

Hepburn

SHIRE COUNCIL

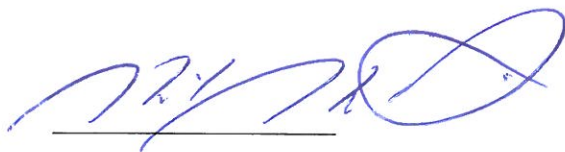
HEPBURN SHIRE COUNCIL ORDINARY MEETING OF COUNCIL MINUTES

TUESDAY 19 APRIL 2016

GLENLYON HALL
DAYLESFORD-MALMSBURY HALL, GLENLYON
6:00PM

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Confirmed at the Ordinary Meeting of Council
held on Tuesday 17 May 2016



Chair, Mayor Cr Neil Newitt

AGENDA

TUESDAY 19 APRIL 2016

Glenlyon Hall
Daylesford-Malmsbury Rd, Glenlyon
Commencing 6:00PM

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MINUTES
ORDINARY MEETING OF COUNCIL
19 APRIL 2016

AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
19 APRIL 2016

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 NEIL NEWITT, COUNCILLOR DON HENDERSON, COUNCILLOR SEBASTIAN KLEIN, COUNCILLOR PIERRE NICLAS, COUNCILLOR BILL McCLENAGHAN, COUNCILLOR GREG MAY

IN ATTENDANCE: CHIEF EXECUTIVE OFFICER - AARON VAN EGMOND, GENERAL MANAGER COPERATE SERVICES - GRANT SCHUSTER, GENERAL MANAGER INFRASTRUCTURE - BRUCE LUCAS, GENERAL MANAGER COMMUNITY SERVICES - KATHLEEN BRANNIGAN, MANAGER FINANCE & IT - TRAFFORD THOMPSON, MANAGER PLANNING - JUSTIN FIDDES, GOVERNANCE & INFORMATION COORDINATOR - GRAEME MCDONALD

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

Councillor Kate Redwood AM

4. DECLARATIONS OF CONFLICTS OF INTEREST

Nil

5. CONFIRMATION OF MINUTES

RECOMMENDATION

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

- Ordinary Meeting of Council held on 15 March 2016

MOTION

5.1. *That Council confirms the following Minutes (as previously circulated to Councillors) as required under Section 93 (2) of the Local Government Act 1989:*

- *Ordinary Meeting of Council held on 15 March 2016*

Moved: Councillor Pierre Niclas

Seconded: Councillor Don Henderson

Carried.

6. NOTICES OF MOTION

Nil

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Neil Newitt, Cameron Ward

Councillors, since my last report I have had the opportunity to meet with many State and Federal government ministers, representatives and advisors - on behalf of Hepburn Shire.

Firstly, I report on the Central Highlands Councils delegation to Canberra. I met with advisors, ministers and shadow ministers covering the portfolios of:

- Employment
- Regional Development and Local Government
- Communications and Technology (including regional communications)
- Environment
- Finance
- Rural affairs
- Infrastructure
- Communities

Particular specific projects of importance were raised:

- Daylesford and Trentham hubs
- Waste to energy facilities
- Creswick mountain bike trail
- Clunes Town Hall

As well, projects were discussed that would deliver benefits across a number of councils and population including:

- Public transport - particularly increased services along the Ballarat to Maryborough line
- Improved mobile phone and black spot funding and NBN rollout

The projects were received and considered as worthwhile delivering benefits across a range of portfolios and Crucially, both the government and opposition were clearly wanting similar outcomes for many of them.

These past few weeks I have also met with:

- Colin Brooks (Parliamentary Secretary to the premier of Victoria)
- Louise Staley - who joined us at the opening of the Creswick Hub
- Mary- Anne Thomas - who announced the State Governments financial commitment to improvements at the Midland Highway/east street intersection.

and

- Sarah Wade - liberal candidate for the seat of Ballarat.

In all these meetings I took the opportunity to highlight the projects that this council wants to deliver on behalf of our communities.

Although I have been delighted to attend many events (including Andersons Mill Festival), met with community groups and individuals, I would like to highlight one event that occurred during this past month.

Over the Easter weekend, Clunes hosted the Jackaroo 4wd Club Tri-State gathering. Around 140 participants from Victoria, South Australia and New South Wales used Clunes as a base to explore various parts of the shire.

I along with Councillor Henderson and Mrs. Henderson, I attended their formal dinner on the Sunday night

Planning started for this event more than two years ago when I was approached by one of the event organisers.

They worked closely with council, community groups, local businesses, and the community to be inclusive and to stage a successful event. The organisers were quite determined that in staging their event, they not only wanted their participants to have a good time, but they also wanted to give back to the community they visited.

The organisers surveyed their participants after the event and came up with an average spend (locally) of over \$500 by each participant. That was money that went back into local businesses, local community groups and local charities they supported.

In conveying how well this event was run and the support they gave and received from not only Clunes but other businesses and groups in the shire in the shire can be demonstrated in the fact that many commented on their success, with no one reporting an issue.

And one question asked in the survey was if the participants intend to return to Clunes and the area - overwhelmingly the answer was yes.

COUNCILLOR REPORTS

Councillor Greg May, Creswick Ward

Once again April has seen the successful running of the Anderson's Mill Festival in Smeaton. Another good crowd listened to great music, enjoyed some wonderful food and wine and were entertained by a variety of simple yet interesting attractions. Maverick the Clydesdale, an Allendale resident, has been brought along to the festival by his owner Alison for the last 10 years.

He is the most amazingly docile animal, he doesn't actually do anything but enthrals both adults and children alike. Working dog demonstrations, sheep shearing and wood chopping are also simple rural activities which captivate visitors to the festival. Long time Smeaton resident Jack Sewell teamed up with Kevin Clohesy this year to undertake the tours of the Mill, providing visitors with an insight into the colourful history of the old bluestone oat mill.

I also recently attended a meeting of the Municipal Emergency Management Planning Committee to which I've been elected as the councillor representative. I was very interested to see the large number of committee members and the diversity of the organisations they represent. I imagine the behind the scenes work undertaken by this committee goes largely unnoticed by most in the community but it's reassuring that the various emergency service organisations do communicate with each other and have contingencies in place to deal with emergency situations. Some of the discussions were around potential flooding in Creswick. Even with the flood mitigation measures in place in Creswick, 4 inches or 100mm of rain in a one hour period would still cause flooding in Creswick according to information from the Bureau of Meteorology. Recently in Creswick the local CFA, in conjunction with local SES Units, have been conducting mock evacuation exercises in case of flooding in the Creswick township.

With the current weather situation, flooding is possibly the furthest thing from people's minds. The ongoing dry weather is the topic on most primary producers lips. Current conditions are tough for cattle and fat lamb producers throughout the whole shire with many already supplementary feeding their stock well before the onset of winter. Potato harvesting is in full swing in the Newlyn, Dean, Blampied, Kingston and Mollonghip areas with the dry conditions enabling many to be well advanced with the process early in the year. The downside has been that many have needed to water their paddocks prior to harvest to minimise damage to the crop.

Rainfall has always been a subject of great interest to people on the land and current trends are of concern. New Mount Prospect residents Ian and Anne Lewis have set up an online local weather station and have logged and graphed rainfall figures dating back to 1963. Even though there will always be seasonal fluctuations the continual downward trend is disturbing for local agriculture and agribusiness, let's hope it rains soon.

Councillor Bill McClenaghan, Holcombe Ward

Once again Mr Mayor, I would like to welcome Council to the Glenlyon Shire Hall and to Glenlyon, the only town in Holcombe Ward. This will be the last time Council will meet here with this hall in its current structural condition. You will recall that Minister Pulford and RDV have generously allocated \$300,000 for restoring this hall, repairing sagged underpinning, rotting weatherboards and moving wall and door frames that are creating numerous gaps in corners and doorways that are becoming very obvious if you just look around you here and which are letting heat out and the cold in. The project is expected to take about nine months to complete and could start in three months once the necessary planning and building permits have been obtained.

Last evening, I attended a robust and enthusiastic meeting here to scope out project details with the appointed project architect and manager. There is a wave of enthusiasm in the Glenlyon community about refurbishing this old hall that is in every respect the local community hub. Locals at the meeting want this to be a truly

community project using local tradespersons and support labour and even to make it possible for local people to volunteer their time assisting in construction tasks. This would give the local community a real sense of ownership of their much loved old hall that has been passed on to them by previous generations and which they will pass on to those who one day will follow in appreciating this town's heritage.

This brings me to report a most unusual and most heart-warming scenario; that of the dispersal of funds from profits made at the Glenlyon 2016 New Year's Day Sports. Most events and functions in Hepburn Shire try to get as much Council funding as they can as well as in kind support. Not so the volunteer Glenlyon Sports Club that runs the Glenlyon New Year's Day Sports. They get Council's in kind support but no actual funding as it has never been asked for, nor is there a Memorandum of Agreement in place. Similarly, they do not spend their profits from one year to the next and cry out for seed funding to run next year's event. After keeping a small amount for the following year, they give most of their profits away and not just to local groups but generously to other groups and worthy causes throughout Hepburn Shire as well as outside of it.

For example, Mr Mayor, over the last twelve years, the Glenlyon Sports Club has raised \$150,700 and has now donated \$15,700 this year to local hospitals, charities and youth groups as follows;

• Daylesford Hospital	\$4,000
• Trentham Hospital	\$600
• Creswick Salvation Army	\$600
• St. John's Ambulance	\$400
• Daylesford Junior Football/Netball Club	\$400
• Daylesford Community Band	\$400
• Glenlyon Pony Club	\$500
• Royal Childrens Hospital	\$400
• Glenlyon Recreation Reserve Upgrades	\$500 (A Council Asset)
• Daylesford Junior Tennis	\$400
• Hepburn Junior Football/Netball Club	\$400
• Daylesford Girl Guides	\$400
• Daylesford Junior Soccer Club	\$400
• Glenlyon Playgroup	\$300
• Glenlyon District News	\$200
• Daylesford Preschool	\$400
• Hepburn Preschool	\$400
• Junior Glenlyon Gun Club	\$100
• Trentham Colts Junior Cricket	\$400
• Daylesford Senior/Junior Pipe Band	\$400
• Dennis Beddoe Boxing Gymnasium	\$200
• Daylesford Riding for the Disabled	\$400
• Trentham Junior Football & Netball Club	\$400
• Glenlyon Adult Riding	\$400
• Daylesford New Year's Eve Gala	\$200

- Daylesford Sec College Special Project \$1,000 (After the fire)
- Daylesford Junior Basketball \$400
- Ballarat Cancer Research Unit \$400
- Hepburn Junior Golf \$300
- Daylesford Christmas Cheer \$400
- TOTAL GIVE AWAY \$15,700 this year !

So I ask you Mr Mayor, Councillors, is there any other community in this Shire as kind and as generous as this one? As ready to give away its hard earned cash and never complain or ask Council for more, more, more? It is indeed a privilege to be their Councillor.

Councillor Kate Redwood AM, Birch Ward

No report submitted

Councillor Don Henderson, Creswick Ward

This month has seen some really great outdoor events. The first was the Tristate Jackeroo club visit to the West of the Shire. Four wheel tourers from Victoria , South Australia and NSW came to camp at the Clunes showgrounds and from there visited many places in the Shire. I ran tours to the unique areas of the Creswick goldfields and showed them many places that were not known to any of them and they were amazed and very appreciative . The massive water races and Chinese gardens as well as the rare flora were of great interest . Some of their number have already returned for further visits. They informed me that they had been overwhelmed by the friendly reception that they enjoyed.

A re enactment by over a hundred youth from the Mormon church of the epic journey by their forebears from Illinois to Salt Lake City in Utah took place in the Creswick bush. They started with a cleanup of various places in Creswick as community service . They then set off with their worldly good in handcarts to camp out for four nights. All participants were in period costume including the support crew who worked from the Creswick railway station. We arranged a bush dance on private property in the forest and all were extremely tired but had the time of their life. No mobile phones or I pads but they made up for it afterwards registering close to 2000 hits on Face book. One seasoned trekker told me that they had never enjoyed such hospitality anywhere in the world. The great thing is that despite their number they did not leave even a scrap of paper behind.

Cr McClenaghan and I enjoyed the service at St Johns Anglican Church of Australia to hear the relocated Fincham and Hobday organ . The old church was packed to launch the old organ into a new life. Cr Mcclenaghan has been invited back to play this wonderful instrument in the near future.

I recently unveiled a large art piece created by Mr Earl Ingleby and twelve students at the Creswick Neighbourhood Centre. Mr Ingleby holds two Masters degrees in the arts so local students were lucky to have him work with them. One less qualified critic described the work as a lump of cement. Seems lumps of cement are in fashion in the public art arena at the moment.

The Creswick Hub was officially opened by The Honourable Natalie Hutchins, Minister for Local Government, Aboriginal Affairs and Industrial Relations. Natalie was the first woman to hold an executive position in the VTHC in 137 years. She is well known to have an abhorrence of bullying and led a great campaign whilst at VTHC to enlighten workers about bullies. Given her background it was truly a pleasure to have her in Creswick, a town steeped in trade union history.

I attended a funding announcement in Creswick where The Honourable Catherine King federal Member for Ballarat announced a \$5000 grant for a disabled ramp at the Creswick Goods Shed . She later announced a \$7500 grant to Creswick Soccer Club for fencing.

Councillor Pierre Niclas, Birch Ward

No report submitted

Councillor Sebastian Klein, Coliban Ward

This month I attended a handful of vibrant local events in Trentham this month, namely the Easter Arts Show, a gathering of the business and tourism community and the Cookers Growers and Eaters (CGE) dinner, celebrating and promoting our local primary producers and chefs and the Good Friday Appeal was conducted officially in Trentham for the first time.

The old Mechanics building was bursting at the seams for the events there and the standard of works at the Art Show were again exceptional, while the CGE dinner remains a fantastic celebration of our local food producers, chefs and their role in our economy. At the business and tourism group gathering we talked about the need for coherent strategies to work together, the need for streetscape and childcare works and celebrated the number of new businesses in the area, including the growing number of accommodation venues that also support our restaurants and other businesses.

Well done and thanks to all of the volunteers who assist with all of these events and give back generously to the community.

With such great exhibitions and conversations happening around Trentham, it is a shame that the latest of our funding applications to state government have been knocked back, namely an application for a girls change rooms at the Trentham Netball courts. This latest knock back joins the Living Libraries fund - for the long term library needs of Trentham and surrounds, Regional Development Fund for the new Mechanics, and also for works on the streetscape.

Having attended the announcement of funding for the Daylesford Toddlers Pool, and watched as library funding was announced for Daylesford and as the new Creswick Hub was launched.

It begs the question of "Who is batting for Trentham?" and "What are we doing as a community to band together and act in our long term interests?" The situation calls on us to back each other, and to plan together and prepare for the future.

Also - where are our state and federal representatives in this conversation?

It also begs the question of what happens to council's matching funding for the change rooms? A question which I will be addressing later in the meeting.

I also attended a Food Governance meeting for the Victorian Local Governance Association (VLGA) where we looked at how planning and regulation from local government can help or hinder local food production and the health of our communities. At the VLGA Leading the Agenda forum - Tom Elliott provoked a lively debate about the role of councils and rate capping. And I watched closely as the experiment of the popularly elected mayor of Geelong ended in some extraordinary fashion.

Coming up this month at the VLGA is an event, Doing Business Better, showcasing opportunities in insurance, financial services and other areas for provision of services from the private sector to the Local Government Sector that are cost-effective and will assist councils in coming to terms with the rate capping regime.

A full list of events I attended includes:

Trentham Business and Tourism Group

VLGA - resource and finance sub-committee Trentham Arts Show Daylesford Pool announcement Food Governance Task Force at the VLGA

VLGA Leading the Agenda - with Tom Elliott Growers Cookers Eaters Dinner Local food meeting Know Better Do Better - Forum on LGBTIQ issues in Local Government

MOTION

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

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried.

9. PUBLIC PARTICIPATION TIME

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

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

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

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

9.1. PETITIONS

Nil

9.2. QUESTIONS

Question 1: From Julie Moran, Creswick

Would Council please clarify the scope of the proposed \$30,000 budget allocation for Creswick Swimming Pool Consultation and Scoping?

Answered by Mayor Councillor Neil Newitt

Typically, a town the size of Creswick would have a supervised seasonal pool, similar to the Daylesford or the Clunes pool.

The allocation of \$30,000 in the 16-17 proposed draft budget is for a two stage process. The first stage is to consult with the community about the type, location and feasibility of a swimming pool and to develop the project scope.

Subject to the outcome of the first stage, the second stage will involve developing concept designs, site surveys and undertaking testing. The project seeks to position council to make a decision regarding further allocations in future years.

Supplementary Question - From Julie Moran

Will Council agree to involve members of Creswick and District Aquatic Centre in the consultation process as representatives of the Creswick community seeking an indoor swimming, learn to swim and hydrotherapy facility?

Answered by Mayor Councillor Neil Newitt

Yes, definitely. Council warmly welcomes the involvement of the Creswick and District Aquatic Centre in the consultation process.

Question 2: From Margret Lockwood, Glenlyon

As Secretary of Glenlyon Upper Loddon Landcare Group, I was asked to invite someone from the Shire to speak to our April General Meeting about roadside weed management. In a recent telephone conversation with a senior Hepburn Shire Council officer, I was told that there was actually no-one with overall responsibility for weed management of roadside reserves and council land and that there was no formal way that Glenlyon Upper Loddon Landcare Group could contribute to mapping the weed infested areas that the Shire is responsible for. The officer's recommendation was that if I wanted anything done about the gorse that the council is responsible for, I should have my say at the April 28th biodiversity strategy workshop conducted by Deakin University on behalf of the Hepburn Shire. The Hepburn Shire Council received a grant in the tens of thousands to develop the strategy but doesn't appear to have the money to employ staff to implement programs.

Given that local landowners are issued with compliance orders if they fail to control gorse and blackberry on their land, why is the Council apparently failing to support landowners by allowing these weeds to flourish in areas it is responsible for managing?

Answered by Mayor Councillor Neil Newitt

The change in legislation a few years ago shifted this responsibility to Local Government and in doing so State Government provides a small financial grant to facilitate weed eradication works.

This funding is used for weed eradication works in identified priority areas and works to compliment efforts by Land care groups, the Gorse Taskforce and individual property owners.

To address all noxious weeds on roadsides would be a significant cost and Council continues to work with all stakeholders to improve this problem in a targeted way. In addition to the works on the ground Council also provides support to the DELWP

Gorse Task Force projects and some financial support for Land care groups and we are committed to managing this responsibility.

Supplementary Question: From Margret Lockwood

Can the Hepburn Shire Council state who is responsible for overseeing the implementation of a longer term plan for gorse and blackberry management on roadside reserves across the Shire, and the priority areas for 2016 and 2017?

Answered by Mayor Councillor Neil Newitt

The responsibility for our weed management program on roadsides sits with our General Manager Infrastructure and a number of team members take responsibility for planning and implementing identified works.

Council does have an annual program of works including follow up works at locations from the previous year. The next round of works are scheduled to commence in late May and the works in the Glenlyon area include Crowleys Road, Green Gully Road and a Service road of Crowleys road. Council would be happy to discuss other priority needs with you and attend one of your meetings for this purpose.

Question 3: From Graeme Rattray, Glenlyon

I asked a question 19 Feb 2016 and received an answer on 19 March 2016.

The question was about the 600 metres of bitumen around the corner in front of Holcombe.

This was a requirement from a VCAT judgment as part of a subdivision around 2008.

It is now 2016

Shouldn't you be chasing the person who received the VCAT judgment or the person who sold the properties. Not the current owner?

Answered by Mayor Councillor Neil Newitt

Any planning permit issued or any VCAT orders handed down apply to the land parcel and not an individual. As such, the current outstanding permit conditions apply to the land parcel and hence the current land owner.

Supplementary Question: From Graeme Rattray

Is this going to go on for years?

Answered by Mayor Councillor Neil Newitt

(Question Taken On Notice) I'll have that question answered for you and sent to you direct.

Question 4: From Cate Evans, Trentham

It has been two months since council undertook community consultation sessions with members of the Trentham community. Residents who presented their opinions, and the broader community, have a right to know if their voices were heard in earnest and what information was gathered by council. In my meeting, I was informed a report would be done on the findings.

Where is the report?

Answered by Mayor Councillor Neil Newitt

The CEO, myself and the Ward Councillor, Councillor Klein met with many members of the Trentham community to discuss and more importantly listen to community members views on the proposed Trentham Hub.

There was a great deal of interest from the community with a variety of views shared, with the last of these sessions occurring last week on Thursday 14th April.

The feedback will now be collated into a summary report over the next 3 -4 weeks.

Supplementary Question: From Cate Evans

The CEO stated in an email, "the consultation sessions are aimed at listening. From there we will determine next steps. Any future developments eg. Funding submissions, plans etc I believe will benefit from the discussions we have over the coming weeks". One development has been the successful appeal from council to DELWP for management of the Trentham Mechanics Institute Reserve. No announcement was made by council to inform the community. Only council, the hall committee of management and the CRG were aware of this decision. I, and other concerned residents were informed by DELWP and rightfully informed the community. It appears to me that decisions regarding the best interests of the Trentham community are continuing to be made in clandestine and closed meetings by council staff and minority groups.

What further "next steps" have been determined in regards to any future developments of the Trentham Mechanics Institute Reserve and will the *whole* community be informed of these steps before they are taken?

Answered by Mayor Councillor Neil Newitt

The Department of Environment, Land, Water & Planning (DELWP) decision to appoint Council as the new committee of management for the Trentham Mechanics Institute Reserve, followed on from Council's decision in July 2014 approving Council to become Committee of Management of Trentham Mechanics Institute.

This is effective from 1 May 2016. Council did issue a media release last week, to inform the community about the appointment and this latest development.

DEWLP's consent will be required for any new use or development on the Trentham Mechanics Institute reserve. So DELWP will have to make consent, which will be required for any new use.

Supplementary Question: From Cate Evans

Can I ask where the media release was printed?

Answered by Mayor Councillor Neil Newitt

(Question Taken On Notice) I'll get an answer to you on the media release.

Question 5: From Cathy Buckland and Frank Shelton, Creswick

Re Camping permitted at Northcott Park Creswick

As Caravan Park Managers we must comply with stringent laws in order to receive approval to operate. These laws are designed to ensure the preservation of the environment and the safety of guests/customers and the greater community.

At Creswick Caravan Park we must have an extensive EMERGENCY MANAGEMENT PLAN- which covers fire, flood, gas leaks and all other unforeseen possibilities that may arise.

At Northcott Park we believe and are appalled there are no sanitation facilities and I believe there are at least 40 to 60 people staying there over several days from 16/4/2016.

Our main concern is the nil compliance of the Environmental Issues as well as the Health and Safety of the community due to the discharge of gray water on to the

open ground close to the Creswick Creek, which could cause contamination of water ways, and lack of toilet facilities.

We believe this area is non compliant with fire safety regulations, sanitation standards, lighting, road access and all the other requirements of a commercial caravan park and compliance with government regulation.

What procedures were put into place for compliance of environmental issues and what procedures were put into place for compliance of public health and safety e.g. Emergency Management Plan ?

Answered by Mayor Councillor Neil Newitt

Cathy I'd like to say that we don't have an answer at the moment but I appreciate the fact that you've driven all this way to find out the answer. What we've asked the Officers to do and what the officers are working through, is to get that information to absolutely one-hundred percent. See what's been issued or what's happened in this role. So although I can't give you an answer tonight, Council is determined as are the Councillors to find out what the situation is and as soon as we have that information we will get back to yourself and Frank on both of those points that were raised.

Supplementary Question: From Cathy Buckland and Frank Shelton

Can it ...[Council Officers findings]... be made public?

Answered by Mayor Councillor Neil Newitt

Until we find out how its unfolded, the officers are here and will take that question as part of the process and it will form part of the answer.

Officers were very keen to get the information by the time of this council meeting. Unfortunately we just couldn't complete it in time. There is a desire to get to the bottom of it.

Question 6: From Peter Scullin, Glenlyon

In view of the spread of gorse, blackberry and other noxious weeds on roadside reserves and property under Council's control, is HSC prepared to appoint a senior officer to map out an ongoing preventative program to eradicate major weed infestation in order to bring this growing problem under some control?

Answered by Mayor Councillor Neil Newitt

Council's General Manager Infrastructure is the officer responsible for managing this program and his team takes responsibility for prioritising and planning works and ultimately implementing the agreed actions. At this stage, Council is not proposing to appoint any additional staff for this activity.

9.3. REQUESTS TO ADDRESS COUNCIL

Dennis Trewhella, Coliban Ward, addressed Council in relation to community views on the proposed New Mechanics in Trentham

10. STATUTORY PLANNING REPORTS

10.1. PA1100 DEVELOPMENT OF A TELECOMMUNICATIONS FACILITY– 28 MOLESWORTH STREET, GLENLYON

CHIEF EXECUTIVE OFFICER

In providing this advice to Council, I Alan Todd as Statutory Planner have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to determine the application to develop the land at 28 Molesworth Street Glenlyon for a telecommunications facility.

BACKGROUND

A permit application was lodged on 23/11/2015 for the development of the land for a telecommunications facility. The site for the proposed facility is currently used for an existing Telstra exchange, occupying the north east corner of a private residential allotment at the corner of Molesworth Street and Barkly Street. There is also an existing dwelling on the land.

The proposed facility comprises a 35m monopole with triangular headframe and antennas, cable tray connecting to existing exchange and upgrade to perimeter fencing. Monopole, headframe and cable tray are to be painted "pale eucalypt".

There is no proposal to remove any vegetation. An arborists report was provided showing how it was proposed to protect existing vegetation both within the site and immediately adjoining in the road reserve.

No new access from Barkly Street is proposed, as there is an existing access to the exchange.

The proposal was advertised to adjoining owners and occupiers, by placing a sign on the site, and by notice in the Advocate newspaper. 11 objections were received.

On 10/3/2016 the applicant submitted a Section 57A amendment to the proposal. This amendment consisted of a change to the proposed antennas which are attached to the headframe atop the monopole. This change substitutes six shorter wider antennas for the original three longer thinner ones. The reason given for this was that the new antennas would produce a 36% increase in hand held coverage to Glenlyon and surrounds, specifically extending coverage into areas of Wheatsheaf and treed areas east and north of Glenlyon including the south western sections of Denver. Concern over inadequate coverage to these areas had been expressed in objections to the application.

The changes sought are considered minor having regard to the visual impact of the facility. For this reason, the amendment was accepted, with no further advertising being considered necessary.

Planning officers do not have the delegated authority to decide on an application which has attracted five or more objections, so the matter will be brought before Council for a decision.

ISSUE/DISCUSSION

The relevant planning considerations in making a determination are set out below.

State and Local Policy

STATE PLANNING POLICY FRAMEWORK (SPPF)

Clause 19.03-4 Telecommunications

The purpose of this clause is to facilitate the orderly development, extension and maintenance of telecommunication infrastructure. The relevant strategies of this clause are:

- Facilitate the upgrading and maintenance of telecommunications facilities.
- Ensure that modern telecommunications facilities are widely accessible to business, industry and the community.
- Ensure the communications technology needs of business, domestic, entertainment and community services are met.
- Do not prohibit the use of land for a telecommunications facility in any zone.
- Encourage the continued deployment of broadband telecommunications services that are easily accessible by:
 - Increasing and improving access for all sectors of the community to the broadband telecommunications trunk network.
 - Supporting access to transport and other public corridors for the deployment of broadband networks in order to encourage infrastructure investment and reduce investor risk.

LOCAL PLANNING POLICY FRAMEWORK (LPPF)

Clause 21.07- Economic Development

Under the heading of 'Key Issues and Objectives the following is relevant to the proposal

- Provision of timely and efficient infrastructure to encourage development and growth.

Zoning and Overlay Provisions

Township Zone

A planning permit is not triggered for a telecommunication facility under the TZ provisions.

Environmental Significance Overlay 1 – Proclaimed Catchment Protection.

The provisions and decision guidelines of ESO1 are directed primarily towards maintaining water quality. No permit is triggered under this overlay for the proposed works.

Particular Provisions

Clause 52.19

Telecommunications Facility

The purpose of this particular provision is:

- To ensure that telecommunications infrastructure and services are provided in an efficient and cost effective manner to meet community needs
- To ensure the application of consistent provisions for telecommunications facilities
- To encourage an effective statewide telecommunications network in a manner consistent with the economic, environmental and social objectives of planning in Victoria as set out in Section 4 of the Planning and Environment Act 1987
- To encourage the provision of telecommunications facilities with minimal impact on the amenity of the area.

