUORY PLANNING REPORTS

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.

Objectors to a Planning Application will be provided with an opportunity to speak against the Planning Application.

A time limit of three minutes will apply but the time may be extended at the discretion of the Chairperson.

The Applicant and Objectors must advise the Planning Department of their intention to speak prior to the Ordinary Meeting.

Addressing Council in support of or against a Planning Application is a separate process from Public Participation Time.

5.13 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.

5.14. 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.
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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.
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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 to 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 18.14.1, 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 clause 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 Chairpersons 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 they 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 non-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 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; and
- 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 *[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]*

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

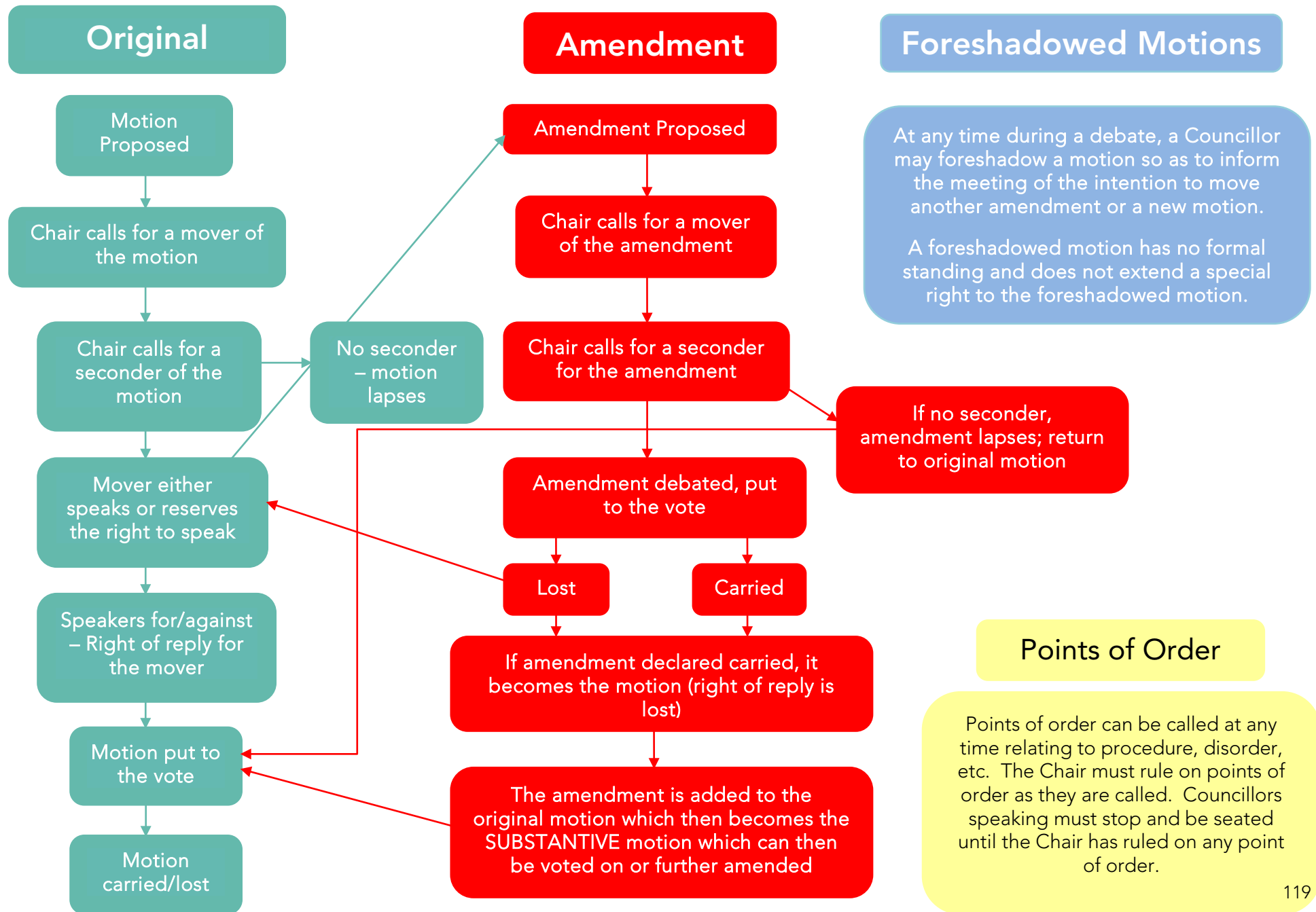
Words	Meaning
Councillor	a Councillor of Council who has taken the oath of office in accordance with section 63 of the Act
Council Meeting	Includes a meeting at which the Mayor is elected, an Ordinary Meeting and Special Meeting of Council but does not include an Assembly of Councillors
Deputy Mayor	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



APPENDIX 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.

APPENDIX 3 – PETITION FORM

**Please delete this and enter the
title of your petition here**

The petitioners whose names, addresses and signatures appear hereunder petition the Hepburn Shire Council as follows:

**Please delete this and insert the terms of the request you are making
to
Hepburn Shire Council**

Please make sure you include your name and address as well as signing the petition, otherwise the petition may not be accepted. If there is a reason why you require anonymity of your address, please seek the consent of Council by phoning 5348 2306 to exclude your address.

Name	Address/Contact Details	Signature

This petition along with your details may form part of a report to Council which will be included in the public Agenda and placed on Council's website.

**11.4. COMPLETION OF FLOOD RECOVERY WORKS AND FINALISATION OF FUNDING ACQUITTALS
GENERAL MANAGER INFRASTRUCTURE**

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

PURPOSE

The purpose of this report is to inform Council of the completion of flood recovery works.

BACKGROUND

Along with many parts of Victoria, Hepburn Shire experienced significant flooding on three separate occasions in late 2010 and early 2011. Damage to residential and commercial property was significant and damage to Council managed infrastructure was also widespread.

In April 2011, a dedicated flood recovery office was opened and a dedicated team was formed to coordinate our recovery program.

ISSUE/DISCUSSION

Council's flood recovery team coordinated a program of works valued at \$29.8 million and involved work on over 65 projects over two and a half years.

These works were completed on many assets across the Shire including the sealed and unsealed road network, roadside drainage and drainage culverts, bridges, recreation and sporting facilities, footpaths and community buildings.

In May 2013, the Department of Treasury and Finance approved an extension to the Natural Disaster Relief Recovery Arrangements (NDRRA) funding for a further 12 months to 30 June 2014. This extension was granted as the majority of Victorian municipalities were not able to complete their respective recovery programs within the standard two year timeframe.

A total of \$29.8 million was spent on both Council infrastructure and community recovery efforts.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective – Sustainable Environment and Vibrant Communities

Key Strategic Activity:

17. Review and analyse Council's current operating emergency management framework for preparation, response and recovery areas with a view to

delivering improved outcomes for communities affected by emergencies and natural disasters.

FINANCIAL IMPLICATIONS

Council's recovery program has seen expenditure of \$29.8 million which has been largely covered by the Federal Government through the Natural Disaster Relief Recovery Arrangements and State Government with specific project grants. Along with contributions from Council, there have also been significant cash contributions and /or volunteer support for some projects to facilitate the completion of works.

As a result of this support, Council has been able to complete a major infrastructure recovery program without placing a significant burden on ratepayers or impacting other Council services. Without this assistance, it is unlikely Council would have been able to complete the recovery program in the manner it has now achieved.

RISK IMPLICATIONS

Not Applicable

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

These floods caused significant anxiety and distress among many members of the community, who endured a number of Shire wide floods within a short period of time. Creswick residents endured the third flood in February 2011. Council responded to the psychological impact on the community by partnering with Hepburn Health Service and engaging full time counsellors to offer support and assistance to those affected. Council also partnered with many other agencies and affected communities to minimise, as far as possible, the economic impact with prompt action and responses to a large number of requests for assistance.

The initial and ongoing support by emergency volunteers, Council staff and the financial assistance of Federal and State Governments should be well acknowledged.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The flood recovery team worked closely with members of the community and community groups when reinstating damaged infrastructure. The partnerships created with other government agencies and our community has also been significant.

The support, patience and generosity of local communities must also be acknowledged by Council. Many of the works took considerable time to coordinate and complete and the community demonstrated great support and patience during the delivery of flood recovery program.

CONCLUSION

Following significant flooding across the municipality in late 2010 and early 2011, Council commenced an ambitious recovery program with a dedicated team to coordinate the delivery of the program. This program has resulted in works valued at \$29.8 million and was completed in June 2014.

The support and assistance provided by all agencies, community groups and individuals is well acknowledged and has contributed to the successful delivery of the program.

The final claim has now been submitted to the Department of Treasury and Finance for acquittal.

OFFICER'S RECOMMENDATION

- 11.4.1 That Council notes the report on completion of flood recovery works and finalisation of funding acquittals.

MOTION

That Council:

- 11.4.1. *Notes the report on completion of flood recovery works and finalisation of funding acquittals.*
- 11.4.2. *Writes to all staff members of the Flood Recovery Office, including the former Manager Ms Jenny Browne, thanking them for their terrific contribution to the flood recovery effort in Hepburn Shire.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Neil Newitt

Carried.

11.5. EVENTS STRATEGY

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 that Council adopt an Events Strategy.

BACKGROUND

Festivals and Events provide a great opportunity to attract visitation and ensure tourism growth in Hepburn Shire. Currently, there are in excess of 40 events on Council's printed events calendar. These events range from local community events that attract a few hundred people to major events that attract over 20,000 people.

Council currently funds and supports at least 20 events annually. This support includes financial assistance through Memorandum of Understanding (MOU) agreements, the events section of Council's Community Grants Program and for the 2013/14 and 2014/15 financial years the Creswick Four Seasons funding program. Council also provides operational support to a number of events. This support includes waste management, road closures and equipment hire.

ISSUE/DISCUSSION

In order to ensure a strategic and transparent approach to funding, supporting and growing existing events as well as attracting new events, an events strategy has been developed. The draft Events Strategy is attached to this report (Attachment 3).

The Events Strategy aims to make Hepburn Shire a premier regional Victoria events destination that leverages success through its unique communities and natural environment.

To achieve this vision, the Events Strategy contains the following:

1. Implement Council's events funding and support framework
2. Retain and enhance existing major events
3. Develop, measure and monitor the impacts of major and regional events to help them develop and ensure a return on investment is achieved
4. Identify community and regional events with the ability to grow into major events
5. Attract new major and regional events that assist in expanding Council's calendar of events
6. Provide efficient and cost effective operational support to events.

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

Implementation of the Events Strategy for 2014/15 is within the existing recurrent events budget.

A key component of the Events Strategy is to engage event organisers to increase their financial sustainability and decreasing their reliance on Council funding. The decrease in funding of existing events will then be utilised to attract and grow new and/or existing events.

Any proposed event funding through MOU's or events grants and Four Seasons grants will be brought back to Council for approval.

Any increase in funding for the events budget will be brought through the budget process.

RISK IMPLICATIONS

All events in Hepburn Shire that take place on public land are required to go through Council's events meeting process. Through this process, each event is required to develop a risk management plan and emergency management plan for their event.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Events can have a positive impact on the local economy. The Events Strategy aims to enhance this impact through growing existing events, increasing overnight stays, attracting additional financial support from outside Hepburn Shire, attracting more people from inter and intra state and ensuring Council gets a return on the investment made in events.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Through the development of the Events Strategy Council staff have consulted with a number of event organisers.

CONCLUSION

Events play a key role in increasing visitation and enhancing the local economy. The Events Strategy positions Council to maximise these benefits.

OFFICER'S RECOMMENDATION

That Council:

- 11.5.1 Adopts the Events Strategy – August 2014.
- 11.5.2 Makes the Events Strategy – August 2014 available for public inspection on Council's website.

MOTION

That Council:

- 11.5.1. *Adopts the Events Strategy – August 2014.*
- 11.5.2. *Makes the Events Strategy – August 2014 available for public inspection on Council's website.*

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

ATTACHMENT 3 - EVENTS STRATEGY – AUGUST 2014



EVENTS STRATEGY

AUGUST 2014

VISION

Hepburn Shire Council will be a premier regional Victorian events destination that leverages success through its unique communities and natural environment.

STRATEGIC DIRECTION

Council's strategic direction is to support events in the following areas:

- Wellness and Healing
- Natural Experiences
- Food and Wine
- Arts and Culture
- Local Communities
- History and Heritage

STRATEGIES

In order to achieve the vision, the following strategies will be implemented:

1. Implement Councils events funding and support framework
2. Retain and enhance existing major events
3. Develop, measure and monitor the impacts of major and regional events to help them develop and ensure a return on investment is achieved
4. Identify community and regional events with the ability to grow into major events
5. Attract new major and regional events that assist in expanding Councils calendar of events
6. Provide efficient and cost effective operational support to events

ACTION PLANS

The following action plans will be undertaken to implement each strategy:

1. Implement Councils events funding and support framework

Hepburn Shire Council recognises both the significant costs involved in establishing and running a major event and the economic benefits that events bring to Hepburn Shire. In order to ensure Council can provide a suitable level of support to a wide variety of events, the following events funding and support framework has been established.

The events framework provides three levels of support for events within Hepburn Shire. This support is for:

- Major Events
- Regional Events, and;
- Local Community Events

In order to place events in a relevant category they will be assessed against the following criteria:

- Alignment with Council and/or Daylesford Macedon Ranges Regional Tourism Board (DMRRTB) or other peak regional body strategic direction
- Economic Impact generated through event and capacity to grow
- Tourism growth – raises the profile of Hepburn Shire and attracts external visitors
- Supported by community and business
- Opportunities to support existing and leverage new product and business development
- Sustainable event funding model and viability in the short/medium/long term
- New events- fill a gap in events calendar and/or addresses a gap in the strategic direction

The below table identifies a detailed breakdown of how events will be assessed against each criterion:

Criteria\Rating	High	Medium	Low
Alignment with Council and/or DMRRTB or other peak regional body strategic direction and vision and Council Plan	Does the event align with the Hepburn Shire Council Plan and event strategic direction and DMRRTB's or other peak regional body strategy and Tourism Victoria's event strategic directions?		
Economic Impact and capacity to grow event	Economic value > \$2,500,000	Economic value > \$1,000,000 - \$2,500,000	Economic value < \$1,000,000
	Can the event demonstrate a plan to grow their event over the length of the funding agreement		
Tourism Growth - Raises profile and attracts external visitors	National and International media coverage	State media coverage	Local/Regional media coverage
	Greater than 60% of attendees are from outside the region	Greater than 40% of attendees are from outside the region	20% or less of attendees are from outside the region
Supported by community and business	The event must detail how it supports and is supported by local community and business		
Opportunities to support Product Development	The event needs to explain how it proposes to utilise local and regional businesses in delivering its event and how its event supports new product and business development		
Sustainable event funding model and viability in the short/medium/long term	Provision of three year event business plan	Provision of three year event business plan	Provision of a business plan for the upcoming event
Does the event fill a gap in the strategic direction and events calendar (new events only)	New events must be able to demonstrate how they fill a gap in the existing events calendar and/or a gap in Councils events strategic direction.		

