

Hepburn

SHIRE COUNCIL

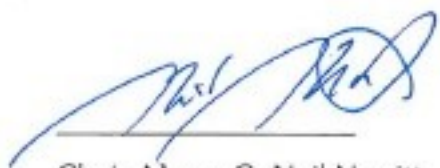
HEPBURN SHIRE COUNCIL ORDINARY MEETING OF COUNCIL MINUTES

TUESDAY 19 JULY 2016

THE WAREHOUSE - CLUNES
36 FRASER STREET, CLUNES
6:00PM

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Confirmed at the Ordinary Meeting of Council
held on Tuesday 15 August 2016



Chair, Mayor Cr Neil Newitt

MINUTES

TUESDAY 19 JULY 2016

The Warehouse-Clunes
36 Fraser Street, Clunes
Commencing 6:00PM

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AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
19 JULY 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 BILL MCCLENAGHAN, COUNCILLOR GREG MAY, COUNCILLOR PIERRE NICLAS, COUNCILLOR DON HENDERSON, COUNCILLOR KATE REDWOOD AM, COUNCILLOR SEBASTIAN KLEIN

IN ATTENDANCE: CHIEF EXECUTIVE OFFICER AARON VAN EGMOND, GENERAL MANAGER CORPORATE SERVICES GRANT SCHUSTER, GENERAL MANAGER COMMUNITY SERVICES KATHLEEN BRANNIGAN, GENERAL MANAGER INFRASTRUCTURE BRUCE LUCAS, MANAGER PLANNING JUSTIN FIDDES, MANAGER COMMUNITY AND ECONOMIC DEVELOPMENT MARK TRAVERS

STATEMENT OF COMMITMENT

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

3. APOLOGIES

Nil

4. DECLARATIONS OF CONFLICTS OF INTEREST

Cr Redwood declared a conflict of interest in item 11.3 concerning the former police station in Camp Street, due to her role on the committee of management for the Daylesford Neighbourhood Centre.

5. CONFIRMATION OF MINUTES

RECOMMENDATION

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

5.1.1 Ordinary Meeting of Council held on 21 June 2016

5.1.2 Special Meeting of Council held on 21 June 2016

Following initially moving a motion as per the recommendation, Cr McClenaghan identified that the date of the special meeting was incorrectly stated as 21 June 2016 rather than 7 June 2016. Therefore, the following motion was amended and re-voted on accordingly.

MOTION

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

5.1.1. Ordinary Meeting of Council held on 21 June 2016

5.1.2. Special Meeting of Council held on 7 June 2016

Moved: Councillor Don Henderson

Seconded: Councillor Sebastian Klein

Carried

6. NOTICES OF MOTION

6.1. ACKNOWLEDGEMENT OF AUSTRALIAN HOUSING AWARDS - APPRENTICE OF THE YEAR RECIPIENT 2016

DATE: 7 JULY 2016

NOTICE OF MOTION

- 6.1.1. *That Council acknowledges and congratulates Jake Laidlaw of Creswick upon being awarded National Apprentice of the Year in building and construction.*
- 6.1.2. *That the Mayor writes to Jake Laidlaw informing him of the recognition by Hepburn Shire Council.*

BACKGROUND

Jake Laidlaw is a 21 year old building apprentice who has been described by his employer who nominated him as the best apprentice he has ever seen in his 37 years in the industry. Jake is also an active young person in Creswick. He is also renovating three homes on his own account in his spare time. This award is one that is extremely competitive and only happens after an exhaustive test of theory and practice against the clock. Given the huge numbers of apprentices throughout Australia it is a great honour for a young person from our shire to be awarded this honour.

Councillor Name: Don Henderson, Creswick Ward

Councillor Signature:



Acting Chief Executive Officer: Grant Schuster

Acting Chief Executive Officer Signature:



MOTION

- 6.1.1. *That Council acknowledges and congratulates Jake Laidlaw of Creswick upon being awarded National Apprentice of the Year in building and construction.*
- 6.1.2. *That the Mayor writes to Jake Laidlaw informing him of the recognition by Hepburn Shire Council.*

Moved: Councillor Don Henderson

Seconded: Councillor Bill McClenaghan

Carried

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Neil Newitt, Cameron Ward

I start my report this month by reporting I took the opportunity to visit Adelaide, the Fleurieu Peninsula and the historic villages in the Adelaide hills recently during the school holidays.

I took note particularly around the areas of tourism and facilities for both the visitors and residents.

Although the school holidays had yet to begin, and the weather that week was generally bleak and wet, interestingly there were still a substantial number of visitors out in force in those historic villages.

So I would like to report back to council on events I attended this past month that are important to both our visitor and resident economies.

Following the Easter convention of the Jackaroo 4WD Club held in Clunes, the organisers returned to Clunes to donate further money to local community groups. During their visit, the club were very proactive in encouraging their members to support the local businesses (not only in Clunes but also over in Creswick). Apart from donations received at the time, the club recently returned with additional donations to the CFA, Clunes Agricultural Society and the Clunes Tourist and Development Association.

I along with other Councillor colleagues attended the opening of extensions at the Hepburn Bathhouse outdoor areas. Funding from RDV and Council in the vicinity of \$250,000 each has contributed to upgrades and attractions able to be enjoyed year round. The day of the opening was one of the coldest yet this winter - one where we had watched snow and sleet through the council chamber windows. Appropriately, the new additions are designed to enhance the facilities activities for year round participation by visitors and locals.

In conclusion, I attended the announcement recently of \$27,000 from the State Government to go to the Clunes Farmer's Market. It will be used to promote the market, to attract more stallholders and visitors. It will go toward strengthening the developing market, for the enjoyment of both visitors and residents to Clunes and the wider area.

COUNCILLOR REPORTS

Councillor Don Henderson, Creswick Ward

Unfortunately earlier today I attended the funeral of one of our last Second World War veterans. Len Robins was an ordinary man who served his country. He was very much loved by the Creswick community as a man of generosity and good humour. It was fitting that the first funeral in the Creswick RSL was his because he had built the building over 70 years ago. Len was also the last man to operate the Creswick battery as a volunteer after it was saved by the Creswick Shire from demolition. He also drove the shire grader and often lamented that he could not hop on and fix some roads. He worked into his 80th year and left us at 95.

Last Saturday I attended the Walking and Cycling Strategy consultations in Creswick. Pedestrians and cyclists came in diverse numbers to have their say. Some wanted big things and others just a few metres of path to link existing ones.

Councillor Pierre Niclas, Birch Ward

No report provided

Councillor Sebastian Klein, Coliban Ward

Throughout the last month I:

Attended the Trentham CFA Annual Dinner

Spoke at the Loddon Mallee Community Leadership Program about the big picture of Local Government - rate capping, tough decisions and provision of services

Was at the Woodend Democratic Renewal meeting where I spoke alongside Annie Bolitho (who ran the Darebin participatory-budgeting process) about different forms of deliberative and participatory democracy processes.

Spent much of my time discussing with community members far and wide matters around the new Mechanics in Trentham, including a working group of community members brought together because of their willingness to work towards a compromise solution. The group were strongly supportive of a citizens' jury process, but a couple of them have apparently taken a different stance tonight.

Despite the diversity of views, I remain hopeful of a compromise that might not just achieve a community facility fitting the community's needs now, but also into the future. A solution that might also preserve the most important thing - our sense of community.

Councillor Greg May, Creswick Ward

I am pleased to report that on the 5th of this month the very first meeting of the Shire's White Ribbon Committee took place. I attended the meeting along with Councillor Redwood, Kathleen Brannigan and four of the other committee members and hopefully together we took the first tentative steps towards ending violence against women in the Hepburn Shire. Also in attendance at the meeting was Mr Bob Maika who is a past president of the Ballarat White Ribbon Committee and also a White Ribbon Ambassador in Ballarat. Bob spoke to us about his many years on the Ballarat White Ribbon Committee and passed on a great deal of valuable information which will give the Hepburn Shire Committee guidance in its operation going forward. One of the goals of the committee is to induct ambassadors from the community, whose role it will be to take the White Ribbon message back into their community group or sporting club.

Last week I also attended a meeting of the Kingston Avenue of Honour. Members of the committee have regular meetings with council staff regarding the Avenue and reported that they are very pleased with this process as well as the current condition of the avenue. The committee is working hard on plans for a major event in 2018 to celebrate the centenary of the planting of the Avenue of Honour trees in 1918. Discussions have taken place with council staff regarding additional signage for the avenue and it is hoped that it can be in keeping with the planned new, shire wide township signage.

Something else of interest to note in my report is the planned improvements to mobile phone coverage in the Smeaton area. Unfortunately Smeaton has very poor mobile phone coverage and unfortunately it did not receive funding under the Mobile Black Spot program. Smeaton is to receive a small cell 4G base station which will have nowhere near the coverage of a regular transmitter but should see an improvement in the immediate township area.

Last Saturday morning I also called at the Creswick Hub see what the people of Creswick had proposed for the Shire's Walking and Cycling Strategy. Even though my visit was early in the session there had already been a good number of locals through the doors to pass on their thoughts to council officers in attendance.

Councillor Bill McClenaghan, Holcombe Ward

One of the big projects to be undertaken in Glenlyon in the months ahead will be the refurbishment of the old Glenlyon Shire Hall and associated streetscape works. These streetscape works outside the old hall and the Glenlyon Store will be carried out by Council however the works to refurbish the Hall will be managed by a community committee of management being the Glenlyon Progress Association Incorporated.

This project was discussed at their recent meeting on 27th June and it will be a high priority to utilize local trades people and local volunteers keen to help out wherever they can. This will be a project quite uncommon in any Council driven process where competitive quotes & tenders determine who gets hired.

This project also shows how a small volunteer community group, enthusiastic and properly motivated and supported by external funding can undertake a significant refurbishment project on a much loved old hall.

On Monday 11th July I attended the AGM of the Glenlyon and Upper Loddon Landcare Group and chaired the election of a new committee after a hugely successful year. New pathways along the Loddon River have been created and spread with gravel as part of the Bio-Link Walk. As reported last month, Federal funding has been received for another footbridge over the Loddon.

On Tuesday 12th July, I attended the opening of a new outdoor bathing area at the Hepburn Bathhouse and Spa complex in Hepburn Springs. With snow having fallen that day, the experience of bathing in warm mineral water on an outdoor deck whilst breathing cool, fresh air in the Spring Creek valley would be most profound.

On Friday 15th July, members of the Jim Crow Planning Group met on Batts Bridge at Yandoit to discuss the possibility of changing the group's name to Jum-Cra, an indigenous name for the area.

Yesterday, I attended the raising of the aboriginal flag at the Daylesford Police Station along with the CEO and Cr. Redwood and a sizeable police contingent.

Councillor Kate Redwood AM, Birch Ward

On 5 July 2015, the first day of NAIDOC week, a ceremony was held to celebrate the raising of the Aboriginal flag permanently over the Shire's town hall at Daylesford. This year, for the first time, the Shire has held a program of NAIDOC events across the Shire. I was delighted to fill in for the mayor Cr Newitt at the smoking ceremony in Clunes, which was the opening event for our NAIDOC week, and to attend the story telling for children in the Daylesford library later in the week. I have also been involved with discussions with members of the Yandoit planning group, after the meeting that Cr McClenaghan and I attended, about their proposed name change from Jim Crow to Jumcraa. Yesterday I attended the Daylesford Police raising of the Aboriginal flag outside their police station - another first. I have also been involved with a small group of volunteers associated with the Cinema, making a new Acknowledgement of Country film clip to show before all programs shown at the Cinema.

This time last year I convened a meeting of representatives of agencies that work with victims of family violence. This was an opportunity to hear of the situation in our

Shire. It is pleasing to report that we are now 12 months later, taking active steps to prevent family violence with the establishment of a White Ribbon Committee and last week I attended the first meeting of the Shire's White Ribbon Committee meeting chaired by Cr May.

Last week I also attended the annual celebration of Bastille Day, held in the Daylesford Town Hall and enjoyed by a crowd of francofiles with the Daylesford brass band providing French themed entertainment. Little did we know that within 24 hours there would be such a terrible carnage to innocent people attending a large Bastille Day celebration in Nice. I reflect that we here in Australia are so fortunate that our freedom to use public space is not threatened.

I attended the walking and cycling strategy consultation and shared ideas with members of the public and staff. There was strong interest in extending the opportunities for both walking and cycling for residents and for visitors, with many practical suggestions put forward.

The month has seen an emergence of interest from a number of women likely to stand for Council in the forthcoming elections. I have had conversations with several women encouraging them to stand and offering assistance.

Finally I have attended the various statutory meetings over the month including the annual performance appraisal of our CEO Mr Van Egmond.

RECOMMENDATION

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

MOTION

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

Moved: Councillor Don Henderson

Seconded: Councillor Sebastian Klein

Carried

9. PUBLIC PARTICIPATION TIME

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

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

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

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

9.1. PETITION - TO UPGRADE FOOTPATH & IMPROVE LIGHTING ON MELBOURNE ROAD, CRESWICK

SUMMARY

Council has received a Petition with 61 signatures (19 signatures compliant and 42 non-compliant with Local Law No 1) from the community which states:

Melbourne Road in Creswick needs a proper concrete footpath and better lighting to support a growing diversity of pedestrian traffic. From the elderly with frames, parents with prams, kids walking to school, workers walking to the bus stop in the dark to disabled students getting taxis, they all deserve a safe and properly lit modern footpath to get to where they are going. With growing concerns for personal safety in Creswick comes a need to improve lighting in Melbourne Road. We have reports of people walking down the middle of the road early in the morning to catch a bus as they can't see their way on the often slippery track and are fearful of being mugged. There is also a report of an elderly woman having a fall from her frame due to the uneven state of the current track. Kids arrive to school with wet and muddy feet and parents struggle to push prams. An elderly woman with a disabled son has to get his taxi to park on the path outside her house so that he doesn't hurt himself getting in. With a growing population aided by Council approved subdivisions & multi dwelling building developments it is with urgent necessity that the Hepburn Shire upgrade the footpath and improve lighting in Melbourne Road, Creswick.

We the undersigned, are concerned citizens who urge Hepburn Shire to urgently upgrade the footpath and improve lighting on Melbourne Road, Creswick.

ISSUE / DISCUSSION

Council is currently undertaking a review of our Walking and Cycling Strategy – Chapter 11 Priority Projects. This project is currently in the consultation phase and Council is seeking ideas from the community for potential inclusion in the updated Walking and Cycling Strategy.

To facilitate the works requested through this petition to be appropriately considered and included in the updated strategy, it is recommended that Council considers this matter immediately as permitted by Local Law No 1 in preference to seeking a further report to a subsequent Council meeting.

This approach will allow the best opportunity for community consultation and timely consideration of the project along with all other potential works. The strategy review and consideration of priority projects is expected to be completed in September 2016.

RECOMMENDATION

That Council:

- 9.1.1. Receives the Petition requesting Council to upgrade footpath and improve lighting along Melbourne Road, Creswick.
- 9.1.2. Refers the proposed footpath upgrades for consideration as part of Council's Walking and Cycling Strategy Priorities Projects, which is in the consultation phase and is seeking ideas from the community.
- 9.1.3. Requests Council officers undertaking the project to contact the head petitioner to understand the proposal further as part of the consultation that is underway.
- 9.1.4. Advises the head petitioner of the above.