A planning permit is required to construct a building or construct or carry out works for a Telecommunications facility if the facility is not a low-impact facility as described in the Telecommunications (Low-impact) Facilities Determination 1997. Under the Telecommunications (Low-impact) Facilities Determination 1997 provisions, this facility cannot be listed as a low-impact facility because it requires the construction of a tower (a monopole is included under the definition of a tower).

Under the provisions of Clause 52.19, before deciding on an application the responsible authority must consider, as appropriate:

1. The principles for the design, siting, construction and operation of a Telecommunications facility set out in *A Code of Practice for Telecommunications Facilities in Victoria 2004*.
2. The effect of the proposal on adjacent land.
3. If the Telecommunications facility is located in an Environmental Significance Overlay, the decision guidelines in the schedule to the overlay must be considered.

1. The Code of Practice for Telecommunication Facilities in Victoria 2004 establishes principles for the design and siting, construction and operation of a telecommunication facility which a Responsible Authority must consider when deciding on an application for a planning permit.

The four principles are:

Principle 1: *A Telecommunications facility should be sited to minimise visual impact.*

Principle 2: *Telecommunications facilities should be co-located wherever practical.*

Principle 3: *Health standards for exposure to radio emissions will be met.*

Principle 4: *Disturbance and risk relating to siting and construction should be minimised and construction activity and site location should comply with State Environment Protection Policies and best practice environmental management guidelines.*

These Principles are discussed below:

Principle 1: A Telecommunications facility should be sited to minimise visual impact.

As stated in VCAT determination P25/2010 – Optus Mobile Pty Ltd v Ballarat [2010] “It has to be appreciated that facilities of this sort are necessarily visible. They need to be tall enough (and consequently visible) to serve their purpose of providing telecommunication.” It is not a requirement that this facility be invisible, but rather that its appearance and location does not dominate views.

In addition, in VCAT determination P1382/2010- Blaser v Manningham City Council [2010] the Tribunal noted that “Visibility is not the test determining the acceptability of facilities like this; it is relevant to consider the code known as ‘A code of Practice for Telecommunication Facilities in Victoria’ referred to in the planning scheme. The first principle is that “a telecommunication facility should be sited to minimise visual impact.

The majority of the facility comprises a monopole, which is a relatively slender, single pole, with the antennas also being relatively modest in bulk and size. The facility has been located within the north east corner of the site, where existing trees within the site, and the roadside trees immediately outside, afford a degree of visual screening.

Principle 2: Telecommunications facilities should be co-located wherever practical.

The proposal is for a new tower, not a co-located facility. The Applicant has indicated that there is no viable existing infrastructure (communications tower) within Glenlyon to achieve co-location. The proposed tower is however co-located with an existing Telstra exchange.

Principle 3: Health standards for exposure to radio emissions will be met.

Information submitted by the applicant in relation to the facility has detailed that the facility will operate well within the Australian Communications and Media Authority (ACMA) mandated ARPANSA standard for radio frequency emissions. The maximum predicted EME will equate to 0.009% of the maximum exposure limit. This is substantially less than 1% of the maximum allowable exposure limit (where 100% of the limit is still considered to be safe) Taking a precautionary approach, the facility will operate well within the required standards for Electromagnetic Energy emissions. A condition on the permit will require the development to meet the set safety standards. Therefore it is considered that the development will accord with the requirements of all relevant standards.

Principle 4: Disturbance and risk relating to siting and construction should be minimised and construction activity and site location should comply with State Environment Protection Policies and best practice environmental management guidelines.

No vegetation will require removal as part of the proposal. The land is not located within an area of cultural heritage sensitivity therefore a Cultural Heritage Management Plan is not required to be undertaken.

Redundant Facilities

A condition will be placed on the permit requiring that if/when the facility becomes redundant, the permit holder will, at their own expense, remove the facility and reinstate the area to the satisfaction of the responsible authority.

2. The visual effect of the proposed tower and associated infrastructure on adjacent land is considered acceptable. The dominant visual element at eye level is the vegetation on and around the site. The tower will certainly be clearly visible above the tree canopy, however this is considered acceptable within the overall context of the area. Effects from radio frequency electro magnetic radiation are significantly below accepted thresholds for human exposure.
3. The site is located in an Environmental Significance Overlay – Schedule 1. The proposal would not impact or have any relevance when considered against the objectives and decision guidelines under this overlay as the objectives of the overlay relate to the protection of water quality in the defined catchment. No vegetation is required to be removed to accommodate the proposed facility and minimal site works would be required to accommodate the facility at this location.

KEY ISSUES

The proposed development of a telecommunications facility in an appropriate location to improve coverage of “black spots” is supported at both State and Local policy level.

Matters of concern were raised through objections. Consideration of all matters raised in objection forms a key part of any planning decision.

The matters raised, with brief planning response, are summarised below under six headings:

Visual impact, particularly with regard to the avenue of trees on Barkly Street, is unacceptable.

- Visual impact is commonly raised as a concern with telecommunication towers. It is unavoidably within the nature of such structures that they are tall, and can be seen from some distance. It is not a requirement that such a structure is invisible, only that it does not unduly dominate views. The proposed location is not within the avenue of trees, and there is some significant screening of the location by existing large established vegetation.

The site is too small/will not allow for future co-location

- Site plans indicate there is ample room within the currently fenced area for the proposed development. Co-location allows for other carriers to use the same pole, and does not require extensive occupation of the ground below.

Safety concerns, particularly with regard to parking

- The proposed development does not raise any parking or safety issues beyond any already resulting from the use of the land for an exchange. This has not caused any concern to date. The site is in a 60km/hr zone, with access to within the site, plus ample space for temporary parking on the road reserve. It is not envisaged that there would be the need for any other than occasional vehicle movements associated with the use and maintenance of the facility.

It is the wrong site/ineffective for coverage

- The site was selected to give coverage to the identified black spot area of Glenlyon. Co-location with existing towers within the wider district was not found to give adequate coverage. Co-location with existing Telstra exchange is considered appropriate.

Concern that vegetation will be damaged or removed.

- There is no proposed vegetation removal. A report by a suitably qualified arborist has identified means to be adopted to ensure no damage to root systems during construction.

Health concerns as a result of electro-magnetic radiation.

- The facility will be required to operate within the Australian Communications and Media Authority (ACMA) mandated ARPANSA Standard for radio frequency emissions. The maximum predicted EME equates to 0.009% of the public exposure limit.

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 and may incur costs at VCAT if appealed.

RISK IMPLICATIONS

NA

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

NA

COMMUNITY AND STAKEHOLDER ENGAGEMENT

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

CONCLUSION

The proposal has been considered against the relevant provisions of the Hepburn Planning Scheme, it is recommended that the proposal be supported for the following reasons:

- The proposed development is considered not to result in any unreasonable impacts on the visual amenity of the area.
- This proposal is supported by both the State and Local planning policy frameworks, and is considered to satisfy the relevant Planning Scheme provisions as demonstrated in this report including Clause 52.19

OFFICER'S RECOMMENDATION

That Council having considered all the matters required under Section 60 of the Planning and Environment Act 1987 resolves to **Issue a Notice of Decision to Grant a Permit** for the development of a telecommunications facility comprising a 35m monopole and antennas, in accordance with the submitted plans (revision 10/3/2016) subject to the following conditions:

10.1.1. **Layout not altered**

The development as shown on the endorsed plans must not be altered without the further written consent of the Responsible Authority.

10.1.2. **Control of erosion during construction**

Soil erosion control measures must be employed throughout the construction stage of the development in accordance with Construction Techniques for Sediment Pollution Control EPA 199

10.1.3. **Tree protection measures**

The tree protection measures as recommended in Ajarborculture Arboricultural Appraisal (Appendix 4 pp1-2) of November 2015 submitted with the application must be put in place and maintained during the construction of the facility, to the satisfaction of the responsible authority.

10.1.4. **Compliance with Standard**

The telecommunications facility must comply to the satisfaction of the responsible authority with the ARPANSA 'Radiation Protection Standard for Maximum Exposure Levels to Radiofrequency Fields – 3kHz to 300 GHz (2002)', or such other standard as is adopted from time to time by the Australian Communications Authority.

10.1.5. **Redundant Facilities**

If the telecommunications facility hereby approved becomes redundant, all infrastructure associated with the telecommunication facility must be removed and the area reinstated to the satisfaction of the responsible authority. All works to comply with this condition must be completed within three months of the facility ceasing to operate and must be carried out at the expense of the Permit Holder.

10.1.6. **General Amenity**

The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:

- a) Transport of materials, goods or commodities to or from the land;
- b) Appearance of any building, works or materials;
- c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
- d) Presence of vermin or otherwise;

END OF CONDITIONS

NOTE: Expiry of permit

This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit.
- b) The development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or

- Within six months afterwards if the development has not been started.
- Within twelve months afterwards if the development started lawfully before the permit expired.

OBJECTIONS

Tom Perfect presented his objections to this application

MOTION

That Council having considered all the matters required under Section 60 of the Planning and Environment Act 1987 resolves to ***Issue a Notice of Decision to Grant a Permit*** for the development of a telecommunications facility comprising a 35m monopole and antennas, in accordance with the submitted plans (revision 10/3/2016) subject to the following conditions:

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- b) Appearance of any building, works or materials;*
- c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;*
- d) Presence of vermin or otherwise;*

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- b) The development is not completed within four years of the date of this permit.

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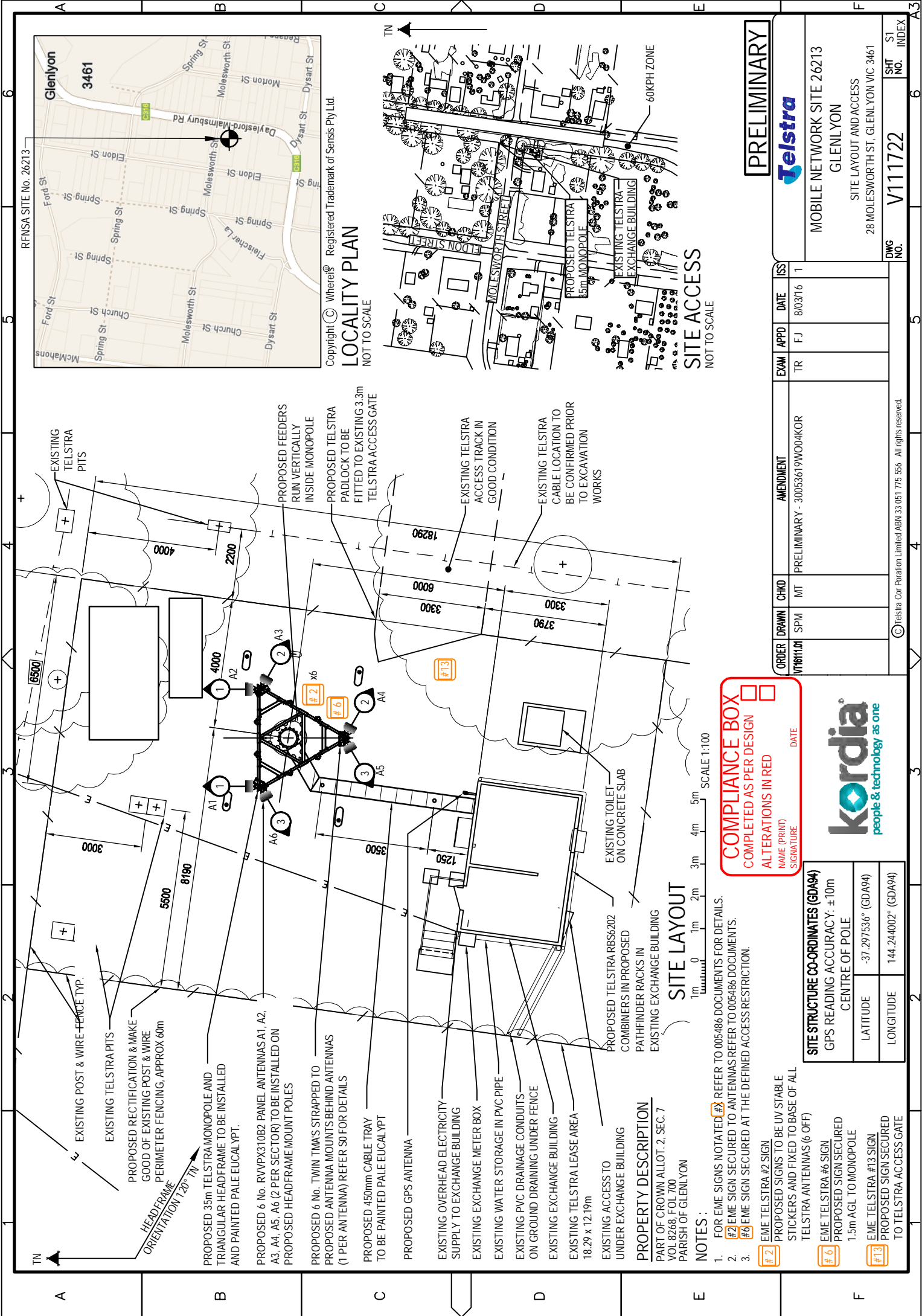
- Within six months afterwards if the development has not been started.
- Within twelve months afterwards if the development started lawfully before the permit expired.

Moved: Councillor Bill McClenaghan

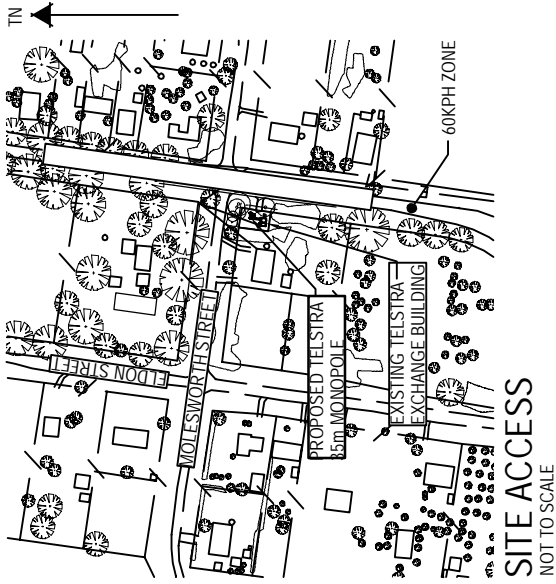
Seconded: Councillor Sebastian Klein

Carried.

ATTACHMENT 1 - PA1100-28 MOLESWORTH STREET GLENLYON



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LOCALITY PLAN
 NOT TO SCALE



PRELIMINARY



MOBILE NETWORK SITE 26213
 GLENLYON
 SITE LAYOUT AND ACCESS
 28 MOLESWORTH ST, GLENLYON VIC 3461

DWG NO. **V111722**
 SHT NO. **6**
 INDEX

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
V11611101	SPM	MT	PRELIMINARY - 30053619W004KOR	TR	FJ	8/03/16	1

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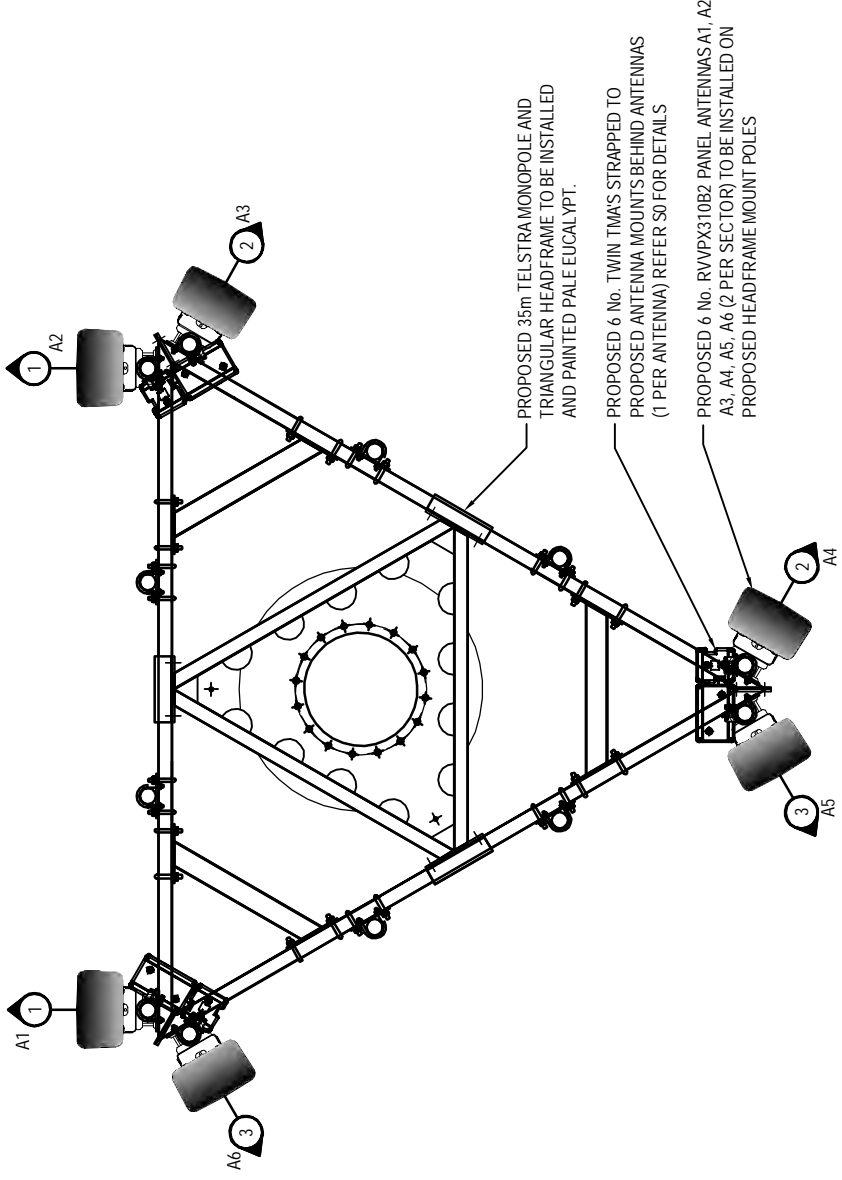
SITE STRUCTURE CO-ORDINATES (GDA94)	
GPS READING ACCURACY: ±10m	
LATITUDE	-37.297536° (GDA94)
LONGITUDE	144.244002° (GDA94)

PROPERTY DESCRIPTION
 PART OF CROWN ALLOT. 2, SEC. 7
 VOL 8268, FOL 700
 PARISH OF GLENLYON

- NOTES:**
- FOR EME SIGNS NOTATED #1 REFER TO 005486 DOCUMENTS FOR DETAILS.
 - EME SIGN SECURED TO ANTENNAS REFER TO 005486 DOCUMENTS.
 - EME SIGN SECURED AT THE DEFINED ACCESS RESTRICTION.

- #2 EME TELSTRA #2 SIGN
PROPOSED SIGNS TO BE UV STABLE
STICKERS AND FIXED TO BASE OF ALL
TELSTRA ANTENNAS (6 OFF)
- #6 EME TELSTRA #6 SIGN
PROPOSED SIGN SECURED
1.5m AGL TO MONOPOLE
- #13 EME TELSTRA #13 SIGN
PROPOSED SIGN SECURED
TO TELSTRA ACCESS GATE

SITE LAYOUT
 1m 0 1m 2m 3m 4m 5m
 SCALE 1:100

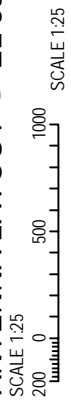


PROPOSED 35m TELSTRA MONOPOLE AND TRIANGULAR HEADFRAME TO BE INSTALLED AND PAINTED PALE EUCALYPT.

PROPOSED 6 No. TWIN TMA'S STRAPPED TO PROPOSED ANTENNA MOUNTS BEHIND ANTENNAS (1 PER ANTENNA) REFER S0 FOR DETAILS

PROPOSED 6 No. RVVPX310B2 PANEL ANTENNAS A1, A2, A3, A4, A5, A6 (2 PER SECTOR) TO BE INSTALLED ON PROPOSED HEADFRAME MOUNT POLES

ANTENNA LAYOUT @ EL 35.0m



TN
 HEADFRAME
 ORIENTATION 120° TN

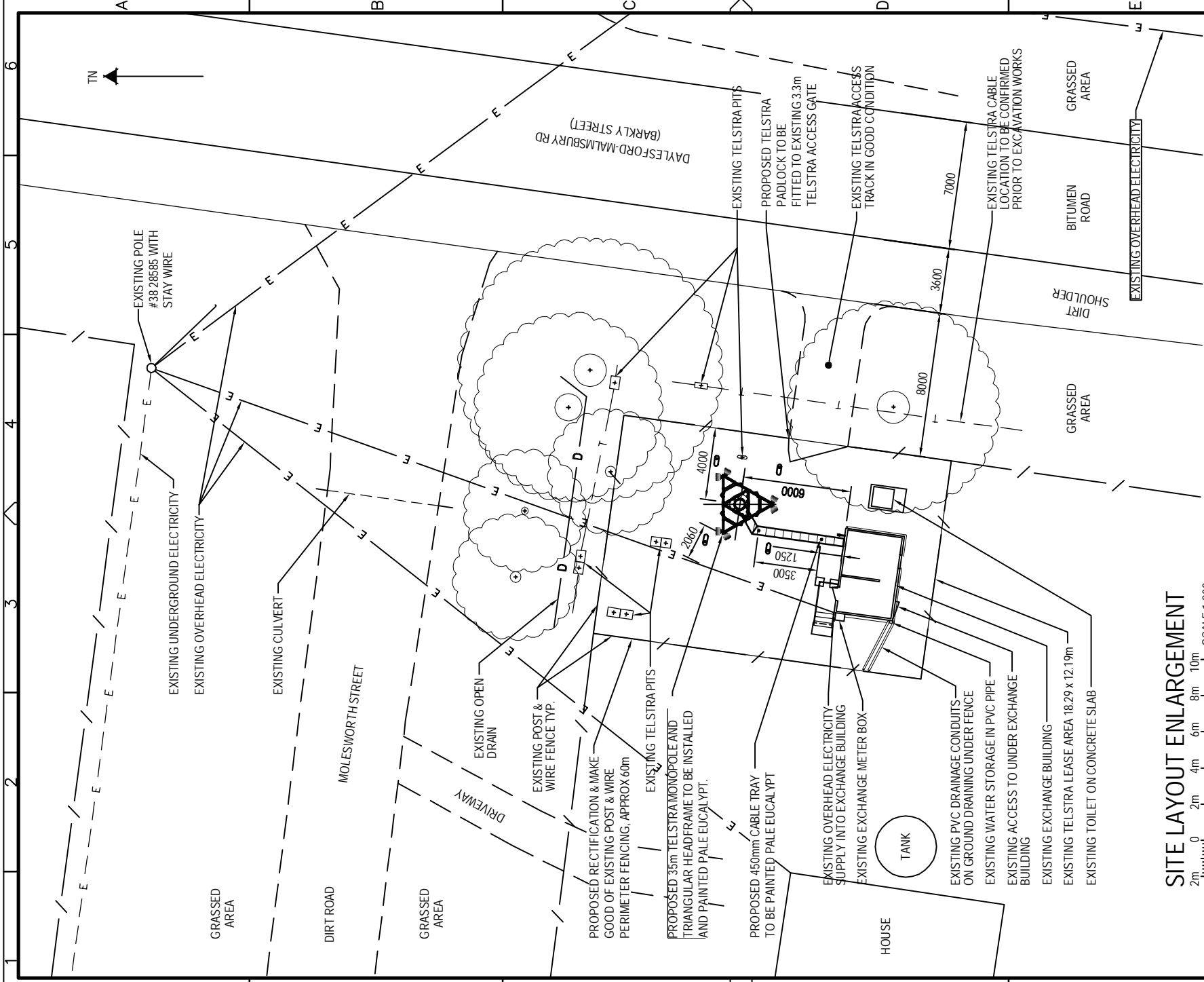
PRELIMINARY	
MOBILE NETWORK SITE 26213 GLENLYON ANTENNA LAYOUT DETAILS 28 MOLESWORTH ST, GLENLYON VIC 3461	
DWG NO.	V111722
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SITE LAYOUT ENLARGEMENT
SCALE 1:200

DO NOT SCALE DIMENSIONS IN



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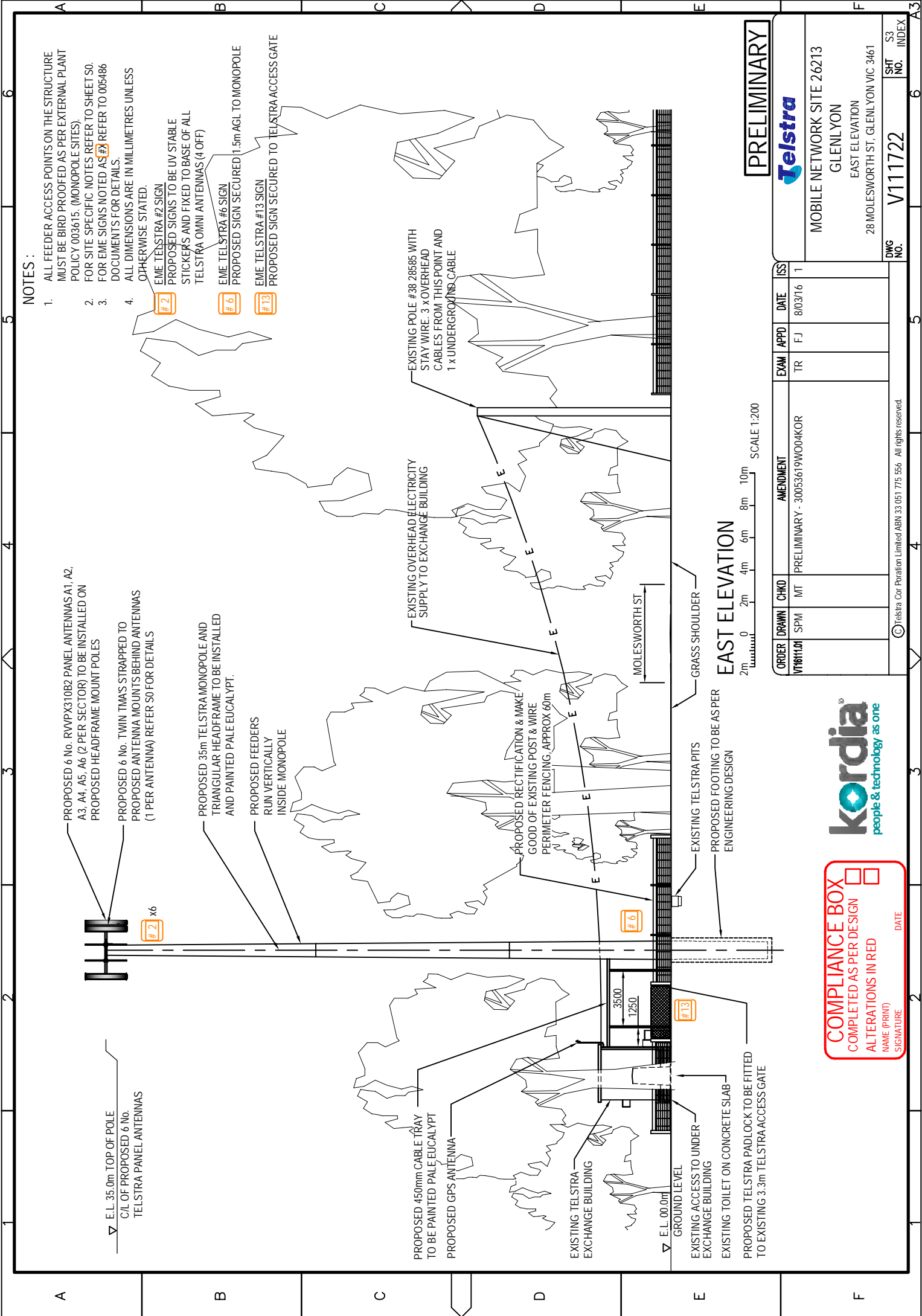
ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
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PRELIMINARY
Telstra

MOBILE NETWORK SITE 26213
GLENLYON
SITE LAYOUT ENLARGEMENT
28 MOLESWORTH ST, GLENLYON VIC 3461

DWG NO. V111722
SHT NO. 6
INDEX S1-2

NOTE: DAYLESFORD-MALMSBURY ROAD IS A 60KPH ZONE. AMPLE SPACE ON SHOULDER FOR PARKING.