Once an event has been assessed they will then be eligible for one of the funding programs below:

Funding Program	Criteria to be met	Council support provided
Major Events	Average high against framework	<ul style="list-style-type: none"> - Funding : \$10,000 > \$20,000 - Funding tied to event growth - 3 year funding agreement - Possible sliding funding scale - Base funding amount of \$10,000 for major events - Maximum in-kind Council support valued at \$10,000 (requires approval)
Regional Events	Average medium-high against framework	<ul style="list-style-type: none"> - Funding : \$5,000 > \$10,000 - Funding tied to event growth - 3 year funding agreement - Possible sliding funding scale - Base funding amount for all events that meet 'Regional Event' criteria - Maximum in-kind Council support valued at \$5,000 (requires approval)
Local Community Events	Average medium- low against framework	<ul style="list-style-type: none"> - Funding : Up to \$2,000 - Funding available through Councils Community Grants program - 'One off' funding - Maximum in-kind Council support valued at \$3,500 (requires annual approval)

2. Retain and enhance existing major events

Major events in Hepburn Shire Council provide a significant boost to the local economy by increasing visitation, raising the profile of the area and attracting positive media attention. Existing events already have significant networks and community support in place along with a positive brand and reputation. By supporting and retaining our current major events Council can also signal to potential new events that they will be supported in Hepburn Shire.

In order to support current major events the following actions will be implemented:

- Implement Action Plan 1 – Events Funding and Support Framework
- Where required work with Daylesford Macedon Ranges Regional Tourism Board, Tourism Victoria, other levels of government and the private sector to attract additional support for these major events
- Provision of Memorandum of Understanding funding agreements with major events to provide clarity of roles, responsibilities and expectations between Council and the event organiser
- Continue to support major events through Councils Events Coordinator

3. Develop, measure and monitor the impacts of major and regional events to help them develop and ensure a return on investment is achieved

To ensure Council and the community receive a return on their investment into events, all major and regional events will have KPI's tied to their development. These KPI's will have a focus on events developing tourism and economic impacts within Hepburn Shire.

The actions Council will undertake to implement this strategy are:

- Strengthen partnerships with Daylesford Macedon Ranges Regional Tourism Board, Tourism Victoria and any other areas as required to enhance their support and investment to events in Hepburn Shire
- Inclusion of Key Performance Indicators (KPI's) in MOU funding agreements that encourage growth and ensure events are increasing the tourism and economic impacts they provide to Hepburn Shire annually

- Ensure major events place a focus on attracting national media coverage to encourage visitation from inter and intra state visitors
- Where viable grow events and the number of overnight visitors they attract by encouraging them to extend the length of their events

4. Support the growth of existing events into regional and major events

Supporting existing regional or community events in Hepburn Shire with the potential to grow into major events will allow Council to further develop its events calendar. Similar to existing major events, existing community and regional events already have local event organisers, volunteers and support which provides a cost effective means of developing major events.

To identify and develop community and regional events into major events Council will:

- Assess events against the funding and support framework, events calendar and strategic direction to see if it addresses a gap
- Compare potential events against any similar events across the State to identify the potential for the event to grow
- Discuss with event organisers their plans for the event and level of support to further develop the event
- Work with Daylesford Macedon Ranges Regional Tourism Board, Tourism Victoria and other government departments or areas as required to attract support and investment for the event

5. Attract new major and regional events that assist in expanding Council's calendar of events

Following the provision of support to existing major events, attracting new major and regional events to Hepburn Shire should be investigated.

In order to attract new major and/or regional events to Hepburn Shire the following strategies should be implemented:

- Develop a comprehensive events calendar for Hepburn Shire and identify current gaps
- Assess the local economy and identify periods of low economic investment

- Attract events which align with Councils events vision and strategic framework
- Work with new events to ensure they have a diverse level of investment and are not solely reliant on Council financial support
- Establish a 'new events' funding program to attract and establish new events in Hepburn Shire

6. Provide efficient and cost effective operational support to events

Council is well positioned to provide a variety of operational support to major, regional and community events across Hepburn Shire. This support can include traffic management, waste management, events equipment, providing access to facilities and assistance in event planning. This support provided to events is significant and without it some events may no longer be able to operate.

In order to continue to provide this support to events and to ensure that it is efficient and cost-effective to Council, the following actions should be undertaken:

- Conduct a comparison between the cost for Council to undertake this support against local private providers
- Annually review the events that are provided with this support to ensure they are still relevant and the budget allocated is suitable
- For new events to receive this support from Council they must fit within the events funding framework and be able to provide an events plan to Council outlining a sustainable three year plan
- 'One off' events seeking this support must contact Council six months before their event in order to be considered

**11.6. SWISS & ITALIAN FESTA MEMORANDUM OF UNDERSTANDING
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 that Council enters into a three year Memorandum of Understanding (MOU) with the Swiss & Italian Festa.

BACKGROUND

The Swiss & Italian Festa (SIF) is an annual festival held in Hepburn Springs and surrounds, that celebrates the areas unique heritage, lifestyle and culture.

This festival has been held every year since 1992. Council first formalised a funding agreement with the SIF in 2010.

MOU agreements between Council and event organisers are intended to clarify roles and responsibilities and to create a working relationship that ensures future sustainability and growth of the event in Hepburn Shire. MOU agreements also ensure that a transparent and accountable process is in place.

In 2013 the SIF ran across five days. Attendance numbers to the SIF for 2013 were very similar to the previous year. SIF estimated that 80% of their attendees were day visitors and locals and the remaining 20% were overnight visitors. Over 3,000 people attended the opening parade, 1,500 attended the lantern parade and fireworks and over 500 children were actively engaged by the SIF through lantern making workshops in their schools.

Council's contribution of \$10,000 was put towards the cost of securing a professional event organiser and marketing. Council's funding contribution also allowed the SIF to leverage funding through Tourism Victoria that is only available if the event receives a Council contribution.

ISSUE/DISCUSSION

Utilising the assessment criteria in the Events Strategy, the SIF has been categorised as a regional event.

A regional event is eligible for the following support:

- Funding up to \$10,000 annually
- Three year MOU agreement
- Maximum operational support of \$5,000 annually.

In line with this assessment, Council officers have developed a draft MOU for Swiss Italian Festa that covers the 2014/15, 2015/16 and 2016/17 events. The recommended level of financial support is \$10,000 annually.

The MOU clearly identifies the role of Council in supporting the SIF committee as well as identifying the role of the SIF committee in conducting a safe, accessible and professional event.

The SIF committee have not requested any changes to the MOU they held with Council previously.

In line with the Events Strategy, it is recommended that Council introduce a new set of KPI's for the SIF that ensure the event is continuing to grow, is attracting additional overnight visitors, is enhancing its economic impact and is attracting national media coverage to encourage visitation from inter and intra state visitors. These KPI's include:

- The SIF must strengthen partnerships with DMRRTB and Tourism Victoria to enhance their support and investment to the event with a goal of securing Tourism Victoria funding for the event and maintaining multi-cultural office funding.
- Attract state and national media coverage to encourage visitation from inter and intra state visitors and ensure a minimum of 40% of event attendees are from outside the region with an aim of increasing this to 50% of visitors from outside the region.
- Increase the number of overnight visitors who attend SIF from 20% to 30%.
- Continue significant engagement of local community groups and businesses.

If these KPI's are not met, then consideration will be given to a reduction in the amount of funding provided to the SIF.

The SIF must also provide a report to Council within eight weeks of the conclusion of the 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.

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

The proposed MOU allocates \$10,000 funding to the SIF across the 2014/15, 2015/16 and 2016/17 financial years.

The \$10,000 funding for the 2014/15 financial year is included in the 2014/15 budget.

RISK IMPLICATIONS

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

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The SIF attracts over 10,000 people to Daylesford and Hepburn Springs across the length of its event. Its 2013/14 event report indicates that 20% of these visitors stay overnight in the Shire. Utilising an economic modelling tool, Council officers estimate the SIF contributes in excess of \$2.5 million annually to the local economy.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The SIF has been involved in the development of this MOU.

As part of its event, the SIF undertakes significant community and stakeholder engagement.

CONCLUSION

The Swiss Italian Festa is a celebration of a unique aspect of Hepburn's heritage. The proposed MOU helps to secure the financial sustainability of this event and ensures that the event continues to grow over the length of the MOU by providing annual KPI's for the event to meet.

OFFICER'S RECOMMENDATION

- 11.6.1 That Council authorises the Chief Executive Officer to sign the 2014/15 to 2016/17 Memorandum of Understanding between the Hepburn Springs Swiss and Italian Festa Inc and Hepburn Shire Council.

MOTION

11.6.1. *That Council authorises the Chief Executive Officer to sign the 2014/15 to 2016/17 Memorandum of Understanding between the Hepburn Springs Swiss and Italian Festa Inc and Hepburn Shire Council.*

Moved: Councillor Pierre Niclas
Seconded: Councillor Sebastian Klein
Carried.

ATTACHMENT 4 - MEMORANDUM OF UNDERSTANDING BETWEEN
HEPURN SHIRE COUNCIL AND
HEPBURN SPRINGS SWISS AND ITALIAN FESTA INC

MEMORANDUM OF UNDERSTANDING BETWEEN
HEPBURN SHIRE COUNCIL AND HEPBURN SPRINGS SWISS AND ITALIAN
FESTA

Purpose:

The Memorandum of Understanding (MOU) is intended to clarify the roles and responsibilities and to create a working relationship between the Hepburn Shire Council (HSC) and Hepburn Springs Swiss & Italian Festa Inc (SIF), to ensure the future sustainability and growth of the Swiss Italian Festa in Hepburn Shire.

It seeks to ensure that a transparent and accountable process is in place between the HSC and SIF.

Term:

This MOU is for a 3 year period (2014, 2015, 2016) to be reviewed on an annual basis.

Parties:

Hepburn Shire Council (ABN 76 845 763 535)
of 76 Vincent Street, Daylesford, Victoria 3460. ("HSC")
and

Hepburn Springs Swiss & Italian Festa Inc. (ABN 33 515 457 605)
of PO Box 58, Hepburn Springs, Victoria 3461. ("SIF")

Hepburn Shire Sponsorship Support

The Council will provide an annual sponsorship sum of \$10,000 (funding) and up to \$3,000 of Council operational support towards the 2014/15, 2015/16 and 2016/17 Swiss Italian Festa event, subject to the requirements and provisions of this Memorandum of Understanding (MOU) being met.

The funding will be provided by HSC for SIF to assist with conducting a safe, accessible and professional event.

Subject to the receipt of a tax invoice from Swiss Italian Festa at least 14 days prior to the due date, Council will make the sponsorship payments for the event as follows:

Payment – of \$10,000 (100%) (Plus GST) to be paid within 2 weeks of the signing of this MOU and not before July 1st for 2015/16 and July 1st for 2016/17 financial years.

1. 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, assessment against KPI's and reviews.

1.1 Four Meeting Event Liaison Program

- a. HSC will assist and work with SIF in accordance with HSC's Four Meeting Event Liaison Program. Representatives from HSC and SIF will meet as per the following schedule:
 - 6 months prior to the event
 - 6 weeks prior to the event
 - 6 days prior to the event
 - within 3 months after the event
- b. HSC will invite the relevant emergency authorities to attend these meetings where appropriate.

1.2 Waste Management

- a. SIF must develop a Waste Management Plan with assistance from HSC, outlining the type and amount of wastes generated, waste management strategies and responsibilities.
- b. HSC will provide up to 20 bins and as many bin caps as are available from Council for the event. The bins and bin caps will be delivered on the Friday prior to the SIF Parade and collected on the Monday following the event by Council. The bins will be delivered to a site negotiated between HSC and SIF.

Additional recycling bins and bin caps for SIF will be sourced from Central Highlands Waste Management Group (CHWMG) if they are available (the Council cannot guarantee they will be available). The cost of transporting any additional bin caps and bins from CHWMG to and from the venue will be met by SIF.

- c. SIF agrees to work with HSC to conduct a Waste Wise event
- d. SIF is responsible to ensure 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 the SIF.

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

- a. SIF and HSC will develop a Traffic Management Plan (TMP) incorporating parking, pedestrian management and the road closures required for the duration of the event. TMP to be completed at least 4 weeks prior to the event
- b. HSC will provide road closure signs and equipment for road closures, including delivery, installation and collection in accordance with the time schedule as outlined in the TMP.
- c. SIF and HSC will provide suitably qualified and experienced personnel (including traffic controllers where indicated in the TMP) to assist in implementing and maintaining the TMP. All event marshals and traffic controllers will be familiar

with the TMP and comply with instructions from relevant authorities (including Victoria Police).

- d. SIF must develop a Parking and Pedestrian Plan for the event weekend. It is SIF's responsibility to provide suitably qualified and experienced personnel to implement the Parking and Pedestrian Plans. Council will provide advice to Swiss Italian Festa in the development of the plan.
- e. HSC will provide and deliver agreed signage for the event weekend. Directional and other signs required for the Parking Plan will be provided by SIF (or Council where available and negotiated in advance).

1.4 Venue and Venue Infrastructure

- a. SIF 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).
- b. SIF must annually book the Town Hall if required for the event. The booking will be subject to a security deposit and the Terms and Conditions of Council's standard Hall Hire Agreement.

1.5 Marketing and Communications

- a. HSC will provide promotion of SIF at the Daylesford Regional Visitor Information Centre and Creswick Visitor Information Centre including Display window or flat window for 4 weeks leading up to the event and for the duration of the event.
- b. HSC will allocate SIF the events signage frames at key entry points to Daylesford from the 1st of October to the end of the SIF. SIF will supply, install and remove the signs during the approved period.
- c. HSC will provide links to the SIF website on the HSC website and will include SIF in event calendar listings. SIF must provide information to be included in event calendar listing.

- d. HSC will support the marketing activities of SIF where possible
- e. SIF agrees to provide recognition to HSC via the following mechanisms:
 - 1. Recognition of HSC as a Major and/or Government Partner (or equivalent) in all information relating to SIF including its website, marketing material, media releases and communications. The usage of HSC's logo must be in accordance with the directions provided by HSC
 - 2. Provide Councillors and Council officer's free invitations to official SIF functions, events and launches, at least four weeks prior to the event
 - 3. Provision of a stall for HSC at appropriate SIF events if requested by HSC in advance
 - 4. Provide a half page advertisement in the SIF Guide, if a guide is produced (art work to be supplied by HSC at its expense according to production deadlines and graphical standards).

2. OCCUPATIONAL HEALTH AND SAFETY, RISK AND COMPLIANCE

- a. SIF must comply with all directions from HSC 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. SIF will obtain and pay all fees associated with the necessary permits, permissions and licenses required to conduct the event from HSC 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. SIF must provide a detailed Risk Management Plan (RMP) and Safety and Emergency Management Plan to HSC in accordance with HSC guidelines and pro-forma plans where available, at least 4 weeks prior to the event. HSC will provide assistance where possible. Plans must be updated continuously as the event date nears, and must be reviewed as soon as practical following the event.

- d. SIF must notify HSC in writing of any incident or accident occurring on HSC land or property including any road, reserve or building as soon as possible after the incident or accident has occurred.