MOTION

That Council:

- 9.1.1. *Receives the Petition requesting Council to upgrade footpath and improve lighting along Melbourne Road, Creswick.*
- 9.1.2. *Refers the proposed footpath upgrades for consideration as part of Council's Walking and Cycling Strategy Priorities Projects, which is in the consultation phase and is seeking ideas from the community.*
- 9.1.3. *Requests Council officers undertaking the project to contact the head petitioner to understand the proposal further as part of the consultation that is underway.*
- 9.1.4. *Advises the head petitioner of the above.*

Moved: Councillor Kate Redwood AM

Seconded: Councillor Don Henderson

Carried

9.2. QUESTIONS

Question 1: From Mr John Goudie

Would you please give an update on the Hepburn Hub. For the continued information of Council, it is likely that there will be candidates for a majority of seats in the upcoming Hepburn Shire Council election who, if elected, will seek to have the decision to build any possible future Hub in the Daylesford Town Hall rescinded in favour of the Lost Children Reserve

Would you please give an update on the Hepburn Hub?

Answered by Mayor Councillor Neil Newitt

Following extensive consultation on the spaces required in the Hub and concept designs, Council resolved in July 2015 to confirm the Daylesford Town Hall and Swimming Pool site for the proposed Hepburn Hub in accordance with Concept 02.

Since the July 2015 resolution of Council, the project has been progressing through planning permit, detailed design and seeking funding.

The planning permit process has taken longer than anticipated as we work through ways to improve the heritage outcomes with Council's Heritage Advisor.

The project has been successful in obtaining \$700,000 of funding to date for the swimming pool upgrades and new library at the Town Hall and Swimming Pool site.

Council continues to work towards the best possible outcome in delivering the Hepburn Hub for the Shire.

Question 2: From Ms Cate Evans

A meeting of invited community members by council was held in Trentham on the 15th July to discuss broad base community consultation processes regarding the Trentham hub and to endorse a most suitable one to proceed with. Council received majority support for their view of a Citizens Jury. However, it was not made clear to the invitees by council that "once the Citizen's Jury process is completed these community members will be asked to confirm that the process undertaken was what had been agreed". It appears to me that council is deferring responsibility of the decision making process to this unofficial small working group by firstly gaining their endorsement of council's pre-determined view on the broad base community consultation process and secondly, gaining their endorsement of the recommendation of the Citizen's Jury that is provided to council for only consideration, not determination.

Why does council need insurance or reassurance by asking this group to confirm the process after its' completion, when council's announcement of their decision to the community, via this exclusive meeting, should be sufficient?

Answered by Mayor Councillor Neil Newitt

The purpose of the meeting on Friday was to discuss consultation options, hear from New Democracy and to get a gauge of community sentiment about the proposed consultation process.

Further discussion on the role of this group will be discussed during our agenda item 11.2 this evening.

Question 3: From Ms Cate Evans

If there was accurate site representation and analysis and broad based community consultation on site choice, we would not be in the position we are in now. Residents are paying the price for a significant error of judgment made by council. The New Democracy appears to work in big cities with big problems, where jurors have the safety of anonymity, but would it work in our intimate community? There is a strong

possibility that our citizen's jury will be hung, due to the likelihood of the randomly chosen members already having a view, being overwhelmed with all the cases presented to them, being recognised and harassed to form a particular view, as has happened before, and having to live within the community after their recommendation. The community is now well aware of site choices, the opposition to demolishing the hall and proposals of future purpose for the hall. Council have all the information they need to make a decision regarding a suitable site for the Trentham hub that will be optimally accepted by the community; to build the hub on their own land as there are no further architectural re-design costs, construction can begin immediately upon funding, no interruption to activities, three times more parking space, close to other community amenities and viable options for the Institute without council support. The biggest challenge will be re-naming the facility. A name from the Dja Dja Wurrung language would be appropriate.

Will council stop dancing around the glaringly obvious, take the bull by the horns, utilise the information provided by the community consultation meetings earlier in the year and make the best decision to build Trentham's long overdue facility on their own land?

Answered by Mayor Councillor Neil Newitt

At its June 2016 meeting, Council resolved to endorse an additional consultation process to progress the creation of the Trentham Community Hub on a suitable site. The consultation process is being considered at item 11.2 on tonight's agenda.

9.3. REQUESTS TO ADDRESS COUNCIL

1. Mr Dennis Trewhella addressed Council in relation to the Trentham Hub project.
2. Mr David McCallum addressed Council in relation to the Trentham Hub project.

10. STATUTORY PLANNING REPORTS

10.1. DEVELOPMENT OF SIX DWELLINGS, SUBDIVISION OF THE LAND INTO SIX LOTS, REMOVAL OF VEGETATION, A SITE CUT GREATER THAN ONE METRE AND A NEW ROAD OPENING WITHIN A ROAD ZONE 1 AT 25 KING STREET DAYLESFORD

CHIEF EXECUTIVE OFFICER

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

PURPOSE

The purpose of this report is for Council to make a determination on the application to develop the land for six dwellings, six lot subdivision, removal of vegetation, a site cut greater than one metre and a new road opening within a Road Zone 1 at 25 King Street, Daylesford.

BACKGROUND

A permit application was lodged on the 20/08/2014 for the development of eight dwellings and a eight lot subdivision at 25 King Street, Daylesford. After concerns were raised in relation to the proposed development, the application was amended to reduce the number of dwellings and lots on the site from eight (8) to six (6). The dwellings are of a contemporary design and are proposed to be located in pairs behind each other on the King Street frontage and can be described as follows:

- Dwellings 1-4 are double storey dwellings.
- Dwellings 5 & 6 are three storey dwellings.
- All dwellings have two car spaces.
- One visitor car space would be provided on the land.
- All dwellings are proposed to have three bedrooms.
- Open space for each of the dwellings is provided in the form of balconies/terraces and an internal courtyard.
- Materials and finishes include charcoal stained timber battens, brick footings, black painted steel, glass balustrade and zincalume metal roof sheeting.
- new timber paling fence along the north boundary.
- Heights of the dwellings would vary across the site from 6.5m to 11.5m.

The development would result in the removal of all the existing vegetation from the land, would include a site cut of greater than one metre and the placement of fill. The development would create a new road opening on the King Street frontage and a driveway located along the north boundary. The proposed lot sizes range from 165sqm to 359sqm including common property of 630sqm.

The land has a 20.6m frontage to King Street and 105.6m length along its north boundary, having a total area of 2169sqm. The land contains scattered vegetation and slopes upwards from the King Street frontage towards the rear east and north boundaries. Adjoining development comprises a mixture of architectural designs and densities including single and double storey levels.

The Applicant was advised both verbally and in writing that the height of the two rear dwellings was too high and not in keeping with the predominate building height in the precinct and would not be supported by Officers.

The land is zoned General Residential Zone (GRZ), is subject to an Environmental Significance Overlay – Schedule 1 & 2 (ESO1 & ESO2), Neighbourhood Character Overlay - Schedule 1 (NCO1) and part Heritage Overlay - Schedule 898 (HO 898). Both the HO and the NCO1 include vegetation controls.

The application was advertised to adjoining and adjacent landowners as a result, four objections have been received.

The application was referred to Goulburn Murray Water (GMW), Central Highlands Water (CHW), Telstra, Powercor, Tenix and Vic Roads pursuant to Clause 66 of the Hepburn Planning Scheme. All have given conditional consent to the proposal. The application was referred to Councils Engineering who has given conditional consent. Council's Heritage Advisor raised concern with the overall height of the two rear dwellings.

A Cultural Heritage Plan has been prepared and approved as triggered by the Aboriginal Heritage Act 2006. Any permit issued will include reference to the approved plan and its recommendations.

ISSUE/DISCUSSION

State and Local Policy

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

The subject site is located within urban growth boundary on the Daylesford Structure Plan where infill development is encouraged (Clause 21.05 Settlement and Housing Clause 22.08 seeks to maintain and enhance the character and amenity of residential areas in Daylesford. This policy applies to all land within a Daylesford Neighbourhood Character Precinct. As well as an objective to maintain and enhance the character and amenity of residential areas in Daylesford there are objectives to:

- *integrate new development into the topography and landform of the neighbourhood;*
- *ensure the siting and site coverage of new development reinforces the preferred character of the residential area;*
- *ensure vehicle access and storage does not compromise the character and amenity of the residential area;*
- *ensure new development reflects the height, scale, building form, appearance and underlying character of the surrounding residential area;*

Clause 15.03-1 refers to Heritage Conservation and includes in its objective to ensure the conservation of places of heritage significance. Part of the site (rear section of the site) is affected by Heritage Overlay 898 - Cornish Hill Mining Precinct. Council's heritage advisor has raised concern with the overall height of the two rear dwellings which are located in the part of the site affected by the Heritage Overlay as the dwellings would not be sympathetic with the existing scale of buildings in this precinct and would detract from the valued aspects of the Cornish Hill Precinct.

Zoning and Overlay Provisions

The purpose of the General Residential Zone (GRZ) is to encourage development that respects the neighbourhood character of the area and to provide a diversity of housing types in locations offering good access to services and transport.

The proposal will meet the objectives of the Environmental Significance Overlay – Schedule 1 & 2 by being connected to reticulated sewer and water. All stormwater will be controlled by being directed to the legal point of discharge. Conditions will be placed on the permit to control runoff during construction.

The subject site falls within a Neighbourhood Character Overlay - Schedule 1 - Precinct 13 which seeks the following preferred neighbour character outcomes:

- *Encouraging the retention and planting of large trees;*
- *Ensuring buildings are setback from both side boundaries;*
- *Ensuring a balance between buildings and garden areas;*
- *Ensuring buildings are sited within the landscape to minimise excavation;*
- *Ensuring development is sited to minimise visual impact from the lake environs;*
- *Encouraging the use of timber or other non-masonry materials and non reflective corrugated iron roofing materials, where possible;*

The development achieves part of the neighbourhood character objectives including use of materials and overall design, the development fails on the scale and height of the two rear dwellings (dwellings 5 & 6) which are considered excessive and not in keeping with the predominate height of dwellings existing in this precinct and encouraged in the objectives and outcomes of this overlay. The impact of this height

is compounded by the development not being able to achieve a number of objectives in Clause 55, including building height Clause 55.03-2, Clause 55.02-1, neighbourhood character and Clause 55.04-1 side and rear setbacks. The removal of the proposed second level to dwellings 5 & 6 would allow the development height and scale to better reflect the outcomes and objectives sought by both the NCO1, Clause 55 and be consistent with the existing character of the area.

The NCO1 and Heritage Overlay does encourage the retention of existing vegetation. given the complexities of the sloping site and the underlying zoning of the land, the requirement for a detail landscape plan would aid in achieving a balance between built form and vegetation on this site.

Heritage Overlay - HO 898 - Cornish Hill Mining Precinct.

Particular Provisions

Clause 52.01 – Provision of open space

This Clause refers to the public open space contribution and provides that a person who proposes to subdivide land must make a contribution to Council for public open space in an amount specified in the schedule to this clause, which is specified at 5% in this instance unless a subdivision is exempt from a public open space requirement, if:

- *The subdivision of a building used for residential purposes provided each lot contains part of the building. The building must have been constructed or used for residential purposes immediately before 30 October 1989 or a planning permit must have been issued for the building to be constructed or used for residential purposes immediately before that date.*
- *It subdivides land into two lots and the council considers it unlikely that each lot will be further subdivided.*

As the subdivision is not exempted as listed above, the subdivision will include a requirement for the provision of open space.

Clause 52.06 refers to car parking and requires the provision of two spaces to each three or more bedroom dwellings and one space for visitors to every five dwellings. The proposal would provide two spaces for every dwelling and one visitor space.

Clause 55 & 56

An application for two or more dwellings and subdivision must be assessed against Clause 55 - Two or more dwellings on a lot & Clause 56 - Residential subdivision.

The development generally achieves the objectives of Clause 55 with the exception of height of a building and setbacks. The development is limited to a 35% site coverage, providing sufficient set backs from boundaries to allow complementary landscaping within the site at ground level and providing adequate car parking and access.

The development achieves the objectives of Clause 56 by providing lots of sufficient size to accommodate a dwelling. All lots have appropriate solar orientation and would be fully reticulated.

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

N/A

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

N/A

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The application has been advertised by sending notification of the proposal to adjoining and adjacent owners and occupiers, a notice on the land and a notice in the newspaper. As a result, four objections have been received which can be summarised below. Each point is addressed by Council Officer in italics:

- The development is an over development for this site
Overdevelopment can be assessed by a development achieving compliance with the relevant triggers for the permit and in this instance is Clause 55, NCO1 and Clause 56. The density of development proposed for this site is considered satisfactory and would achieve similar densities existing in the area and achieve compliance with Clause 55 in relation to site coverage, open space, and car parking. The issue of height and scale can be achieved through appropriate conditions.
- Units 5 & 6 are too high and the balconies will overlook the adjoining properties.
A permit condition will require the removal of the upper levels on dwellings 5 & 6, achieving a better design response for this site. All proposed balconies include privacy screens in accordance with Clause 55.04-6 of the Hepburn Planning Scheme.
- What type of retaining wall and how deep on the north boundary

The plans indicate a concrete retaining wall along this boundary and the heights vary due to the slope of the slope from 1m up to 4m. Any retaining wall constructed would require a Structural Engineers report to achieve compliance with Building Regulations.

- The location of the sewer line would impact our toilets on the adjoining lots
The location of the sewer line on the subject site is managed and controlled by CHW.
- There is a water course through the land, how is the development going to manage stormwater?
Referral to GMW & CHW have ensured the site will be managed in an appropriate manner to achieve best practice in relation to stormwater and effluent management. Council's Engineering department would require a detail stormwater management plan and report so the development achieves pre development flows and is able to control stormwater flows from this site.
- Daylesford has many mine shafts and unstable land
The development if approved would include soil and engineering reports to ensure that the land is stable as required under building regulations.
- There is insufficient car parking provided on the land
The proposal would achieve compliance with Clause 52.06 - car parking, two spaces per dwelling based on three bedrooms and one visitor space. A total of thirteen spaces would be provided on the land
- The development would create a minimum of 12 bins which would be unsightly on the King Street frontage.
Garbage and recycle bin storage would be required to be provided on the road reserve of King Street for the collection of garbage bins from the development in line with existing adjoining development.
- The layout of the units would not allow disabled residents.
Dwelling diversity is encouraged in developments of ten or more dwellings.
- The development lacks any traffic management
All cars entering and exiting the site would be required to be undertaken in a forward motion. Vic Roads as the relevant road Manager has not objected to the proposal and any new access onto King Street would be required to be undertaken in accordance with Vic Roads requirements.
- The dwellings will destroy our view to the lake and overshadow our property for most of the day.
The shadow diagrams indicate there is some overshadowing to the adjoining property to the south at 12.00pm to 3.00pm. However, the extent of overshadowing would achieve compliance with the standards as required by Standard B21. Given the location of the house under construction on the adjoining lot at 27a King Street, any development on the subject site, whether single or double storey would impact the limited views to the lake.

CONCLUSION

The proposed development and subdivision supports the objectives and outcomes of infill development as stated in the State and Local policies of the Hepburn Planning Scheme. The subject site is located within the defined urban growth boundary on the Daylesford Structure Plan where development is encouraged. The proposed dwellings subject to the removal of the upper levels to Dwellings 5 & 6 would allow the development height and scale to better reflect the outcomes and objectives sought by both the NCO1, Clause 55 and be consistent with the existing character of the area.