NOTES :

- ALL FEEDER ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615. (MONOPOLE SITES).
- FOR SITE SPECIFIC NOTES REFER TO SHEET S0. FOR EME SIGNS NOTED AS #X REFER TO 005486 DOCUMENTS FOR DETAILS.
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.
- EME TELSTRA #2 SIGN PROPOSED SIGNS TO BE UV STABLE STICKERS AND FIXED TO BASE OF ALL TELSTRA OMNI ANTENNAS (4 OFF)
- EME TELSTRA #6 SIGN PROPOSED SIGN SECURED 1.5m AGL TO MONOPOLE
- EME TELSTRA #13 SIGN PROPOSED SIGN SECURED TO TELSTRA ACCESS GATE

PRELIMINARY

MOBILE NETWORK SITE 26213
GLENLYON
EAST ELEVATION
28 MOLESWORTH ST, GLENLYON VIC 3461

DWG NO. **V111722**

SHT NO. **6**

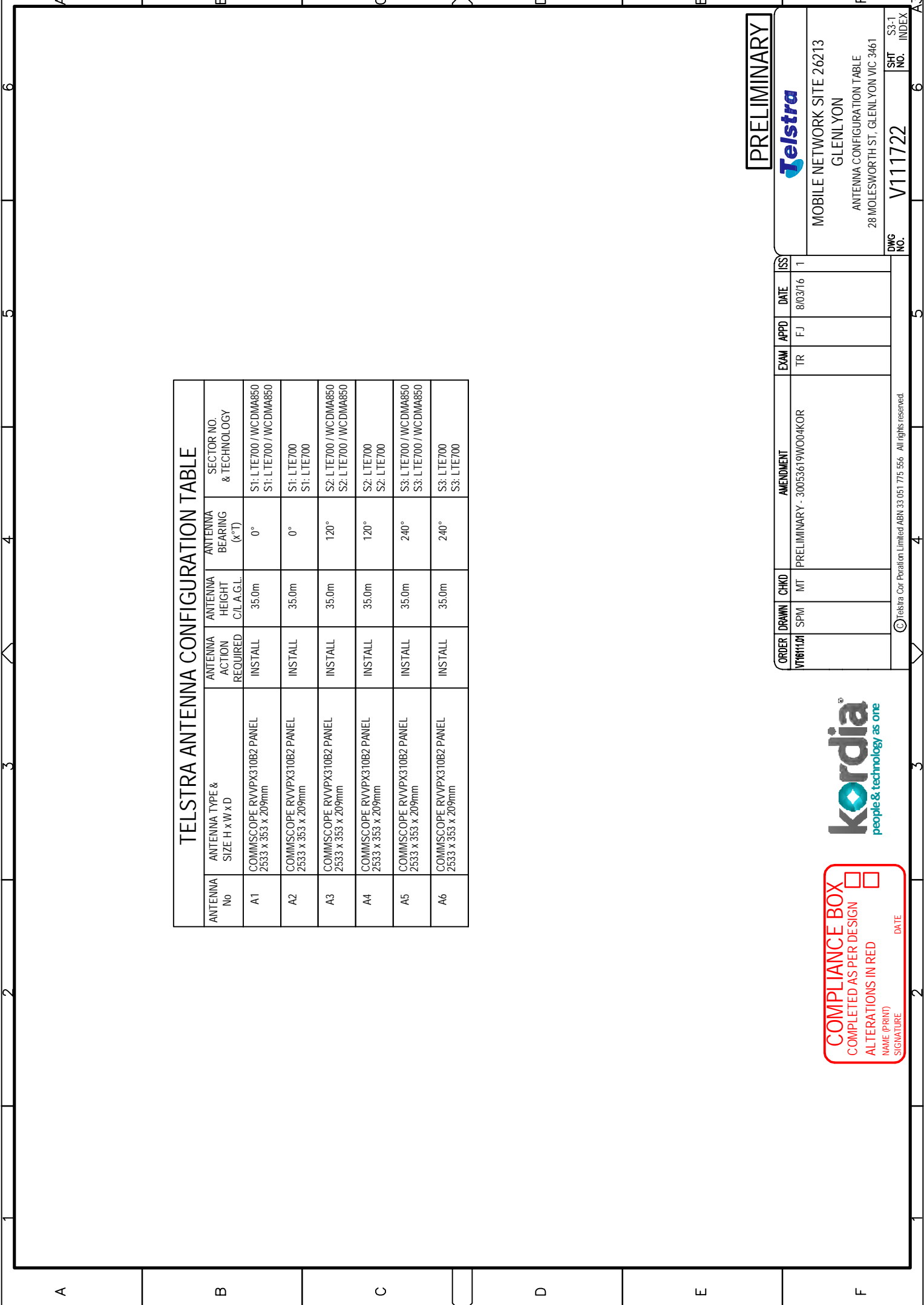
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TELSTRA ANTENNA CONFIGURATION TABLE

ANTENNA No	ANTENNA TYPE & SIZE H x W x D	ANTENNA ACTION REQUIRED	ANTENNA HEIGHT C/L A.G.L.	ANTENNA BEARING (x°T)	SECTOR NO. & TECHNOLOGY
A1	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	0°	S1: LTE700 / WCDMA850 S1: LTE700 / WCDMA850
A2	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	0°	S1: LTE700 S1: LTE700
A3	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	120°	S2: LTE700 / WCDMA850 S2: LTE700 / WCDMA850
A4	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	120°	S2: LTE700 S2: LTE700
A5	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	240°	S3: LTE700 / WCDMA850 S3: LTE700 / WCDMA850
A6	COMMSCOPE RVVPX310B2 PANEL 2533 x 353 x 209mm	INSTALL	35.0m	240°	S3: LTE700 S3: LTE700

PRELIMINARY



MOBILE NETWORK SITE 26213
GLENLYON
ANTENNA CONFIGURATION TABLE
28 MOLESWORTH ST, GLENLYON VIC 3461

DWG NO. **V111722**

S3-1
SHT NO. INDEX

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
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10.2. PA1144 CONSTRUCTION OF NEW MACHINERY SHED, AMENITIES AND ALTERATIONS TO EXISTING BUILDING FOR EXISTING RURAL INDUSTRY (SEED PRODUCTION STORAGE AND PACKING)

CHIEF EXECUTIVE OFFICER

In providing this advice to Council, I Alan Todd as Statutory Planner have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to determine the application to construct a new building, and undertake alterations to an existing building, to expand the rural industry operating on the land.

BACKGROUND

The land at 269 Dairy Flat Road, Musk, is currently used for the growing, drying, packing and storing of vegetable seeds. The business also operates from premises in Europe, ensuring two growing seasons annually for continuous supply worldwide to the market gardening sector.

The seed growing is classed as agriculture, requiring no planning approval. This is conducted both in the open and under greenhouses. The sorting, drying, storage, packaging and associated clerical work are defined as a rural industry, which is a section two use under the zone provisions. This means that the proposed buildings and works require planning approval.

The existing building used for the rural industry component of the enterprise is made up of two "sheds" in an L shaped configuration. Shed 1 is a two storey structure used for seed storage, office space, laboratory and staff amenities. Shed 2 is an open span structure, used for storage, drying and handling. The permanent staff of 50 comprises 36 (agricultural) field workers and 14 (rural industry) indoor staff.

The proposal is to demolish and relocate the open span shed. This will be placed on another part of the site, and will subsequently be used for machinery storage as part of the agricultural side of the business. A replacement, two storey shed of considerably larger dimensions is proposed. This will be used for the expanded operation of sorting, drying, handling and storage of bulk seed. There are also refurbishments proposed for shed 1, to include new expanded staff amenities, and an enclosed link between the two sheds. It is anticipated that permanent staff numbers will increase to 70 – 50 field staff and 20 indoor staff. Provision has been made for 63 onsite car parking spaces.

The application was received by Council on 21/12/2015, with an addendum including a minor change to the location of a substation on the plans received on 22/12/2015.

The proposal was advertised to adjoining and adjacent landowners. No objections or submissions have been received.

The total estimated cost of the development is \$3.5 million.

As this exceeds the limit of delegation allowed to planning officers, the matter has been brought before Council for a decision.

ISSUE/DISCUSSION

The relevant planning considerations in making a determination are set out below.

State and Local Policy

State Planning Policy Framework

Clause 13.05-1 Bushfire Planning, strategies and principles

Clause 15.01 Protection of catchments, waterways and groundwater

Planning for bushfire, and protection of catchments, are considered under the overlays which apply to the application site.

Clause 17 Economic Development

Planning is to provide for a strong and innovative economy, where all sectors of the economy are critical to economic prosperity.

Planning is to contribute to the economic well-being of communities and the State as a whole by supporting and fostering economic growth and development by providing land, facilitating decisions, and resolving land use conflicts, so that each district may build on its strengths and achieve its economic potential.

Rijk Zwaan is a well established business, with a significant workforce, contributing to an innovative economy and the economic well-being of the community. It is due to the need to expand that the new building and refurbishment of the existing building is required. By facilitating this through a balanced land development consideration, taking account of any potential for land use conflict, planning supports this significant objective.

The Local Planning Policy Framework (LPPF)- including the Municipal Strategic Statement (MSS) and local planning policies

Clause 21.01-7 Economic development

The municipal profile recognises that some industrial land uses (which includes rural industries) are located in rural areas of the Shire, and that these uses and associated activities need to be sensitively managed in rural areas.

Clause 21.08 Rural Land Use and Agriculture

Recognises that Hepburn Shire has potential for diversification in traditional agricultural activity and should encourage newer types of agriculture. Emerging

industries include viticulture, herb growing, specialised animal raising and seed production industries.

Clause 22.04 Rural Land

The relevant objectives for agricultural uses and development are

- To promote the long-term sustainable use of high and very high quality agricultural land and the maintenance of clusters of agricultural activity in these areas.
- To support local employment and value adding opportunities in rural areas.
- To protect the natural and physical resources upon which agricultural industries rely.
- To promote agricultural industries which are ecologically sustainable and incorporate best management practices.

The proposed expansion of the seed processing, storage and packing industry, based on sustainable use of high quality agricultural land, is consistent with the identified and desired use and economic development on agricultural land within the Shire. It supports the objectives for the long term sustainable use of rural land.

Zoning and Overlay Provisions

The land falls within the Farming Zone and a permit is required for buildings and works associated with a section 2 use. Rural industry is a section 2 use in the Farming Zone if the floor area of buildings is over 200m².

The application would accord with the decision guidelines at Clause 35.07-6 as:

- The land is able to accommodate the development, including disposal of all effluent by appropriate septic system.
- The development supports and enhances agricultural production
- Buildings are located within one area to minimise loss of productive agricultural land.
- The impact of the design, height, bulk and colours of the proposed building are considered acceptable

The proposal is also strongly supportive of a significant purpose of the farming zone, to encourage the retention of employment and population to support rural communities.

Environmental Significant Overlay – Schedule 1

The Environmental objective includes:

- To protect the quality of domestic water supplies within the Shire and the broader region.
- To maintain and where practicable enhance the quality and quantity of water within watercourses.

- To prevent increased runoff or concentration of surface water leading to erosion or siltation of watercourses.
- To prevent erosion of banks, streambeds adjoining land and siltation of watercourses, drains and other features.
- To prevent pollution and increased turbidity and nutrient levels of water in natural watercourses, water bodies and storages.

The requirement to connect to reticulated sewer satisfies the requirement to protect the quality of water supplies within the catchment.

Engineering conditions satisfy environmental objectives by controlling drainage and runoff from stormwater.

GMW has consented to the development subject to a number of conditions.

Bushfire Management Overlay

A permit is required under this overlay for the development of a building associated with industry. A bushfire management statement was submitted with the application, which was referred to the CFA. The CFA gave consent, and required no conditions.

Particular Provisions

Clause 52.06 – Car Parking. The table to clause 52.06 requires 2.9 spaces for every 100m² of net floor area for development associated with industry. The increase in floor area for the proposed buildings is 1531m². This calls up a requirement for 44 parking spaces. The application plans show formalised areas for parking up to 63 vehicles on site. This is well in excess of that required. It should be understood that some of this supply represents a formalising of existing space.

All car parking areas will need to be designed, surfaced and drained to the requirements set out in engineering conditions.

KEY ISSUES

The key issues are:

- The support and enhancement of existing agricultural activity associated with the increased scale of the rural industry.
- The retention of employment and population to support rural communities.
- Support of economic development in an appropriate location.
- Protection of catchments.
- Protection from bushfire.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

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

FINANCIAL IMPLICATIONS

None

RISK IMPLICATIONS

NA

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

NA

COMMUNITY AND STAKEHOLDER ENGAGEMENT

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

CONCLUSION

The proposal has been considered against the relevant provisions of the Hepburn Planning Scheme. The key issues were identified as

- The support and enhancement of existing agricultural activity associated with the increased scale of the rural industry.
- The retention of employment and population to support rural communities.
- Support of economic development in an appropriate location.
- Protection of catchments.
- Protection from bushfire.

The proposal is highly consistent with the planning objectives identified, and should be supported.

OFFICER'S RECOMMENDATION

That Council: having considered all the matters required under Section 60 of the Planning and Environment Act 1987 decides to Grant a Permit for the construction of a new machinery shed, amenities and alterations to existing building for existing rural industry (seed production storage and packing) in accordance with the plans submitted with the application dated 21/12/2015 (including minor revision of 22/12/2015) subject to the following conditions:

10.2.1. **Layout not altered**

The development as shown on the endorsed plans must not be altered without the further written consent of the Responsible Authority.

10.2.2. **Council Engineering**

Stormwater Drainage

Naturally occurring drainage line shall be maintained for the purpose of stormwater drainage. No stormwater shall drain or discharge from the land to adjoining properties.

10.2.3. **Parking**

Before construction works start associated with the provision of carparking, detailed layout plans demonstrating compliance with AustRoads Publication 'Guide to Traffic Engineering Practice: Part 11 Parking', Australian Standard "AS2890: Parking Facilities" and to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions.

Before the use or occupation of the development starts, the area(s) set aside for parking of vehicles and access lanes as shown on the endorsed plans must be:

- a) surfaced with an all-weather surface and treated to the satisfaction of the Responsible Authority to prevent dust;
- b) drained in accordance with an approved drainage plan;
- c) constructed and completed to the satisfaction of the Responsible Authority.

All works must complete prior to commencement of the use.

All costs incurred in complying with the above conditions shall be borne by the permit holder.

10.2.4. **Goulburn Murray Water**

- a) Stormwater run-off from the roof of the arena must be directed to storage tanks or dams with the overflow discharged in a manner which does not cause soil erosion or transport of sediment to waterways. Consideration must be given to the capacity of the tanks/dams required and their ability to cater for storm events from such a large roof area.
- b) All construction and ongoing activities must be in accordance with sediment control principles outlined in 'Construction Techniques for Sediment Pollution Control' (EPA, 1991).
- c) No buildings are to be constructed within 30 metres of any waterways or on any drainage lines
- d) All wastewater from the development must be treated and disposed of in accordance with the Land Capability Assessment 15607 LCA01 prepared by Colin McClelland & Associates, 15 December 2015. The system must be an EPA approved system, installed, operated and maintained in accordance with the relevant EPA Code of Practice and Certificate of Approval.
- e) The wastewater disposal area must be kept free of stock, buildings, driveways and service trenching and must be planted with appropriate vegetation to maximise its performance. Stormwater must be diverted away. A reserve wastewater disposal field of equivalent size to the primary disposal field must be provided for use in the event that the primary field requires resting or has failed.
- f) Where the following features are present in proximity to the subject land, the wastewater disposal area must be located:
 - Above the 1 in 100 year flood level
 - At least 100 metres from any waterways
 - At least 40 metres from the nearest drainage line
 - At least 60 metres from any dams
 - At least 20 metres from any bores.

END OF CONDITIONS

NOTE: Expiry of permit

This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit
- b) The development is not completed within four years of the date of his permit

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or

- Within six months afterwards if the development has not been started.
- Within twelve months afterwards if the development started lawfully before the permit expired.

MOTION

That Council having considered all the matters required under Section 60 of the Planning and Environment Act 1987 decides to Grant a Permit for the construction of a new machinery shed, amenities and alterations to existing building for existing rural industry (seed production storage and packing) in accordance with the plans submitted with the application dated 21/12/2015 (including minor revision of 22/12/2015) subject to the following conditions:

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- d) surfaced with an all-weather surface and treated to the satisfaction of the Responsible Authority to prevent dust;*
- e) drained in accordance with an approved drainage plan;*
- f) constructed and completed to the satisfaction of the Responsible Authority.*

All works must complete prior to commencement of the use.

All costs incurred in complying with the above conditions shall be borne by the permit holder.

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- g) Stormwater run-off from the roof of the arena must be directed to storage tanks or dams with the overflow discharged in a manner which does not cause soil erosion or transport of sediment to waterways. Consideration must be given to the capacity of the tanks/dams required and their ability to cater for storm events from such a large roof area.*
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- i) No buildings are to be constructed within 30 metres of any waterways or on any drainage lines*
- j) All wastewater from the development must be treated and disposed of in accordance with the Land Capability Assessment 15607 LCA01 prepared by Colin McClelland & Associates, 15 December 2015. The system must be an EPA approved system, installed, operated and maintained in accordance with the relevant EPA Code of Practice and Certificate of Approval.*
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 - At least 40 metres from the nearest drainage line*
 - At least 60 metres from any dams*
 - At least 20 metres from any bores.*

END OF CONDITIONS

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- Within twelve months afterwards if the development started lawfully before the permit expired.*

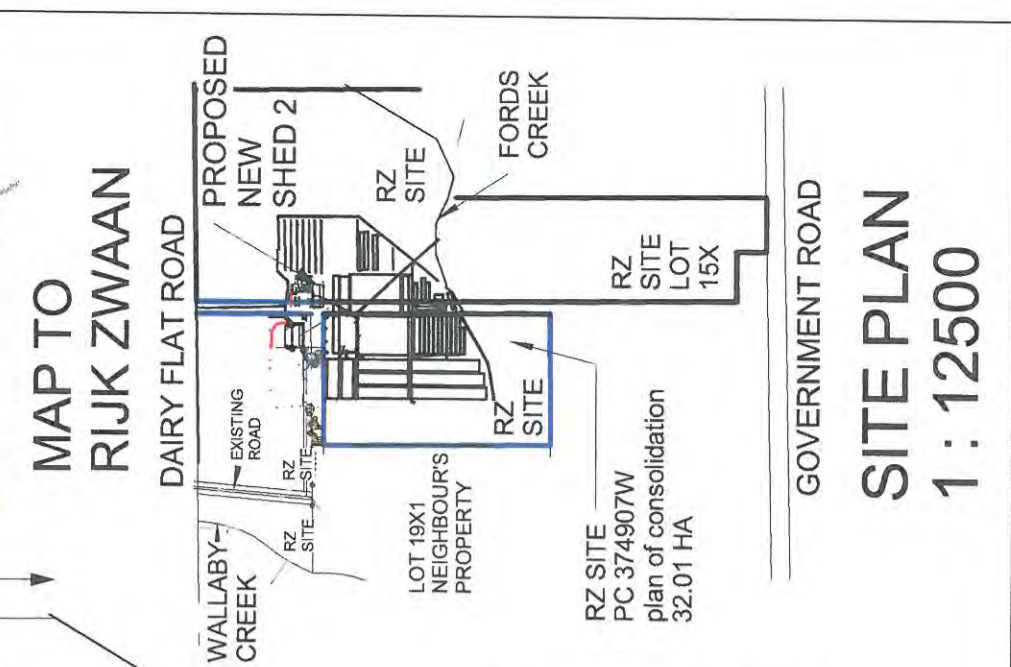
Moved: Councillor Sebastian Klein

Seconded: Councillor Bill McClenaghan

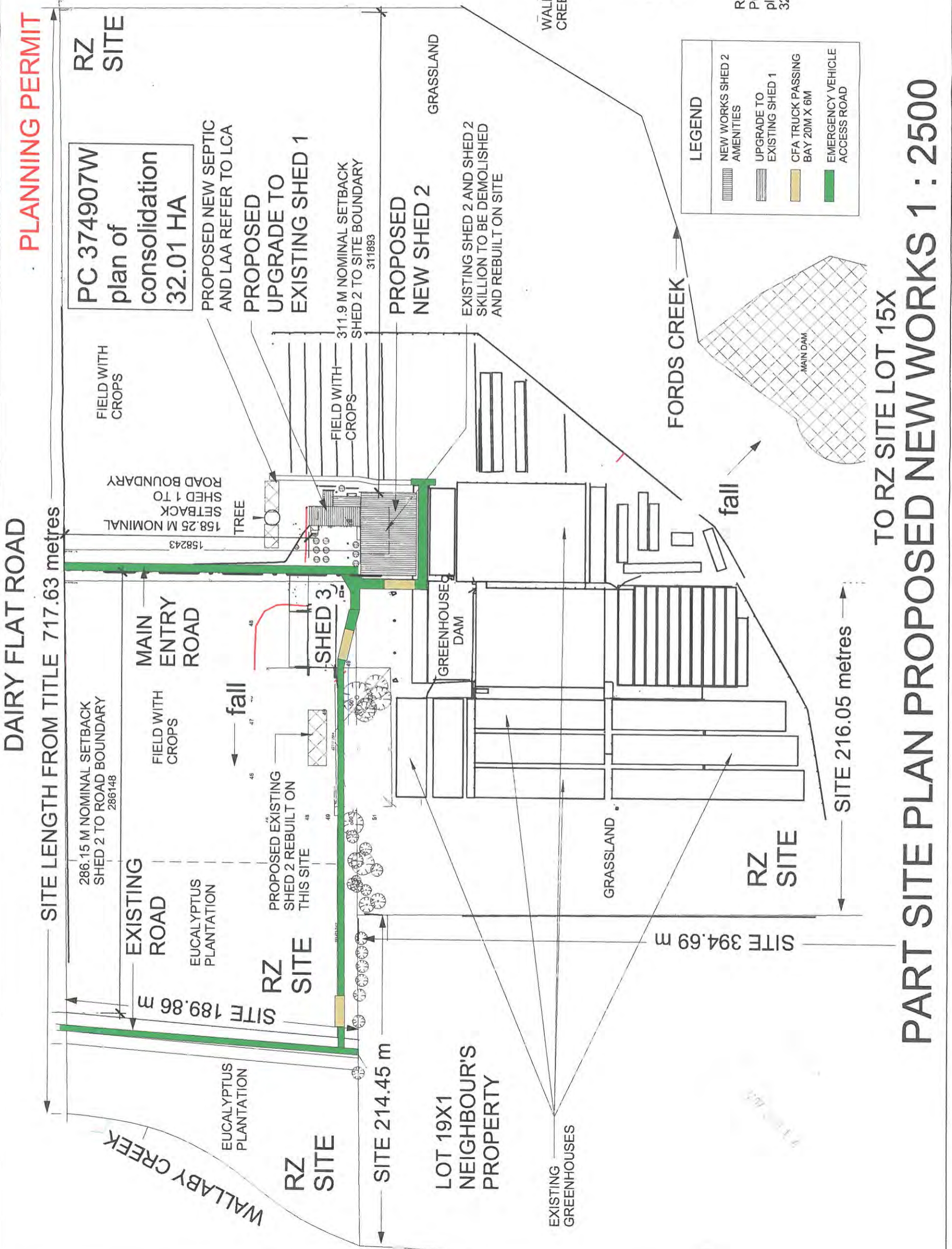
Carried.

ATTACHMENT 2 - PA1144-269 DAIRY FLAT ROAD

Drawing List	
No.	Sheet Name
TP01	SITE PLAN
TP02	PARKING PLAN
TP03	PROPOSED GRD FLR PLAN
TP04	PROPOSED 1ST FLR PLAN
TP05	PROPOSED ELEVATIONS
TP06	PROPOSED ELEVATIONS
EX01	EXISTING GRD FLR EXISTING 1ST FLR



NEW SEEDSTORE & OFFICES	
Dairy Flat Rd Musk	
Rijk Zwaan Australia	
Date	18_12_2015
Drawn by	SH
Scale:	As indicated
_TP01	



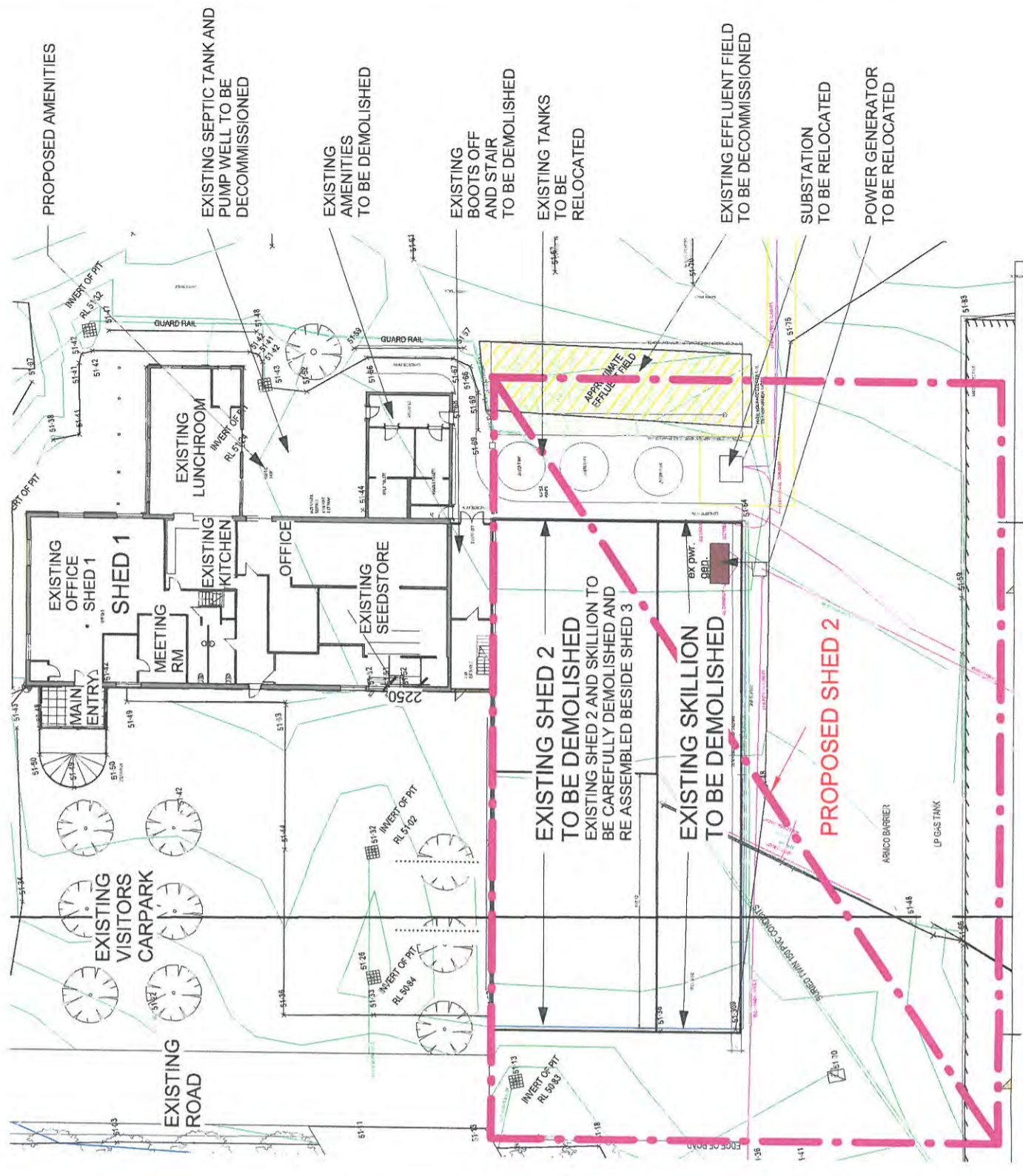
NEW SEEDSTORE & OFFICES	
Dairy Flat Rd Musk	
Rijk Zwaan Australia	
Date	18_12_2015
Drawn by	SH
Scale:	As indicated
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No.	Description	Date

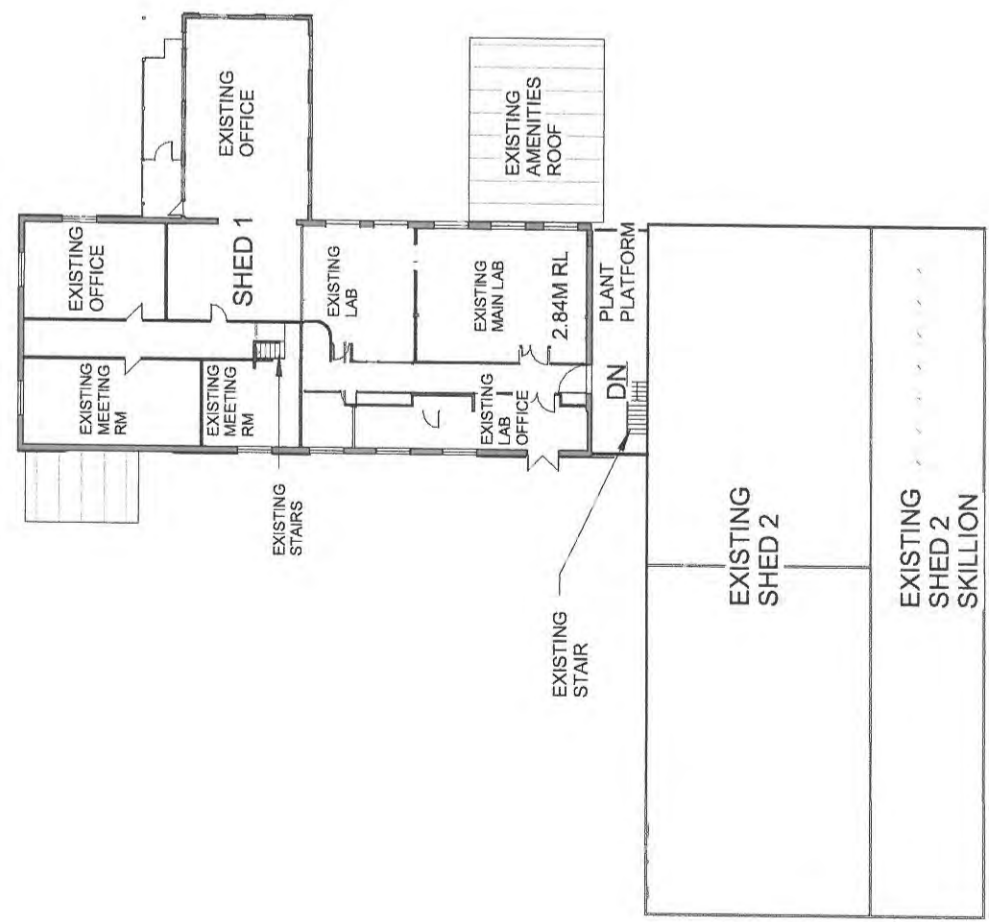
Verify all dimensions and levels on site before commencing any work. Do not scale drawings. Use given dimensions only. Report any discrepancies to this office. Read drawings together with all documentation, specifications and computations. Obtain all relevant permits. All work shall comply with current BCA and all relevant SAA codes. © Copyright 2015.