3. INDEMNITY AND INSURANCE

- a. SIF will indemnify and keep indemnified and hold harmless HSC, its servants and agents from and against all actions, costs, damages, loss or claims from any activities or decisions arising from the conduct of the SIF, except to the extent caused or contributed to by the negligence or unlawful conduct of HSC or its servants or agents.
- b. SIF must maintain up to date insurances applicable to the event, including Public Liability Insurance for a minimum of \$10 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 to HSC at least 4 weeks in advance of the event. Stallholders and contractors involved with the event must also have Public Liability Insurance.
- c. If there is any loss or damage to HSC land or property as a result of the event, SIF will immediately notify HSC by making contact with the Events Coordinator (or another HSC officer if the Events Coordinator is not available) and cover restoration, replacement or repair costs of the loss or damage.
- d. SIF will maintain a legal status during the term of this MOU as an Association registered under the Associations Incorporation Act 1981 or another suitable status.

4. STRATEGIC AND BUSINESS PLANNING

- a. SIF will review and update its Business Plan on an annual basis. The Business Plan will include the key objectives for the SIF and specific performance indicators and will be provided to HSC at least 2 months prior to the event.

- b. HSC and SIF will collaborate and exchange information in relation to potential grants and funding applications.

5. KEY PERFORMANCE INDICATORS

The SIF must meet the following annual KPI's, which have a focus on developing tourism and economic impacts within Hepburn Shire:

- a. The SIF must strengthen partnerships with DMRRTB and Tourism Victoria to enhance their support and investment to the event with a goal of securing Tourism Victoria funding for the event and maintaining funding from the multi-cultural office
- b. Attract state and national media coverage to encourage visitation from inter and intra state visitors and ensure a minimum of 40% of event attendees are from outside the region with an aim of increasing this to 50% of visitors from outside the region
- c. Increase the number of overnight visitors who attend SIF from 20% to 30%
- d. Continue significant engagement of local community groups and businesses

6. REVIEW AND EVALUATION

- a. HSC will assess the achievements against the outcomes within this MOU, and the key objectives contained in the SIF Business Plan with input from SIF
- b. Swiss Italian Festa will attend a post event evaluation meeting with Council and other authorities following the completion of the event.
- c. Swiss Italian Festa will provide a preliminary report to Council within 8 weeks of the conclusion of the event and a final report within 12 weeks of the event, setting out the information below:
 - 1. Attendance numbers for Swiss Italian Festa
 - 2. Financial estimates, including detailed event budget and fundraising contribution to local community

3. Impact assessment on the Hepburn community (positive and negative impacts).
4. Media and marketing obtained for the Hepburn Shire region as a result of the event.
5. Details of specific event operational and other issues associated with the event including recommendations for improvements in future years.
6. In the final year of the MOU an independent assessor (paid for by SIF and approved by Council) must be engaged to assess the event. This must include at a minimum, economic impact, attendance figures, media coverage and level of support from community and local business.

7. 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 SIF to comply with HSC's local laws and other regulations and legislation relating to the conduct of the event

8. TERMINATION OF MOU

- a. If Swiss Italian Festa is unable to deliver the outcomes specified in this MOU, including meeting the KPI's specified in section 5 of this MOU, Council may review the level of sponsorship and operational support provided to the event.
- b. If Council or Swiss Italian Festa is in breach of the terms of this MOU this MOU may be terminated in writing by the Chief Executive Officer of Council.

MOU between Hepburn Shire Council and Swiss Italian Festa

Signed for and on behalf of the Hepburn Shire Council:

_____	_____	_____
Signature of authorised officer	Chief Executive Officer	Date

_____	_____	_____
Witness signature	Witness name	Date

Signed for and on behalf of Swiss Italian Festa

_____	_____	_____
Signature of authorised officer	President	Date

_____	_____	_____
Witness signature	Witness name	Date

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

Waste Management

Supply, delivery, collection of rubbish bins and lids (locations to be in Waste Management Plan), est. value \$1,000

Road Closures

Provision of equipment, signage, delivery and installation for road closures, provision of traffic controllers and provision of equipment for fireworks closure, est. value \$1,000

Equipment

Tables, chairs, safety vests, and BBQ (where required) – All items subject to equipment being available and SIF completing bookings, est. value \$100

HSC Buildings

Hepburn Mineral Springs Reserve for the first weekend in November each year, est. value \$200

Visitor Services

Provision of Visitor Information Centre window display, est. value \$300

Administration

Office space, computer with internet access, limited black and white photocopying and phone use, est. value \$100

Advertising Road Closure and Fireworks

Access to HSC page in the Advocate one week before event, est. value \$300

Total estimated in-kind support value \$3,000

Additional in-kind support provided by Council's Officers (details below). The value of this support has not been costed.

- Development of event memorandum of understanding
- Advice on Traffic Management Plan for Road Closures
- Advice on Risk Management Plan for Event
- Advice on development of an Emergency Management Plan
- Support to identify additional grant funding opportunities and to assist SIF with advice for submission preparation

**11.7. DOUG LINDSAY RESERVE LEASE
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 seek Council approval to enter into a lease with the Doug Lindsay Reserve Sports and Community Management Association Inc (Committee) to occupy Doug Lindsay Reserve, Creswick.

BACKGROUND

Over the past two years Council officers have been working with representatives from the Doug Lindsay Reserve user groups and community representatives to develop management arrangements for Doug Lindsay reserve.

In April 2012, Council endorsed "that a single overall incorporated Committee to manage the Doug Lindsay Facility within Council guidelines be formed. The composition and rules of this would be determined at future meetings".

Following this in November 2013, Council approved the Doug Lindsay Reserve Sports and Community Management Association Rules of Incorporation and appointed members to the Committee.

The Committee commenced meetings in December 2013 and received its Certificate of Incorporation in June 2014. During this time, the Committee has had input into the development of the business plan for the reserve and the draft lease.

ISSUE/DISCUSSION

A copy of the draft lease is attached with this report (Attachment 5).

The initial term of the lease is for five years (2014/15 - 2018/19). Following this, there is then the option of two further terms of five years each (2019/20 - 2023/24 and 2024/25 - 2028/2029).

During the first term of the lease, it is proposed that Council provides an operating subsidy to the Doug Lindsay Reserve Sports and Community Management Association Inc. This subsidy reduces from covering 50% of the operating expenses in the first year (2014/15) to 10% of the operating expenses in (2018/19). Due to this subsidy, there is no rent payable for the first term of the lease to Council. The lease allows for the rent to be reviewed at the end of the first term and increased for the second and/or third terms if required.

The reserve user groups will develop licence agreements with the Doug Lindsay Reserve Sports and Community Management Association Inc. These licence agreements will designate each user group allocated times for utilising the reserve,

and the fees that they are required to pay towards operating costs. The licence agreements will be brought to Council for approval.

Schedules 3, 4 and 5 of the lease document outline the roles and responsibilities of the Landlord (Council) and the Tenant (Doug Lindsay Reserve Sports and Community Management Association Inc) with regards to:

- Emergency Management
- Risk Management
- Insurance
- Tenant's Maintenance Obligations
- Financial Reports
- Landlord Subsidy
- Playing Surface Use
- Equipment Ownership
- Management responsibilities
- Building and Structures Maintenance and Renewal Plan.

In addition to the requirements in the lease document, the Doug Lindsay Reserve Sports and Community Management Association Inc Rules of Incorporation also provide a number of mechanisms for Council input. These mechanisms include:

- Council representative on the Doug Lindsay Reserve Sports and Community Management Association Inc
- Council approval required for the Terms of Reference for the Executive Committee of the Doug Lindsay Reserve Sports and Community Management Association Inc
- Council approval required for members to be appointed to the Doug Lindsay Reserve Sports and Community Management Association Inc.

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

Across the first term of the lease, it is proposed Council makes the following financial contributions to support operating costs of the Doug Lindsay Reserve Sports and Community Management Association Inc:

	Year 1 - 2014/15	Year 2 - 2015/16	Year 3 - 2016/17	Year 4 - 2017/18	Year 5 - 2018/19
Council – Subsidy	\$19,500	\$16,500	\$13,500	\$9,500	\$5,000

As a result of this subsidy, there is no rent payable for the first term. The rent can be reviewed at the end of the first and second terms.

RISK IMPLICATIONS

The Doug Lindsay Reserve Sports and Community Management Association Inc are required as part of their lease to complete a risk management plan, an emergency management plan and to hold appropriate insurance cover of the reserve and facilities.

In order to implement operations for the reserve, the Doug Lindsay Reserve Sports and Community Management Association Inc will develop license agreements with each of the regular user groups. These license agreements will outline each user groups responsibilities, their allocated times for using the facility and the amount they are required to pay for the use of the facilities. As per the lease these licenses will be submitted for Council approval once they are developed.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Doug Lindsay Reserve Sports and Community Management Association Inc is made up of five community representatives and a representative from each of the Creswick Football Netball Club, Creswick Soccer Club, Creswick and District Soccer Club, Creswick Bowling club and Creswick Municipal Band (currently inactive).

The business plan for the reserve shows an increase in external hires over the initial five year period as a major source of income for the Doug Lindsay Reserve Sports and Community Management Association Inc.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Doug Lindsay Reserve Sports and Community Management Association Inc and each of the reserve user groups have been consulted and have had input into the lease document.

CONCLUSION

Following two years work to develop management arrangements for Doug Lindsay Reserve, this lease document is the final step to formalise these arrangements.

OFFICER'S RECOMMENDATION

That Council:

- 11.7.1 Approves the five year (plus a further two terms of five years) 17D Crown Land lease to the Doug Lindsay Reserve Sports and Community Management Association Inc at Doug Lindsay Reserve, Creswick.
- 11.7.2 Authorises the Chief Executive Officer and the Mayor to sign and seal the lease document.
- 11.7.3 Authorises officers to formally seek Ministerial Consent for the granting of this lease.

MOTION

That Council:

- 11.7.1. *Resolves its intention to enter into a lease of the Doug Lindsay Reserve, Creswick with the Doug Lindsay Sports and Community Management Association Inc in accordance with the terms of the attached draft lease.*
- 11.7.2. *Authorises the advertising of Council's intention to enter into a lease of the Doug Lindsay Reserve, Creswick pursuant to section 190 of the Local Government Act 1989.*
- 11.7.3. *The draft lease includes a clause requiring reports to be presented to Council annually once the lease has been executed.*

Moved: Councillor Kate Redwood
Seconded: Councillor Greg May
Carried.

ATTACHMENT 5 - DRAFT SECTION 17D CROWN LAND LEASE –
DOUG LINDSAY RECREATION RESERVE – HEPBURN SHIRE COUNCIL AND
DOUG LINDSAY SPORTS AND COMMUNITY FACILITY ASSOCIATION

HEPBURN SHIRE COUNCIL

("Landlord")

AND

**Doug Lindsay Reserve Sports and Community Management Association Inc
A0061328V**

("Tenant")

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

**Premises: Doug Lindsay Recreation Reserve
Lindsay Park Drive, Creswick**

**DEPARTMENT OF ENVIRONMENT AND
PRIMARY INDUSTRIES**

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 A.C.N. 76 845 763)
535 was affixed on authority of the)
Council pursuant to Local Law No. 1
in the presence of:

Aaron van Egmond
Chief Executive Officer

Cr. Don Henderson
Mayor

Executed by the Tenant:

THE COMMON SEAL of **DOUG)**
LINDSAY RESERVE SPORTS AND)
COMMUNITY MANAGEMENT)
ASSOCIATION INC (A0061328V)
was affixed subject to its Constitution
and Rules in the presence of:

Name: Darryl Clifton
Position: President

Name: Janine Booth
Position: 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:** **Doug Lindsay Reserve Sports and Community
Management Association Inc** (A0061328V) of
Lindsay Park Drive, Creswick 3363
- 3 **LAND:** That part of the land known as the Doug Lindsay
Recreation Reserve, Lindsay Park Drive, Creswick
and described as Crown Allotment 35E and 35F
Section 48A Township of Creswick delineated on
the plan annexed to this Lease at Appendix One
- 4 **COMMENCEMENT DATE:** October 2014 (following Minister's sign-off)
- 5 **TERM:** Five years
- 6 **RENT:** Nil for the first Term

The Rent shall be revised on the Rent Review
Dates in accordance with Schedule Two
- 7 **PERMITTED USE:** Organised sporting matches and ancillary uses,
including but not limited to meetings, community
activities, fundraising and other activities as may
be approved by the Landlord from time to time.
- 8 **FURTHER TERM:** Two further Terms each of five years duration
- 9 **GUARANTEED SUM:** N/A
- 10 **REVIEW DATE(S):** At the commencement of each further Term
- 11 **NAME AND NOTICE
ADDRESS:** **Landlord:**
Hepburn Shire Council
PO Box 21
Daylesford Vic 3460

Tenant:
Doug Lindsay Reserve Sports And Community
Management Association Inc A0061328V
Lindsay Park Drive
Creswick Vic 3363
- 12 **INSURED SUM:** **\$20 Million Public Liability Insurance**
- 13 **RESERVATION:** **Public Recreation**
- 14 **PAYMENT ADDRESS:** **PO Box 21**
Daylesford Vic 3460

16 TENANT'S IMPROVEMENTS: NIL

SCHEDULE 2

RENT REVIEW

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

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

Method of Determination:

- 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.

SCHEDULE 3

FURTHER OBLIGATIONS

1. Emergency Management

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

2. Risk Management Plan

- 2.1. The Tenant must have in place prior to the commencement of this Lease a risk management plan having regard to:
 - 2.1.1. a risk assessment conducted to identify, analyse and evaluate risks associated with the premises and the permitted use;
 - 2.1.2. any matters required by, or in guidelines of the Tenant or its affiliated associations or governing bodies; and
 - 2.1.3. any requirements of the Tenant's insurer.

3. Insurance

In addition to its obligations under Part 13 of this Lease, the Tenant must also reimburse the Landlord for any building, structures and contents (industrial special risks) insurance premiums or excess paid by the Landlord in relation to the Premises within 30 days of receiving a request for payment of same.

4. Tenant's Maintenance Obligations

- 4.1. In addition to the Tenant's general repairing obligations in Part 11 and the Maintenance and Renewal Plan Schedule 5, the Tenant must, during the Term:
 - 4.1.1. Contribute an amount of \$10,000 over the first Term to capital renewal
 - 4.1.2. Prepare and submit an annual report of maintenance completed to the Landlord within 30 days of the anniversary of the lease each year.

5. Financial Reports

The Tenant will, upon request of the Landlord to do so, provide copies of annual financial reports and supporting documentation to the Landlord.

6. Landlord Subsidy

Council established an Advisory Committee to advise Council on the future management arrangements for Doug Lindsay Reserve. Through this Committee a Business and Management Plan for the facility was developed. This plan identified that appropriate management arrangements for Doug Lindsay would be an Incorporated Committee made up of community and user group representatives. In order to establish this committee it was identified that financial support from Council would be required for an initial five year term. Below is a table outlining the financial support that Council will provide over the initial lease Term.

	Year 1	Year 2	Year 3	Year 4	Year 5
Council – Subsidy	\$19,500	\$16,500	\$13,500	\$9,500	\$5,000

While the Landlord is providing a subsidy via a cash contribution and/or operational support (e.g. ground maintenance) the Landlord will receive free hire of the facility for meetings and events, provided the facility is not already previously booked.

7. Playing Surface Use

The Landlord retains the right to restrict access to any of the playing surfaces included in the lease area. The Landlord will endeavour to provide an alternate playing surface for user groups but this is not guaranteed. The Landlord will not provide any financial compensation in relation to this.