OFFICER'S RECOMMENDATION

That Council having caused notice of planning application PA 581 to be given under Section 52 of the Planning and Environment Act 1987, and having considered all the matters required under Section 60 of the Act decides to issue a Notice of Decision to Grant a Permit under the provisions of Clauses 32.08-2 & 4, 42.01-2, 43.01-1 & 43.05-2 of the Hepburn Planning Scheme in respect of the land known and described as 25 King Street, Daylesford for the construction of six dwellings, a six lot subdivision, removal of vegetation, a site cut greater than one metre and a new road opening within RZ1 with the application dated 9/11/2015 subject to the following conditions:

10.1.1. AMENDED PLANS REQUIRED

Before the development start(s), amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

- a) Removal of the upper floor levels and balconies (shown as Level 02 on the plans) of dwellings 5 & 6.
- b) All windows/doors and balcony areas of the new dwellings must comply with Clause 55.04-6 of the Hepburn Planning Scheme to limit views into existing secluded private open space and habitable room windows
- c) Non-reflective roof material.

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

10.1.2. LAYOUT NOT ALTERED

The development as shown on the endorsed plans must not be altered with the further consent from the Responsible Authority

10.1.3. ENGINEERING

Stormwater Drainage

- All underground and surface drainage works that are considered necessary by the Responsible Authority shall be constructed in accordance with professionally prepared plans and computations to be provided by the developer and approved by the Responsible Authority prior to the commencement of construction. The drainage works shall include the provision of an onsite stormwater detention system designed to ensure that the post development runoff does not exceed pre development runoff from the development. The drainage works shall be installed to transport stormwater runoff from the subject land and surrounding land or adjoining road(s) to an approved point of discharge. No stormwater shall drain or discharge from the land to adjoining properties. The drainage system must be completed prior to the issue of the statement of compliance.
- Return period for a Detention system is to be 1 in 10 years where there is overland escape path and 1 in 100 years if the failure of the detention system will cause property damage or inundation of freehold titles.
- Stormwater shall be connected to the legal point of discharge to the satisfaction of the Responsible Authority. No stormwater shall drain or discharge from the land to adjoining properties.
- All drainage easements deemed necessary by the Responsible Authority shall be provided by the Developer regardless of whether they are through the subject land or through other titles. The minimum width of drainage easements shall be 2.0m.

Access

- Vehicle access/crossing to the development is to be located, constructed and maintained to the satisfaction of the Responsible Authority.
- Vehicle access/crossing to the development is to be constructed of concrete and in accordance with Infrastructure Design Manual Standard drawing SD 260.
- Access and egress to the property shall be in a forward motion. Vehicle turn around must be provided within the property.

- If the grades through vehicle crossing exceed 1:10, professionally prepared plans shall be provided to demonstrate that safe and convenient vehicle access can be provided to the development.
- Minimum 10.0m and 9.0m clearance shall be maintained from any road intersection and between adjacent crossovers respectively.
- Any proposed vehicular crossing shall have satisfactory clearance to any side-entry pit, power or Telecommunications pole, manhole cover or marker, or street tree. Any relocation, alteration or replacement required shall be in accordance with the requirements of the relevant Authority and shall be at the applicant's expense.
- Common property road shall include:
 - a. concrete/asphalt pavements and kerb and channel
 - b. Minimum 4.0m wide pavement and 1.5m concrete footpath on one side

All works must construct and complete prior statement of compliance.

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

10.1.4. CONTROL OF LIGHT SPILL

External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the responsible authority

10.1.5. COMPLETION OF LANDSCAPING

Before the use/occupation of the development starts or by such later date as is approved by the responsible authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority

10.1.6. LANDSCAPING MAINTENANCE

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the responsible authority, including that any dead, diseased or damaged plants are to be replaced.

10.1.7. VIC ROADS

- a) Vehicles are able to enter and exit in a forward direction.
- b) The crossover is to be constructed to the satisfaction of the Responsible Authority

10.1.8. CENTRAL HIGHLANDS WATER

- a) Any plan lodged for certification will be referred to the Central Highlands Region Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.
- b) Reticulated sewerage facilities must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant
- c) A reticulated water supply must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.
- d) The owner will provide easements to the satisfaction of the Central Highlands Region Water Corporation, which will include easements for pipelines or ancillary purposes in favour of the Central Highlands Region Water Corporation, over all existing and proposed sewerage facilities within the proposal.
- e) If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

Note to applicant: Please note there is an existing Sewer main located within the property. An easement with a minimum 3.0m width will be required.

10.1.9. TENIX

The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

10.1.10. POWERCOR AUSTRALIA LTD

- a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
- b) The applicant shall:-
 - Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.

- Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
- Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
- Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
- Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.

- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.
- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

10.1.11. PAYMENT IN LIEU OF OPEN SPACE PROVISION

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

10.1.12. TELECOMMUNICATION SERVICES

The owner of the land must enter into an agreement with:

- a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

10.1.13. GOULBURN-MURAY WATER

(a) Each lot and dwelling must be provided with connection to the reticulated sewerage system in accordance with the requirements of Central Highlands Water.

(b) All works within the subdivision must be done in accordance with EPA Publication 960 "Doing It Right on Subdivisions, Temporary Environmental Protection Measures for Subdivision Construction Sites", September 2004.

(c) All stormwater discharged from the site must meet the urban run-off objectives and Standard C25 as specified in Clause 56.07-4 of the Victorian Planning Provisions. All infrastructure and works to manage stormwater must be in accordance with the requirements of the Responsible Authority.

10.1.14. CONSTRUCTION MANAGEMENT PLAN

Prior to the commencement of any works, a construction management plan shall be submitted to and approved by the responsible authority. The construction management plan must address, but is not limited to:

- (a) Control of off-site dust emissions during construction works;
- (b) Hours and days of construction, control of noise and airborne matter, deliveries, vehicle access, worker car parking, damage to public assets, and contact numbers for complaints.
- (c) Provision of a truck wheel-wash so that vehicles leaving the site do not deposit mud or other materials on roadways.
- (d) Hard waste management;
- (e) Measures by which vehicles associated with the construction workers of the approved development will be discouraged from parking within nearby residential streets
- (f) The location of hoardings, hoists and workers amenities.
- (g) Storage of building materials and waste and material stockpiles, to be located outside the tree canopy of the adjoining Oak tree.

All works must accord with the approved construction management plan to the satisfaction of the responsible authority.

The above plan must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. Two (2) copies must be provided.

10.1.15. CULTURAL HERITAGE

The recommendations of the approved Cultural Heritage Management Plan No 14024 must be adhered to under the Aboriginal Heritage Act 2006.

10.1.16. PLANT, EQUIPMENT OR OTHER ROOF TOP FEATURES

No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted above the roof level of the building(s) without the written consent of the Responsible Authority.

10.1.17. PLANS TO BE ENDORSED

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

Notes:

This permit will expire if the permitted development is not started within two years of the date of this permit, or is not completed within four years of that date.

The responsible authority may extend these periods 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.

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

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

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

MOTION

That Council having caused notice of planning application PA 581 to be given under Section 52 of the Planning and Environment Act 1987, and having considered all the matters required under Section 60 of the Act decides to issue a **Notice of Decision to Grant a Permit** under the provisions of Clauses 32.08-2 & 4, 42.01-2, 43.01-1 & 43.05-2 of the Hepburn Planning Scheme in respect of the land known and described as 25 King Street, Daylesford for the construction of six dwellings, a six lot subdivision, removal of vegetation, a site cut greater than one metre and a new road opening within RZ1 with the application dated 9/11/2015 subject to the following conditions:

10.1.1. **AMENDED PLANS REQUIRED**

Before the development start(s), amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

- (a) Removal of the upper floor levels and balconies (shown as Level 02 on the plans) of dwellings 5 & 6.
- (b) All windows/doors and balcony areas of the new dwellings must comply with Clause 55.04-6 of the Hepburn Planning Scheme to limit views into existing secluded private open space and habitable room windows
- (c) Non-reflective roof material.

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

10.1.2. **LAYOUT NOT ALTERED**

The development as shown on the endorsed plans must not be altered with the further consent from the Responsible Authority

10.1.3. **ENGINEERING**

Stormwater Drainage

- All underground and surface drainage works that are considered necessary by the Responsible Authority shall be constructed in

accordance with professionally prepared plans and computations to be provided by the developer and approved by the Responsible Authority prior to the commencement of construction. The drainage works shall include the provision of an onsite stormwater detention system designed to ensure that the post development runoff does not exceed pre development runoff from the development. The drainage works shall be installed to transport stormwater runoff from the subject land and surrounding land or adjoining road(s) to an approved point of discharge. No stormwater shall drain or discharge from the land to adjoining properties. The drainage system must be completed prior to the issue of the statement of compliance.

- *Return period for a Detention system is to be 1 in 10 years where there is overland escape path and 1 in 100 years if the failure of the detention system will cause property damage or inundation of freehold titles.*
- *Stormwater shall be connected to the legal point of discharge to the satisfaction of the Responsible Authority. No stormwater shall drain or discharge from the land to adjoining properties.*
- *All drainage easements deemed necessary by the Responsible Authority shall be provided by the Developer regardless of whether they are through the subject land or through other titles. The minimum width of drainage easements shall be 2.0m.*

Access

- *Vehicle access/crossing to the development is to be located, constructed and maintained to the satisfaction of the Responsible Authority.*
- *Vehicle access/crossing to the development is to be constructed of concrete and in accordance with Infrastructure Design Manual Standard drawing SD 260.*
- *Access and egress to the property shall be in a forward motion. Vehicle turn around must be provided within the property.*
- *If the grades through vehicle crossing exceed 1:10, professionally prepared plans shall be provided to demonstrate that safe and convenient vehicle access can be provided to the development.*
- *Minimum 10.0m and 9.0m clearance shall be maintained from any road intersection and between adjacent crossovers respectively.*
- *Any proposed vehicular crossing shall have satisfactory clearance to any side-entry pit, power or Telecommunications pole, manhole cover or marker, or street tree. Any relocation, alteration or replacement required shall be in accordance with the requirements of the relevant Authority and shall be at the applicant's expense.*
- *Common property road shall include:*

- a. concrete/asphalt pavements and kerb and channel
- b. Minimum 4.0m wide pavement and 1.5m concrete footpath on one side

All works must construct and complete prior statement of compliance.

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

10.1.4. ***CONTROL OF LIGHT SPILL***

External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the responsible authority

10.1.5. ***COMPLETION OF LANDSCAPING***

Before the use/occupation of the development starts or by such later date as is approved by the responsible authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority

10.1.6. ***LANDSCAPING MAINTENANCE***

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the responsible authority, including that any dead, diseased or damaged plants are to be replaced.

10.1.7. ***VIC ROADS***

a) *Vehicles are able to enter and exit in a forward direction.*

b) *The crossover is to be constructed to the satisfaction of the Responsible Authority*

10.1.8. ***CENTRAL HIGHLANDS WATER***

a) *Any plan lodged for certification will be referred to the Central Highlands Region Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.*

b) *Reticulated sewerage facilities must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works*

contributions by the applicant

c) A reticulated water supply must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.

d) The owner will provide easements to the satisfaction of the Central Highlands Region Water Corporation, which will include easements for pipelines or ancillary purposes in favour of the Central Highlands Region Water Corporation, over all existing and proposed sewerage facilities within the proposal.

e) If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

Note to applicant: Please note there is an existing Sewer main located within the property. An easement with a minimum 3.0m width will be required.

10.1.9. **TENIX**

The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

10.1.10. **POWERCOR AUSTRALIA LTD**

- a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
- b) The applicant shall:-
 - Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers

will be so informed.

- *Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.*
- *Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.*
- *Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.*
- *Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.*

Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.

- *Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.*
- *Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.*
- *Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.*
- *Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.*
- *Provide to Powercor Australia Ltd, a copy of the version of the plan of*

subdivision submitted for certification, which shows any amendments which have been required.

10.1.11. PAYMENT IN LIEU OF OPEN SPACE PROVISION

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

10.1.12. TELECOMMUNICATION SERVICES

The owner of the land must enter into an agreement with:

- *a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and*
- *a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.*

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- *a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and*
- *a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.*

10.1.13. GOULBURN-MURAY WATER

- (a) *Each lot and dwelling must be provided with connection to the*

reticulated sewerage system in accordance with the requirements of Central Highlands Water.

- (b) All works within the subdivision must be done in accordance with EPA Publication 960 "Doing It Right on Subdivisions, Temporary Environmental Protection Measures for Subdivision Construction Sites", September 2004.
- (c) All stormwater discharged from the site must meet the urban run-off objectives and Standard C25 as specified in Clause 56.07-4 of the Victorian Planning Provisions. All infrastructure and works to manage stormwater must be in accordance with the requirements of the Responsible Authority.

10.1.14. **CONSTRUCTION MANAGEMENT PLAN**

Prior to the commencement of any works, a construction management plan shall be submitted to and approved by the responsible authority. The construction management plan must address, but is not limited to:

- (a) Control of off-site dust emissions during construction works;
- (b) Hours and days of construction, control of noise and airborne matter, deliveries, vehicle access, worker car parking, damage to public assets, and contact numbers for complaints.
- (c) Provision of a truck wheel-wash so that vehicles leaving the site do not deposit mud or other materials on roadways.
- (d) Hard waste management;
- (e) Measures by which vehicles associated with the construction workers of the approved development will be discouraged from parking within nearby residential streets
- (f) The location of hoardings, hoists and workers amenities.
- (g) Storage of building materials and waste and material stockpiles, to be located outside the tree canopy of the adjoining Oak tree.

All works must accord with the approved construction management plan to the satisfaction of the responsible authority.

The above plan must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. Two (2) copies must be provided.

10.1.15. **CULTURAL HERITAGE**

The recommendations of the approved Cultural Heritage Management Plan

No 14024 must be adhered to under the Aboriginal Heritage Act 2006.

10.1.16. PLANT, EQUIPMENT OR OTHER ROOF TOP FEATURES

No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted above the roof level of the building(s) without the written consent of the Responsible Authority.

10.1.17. PLANS TO BE ENDORSED

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

Notes:

This permit will expire if the permitted development is not started within two years of the date of this permit, or is not completed within four years of that date.