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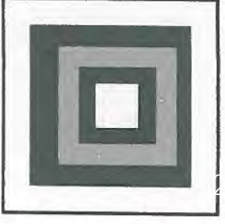
PLANNING PERMIT



EXISTING GROUND FLOOR 1 : 400



EXISTING FIRST FLOOR 1 : 400



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NEW SEEDSTORE & OFFICES
Dairy Flat Rd
Musk
Rijk Zwaan Australia

Existing Grd & 1st Floors

Date: 18_12_2015
Drawn by: Author
Scale: 1 : 400

TP_EX01

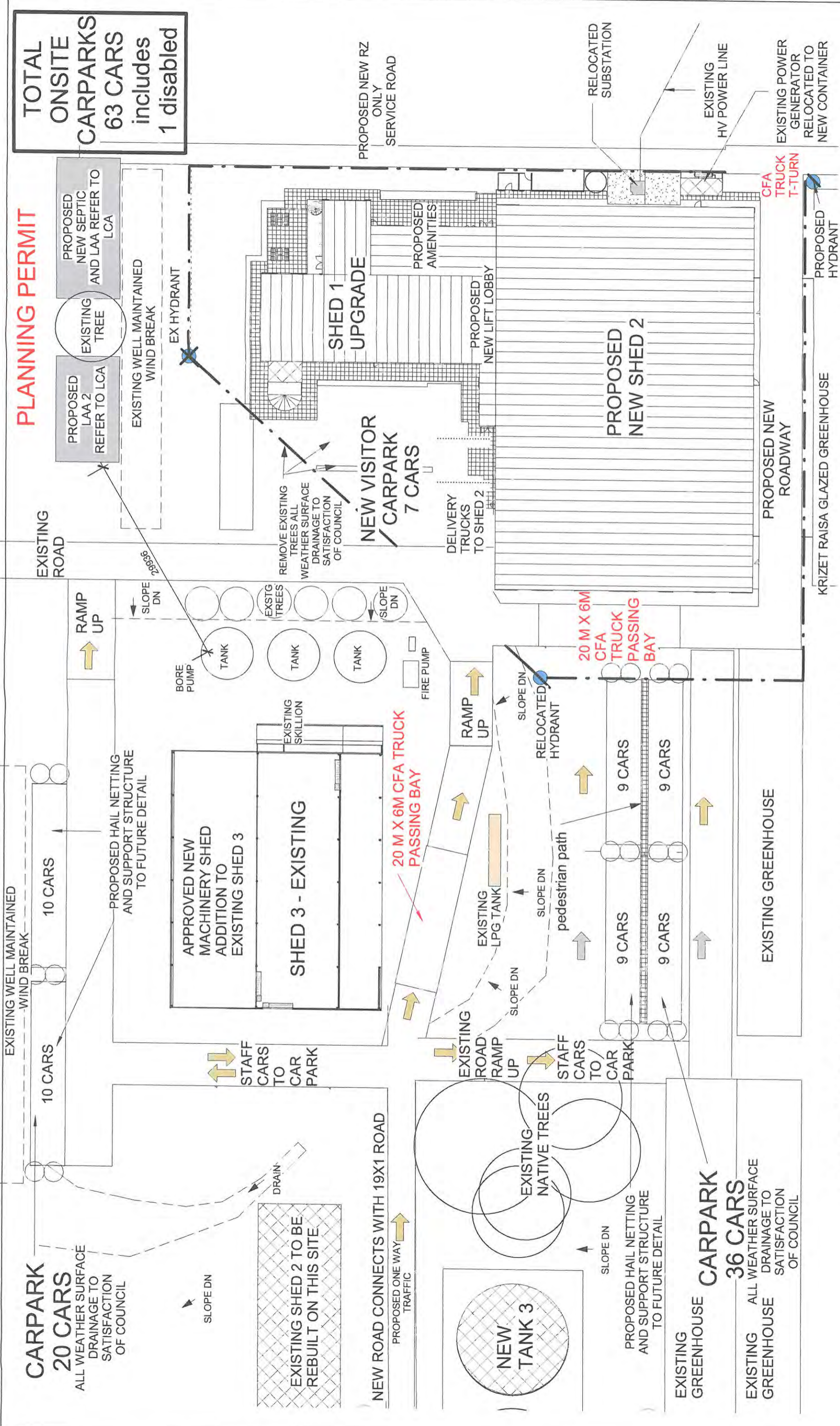
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**TOTAL
ONSITE
CARPARKS
63 CARS**
includes
1 disabled

PLANNING PERMIT



PROPOSED NEW SHED 2 AND UPGRADE TO SHED 1 - GRD FLR PLAN 1:500

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No.	Description	Date

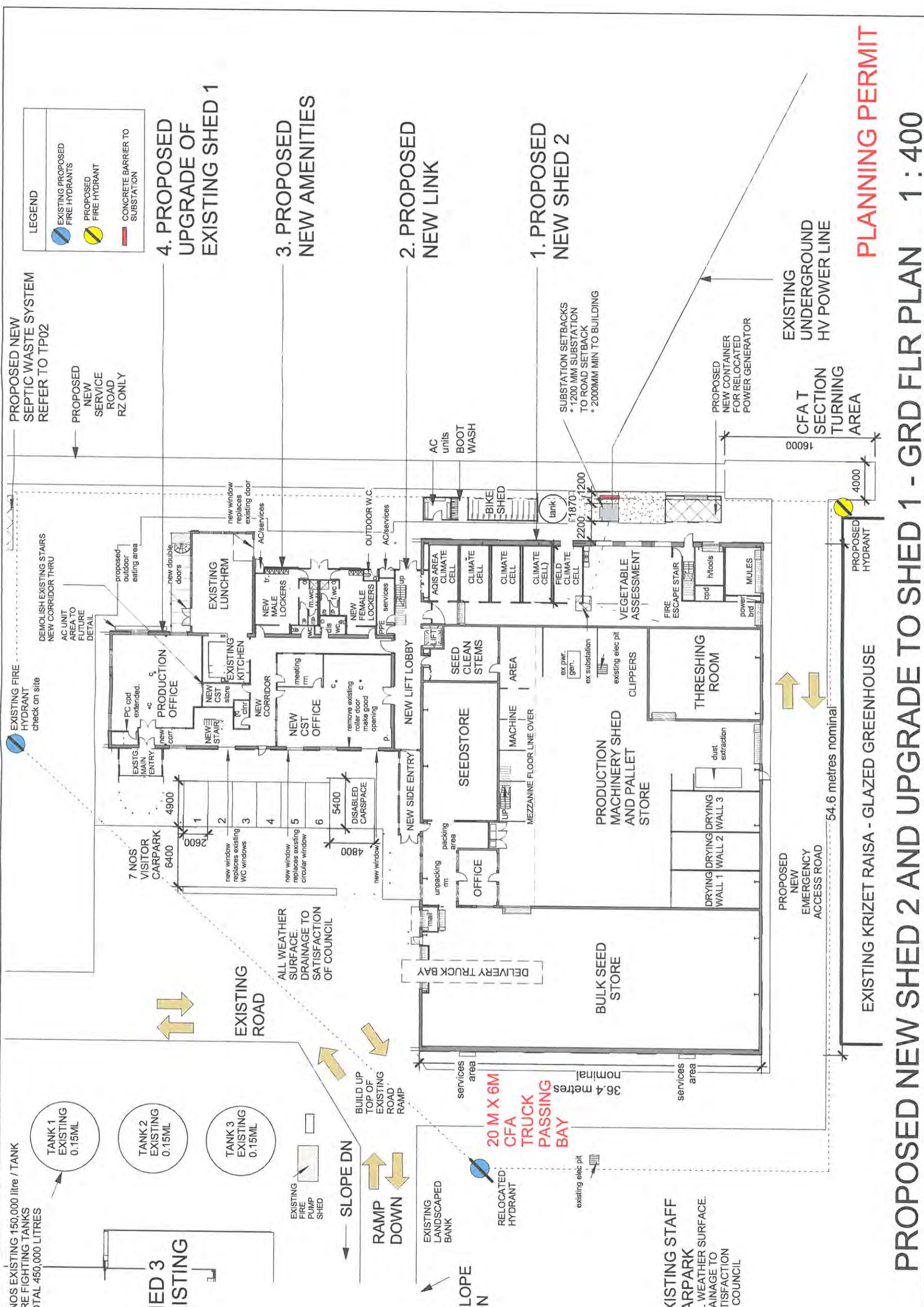
NEW SEEDSTORE & OFFICES
Dairy Flat Rd
Musk
Rijk Zwaan Australia

Part Site Plan and Carparking

Date 18_12_2015
Drawn by SH Scale: As indicated

_TP02

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PROPOSED NEW SHED 2 AND UPGRADE TO SHED 1 - GRD FLR PLAN 1 : 400

NEW SEEDSTORE & OFFICES
 Dairy Flat Rd
 Musk

Proposed Ground Floor Plan

No.	Description	Date

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Date 18_12_2015
 Drawn by Author
 Scale: 1 : 400

_TP03

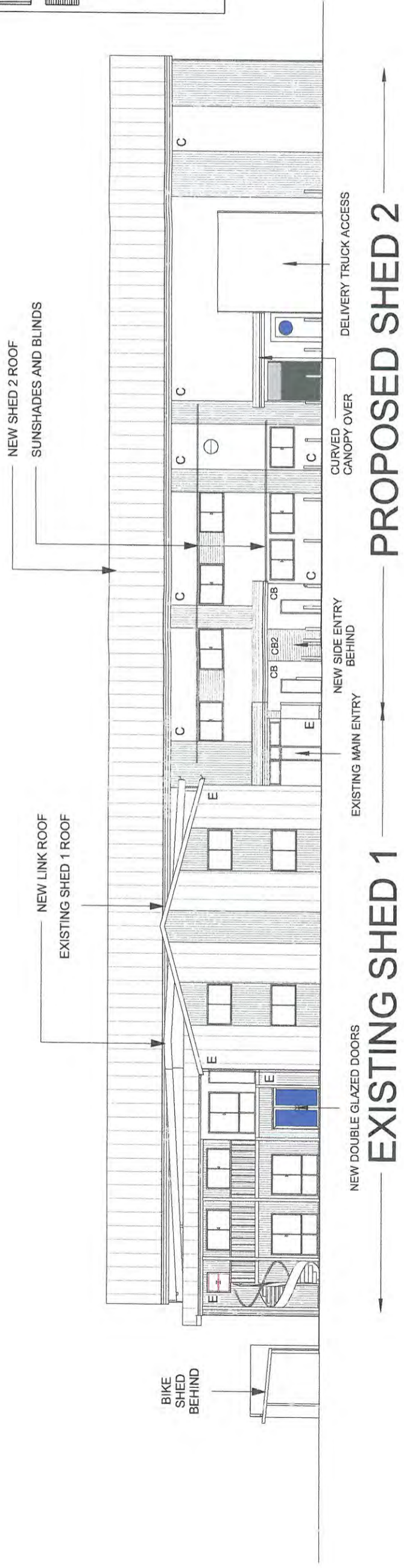
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PLANNING PERMIT

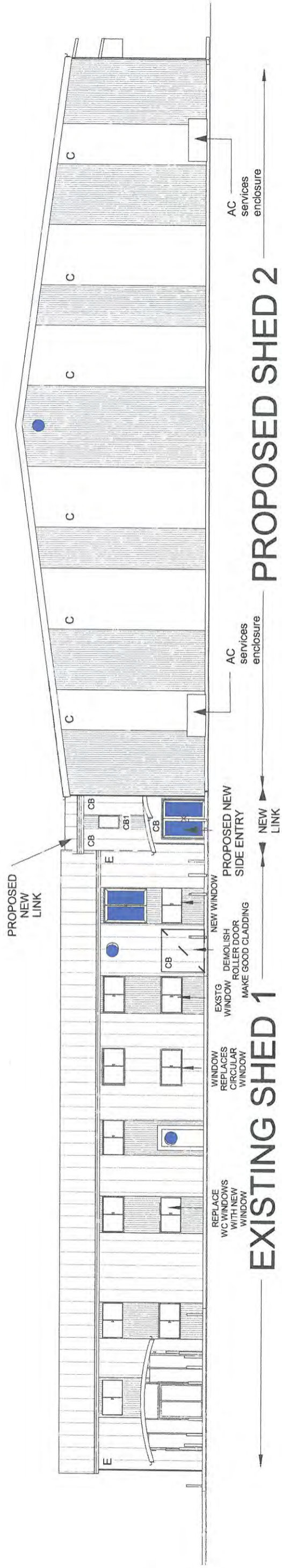
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	NEW CLADDING TO SHED 2 COLORBOND COLOUR: "DUNE" VERTICAL RIBS
	NEW CLADDING TO SHED 2 COLORBOND COLOUR: "DUNE" HORIZONTAL RIBS
CB	NEW "COLORBOND" CLADDING COLOUR "SHALE GREY"
CB1	NEW "COLORBOND" CLADDING COLOUR "DUNE" VERTICAL
CB2	NEW "COLORBOND" CLADDING COLOUR "DUNE" HORIZONTAL
E	EXISTING CLADDING



1 North West Elevation_

1 : 200



2 South West Elevation_

1 : 200

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No.	Description	Date

NEW SEEDSTORE & OFFICES
Dairy Flat Rd
Musk

Rijk Zwaan Australia

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Elevations

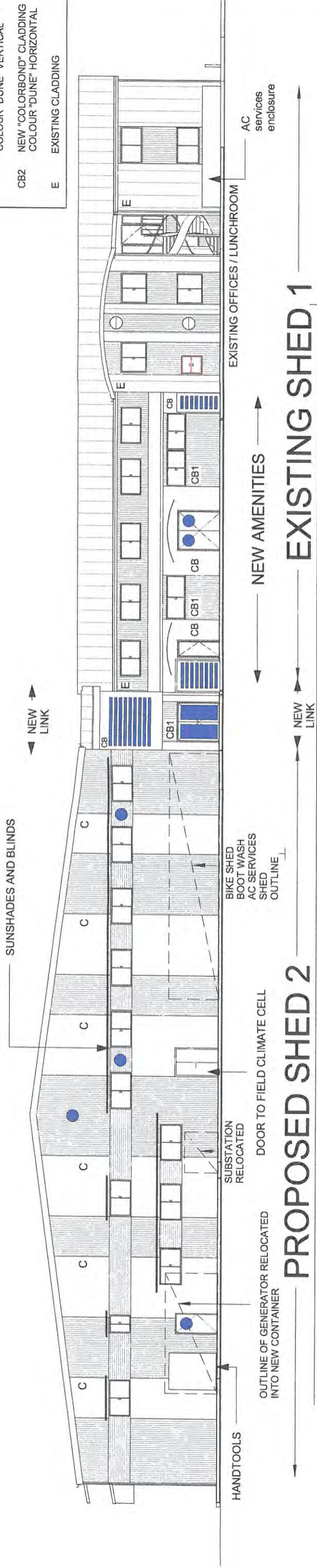
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Scale:	As indicated

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PLANNING PERMIT

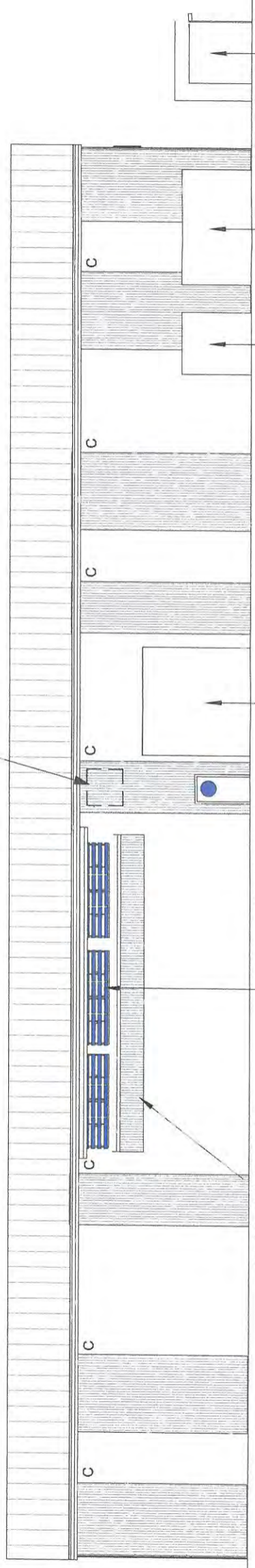
Materials Legend

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- NEW CLADDING TO SHED 2 COLORBOND COLOUR: "DUNE" HORIZONTAL RIBS
- CB NEW "COLORBOND" CLADDING COLOUR "SHALE GREY"
- CB1 NEW "COLORBOND" CLADDING COLOUR "DUNE" VERTICAL
- CB2 NEW "COLORBOND" CLADDING COLOUR "DUNE" HORIZONTAL
- E EXISTING CLADDING



1 North East Elevation1_

1 : 200



2 PROPOSED SHED 2

South East Elevation_

1 : 200

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No.	Description	Date

NEW SEEDSTORE & OFFICES

Dairy Flat Rd
 Musk

Rijk Zwaan Australia

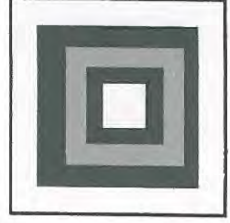
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Elevations

Date 18_12_2015

Drawn by SH Scale: As indicated

_TP06



11. OFFICERS' REPORTS

11.1. PROPOSED BUDGET 2016/17

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance & Information Technology, I Trafford Thompson have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider the Proposed Budget 2016/17.

BACKGROUND

The Local Government Act 1989 requires Council to prepare a budget for each financial year and provide the opportunity for people to make a submission under section 223 of the Act on any proposal contained in the budget.

Budget Process

The following process is being followed to develop Council's 2016/17 budget.

Budget process	Timing
1. Officers update Council's current year forecast	Dec
2. Officers prepare operating and capital budgets	Jan/Feb
3. Councillors consider draft budgets at informal briefings	Mar/Apr
4. Proposed budget submitted to Council for approval	19-Apr
5. Public notice advising intention to adopt budget	27-Apr
6. Proposed budget available for public inspection and submissions	27-Apr
7. Public submission process commences	27-Apr
8. Budget Information Session - Glenlyon	9 May
9. Budget Information Sessions - Creswick	10-May
10. Budget Information Sessions - Trentham	12-May
11. Submissions period closes (28 days)	25-May
12. Submissions considered by Council	7-Jun
13. Budget presented to Council for adoption	21-Jun
14. Copy of adopted budget submitted to the Minister	30-Jun

ISSUE/DISCUSSION

The budget seeks to balance the demand for services and facilities, the required infrastructure renewal and upgrade, management of the Shire's natural environment, and the community's capacity to pay.

A copy of the Proposed Budget 2016/17 is included as Attachment 3 .

Budget Summary

The 2016/17 Proposed Budget has rates income increasing by a 2.5% or \$389,000 plus a 0.8% or \$114,000 increase in revenue from 2015/16 supplementary rates. The 0.8% increase in revenue from supplementary valuations, which arises predominantly

from the rating of new buildings for the first time in 2015/16, represents the growth in Council's rate base. In addition, \$170,000 is forecast for supplementary rates to be charged in 2016/17. This results in total revenue from rates of \$16.13 million. In addition, \$2.33 million will be raised from the waste management charge and kerbside collection charges.

The budgeted operating result for the 2016/17 year is a surplus of \$5.58 million, compared to a forecast surplus of \$3.67 million in 2015/16.

The adjusted underlying result for the 2016/17 year is a surplus of \$0.85 million which is an increase of \$0.77 million from the 2015/16 year. The adjusted underlying result is a measure of financial sustainability and Council's ability to achieve its service delivery objectives as it is not impacted by once off capital income items which can often mask the operating result.

Total cash and investments are forecast to decrease by \$1.43 million to \$11.54 million as at 30 June 2017. The primary driver for this decrease is the funding of capital projects including projects being carried forward to 2016/17 and projects funded out of the open space and waste financial reserves.

The Proposed Budget 2016/17 includes a significant number of operational and capital projects to implement key Council strategies and plans, including:

- Walking and Cycling Strategy
- Sustainability Strategy
- Waste and Resource Recovery Strategy
- Community Planning Strategy
- Events Strategy
- Youth Strategy (in development)
- Economic Development Strategy (in development)
- Community Hub projects

Total capital works included in the 2016/17 is \$13.94 million. This includes carry forward expenditure of \$1.482 million and grant income of \$1.18 million for incomplete capital projects.

In addition to new operational projects, \$0.76 million of incomplete projects have been carried forward in the 2016/17 budget.

Carry Forward from 2015/16

Funding has been included in the 2016/17 budget for projects currently included in the 2015/16 budget but which are anticipated to be unexpended as at 30 June 2016. These funds include all sources of allocated revenue received prior to 30 June 2016. The reason for identifying and including the required carry forward funds is to provide a complete picture of the initiatives and major initiatives that will be undertaken during 2016/17.

Differential Rates

Rate differentials have been set in the Proposed Budget in accordance with the Rating Strategy.

The proposed rate differentials are:

Type or class of land	2015/16		2016/17		Change
	\$/ \$ CIV	Differential	\$/ \$ CIV	Differential	
General Rate	0.004219	100%	0.003978	100%	-5.7%
Farm Rate	0.002743	65%	0.002586	65%	-5.7%
Commercial Rate	0.004895	116%	0.004614	116%	-5.7%
Industrial Rate	0.004895	116%	0.004614	116%	-5.7%
Mixed Use Rate	0.004895	116%	0.004614	116%	-5.7%
Vacant Land Rate - Township	0.005275	125%	0.004973	125%	-5.7%
Vacant Land Rate - Other	0.004219	100%	0.003978	100%	-5.7%
Trust for Nature Rate	0.002110	50%	0.001989	50%	-5.7%
Recreational Rate	0.002110	50%	0.001989	50%	-5.7%

Due to property values being reassessed in 2016, there is a decrease in rate in the dollar to achieve the 2.5% overall income increase.

Charges

The proposed annual service charges are:

Type of Charge	Per Rateable Property		Change
	2015/16 \$	2016/17 \$	
Kerbside collection (Garbage) Existing Weekly	126.00	126.00	0.00%
Kerbside collection (Garbage) New Fortnightly	106.00	106.00	0.00%
Kerbside collection (Recycling) Fortnightly	45.00	45.00	0.00%
Commercial Garbage Charge	280.00	280.00	0.00%
Waste management improved charge	109.00	109.00	0.00%
Waste management Unimproved Charge	109.00	109.00	0.00%

The kerbside collection charge and commercial garbage collection charge are service charges and only those who are provided with the service are charged.

Council also has a waste management charge which covers the costs of transfer stations and other costs associated with keeping the Shire clean and tidy. This includes street cleaning and street litter bin collection. Council considers it equitable that this charge applies to all properties.

Cost savings and efficiencies from implementing the first stages of the Waste and Resource Recovery Strategy 2014 have resulted in no increase to the waste charges in 2016/17.

Capital Works Program

Council's proposed capital works program for 2016/17 is \$13.94 million. Highlights of the capital works program are listed below. Some of these projects are subject to receiving funding from other Government sources.

- Asset Renewal Programs comprising building and structures, road resealing and resheeting, road pavement rehabilitation, road safety improvements, bridge, footpath, and kerb and channel renewals \$4.37 million
- Fleet, plant and equipment renewal \$555,000
- Streetscape implementation in Glenlyon, Hepburn Springs and Trentham \$940,000
- Daylesford Pool Upgrade (first year) \$100,000
- Mineral Springs Reserve improvement works \$248,000
- Towards Zero Sustainability Strategy Implementation - Council Facilities \$75,000
- Daylesford community park improvements \$50,000
- Newlyn and Daylesford ovals irrigation project \$130,000
- Creswick Pump Track for Cycling \$140,000
- Town and shire road signage \$90,000
- Trentham community hub construction (first year) \$1.30 million
- Creswick soccer lighting project \$160,000
- Lake Daylesford improvements \$330,000
- Creswick adventure playground \$100,000

Non-capital Initiatives

New and carried forward operational initiatives total \$1.86 million and include the following projects. Some of these projects are subject to receiving funding from other Government sources.

- Major facilities master planning - Newlyn Recreation Reserve, Doug Lindsay, Hepburn Recreation Reserve, Trentham Recreation Reserve \$80,000
- Climate resilient recreation facilities - Trentham Water Security, Daylesford and Creswick sports ground alternate water projects \$75,000
- Implementation of youth strategy \$100,000
- Towards Zero Sustainability Strategy Implementation - Community Facilities \$40,000
- Community planning implementation fund \$50,000
- White ribbon committee \$5,000
- Turf playing surfaces improvement program \$35,000
- Development of reconciliation action plan \$20,400
- Landscape Wills square fountain renewal \$50,000
- Street decorations extended to Trentham \$15,000

- Swimming pool activities and participation programs \$15,000
- Establish an off lead dog area in Clunes \$5,000
- Park Lake landscape improvements and partnership \$15,000
- Tree safety works \$100,000

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Under the *Local Government Act 1989*, Council has a statutory responsibility to prepare a Proposed Budget and advertise it for public comment.

The attached report contains the necessary statutory information required under the *Local Government Act 1989* and *Local Government (Planning and Reporting) Regulations 2014*.

The recommendations below are the formal resolutions to be passed by Council to finalise the Proposed Budget 2016/17, which will be placed on public display until 5pm Wednesday 25 May 2016.