8. Equipment Ownership

The following equipment located in the Doug Lindsay Community Facility is owned, managed, maintained and replaced by the Tenant:

- Tables and Chairs
- Cutlery and Crockery

9. Assignment and Subletting

The Landlord and the Tenant agree and acknowledge that Part 12 of this Lease is deleted and replaced with the following:

12.1 No disposal of Tenant's interest

This Lease is personal to the Tenant and subject to clause 12.2, the Tenant must not under any circumstances:

- (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 Licensing

- (a) The Tenant may with the consent of the Landlord, grant a licence or sub-licence on terms approved in writing by the Landlord.
- (b) The granting of a licence with the Landlord's consent in accordance with this sub clause 12.2 will not relieve, excuse, waive, modify or alter in any way, the obligations or the performance of the obligations of the Tenant under this Lease.

12.3 Change of shareholding

If the Tenant is a Corporation (other than an incorporated association), there must be no 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.

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 under any circumstances constitute an acknowledgement 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.

SCHEDULE 4

MANAGEMENT RESPONSIBILITIES

The following table outlines the responsibilities for managing the operations within the leased area:

Tenant - Doug Lindsay Reserve Sports and Community Management Association	Landlord - Hepburn Shire Council
Managing bookings for regular and casual users	Maintenance of turf playing surfaces on football/cricket oval and both soccer pitches (includes irrigation, mowing, drainage, fertilisation, aeration and top dressing as deemed necessary by the Landlord)
Develop licenses with and manage the facility user groups	Roads, Car parking and Associated Drainage as required
Hold the liquor licence and manage the bars	Public litter bins (only those which are permanently publicly accessible)
Cleaning and Waste Disposal for all buildings	Landscaping and park maintenance outside of 10 metres around buildings
Kitchen and Bar Fitout	
Audio Visual Equipment	
Landscaping and garden beds within 10 metres of buildings	
Marketing and attracting events to the facility	
Coordinating regular maintenance and repairs	
Minor equipment and consumables	
Ensuring the Doug Lindsay Reserve including the surrounds are kept clean and tidy	

SCHEDULE 5

BUILDING AND STRUCTURES MAINTENANCE AND RENEWAL PLAN

The following table outlines the maintenance obligations of the tenant under the lease and the responsibility for replacing different components of the buildings and structures in the leased area.

Item	Maintenance Required by Tenant	Replacement (renewal) Responsibility
Heating, Ventilation and Air Conditioning	Annual maintenance and cleaning of filters	Tenant
Internal and External Doors and Windows	Annual Maintenance Cleaning as required	Tenant
Roof, Gutters and Downpipes	Annual Cleaning of gutters and downpipes	Landlord
Plate Glass	Replacement when damaged	N/A
Floor Coverings	12 monthly steam clean	Tenant – Replace carpet every ten years
Kitchen Fitout, including Appliances and Draining	Cleaning as required Annual service of exhaust system and gas appliances	Tenant
Painting	Repainting internally and externally every five years - Landlord to cover cost of anti-graffiti paint	N/A
Bathroom Fit Out (including vanities, bowls, cisterns, tiles, mirrors, hand driers)	Repairs and plumbing works as required	Tenant
Lights and electrical fittings	Repairs by certified electrician as required	Tenant
Grease trap and waste plumbing	Clean grease trap every six months Plumbing repairs as required	Tenant

Structural components of Bowls clubhouse, Multi-purpose pavilion and Netball/soccer pavilion buildings (inc. internal load bearing components in floor, walls and roof)	Advising Landlord of any observed issues	Landlord
Coaches boxes, ticket box, goal posts, cricket nets, oval and grounds fencing and sponsorship signs	Repairs and maintenance as deemed necessary	Tenant
Existing perimeter fencing	Advising Landlord of any observed issues	Landlord

Where the tenant has maintenance or renewal responsibilities, these may be completed by particular user group(s) as outlined in licence or similar agreements with them.

**APPENDIX ONE
(PLAN OF LAND)**



APPENDIX 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

ATTACHMENT 6 - DRAFT SECTION 17D CROWN LAND LEASE – BODY –
DOUG LINDSAY RECREATION RESERVE

CONTENTS

1	PART 1 – DEFINITIONS AND INTERPRETATION.....	1
	1.1 Definitions	1
	1.2 Interpretation.....	3
	1.3 Minister's delegations	5
2	PART 2 - EXCLUSION OF STATUTORY PROVISIONS.....	6
	2.1 Moratorium.....	6
	2.2 Exclusion of Statutory Provisions	6
3	PART 3 - LEASE OF LAND	6
	3.1 Lease of Land for Term	6
	3.2 Landlord's Reservations	6
	3.3 Other Reservations.....	6
	3.4 Landlord's Exercise of Rights	6
	3.5 Ownership of Tenant's Improvements	7
4	PART 4 - RENT	7
	4.1 Tenant to pay Rent.....	7
	4.2 Apportionment of Rent	7
5	PART 5 - RATES AND TAXES AND GST	7
	5.1 Tenant to pay Rates and Taxes	7
	5.2 Tenant to Produce Receipts	7
	5.3 Pro-rata apportionment	7
	5.4 Goods and Services Tax	8
6	PART 6 - COST OF SERVICES.....	8
7	PART 7 - COSTS	8
8	PART 8 - INTEREST	8
	8.1 Payment	8
	8.2 Calculation.....	9
	8.3 No Prejudice	9
9	PART 9 - USE OF PREMISES	9
	9.1 Tenant's Permitted Use and negative covenants.....	9
	9.2 Tenant's positive covenants	10
	9.3 No warranty as to use	11
	9.4 To Let Signs and Inspection	11
	9.5 Cost of alteration.....	11
10	PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS.....	11
	10.1 Compliance with Laws	11
	10.2 Landlord may comply with Laws if Tenant defaults.....	11
11	PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS	12
	11.1 General repairing obligation	12
	11.2 Landlord's right of inspection	12
	11.3 Enforcement of repairing obligations	12
	11.4 Landlord may enter to repair	12

(ii)

11.5	Alterations to Premises	13
11.6	Notice to Landlord of damage, accident etc	14
12	PART 12 - ASSIGNMENT AND SUBLETTING	14
12.1	No disposal of Tenant's interest	14
12.2	Deemed assignment on change of shareholding	14
12.3	Acceptance of Rent by Landlord	14
12.4	S.144 excluded	14
13	PART 13 - INSURANCE AND INDEMNITIES	15
13.1	Insurances to be taken out by Tenant	15
13.2	Tenant's insurance obligations	15
13.3	Non-vitiating of policies	15
13.4	Exclusion of Landlord's liability	15
13.5	Indemnities	16
14	PART 14 - DAMAGE AND DESTRUCTION	17
14.1	Tenant to reinstate Premises	17
14.2	Obligation to reinstate is absolute	17
14.3	Rent and Rates and Taxes	17
15	PART 15 - LANDLORD'S COVENANT	17
15.1	Quiet Enjoyment	17
16	PART 16 - TERMINATION AND DEFAULT	17
16.1	Events of Default	17
16.2	Forfeiture of Lease	18
16.3	Re-entry	19
16.4	Landlord may rectify	19
16.5	Waiver	19
16.6	Tender after determination	19
16.7	Essential terms	19
16.8	Damages for Breach	20
16.9	Repudiation by Tenant	20
16.10	Acts by the Landlord not to constitute forfeiture	20
16.11	Mitigation	20
17	PART 17 - DETERMINATION OF TERM	21
17.1	Tenant to yield up	21
17.2	Tenant to continue pay rent etc	21
17.3	Tenant not to cause damage	21
17.4	Failure by Tenant to remove the Tenant's Improvements	21
17.5	Tenant to indemnify and pay Landlord's Costs	22
17.6	Condition at Termination	22
17.7	Earlier breaches	22
18	PART 18 – MISCELLANEOUS	22
18.1	Notices	22
18.2	Overholding	23
18.3	Set-Off	23
18.4	Easements	23
18.5	Guarantee	24
18.6	Waiver	24

(iii)

19	PART 19 – FURTHER TERM.....	24
19.1	Option for new lease.....	24
19.2	Terms of new lease.....	24
19.3	Execution of extension of lease.....	25
19.4	Guarantor to execute extension of lease or guarantee.....	25
20	PART 20 – BANK GUARANTEE.....	25
20.1	Tenant to provide Bank Guarantee.....	25
20.2	Return of Bank Guarantee.....	26
20.3	Assignment or sale does not affect guarantee.....	26

SCHEDULE 1

SCHEDULE 2 - (RENT REVIEW)

SCHEDULE 3 - FURTHER OBLIGATIONS

APPENDIX ONE (PLAN OF LAND)

THIS LEASE is made on _____ and commences on the date in Item 4 of schedule 1

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

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

RECITALS

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

OPERATIVE PROVISIONS

1 PART 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

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

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

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

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

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

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

Commencement Date means the date set out in Item 4;

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

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

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

Further Obligations means any obligations set out in Schedule 3;

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

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

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

Guaranteed Sum means the amount set out in Item 9;

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

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 all improvements, fixtures, fittings, plant, equipment and chattels listed in Item 15 of Schedule 1 together with any other improvements, fixtures, fittings, plant, equipment and chattels on it 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 means the Land and the Tenant's Improvements;

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

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

Rent means the annual Rent set out in Item 6;

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

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

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

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

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

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

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

Tenant's Improvements means those items listed in Item 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

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

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

7 PART 7 - COSTS

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

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

8 PART 8 - INTEREST

8.1 Payment

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

8.2 Calculation

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

8.3 No Prejudice

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

9 PART 9 - USE OF PREMISES

9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

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

9.3 No warranty as to use

- (a) The Landlord gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

9.4 To Let Signs and Inspection

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

- (a) place advertisements and signs on those parts of Land and Premises as are reasonable having regard to the interests of the Landlord and the Tenant where the Premises are available for lease if the Tenant does not exercise any option to renew this Lease for a Further Term;
- (b) by appointment with the Tenant, show 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;
- (b) Before carrying out any repairs or maintenance to the Premises, the Tenant must obtain the written approval of the Landlord and all relevant Authorities but the Tenant will not be required to obtain written or any form of approval from the Landlord for maintenance of a non-structural nature.

11.2 Landlord's right of inspection

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

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

11.3 Enforcement of repairing obligations

The Landlord may serve on the Tenant a Notice:

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

11.4 Landlord may enter to repair

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

- (a) The circumstances for entry are:

- (i) to carry out any repairs on or to the Premises or the Services, which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
- (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Landlord is either required or in the Landlord's discretion elects to do and for which the Tenant is not liable under this Lease; and/or
- (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.5 Alterations to Premises

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

Proposed Work has been carried out in accordance with the plans and specifications approved by the Landlord.

11.6 Notice to Landlord of damage, accident etc

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

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

12 PART 12 - ASSIGNMENT AND SUBLETTING

12.1 No disposal of Tenant's interest

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

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

12.2 Deemed assignment on change of shareholding

There is a deemed assignment under this Clause if the Tenant is a Corporation (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.

12.3 Acceptance of Rent by Landlord

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

12.4 S.144 excluded

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

13 PART 13 - INSURANCE AND INDEMNITIES

13.1 Insurances to be taken out by Tenant

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

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

13.3 Non-vitiating 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 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.

14.2 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.1 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.

14.3 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 that the Tenant was required to remove 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) 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.

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.

**11.8. APPLICATION FOR APPROVAL TO OPERATE B-DOUBLE AND HIGHER MASS
LIMIT VEHICLES ON LOCAL COUNCIL ROADS
GENERAL MANAGER INFRASTRUCTURE**

In providing this advice to Council as the Manager Strategic Asset Management, I Grant Schuster have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider applications for consent to use B-Double and/or Higher Mass Limit (HML) vehicles on local Council roads.

BACKGROUND

The following new and renewal referrals for consent to use B-Double and/or HML vehicles on local Council roads have been received from the National Heavy Vehicle Regulator (NHVR).

Ref	Organisation	Vehicles	Roads	Time Frame
New Requests				
17404	Tringali Road Transport Pty Ltd	B-Doubles at HML	East St in Daylesford	Until 30/07/2017
Renewal Requests				
17114	Dunkley Cartage Pty Ltd	B-Doubles at HML	Water St in Creswick	Until 26/08/2017
17793	Clear Water Logging and Transport	B-Doubles at HML	<u>Route 1</u> Basalt Road in Eganstown <u>Route 2</u> Telegraph Road in Sailors Falls <u>Route 3</u> Cemetery Road in Eganstown	Until 28/07/2015

ISSUE/DISCUSSION

Council officers have assessed the application and the results are provided below.

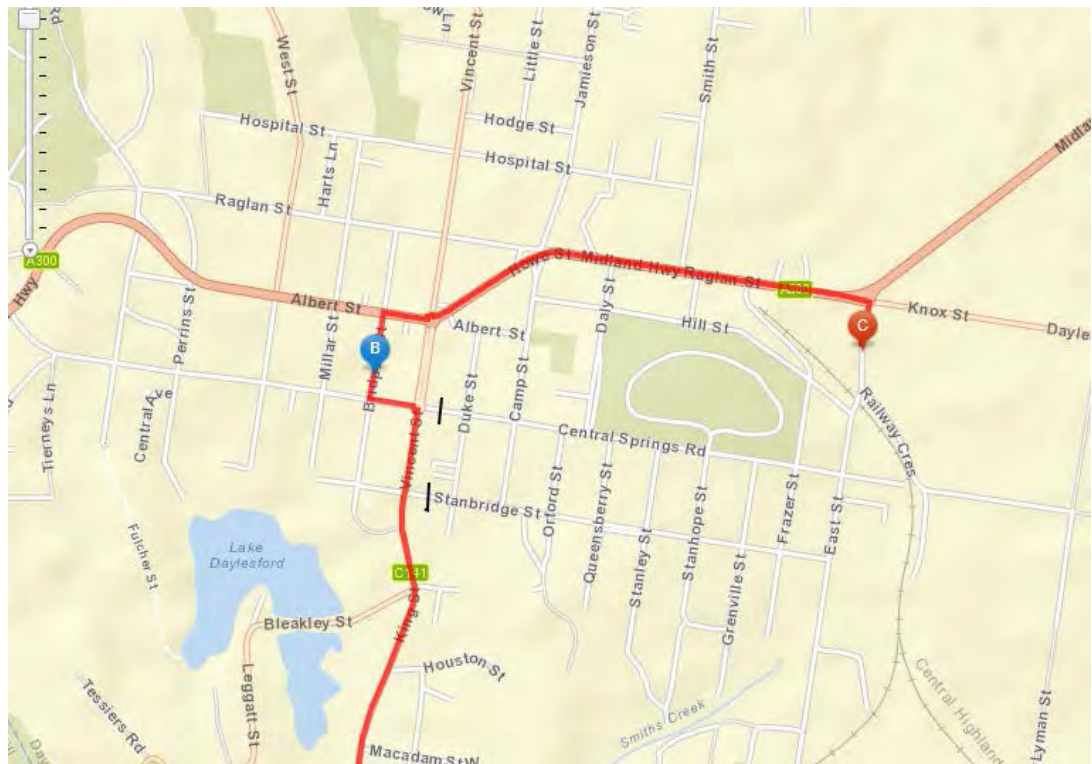
New Requests

a) Tringali Road Transport Pty Ltd

Tringali Road Transport Pty Ltd seeks Council approvals for using East Street to travel B-Doubles at HML to transport quarry products to 6 East Street in Daylesford for a period of three years.