The responsible authority may extend these periods 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.*

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

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

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

Moved: Councillor Bill McClenaghan

Seconded: Councillor Greg May

Carried

ATTACHMENT 1 - PLANS - 25 KING STREET, DAYLESFORD

Rec'd Date: 09 NOV 2015
Rec'd By: V. Hunt
Action By: 15/4471
Key Plan:

25 KING STREET, DAYLESFORD

DWG No.	DRAWING LIST	DRAWING SHEET TITLE
TP100	DRAWING LIST	
TP110	SITE ANALYSIS	
TP111	SITE ANALYSIS	
TP112	DEMOLITION PLAN	
TP115	SITE AND ROOF PLAN	
TP116	SITE CONTEXT	
TP117	SUBDIVISION PLAN	
TP150	DWELLING FLOOR PLAN - TIER 01 - GROUND FLOOR	
TP151	DWELLING FLOOR PLAN - TIER 01 - LEVEL 01	
TP152	DWELLING FLOOR PLAN - TIER 02 - GROUND FLOOR	
TP153	DWELLING FLOOR PLAN - TIER 02 - LEVEL 01	
TP154	DWELLING FLOOR PLAN - TIER 03 - GROUND FLOOR	
TP155	DWELLING FLOOR PLAN - TIER 03 - LEVEL 01	
TP156	DWELLING FLOOR PLAN - TIER 03 - LEVEL 02	
TP200	ELEVATIONS - NORTH & SOUTH	
TP201	ELEVATIONS - TIER 01	
TP202	ELEVATIONS - TIER 01	
TP203	ELEVATIONS - TIER 02	
TP204	ELEVATIONS - TIER 02	
TP205	ELEVATIONS - TIER 02	
TP206	ELEVATIONS - TIER 03	
TP207	ELEVATIONS - TIER 03	
TP208	ELEVATIONS - TIER 03	
TP209	ELEVATIONS - TIER 03	
TP300	SECTIONS - NORTH	
TP301	SECTIONS - MIDDLE	
TP302	SECTIONS - SOUTH	
TP303	SECTIONS - SOUTH BOUNDARY FENCE	
TP304	SECTIONS - SOUTH CONTEXT	
TP400	PROPOSED SHADOW DIAGRAM - 9AM SEPTEMBER 22	
TP401	PROPOSED SHADOW DIAGRAM 12PM SEPTEMBER 22	
TP402	PROPOSED SHADOW DIAGRAM 3PM SEPTEMBER 22	
TP703	KING STREET PERSPECTIVE	
TP704	DUKE STREET PERSPECTIVE	
TP710	KING STREET PERSPECTIVE 02	
TP711	KING STREET PERSPECTIVE 03	
TP712	KING STREET PERSPECTIVE 04	
TP800	DEVELOPMENT SCHEDULE	



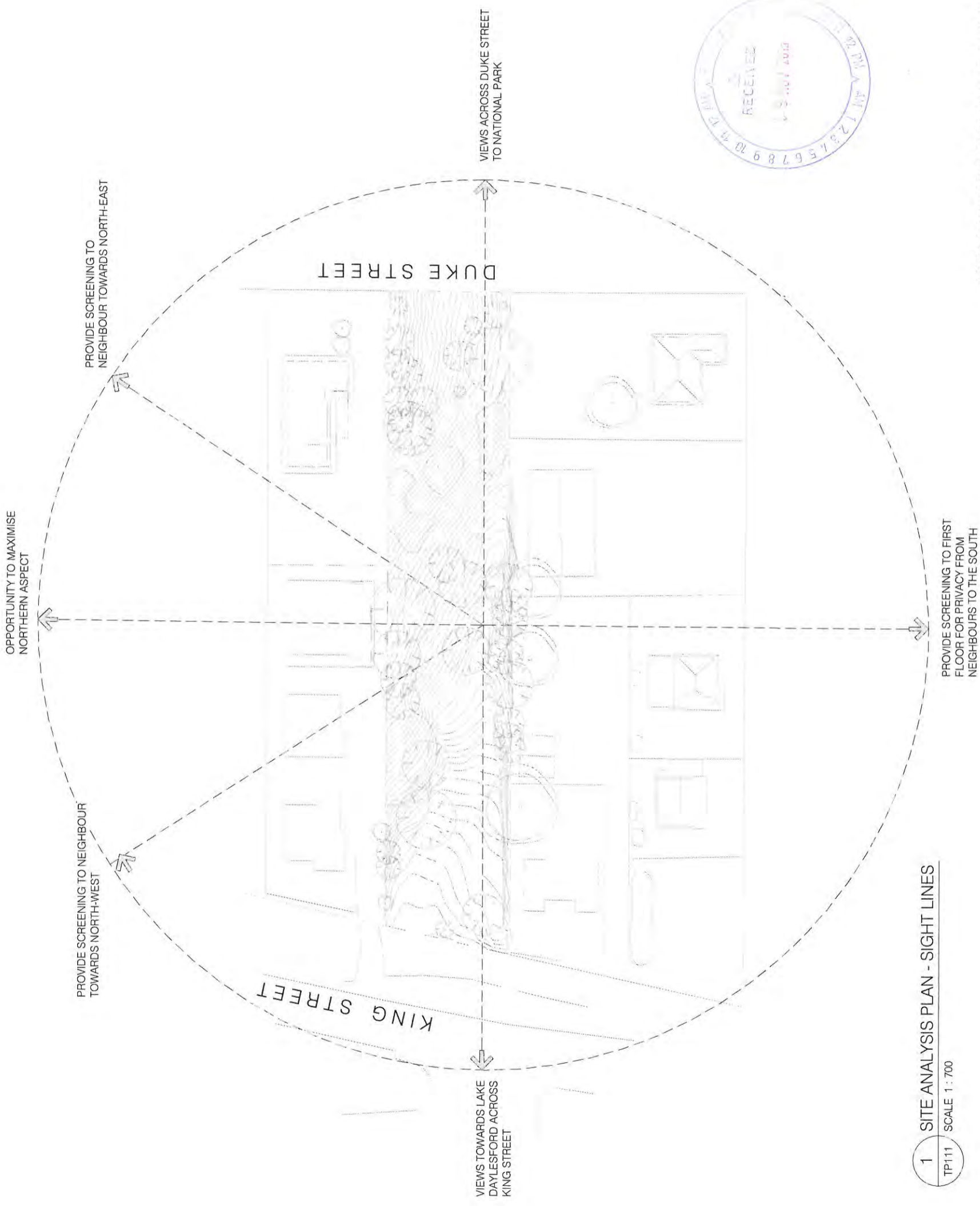
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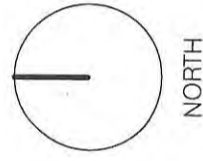
Project	25 KING STREET DAYLESFORD	Project No	13002
Title	DRAWING LIST		
Scale @A3		Date	15.05.2015
Drawn By	TK	Chkd By	CM & AS
		Dwg No	TP100
		Rev	



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1 SITE ANALYSIS PLAN - SIGHT LINES
TP111 SCALE 1 : 700



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Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
				Title	SITE ANALYSIS		
				Scale @A3	1 : 700	Date	15.05.2015
				Drawn By	TK	Chkd By	CM & AS
						Dwg No	TP111
						Rev	

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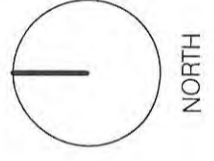
SITE COVERAGE 35.45%
SITE PERMEABILITY 39.74%



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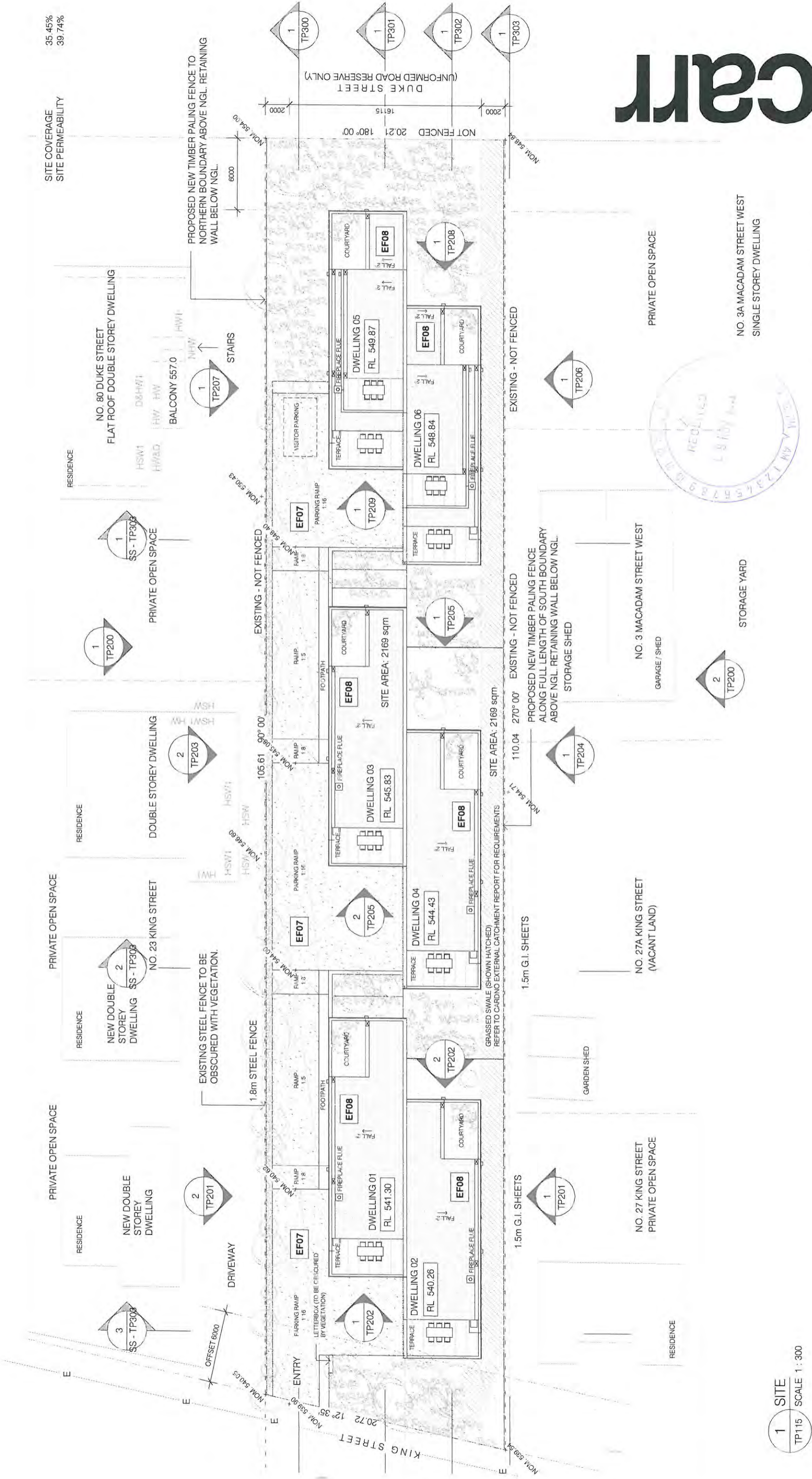
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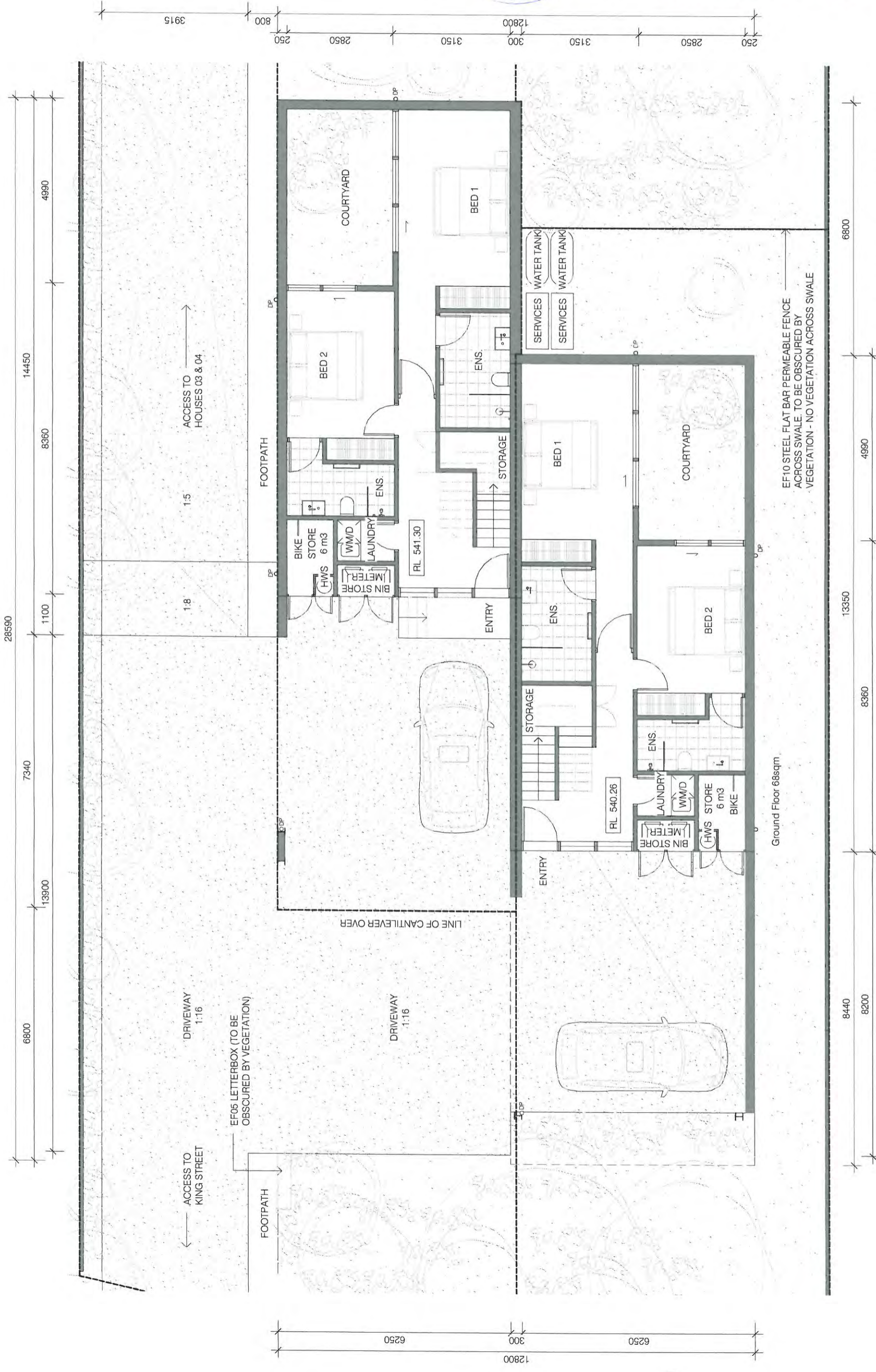
Project	25 KING STREET DAYLESFORD	Project No	13002
Title	SITE AND ROOF PLAN	Date	15.05.2015
Scale @A3	1 : 300	Dwg No	TP115
Drawn By	TK	Chkd By	CM & AS
Rev		Rev	



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1 SITE
TP115 SCALE 1 : 300





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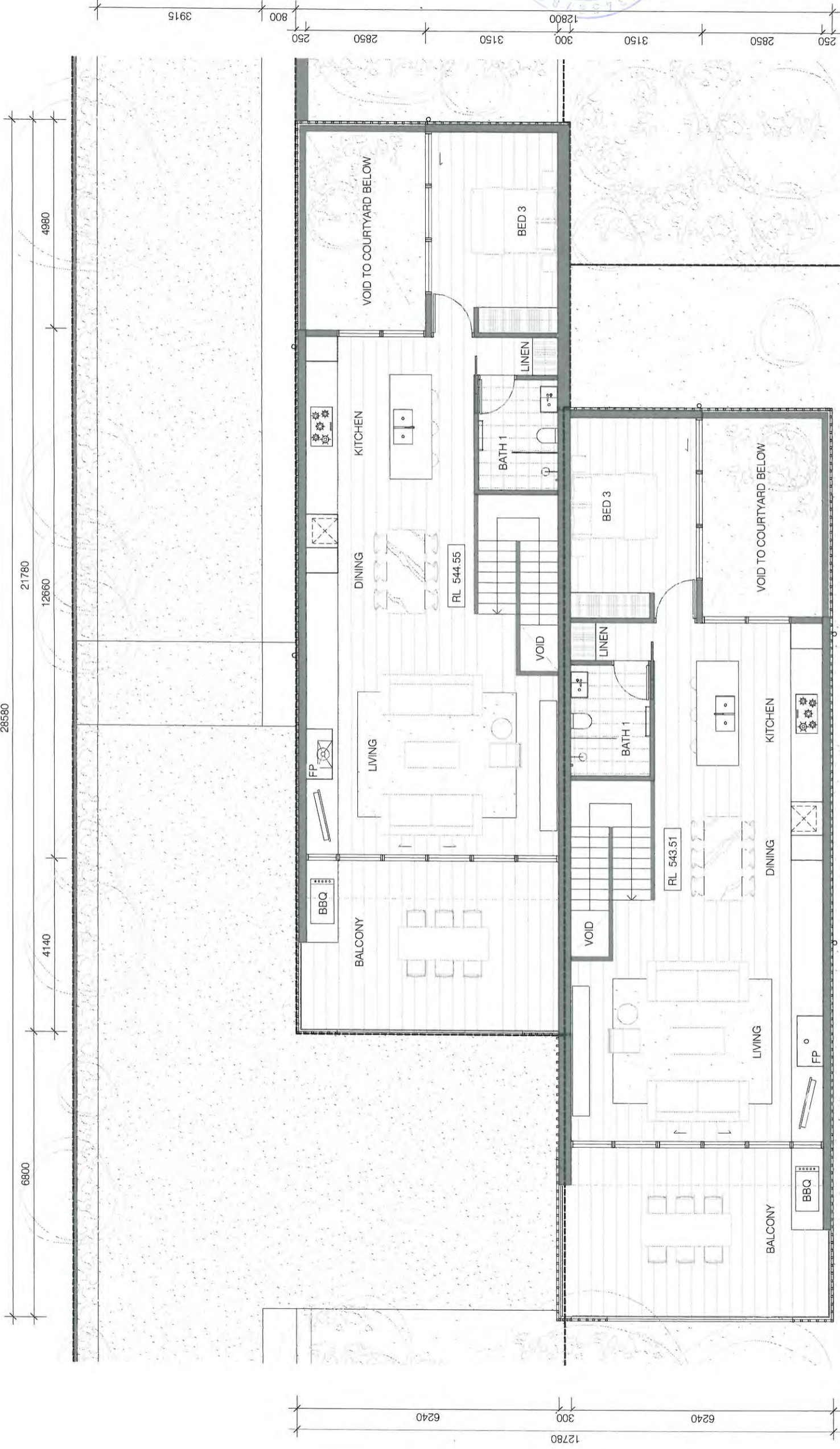
Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
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Title	DWELLING FLOOR PLAN - TIER 01 - GROUND FLOOR			Date	15.05.2015	Dwg No	TP150
Scale @A3	1 : 100			Chkd By	CM & AS	Rev	
Drawn By	TK						