FINANCIAL IMPLICATIONS

A financial summary of the Proposed Budget is detailed above.

The budget setting process is necessary to ensure that funds are allocated to achieve the most important objectives as prioritised by Council after consulting the community.

The striking of rates and charges will have a financial implication on each ratepayer.

RISK IMPLICATIONS

The annual budget process is a key control in mitigating and controlling financial risk.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Council appreciates the varying demographics of our Shire and has sought to keep the increase of revenue to be raised from rates and charges as low as possible, without compromising service.

Council recognises that if sufficient funds are not allocated to asset renewal then the condition of those assets will decline, along with the capacity to deliver services to the community.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Proposed Budget 2016/17 has been prepared by considering all the strategies and plans that Council has previously developed in consultation with the community. The previous consultation has resulted in prioritised programs that are implemented progressively.

The Proposed Budget will be publicly advertised in the local newspapers seeking submissions from interested parties in accordance with Section 223 of the Local Government Act 1989.

The Proposed Budget and prescribed information will be available for inspection for 28 days at Council offices in Daylesford, Creswick and Clunes, at all Hepburn libraries and from Council's website at www.hepburn.vic.gov.au

Any person may make a submission to Council on any proposal contained in the budget. Submissions received by the Council before 5pm Wednesday 25 May 2016 will be considered when Council adopts the budget on 21 June 2016.

CONCLUSION

The Proposed Budget 2016-17 has been developed through a rigorous process that is aligned with the Council Plan 2013-17 and the initiatives in Council's other adopted strategies and plans. The Proposed Budget 2016/17 as tabled outlines how Council intends to deliver its strategic objectives over the next year.

OFFICER'S RECOMMENDATION

That Council, having complied with the requirements in the Local Government Act 1989 and Local Government (Planning and Reporting) Regulations 2014 regarding the preparation and content of the Budget for the 2016/17 financial year:

- 11.1.1. Determines that the Budget for 2016/17, as presented to the meeting, be proposed for the purpose of Section 127 of the Local Government Act 1989.
- 11.1.2. Makes the following declarations in relation to the Proposed Budget 2016/17, which commences 1 July 2016:
 - No additional funds are proposed to be borrowed during the 2016/17 financial year.
 - The total amount of borrowings as at 30 June 2017 is projected to be \$2.28 million, which is \$409,000 less than the amount at 30 June 2016.
 - It be recorded that Council considers that differential rates will contribute to the equitable and efficient carrying out of Council functions. The respective types or classes of land which are subject to each differential rate are those defined in the schedule to this recommendation.
 - Council proposes the following rate in the dollar for each type of rate to be levied for the period 1 July 2016 to 30 June 2017:
 -

Type or class of land	2015/16 \$/\$CIV	2016/17 \$/\$CIV	Change
General Rate	0.004219	0.003978	-5.7%
Farm Rate	0.002743	0.002586	-5.7%
Commercial Rate	0.004895	0.004614	-5.7%
Industrial Rate	0.004895	0.004614	-5.7%
Mixed Use Rate	0.004895	0.004614	-5.7%
Vacant Land Rate - Township	0.005275	0.004973	-5.7%
Vacant Land Rate - Other	0.004219	0.003978	-5.7%
Trust for Nature Rate	0.002110	0.001989	-5.7%
Recreational Rate	0.002110	0.001989	-5.7%

- Council proposes to levy a Waste Management Charge of \$109 for the period 1 July 2016 to 30 June 2017 on all properties. Owners of farm rated properties will only pay one charge per 'single farm enterprise'.
 - Council proposes to levy a Kerbside Collection (Garbage) Weekly Service charge of \$126 on those residential, farm, mixed use and trust for nature properties included in the service areas for the period 1 July 2016 to 30 June 2017.
 - Council proposes to levy a Kerbside Collection (Garbage) Fortnightly Service charge of \$106 on those properties receiving the service for the period 1 July 2016 to 30 June 2017.
 - Council proposes to levy a Commercial Garbage Collection Service charge of \$280 on those properties receiving the service for the period 1 July 2016 to 30 June 2017.
 - Council proposes to levy a Kerbside Collection (Recycling) Fortnightly Service charge of \$45 on those residential, farm, mixed use and trust for nature properties included in the service areas and those other properties receiving a service for the period 1 July 2016 to 30 June 2017.
- 11.1.3. Gives Public Notice of the preparation of a Proposed Budget 2016/17.
- 11.1.4. Makes the Proposed Budget 2016/17 available for public inspection for 28 days at Council offices in Daylesford, Creswick and Clunes; at Libraries in Daylesford and Trentham and on Council's website.
- 11.1.5. Invites any person to make a written submission up until 5pm on Wednesday 25 May 2016, addressed to the Chief Executive Officer.
- 11.1.6. Intends to meet on Tuesday 7 June 2016 at 6pm in the Daylesford Senior Citizens Rooms to hear and consider submissions received.
- 11.1.7. Intends to meet on Tuesday 21 June 2016 at 6pm in the Daylesford Senior Citizens Rooms to consider and determine the adoption of the Budget 2016/17.

MOTION

That Council, having complied with the requirements in the Local Government Act 1989 and Local Government (Planning and Reporting) Regulations 2014 regarding the preparation and content of the Budget for the 2016/17 financial year:

11.1.1. *Determines that the Budget for 2016/17, as presented to the meeting, be proposed for the purpose of Section 127 of the Local Government Act 1989.*

11.1.2. *Makes the following declarations in relation to the Proposed Budget 2016/17, which commences 1 July 2016:*

- *No additional funds are proposed to be borrowed during the 2016/17 financial year.*
- *The total amount of borrowings as at 30 June 2017 is projected to be \$2.28 million, which is \$409,000 less than the amount at 30 June 2016.*
- *It be recorded that Council considers that differential rates will contribute to the equitable and efficient carrying out of Council functions. The respective types or classes of land which are subject to each differential rate are those defined in the schedule to this recommendation.*
- *Council proposes the following rate in the dollar for each type of rate to be levied for the period 1 July 2016 to 30 June 2017:*

Type or class of land	2015/16 \$/\$CIV	2016/17 \$/\$CIV	Change
General Rate	0.004219	0.003978	-5.7%
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- Council proposes to levy a Commercial Garbage Collection Service charge of \$280 on those properties receiving the service for the period 1 July 2016 to 30 June 2017.
- Council proposes to levy a Kerbside Collection (Recycling) Fortnightly Service charge of \$45 on those residential, farm, mixed use and trust for nature properties included in the service areas and those other properties receiving a service for the period 1 July 2016 to 30 June 2017.

- 11.1.3. Gives Public Notice of the preparation of a Proposed Budget 2016/17.
- 11.1.4. Makes the Proposed Budget 2016/17 available for public inspection for 28 days at Council offices in Daylesford, Creswick and Clunes; at Libraries in Daylesford and Trentham and on Council's website.
- 11.1.5. Invites any person to make a written submission up until 5pm on Wednesday 25 May 2016, addressed to the Chief Executive Officer.
- 11.1.6. Intends to meet on Tuesday 7 June 2016 at 6pm in the Daylesford Senior Citizens Rooms to hear and consider submissions received.
- 11.1.7. Intends to meet on Tuesday 21 June 2016 at 6pm in the Daylesford Senior Citizens Rooms to consider and determine the adoption of the Budget 2016/17.

Moved: Councillor Pierre Niclas

Seconded: Councillor Don Henderson

Carried.

ATTACHMENT 3 - HEPBURN SHIRE COUNCIL PROPOSED BUDGET 2016/17
(ISSUED UNDER SEPARATE COVER)

11.2. DRAFT RATING STRATEGY 2016

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance and Information Technology, I Trafford Thompson, have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present to Council the draft Rating Strategy before providing to the public for further comment.

BACKGROUND

Council's current Rating Strategy was adopted in 2011.

A Rating Strategy is the method used by Council to consider issues of importance regarding the rating system. The rating system determines how Council will raise income from properties within the shire. It does not influence the total amount of money to be raised, only the amount of income contributed by each property. The strategy seeks to achieve equity in how rate revenue is raised.

ISSUE/DISCUSSION

Council has undertaken a review process, including a range of community engagement, to update the Rating Strategy from 2011.

The Rating Strategy guides Council in setting rates and charges. As such the strategy includes some rates and charges, such as a municipal charge, that is permitted to be charged by the Local Government Act 1989, but is presently not charged by Council. The inclusion of various differential property types permits changes to be made by Council through the annual budget process in future years.

Proposed changes included in the strategy are:

- Introduction of two additional property types Commercial - Vacant Premises and Industrial - Vacant Premises;
- Amend the vacant differential description to include these property types;
- Amend the differential for commercial, industrial and mixed use to permit the mixed use differential less than commercial or industrial.
- Amend the definition for Recreation Rate differential to exclude venues with Gaming machines, with the building component to be separately rated as Commercial;
- Amend the Waste Management Charge to permit a reduced charge to vacant property types, to a minimum of 50% of the full Waste Management Charge;
- Introduction of a property development rebate which could be used in conjunction with an increased differential for vacant land to encourage development.

The draft Rating Strategy 2016 is included in Attachment 4.

Through the consultation , a number of ideas and suggestions were submitted. The list of ideas and suggestions that were considered as part of the Rating Strategy review are included in Attachment 5.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Sustainable Financial Management Systems and Innovative Corporate Systems

Key Strategic Activity:

19. Implement sustainable financial practices and policies that guide the future financial direction of Council and ensure long term financial stability.

Action: Review and update the Rating Strategy

FINANCIAL IMPLICATIONS

Council's Rating Strategy is premised around the concept of revenue neutrality and does not influence the total amount of money that will be raised annually. Any reduction provided to one group of ratepayers through a lower differential rate must be borne by increases to other ratepayers.

The determining of rates and charges is set by the annual budget process in accordance with the long term financial plan and in conjunction with rate capping imposed by the State Government.

RISK IMPLICATIONS

If the Rating Strategy is too prescriptive or limiting it will restrict Council's ability to vary the annual rates and charges for the life of the adopted strategy.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Initiatives were raised in the consultation process for lower rates for properties that have solar panels. Also a lower differential for organic/biodynamic farms was proposed. It is considered that these initiatives can be better addressed outside the Rating Strategy through Economic Development and Sustainability strategies. Refer to the assessment of the these ideas in Attachment 5.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council has undertaken a range of consultation methods to seek community input and suggestions during the review, including two public meetings, an online OurSay forum and hard copy submissions.

The key question posed during consultation was "How should different property types be levied?" Online , 19 ideas were received, 56 votes logged for those ideas

and 9 comments recorded. In addition, further ideas were submitted by councillors and officers for consideration.

The draft Rating Strategy 2016 will be made available to the public for further feedback prior to Council considering it at the June Council Meeting for adoption.

CONCLUSION

The Rating Strategy has been reviewed to enhance how Council equitably rates property owners and is ready for further community feedback.

OFFICER'S RECOMMENDATION

That Council:

- 11.2.1. Endorses the Draft Rating Strategy 2016 for public feedback;
- 11.2.2. Makes the document available for public inspection for 28 days at Council offices in Daylesford, Creswick and Clunes; at Libraries in Daylesford, Creswick, Clunes and Trentham and on Council's website;
- 11.2.3. Invites any person to make a written submission up until 5pm on Thursday 19 May 2016, addressed to the Chief Executive Officer.

MOTION

That Council:

- 11.2.1. *Endorses the Draft Rating Strategy 2016 for public feedback;*
- 11.2.2. *Makes the document available for public inspection for 28 days at Council offices in Daylesford, Creswick and Clunes; at Libraries in Daylesford, Creswick, Clunes and Trentham and on Council's website;*
- 11.2.3. *Invites any person to make a written submission up until 5pm on Thursday 19 May 2016, addressed to the Chief Executive Officer.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Pierre Niclas

Carried.

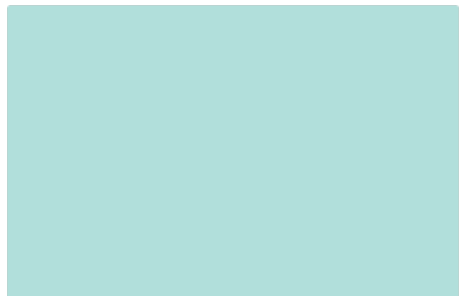
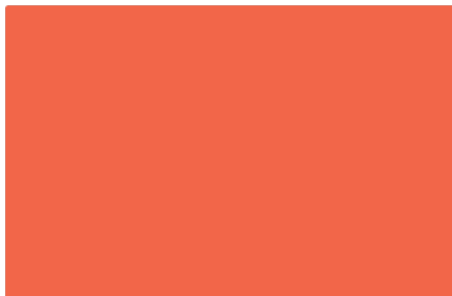
ATTACHMENT 4 - DRAFT RATING STRATEGY 2016

Hepburn

SHIRE COUNCIL

DRAFT RATING STRATEGY

2016



Why are rates needed?.....	3
What is a rating strategy and why is it important?	3
Rates and Taxation – the problems with property taxation	4
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Why are rates needed?

The amount of rates collected by Council depends on mindful and measured choices as to the quantity and quality of services that it decides to provide and how much of the cost is to be recovered from other revenue sources.

The amount collected in rates represents the difference between the total expenses required by Council to fund programs, maintain assets and to service and redeem debt, and the total revenue from all other sources. Other revenue sources include

- Grants from Federal and State Governments
- Fees, fines and charges
- Income from the sale of assets and interest earned.

What is a rating strategy and why is it important?

A rating strategy is the method by which Council systematically considers factors of importance that informs its decisions about the rating system. The rating system determines how Council will raise money from properties within the municipality. It does not influence the total amount of money to be raised, only the share of revenue contributed by each property.

The Local Government Act 1989 (the Act) requires that the rating system provides a “reasonable degree of stability in the level of the rates burden” therefore it is important that a rating strategy is set and this guides the budget, rather than changes being made on an annual basis.

The rating strategy must also link with other Council strategies and key planning documents.

A rating strategy comprises a number of components including:

- A review of rationales and objectives
- Related research;
- The development of definitions;
- Comprehensive rate modelling;
- An education program;
- The development of required documentation; and
- Opportunity for public review /consultation.

Rates and Taxation – the problems with property taxation

Other levels of Government have the power to levy taxes on income, labour, consumption, transactions and production.

The Commonwealth levies taxes on the income of individuals, businesses and non-residents, good and services (GST), fringe benefits and superannuation. The States receive the net GST revenues collected by the Commonwealth and also have access to payroll taxes, stamp duties, land taxes and taxes on gambling and vehicle use. Meanwhile, Local Government is heavily reliant on property taxation.

Local Government's reliance on rates as a single tax source means that it has a particularly narrow tax base and therefore Council tax revenues do not have the same prospects for growth. The relationship between property rates and capacity to pay is also more questionable. Taxes on personal income, consumption and production levels are much more closely aligned with capacity to pay than a tax on real property. Property taxes do not recognise the situation where ratepayers are "asset rich" and "income poor". In these cases ratepayers may have considerable wealth reflected in the property they own but have a low level of income.

It is not possible to expect a property tax system to deal practically with the issue of capacity to pay based on the circumstances of individual households and businesses. The State Government payment of a pensioner rate rebate is in effect recognition of the limitations of property tax for this particular group.

Local Government rates are also the most visible of taxes. They are to be paid annually by property owners, most often payable via four instalments. This compares with income and consumption taxes that are being continuously paid by individuals.

Hepburn Shire Council, together with other councils, will continue to lobby Federal and State Government to increase their funding support for Local Government.

The Rating System – What does the Act Allow?

Section 3C of the Act sets out the “Objectives of a Council”, which include objectives to ensure:

- That resources are used efficiently and effectively; and
- The equitable imposition of rates and charges.

In addition, under “Principles of sound financial management” in section 136, a Council must “pursue spending and rating policies that are consistent with a reasonable degree of stability in the level of the rates burden.”

The Act gives Councils a number of choices in how rates can be spread across the community. Section 155 of the Act details what rates and charges a Council may declare:

- A flat Municipal charge, levied on all properties (with some minor exceptions). This charge can be levied “to cover some of the administrative costs of the Council”, and the total revenues raised from the municipal charge cannot be more than 20% of the total raised from the combination of municipal charge and general rates (s159 of the Act).
- Service rates or charges, of which the most common are garbage and recycling charges, typically levied per garbage bin and/or per recycling bin (s162).
- General (or ‘Ad Valorem’) rates, struck at cents in the \$ of each property’s valuation, with two main facets:
 - Councils can use one of three valuation systems under section 157: capital improved value (CIV), net annual value (NAV), or site value, with differing impacts on the incidence of rates (although the vast majority of Councils now use CIV); and
 - Differential rates, with different rates in the \$ struck for separate property classes. Councils using CIV can strike a wide range of differential rates however the maximum differential rate can be no more than four times the level of the lowest differential rate (s161(5)).
- Rebates or concessions (s169), primarily “to assist the proper development of the municipal district” or to assist the preservation and/or restoration of places “of historical or environmental interest”.
- Discounts, rebates and waivers, which allow a Council to vary the rates payable on a property because of the situation of the property owner. This can be either; for people in a designated group (such as the pensioner rate discount, or a group waiver under section 171a), or for individual cases of hardship (sections 142, 170 and 171 allow Councils to waiver or defer all or part of rates).

Rating Principles “equity versus fairness”

The legislation specifies a number of major objectives for the rating system:

- “the equitable imposition of rates and charges”
- “a reasonable degree of stability in the level of the rates burden”
- “Contribute to the equitable and efficient carrying out of its functions”
- “Consistent with principles of financial management”

Council’s goal is to strike a mix of rates and charges that will distribute the cost of providing Council services and facilities as fairly as possible across all ratepayer groups.

Equity is a difficult concept across a Shire. What is fair for one ratepayer may well be totally unfair for another. There are two main equity concepts used to guide the development of rating strategies, they are horizontal equity – ratepayers in similar situations should pay similar amounts and vertical equity – those who are better off should pay more than those worse off (similar to the concepts used in income tax).

Rates are essentially a wealth tax, determined on the value of property. However, other underlying principles can be debated:

- The benefit or user pays principle – some groups have more access to, make more use of, and benefit from more, specific Council services;
- The capacity to pay principle – some ratepayers have more ability to pay rates than do others with similarly valued properties;
- The incentive or encouragement principle – some ratepayers may be doing more towards achieving community and Council goals than others in areas such as environmental or heritage protection.

Hepburn Shire Council's Rating Strategy

Council's Rating Strategy is comprised of six elements which combine to assist Council in achieving the objective of ensuring the equitable imposition of rates and charges. These six elements are *property types, differential rates, special rates and charges, municipal charge, rebates and incentives* and *service charges*. These are discussed in the following section.

1 Property Types

Hepburn Shire currently has 11 property types and varying differentials, the different property types are defined below.

- GENERAL: Residential: rateable land which is used solely for residential purposes.
- COMMERCIAL: rateable land which is used solely for commercial purposes.
- INDUSTRIAL: rateable land which is used solely for industrial purposes.
- FARMLAND: rateable land identified and defined as farmland and which is used solely for the purpose of farming as defined in section 2(1) of the Valuation of Land Act 1960 and is deemed to be a property for primary production purposes as accepted by the Australian Taxation Office.

Per the Valuation of Land Act "Farmland" means any rateable land –

- That is not less than 2 hectares in area; and
- That is used primarily for grazing (including agistment), dairying, pig-farming, poultry farming, fish-farming, tree-farming, bee-keeping, viticulture, horticulture, fruit-growing or the growing of crops of any kind or for any combination of those activities; and
- That is used by a business –
- That has significant and substantial commercial purpose or character; and
- That seeks to make a profit on a continuous or repetitive basis from its activities on the land; and
- That is making a profit from its activities on the land, or that has a reasonable prospect of making a profit from its activities on the land if it continues to operate in the way that it is operating.
- RECREATIONAL: rateable land upon which sporting, recreational or cultural activities are conducted, including buildings which may be ancillary to such

activities. Profits from recreational land must be applied in promoting its objectives. The definition of "recreational lands" is per section 2 of the Cultural and Recreational lands Act 1964. The recreational differential will not apply to any component of the property that is used for gaming. This component will be rated as commercial.

- MIXED USE: rateable land which is not used solely for residential or commercial or farmland or industrial or recreational but is a combination of residential and at least on other category.
- TRUST FOR NATURE: rateable land which has a Trust for Nature Covenant applying to the land.
- VACANT LAND – TOWNSHIP: rateable land which does not form part of a commercial or industrial or farming enterprise or recreational purpose or upon which a residence is erected. This land must fall within township boundaries.
- VACANT LAND – OTHER: rateable land which does not form part of a commercial or industrial or farming enterprise or recreational purpose or upon which a residence is erected. This applies to all vacant land that does not meet the definition of "township" above.
- VACANT PREMISES – COMMERCIAL: vacant rateable premises which are used solely for commercial purposes.
- VACANT PREMISES – INDUSTRIAL: vacant rateable premises which are used solely for industrial purposes.

2 Differential Rates

a) General Rate

General land is the balance of land defined by exception to the general rate. The actual rating burden applying to general properties is an outcome determined by decisions to apply either higher or lower rates in the dollar of property value to other classes of property.

The equity of the general rate is therefore a by-product of the equity inherent in the setting of those other rates. In the setting of differential rates Council consciously considered their relativity to the general rate.

A higher differential for these property types has historically been based on the higher perceived benefits of Council activities and services, particularly in the area of Tourism and Economic Development.

Further, based on the wealth principle, it is assumed that those businesses that are higher valued (generally due to position), earn a greater amount and therefore have a higher capacity to pay. Further, a higher differential ensures that reasonable rate relativity is maintained between commercial and other classes of land.

Council considers that a higher differential compared to the general rate will ensure that Council's commitment to Economic Development and Tourism is financially supported by those who receive direct benefits. The differential will be set as part of the annual budget process.

In considering the application of a differential rate, Council believes that, where it is considered that extraordinary demands on services are made by this business sector, or the special requirements of these types of businesses are being fulfilled by council expenditures, these are better addressed by the use of special rates and charges. This is discussed in section 3 of this strategy.

b) Farm Land Rate

A discounted differential of less than 100% will be available for eligible rural properties.

For a definition of which properties are eligible for this discounted differential, refer to page 7.

Evidence shows that the returns able to be realised by farming from the assets employed (including land) are lower than for other forms of land, so that its capacity to pay rates is lower. Further, Council considers that rate relief should continue to be provided to the farming/agriculture sector because of its importance both to the local economy and as a characteristic of the local environment. Further consideration is given to the fact that agricultural producers are unable to pass on increases in costs like other businesses.

Therefore Council believes a lower differential compared to the general rate will ensure that highly productive farming land is not rated at levels that force farmers to seek to subdivide and sell off parcels to remain viable.

This differential will be set as part of the annual budget process.

For a definition of what properties meet the definition of Farm Land, refer to page 7.

c) Business Commercial, Industrial and Mixed Use Land Rates

A higher differential of greater than 100% will be set for commercial, industrial and mixed use property types.

Mixed use property types may have a lower differential to commercial and industrial as mixed use involves more than one property use which is usually residential and one other.

For a definition of which properties meet the definition of commercial, industrial and mixed use refer to page 7.

d) Vacant Land or Premises

Vacant Land Rate Land – Township

A higher differential of greater than 100% will be set for vacant land that is within township boundaries.

Council considers that a specific differential is necessary to encourage the development of vacant land.

The differential will be set as part of the annual budget process.

This differential rate may be used in conjunction with a rebate to encourage property development; this is discussed in section 5 of this strategy. For a definition of which properties meet the definition of Vacant Land – Township, refer to page 8.

Vacant Land - other

A separate differential will be set for vacant land that is not within township boundaries. This differential will be 100,% the same as the general rate.

Council has identified that vacant land outside townships may not be appropriate for development and therefore should not attract the same differential as Vacant Land – township.

Vacant Premises Commercial

A higher differential of greater than 100% may be set for vacant premises that are within township boundaries.

Council considers that a specific differential is necessary to encourage the occupancy of vacant premises.

The differential will be set as part of the annual budget process.

Vacant Premises Industrial

A higher differential of greater than 100% may be set for vacant industrial premises that are within township boundaries.

Council considers that a specific differential is necessary to encourage the occupancy of vacant premises

The differential will be set as part of the annual budget process.

e) Recreation land rate

A discounted differential of less than 100% will be available for eligible recreational lands.

For a definition of which properties are eligible for this discounted differential, refer to page 7.

Recreational land that exists for the purpose of providing outdoor, sporting, recreational or cultural purposes are important aspects of Hepburn Shire Council.

Therefore Council believes a lower differential compared to the general rate will ensure that this land is retained for this purpose and the open space is preserved.

This differential will be set as part of the annual budget process.

f) Trust for Nature Land Rate

A discounted differential of less than 100% will be available for land which has a Trust for Nature Covenant over it.

A Trust for Nature Covenant enables the permanent protecting of significant areas of natural bush land.

To encourage landowners to voluntarily place conservation covenants on their land, Council will offer a lower differential compared to the general rate.

3 Special Rates and Charges

Special rates and charges are specifically designed to address the benefit principle. They are targeted rating instruments in the sense that they focus on ratepayers that receive an exclusive or additional benefit to other ratepayers from particular Council expenditures.

a) Waste Management Charge

A flat charge will be levied to offset the costs associated with waste management, with the exception of residential and commercial waste collection, within the Shire.

Council considers that it is equitable that all properties make a standard contribution reflecting the costs of the transfer stations and any other costs associated with keeping the Shire clean and tidy. This includes street cleaning and street litter bin collection and the provision of tip vouchers where a garbage collection service is not taken up and/or unavailable.

A flat charge will ensure all improved properties, regardless of their size or valuation, contribute the same dollar amount. Vacant properties will contribute a minimum of 50% of this flat charge towards the provision of waste management services within the Shire, with the exception of specific collection charges.

In line with Council being transparent, a special charge clearly shows ratepayers the total costs associated with waste management.

The charge will be set as part of the annual budget process.

b) New Project(s) Charge

Special rates and /or charges will be used by Council where appropriate.

A specific charge will ensure revenue is received from only those properties that benefit from a specific project; this may be the entire rate base, a specific property type or a specific geographical area of the Shire.

As with the Waste Management Charge, a special charge also provides transparency for ratepayers on the costs of the particular project.

An example of such a charge is an environmental charge which would be charged to those properties that benefit from the project(s). Another example is marketing of a specific town within the Shire, the primary benefit from the collection of a special rate or charge from traders within that town is to the income of those traders.

The consideration of a special charge scheme needs to be considered in the pricing policies for services and whether revenue collection issues would be better addressed by general rates or user charges.

Under sections 142 and 171 of the Act, Council has the option to waive part or all of rates owing on a property for a designated group or for individual cases of hardship. Council considers that such a waiver would be provided to support the Economic Development of the Shire. The use of any discounts and waivers would need to be considered in conjunction with differential rates for vacant land – township and differential rates for commercial, industrial and mixed use business as discussed in section 1 of this strategy.

4 Municipal Charge

The Municipal charge is a legislated option that may applied as a base charge reflecting a proportion of base / administrative costs associated with Council.

Council is able to levy a municipal charge on each rateable property within the municipality with the exception of farms where a single municipal charge is payable on multiple assessments operated as part of a single farm enterprise.

Council may decide that all properties make a standard contribution to some administrative costs and that the municipal charge is a useful means of achieving this contribution. A flat charge will ensure all properties, regardless of their size or valuation, contribute the same dollar amount towards the operation of the Council.

The charge, if applied, will be set as part of the annual budget process.

5 Rebates and Incentives

The legislation intended that differential rates be used to achieve an outcome for a *class* of properties. Rebates and concessions should be used with respect to *individual* properties within a property class.

a) Pensioner Rate Concession

An additional rebate for pensioners will be made available.

Pensioners within the Hepburn Shire don't just exist within the general rate class or in smaller, lower valued properties. Australian Bureau of Statistics Socio-Economic Indexes for Areas (SEIFA scores) imply that there are a number of areas within the Hepburn Shire that rank in the 10%-20% of most disadvantaged areas across Australia.

Therefore, Council believes that an additional concession will support pensioners who may have high value properties, but reduced capacity to pay.

Those who qualify under the State Government's Pensioner Rate scheme will be eligible. The value of the rebate will be set as part of the annual budget process.

b) Economic Development

Discounts or waivers, which vary the rates payable on a property, may be made available.