Route Details:

Travel from Bacchus Marsh - Gisborne Rd, Western Fwy, Ballan – Daylesford Rd, King St, Vincent St, Bridport St, Albert St, Howe St to 6 East St, Daylesford.



Proposed Council road, East Street is capable of catering the B-Double vehicles at HML. Therefore it is determined that access is possible and acceptable.

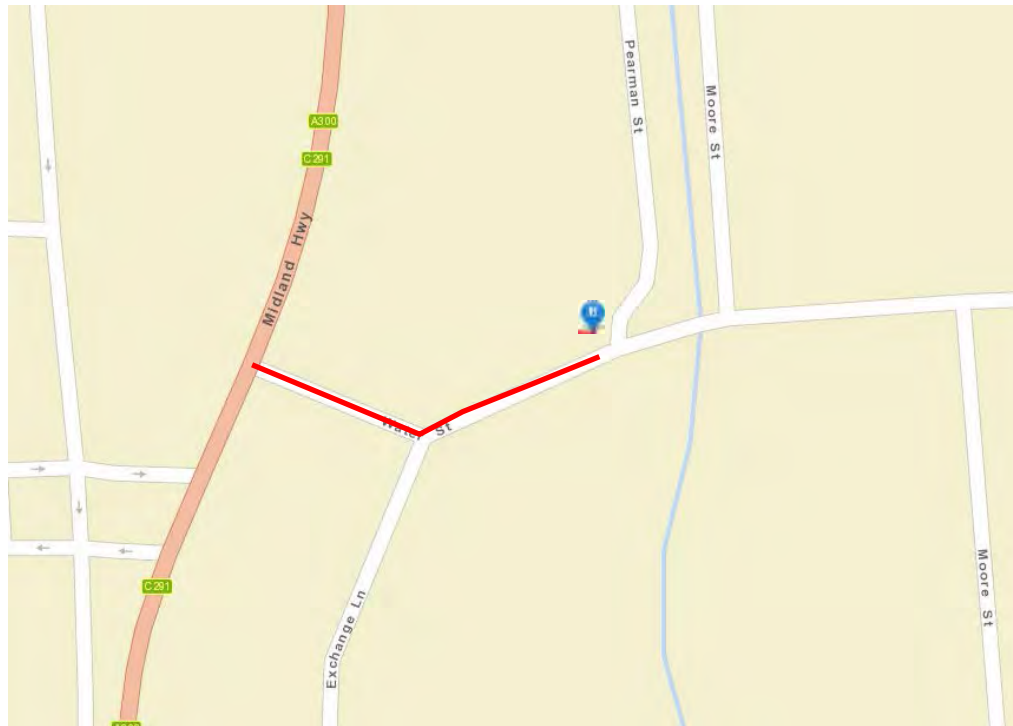
It is recommended that Council approves Tringali Road Transport Pty Ltd to use B-Doubles at HML on East Street to transport quarry products to 6 East Street, Daylesford.

Renewal Requests

a) Dunkley Cartage Pty Ltd

Dunkley Cartage Pty Ltd requests Council to renew its existing permit to use Water Street in Creswick to travel B-Doubles at HML to transport quarry products to Hepburn Shire Council Depot at 2A Water Street, Creswick for a period of three years.

Route - Travel from various locations to Hepburn Shire Council Depot at 2A Water Street, Creswick to transport quarry products.



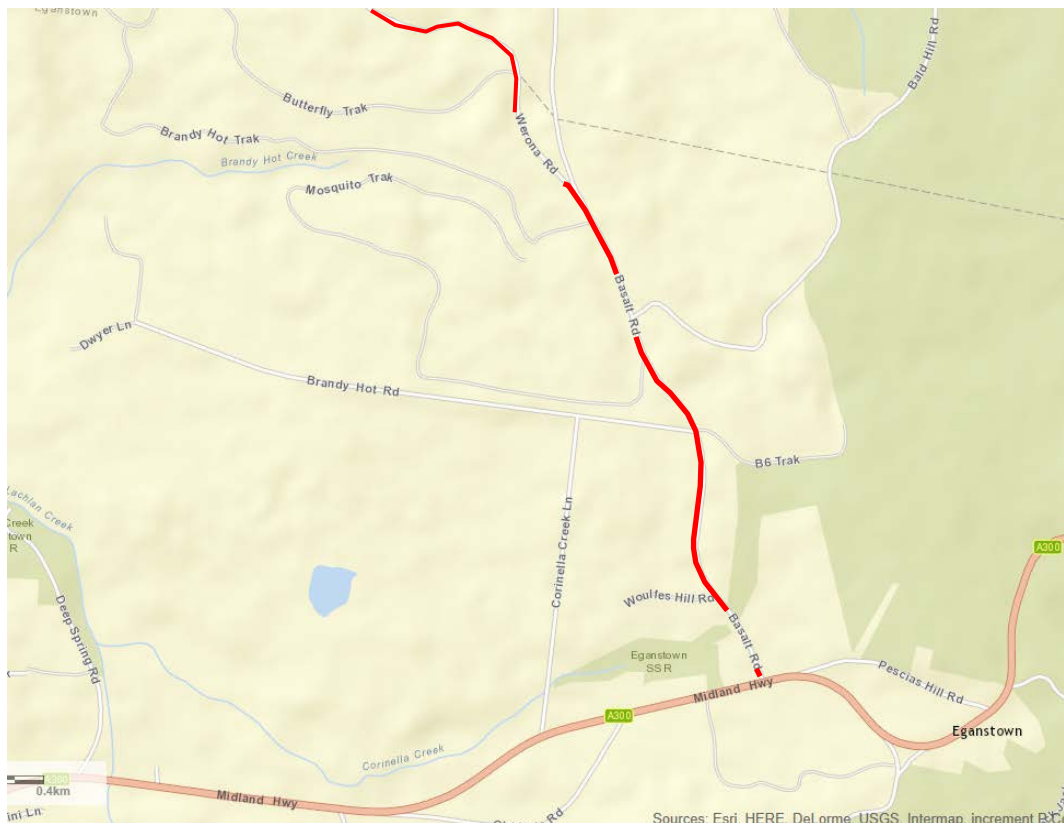
Water Street is wide enough to cater for B-Double vehicles at HML and there is no any load restrictions applicable for this road. Therefore it is determined that access is possible and acceptable.

It is recommended that Council approves Dunkley Cartage Pty Ltd to use B-Doubles at HML on Water Street to transport quarry products to the Depot at 2A Water Street, Creswick.

b) Clear Water Logging & Transport

Clearwater Logging & Transport requests Council to renew its existing permit for another 12 months period to use Council Roads to transport B-Doubles as detailed below.

Route 1 - Basalt Road in Eganstown to access the Midland Highway



Section of Basalt Road between Werona Road and Midland Highway is a sealed road with approx. 3.9m sealed width.

Use of proposed roads can be approved subjected to following conditions:

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 2 - Telegraph Road in Sailors Falls to access Ballan-Daylesford Road and Midland Highway

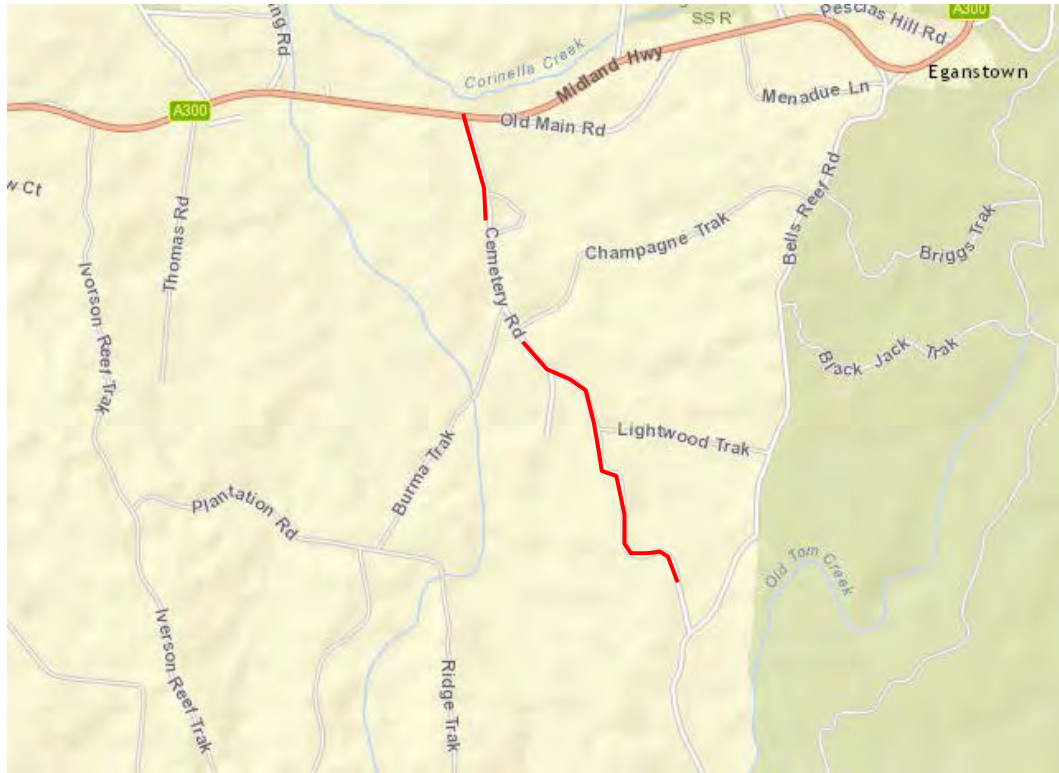


Telegraph Road is a combination of sealed and gravel surfaces and in good condition.

Proposed route can be approved subjected to following conditions.

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 3 - Cemetery Road in Eganstown to access Midland Highway



Cemetery Road is a 5.0m wide gravel road with good condition.

Proposed route can be approved subjected to following conditions.

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective – Quality Community Infrastructure

Key Strategic Activity:

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

FINANCIAL IMPLICATIONS

There are no expected financial implications from granting approval to Tringali Road Transport Pty Ltd, Dunkley Cartage Pty Ltd and Clearwater Logging & Transport to use subject roads for travelling B-Doubles at HML.

RISK IMPLICATIONS

There are no expected risk implications from granting approval to Tringali Road Transport Pty Ltd, Dunkley Cartage Pty Ltd and Clearwater Logging & Transport.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

There are no expected environmental / social / economic implications from granting approval to Tringali Road Transport Pty Ltd, Dunkley Cartage Pty Ltd and Clearwater Logging & Transport.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

No external engagement was undertaken in relation to these requests. Relevant internal roads and natural resource management staff have been involved in assessing these requests.

CONCLUSION

It is recommended that Council:

- Grants approval for Tringali Road Transport Pty Ltd to use B-Double vehicles at Higher Mass Limits on East Street to access the property at 6 East Street, Daylesford for a period of three years.
- Grants approval for Dunkley Cartage Pty Ltd to use B-Double vehicles at Higher Mass Limits on Water Street from Albert Street to the depot at 2A Water Street, Creswick for a period of three years.
- Grants approval for Clearwater Logging & Transport to use B-Double vehicles on proposes roads for a period of 1 year subjected to following conditions:

Route 1 – Basalt Road in Eganstown to access the Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 2 – Telegraph Road in Sailors Falls to access Ballan-Daylesford Road and Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 3 - Cemetery Road in Eganstown to access Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

OFFICER'S RECOMMENDATION

That Council:

- 11.8.1 Grants approval for Tringali Road Transport Pty Ltd to use B-Double vehicles at Higher Mass Limits on East Street to access the property at 6 East Street, Daylesford for a period of three years.
- 11.8.2 Grants approval for Dunkley Cartage Pty Ltd to use B-Double vehicles at Higher Mass Limits on Water Street from Albert Street to the depot at 2A Water Street, Creswick for a period of three years.
- 11.8.3 Grants approval for Clearwater Logging & Transport to use B-Double vehicles on proposes roads for a period of 1 year subjected to following conditions:

Route 1 – Basalt Road in Eganstown to access the Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 2 – Telegraph Road in Sailors Falls to access Ballan-Daylesford Road and Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

Route 3 - Cemetery Road in Eganstown to access Midland Highway

- It is the responsibility of the permit holder to pay attention to:
 - Overhead cables
 - Overhanging trees
 - Steep inclines/declines, tight corners and narrow roads
- Must not cut-down or trim any trees.

MOTION

That Council:

- 11.8.1. Approves *Tringali Road Transport Pty Ltd* to use *B-Double* vehicles at *Higher Mass Limits* on *East Street* to access the property at *6 East Street, Daylesford* during normal business hours for a period of three years expiring *30 July 2017*.
- 11.8.2. Approves *Dunkley Cartage Pty Ltd* to use *B-Double* vehicles at *Higher Mass Limits* on *Water Street* from *Albert Street* to the *Depot* at *2A Water Street, Creswick* for a period of three years expiring *26 August 2017*.
- 11.8.3. Grants approval for *Clearwater Logging & Transport* to use *B-Double* vehicles on proposed roads for a period of one year expiring *28 July 2015* subject to following conditions:
- Route 1 – *Basalt Road* in *Eganstown*
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*
- Route 2 – *Telegraph Road* in *Sailors Falls*
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*
- Route 3 – *Cemetery Road* in *Eganstown*
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*
- 11.8.4. Writes to the *National Heavy Vehicle Regulator* and *VicRoads* advising that *Council* does not support *Higher Mass Limit* vehicles using *Council roads* outside the hours of *7:00 am – 6:00 pm*.

Moved: Councillor Kate Redwood
Seconded: Councillor Sebastian Klein

AMENDED MOTION

That Council:

- 11.8.1. Approves *Tringali Road Transport Pty Ltd* to use *B-Double* vehicles at *Higher Mass Limits* on *East Street* to access the property at *6 East Street, Daylesford* during normal business hours for a period of three years expiring *30 July 2017*.
- 11.8.2. Approves *Dunkley Cartage Pty Ltd* to use *B-Double* vehicles at *Higher Mass Limits* on *Water Street* from *Albert Street* to the *Depot* at *2A Water Street, Creswick* for a period of three years expiring *26 August 2017*.
- 11.8.3. Grants approval for *Clearwater Logging & Transport* to use *B-Double* vehicles on *Basalt Road*, *Eganstown* for a period of one year commencing *30 September 2014* and expiring *30 September 2015* subject to following conditions:
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*
- 11.8.4. Grants approval for *Clearwater Logging & Transport* to use *B-Double* vehicles on proposed roads for a period of one year expiring *28 July 2015* subject to following conditions:
- Route 2 – Telegraph Road in Sailors Falls*
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*
- Route 3 – Cemetery Road in Eganstown*
- *It is the responsibility of the permit holder to pay attention to:*
 - *Overhead cables*
 - *Overhanging trees*
 - *Steep inclines/declines, tight corners and narrow roads*
 - *Must not trim or remove any trees.*

11.8.5. *Writes to the National Heavy Vehicle Regulator and VicRoads advising that Council does not support Higher Mass Limit vehicles using Council roads outside the hours of 7:00 am – 6:00 pm.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Pierre Niclas

Carried.

The Chair adjourned the meeting for a short break at 9:30 pm.

The meeting resumed at 9:36 pm.

**11.9. LEASE RENEWAL OR TRANSFER TO CROWN – COUNCIL OWNED VACANT LAND TO BULLARTO PUBLIC HALL COMMITTEE OF MANAGEMENT
GENERAL MANAGER INFRASTRUCTURE**

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 a Council decision regarding the Council owned vacant land adjacent to the Bullarto Public Hall.