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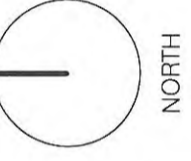
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Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
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				Scale @A3	1 : 100	Date	15.05.2015
				Drawn By	TK	Chkd By	CM & AS
				Drawn By	TK	Rev	

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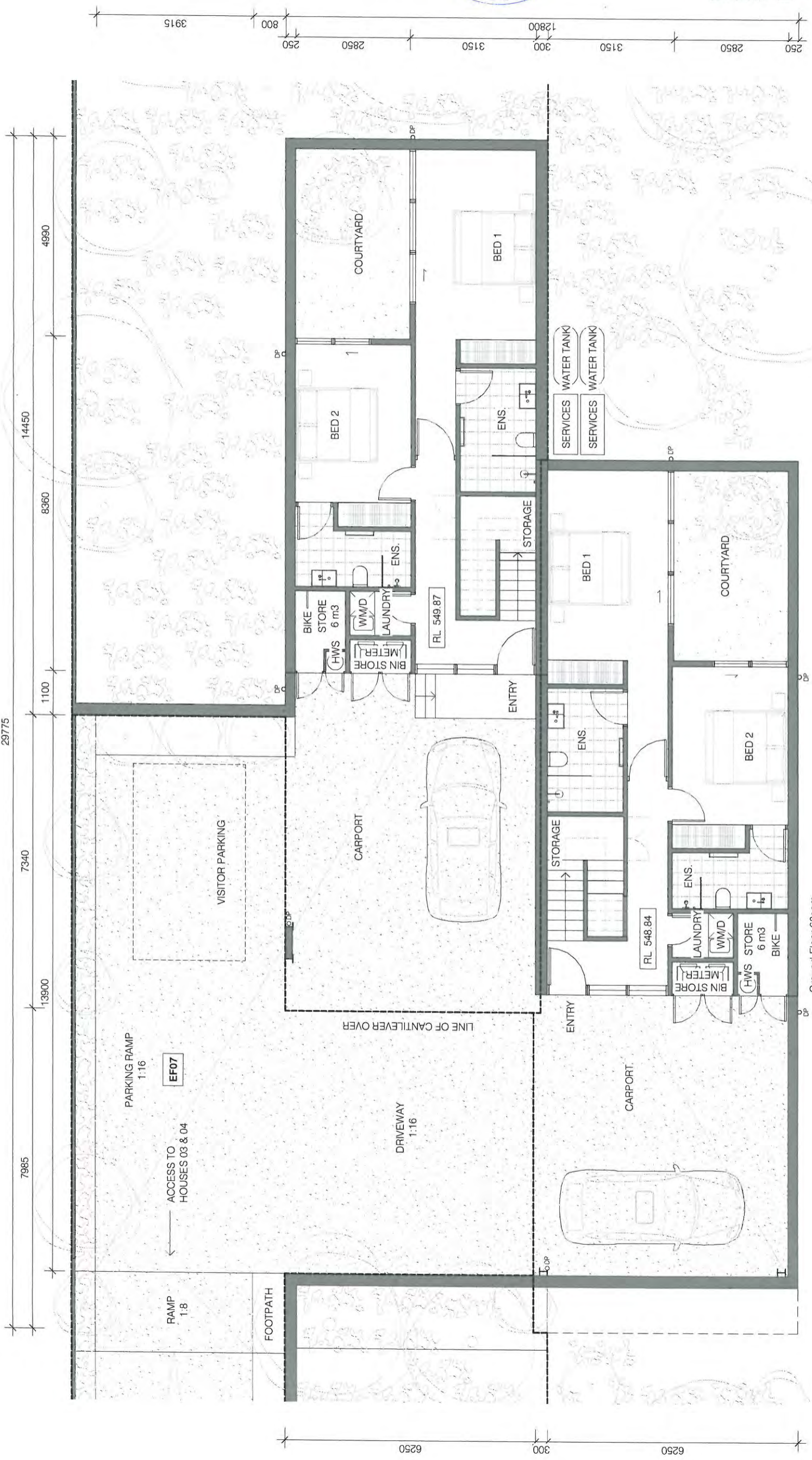
NOTE
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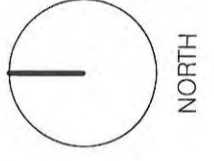
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Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
				Title	DWELLING FLOOR PLAN - TIER 03 - GROUND FLOOR	Dwg No	TP154
				Scale @A3	1 : 100	Date	15.05.2015
				Drawn By	TK	Chkd By	CM & AS
							Rev

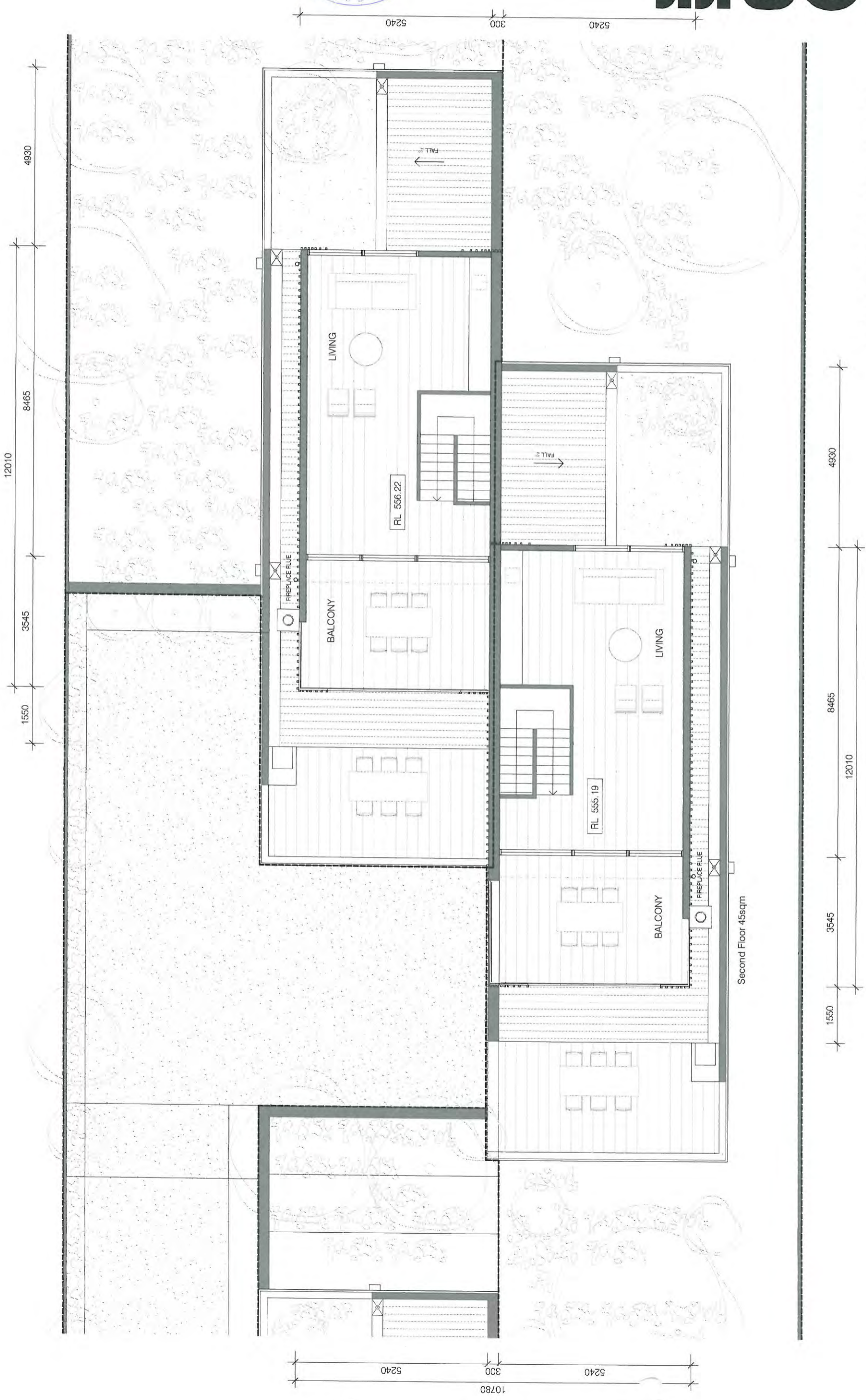


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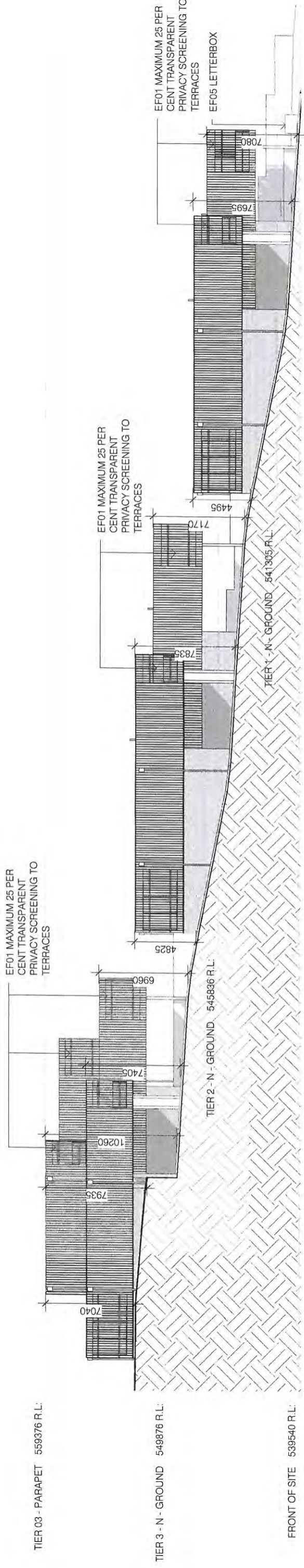
Project	25 KING STREET DAYLESFORD	Project No	13002
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Title	DWELLING FLOOR PLAN - TIER 03 - LEVEL 02	Date	15.05.2015	Dwg No	TP156
Scale @A3	1 : 100	Chkd By	CM & AS	Rev	
Drawn By	TK				

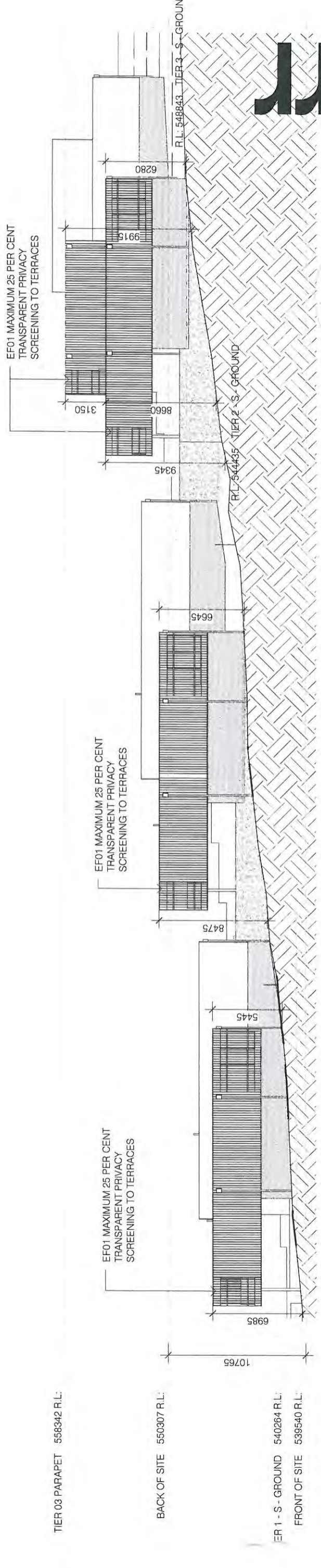
NOTE
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 MAXIMUM OF 25 PER CENT TRANSPARENCY

NORTH

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1 NORTHERN ELEVATION
TP200 SCALE 1 : 300