Economic Development, in particular investment in local businesses and employment opportunities are a key focus of the Hepburn Shire.

The Hepburn Shire Economic Development Strategy suggests that Council should investigate incentives to encourage property owners to improve and invest in commercially zoned streets.

c) Environmental

A rebate may be made available to encourage sustainable land management.

Environmental sustainability is another key focus of the Hepburn Shire. Council believes there is a need to develop a program to encourage sustainable land management practices and the implementation of these principles on properties.

This rebate would both financially reward landowners for work in this area and also aid in preserving the Shire's natural environment.

The value of the rebate will be set as part of the annual budget process and will be subject to meeting specific criteria.

d) Property Development

A rebate may be made available to encourage development on Vacant Land – Township properties.

When development occurs on Vacant Land – Township, a two year rebate reducing the differential to 100% will be applied when a Certificate of Occupancy is issued on the development. (This rebate will only be backdated to the date of purchase if less than two years of ownership).

The decision to make this rebate available will occur as part of the annual budget process. If applied, the estimate value of the rebate will be included in the relevant budget.

6 Service Charges

Separate service charges will be used by Council where appropriate.

A unit charge is normally levied on each property that receives or can access the service. The recipient of the benefit of this service can clearly be identified as the property to which it is provided.

This is considered preferable to levying a service rate based on property value where there would be no correlation between consumption of services and the level of rates paid.

A specific charge also provides transparency for ratepayers on the costs of the particular service.

Examples of service charges include the roadside garbage collection charge and the roadside recycling collection charge.

The value of any service charge and the properties that it applies to will be set as part of the annual budget process.

ATTACHMENT 5 - ASSESSMENT OF IDEAS TO REVIEW THE RATING
STRATEGY

IDEA	COUNCIL ANALYSIS	ACTION
<p>Different rate to be applied for mixed use versus commercial use.</p>	<p>As mixed use is a combination of residential and one other category (usually commercial), paying the full commercial differential does not reflect the residential component of such properties.</p>	<p>Amend the differential for Commercial, Industrial and Mixed Use to permit the Mixed Use differential to be lower than Commercial or Industrial.</p>
<p>Gaming component of properties to be taken out of recreational rates and rated as commercial</p>	<p>In 2012/13, the City of Brimbank levied gaming properties a differential of 200% (twice the rate of Commercial Properties). New rate guidelines were introduced in 2013 by the State Government which stated "the use of differential rates by council to pursue controversial social policy agendas is inappropriate". Brimbank has not had a differential for Gaming following 2012/13. A gaming differential was considered for Hepburn but in light of this State Government decision it is not proposed.</p> <p>However, we propose to exclude them from the definition of 'Recreational Properties' so as to not provide a rate discount to properties that provide gaming machines. Where part of the property is outdoor space, properties will be split to rate as both commercial (the building) and recreational (outdoor space).</p>	<p>Update definition for Recreational Rate to exclude venues with gaming machines.</p> <p>Gaming component to be rated as commercial.</p>
<p>Telecommunication towers levied commercial rate rather than same rate as host land (e.g. residential or farm)</p>	<p>Due to the use being commercial, it is equitable that a commercial rate be applied to that portion of property where the tower is situated.</p> <p>Rates for sites with telecommunication towers will be levied against the operator when requested by the owner and agreed by the operator (i.e. consistent with their lease terms).</p> <p>A review of telecommunication towers within the shire has commenced and a revaluation would then be conducted on these properties to enable this to occur.</p>	<p>Already accommodated in Rating Strategy.</p>

IDEA	COUNCIL ANALYSIS	ACTION
<p>Rates for Vacant Land in townships should be levied at 200% to encourage development of unoccupied land</p>	<p>Impact: A 200% differential (compared to 125%) would result in:</p> <ul style="list-style-type: none"> • \$600 (57%) increase for a \$200,000 vacant township property • \$35 (2%) decrease for a \$400,000 general residential property. <p>Option 1: As an incentive and to not penalise new owners who buy to build, property owners could be offered a rebate of up to two years for the additional rates paid (above the general rate) following the issue of a certificate of occupancy. This would result in Council have an additional expense and effectively losing some of its rate income each year. This is estimated to be \$20,000-\$40,000 per year. Under the rate cap, this amount may not be recoverable through rates.</p> <p>Relationship to other ideas: An increase on this differential could be combined with a reduced 'waste management charge' for vacant land (see next idea) so that the impact is lessened.</p> <p>Different Views: Council received feedback that the vacant land rate is too high and does not encourage development, as well as the suggestion that it should be higher.</p>	<p>A higher differential is already accommodated in current Rating Strategy</p> <p>A Property Development Rebate has been introduced to permit the offset of a higher differential if levied.</p>

IDEA	COUNCIL ANALYSIS	ACTION
<p>Half waste management charge for vacant land</p>	<p>The waste management charge covers the cost of disposing waste deposited with tip vouchers, street cleaning, public litter bins, base costs for the transfer station, managing recyclables at transfer stations, and replacement of recycling bins.</p> <p>It is true that not all vacant property owners use these services and therefore there is merit in them having a reduced waste management charge.</p> <p>It is also true that residents that receive kerbside garbage and recycling collection services don't use all these services and therefore could argue for a reduced rate.</p> <p>The case is stronger for vacant land than for residents with kerbside services.</p> <p>A reduction of this charge for vacant land will need to be offset by an increase to the overall waste management charge, or balanced through a draw on the waste management reserve.</p>	<p>An amendment to the Waste Management Charge in the Rating Strategy has been made to permit a reduced waste management charge for vacant properties with a minimum limit of 50% of the general waste management charge.</p>
<p>Higher rates for vacant commercial and industrial buildings to encourage occupancy</p>	<p>An additional differential category of Commercial/Industrial - Vacant could be introduced with a higher general rate up to 200%. Properties could be considered "vacant" under this category after a period of say 90 days unoccupied. Administration of this category would be reactive to notices of tenancy changes for rating purposes and officer observation for non-tenanted properties. The temporary nature of vacancies could make this administratively difficult.</p>	<p>Two additional property types, Commercial - Vacant Premises and Industrial Vacant Premises have been added to enable a separate differentials to be levied against these property types if desired.</p>
<p>Lower rates for recreational properties that encourage community health and wellbeing, such as golf and bowls clubs</p>	<p>Recreation properties already receive a 50% differential. The minimum differential that could be applied would be 32%.</p>	<p>The Act requires that the maximum of any rating differential be not more than 4 four times the lowest differential.</p> <p>Council officers will review recreational properties and set as non-rateable when permitted to do so by the Act.</p>

IDEA	COUNCIL ANALYSIS	ACTION
<p>A discount to all rate holders when rates are paid in full by the first instalment date</p>	<p>A discount of 1% could be offset by interest earned by Council and savings on subsequent mail outs. Uptake would not be expected to be high at 1% discount.</p> <p>A larger discount would impact low-income earners. If a 5% discount was offered and 20% of rate-payers took it up, a residential rate-payer not getting the discount with a \$400,000 property would pay \$14 (0.8%) more.</p>	<p>No change to the Rating Strategy required</p>
<p>Make rate payments the same for each resident</p>	<p>This is inconsistent with the use of differential rates to achieve equity. The LG Act only allows charging properties based on property value rather than individual residents.</p> <p>A municipal charge can be used to charge some costs equally to all rate payers, but Council has not had a municipal charge for four years.</p>	<p>Not permitted by the Act</p>
<p>Tax tourists via a bed tax and give relief to those who need it. Setting up a voluntary tourism levy, which some countries charge at 1%, that could go into a joint community fund which could be co-administered by the Council and a community committee.</p>	<p>Other than a specific differential for accommodation providers, there is no mechanism for such a charge as part of rates. A tourism levy could be considered separate to rates.</p> <p>Some community members expressed opposition to this.</p> <p>Accommodation providers, including B&Bs, are already charged at Mixed Use/Commercial Rate which has a differential greater than the Residential rate, currently 116%. This reflects the costs of tourism services benefiting these rate payers. This is considered an adequate response to the service costs resulting from properties providing accommodation.</p>	<p>No change to the Rating Strategy required. Alternate options would need to be investigated to pursue this course of revenue.</p>

IDEA	COUNCIL ANALYSIS	ACTION
<p>Lower rates for properties that have solar panels.</p>	<p>There are separate government incentives and programs including the Renewal Energy Target and feed in tariffs that support renewal energy. Council applying an additional rebate or differential would potentially be overlapping with other government policy.</p> <p>As an alternative, Darebin City Council offers up to 300 interest free loans a year for pensioners or low income earners for the installation of up to 2kW of solar panels. The cost of this is added as a special charge on the property. Residents with solar panels receive financial benefits from reduce electricity bills, rather than a reduction in rates.</p>	<p>No change to the Rating Strategy required.</p> <p>A scheme similar to Darebin's can be investigated separately and potentially introduced without changing the Rating Strategy.</p>
<p>Higher rates for non-residents.</p>	<p>Non-residents do one of three things with their properties.</p> <p>1 - Rent out their properties to long-term/permanent tenants (>60 days)</p> <p>This is essential for effective functioning of our communities and no penalty should be imposed on owners in the form of higher-rates.</p> <p>2 - Rent out for short term accommodation</p> <p>Mixed use / commercial rates are levied for residential properties that lease out part /all of the property for short term accommodation. They are therefore charged higher rates.</p> <p>3 - Use for their own personal use/leave vacant</p> <p>This can be difficult to distinguish from #1 above. Due to the temporary nature of properties being vacant (e.g. less than a year at a time), the ability to identify non-resident ratepayers that are not renting out their property to a long term tenant would be complex and unreliable. Therefore it would be difficult to set a differential on these properties.</p> <p>In addition, some of these property owners do argue that they use fewer services and have less impact (e.g. road wear and tear) and therefore should pay less rates.</p> <p>On balance, no differential is suggested for this situation.</p>	<p>No changes proposed</p>

IDEA	COUNCIL ANALYSIS	ACTION
Discounted rates for those residents who don't receive a rubbish collection.	As these are service charges, only those who receive the kerbside garbage and recycling services are charged for them. The charge is set to recover the costs of providing the service, and there is no flow on costs in the rates. A further discount or differential would be inequitable.	No change proposed
Registered charities and not for profit organisations be given a rate discount.	Under the LG Act (Sec 154), properties used solely for charitable purposes are non-rateable and therefore get a 100% discount. Not for profit organisations are rateable under the LG Act. A differential would have an administrative burden to calculate, but would be possible.	No change required
Who is buying our underground water? How much is it being sold for and who is obtaining the funds? We should own our own water. What money is coming back into the community from that?	Water rights are the responsibility of the water catchment authorities, not Council. The Rating Strategy is not an appropriate mechanism to manage concerns. Goulburn Murray Water is the catchment authority for underground water in Hepburn Shire.	No change required
Will rate capping mean that any variation in rates will be spread across the 9 rate categories or will that change them? Will they stay constant?	Rate capping is enforced on the total amount of revenue raised by rates. This can be applied differently across any differential category. The differential rates are determined annually during the budget process. As this year is a revaluation year, the percentage change to any individual property assessment could be greater or less than 2.5%.	No change required
Rate businesses according to their "dollar turnover".	The LG Act requires all councils to rate on property value (with a choice of site value, capital improved value or net annual value). High dollar turnover for business means higher rental for businesses. Our Contract Valuer takes these rental amounts into account when valuing commercial properties as it does influence value. Therefore, Council does within the Act consider rental income in setting values.	No change required

IDEA	COUNCIL ANALYSIS	ACTION
A 50% rate differential for Certified organic/biodynamic farms.	Organic/biodynamic farms receive the discounted farm rate of 65%. Council would be better placed to use other mechanisms considered under the Economic Development Strategy to support this farming.	No change proposed
Absent farmers of prime agricultural land should be rated 200% unless the land is leased and farmed.	If land is not being used for Primary Production this land is charged at the Vacant Land Rate (100%) rather than the farm rate (65%).	No change required
Land owners who lease land to farmers should be rated at a farm rate	Rates are based on property use. If land is being used for Primary Production this land is rated as Farm Rate (65%) to the occupier.	No change required

11.3. APPLICATION OF LAND SUBJECT TO INUNDATION OVERLAY ON LAND IN CLUNES AND CRESWICK

CHIEF EXECUTIVE OFFICER

In providing this advice to Council as the Strategic Planner, I Joan Copland have no interests to disclose in this report.

PURPOSE

The purpose of this report is to seek Council approval to seek authorisation from the Minister for Planning to prepare and exhibit Amendment C64: an amendment requested by the North Central Catchment Management Authority (NCCMA) to apply the Land Subject to Inundation Overlay (LSIO) to flood prone land in Creswick and Clunes.

BACKGROUND

The Creswick and Clunes community experienced three separate flooding events during late 2010 and early 2011 causing significant property damage and hardship for residents. The State government funded the NCCMA to undertake studies to reduce the risk of flooding in the future.

The Creswick Flood Mitigation and Urban Drainage Plan, February 2012 and the Clunes Flood Mitigation and Urban Drainage Plan, June 2013 were prepared with community input. A range of mitigation works (both structural and non structural) were recommended, including the preparation of a planning scheme amendment to incorporate flood related provisions to reflect the flood risk identified by this study.

ISSUE/DISCUSSION

The application of the LSIO implements the recent flood studies and replaces the superseded and incomplete information currently reflected in the Hepburn Planning Scheme.

The boundaries of the overlay have been determined by NCCMA. The provisions of the LSIO and the Schedule to the LSIO ensure appropriate technical and strategic input is applied when considering applications within the overlay area. This should assist in reducing the incidence of flood damage to new buildings and will decrease adverse effects upon other properties by decreasing flood level or flow velocity.

The Schedule includes exemptions from the requirement to obtain a planning permit for low-risk uses and developments. This will avoid the need for unnecessary planning permit applications on land within this overlay.

The proposed amendment revises the boundaries of the existing LSIO by:

- applying the overlay to 78 properties and deleting it from 17 properties in Clunes, and

- applying the overlay to 163 properties in Creswick.

Flooding is a natural hazard but, unlike other natural events, floods can be predicted in respect to their location, depth and extent. This enables appropriate measures to be implemented to reduce flood damage.

Section 6(e) of the *Planning and Environment Act 1987* (the Act) enables planning schemes to 'regulate or prohibit any use or development in hazardous areas, or areas likely to become hazardous'. Now that NCCMA has completed the technical work and determined the appropriate flood overlay boundaries, it is appropriate that Council implement this work through a planning scheme amendment.

The Victorian Planning Provisions have a range of tools to choose from to identify flood affected land in the planning scheme, namely the Urban Floodway Zone (UFZ), Floodway Overlay (FO), Land Subject to Inundation Overlay (LSIO), and Special Building Overlay (SBO). The zone and overlays have been developed based on the type of flooding and the potential level of risk to life and property. The level of planning control in each provision reflects the potential flood risk. The NCCMA has determined that the LSIO is the appropriate level of control to apply in Clunes and Creswick. This overlay has less stringent planning controls than the UFZ and FO.

The flood study undertaken by NCCMA results in the introduction of the LSIO to a total of 241 properties; and the removal of the LSIO from 17 properties. The LSIO already exists on some properties within the township of Clunes (the LSIO will be deleted from some of these sites), however there are no properties currently affected by the overlay in Creswick.

The application of the LSIO is likely to be of concern to some property owners as it will introduce an additional level of control on their land. However, the NCCMA work provides the strategic support for the amendment and Council, as the Responsible Authority, should undertake the amendment to introduce the recommended controls to minimise adverse impacts upon development in any future flood event.

The exemption for minor works provided in the Schedule to the LSIO ensures that the amendment will not be unnecessarily onerous in respect to permit requirements.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Amendment C64 is consistent with the Ministerial Direction on the form and content of Planning Schemes under Section 7 of the *Planning and Environment Act 1987*.

The exhibition of the amendment must be carried out in accordance with Section 19 of the *Planning and Environment Act 1987*.

FINANCIAL IMPLICATIONS

Any planning scheme amendment that is exhibited by Council may be subject to a Planning Panel hearing and may incur costs.

RISK IMPLICATIONS

NCCMA has approached Council to undertake an amendment to apply the LSIO to flood prone area's in Creswick and Clunes. If Council seeks to abandon the request for an amendment, it risks facing future lawsuits from landowners who's property may be affected by floods as identified by the NCCMA.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The amendment will ensure new development does not adversely impact upon the Creswick Creek environment by ensuring appropriate land is maintained for flood storage and the passage of flood flows. This will assist in maintaining or improving river and wetland health, waterway protection and floodplain health.

The amendment will contribute towards community well-being. Flooding can severely disrupt communities and cause personal hardship. Adverse impacts for new development will be minimised during flood events through appropriate consideration of potential flood impacts.

The amendment will ensure that flooding issues are accurately identified at an early stage in any new development through the planning process. This is expected to have positive economic effects for landowners, Hepburn Shire and the community as a whole by minimising damage to public and private property in the event of flooding through the prevention of inappropriate development. The identification of low-risk development included in the Schedule to the LSIO will also assist in the streamlining of applications for planning permit referrals to reduce costs to applicants, landowners, CMAs and Council.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The *Planning and Environment Act 1987* requires that an amendment be exhibited for a minimum period of one month. In this instance, it is recommended that the amendment be exhibited for a period of two months. This will provide ample time for community consultation, including opportunities for meetings with affected property owners if required, and for information sessions to be conducted with the assistance of NCCMA.

NCCMA will provide the technical expertise to support the amendment and a Fact Sheet will be prepared to form part of the exhibition documentation to assist affected landowners to understand the implications of the amendment.

Council must consider all submissions, and any submissions that cannot be resolved must be referred to an independent Planning Panel.

CONCLUSION

The application of the Land Subject to Inundation Overlay is based on technical work undertaken by the NCCMA. Any submissions received will be reviewed by NCCMA who have the appropriate expertise in this area.

The amendment has appropriate strategic support through the state and local planning policies in the Hepburn Planning Scheme.

OFFICER'S RECOMMENDATION

That Council:

- 11.3.1. Resolves to seek authorisation from the Minister for Planning to prepare Amendment C64 to the Hepburn Planning Scheme to apply the Land Subject to Inundation Overlay to flood prone properties in Clunes and Creswick

- 11.3.2. Subject to Ministerial approval, resolves to place the amendment on exhibition for a period of two months.

MOTION

That Council:

- 11.3.1. *Resolves to seek authorisation from the Minister for Planning to prepare Amendment C64 to the Hepburn Planning Scheme to apply the Land Subject to Inundation Overlay to flood prone properties in Clunes and Creswick*

- 11.3.2. *Subject to Ministerial approval, resolves to place the amendment on exhibition for a period of two months.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Greg May

Carried.

ATTACHMENT 6 - FLOOD MAPS FOR AMENDMENT C64

CLUNES



CRESWICK



11.4. **DOUG LINDSAY SPORTS AND COMMUNITY FACILITY - USER GROUP LICENCES
GENERAL MANAGER COMMUNITY SERVICES**

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

PURPOSE

The purpose of this report is to recommend that Council approve draft licences between Doug Lindsay Reserve Sports and Community Management Association Inc and the main user groups of the facility - Creswick Football Netball Club, Creswick Soccer Club and Creswick Bowling Club.

BACKGROUND

In October 2014 Council approved a 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 the Doug Lindsay Recreation Reserve, Creswick. Licence agreements with the Doug Lindsay Reserve Sports and Community Management Association Inc. and regular user groups were to be developed. The licence agreements were to designate each user groups allocated times for utilising the reserve, and the fees that they are required to pay towards operating costs.

ISSUE/DISCUSSION

The Doug Lindsay Reserve Sports and Community Management Association Inc. has prepared licence agreements which set out licence fees, time and days for use of the facility and any other obligations (Attachments 8,9 & 10). Under the terms of the lease with the Doug Lindsay Reserve Sports and Community Management Association Inc Council is required to approve the licence agreements.

The Licence Schedule sets out the following use and fees for:

Creswick Bowling Club

2015 - 16 Annual Licence fee of \$10,000 consisting of a cash payment of \$5,000 and labour and works to the value of \$5,000 set out in Appendix B. This includes regular cleaning, installation of an audible alarm system, stove and fridge.

Use of the Bowling greens and Bowling 'Clubhouse' facilities for and during competition matches in the Ballarat District Bowls Division & Ballarat Indoor Bias Bowls Association, between 9am and 11pm on days of fixture social matches and during formal/designated practice sessions provided prior bookings have not been made. The licence also allows for Use of the Bowling Club and greens at all other times provided that prior bookings have not already been made.

Creswick Football Netball Club

2015 - 16 Annual Licence fee of \$10,000 consisting of a cash payment of \$5,000 and labour and works to the value of \$5,000 set out in Appendix B. This includes regular cleaning, labour for painting of the main function room, passage and foyer and labour for operating the bar when the facility is hired externally.

Use of the oval and change rooms for training on Tuesday and Thursday nights from 1 March - 30 September and on Monday and Wednesday nights from 1 October - 28 February. Use of the Main Function Room and Bar Facilities on Thursday evenings between 6pm and 11pm from 1 March - 30 September.

Use of the oval and change rooms, main function room and bar facilities from 1 March - 30 September between 8am and 12 midnight on days of home matches in the Central Highlands Football and Netball League draw and on days of designated practice matches.

Use of the netball courts and change facilities for training on Tuesday and Thursday nights from 1 March - 30 September, between 8.00am to 6.00pm for scheduled practice and home matches in the Central Highlands Football and Netball League draw and on Monday and Wednesday nights from 1 October - 28 February.

Creswick Soccer Club

2015 - 16 Annual Licence fee of \$2,000 consisting of a cash payment of \$1,000 and labour and works to the value of \$1,000 set out in Appendix B. This includes regular cleaning, labour for cleaning main function room windows and steam cleaning carpet in the main function room.

Use of the soccer pitches and adjacent change facilities between 8am and 8pm on Sundays during the Ballarat and District Soccer season, on Wednesdays between 3pm and 8pm and for 2 weeks either side of the soccer season. Use of the main function room and bar facilities between 8am and 8pm on Sundays, on Wednesdays between 3pm and 8pm during the Ballarat and District Soccer season and for 2 weeks either side of the soccer season.

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.

FINANCIAL IMPLICATIONS

A Business Plan for the Doug Lindsay Reserve Sports and Community facility was developed by Council officers and the previous Reference Group. The income and

expenditure assumptions in the Plan were used to determine Council's subsidy in the first five years. A copy of the projected income and expenditure assumptions contained in the Business Plan is attached. (Attachment 7). The Association has advised that all clubs are aware that hire fees may rise but that current fees along with sponsorship and external hire fees are sufficient to cover costs. The in-kind contributions provided by user groups also reduce expenditure by the Association for cleaning, maintenance and staff.

Actual income and expenditure year to date is as compared with Business Plan is:

2015-16	Projected	Actual (YTD)
Income	\$41,099	\$35,140 ¹
Expenditure	\$38, 810	\$11,497 ²

RISK IMPLICATIONS

Licences between Doug Lindsay Reserve Sports and Community Management Association Inc and key user groups provide certainty about use of the facility and charges to both parties.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Nil Identified with this report.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Key user groups of the Doug Lindsay Community and Sports Facility have been involved in discussions about fees and usage detailed in the licences.

CONCLUSION

Approval of the licences is another step in implementation of the management arrangements approved by Council in November 2013 and provides certainty to user groups and the Doug Lindsay Reserve Sports and Community Management Association Inc.

¹ Projected end June \$40,140

² Projected end June \$15, 329

OFFICER'S RECOMMENDATION

11.4.1. That Council approve the licence agreements between the Doug Lindsay Reserve Sports and Community Management Association Inc and Creswick Bowling Club, Creswick Football Netball Club and Creswick Soccer Club

MOTION

11.4.1. *That Council approve the licence agreements between the Doug Lindsay Reserve Sports and Community Management Association Inc and Creswick Bowling Club, Creswick Football Netball Club and Creswick Soccer Club.*

Moved: Councillor Don Henderson

Seconded: Councillor Greg May

Carried.

**ATTACHMENT 7 - DOUG LINDSAY RESERVE SPORTS AND COMMUNITY
FACILITY BUSINESS PLAN - ASSUMPTIONS**

Doug Lindsay Reserve Sports and Community Facility Business Plan

Indicative Budget

Five Year Budget	2014/15	2015/16	2016/17	2017/18	2018/19
INCOME:					
Casual Hires	\$ 5,056	\$ 5,871	\$ 6,479	\$ 7,755	\$ 8,508
Regular Hires	\$ 983	\$ 1,376	\$ 1,977	\$ 1,908	\$ 2,363
Sponsorship	\$ 5,000	\$ 5,500	\$ 6,000	\$ 6,500	\$ 7,000
Football Club	\$ 8,569	\$ 10,283	\$ 10,927	\$ 12,487	\$ 14,048
Soccer Club	\$ 2,856	\$ 3,428	\$ 4,553	\$ 5,203	\$ 5,854
Council - Subsidy	\$ 18,301	\$ 14,641	\$ 10,981	\$ 7,320	\$ 3,660

Five Year Budget	2014/15	2015/16	2016/17	2017/18	2018/19
Licences & permits	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110
Advertising & Promotion	\$ 1,000	\$ 1,200	\$ 1,400	\$ 1,600	\$ 2,000
CFA extinguisher services	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Directors Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 4,000	\$ 4,200	\$ 4,000	\$ 4,000	\$ 4,000
Wages & Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
Phone & Postage	\$ 800	\$ 828	\$ 400	\$ 400	\$ 400
Electricity	\$ 9,222	\$ 9,683	\$ 9,222	\$ 9,222	\$ 9,222
Rates	\$ -	\$ -	\$ -	\$ -	\$ -
Water	\$ 3,000	\$ 3,150	\$ 3,000	\$ 3,000	\$ 3,000
Cleaning	\$ 5,000	\$ 5,175	\$ 5,000	\$ 5,000	\$ 5,000
Repairs & Maintenance	\$ 6,000	\$ 6,500	\$ 7,000	\$ 7,500	\$ 8,000
Cleaning supplies	\$ 2,000	\$ 2,050	\$ 2,000	\$ 2,000	\$ 2,000
Security	\$ 1,250	\$ 1,294	\$ 1,250	\$ 1,250	\$ 1,250
Gas	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Upgrade				\$ 20,000	
Finance:					
Leasing/Hire Purchase Exp	\$ -	\$ -	\$ -	\$ -	\$ -
Interest & Bank Charges	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120
Loan Repayments	\$ -	\$ -	\$ -	\$ -	\$ -
Other:					
Contingencies	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Purchase of Assets	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payments	\$ 37,002	\$ 38,810	\$ 38,002	\$ 58,702	\$ 39,602

**ATTACHMENT 8 - DRAFT LICENCE - DOUG LINDSAY RESERVE SPORTS AND
COMMUNITY - CRESWICK BOWLING CLUB**

Doug Lindsay Reserve Sports and Community Management Association **LICENCE**

CROWN LAND (RESERVES) ACT 1978
Section 17B

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

In consideration of the payment of the licence fee and the conditions contained in this License, 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.

Daryl Clifton
(Committee of Management)

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

.....
Licensee – Creswick Bowling Club Inc.

Approved by
as delegate for the Minister
on

NOTE:

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

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Appendix "A" – Plan

Appendix "B" – In kind Conditions

SCHEDULE

ITEM

- 1 **Licence Number:** 1/15
- 2 **Licensor:** Doug Lindsay Reserve Sports and Community Management Association
- 3 **Licensee:** Creswick Bowling Club Inc. ABN 37681283200
- 4 **Licensee's Address:** PO Box 278 Creswick 3363
- 5 **Commencement Date:** 1/7/15 to 30/12/19
- 6 **Term:** 3 Years and Six Months
- 7 **License fee:** \$10, 000 including GST pa – consisting of a one off payment of \$5,000.00 cash on or before the Commencement date and in kind payment of labour and works as set out in Appendix “B” for the period 1/7/15 to 30/6/16. Rental for future years to be agreed by licensor and licensee.
- 8 **Payable:** Annually in Advance by 1st of July each year
- 9 **Reservation description:** See section 10
- 10 **Licensed premises:** 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 “A” annexed to this Licence.
- 11 **Area:** ha/m2 as per attached map ‘A’
- 12 **Powers under which license granted:** Section 17B Crown Land (Reserves) Act 1978
- 13 **Specified Purposes:**
 - Use of the Bowling Greens Provided for all fixtured competition matches in the Ballarat District Bowls Division & Ballarat Indoor Bias Bowls Association for the entirety of the current licence.
 - Use of the Bowling Greens provided for formal/designated practice sessions and scheduled social matches for the entirety of the current licence.
 - Use of the Bowling Greens provided outside the times of formal/designated practice sessions, fixture matches and social matches provided prior bookings have not already been made under the “Doug Lindsay Reserve Committee of Management Booking Process.”
 - Use of the Bowling Club House Facilities for the purpose of all fixture competition matches in the BDBD & BIBBA &

VIBBA Bowling Leagues between 9am and 11pm on any fixture day for the entirety of the current licence.