It is proposed to continue to lease the land to the Bullarto Public Hall Committee of Management (the Hall Committee) until 30 June 2015, and for Council to apply to the Department of Environment and Primary Industries (DEPI) to acquire the land from Council in order for the land to be incorporated into the Bullarto Public Hall land and managed as one parcel.

BACKGROUND

The Council owned land was previously owned by the former Bullarto Tennis Club and was gifted to Council when the club ceased to exist in 1985. Volunteers from the Hall Committee continued to maintain the land until the arrangement was formalised in 1997 by way of a \$10 per annum lease from Council to the Hall Committee.

The most recent lease expired in 2012, however the holdover provisions of the lease are currently being applied and the lease fee (\$10pa+GST) has been paid for the period ending 30 June 2015. The delay in renewing the lease has been driven by difficulties in finding a mutually agreeable use for the land between the Crown appointed Hall Committee, and the Bullarto Community Planning Group (Planning Group).

The Planning Group was established following the development of a Bullarto and Musk Community Plan in 2013.

ISSUE/DISCUSSION

Option 1:

The first option to consider is for the lease to remain in overholding to the Hall Committee until 30 June 2015 whilst planning for new community facilities takes place. The Hall Committee has indicated it would prefer to continue to lease the land into the future and that the land remain vacant to facilitate security and maintenance of the site.

The Planning Group also supports a lease to the Hall Committee provided that the wording in the lease permits future possible development of improved community facilities such as a BBQ and shelter, water tank and community notice boards.

Option 2:

A second option for the vacant land is that it be transferred to the Crown and incorporated into the Bullarto Public Hall land, which can then be managed as one parcel by the Hall Committee.

Council recognises that if this was to occur, the Planning Group may find difficulty in having an input into how the land is used as the current Hall Committee have made it clear that it wishes for the land to remain vacant for the reasons outlined above.

The appointment of the current Hall Committee expires in April 2016 and the DEPI will advertise a public election some months before that date. Individuals from the Planning Group will then have an opportunity to make a nomination to be publicly voted onto the new Hall Committee.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective – Active and Engaged Communities

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.

FINANCIAL IMPLICATIONS

There are no significant financial implications regarding the issue of a lease to the Hall Committee or for Council to transfer ownership of the vacant land (Zoned Farming) to the Crown for incorporation into the Bullarto Hall land.

RISK IMPLICATIONS

No implications are expected.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The land is managed by the elected Bullarto Public Hall Committee of Management, if it is Council owned or transferred to the Crown.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council officers have liaised closely with both the Hall Committee and the Planning Group regarding the use of this land. However as stated above, both groups have very different ideas about what should occur on the land.

CONCLUSION

Council should continue to lease the land to the Hall Committee until 30 June 2015 (after which the future of the land can be discussed), and to authorise officers to begin proceedings to transfer the land into DEPI ownership for incorporation into the Bullarto Public Hall land.

OFFICER'S RECOMMENDATION

That Council:

- 11.9.1 Continues to lease the land to the Bullarto Hall Committee until 30 June 2015 after which the future of the land can be further discussed.
- 11.9.2 Authorises officers to apply to transfer the land to the Department of Environment and Primary Industries for incorporation into the Bullarto Public Hall land.

MOTION

That Council:

- 11.9.1. *Reserves this parcel of land that was gifted to Council by the Bullarto Tennis Club for the future needs of the Bullarto township and the local and broader community as a much needed recreation reserve, noting that no other public place of recreation exists there.*
- 11.9.2. *Approves this same location for the construction of new Council owned community facilities for the Bullarto township, being an interpretive display, notice board and picnic shelter, this site being the only remaining Council owned vacant land in the township.*
- 11.9.3. *Continues to lease the area to the Bullarto Hall Committee of Management with conditions that unambiguously allow and encourage shared use of the land but with provision for the Hall Committee to have exclusive use of the area at the annual Tractor Pull event.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Pierre Niclas

Carried.

11.10. NEW THREE YEAR LICENCE – DAYLESFORD TABLE TENNIS ASSOCIATION INC TO OCCUPY THE TABLE TENNIS PAVILION AT VICTORIA PARK, DAYLESFORD.

GENERAL MANAGER INFRASTRUCTURE

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

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 enter into a new Crown Land Licence for the Daylesford Table Tennis Association Inc (DTTA) to occupy the table tennis pavilion 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.

The DTTA has occupied the building known as the table tennis pavilion since its construction. This occupancy has never been recognised by way of a formal lease or licence except as a provision in the recently expired lease to the Daylesford Agricultural Society Inc. Currently the DTTA occupies the pavilion on a full time basis whilst the Agricultural Society utilises the space during the annual Daylesford Agricultural Show period only.

ISSUE/DISCUSSION

It is proposed to issue a new three year licence for the period 1 July 2014 to 30 June 2017 for the DTTA to continue to occupy the table tennis pavilion at Victoria Park.

The following information is provided in relation to this:

- A standard section 17(2) crown land licence is used.
- Repairs and maintenance at the pavilion are the DTTA's responsibility whilst Council takes responsibility for any items of a capital nature.
- In cooperation with the Daylesford Agricultural Society Inc, the DTTA will temporarily relocate their table tennis tables and equipment whilst the annual Daylesford Agricultural Show takes place.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

This Licence is granted under the powers of Section 17(2) of the *Crown Land (Reserves) Act 1978*. Council has Governor in Council certification under Section 17(1) of the Act to issue licences up to three years for this reserve without approval by the relevant Minister.

FINANCIAL IMPLICATIONS

There are no significant financial implications regarding the issue of a licence to the DTTA.

The annual licence fee of \$104 + GST, for community based organizations must be paid. An annual amenities fee of \$400 + GST which covers buildings insurance and utilities must also be paid.

RISK IMPLICATIONS

The Licence requires the DTTA to hold public liability insurance of \$20m and to submit an annual risk management plan.

ENVIRONMENTAL / SOCIAL/ECONOMIC IMPLICATIONS

Hepburn Shire Council recognises that participation in recreational groups and clubs provide important social connection and benefits for communities. No other implications are envisaged regarding this licence.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request for occupancy of the table tennis pavilion to be formalised by way of a Licence originated from the DTTA.

CONCLUSION

A three year licence issued under Section 17(2) of the *Crown Land (Reserves) Act 1978* is presented for Council's approval.

OFFICER'S RECOMMENDATION

That Council:

- 11.10.1 Grants Daylesford Table Tennis Association Inc a three year Crown Land Licence to occupy the table tennis pavilion at Daylesford Victoria Park in accordance with the attached licence document.
- 11.10.2 Authorises the Chief Executive Officer and the Mayor to execute the Crown Land Licence for and on behalf of Council.

MOTION

That Council:

- 11.10.1. *Grants Daylesford Table Tennis Association Inc a three year Crown Land Licence to occupy the table tennis pavilion at Daylesford Victoria Park in accordance with the attached licence document.*
- 11.10.2. *Authorises the Chief Executive Officer and the Mayor to execute the Crown Land Licence for and on behalf of Council.*

Moved: Councillor Greg May
Seconded: Councillor Kate Redwood
Carried.

ATTACHMENT 7 - SECTION 17(2) CROWN LAND LICENCE – DAYLESFORD
TABLE TENNIS ASSOCIATION INC - 1 JULY 2014 - 30 JUNE 2017

Hepburn Shire Council

LICENCE

CROWN LAND (RESERVES) ACT 1978

Section 17(2)

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

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

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

.....
Licensor or Authorised person
Aaron van Egmond, Chief Executive Officer
On behalf of **Hepburn Shire Council**
Date: _____

Licensee – **Daylesford Table Tennis Association Inc A0011712R**

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

.....
President Secretary
Print Name: Peter Francis Print Name: Nigel White

NOTE:

1	<i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>
2	<i>The Licence is not valid until such time as the licence fee is received in full.</i>
3	<i>Ministerial approval is not required as pursuant to an approved ORDER made under Section 17 (1) Crown Land (Reserves) Act 1978 Council may issue tenures for this Reserve.</i>

INDEX

SCHEDULE and SPECIAL CONDITIONS

LICENCE CONDITIONS

- 1 Grant**
- 2 Licensee's Obligations (Positive)**
 - 2.1 Licence fee**
 - 2.2 Rates and Taxes**
 - 2.3 Indemnity**
 - 2.4 Public Liability Insurance**
 - 2.5 Maintenance,**
 - 2.6 Fire Protection Works**
 - 2.7 Condition at Termination**
 - 2.8 Notice of Defects and other matters**
 - 2.9 Compliance with Law**
 - 2.10 Arrears and Interest**
 - 2.11 Further Conditions**
- 3 Licensee's Obligations (Negative)**
 - 3.1 Use of Licensed premises**
 - 3.2 Create nuisance**
 - 3.3 Allow rubbish**
 - 3.4 Hazardous Chemicals**
 - 3.5 Assignment**
 - 3.6 Licensor's Entry**
 - 3.7 Void insurance**
 - 3.8 Erection of Improvements**
- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Ownership of Improvements**
 - 4.4 Licensee's Chattels**
 - 4.5 Licensor may remove and dispose of property**
 - 4.6 Licensor's Agents**
 - 4.7 Notices**
 - 4.8 Debt recovery**
 - 4.9 Additional Approvals**
- 5 Definitions**
- 6 Interpretations**

PLAN

SCHEDULE

ITEM

- 1 Licence Number:** DOC/14/19985
- 2 Licensor:** Hepburn Shire Council ABN 76 845 763 535
- 3 Licensee:** Daylesford Table Tennis Association Inc A0011712R
- 4 Licensee's Address:** c/- 4 Ajax Rd, Daylesford Vic 3460
- 5 Commencement Date:** 1st July 2014
- 6 Term:** 3 years
- 7 Licence fee:** \$104.00 + GST pa (plus \$400pa + GST amenities fee) payable in advance
- 8 Payable:** Annually in full in advance on or before 1 July in each and every year of the Term
- 9 Reservation description:** Public Park Reserve - Pt Crown allotment 8 Sec 9C Parish of Wombat
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Public Park and Recreation
- 14 Amount of Public Liability Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**
 - 16.1** The Licensee must pay an annual amenities charge which covers items such as buildings insurance and electricity costs.
 - 16.2** The Licensee is responsible to insure any equipment it has on the Licensed Premises.
 - 16.3** A copy of the RMP must be lodged with the Licensor. A failure to have a current RMP and appropriate procedures will be a default condition under this Licence
 - 16.4** The Licensed Premises may be allocated by the Licensor for use by other Clubs, Associations, Groups or individuals as seen fit by the Licensor.

- 16.5** The Licensee must not damage or deface the Licensed Premises. The Licensee is responsible in accordance with this Licence to clean and maintain the property (e.g. light fittings and gutters).

LICENCE CONDITIONS

1 *Grant*

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

2 *Licensee's Obligations (Positive)*

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

2.1 *Licence fee*

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

2.2 *Rates and Taxes*

2.2.1 If requested to do so by the Licensor, duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

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

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

2.3 *Indemnity*

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

2.4 *Public Liability Insurance*

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

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

2.5 *Maintenance*

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

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

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

2.6 Fire Protection Works

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

2.7 Condition at Termination

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

2.8 Notice of Defects and other matters

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

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor:-
- 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do nor cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
- 3.6.1.2 inspection; or
- 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

- 4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.
- 4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.
- 4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.
- 4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

- 4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.
- 4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.
- 4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Environment and Primary Industries or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

“**Minister**” means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

“**pest animals**” has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

“**sign**” includes names, advertisements and notices;

“**soil**” includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

“**weeds**” include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution there for" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

Daylesford Victoria Park

Licensed Area ■



Mayor Councillor Don Henderson vacated the Chair due to an indirect Conflict of Interest and left the meeting at 10.10 pm.

Deputy Mayor Councillor Kate Redwood assumed the Chair.

**11.11. LICENCE RENEWAL – CRESWICK CUBE TO CRESWICK AND DISTRICT RESIDENTS ASSOCIATION (CADRA)
GENERAL MANAGER INFRASTRUCTURE**

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 Council Licence with Creswick & District Residents Association Inc (CADRA) for the occupancy of "The Cube" building in Creswick.

BACKGROUND

The Cube (former Creswick Tourist information Centre) is located in the road reserve near the intersection of Raglan and Cambridge Streets, Creswick.

CADRA has utilised The Cube for a number of years to display information about local events, local groups and Council news in the windows. Occupancy was formalised by a 3 year licence, jointly held with the Business and Tourism Creswick Inc (BATC), in 2011 which expired on 30 June 2014.

ISSUE/DISCUSSION

BATC no longer utilises The Cube, and has requested that it is not included in a future licence. CADRA has requested a further three year licence to access the building for the purposes of maintaining displays and notices.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council Plan 2013-2017:

Strategic Objective – Active and Engaged Communities

Key Strategic Activity:

1. Support community groups through provision of advice, information and community grants.

FINANCIAL IMPLICATIONS

Most licences such as this have an annual fee of \$104 + GST, for community based organisations. Due to the services that CADRA provides to Council in publishing the

weekly newspaper page, it is recommended that the fee is waived. There are no other financial implications regarding the issue of this licence.

RISK IMPLICATIONS

The Cube is covered under Council's building insurance policy.

CADRA does not hold public liability insurance, but the licence contains a condition that CADRA is undertaking delegated tasks of Council, which enables its actions in relation to The Cube to be covered by Council's liability insurance. This insurance does not extend to any activities of CADRA which are unrelated to The Cube.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

CADRA displays information in The Cube to communicate with the Creswick community.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request to renew the licence originated from CADRA. BATC no longer utilises The Cube, and has requested that it is no longer included in the licence.

CONCLUSION

The grant of a general licence as proposed will formalise CADRA's continued usage of The Cube in Creswick.

OFFICER'S RECOMMENDATION

That Council:

- 11.11.1 Grants Creswick and District Residents Association Inc a three year general licence to occupy The Cube in accordance with the attached licence document.
- 11.11.2 Authorises the Chief Executive Officer to execute the general licence for and on behalf of Council.

MOTION

That Council:

- 11.11.1. *Grants Creswick and District Residents Association Inc a three year general licence to occupy The Cube in accordance with the attached licence document.*
- 11.11.2. *Authorises the Chief Executive Officer to execute the general licence for and on behalf of Council.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Neil Newitt

Carried.

Mayor Councillor Don Henderson returned to the meeting at 10:19 pm and resumed the Chair.