2 SOUTHERN ELEVATION
TP200 SCALE 1 : 300

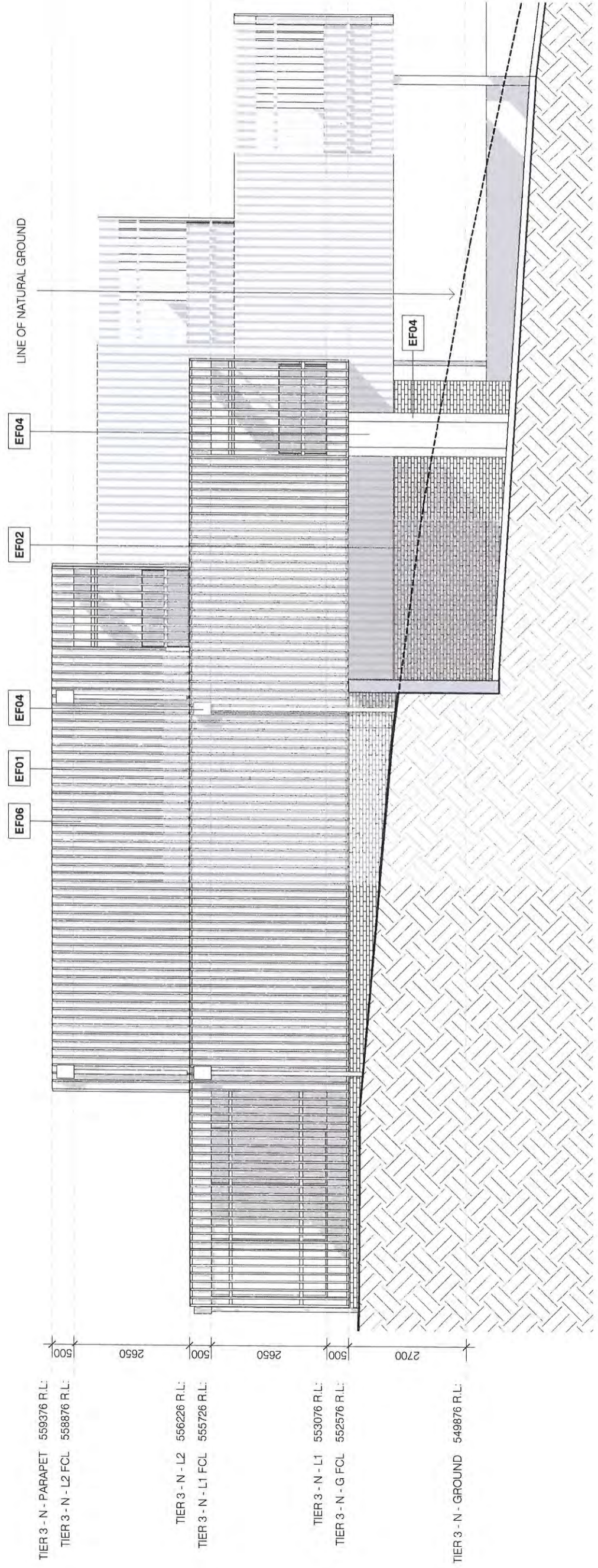


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Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
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<p>NOTE TERRACES TO HAVE PRIVACY SCREENING TO A MINIMUM OF 1.7M HIGH AND A MAXIMUM OF 25 PER CENT TRANSPARENCY</p>							
<p>Title ELEVATIONS - NORTH & SOUTH</p>							
<p>Scale @A3 1 : 300</p>							
<p>Drawn By TK</p>							
<p>Date 15.05.2015</p>							
<p>Dwg No TP200</p>							
<p>Chkd By CM & AS</p>							
<p>Rev</p>							



TIER 3 - N - PARAPET 559376 R.L.
 TIER 3 - N - L2 FCL 558876 R.L.
 TIER 3 - N - L2 556226 R.L.
 TIER 3 - N - L1 FCL 555726 R.L.
 TIER 3 - N - L1 553076 R.L.
 TIER 3 - N - G FCL 552576 R.L.
 TIER 3 - N - GROUND 549876 R.L.

1 TIER 03 NORTHERN ELEVATION
 TP207 SCALE 1 : 100



ISSUED FOR TOWN PLANNING

Rev	Date	Chkd	Issue	Project	Project No
				25 KING STREET DAYLESFORD	13002

Title	Date	Dwg No
ELEVATIONS - TIER 03	15.05.2015	TP207

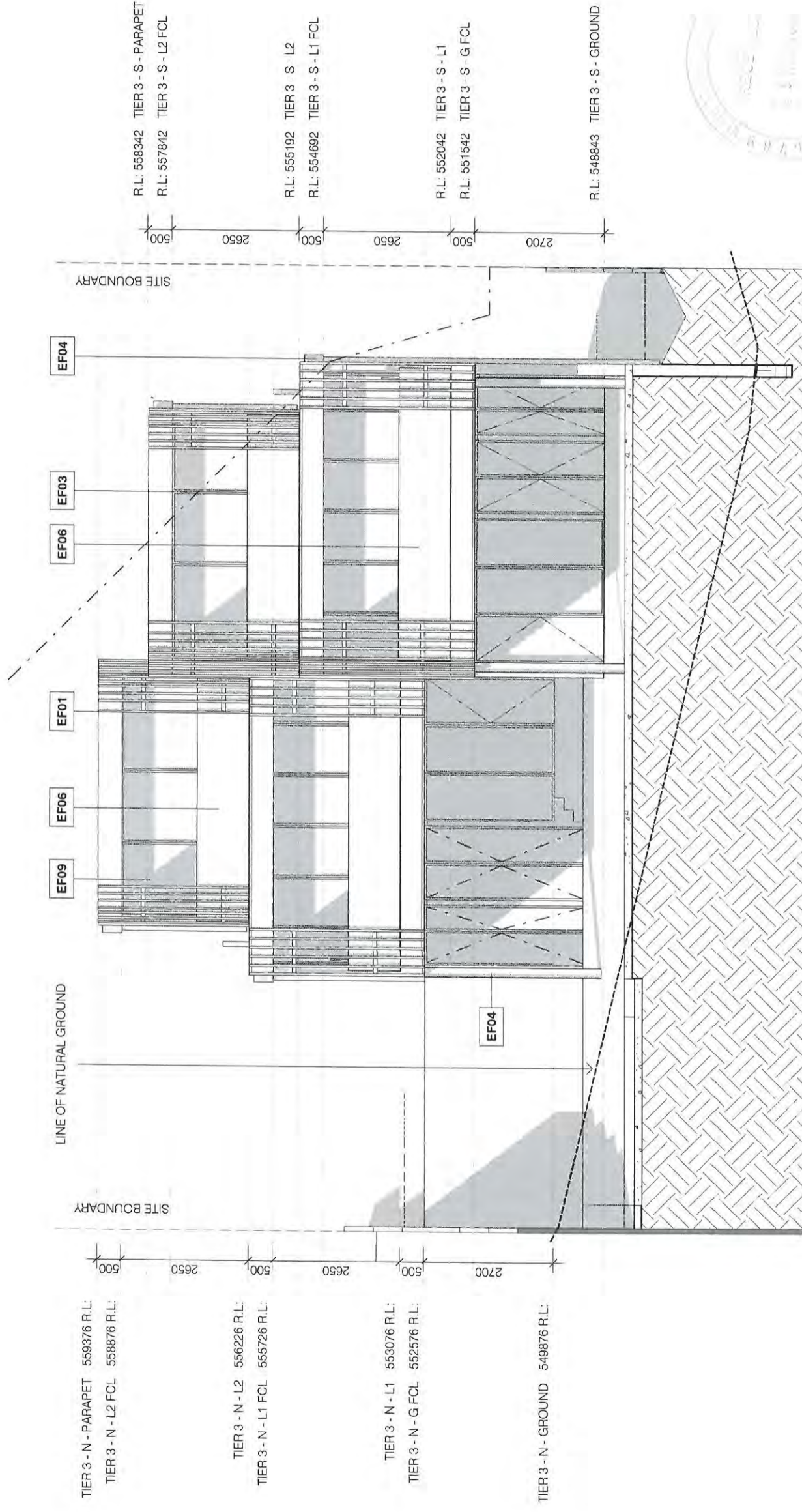
Scale @A3	1 : 100	Drawn By	TK	Chkd By	CM & AS	Rev

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TIER 3 - N - PARAPET 559376 R.L.
TIER 3 - N - L2 FCL 558876 R.L.

TIER 3 - N - L2 556226 R.L.
TIER 3 - N - L1 FCL 555726 R.L.

TIER 3 - N - L1 553076 R.L.
TIER 3 - N - G FCL 552576 R.L.

TIER 3 - N - GROUND 549876 R.L.

R.L: 556342 TIER 3 - S - PARAPET
R.L: 557842 TIER 3 - S - L2 FCL

R.L: 555192 TIER 3 - S - L2
R.L: 554692 TIER 3 - S - L1 FCL

R.L: 552042 TIER 3 - S - L1
R.L: 551542 TIER 3 - S - G FCL

R.L: 548843 TIER 3 - S - GROUND

1 TIER 03 - WESTERN ELEVATION
TP209 SCALE 1 : 100



ISSUED FOR TOWN PLANNING

Rev	Date	Chkd	Issue	Project	25 KING STREET DAYLESFORD	Project No	13002
				Title	ELEVATIONS - TIER 03	Dwg No	TP209
				Scale @A3	1 : 100	Date	15.05.2015
				Drawn By	TK	Chkd By	CM & AS
						Rev	

NOTE
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11. OFFICERS' REPORTS

11.1. COMMUNITIES OF RESPECT AND EQUALITY - A STRATEGY TO PREVENT VIOLENCE AGAINST WOMEN ACROSS THE GRAMPPIANS 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 for Council to consider expressing its support for the *Communities of Respect and Equality* strategy.

BACKGROUND

The Victorian Government has committed to addressing the issue of family violence in the first instance through the appointment of the Minister for the Prevention of Family Violence, Fiona Richardson. In 2015 the Minister announced the "Victoria Against Violence" education and prevention awareness campaign, and has allocated funds to women's health associations to raise awareness and develop prevention strategies. Following the Royal Commission into Family Violence report, the Andrews government committed to the implementation of all 227 recommendations contained in the royal commission report, and, as part of its 2016-17 budget, allocated \$572 million over three years for such things as housing and crisis refuges, more counsellors, more prevention programs and more support for children who are victims of family violence.

In July 2015 Council resolved to establish a White Ribbon Committee to bring together to assist with primary prevention campaigns and initiatives involving awareness raising and education across the broader community.

ISSUE/DISCUSSION

Women's Health Grampians (WHG) is one of nine women's health services to share \$660,000 from the Victorian Government to develop a regional strategy for the prevention of family violence. WHG has recently brought a range of community organisations together to develop the strategy for the Grampians Region.

The following is an excerpt from the strategy which sets out how it has been formed, and what it seeks to achieve:

"Communities of Respect and Equality: A strategy to prevent violence against women and their children has been developed to enhance the capacity and ability of organisations and individuals in the Grampians Region to work effectively, collectively, and genuinely towards the eradication of violence against women.

It has been developed to invite broad engagement and commitment, from all organisations in the region wanting to take action towards the vision and goals articulated in this plan. This Strategic Plan helps organisations to identify their own roles in ending violence against women in the Grampians. It is envisaged this plan will provide a platform so that those organisations that believe in building communities of respect and equality are better able to pursue those values in their everyday core work. (A copy of the full strategy is attached).

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Hepburn Shire Council's 2013-2017 Municipal Public Health and Wellbeing Plan Priority 1. Mental Wellness includes an action to reduce the incidence of violence against women living in the municipality by:

- Showing leadership in preventing violence against women and children
- Support and partner with community groups and organisations to undertake initiatives that support prevention of violence against women.

FINANCIAL IMPLICATIONS

Nil identified with this report.

RISK IMPLICATIONS

Nil identified with this report.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Women experience violence in any number of contexts, settings, locations and forms, including physical, sexual, emotional and financial. It is pervasive and not linked to age, socio-economic context, or location. It occurs at home, at work, in clubs, social settings and in the community.

In Victoria, Police responded to over 65,000 family incidents in 2013/14, an increase of eight per cent on the previous year. That's over 1,000 per week, and nearly 200 (178) per day.

Since the age of 15:

- 1 in 3 Australian women have experienced physical violence
- 1 in 5 Australian women have experienced sexual violence
- 1 in 4 Australian women have experienced physical or sexual violence by an intimate partner

Violence against women is pervasive in the Grampians Region. Of the 65,000 family incidents responded to by Police in 2013-14, more than 3,000 of these were in the Grampians region, or five per cent of the state's total. Grampians region contains

approximately four per cent of the Victorian population. Women and children living in rural and regional areas are often at an increased risk of family violence.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

This plan has been developed collaboratively by a Reference Group involving 25 key organisations from across the Grampians region.

CONCLUSION

The Victorian government has provided funding to support women's associations to develop strategies to address the issue. WHG has developed an Alliance and a strategic plan, and is seeking the support and participation of organisations across the region.

OFFICER'S RECOMMENDATION

That Council:

- 11.1.1. Expresses its support for the Communities of Respect and Equality strategy to prevent violence against women and their children across the Grampians Region;
- 11.1.2. Seeks to increase its awareness of the issues relevant to the prevention of violence against women.

MOTION

That Council:

- 11.1.1. Expresses its support for the Communities of Respect and Equality strategy to prevent violence against women and their children across the Grampians Region;*
- 11.1.2. Seeks to increase its awareness of the issues relevant to the prevention of violence against women.*

Moved: Councillor Kate Redwood AM

Seconded: Councillor Don Henderson

Carried

ATTACHMENT 2 - COMMUNITIES OF RESPECT AND EQUALITY STRATEGY



Communities of Respect and Equality

A plan to prevent violence against women
and their children in the Grampians Region

2016 - 2020



Publishing details

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We acknowledge the Victorian Government for funding the development of this Plan, and the ongoing support of the Honorable Fiona Richardson MP, Minister for the Prevention of Family Violence and Minister for Women.

The Plan has been enabled by the strong commitment of the following organisations across the Grampians region to prevent violence against women and their children. We acknowledge and applaud their enthusiasm, good will and expertise in its' development:

- Ararat Rural City Council
- City of Ballarat
- Ballarat Community Health Centre
- Barwon Centre Against Sexual Assault (Wimmera)
- Child and Family Services Ballarat
- Central Highlands Primary Care Partnership
- Central Highlands Family Violence Committee
- Department of Health and Human Services
- Golden Plains Shire Council
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- Western District Integrated Family Violence Partnership
- Wimmera Primary Care Partnership
- Wimmera Uniting Care
- Women's Health Grampians
- WRISC Family Violence Support
- Yarriambiack Shire Council

We also wish to acknowledge and thank the following people for their enthusiastic participation in the development, writing, production and promotion of the Plan:

Darlene Henning Marshall
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Connect 2 Consulting
Foresight Lane
The Board and staff of Women's Health Grampians



Proudly supported by
Women's Health Grampians

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Foreword

The momentum for change around the issue of violence against women has never been stronger in Victoria and Australia wide. When the Victorian Royal Commission into Family Violence released its groundbreaking report in March 2016, Premier Daniel Andrews stated "This is everyone's issue and challenge and must have everyone's investment."

The Royal Commission report calls on leaders in the economic, social and civic spheres of our community to be engaged in building awareness of gender-based violence and determining the initiatives which are going to work best for their local areas and how they should be pursued. These strategies should be targeted to all places where people live, learn, work and play: workplaces, sporting clubs, faith communities and other social networks; all settings need to be environments that challenge violence-supporting attitudes and promote respectful relationships. The report also emphasises the role local councils occupy as a key platform for supporting community action.

This Plan, the outcome of a committed process of collaboration, embodies these principles and aspirations, being developed collectively by local government, primary care partnerships, community health and other key representative agencies across the Grampians. Drawing on current evidence and data, the Plan provides a framework for action which harnesses the potential for social connectedness and resilience within rural and regional communities and expresses a commitment to addressing the culture and attitudes that support violence against women. It articulates a vision where every girl and boy in the Grampians grows up to be equally valued, heard and respected, with equal access to opportunities.

The Plan is the outcome of the first stage in a process and is just the beginning. We encourage all those who support its vision to become involved and to take action through this tangible opportunity to make a difference.

Marianne Hendron

*CEO, Women's Health Grampians
May 2016*

Executive Summary

The Communities of Respect and Equality (CoRE) Plan has been developed to provide a clear framework for action to prevent violence against women and their children in the Grampians region. All organisations, businesses, clubs and networks who share the vision for “A safe, equal and respectful society for everyone” and who want to take action towards this are invited to become part of the Grampians CoRE Alliance. Through the Alliance, we can move in the same direction, independently and collaboratively within a supportive network to collectively achieve this vision.

The development of the CoRE Plan was led by Women’s Health Grampians (WHG), as part of the *Women’s Health Services Leading Regional Action to Prevent Violence against Women and Children Project*. WHG engaged a Reference Group representing key organisations across the Grampians through a consultative process to develop a strategy for the region that will guide action on preventing violence against women and their children before it occurs.