- Use of the Bowling Club House Facilities during formal/designated practice sessions provided prior bookings have not been made under the “Doug Lindsay Reserve Committee of Management Booking Process” for the entirety of the current licence.

- Use of the Bowling Club House Facilities between 9am and 11pm on days of fixture social matches for the entirety of the current licence.

- Use of the Bowling Club House Facilities at all other time for the entirety of the current licence provided that prior bookings under the “Doug Lindsay Reserve Committee of Management Booking System” have not already been made.

14 Amount of Public Liability Insurance: \$20 million

15 Licensor Address: PO BOX 300 Creswick, Victoria, 3363

16 Special Conditions:

16.1 This License is for the approved annual use of the Licensed Premises for the Specified Purposes as follows:

- See Section 13

16.2 The Licensee will provide to the Licensor annually by 31 October a written report on any concerns, problems, strengths and or improvements to the Licensed Premises.

16.3 The Licensee will raise issues as required through the monthly meetings of the Reserve Management Committee.

16.4 The Licensee will confirm in writing to the Licensor the name and contact details of its representative in the event any contact is necessary including for emergencies.

16.5 The Licensee is responsible to insure any and all chattels/contents/equipment it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable.

16.6 The Licensee must not damage or deface the Licensed Premises. The Licensee is responsible in accordance with this Licence to repair or replace any part of the Licensed Premises defaced or damaged.

16.9 The Licensee is responsible for the security of the Licensed Premises whilst it is being used under the terms of this license and any vandalism which may result from inadequate security measures during its use.

16.11 The Licensee must not injure, cut, remove any tree shrub or other similar living plant unless by way of routine pruning maintenance or for ensuring public safety, or in any other case, unless the prior written consent of the Licensor is first obtained.

- 16.12** The sale of any tobacco or tobacco related products on the licensed premises is prohibited.
- 16.13** The sale or consumption of any alcoholic beverage on the Licensed Premises is prohibited unless in accordance with a license or permit granted for the purpose by the appropriate authority.
- 16.14** For the sale of any food items the Licensee must hold an appropriate annual Food Act 1984 Certificate of Registration of a Food Premises.
- 16.15** The Licensee must have in place prior to the commencement of seasonal use and actively implement and comply with a Risk Management Plan (RMP). The RMP must be prepared having regard to:
- a) a risk assessment conducted to identify, analyse and evaluate risks associated with the Licensed Premises and the Specified purpose;
 - b) Risk management procedures providing for the Licensee to thoroughly inspect the surface of Bowling Greens prior to any use to ensure the surface is safe, clear of all debris, holes and is generally in a reasonable and playable condition.
 - c) Any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - d) The dimensions of the Bowling Greens, skill level of participants and or standard of competition; and
 - e) Any requirements of the Licensee's insurer.
- 16.16** Where the green surface is deemed unsuitable for safe use the Licensee must postpone, modify or cancel use until such time as the surface or other condition is rectified.
- 16.17** A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- 16.18** A copy of the RMP must be lodged with the Licensor.
- 16.19** A failure to have a current RMP and appropriate procedures will be a default condition under this License.
- 16.20** Despite the approved days and times provided in Special Condition 13 and pursuant to Clause 1 the Licensed Premises may be allocated by the Licensor for use by other Clubs, Associations, Groups or individuals as seen fit by the Licensor, at all times informing the Licensee.
- 16.21** The Licensee and Licensor must endeavour to resolve any disputes through negotiation. If a dispute cannot be resolved by negotiation after 90 days, the matter will be referred to an appropriate person for mediation and that person's written determination must be made within a further 60 days and will bind the parties.
- 16.22** Notwithstanding the provisions of clause 2.2, the licensor and licensee agree that any rates and taxes levied upon the licensed land due to the use of the licensed land by the licensee shall be paid by the Reserve Management Committee.

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.
- 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 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 Sustainability and Environment or its successor in law;

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

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

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

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

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

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Appendix “A”

“Plan to be placed here”

Appendix “B”

The following “In Kind” labour and maintenance will form payment for \$5,000 of the agreed licence fee of \$10,000. That is:

- Labour for fortnightly cleaning of the toilets, showers and change facilities in Bowling Club House for the entirety of the licence.
- Installation of an audible alarm system.
- Installation of a stove and fridge in the kitchen to the standard approved by the licensor.
- The labour for cleaning of internal and external windows twice during the period of the current licence to the satisfaction of the Management Committee.

**ATTACHMENT 9 - DRAFT LICENCE - DOUG LINDSAY RESERVE SPORTS AND
COMMUNITY ~ CRESWICK SOCCER CLUB**

Doug Lindsay Reserve Sports and Community Management Association **LICENCE**

CROWN LAND (RESERVES) ACT 1978
Section 17B

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

In consideration of the payment of the licence fee and the conditions contained in this License, 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.

Daryl Clifton
(Committee of Management)

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

.....
Licensee – Creswick Soccer Club Inc.

Approved by
as delegate for the Minister
on

NOTE:

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

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Appendix "A" – Plan

Appendix "B" – In kind Conditions

SCHEDULE

ITEM

- 1 **Licence Number:** 1/15
- 2 **Licensor:** Doug Lindsay Reserve Sports and Community Management Association
- 3 **Licensee:** Creswick Soccer Club Inc.
- 4 **Licensee's Address:** PO Box 278 Creswick 3363
- 5 **Commencement Date:** 1/7/15 to 30/12/19
- 6 **Term:** 3 Years and Six Months
- 7 **License fee:** \$2, 000 including GST pa – consisting of a one off payment of \$1,000.00 cash on or before the Commencement date and in kind payment of labour and works of \$1,000 as set out in Appendix “B” for the period 1/7/15 to 30/6/16. Rental for future years to be agreed by licensor and licensee
- 8 **Payable:** Annually in Advance by 1st of July
- 9 **Reservation description:** See section 10
- 10 **Licensed premises:** 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 “A” annexed to this License.
- 11 **Area:** ha/m2 as per attached map ‘A’
- 12 **Powers under which license granted:** Section 17B Crown Land (Reserves) Act 1978
- 13 **Specified Purposes:**
 - Use of the soccer pitches and adjacent change facilities between 8am and 8pm on Sundays during the fixtured season of the Ballarat and District Soccer Association and for 2 weeks either side of this season.
 - Use of the Soccer Pitches and adjacent change facilities on Wednesdays between 3pm and 8pm for the entirety of the current licence.
 - Use of the main function center and bar facilities on Wednesdays between 3pm and 8pm during the fixtured season of the Ballarat and District Soccer Association and for 2 weeks either side of this season.
 - Use of the main function room and bar facilities between 8am and 8pm on Sundays of the fixtured season of the Ballarat and District Soccer Association and for 2 weeks either side of the season.
- 14 **Amount of Public Liability Insurance:** \$20 million
- 15 **Licensor Address:** PO BOX 300 Creswick, Victoria, 3363

16 Special Conditions:

- 16.1 This License is for the approved annual use of the Licensed Premises for the Specified Purposes as follows:**
- **See Section 13**
- 16.2 The Licensee will provide to the Licensor annually by 31 October a written report on any concerns, problems, strengths and or improvements to the Licensed Premises**
- 16.3 The Licensee will raise issues as required through the monthly meetings of the Reserve Management Committee.**
- 16.4 The Licensee will confirm in writing to the Licensor the name and contact details of its representative in the event any contact is necessary including for emergencies**
- 16.5 The Licensee is responsible to insure any and all chattels/contents/equipment it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable**
- 16.6 The Licensee must not damage or deface the Licensed Premises. The Licensee is responsible in accordance with this Licence to repair or replace any part of the Licensed Premises defaced or damaged.**
- 16.9 The Licensee is responsible for the security of the Licensed Premises whilst it is being used under the terms of this license and any vandalism which may result from inadequate security measures during its use.**
- 16.11 The Licensee must not injure, cut, remove any tree shrub or other similar living plant unless by way of routine pruning maintenance or for ensuring public safety, or in any other case, unless the prior written consent of the Licensor is first obtained.**
- 16.12 The sale of any tobacco or tobacco related products on the licensed premises is prohibited.**
- 16.13 The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a license or permit granted for the purpose by the appropriate authority.**
- 16.14 For the sale of any food items the Licensee must hold an appropriate annual Food Act 1984 Certificate of Registration of a Food Premises.**
- 16.15 The Licensee must have in place prior to the commencement of seasonal use and actively implement and comply with a Risk Management Plan (RMP). The RMP must be prepared having regard to:**
- a) a risk assessment conducted to identify, analyse and evaluate risks associated with the Licensed Premises and the Specified purpose;**
 - b) Risk management procedures providing for the Licensee to thoroughly inspect the surface of Soccer Pitches prior to any use to ensure the surface is safe, clear of all debris, holes and is generally in a reasonable and playable condition.**
 - c) Any matters required by or guidelines of the Licensee's affiliated Association or governing body;**

- d) **The dimensions of the Soccer Pitches, skill level of participants and or standard of competition; and**
- e) **Any requirements of the Licensee's insurer.**

- 16.16 Where the pitch surface is deemed unsuitable for safe use the Licensee must postpone, modify or cancel use until such time as the surface or other condition is rectified.**
- 16.17 A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.**
- 16.18 A copy of the RMP must be lodged with the Licensor.**
- 16.19 A failure to have a current RMP and appropriate procedures will be a default condition under this License.**
- 16.20 Despite the approved days and times provided in Special Condition 13 and pursuant to Clause 1 the Licensed Premises may be allocated by the Licensor for use by other Clubs, Associations, Groups or individuals as seen fit by the Licensor, at all times informing the Licensee.**
- 16.22 The Licensee and Licensor must endeavour to resolve any disputes through negotiation. If a dispute cannot be resolved by negotiation after 90 days, the matter will be referred to an appropriate person for mediation and that person's written determination must be made within a further 60 days and will bind the parties.**
- 16.23 The licensor will pay outgoings such as water, electricity and gas. Rates are not applicable to this licence.**

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

2.4 **Public Liability Insurance**

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

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

2.5 **Maintenance**

- 2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-
 - 2.5.1.1 Keep the licensed premises free of pest animals and weeds;
 - 2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 **Fire Protection Works**

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

2.7 **Condition at Termination**

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

2.8 **Notice of Defects and other matters**

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

2.9 Compliance with Law

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

2.10 Arrears and Interest

2.10.1 Pay to the Licensor:-

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

2.11 Further Conditions

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

3 Licensee's Obligations (Negative)

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

3.1 Use of Licensed premises

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

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

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

3.4 Hazardous Chemicals

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

3.5 Assignment

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

3.6 Licensor's Entry

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

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

3.7 Void insurance

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

3.8 *Erection of Improvements*

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

4 *General Conditions*

4.1 *Termination upon Default*

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

4.2 *Termination without Default*

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 *Ownership of Improvements*

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

4.4 *Licensee's Chattels*

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 *Licensor may remove and dispose of Licensee's chattels*

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

4.6 *Licensor's Agents*

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

4.7 *Notices*

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

4.8 *Debt recovery*

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

4.9 *Additional Approvals*

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

5 *Definitions*

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

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

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

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

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

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

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

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

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

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Appendix "A"

"Plan to be placed here"

Appendix "B"

The following "In Kind" labour and maintenance will form payment for \$1,000 of the agreed licence fee of \$2,000. That is:

- Labour for fortnightly cleaning of the toilets, showers and change facilities in the soccer netball change facilities adjacent to the soccer pitches.
- Labour for the twice annual cleaning of all windows (internal and external) in the Function center.
- Carpet Steam Cleaning of the Function Center between October and December of the current licence.

**ATTACHMENT 10 - DRAFT LICENCE - DOUG LINDSAY RESERVE SPORTS AND
COMMUNITY - CRESWICK FOOTBALL NETBALL CLUB**

Doug Lindsay Reserve Sports and Community Management Association LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17B

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

In consideration of the payment of the licence fee and the conditions contained in this License, 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.

Daryl Clifton
(Committee of Management)

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

.....
Licensee – Creswick Football Netball Club

Approved by
as delegate for the Minister
on

NOTE:

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

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Appendix "A" – Plan

Appendix "B" – In kind Conditions

SCHEDULE

ITEM

- 1 Licence Number: 1/15
- 2 Licensor: Doug Lindsay Reserve Sports and Community Management Association
- 3 Licensee: Creswick Football Club
- 4 Licensee's Address: PO Box 101 Creswick 3363
- 5 Commencement Date: 1/7/15 to 30/12/19
- 6 Term: 3 Years and Six Months
- 7 License fee: \$10, 000 including GST pa – consisting of a one off payment of \$5,000.00 cash on or before the Commencement date and in kind payment of labour and works as set out in Appendix “B” for the period 1/7/15 to 30/6/16. Rental for future years to be agreed by licensor and licensee.
- 8 Payable: Annually in Advance by 1st of July each year
- 9 Reservation description: See section 10
- 10 Licensed premises: 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 “A” annexed to this License.
- 11 Area: ha/m2 as per attached map ‘A’
- 12 Powers under which license granted: Section 17B Crown Land (Reserves) Act 1978
- 13 Specified Purposes:
 - Use of the football oval and main building change room facilities for training on Tuesday and Thursday between 4pm and 8pm from the 1st of March to the 30th of September and on Monday and Wednesday between 4pm and 8pm from the 1st of October to the 28th of February in the term of the current lease.
 - Use of the football oval for scheduled practice matches and home fixture games in the Central Highlands Football League between 9am and 6pm in the term of the current lease.
 - Use of the Main Function Room and Bar Facilities on Thursday evenings between 6pm and 11pm from the 1st of March to the 30th of September in the term of the current lease.
 - Use of the Main Function Room and Bar Facilities between 8am and 12 midnight from the 1st of March to the 30th of

September on days of fixtured home matches in the Central Highlands Football and Netball League draw and on days of designated/organized practice matches.

- Use of the Netball Courts and Netball Change Facilities from 4.00pm to 8.30pm on Tuesday and Thursday between the 1st of March and the 30th of September and on Monday and Wednesday between 4pm and 8:30pm from the 1st of October to the 28th of February in the term of the current lease.

- Use of the Netball Courts and the Netball Change Facilities from 8.00am to 6.00pm for scheduled practice matches and home fixtured matches in the Central Highlands Football and Netball League draw.

14 Amount of Public Liability Insurance: \$20 million

15 Licensor Address: PO BOX 300 Creswick, Victoria, 3363

16 Special Conditions:

16.1 This License is for the approved annual use of the Licensed Premises for the Specified Purposes as follows:

- See Section 13**

16.2 The Licensee will provide to the Licensor annually by 31 October a written report on any concerns, problems, strengths and or improvements to the Licensed Premises

16.3 The Licensee will raise issues as required through the monthly meetings of the Reserve Management Committee.

16.4 The Licensee will confirm in writing to the Licensor the name and contact details of its representative in the event any contact is necessary including for emergencies

16.5 The Licensee is responsible to insure any and all chattels/contents/equipment it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable

16.6 The Licensee must not damage or deface the Licensed Premises. The Licensee is responsible in accordance with this Licence to repair or replace any part of the Licensed Premises defaced or damaged.

16.9 The Licensee is responsible for the security of the Licensed Premises whilst it is being used under the terms of this license and any vandalism which may result from inadequate security measures during its use.

16.11 The Licensee must not injure, cut, remove any tree shrub or other similar living plant unless by way of routine pruning maintenance or for ensuring public safety, or in any other case, unless the prior written consent of the Licensor is first obtained.

16.12 The sale of any tobacco or tobacco related products on the licensed premises is prohibited.

- 16.13** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a license or permit granted for the purpose by the appropriate authority.
- 16.14** For the sale of any food items the Licensee must hold an appropriate annual Food Act 1984 Certificate of Registration of a Food Premises.
- 16.15** The Licensee must have in place prior to the commencement of seasonal use and actively implement and comply with a Risk Management Plan (RMP). The RMP must be prepared having regard to:
- a) A risk assessment conducted to identify, analyse and evaluate risks associated with the Licensed Premises and the Specified purpose;
 - b) Risk management procedures providing for the Licensee to thoroughly inspect the surface of Football Oval and netball courts prior to any use to ensure the surface is safe, clear of all debris, holes and is generally in a reasonable and playable condition.
 - c) Any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - d) The dimensions of the Football Oval and Netball Courts, skill level of participants and or standard of competition; and
 - e) Any requirements of the Licensee's insurer.
- 16.16** Where the oval or netball court surface is deemed unsuitable for safe use the Licensee must postpone, modify or cancel use until such time as the surface or other condition is rectified.
- 16.17** A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- 16.18** A copy of the RMP must be lodged with the Licensor.
- 16.19** A failure to have a current RMP and appropriate procedures will be a default condition under this License.
- 16.20** Despite the approved days and times provided in Special Condition 13 and pursuant to Clause 1 the Licensed Premises may be allocated by the Licensor for use by other Clubs, Associations, Groups or individuals as seen fit by the Licensor, at all times informing the Licensee.
- 16.21** The Licensee and Licensor must endeavour to resolve any disputes through negotiation. If a dispute cannot be resolved by negotiation after 90 days, the matter will be referred to an appropriate person for mediation and that person's written determination must be made within a further 60 days and will bind the parties.
- 16.22** Notwithstanding the provisions of clause 2.2, the licensor and licensee agree that any rates and taxes levied upon the licensed land due to the use of the licensed land by the licensee shall be paid by the Reserve Management Committee.

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

2.4 **Public Liability Insurance**

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

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

2.5 **Maintenance**

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

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

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

2.6 **Fire Protection Works**

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

2.7 **Condition at Termination**

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

2.8 Notice of Defects and other matters

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

2.9 Compliance with Law

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

2.10 Arrears and Interest

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

2.11 Further Conditions

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

3 Licensee's Obligations (Negative)

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

3.1 Use of Licensed premises

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

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

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

3.4 Hazardous Chemicals

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

3.5 Assignment

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

3.6 Licensor's Entry

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

3.7 Void insurance

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

3.8 Erection of Improvements

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

4 General Conditions

4.1 Termination upon Default

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

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

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

4.4 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

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

4.6 Licensor's Agents

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

4.7 Notices

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

4.8 Debt recovery

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

4.9 Additional Approvals

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

5 Definitions

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

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

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

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

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

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

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

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

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

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 **Interpretations**

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Appendix “A”

“Plan to be placed here”

Appendix “B”

The following “In Kind” labour and maintenance will form payment for \$5,000 of the agreed licence fee of \$10,000. That is:

- Labour for painting of the main function room, passage and foyer of the main function center.
- Labour for fortnightly cleaning of the toilets, showers and change facilities in the main function center, football change facilities and the time keeper/umpire rooms between the 1st of March and the 30th of September in the period of the current lease.
- Labour for fortnightly cleaning of the bar and canteen facilities in the main function center.
- Labour for operating the bar facilities in the main function center when hired to external paying clients.

**11.5. STATE GOVERNMENT INTENTION TO SELL LAND - CLUNES FORMER POLICE STATION AND RESIDENCE, AND TOWN HALL GREENSPACE
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 recommend that Council advises the Department of Treasury and Finance (DTF) that Council has no objection to the sale of the former Clunes police station and residence buildings and adjoining green space land to the Uniting Church of Australia (Wesley College).

BACKGROUND

The Clunes Town Hall Reserve is a Crown reserve with dual reservation status as a temporary reserve for Municipal Purposes and a permanent reserve for Borough Chambers and includes the Clunes Town Hall, the green space land at the rear of the town hall, and the former Clunes police station and residence.

At the September 1999 Council meeting, Council resolved to:-

- Request the Crown to surrender the Crown reservation over the former Clunes police station and residence and the green space at the rear of the Clunes Town Hall as bounded in yellow on the plan attached (the land);
- Purchase the land from the Crown;
- On-sell the land to Wesley College; and
- Direct the Crown to include a restrictive covenant on the resultant Crown grant issued to Wesley College that provides for continued community use of the green space land bounded in green on the plan attached.

Following the 1999 Council resolution, the Crown reservation was unable to be surrendered due to unresolved Native Title issues, the result being that the sale of the land to Wesley College did not proceed.

Following resolution of the Native Title issues, in January 2002, a 21 year Crown land lease was granted by the then Minister for Environment and Conservation between the Crown and Wesley College for the purposes of staff housing, recreation and sporting activities. The lease expires in 2022.

ISSUE/DISCUSSION

Wesley College has requested, through DTF, to purchase the land from the Crown as was previously contemplated in 1999. In order for the transaction to proceed, Council needs to advise DTF that it has no objection to the land being excised from the existing Clunes Town Hall reserve and being sold to Wesley College. A condition of sale will be that the green space land would be available for use by the Clunes community and this will be formalised by a restrictive covenant being

included in the body of the Crown grant that DTF will issue in favour of Wesley College for the land.

DTF will be responsible for the tabling of enabling legislation before State parliament to enable the revocation of the land as regards the permanent reservation as Borough Chambers.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

The proposed sale by DTF to Wesley College will be completed under Section 209 of the *Land Act 1958*.

FINANCIAL IMPLICATIONS

There are no financial implications to Council as all costs will be borne by both DTF and Wesley College.

RISK IMPLICATIONS

None noted.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Wesley College staff and students will continue to participate in community focussed programs and other forms of participation in Clunes.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The sale of the land will be managed by DTF.

CONCLUSION

Council has received a request from Wesley College to purchase the Crown land comprising the former Clunes police station and residence and green space at the rear of the Clunes Town Hall upon the same terms as those proposed in the 1999 resolution of Council.

OFFICER'S RECOMMENDATION

That Council authorises officers to advise Department of Treasury and Finance that Council:-

- 11.5.1. has no objection (subject to 11.5.2 and 11.5.3) to the Crown land comprising the former Clunes police station and residence and the green space land as bounded in yellow on the plan attached being excised from the existing Clunes Town Hall reserve and sold to Uniting Church of Australia;
- 11.5.2. requires a restrictive covenant be included in the Crown grant that issues in favour of Uniting Church of Australia that the green space land as bounded

in green on the plan attached continues to be made available to the community for public purposes and recreation; and

- 11.5.3. approves the terms of the restrictive covenant prior to the issue of the Crown grant by Department of Treasury and Finance to Uniting Church of Australia.

MOTION

That Council authorises officers to advise Department of Treasury and Finance that Council:-

- 11.5.1. *has no objection (subject to 11.5.2 and 11.5.3) to the Crown land comprising the former Clunes police station and residence and the green space land as bounded in yellow on the plan attached being excised from the existing Clunes Town Hall reserve and sold to Uniting Church of Australia;*
- 11.5.2. *requires a restrictive covenant be included in the Crown grant that issues in favour of Uniting Church of Australia that the green space land as bounded in green on the plan attached continues to be made available to the community for public purposes and recreation; and*
- 11.5.3. *approves the terms of the restrictive covenant prior to the issue of the Crown grant by Department of Treasury and Finance to Uniting Church of Australia.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Pierre Niclas

Carried.

8.20pm Comfort break called

8.23pm Meeting resumed

**ATTACHMENT 11 - PLAN OF CLUNES MUNICIPAL RESERVE AND PROPOSED
AREA (CURRENTLY LEASED) TO BE EXCISED FROM THE RESERVE AND
SOLD TO WESLEY COLLEGE**



Current leased area (yellow)
- proposed to be excised
from the Municipal Reserve
and sold to Wesley College

Clunes Town Hall
and Courthouse - Pt
C/A 7

Proposed new boundary of
the Municipal Reserve

Greenspace (courts and oval) -
Pt C/A 7 - proposed restrictive
covenant

Police Station and
residence - C/A's 9 & 10

11.6. REQUESTS 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 Property & Assets Coordinator, I Mahmud Kaiser have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider new requests to use B-double vehicles and Higher Mass Limit [HML] vehicles on local roads.

BACKGROUND

The following requests for new permits have been received from the National Heavy Vehicle Regulator (NHVR).

Ref	Organisation	Vehicles	Roads	Load Type	Time Frame as per Application	No of Trips (approx)
New Requests						
a) 66597 and 67612	GDP TRANSPORT PTY LTD	B-double	Reed Street, Bald Hills Road and Victoria Street in Creswick	General freight	01/04/2016–31/04/2019	2600 Per Year for 66597 and 360 Per year for 67612
b) 67635	GDP TRANSPORT PTY LTD	B-double	Clunes-Campbelltown Road, Ligar Street, Daylesford-Clunes Road and West Berry Road in Clunes	General freight	01/05/2016-30/04/2019	360 Per Year
c) 64863	CHARLIES TRANSPORT PTY LTD	3-axle truck & 5-axle dog trailer	Beaconsfield Road in Allendale and Creswick-Lawrence Road in Creswick	Quarry product	04/03/2016–03/04/2019	200 Per Year

ISSUE/DISCUSSION

Council officers have assessed the applications considering the following:

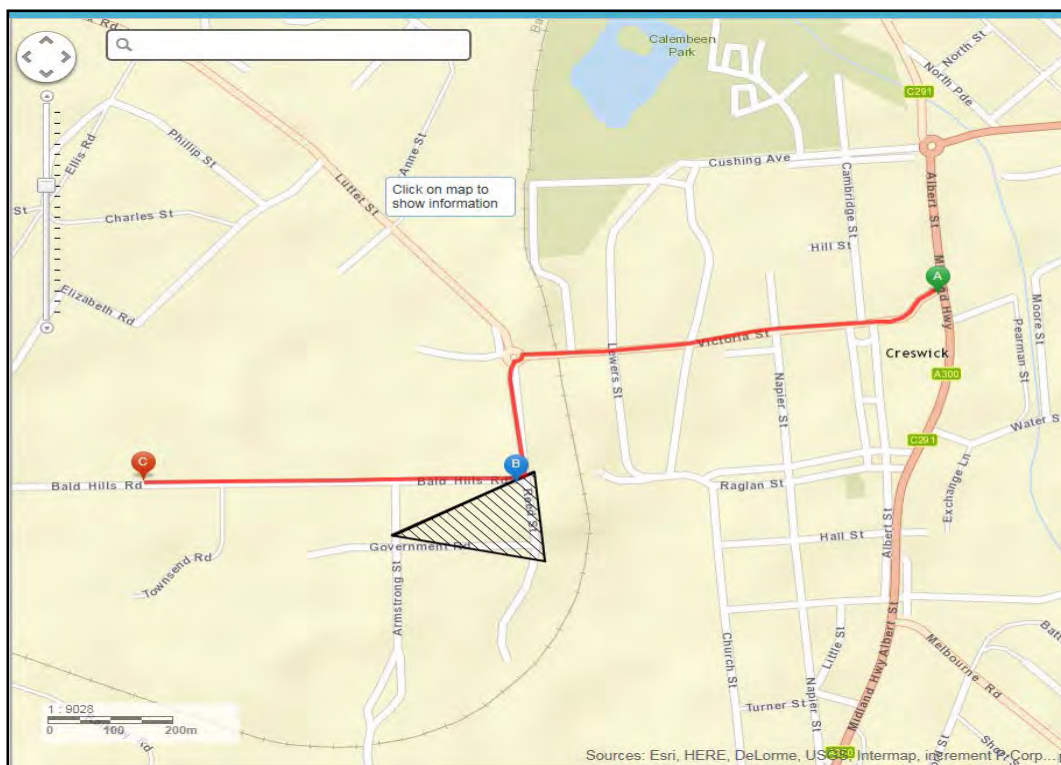
- Community Safety
- Local Amenity
- Physical Limitations of the network
- Economic benefits
- Alternative access
- Cost implications to Council.

The results of the assessment are provided below along with any recommended conditions to be applied to any consent granted by Council.

NEW REQUESTS

a) GDP TRANSPORT PTY LTD (Road Manager Request Number 66597 and 67612)

GDP TRANSPORT PTY LTD requests that Council grants a permit to use B-double vehicles on Reed Street, Bald Hills Road and Victoria Street in Creswick as marked in the map below, for the periods listed in the table in the Background section.