ATTACHMENT 8 - LICENCE – THE CRESWICK CUBE TO CRESWICK AND
DISTRICT RESIDENTS ASSOCIATION INC

GENERAL LICENCE

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

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

This Licence is granted subject to the provisions of the *Local Government Act 1989* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

.....
Licensor or Authorised person
Aaron van Egmond, Chief Executive Officer
On behalf of **Hepburn Shire Council**

Licensee – **Creswick and District Residents Association Inc (CADRA)**

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in witness is signed by:

Judith Henderson.....
Licensee (President CADRA)

.....
Licensee – Signature

NOTE:

1	<i>This licence is not valid until it has been executed</i>
2	<i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>

INDEX

SCHEDULE AND SPECIAL CONDITIONS

PLAN

LICENCE CONDITIONS

- 1 Grant**
- 2 Licensee's Obligations (Positive)**
 - 2.1 Licence fee**
 - 2.2 Rates and Taxes**
 - 2.3 Indemnity**
 - 2.4 Public Liability Insurance**
 - 2.5 Maintenance,**
 - 2.6 Fire Protection Works**
 - 2.7 Condition at Termination**
 - 2.8 Notice of Defects and other matters**
 - 2.9 Compliance with Law**
 - 2.10 Arrears and Interest**
 - 2.11 Further Conditions**
- 3 Licensee's Obligations (Negative)**
 - 3.1 Use of Licensed premises**
 - 3.2 Create nuisance**
 - 3.3 Allow rubbish**
 - 3.4 Hazardous Chemicals**
 - 3.5 Assignment**
 - 3.6 Licensor's Entry**
 - 3.7 Void insurance**
 - 3.8 Erection of Improvements**
- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Ownership of Improvements**
 - 4.4 Licensee's Chattels**
 - 4.5 Licensor may remove and dispose of property**
 - 4.6 Licensor's Agents**
 - 4.7 Notices**
 - 4.8 Debt recovery**
 - 4.9 Additional Approvals**
- 5 Definitions**
- 6 Interpretations**

SCHEDULE and SPECIAL CONDITIONS

ITEM

- 1 Licence Number: FOL/14/20349**
- 2 Licensor: HEPBURN SHIRE COUNCIL ABN 76 845 763 535**
- 3 Licensee: Creswick and District Residents Association Inc A0055070W (CADRA)**
- 4 Licensee's Address: PO Box 214, Creswick 3363**
- 5 Commencement Date: 1 July 2014**
- 6 Term: 3 years**
- 7 Licence fee: \$NIL**
- 8 Payable: N/A**
- 9 Facility description: "The Cube" (Former Creswick Visitor Information Centre)**
- 10 Licensed premises: The building is located on the road reserve at the intersection of Cambridge and Raglan Streets in Creswick.**
- 11 Area: refer to Plan**
- 12 Powers under which licence granted: Sections 3E and 3F Local Government Act 1989**
- 13 Specified Purposes: Storage, maintenance of community notice boards.**
- 14 Amount of Public Liability Insurance: N/A**
- 15 Licensor Address: PO Box 21, Daylesford Vic 3460.**
- 16 Special Conditions:**
 - 16.1** The Licensee will be responsible for ensuring that no offensive, defamatory or illegal information is posted on the notice boards at The Cube.
 - 16.2** Council has the power to supervise, direct or control the activities of the Licensee in order to achieve the objectives of the Council

**PLAN –
Creswick Cube** 



LICENCE CONDITIONS

1 **Grant**

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

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

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

2.1 **Licence fee**

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

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises if applicable.

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

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

2.3 **Indemnity**

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

2.4 **Public Liability Insurance**

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

'the Hepburn Shire Council, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Council (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 **Maintenance**

2.5.1 Throughout the term, keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 **Fire Protection Works**

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

2.7 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations. Refer Special Condition 16.3.

2.8 Notice of Defects and other matters

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

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor:-
 - 2.10.1.1 on demand, any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
 - 2.10.1.2 on demand, all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

- 3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent or any other person who may have a right to use the facility at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose, and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-
 - 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
 - 3.6.1.2 inspection; or
 - 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the Licensee has failed to comply with any terms or conditions of the Licence, the Licensor may, by notice given to the Licensee, declare that the Licence is cancelled, and upon cancellation the Licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the Licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the Licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the Licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels will remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels will become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence will be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 *Additional Approvals*

The Licensee obtaining a planning permit, if required, for any proposed modifications to the external fittings associated with restoration and maintenance of the notice boards.

5 *Definitions*

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Council**" means the Hepburn Shire Council (its successors in law) and includes the Licensor and each employee and agent of the Council;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Council;

"**person**" includes a body corporate as well as an individual;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 *Interpretations*

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

**11.12. REVIEW OF POLICY 45 – FRAUD PREVENTION POLICY
ACTING GENERAL MANAGER CORPORATE SERVICES**

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

PURPOSE

This purpose of this report is to recommend that Council adopts the updated Policy 45 – Fraud Prevention Policy.

BACKGROUND

The Fraud Prevention Policy was last reviewed in October 2011.

ISSUE / DISCUSSION

The Fraud Prevention Policy aims to ensure compliance with relevant legislation and will assist in promoting an ethical and honest workplace for the benefit of all stakeholders, including citizens, ratepayers, Councillors and staff.

Since this policy was last reviewed, the *Protected Disclosures Act 2012* has replaced the *Whistleblowers Protection Act 2001*, and this policy has been updated to reference the *Protected Disclosures Act 2012* and Council's Protected Disclosures Policy 74.

The Policy has also been updated to reference the *Competition and Consumer Act 2010*, which replaced the *Trade Practices Act 1974*. Other enhancements to the policy include specific inclusion of intellectual property as an asset, some strengthening of accountabilities and general layout revision.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Policy 45 – Fraud Prevention Policy has been reviewed to ensure relevance and consistency with legislation and other policies.

FINANCIAL IMPLICATIONS

No financial implications noted.

RISK IMPLICATIONS

No risk implications noted.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

No environmental, social or economic implications noted.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, Level 1 Community engagement will be undertaken. This information will be made available to the public via the minutes published on the Council's website. Further, the Policy, once approved, will be available for inspection on the Council's website.

CONCLUSION

The revised Fraud Prevention Policy is recommended for adoption.

OFFICER'S RECOMMENDATION

That Council:

- 11.12.1 Adopts Policy 45 – Fraud Prevention Policy – August 2014.
- 11.12.2 Makes Policy 45 – Fraud Prevention Policy – August 2014 available for public inspection on Council's website.

MOTION

That Council:

- 11.12.1. Adopts Policy 45 – Fraud Prevention Policy – August 2014.*
- 11.12.2. Makes Policy 45 – Fraud Prevention Policy – August 2014 available for public inspection on Council's website.*

Moved: Councillor Kate Redwood
Seconded: Councillor Bill McClenaghan
Carried.

ATTACHMENT 9 - REVISED POLICY 45 - FRAUD PREVENTION POLICY

▶ FRAUD PREVENTION POLICY

POLICY NUMBER:	45
NAME OF POLICY:	FRAUD PREVENTION POLICY
DATE AMENDED:	August 2014
DATE OF NEXT REVIEW:	August 2018
DATE APPROVED:	19 August 2018
RESPONSIBLE OFFICER:	Manager Finance & Information Technology
REFERENCES:	Employee Code Of Conduct Policy (57 O) Protected Disclosure Policy (74 C) Privacy Policy (30 C) Risk Management Policy (24 C) Councillor Staff Relationship Policy (37 C) Employee Discipline Policy (69 O)

Best Value Principles

Hepburn Shire Council has the responsibility to provide its ratepayers with best value, with all services provided by Council meeting the expectations in terms of quality and cost. In providing this, all services need to be accessible, responsive to the needs of the community, considerate of the natural environment and subject to continuous improvement.

To achieve the best over life outcome for Council's expenditures, which meets quality and service expectations, there will be periodic review of services against best on offer in both the public and private sectors.

All Council staff members are responsible for supporting best value principles in their normal day to day actions to ensure services are recognised by the community as delivering best value.

INTRODUCTION

This Fraud Prevention Policy aims to ensure compliance with relevant legislation and will assist in promoting an ethical and honest workplace for the benefit of all stakeholders, including citizens, ratepayers, Councillors and staff.

Fraud falls into three main categories -

- Fraud involving the misappropriation of assets;
- Fraud involving the manipulation of internal or external financial reporting; and
- Corruption involving abuse of position for personal gain.

SCOPE

This policy applies to all employees, Councillors and volunteers engaged directly by the Hepburn Shire Council as well as all agents and contractors either engaged by the Council or by an authorised contractor of the Council.

PURPOSE

The objectives of the Hepburn Shire Council Fraud Prevention Policy are to:

- Identify areas of risk in relation to fraud within the organisation.
- Protect the revenue, expenditure and property of the organisation.
- Implement fraud prevention and detection controls within the organisation to minimise losses through fraud.
- Maintain an ethical climate within the organisation which encourages all staff and Councillors to be active in protecting public money and property.
- Monitor and review fraud risk areas and controls on an ongoing basis.
- Enable prosecution of offenders following appropriate investigation.

DEFINITIONS

Fraud - “a deliberate act of deception, misrepresentation or omission committed with the intention of gaining an unjust advantage or to cause an unjust loss or disadvantage.”

Examples include:

- Any theft of cash, plant and equipment, inventory, intellectual property or any other asset.
- Forgery, alteration or destruction of cheques, invoices, computer records and other documents.
- Unauthorised use or misuse of Council property, equipment, materials or records, including credit cards, fuel purchase cards and store purchase cards.
- Any purchases or claim for reimbursement of expenses that are not made for the exclusive benefit of Council.
- Falsification of time records, or payments to fictitious employees or suppliers.
- Collusion with existing or potential suppliers.

Corruption – “dishonest activity in which someone acts contrary to the interests of the Council and abuses his or her position of trust in order to achieve some personal gain or advantage for him or herself or for another person or company”.

Internal controls – processes, policies, devices, practices or other actions that act to minimise negative risk (e.g. fraud) or enhance positive opportunities.

POLICY

This policy applies across all work areas and operations of the Hepburn Shire Council.

The following documents will provide the basis of the ethical standards and conduct expected of Council Staff and Councillors and should be read in conjunction with this policy:

- Employee Code of Conduct (57 O)
- Protected Disclosure Policy (72 C)
- Privacy Policy (30 C)
- Risk Management Policy (24 C)
- Councillor Staff relationship (37 C)
- Employee Discipline Policy (69 O)
- Procurement Policy (46 C)
- Position Description/Employment Agreement/Contract.

1. FRAUD PREVENTION FRAMEWORK

This policy is based on core structural elements of the Council's efforts in fraud and corruption prevention, detection and investigation.

CULTURE

The Council's Employee Code of Conduct (57 O) sets the standards of ethical behaviour expected of its staff.

The Code of Conduct is provided to all staff who must read and understand the Code and apply its principles in the performance of all their duties. A signed acknowledgement of the Code of Conduct is obtained from all staff members and is kept on their personnel files.

Section 4 of the Code of Conduct specifically addresses Fraud and Conflict of Interests.

RISK ASSESSMENT

At least annually, comprehensive fraud and corruption risk assessments will be conducted throughout the Shire in accordance with the Council's Risk Management Policy (24 C).

FRAUD AND CORRUPTION CONTROL PLANNING

In conjunction with Council's Audit and Risk Advisory Committee and Council's Internal Auditors, Management will annually identify key fraud risks and develop prevention measures to assist in avoiding or minimising the likelihood of fraudulent and improper conduct within the Council.

The risk register will be tested for reasonableness by the Executive Team, Audit and Risk Advisory Committee, Council and the External Auditors, in order to test that all expected exposures are included and addressed by justifiable rankings and effective controls.

The Internal Auditors will conduct independent reviews to assess the adequacy of strategic and operational risk controls and the extent of compliance with those controls.

AWARENESS: PUBLIC OFFICERS, CITIZENS, RATEPAYERS AND OTHER PARTIES

Management will ensure the Council's policy on fraud is communicated to all parties and the highest possible level of awareness is maintained amongst all officers, citizens and ratepayers.

The Fraud Prevention Policy will be promoted through:

- Staff induction programs
- Staff training programs
- Internal communications
- Public availability of the policy through Council's website.

Staff training on this topic will be undertaken every three years in conjunction with the review of this Policy.

INTERNAL CONTROLS

Systems of internal control provide sound practices that ensure policy compliance and consistency of practice amongst all staff throughout the Shire. At Hepburn Shire Council internal controls are established through the development and review of comprehensive policy and procedure frameworks.

Hepburn Shire Council undertakes pre-employment screening on potential employees. The degree of screening is dependent on the seniority of the position and sensitivity of the work to be undertaken. Pre-employment screening may include the following:

- Verification of identity
- Police criminal history
- Direct contact with referees
- Verification of qualifications.

2. REPORTING AND INVESTIGATION OF FRAUD

Council's Employee Code of Conduct states the following in relation to the reporting of fraud:

Employees must report any suspected fraudulent behaviour to their General Manager in accordance with the *Protected Disclosures Act 2012* (Victoria). The staff member raising the issue should put that complaint in writing or provide sufficient detailed information to enable a comprehensive summary to be prepared. The Protected Disclosure Coordinator must investigate the matter in accordance with the "Protected Disclosure Procedure" (DOC/13/24254).

Confidentiality and protection are guaranteed for the reporting employee under the *Protected Disclosures Act 2012* (Victoria) if requested.

All incidents of alleged fraud will be subject to a Fraud Incident Analysis in accordance with the "45 (C) Fraud Prevention Policy attachment - Significant Incident Analysis Template" (DOC/12/1424).

All suspicions or complaints are to be documented or reviewed by a General Manager and/or the Chief Executive Officer. The Council will issue a letter to all staff cleared of any wrongdoing acknowledging this conclusion.

If initial investigations by Council Management, Internal Auditors, External Auditors or other consultants confirm that a significant fraud against the Council has been committed, the matter must be referred to Victoria Police. When considering if the action was significant, consideration should be given to the following:

- The potential for the perpetrator to reoffend
- Impact on Council's reputation that inaction may cause
- The quantum of the fraud
- The sophistication of the fraud
- The length of time the perpetrator has been committing the fraud
- The impact the fraud has on Council's reputation with the community, employees, potential employees, suppliers, customers and Council's bank.

The police will determine whether a criminal offence has been committed. Further, where appropriate, civil proceedings may be initiated to seek recovery of financial losses. Employees suspected of fraud will be suspended pending investigation and will be summarily dismissed following successful prosecution. Those who co-operate with proven offenders will also face disciplinary action.

Management will report any incidents of actual or suspected fraud and any material error in any financial statements to the Audit and Risk Advisory Committee immediately as it becomes known.

3. ACCOUNTABILITIES

STAFF

Have the responsibility and obligation to:

- Report known or suspected instances of improper, corrupt or fraudulent conduct to their General Manager.
- Behave in accordance with Council's Code of Conduct and other policies and procedures.
- Prevent fraudulent activity.

MANAGERS AND EXECUTIVE OFFICERS

In addition to the responsibilities of staff, Managers and Executive Officers have the responsibility and obligation to:

- Promote a work environment and culture that fosters behaviour that is of the highest ethical standards.
- Identify risk exposures to corrupt and fraudulent activities.
- Establish controls and procedures for prevention and detection of such activities.
- Consider fraud as part of their risk assessments and implement action plans to eliminate or reduce the fraud risk.
- Educate employees about fraud prevention and detection.
- Monitor and actively manage excessive outstanding leave of staff.
- Identifying areas and practices where there is potential for fraud to occur and logging these on the risk register.

Managers will ensure that all volunteers and contractors working for their areas of responsibility are aware of Council's Code of Conduct and Fraud Prevention Policy and are made aware of their responsibilities and acceptable behaviours.

MANAGER FINANCE & INFORMATION TECHNOLOGY

In addition to the responsibilities of Managers, the Manager Finance & Information Technology has the responsibility and obligation to:

- Ensure internal controls surrounding financial systems and preparation of the financial statements are designed and implemented to reduce the risk of fraud and error.
- Every four years review the Fraud Prevention Policy to ensure it is operating effectively.
- Conduct risk assessments and/or liaise with the internal auditors and the risk manager in the conduct of fraud risk assessments.