The prevalence of violence against women in the Grampians is clearly an issue of grave concern. Such violence has far reaching and severe negative impacts on the health and wellbeing of women, children, families and communities and far beyond. It also inflicts a significant economic burden on our region. For Aboriginal women and communities, the rates are significantly higher and further compound the impact of disadvantage and intergenerational trauma.

In the Grampians, the past decade has seen the problem of violence against women shift from a private, invisible matter into the criminal justice and public health domains: it is now being recognised as a serious crime and a fundamental human rights issue. While the data sets continue to indicate that several areas in the Grampians record rates of family violence significantly higher than the state average, the CoRE Plan sets the only acceptable level of violence as zero.

The four elements of the vision of the CoRE plan are:

- A safe, equal and respectful society for everyone
- Communities can be better places to live if we take action to promote change
- Violence against women is unacceptable
- The main driver of violence against women and children - gender inequality - will not exist.

The focus of the plan is on primary prevention; this means addressing the underlying causes of men’s violence against women. Research indicates the key drivers of such violence include beliefs and behaviours reflecting disrespect for women, low support for gender equality, and an adherence to rigid gender roles and identities¹. To address these drivers and encourage transformative change requires a population level approach. It is not sufficient to challenge these attitudes and beliefs in isolation; rather we also need to address the structures, policies and practices supporting them. This involves men and women working together to achieve the shared vision for an equal and safe society. The Plan is directed towards systems level change and recognises that primary prevention is long-term work requiring integration, coordination and leadership.

The Plan is based on the principles that together we do better and that every contribution towards the shared vision is valued and valuable. Many strong and effective partnerships, alliances and plans already exist in the Grampians. The CoRE Plan provides an overarching framework to help ensure that all plans, actions and investment of resources are compatible and will enhance our likelihood of making a difference together. It offers an opportunity for consistency in messaging and mutually reinforcing strategies and activities, delivered at a local and regional level, to enable an efficient, effective and consistent approach to address our goals.

The Plan has been developed through a consultative, partnership process which has strived to also reflect the values it espouses, including trust, openness, clear communication and respect for difference in order to build a common understanding of the underlying determinants of violence against women and the aspirations we share for our communities. It will be implemented in this spirit through the leadership of the CoRE Alliance Governance Group, resourced and coordinated by Women’s Health Grampians.

The success of this Plan relies on the conversion of its vision and commitment to strategies and actions that impact upon the reality of those most at risk; it is therefore vital to ensure meaningful partnership and engagement with these people is prioritised. The CoRE Alliance Governance Group will champion the Plan across the region, communicating progress and increasing engagement. It will optimise progress against the strategic goals, ensure adequate measures for monitoring and evaluation and plan for sustainability. The work of the CoRE Alliance going forward will be guided and enabled by the recommendations of the Royal Commission into Family Violence and the opportunities it will provide.

Violence against women and children is extensive, damaging and unacceptable



1. Introduction

Violence against women is pervasive, damaging and preventable. It affects families, individuals and communities all over Australia and Victoria; the Grampians Region is no exception. According to any measure or standard, violence against women is unacceptably prevalent.

Communities of Respect and Equality: A plan to prevent violence against women and their children is for all organisations, businesses, clubs, groups and networks in the Grampians Region that share a vision for safe, equal and respectful communities is to work together to achieve this vision. The Plan. With the combined leadership, influence, authority and action of those committed to the Plan, we will build a new future for our region, its cities, towns and communities, in which gender inequality and violence against women is an issue of the past. This Plan has been developed to help guide and direct individual and collective work in building communities of respect and equality, and prevent violence against women before it occurs.

The focus of the Plan is on preventing violence against women and their children. While men can be victims of violence and no level of violence is acceptable, the overwhelming majority of acts of rape and sexual assault are perpetrated by men against women. Women are at least three times more likely than men to experience violence from an intimate partner; five times more likely than men to require medical attention or hospitalisation as a result of intimate partner violence; and five times more likely to report fearing for their lives.² Acknowledging the gendered nature of violence against women, where the biggest single risk factor is being a woman, is crucial to start to addressing the drivers of this violence.

This Plan has been developed to support strategies at a primary prevention level. This means we are aiming to prevent 'the first' incident of violence happening. While preventing the re-occurrence of violence is also crucial to curbing the overall prevalence of violence, and primary prevention strategies may also assist in reducing repeat offences, the aim is to change the cultural context in which violence against women occurs. Violence is ultimately an extreme form of control and an exertion of (perceived) power. To change the cultural context in which this occurs means understanding what we view as 'normal' for men and women in terms of roles, capabilities and potential, how this view of 'normality' is shaped, how it impacts on our beliefs and behaviours, and the interaction of these with concepts such as power and control. In striving for cultural change, we shall apply the learnings from other major social changes, such as smoking and seatbelts, which have involved leadership and change across legislation, policy, government, communities and individuals.

2. Why this plan?

The *Communities of Respect and Equality (CoRE)* Plan has been developed to enhance the capacity and ability of organisations, businesses, clubs, groups and networks in the Grampians Region to work effectively, collectively, and genuinely towards the eradication of violence against women. It has been developed to elicit broad engagement and commitment from all organisations in the region wanting to take action towards the vision and goals expressed in this Plan. It provides an overarching framework to connect locally based messages, initiatives and actions across the Grampians that are mutually reinforcing and reflect a collective impact model.

This Plan helps organisations to identify their own roles in ending violence against women in the Grampians. It is envisaged it will provide a platform whereby organisations that believe in building communities of respect and equality are better able to pursue those values in their everyday core work. While activities and efforts may be undertaken independently, the measures and outcomes will be developed collectively and gathered and collated to reflect regional level achievement and progress.

The Plan is intended to facilitate inclusion and participation according to capacity. In other words, it recognises that organisations and groups are at varying stages of readiness and levels of capacity to engage in this work and it will be flexible to accommodate this.

**Violence is
always about
power and
control**

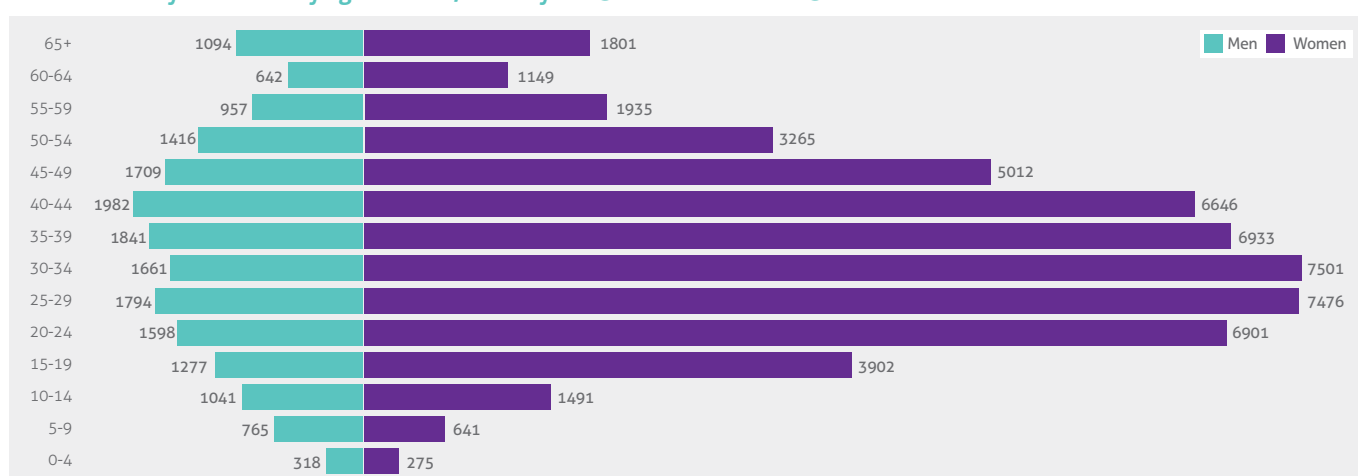


3. The Nature of Violence against Women and Children

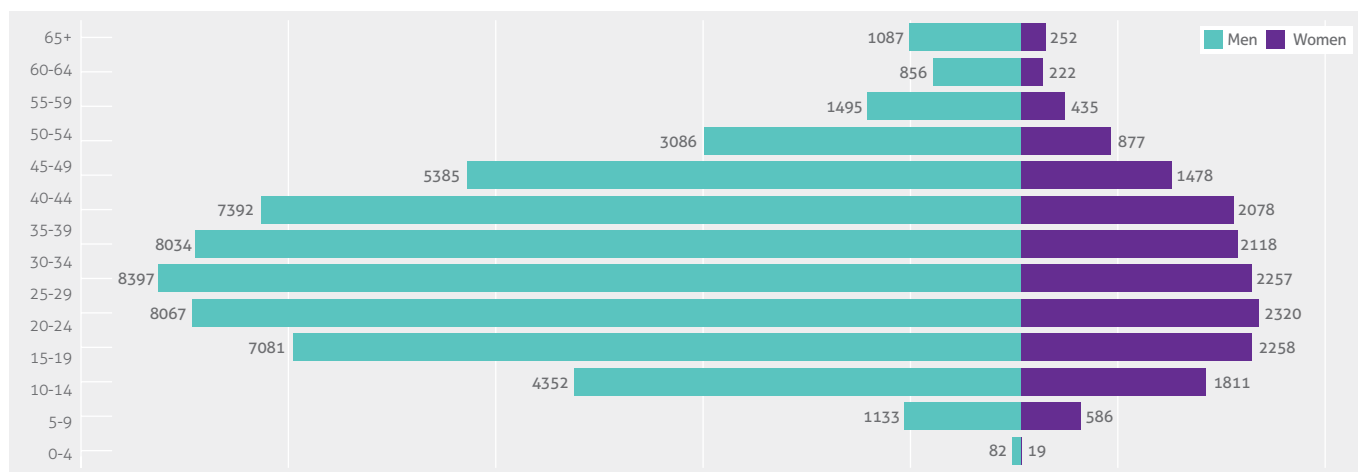
Violence against women is a complex social problem, yet one that is preventable. Women experience violence in any number of contexts, settings, locations and forms, including physical, sexual, emotional and financial. It is pervasive and not linked to age, socio-economic context, or location. It occurs at home, at work, in clubs, social settings and in the community. Overwhelmingly, it is violence inflicted by men.

In 2015 in Victoria, police responded to over 74,000 family incidents, an increase of 9.2% on the previous year.³ That equates to over 1,400 per week, and over 200 per day. Of these, 75.0% (55,779) of the victims were female (24.6% were male).

Affected family members by age and sex, January 2015 to December 2015



Perpetrator by age and sex, January 2015 to December 2015



While 75% of victims are female, 77% of perpetrators are male.

The prevalence of violence in Australia experienced by women is high. A national survey of 17,000 adults by the Australian Bureau of Statistics found that since the age of 15...

1 in 3
Australian women had experienced physical violence⁴

1 in 5
Australian women had experienced sexual violence⁵

1 in 4
Australian women had experienced physical or sexual violence by an intimate partner⁶

Some women face additional risk of violence and disadvantage when faced with other systems of discrimination or oppression. These include:

- Aboriginal women
- women from culturally and linguistically diverse backgrounds⁷
- women with disabilities⁸
- women from rural and remote areas⁹
- older populations, particularly those who experience multiple vulnerabilities¹⁰

The issues and conditions contributing to these heightened risks are varied and can shift according to individual circumstances. However, all these factors are underpinned by imbalanced power relationships at individual and societal levels. Common factors often relate to the availability of culturally safe community facilities, underlying cultural expectations, lack of anonymity (required for safe reporting of violence), or reduced ability to communicate effectively.

Aboriginal women

Family violence impacts on Aboriginal people at vastly disproportionate rates and has devastating impacts on Victorian Aboriginal communities. Aboriginal women are at the highest risk of family violence. In comparison with other women, Aboriginal women are 35 times more likely to be hospitalised from family violence and almost 11 times more likely to be killed as a result of violent assault^{11 12}.

A prevention strategy for the Grampians region must recognise the context of family violence in our Aboriginal communities, in particular that, from an Indigenous perspective, the causes of family violence are located in the history and impacts of white settlement and the structural violence of race relations since then.

It is vital that the CoRE Alliance prioritises effective engagement with Aboriginal communities through the Grampians Integrated Family Violence Regional Action Group and other key representative organisations and ensures adequate resources for this to happen effectively.

Impact on Children

As well as being direct victims of violence, children are also impacted by violence by overhearing or witnessing violence, intervening on behalf of a parent, experiencing the aftermath of violence such as being cared for by a distressed or withdrawn parent, helping to care for a hurt or distressed parent, visibly seeing injuries or property damage, helping clean up damage, visiting the doctor or hospital with an injured parent, being present when police and/or emergency services attend, and/or being asked not tell anyone the details of the event¹³. Children generally experience more than one type of exposure to family violence¹⁴. This exposure is traumatic. It can increase children and young people's vulnerability to a range of negative impacts. They may experience fear, disruption and instability which can result in behavioural and mental health problems, homelessness, poverty and intergenerational family violence. Children in the Grampians and everywhere, have the right to live free from violence and fear.

4. Violence against Women in the Grampians

Violence against women is as pervasive in the Grampians Region as it is at state-level, in fact the overall rate is higher. Of the 75,385 family incidents reported by Police in 2015, more than 3,705 of these were in the Grampians region, or five per cent of the state's total.¹⁵ The Grampians region contains approximately four per cent of the Victorian population.¹⁶

Research indicates that women living in rural and regional areas have an **increased risk** of family violence and often experience **barriers** that make it more difficult to report violence. They include:

Geographic isolation The geography of rural areas can increase vulnerability to family violence due to physical isolation and lack of visibility which enables a lower potential for scrutiny and accountability of perpetrators. Geography can also exacerbate the social isolation that accompanies and supports family violence; it is more difficult to develop informal support networks when there are not many people nearby. While rural and regional communities are often renowned for their close-knit sense of community, for those outside those networks it can be particularly isolating.

Access to services and support: It is more difficult to access formal reporting mechanisms when they are not nearby. The cost and availability of appropriate transport can exacerbate this isolation. Many rural areas have limited alternative housing options to enable children to remain in their local community for schools, sporting clubs and other networks that are important for their stability.¹⁷

In smaller communities, victims can be more **visible** to their perpetrators. For instance, if a victim were to leave an intimate partner who is abusive, there is a greater chance the perpetrator would be able to locate the victim; this can discourage victims from reporting.¹⁸ Furthermore, lack of anonymity around reporting, fear of shame and stigma, and the desire to protect children from being perceived as 'different' from their peers, are well documented as deterrents to seeking help and reporting. There is a common view in many rural communities that **'family problems' are not talked about**, which can serve to silence women's experience of domestic and family violence and deter them from disclosing violence and abuse.

Conservative attitudes: For those inside networks based on old school ties, kinship, farming and other associations there can be barriers associated with traditional gender roles that

are difficult to challenge. A sense of loyalty within a tight community can make it difficult to rock the boat. In smaller communities, victims of violence are more likely to have social connections with those responsible for managing the formal networks of accountability and support, such as social workers, police, and health professionals.¹⁹

Higher levels of **gun and weapon ownership** in rural areas can increase the levels of fear experienced by women, exacerbating a sense that any threat of violence and control can be acted upon with the most drastic of consequences.²⁰

The experience of **natural disasters** can increase the risk of family violence. Victims of violence feel less able to report for fear of appearing 'disloyal' to men experiencing stress, and who may have been held up within their communities as heroes during disaster response and recovery.²¹

Multiple Disadvantage: For many women, the impact of family violence is compounded by the way in which gender-based discrimination interacts with other experiences of inequality. Essentially this means many women are subjected to multiple, simultaneous forms of discrimination or oppression, including violence, the impact of which can be exacerbated by the challenges of living in rural and regional areas. The situation for Aboriginal women has been highlighted above, and these multiple layers of disadvantage are compounded by rurality. This is illustrated for other groups of women in the following examples:

Culturally and linguistically diverse: Women from culturally and linguistically diverse (CALD) backgrounds living in non-urban communities face unique barriers. Frequently they do not have access to the education and employment opportunities typically offered to males and are isolated through lack of traditional support networks such as extended family and cultural networks. They experience barriers to accessing family violence support services due to a lack of cultural awareness and sensitivity among service providers, language barriers, cultural isolation, xenophobic attitudes and fears about residency/visas^{22 23}.