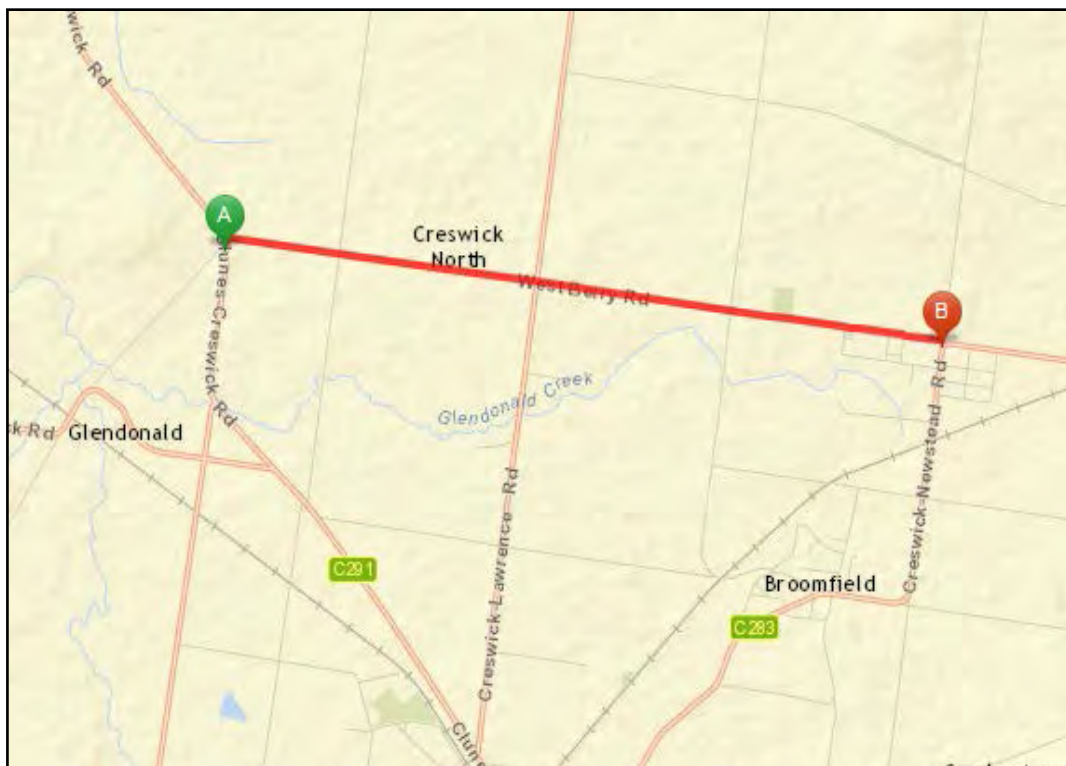
Subject roads have been assessed as suitable for use by B-double vehicles.

It is recommended that Council approves GDP Transport Pty Ltd to use B-double vehicles on Victoria Street (from Albert Street to Reed Street), Reed Street (between Victoria Street and Bald Hills Road) and Bald Hills Road in Creswick subject to the 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 without all approvals being obtained.
- The use of compression brakes is to be avoided.
- Hours of Operation shall be 7:00am to 6:00pm.

b) GDP TRANSPORT PTY LTD (Road Manager Request Number 67635)

GDP TRANSPORT PTY LTD requests that Council grants a permit to use B-double vehicles on West Berry Road in Creswick as marked in the map below for the periods listed in the table in the Background section.



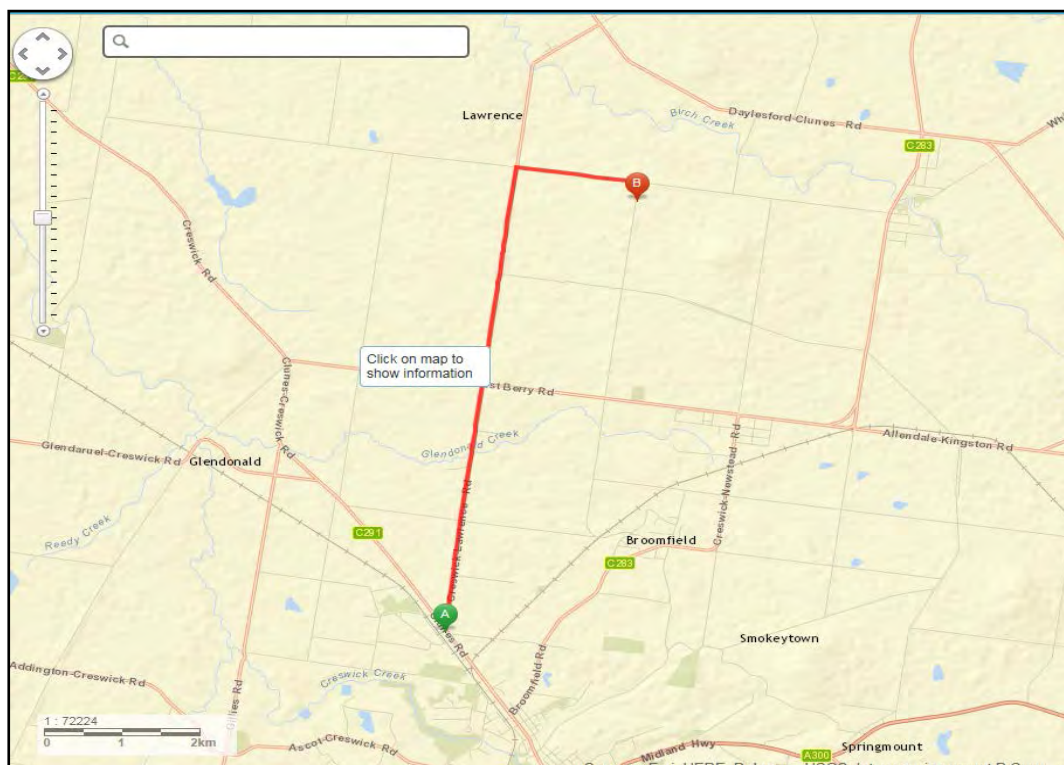
Subject road has been assessed as suitable for use by B-double vehicles.

It is recommended that Council approves GDP Transport Pty Ltd to use B-double vehicles on West Berry Road (between Clunes-Creswick and Creswick-Newstead Roads) in Creswick subject to the 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 without all approvals being obtained.
- Hours of Operation shall be 7:00am to 6:00pm.

c) CHARLIES TRANSPORT PTY LTD (Road Manager Request Number 64863)

CHARLIES TRANSPORT PTY LTD requests that Council grants a permit to use 3-axle truck and 5-axle trailer combinations at HML on Beaconsfield Road in Allendale and Creswick-Lawrence Road in Creswick as marked in the map below, for the periods listed in the table in the Background section.



Subject roads have been assessed as suitable for use by trucks and trailers at HML.

It is recommended that Council approves Charlies Transport Pty Ltd to use 3-axle truck and 5-axle trailer combinations at HML on Beaconsfield Road in Allendale and Creswick-Lawrence Road in Creswick subject to the 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 without all approvals being obtained.
- Hours of Operation shall be 7:00am to 6:00pm

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

There are no expected financial implications of granting approval to the above operators to use heavy vehicles on subject Council maintained roads.

RISK IMPLICATIONS

There are no expected specific risk implications of granting approval to the above operators to use heavy vehicles on subject Council maintained roads.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

There are expected to be economic benefits for local business and economic development through granting of consents for access.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

No external engagement was undertaken in relation to this request. Relevant internal road staff has been involved in assessing these requests.

CONCLUSION

Council has received requests from the National Heavy Vehicle Regulator for consent to the issue permits to operate B-double and Higher Mass Limit vehicles on local roads.

Following a review of the requests, conditional consent is recommended for the operators as detailed.

OFFICER'S RECOMMENDATION

That Council:

11.6.1. approves GDP TRANSPORT PTY LTD to use:

- a) B-double vehicles for a period of 3 years commencing 26th April 2016 and expiring 25th April 2019 on Victoria Street (from Albert Street to Reed Street), Reed Street (between Victoria Street and Bald Hills Road) and Bald Hills Road, Creswick, subject to the following conditions:

- It is the responsibility of all the above permit holder to pay attention to:
 - o Overhead cables
 - o Overhanging trees
 - o Steep inclines/declines, tight corners and narrow roads.
- Must not trim or remove any trees without all approvals being obtained.
- The use of compression brakes is to be avoided.
- Hours of Operation shall be 7:00am to 6:00pm.

- b) B-double vehicles for a period of 3 years commencing 1st May 2016 and expiring 30th April 2019 on West Berry Road in Creswick, subject to the following conditions:

- It is the responsibility of all the above permit holder to pay attention to:
 - o Overhead cables
 - o Overhanging trees
 - o Steep inclines/declines, tight corners and narrow roads.
- Must not trim or remove any trees without all approvals being obtained.
- Hours of Operation shall be 7:00am to 6:00pm.

11.6.2. approves CHARLIES TRANSPORT PTY LTD to use 3-axle truck & 5-axle dog trailer combinations at HML for a period of 3 years commencing 26th April

2016 and expiring 25th April 2019 on Beaconsfield Road, Allendale and Creswick-Lawrence Road, Creswick, subject to the following conditions:

- It is the responsibility of all the above 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 without all approvals being obtained.

Hours of Operation shall be 7:00am to 6:00pm.

AMENDED OFFICER'S RECOMMENDATION

That Council:

11.6.1. approves GDP TRANSPORT PTY LTD to use:

- a) B-double vehicles for a period of 3 years commencing 26th April 2016 and expiring 25th April 2019 on Victoria Street (from Albert Street to Reed Street), Reed Street (between Victoria Street and Bald Hills Road) and Bald Hills Road, Creswick, subject to the following conditions:
 - It is the responsibility of all the above 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 without all approvals being obtained.
 - The use of compression brakes is to be avoided.
 - Hours of Operation shall be 7:00am to 6:00pm.

11.6.2. approves CHARLIES TRANSPORT PTY LTD to use 3-axle truck & 5-axle dog trailer combinations at HML for a period of 3 years commencing 26th April 2016 and expiring 25th April 2019 on Beaconsfield Road, Allendale and Creswick-Lawrence Road, Creswick, subject to the following conditions:

- It is the responsibility of all the above 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 without all approvals being obtained.
- Hours of Operation shall be 7:00am to 6:00pm.

MOTION

That Council:

11.6.1. *approves GDP TRANSPORT PTY LTD to use:*

a) *B-double vehicles for a period of 3 years commencing 26th April 2016 and expiring 25th April 2019 on Victoria Street (from Albert Street to Reed Street), Reed Street (between Victoria Street and Bald Hills Road) and Bald Hills Road, Creswick, subject to the following conditions:*

- *It is the responsibility of all the above 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 without all approvals being obtained.*
- *The use of compression brakes is to be avoided.*
- *Hours of Operation shall be 7:00am to 6:00pm.*
- *Outside of these hours access to be gained from the west via Bald Hill Road only.*

11.6.2. *approves CHARLIES TRANSPORT PTY LTD to use 3-axle truck & 5-axle dog trailer combinations at HML for a period of 3 years commencing 26th April 2016 and expiring 25th April 2019 on Beaconsfield Road, Allendale and Creswick-Lawrence Road, Creswick, subject to the following conditions:*

- *It is the responsibility of all the above 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 without all approvals being obtained.*
- *Hours of Operation shall be 7:00am to 6:00pm.*

Moved: Councillor Don Henderson

Seconded: Councillor Sebastian Klein

Carried.

11.7. RECORDS OF ASSEMBLY FOR MARCH 2016

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as Coordinator Governance and Information, I Graeme McDonald have no interests to disclose in this report.

PURPOSE

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

BACKGROUND

The Local Government Act 1989 defines Assembly of Councillors as

...a meeting of an advisory committee of the Council, if at least one Councillor is present, or a planned or scheduled meeting of at least half of the Councillors and one member of Council staff which considers matters that are intended or likely to be

- (a) the subject of a decision of the Council; or*
- (b) subject to the exercise of a function, duty of power of the Council that has been delegated to a person or committee –*

but does not include a meeting of the Council, a special committee of the Council, as audit committee established under Section 139, a club, association, peak body, political party of other organisation.

ISSUE / DISCUSSION

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

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

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

Assemblies of Councillors		
Date	Location	Committee Name
08-03-2016	Council Chamber	Councillor Briefing
15-03-2016	Council Chamber	Councillor/CEO Meeting
15-03-2016	Council Chamber	Pre Council Meeting Briefing
17-03-2016	Doug Lindsay Recreation Facility Creswick	Municipal Emergency Planning Committee

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

11.7.1. That Council Receives and notes the Records of Assemblies of Councillors for March 2016

MOTION

11.7.1. *That Council Receives and notes the Records of Assemblies of Councillors for March 2016*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Pierre Niclas

Carried.

ATTACHMENT 12 - RECORDS OF ASSEMBLIES OF COUNCILLORS

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 8 March 2016

Time: 9.00am - 5.30pm

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

Councillors present:

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

Members of Council Staff present:

CEO Aaron van Egmond
 GM Corporate Services Grant Schuster
 GM Community Services Kathleen Brannigan
 GM Infrastructure Bruce Lucas
 Other, please specify:
 Manager Strategic Asset Management, Steve Millard, Manager Planning - Justin Fiddes, Manager Finance & IT - Trafford Thompson, Sustainability Officer - John van Rooden, Events Coordinator - Rebecca Pedretti, Governance & Information Coordinator - Graeme McDonald, Library & Visitor Services Coordinator - Ellie Beer, Financial Accountant - Kathie Attwood

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Cr Don Henderson	4:10pm - 4:12pm

Matters Considered:

Agenda Attached

Name and title of Officer responsible for this written record:

CEO Aaron van Egmond
 GM Corporate Services Grant Schuster
 GM Community Services Kathleen Brannigan
 GM Infrastructure Bruce Lucas
 Other, please specify:

Signature: 

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

Tuesday 8 March 2016

Council Chamber, Daylesford Town Hall

9:00 – 5:00pm

PRESENT:

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

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

CHAIR: Mayor Cr Neil Newitt

APOLOGIES:

No	Time	Agenda Item	Presenter	No
1.	9:00 am	Report Review of Election Period Caretaker Policy Attachment 1 – Draft Election Period 206 Caretaker Policy	General Manager Corporate Services	Page 4
2.	9:15am	Report State Government Intention to sell land – Clunes former Police Station and Town Hall Greenspace Attachment 2 – 21 Year Crown Land Lease between Wesley College and Minister for Environment & Conservation	Property Officer	Page 22
3.	9:30am	Report Proposal to name Daylesford Community Park and other updates	General Manager Corporate Services	Page 52

No	Time	Agenda Item		Presenter	No
4.	10:00	Report	The Warehouse –Clunes Special Committee update	Library and Visitor Service Coordinator	Page 56
	10:15am	Break			
5.	10:30am	Presentation	User Group Licences – Doug Lindsay Reserve Attachment 3 – Draft Licence – Creswick Bowling Club Attachment 4 – Draft Licence – Creswick Soccer Club Attachment 5 – Draft Licence – Creswick Football Netball Club	General Manager Community Services	Page 58
6.	10:45am	External Presentation	Waste to Energy Implementation Strategy Attachment 6 – Waste to Energy Implementation Strategy Summary Report	Sustainability Officer	Page 95
7.	11:45am	Report	Memorandum of Understanding – Trentham Spudfest Attachment 7 – Draft Memorandum of Understanding between Council and Trentham Spudfest Committee	Events Coordinator	Page120

No	Time	Agenda Item		Presenter	No
8.	12:15	Discussion	Funding opportunities for Round 3 National Stronger Regions Fund	General Manager Community Services	Page 132
	12:30pm	Break - Lunch			
9.	1:00pm	Report	Planning Application 1005 – Use and development for construction of a dwelling at 789 Blampied-Molonghip Road, Rocklyn Attachment 8 – Site Plan Attachment 9 – Aerial view of subject site	Statutory Planning Officer	Page 133
10.	1:15pm	Presentation	Strategic Planning Update Attachment 10 – Strategic Planning Presentation	Manager Planning	Page 140
11.	1:45pm		Planning Update Attachment 11 – VCAT Hearing List	Manager Planning	Page 142
12.		For Noting	Agenda Items – Next Council Meeting		Page 145
13.	2:00pm	Presentation	Budget 2016/17	General Manager Corporate Services	Page 146
	5:00pm	CLOSE OF MEETING			

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor CR. DON HENDERSON hereby disclose
a conflict of interest in the following matter BUDGET DISCUSSION

This matter is being considered at a meeting of

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

on 08/03/2016

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:

CRESWICK RAILWAY WORKSHOPS ASS. HAS
BEEN DECLARED A COMMUNITY PARTNER

Print Name: DON HENDERSON

Signed: [Signature]

Date: 08/03/2016

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 March 2016
 Time: 2:00 pm

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

Councillors present:

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

Members of Council Staff present:

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

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned

Matters Considered:

Agenda Attached

Name and title of Officer responsible for this written record:

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

Signature: 

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

COUNCILLOR & CEO MEETING

Tuesday 15 March 2016

Daylesford Town Hall

2:00PM

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

CHAIR:

APOLOGIES: Councillor Neil Newitt & Councillor Pierre Niclas

No.	Time	Agenda Item	Presenter
1.	2:00PM	Hepburn Shire LGA - future options	Cr Sebastian Klein
2.		Natural Resources Manager position	Cr Greg May
3.		Depot break in	Cr Bill McClenaghan
4.		Trentham Hub Consultation	Cr Bill McClenaghan
5.		Meeting item 11.1 Rate Cap Variation	Cr Bill McClenaghan
6.		Fire at Daylesford Transfer Station	Cr Bill McClenaghan
7.		Funding Announcement	Cr Bill McClenaghan
8.		Funding application process for the NSRF and the new Mechanics?	Cr Sebastian Klein
9.		Council's Public Convenience cleaning	Cr Don Henderson

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: Pre-Council Meeting Briefing

Date: Tuesday 15 March 2016

Time: 3:30pm - 4:45pm

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

Councillors present:

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

Members of Council Staff present:

- | | |
|--|--|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | <input checked="" type="checkbox"/> Other, please specify: |
| <input checked="" type="checkbox"/> GM Corporate Services Grant Schuster | Manager Planning - Justin Fiddes, |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | Manager Finance & IT - Trafford |
| <input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas | Thompson, Works Coordinator - Paul Healy |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Nil	

Matters Considered:

- Council meeting agenda 15/3/16

Name and title of Officer responsible for this written record:

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

Signature: 

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

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: Municipal Emergency Management Planning Committee

Date: Thursday 17 March 2016

Time: 11.00am – 12.0pm

Venue: Council Chamber Daylesford
 Senior Citizens Centre Daylesford
 Other (specify) Doug Lindsay Recreation Facility Creswick

Councillors present:

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

Members of Council Staff present:

- | | |
|--|---|
| <input type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> GM Corporate Services Grant Schuster | Paulette Pleasance, Lisa Sparkes |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | |
| <input checked="" 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"/> Other, please specify: |
| <input type="checkbox"/> GM Corporate Services Grant Schuster | |
| <input type="checkbox"/> GM Community Services Kathleen Brannigan | |
| <input checked="" 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.

AGENDA

► MUNICIPAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

MUNICIPAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

Thursday 17 March 2016 – 11.00am – 12.30pm

Doug Lindsay Recreation Reserve – Lindsay Park Drive, Creswick

Attendee	Organisation	Attending	Attendee	Organisation	Attending
Sgt Barry Hills	VicPol	Yes	Cr Greg May	HSC	Yes
Sgt Dean Towk	VicPol	Yes	Bruce Lucas	HSC	Yes
Sgt Wayne Gatt	VicPol		Kathleen Brannigan	HSC	Tentative
Matt Beel	VicPol		Steve Millard	HSC	Yes
Neil Cheney	VicPol	Yes	Grant Schuster	HSC	Yes
Nathan Gardiner	VicPol		Steve Cook	HSC	Apology
Malcolm Bruce	CFA		Lisa Sparkes	HSC	Yes
Stephanie Wigan	CFA	Yes	Paulette Pleasance	HSC	Yes
Alan Hives	CFA (Creswick)	Yes	Stephen Latter	Hepburn Health	
Alfred Mason	CFA		Gordon Cornell	WICEN	
Geoffrey Gray	CFA		Ted Lis	EMV	
Gerard Coffey	CFA		Kaylene Sudholz	EMV	
Sara Coward	DHHS Grampians	Apology	Margaret Holt	CHW	
Natalie Sacco	DHHS Grampians	Yes	Cameron Butcher	CHW	Tentative
Tony Grimme	SES	Yes	Janette Barrie	Red Cross	Yes
David Wellings	SES		Michelle Djordjevic	VicRoads	Yes
Peter Keppel	SES		Bruce Cameron	Coliban Water	Yes
Mick Keating	DELWP	Yes	Angus Bowles	Coliban Water	Yes
Lee Gleeson	DELWP	Apology	Peter Gerolemou	GM Water	
Merydth Whitehead	DELWP	Apology	Tusitha Karunaratne	GM Water	
Rebecca Stacey	DEDJTR	Apology	Barry Nicholls	Ambulance Victoria	
Dale Farnsworth	GMW		Chris James	Ambulance Victoria	
Kevin Henderson	GMW		Siobhan Rogan	Parks Victoria	Yes
Jim Blaine	VCC	Yes			
Judy Ellison	VCC	Yes			

Item No	Time	Agenda Item	Presenter
1	11.00am	Welcome & Apologies	Bruce Lucas
2	11.05am	Adoption of Minutes – 10 December 2015	Bruce Lucas
3	11.10am	Actions arising from minutes	Bruce Lucas
4	11.30am	Incoming Correspondence <ul style="list-style-type: none"> • VCC Agency Report March 2016 • Red Cross Report March 2016 • District 15 Operations Manager Report 	Paulette Pleasance

AGENDA

▶ MUNICIPAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

		Outgoing Correspondence <ul style="list-style-type: none">• Appreciation letter to Kevin Clohesy	
5	11.40am	Report back from MFMPC	Bruce
6	11.50am	Work Plan (standing item on agenda) <ul style="list-style-type: none">• Flood Plan Discussion (tentative)• Emergency Communications Plan Update	
7	12.00pm	CERA Workshop Update	
8	12.15pm	General Business	
Next Meeting – 16 June 2016 – Doug Lindsay Recreation Reserve			

12. COUNCIL SPECIAL COMMITTEES (SECTION 86)

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

In providing this advice to Council as Coordinator Governance and Information, I Graeme McDonald have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to note the minutes and recommendations from Council's Special Committees (Section 86).

BACKGROUND

Special Committees are established by Council under section 86 of the *Local Government Act 1989* and their function and responsibilities outlined in an Instrument of Delegation. Under the Instruments of Delegation, special committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports of Special Committees, as provided by the committees over the past month, for your information:

- Minutes from the Lyonville Hall Special Committee – 15-03-2016

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

That Council:

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

- Minutes from the Lyonville Hall Special Committee – 15-03-2016

MOTION

That Council:

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

- Minutes from the Lyonville Hall Special Committee – 15-03-2016

Moved: Councillor Don Henderson

Seconded: Councillor Pierre Niclas

Carried.

13. COUNCIL ADVISORY COMMITTEES

13.1. MINUTES OF ADVISORY COMMITTEES GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as Coordinator Governance and Information, I Graeme McDonald 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

- Municipal Emergency Management Planning Committee Meeting – 17-03-2016

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

That Council:

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

- Municipal Emergency Management Planning Committee Meeting – 17-03-2016

MOTION

That Council:

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

- *Municipal Emergency Management Planning Committee Meeting – 17-03-2016*

Moved: Councillor Greg May

Seconded: Councillor Don Henderson

Carried.

**13.2. THE WAREHOUSE - CLUNES SPECIAL COMMITTEE UPDATE
GENERAL MANAGER COMMUNITY SERVICES**

In providing this advice to Council as the Library and Visitor Service Coordinator, I Ellie Beer have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council discontinue The Warehouse - Clunes Special Committee.

BACKGROUND

The Warehouse - Clunes Special Committee, formerly known as the Clunes Community and Interpretive Centre Special Committee, was originally established on 20 August 2013. The Committee's purpose is to exercise Council's functions and powers to perform Council's duties in relation to the management, administration and operation of The Warehouse - Clunes located at 36 Fraser Street, Clunes. The Instrument of Delegation states that:

The Committee shall be comprised of at least nine voting members, comprising of:

- 1.1 The Cameron Ward Councillor as President and Chairperson for the committee;
- 1.2 One representative of the William Barkell Memorial Arts and Historic Centre Inc. (Clunes Museum);
- 1.3 Two representatives of the volunteers in The Warehouse - Clunes;
- 1.4 Up to three additional community and/or user group representatives;
- 1.5 Hepburn Shire Council's Coordinator Libraries;
- 1.6 Hepburn Shire Council's Coordinator Records and Customer Service;
- 1.7 Hepburn Shire Council's Coordinator Visitor Services; and
- 1.8 Hepburn Shire Council's The Warehouse - Clunes Team Leader who will be Secretary for the committee.

In addition, Council has a licence with the William Barkell Memorial Arts and Historic Centre Inc. (Clunes Museum).

ISSUE/DISCUSSION

The Warehouse - Clunes Special Committee has struggled to reach a quorum on a number of occasions and therefore meetings have not progressed. In 2014 twelve meetings were scheduled and only eight occurred due to inability of members to attend. This trend continued in 2015 with eight meetings scheduled and only four progressing.

In May 2015 it was agreed by the Special Committee to change the frequency of meetings from monthly to bi-monthly as The Warehouse - Clunes was no longer a new facility and less meetings would reduce the burden on the volunteers participating.

On 31st October 2015 three of the Committee's members terms expired, they were:

- One representative from the William Barkell Memorial Arts and Historic Centre Inc. (Clunes Museum)
- Two Representatives from the Clunes community and/or user groups, (Wesley College and The Lee Medlyn Home of Bottles)

On 11th November one representative from The Warehouse - Clunes volunteers group resigned.

Volunteerism in Clunes is very strong and the demands on volunteers time is high. Many of the Special Committee members also serve a number of other volunteer committees and organisations within the community. The Warehouse - Clunes Special Committee adds to the volunteer commitment of our members, which is unnecessary as operational issues are addressed by Council Officers at The Warehouse - Clunes at the time they arise.

Finally, following a restructure and the creation of new roles within Council there were less Council Officers on the Committee. As a result, at the end of 2015 there were only four active members out of a possible eleven on the Committee.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Not applicable.

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Community perception that they have reduced input into management and future directions of The Warehouse-Clunes.

In place of the Special Committee it is proposed to hold quarterly meetings between Council Officers and key community user groups of The Warehouse - Clunes and the Clunes Town Hall and for user groups to raise any operational issues at the time they arise with Council Officers at The Warehouse - Clunes.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Current and former members of the Special Committee, Cr Newitt, Dot Keller, Jan Turner (term expired 31st October 2015) Phillip Taig (term expired 31st October 2015) and Ellie Beer met on Thursday 24th March 2016 to discuss the future of the Committee. It was agreed that a formal Special Committee was no longer necessary and a 12 month trial of quarterly meetings with user groups of The Warehouse - Clunes, Clunes Town hall and Council Officers should be implemented.

Council Officers also met with the Clunes Museum Executive Committee on Thursday 4th February and they were supportive of the change.

CONCLUSION

The Warehouse - Clunes Special Committee's role is to exercise Council's functions and powers to perform Council's duties in relation to the management, administration and operation of The Warehouse - Clunes. As the Committee's functions are exercised by Council Officers and it is difficult to find and retain volunteers due to numerous demands on their valuable time the Special Committee is no longer required.

OFFICER'S RECOMMENDATION

That Council:

- 13.2.1. Discontinue The Warehouse - Clunes Special Committee.
- 13.2.2. Write to all current and former Special Committee members to thank them for their valuable contribution to The Warehouse - Clunes.

MOTION

That Council:

- 13.2.1. *Discontinue The Warehouse - Clunes Special Committee.*
- 13.2.2. *Write to all current and former Special Committee members (including the Clunes Museum Committee preceding The Warehouse for a period of 5 years) to thank them for their valuable contribution to The Warehouse - Clunes.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried.

14. CONFIDENTIAL ITEMS

There were no confidential items

15. CLOSE OF MEETING

The meeting closed at 8.48pm