COUNCILLORS

Have the responsibility and obligation to:

- Support Council initiatives and activities including risk management, internal audit and workplace relations to minimise or deter fraudulent or corrupt conduct.
- Report known or suspected instances of fraudulent, corrupt and improper conduct to the Protected Disclosure Coordinator or Protected Disclosure Officer, in accordance with the Council's Protected Disclosure Procedure if seeking protection under the Protected Disclosures Act 2012. Alternatively, if no protection is sought under the Protected Disclosures Act 2012, reports shall be made directly to the Protected Disclosure Coordinator to enable proper investigation proceedings to occur.
- Promote a work environment and culture that fosters behaviour that is of the highest ethical standards.

REFERENCE DOCUMENTS

Protected Disclosures Act 2012

Competition and Consumer Act 2010

Local Government Act 1989

Australian and New Zealand Risk Management Standard ISO 31000:2009

Australian Standard on Fraud Control and Corruption Control AS 8001:2008

Guidelines for Managing Risk in the Australian and New Zealand Public Sector HB143-19

**11.13. RECORD OF ASSEMBLIES OF COUNCILLORS – JULY 2014
ACTING GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the Acting General Manager Corporate Services, I Paul Brumby 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 or 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, an audit committee established under Section 139, a club, association, peak body, political party or other organisation;

Assemblies of Councillors		
Date	Location	Committee Name
1 July 2014	Council Chamber, Daylesford	Councillor Briefing
15 July 2014	Council Chamber, Daylesford Town Hall	Councillor/CEO Meeting
15 July 2014	Council Chamber, Daylesford Town Hall	Pre Council Meeting Briefing
24 July 2014	Council Chamber, Daylesford Town Hall	International Women's Day Advisory Committee
25 July 2014	Council Chamber, Daylesford Town Hall	Public Art Panel

ISSUE / DISCUSSION

1. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be reported at an Ordinary meeting of the Council.
2. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be incorporated in the minutes of that Council Meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Local Government Act 1989, Section 80A

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

There are implications with regards to Council's compliance with the *Local Government Act 1989* (as amended) if written records of Councillor Assemblies are not reported to Council.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The inclusion of the attached record of Councillor Assemblies in the Council Agenda and their availability to the public will increase awareness of the activities of Council and could increase community involvement in decision making at Council level.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Using Council's adopted Community Engagement Framework, International Public Participation Consultation, this report presents information via the Council Agenda.

CONCLUSION

Information provided for noting.

OFFICER'S RECOMMENDATION

- 11.13.1 That Council receives and notes the Records of Assemblies of Councillors for the month of July 2014.

MOTION

11.13.1. *That Council receives and notes the Records of Assemblies of Councillors for the month of July 2014.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Greg May

Carried.

ATTACHMENT 10 - RECORDS OF ASSEMBLIES OF COUNCILLORS – JULY
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 1 July 2014
Time: 10:30 am

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

Councillors present:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cr Pierre Niclas arrived at 11:25 am | <input checked="" type="checkbox"/> Cr Don Henderson |
| <input checked="" type="checkbox"/> Cr Kate Redwood | <input checked="" type="checkbox"/> Cr Greg May |
| <input type="checkbox"/> Cr Neil Newitt | <input checked="" type="checkbox"/> Cr Bill McClenaghan |
| <input type="checkbox"/> Cr Sebastian Klein | |

Members of Council Staff present:

- | | |
|---|--|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | Manager Strategic Asset Management, Grant Schuster |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | Governance Officer, Mary Dancuk |
| <input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas | Recreation Officer, Laura Campbell |
| <input checked="" type="checkbox"/> Acting GM Corporate Services, Paul Brumby | Community and Cultural Development Officer, Kate Gerritsen |
| <input checked="" type="checkbox"/> Other, please specify:
Manager Planning, Justin Fiddes
Manager Community & Economic Development, Adam McSwain | Property Officer, Karen Ratcliffe |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Cr Don Henderson	Left 4:26pm Returned 4:31pm
Cr Bill McClenaghan	Left 4:51pm Returned 4:54pm

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"/> Acting GM Corporate Services, Paul Brumby |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | <input type="checkbox"/> Other, please specify: |
| <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.

CONFIDENTIAL

► COUNCILLOR BRIEFING AGENDA
TUESDAY 1 JULY 2014



Tuesday 1 July 2014
Council Chamber, Daylesford Town Hall
10:30am

- PRESENT:**
- Councillors Don Henderson, Kate Redwood AM, Pierre Niclas, Neil Newitt, Greg May, Bill McClenaghan
- Officers Chief Executive Officer, General Manager Community Services, General Manager Infrastructure and other officers as required
- CHAIR:** Mayor Cr Don Henderson
- APOLOGIES:** Cr Neil Newitt

No.	Time	Agenda Item	Presenter	No.
1.	10:30am	Report Revised Local Law No 1 – Meeting Procedures and Common Seal (2014) Attachment 1	Chief Executive Officer Governance Officer	Page 3 Page 5
2.	11:00am	External Presentation Victorian Mineral Water Committee Attachment 2	Ms Lynne Josephs, Convenor Mr Jon Leever Mr Ian Esmore	Page 54 Page 55
3.	11:45am	Verbal Presentation Creswick Ward Community Committee	General Manager Community Services	Page 58
4.	12:15pm	Verbal Presentation Review of Influenza Pandemic Plan	Manager Planning	Page 59
	12:30pm	Lunch Break Lunch will be provided		
5.	1:00pm	Report Sportsground Equity Project – Sportsground Irrigation Recommendations 2014-2015	Manager Community and Economic Development Recreation Officer	Page 60

No.	Time	Agenda Item	Presenter	No.
6.	2:00pm	Report Doug Lindsay Recreation Reserve Lease	Manager Community and Economic Development Recreation Officer	Page 63
7.	3:00pm	Report Daylesford and Macedon Ranges Regional Tourism Board – Draft Memorandum of Understanding Attachment 3 Attachment 4	Manager Community and Economic Development	Page 65 Page 67 Page 85
8.	3:30pm	Verbal Presentation Community Planning Strategy and Policy Attachment 5 Attachment 6	Manager Community and Economic Development Community and Cultural Development Officer	Page 95 Page 97 Page 109
9.	4:00pm	Report New Licences – Daylesford Agricultural Society Inc and Daylesford Table Tennis Association Inc – Victoria Park, Daylesford	Manager Strategic Asset Management Property Officer	Page 115
10.	4:15pm	Report Licence Renewal – The Creswick Cube to Business & Tourism Creswick Inc and the Creswick & District Residents Association Inc	Manager Strategic Asset Management Property Officer	Page 118
11.	4:30pm	Report Council Owned Land at Bullarto Public Hall – Lease Renewal to Bullarto Public Hall Committee of Management Inc	Manager Strategic Asset Management Property Officer	Page 119
12.	4:45pm	Verbal Presentation Planning Update – VCAT Update	Manager Planning	Page 121
13.	5:00pm	CLOSE OF MEETING		Page 122

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor CR. DON HENDERSON hereby disclose
a conflict of interest in the following matter CRESWICK CUBE

This matter is being considered at a meeting of

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

on 1/07/2014

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:

SPOUSE IS PRESIDENT OF
CADRA

Print Name: CR. DON HENDERSON

Signed: [Signature]

Date: 1/07/2014

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor BILL MCCLEENAGHAN hereby disclose
a conflict of interest in the following matter VCAT APPLICATION
BRIEFING RE 211 WHEELERS HILL
RD MOSK

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 01 JUL 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
HIGHLANDS TOURIST RAILWAY THAT
IS INVOLVED WITH THE MATTER
BEFORE VCAT

Print Name: BILL MCCLEENAGHAN
Signed: [Signature]
Date: 01 JUL 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 15 July 2014

Time: 2:00 pm

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify) – Yandoit Mechanics Institute

Councillors present:

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

Members of Council Staff present:

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

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"/> GM Infrastructure Bruce Lucas |
| <input type="checkbox"/> A/GM Corporate Services Paul Brumby | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |

Signature: 

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

COUNCILLOR + CEO MEETING

Tuesday 15th July 2014

Daylesford Senior Citizens Hall

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

Councillor Blazers

	Time	Agenda Item	Presenter
1.	2:00PM	DMRRTB Annual Report	Cr Bill McClenaghan
2.		DLRR Behaviour	Cr Bill McClenaghan
3.		Grader malfunction	Cr Bill McClenaghan
4.		Partnering Hepburn Wind in Community Grants	Cr Bill McClenaghan
5.		Community Grants follow up on flagged items	Cr Bill McClenaghan
6.		Victorian Heritage Register Places & Objects Fund Grant Program	Cr Neil Newitt

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 15 July 2014

Time: ~~2:30 pm~~ 4.00 P.M.

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify) – Yandoit Mechanics Institute

Councillors present:

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

Members of Council Staff present:

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

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned

Matters Considered:

Council Meeting Agenda – Tuesday 15 July 2014.

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"/> A/GM Corporate Services Paul Brumby | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |

Signature: 

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

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: Public Art Panel
Date: Friday 25 July 2014
Time: 12:00 pm

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

Councillors present:

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

Members of Council Staff present:

- | | |
|---|--|
| <input type="checkbox"/> CEO Aaron van Egmond | <input checked="" type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | Kate Gerritsen, Community and Cultural Development Officer |
| <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 type="checkbox"/> CEO Aaron van Egmond | <input checked="" type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> Acting GM Corporate Services Paul Brumby | Kate Gerritsen, Community and Cultural Development Officer |
| <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 Executive Services for filing.

► PUBLIC ART

PUBLIC ART PANEL AGENDA

MEETING 25 JULY 2014 – 12-2PM

Attendees: Cr Kate Redwood AM, Brad Hooper, Carol Oliver, Frances Guerin, Glenn Mack, Kim Percy, Louiseann Zahra-King, Corey Pugh, Sue Walker, Ian Head, Petrus Spronk, Elizabeth Liddle

Apologies: Kareena Hodgson

Item	Time	Agenda Item	Presenter
1	12.05pm	Welcome & Apologies	Cr Kate Redwood
2	12.10pm	Questions relating to Council documents and policies circulated 30-05-2014 <ul style="list-style-type: none"> - Public Art Policy - Public Art Panel Terms of Reference - Respectful behaviours policy 	Cr Kate Redwood
3	12.20pm	Adoption of NAVA Codes of practice. Relevant areas: <ul style="list-style-type: none"> - Chapter 3 – Commissioning - Chapter 5 – Competitions, Prizes, Awards and fundraising Exhibitions - Artists Scale of Fees and Wages – Public Artist Rates 	All
4	12.40pm	Discussion - \$40,000 allocation in 2014-15 HSC Budget for Acquisition, Maintenance and Replacement of Public Art	All
5	1.50pm	Conclusion and close Next meeting 10 October 2014	Cr Kate Redwood

► CONTACT

Kate Gerritsen
03 5321 6428 or 0437 075 185
kgerritsen@hepburn.vic.gov.au

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: International Women's Day Advisory Committee

Date: Thursday 24 July 2014

Time: 4:00 pm

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

Councillors present:

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

Members of Council Staff present:

- | | |
|---|--|
| <input type="checkbox"/> CEO Aaron van Egmond | |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | <input checked="" type="checkbox"/> Other, please specify:
Michelle Collett, Executive Assistant to CEO |
| <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 type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> GM Infrastructure Bruce Lucas |
| <input type="checkbox"/> Acting GM Corporate Services, Paul Brumby | <input checked="" type="checkbox"/> Other, please specify:
Michelle Collett, Executive Assistant to CEO |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |

Signature: um R Collett

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

12. COUNCIL SPECIAL COMMITTEES (SECTION 86)

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

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

PURPOSE

The purpose of this report is for Council to note the minutes and recommendations from Council's Special (Section 86) Committees.

BACKGROUND

Special committees are established by Council and their function and responsibilities outlined in an Instrument of Delegation. Under the Instrument of Delegation, special committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports of Special Committees, as provided by the Committees over the past month, for your information:

- Minutes from the Lee Medlyn Home of Bottles – 02/07/2014.
- Minutes from the Creswick Museum Special Committee – 07/07/2014.
- Minutes from the Glenlyon Recreation Reserve Special Committee – 16/07/2014.

These minutes have been previously provided to Councillors under a separate cover.

The following recommendations have been received by Council and are presented for Council to consider adopting:

- Nil

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Nil

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Nil

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Members of the community are represented on these committees.

CONCLUSION

Minutes and reports have been provided for noting.

OFFICER'S RECOMMENDATION

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

- Lee Medlyn Home of Bottles Special Committee – 02/07/2014.
- Creswick Museum Special Committee – 07/07/2014.
- Glenlyon Recreation Reserve Special Committee – 16/07/2014.

MOTION

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

- *Lee Medlyn Home of Bottles Special Committee – 02/07/2014.*
- *Creswick Museum Special Committee – 07/07/2014.*
- *Glenlyon Recreation Reserve Special Committee – 16/07/2014.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Pierre Niclas

Carried.

13. COUNCIL ADVISORY COMMITTEES

13.1. MINUTES OF ADVISORY COMMITTEES ACTING GENERAL MANAGER CORPORATE SERVICES

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

PURPOSE

The purpose of this report is for Council to note the minutes received from Council's Advisory Committees.

BACKGROUND

Advisory committees are established by Council and their responsibilities outlined in Terms of Reference. Advisory Committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports from Advisory Committees, as provided by the Committees over the past month, for your information:

- Public Art Panel – 25/07/2014.

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:

- Public Art Panel – 25/07/2014.

MOTION

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

- *Public Art Panel – 25/07/2014.*

Moved: Councillor Kate Redwood
Seconded: Councillor Bill McClenaghan
Carried.

14. CONFIDENTIAL ITEMS

14.1. CLOSURE OF MEETING TO MEMBERS OF THE PUBLIC

That pursuant to the provisions of Section 89(2) of the *Local Government Act 1989*, the meeting be closed to the public in order to consider:

- (d) Contractual matters; and
- (h) Any other matter which the Council or special committee considers would prejudice the Council or any person.

RECOMMENDATION

14.1.1 That the meeting be closed to members of the public under Section 89(2) of the *Local Government Act 1989*, specifically the following sub-sections:

- 89(2)(d) Contractual matters
Nil; and

14.1.2 89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person:

- Chief Executive Officer's Performance Appraisal – May 2013 – May 2014.

MOTION

14.1.1. *That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:*

- *89(2)(d) Contractual matters*

Nil; and

14.1.2. *89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person:*

- *Chief Executive Officer's Performance Appraisal – May 2013 – May 2014.*

Moved: Councillor Kate Redwood

Seconded: Councillor Neil Newitt

Carried.

The Meeting closed to Members of the Public at 10:25 pm.

15. RE-OPENING OF MEETING TO PUBLIC

RECOMMENDATION

- 15.1 That Council, having considered the confidential items, re-opens the Meeting to members of the public.

MOTION

15.1. *That Council, having considered the confidential items, re-opens the Meeting to members of the public.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Kate Redwood

Carried.

The Meeting re-opened to Members of the Public at 10:32 pm.

16. CLOSE OF MEETING

The Meeting closed at 10:32 pm.