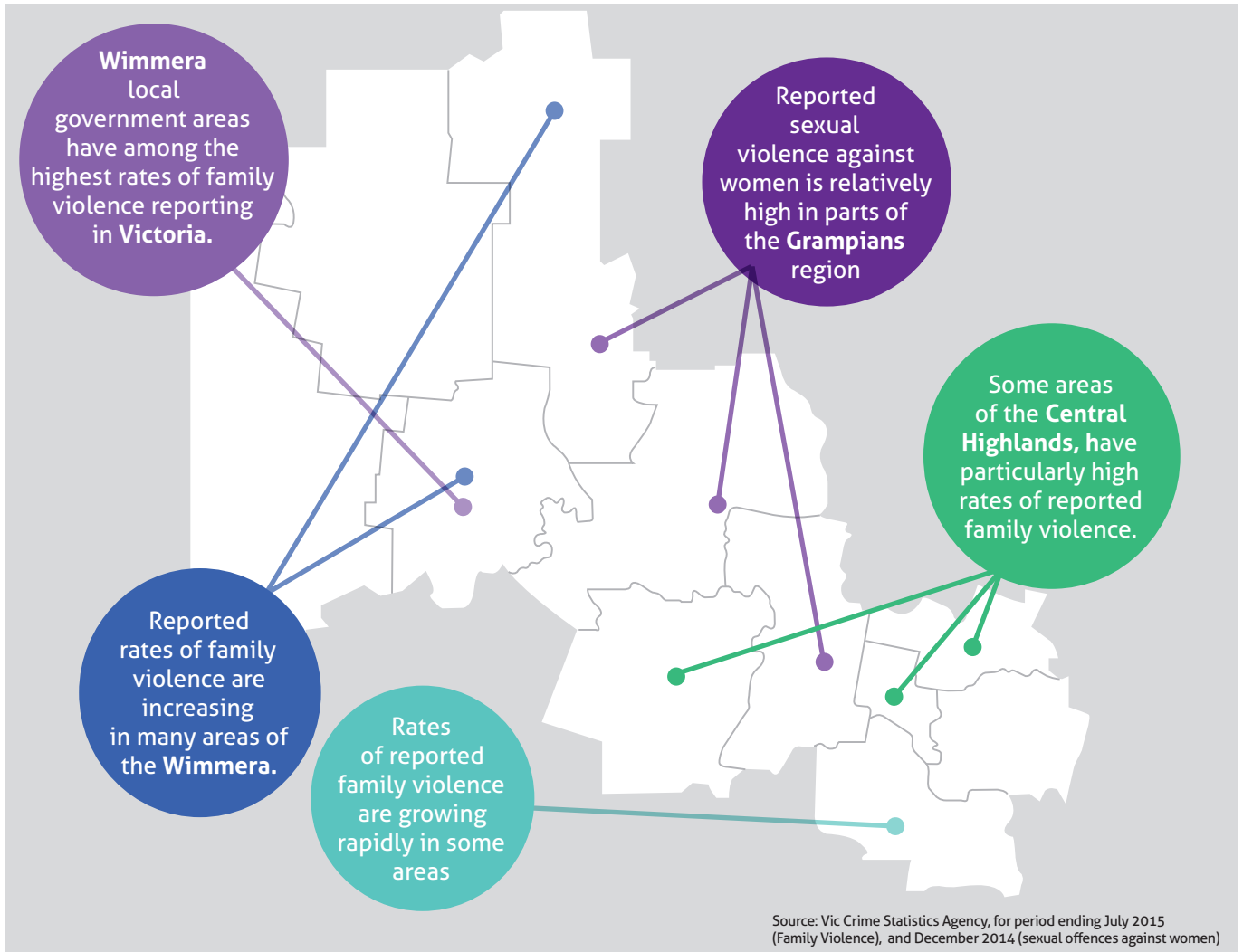
Disabilities: Women with disabilities are additionally disadvantaged and isolated in regional, rural and remote locations with limited access to transportation and specialist services²⁴. In the Grampians region women and girls with disabilities are twice as likely to experience violence as those without.²⁵

Figure 1

In rural and regional Australia	
Women living in rural areas are more likely than women in urban areas to experience family violence and face additional barriers to reporting and escaping abuse	
<p>Increased risk is associated with:</p> <ul style="list-style-type: none"> • Lack of visibility (geographical isolation); • Community attitudes and norms relating to tradition, gender stereotypes and unequal power relationships - reinforced with long held traditions such as passing land ownership down to sons etc.; • Increased gun ownership; • Exposure to natural disasters which can strengthen and reinforce gender stereotypes. 	<p>Increased barriers to reporting and escaping are related to:</p> <ul style="list-style-type: none"> • Physical distance in seeking help (geographical isolation); • Lack of access to public transport (abuser can have control have private transport); • Community attitudes that accept unequal power relationships and normalise abusive behaviour; • Lack of anonymity and fear of stigma, shame and community gossip in small communities • Lack of anonymity and fear for safety if continuing to live in small community/the need to move away from town and uproot children etc. • Complicated financial arrangements which can limit access and financial independence • Limited alternative and crisis accommodation to escape to; limited access to other services required such as legal and healthcare; and • Women with additional vulnerability and disadvantage are at an even higher risk and face even more barriers to reporting.

References: George & Flood, 2014; Campo & Tayton, 2015

Map 1: Violence against Women in the Grampians



A note about data

There is no 'league table' of better or worse performing areas in relation to violence against women. By *any measure or standard, violence against women is unacceptably prevalent*. Data should not be read as indicating success or failure, rather should be used as an indicative guide to some of the main issues facing the region as a whole, and the areas within it.

In general, there has been an increase in the number of recorded family incidents in recent years. This is in part due to improved recording of incidents at Victoria Police. Since 2011, initiatives such as the Family Violence Code of Practice have been put in place by Victoria Police to improve the recording of family incidents, the individuals involved and the offences committed.

The increase in the number of recorded family incidents may also be in part due to shifts in community awareness and attitudes regarding family violence. It shows that the

messages about family violence are getting through, and are being taken more seriously by citizens and institutions with more women and more community bystanders reporting incidents to Police.

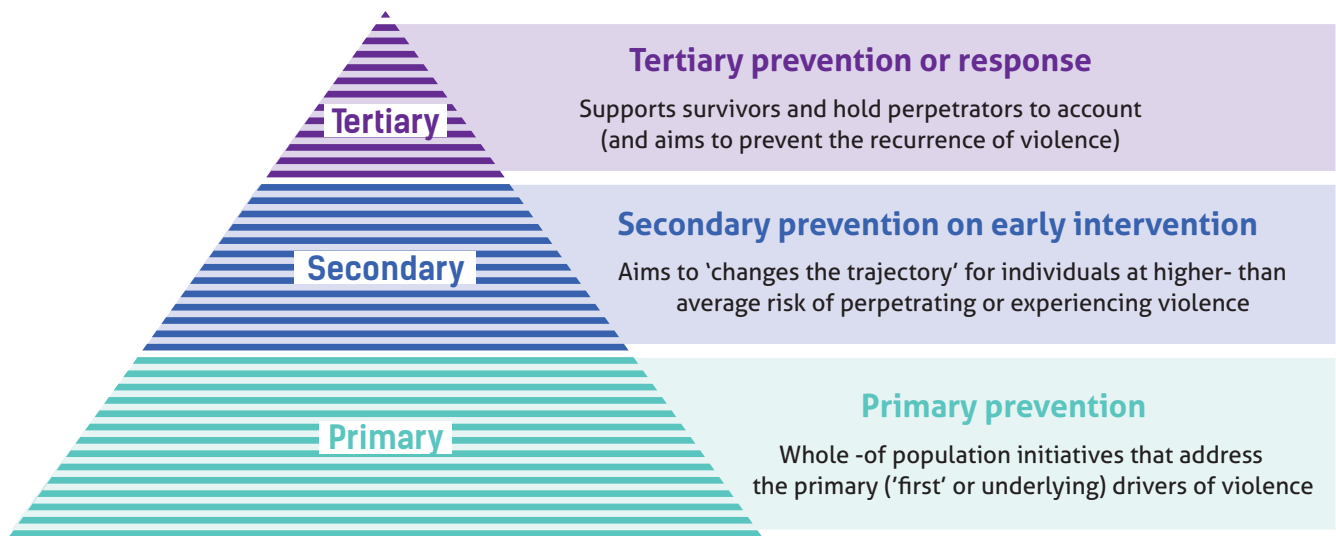
It should be noted research suggests the true incidence of family violence is significantly higher than the figures reported to police, with most incidents going unreported²⁶.

Given these factors, and knowing there are particular barriers to reporting in rural areas, a lower Family Violence Incident Report rate *should not* necessarily be considered a 'positive' result in a particular community. That is, a low rate does not imply family violence is not occurring, instead may indicate reporting rates are low and barriers are high. Potential barriers may include geographical isolation, prevalent local community attitudes, access to police (and their response and attitudes), poor access to other services such as legal, transport, housing and health care, and lack of anonymity.

5. A Primary Prevention Approach

To prevent violence before it occurs, a primary prevention approach is required. This means targeting change at the population level, addressing the underlying gendered drivers and conditions in which violence occurs. The diagram (figure 2) illustrates how primary prevention fits within a broader model of prevention.

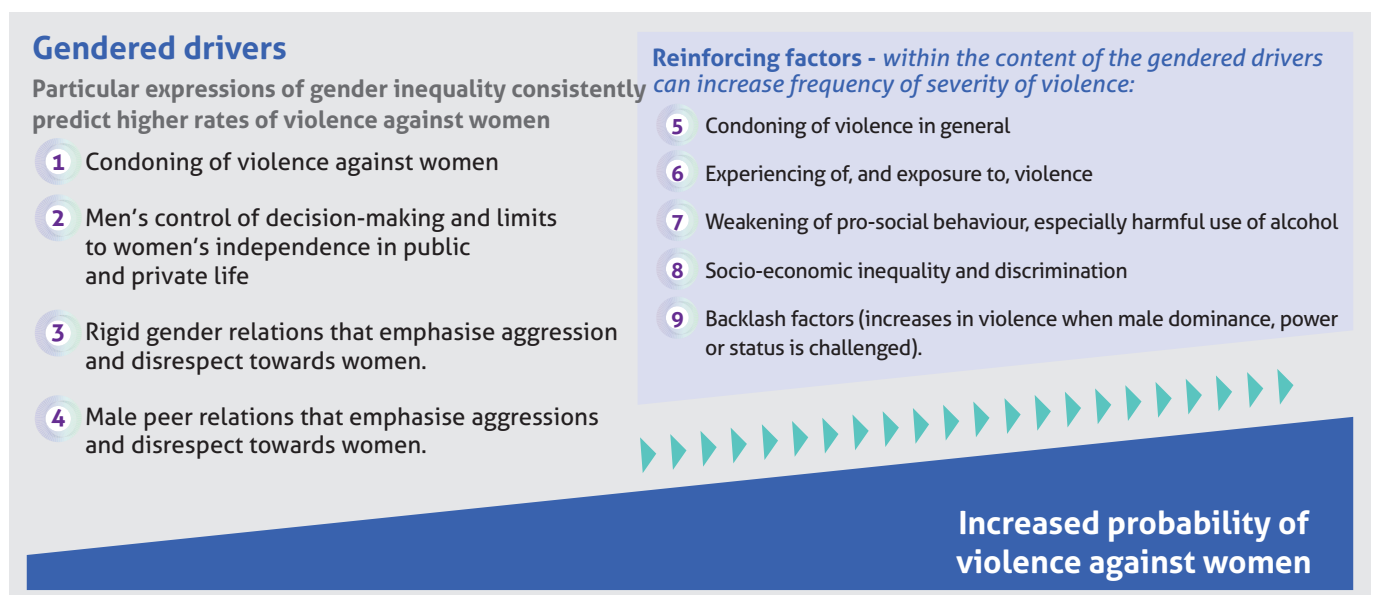
Figure 2 The relationship between primary prevention and other work to address violence against women



The Victorian Royal Commission into Family Violence Report (2016) notes, "There is no doubt that violence against women is deeply rooted in power imbalances that are reinforced by what we consider 'normal' or 'expect' regarding roles and behaviour for men versus women."

This is supported by the 2015 national framework 'Change the Story: A shared framework for the primary prevention of violence against women and their children in Australia' which provides an evidence-based approach and conceptual model for action for the primary prevention of violence against women. The framework is based on local and international literature and clearly articulates the link between gendered violence and gender inequality. The diagram below (figure 3) notes the four gendered drivers and the five reinforcing factors that contribute to a higher probability of violence against women. They note reinforcing factors are only relevant when the gendered drivers are also present.

Figure 3 Higher probability of violence against women



The Drivers of Violence Against Women

Condoning violence against women is evident by attitudes such as justifying, excusing, trivialising, downplaying, or shifting blame from the perpetrator to the victim.

Men **limiting the independence** of women. There are some notions of masculinity that represent male dominance and control as normal and inevitable. This is often reinforced in popular culture and in the systems and structures we inhabit. Limiting women's independence can send a message that women have a lower social value and are less worthy of respect. It can make women more economically dependent on men, and so less able to leave violent relationships. Having fewer women involved in public sphere and in positions of formal decision-making can reduce the emphasis on issues of women's safety.

Stereotyped constructions of masculinity and femininity, for instance where men can be considered typically insensitive, with the suggestion that men are 'naturally' more violent than women and have uncontrollable sexual urges.²⁷ Some stereotypes suggest women are 'naturally' more passive than men, and others present women as inherently deceitful and unfaithful. These deep-seated and often unquestioned ideas can combine to create environments in which notions that men are entitled to and have a responsibility to 'control' women.

Male peer relationships that emphasise disrespect towards women are not uncommon. These are the attitudes expressed by men to each other, through conversations, jokes, on social media or email, where women are disrespected. This can have several effects, including an emphasis on aggression and sexual 'conquest', the privileging of relationships with other men over relationships with women, and a potential reluctance for men to take a stand against examples of disrespect, aggression or violence, for fear of being rejected by their male peers.

All these factors combine to create the social context within which violence is more likely to occur.

**Together, we must
take responsibility
as a society to
end violence
against women
and children**



Actions to Reduce Violence against Women

The *National Change the Story Framework* identifies five essential actions, aligned with the drivers, to reduce violence against women.

- 1. Challenge the condoning of violence:** reduce the tolerance for attitudes, beliefs, practices that justify, excuse or downplay violence against women and their children, or that shift the blame from victim to perpetrator.
- 2. Promote women's independence in decision making in public life and relationships:** the independence of women to make decisions and exercise control is not curtailed
- 3. Challenge rigid gender stereotypes and roles:** stereotyped constructions of masculinity and femininity are left behind, not perpetuated
- 4. Strengthen equal and respectful relationships** between women and men, boys and girls:
- 5. Promote and normalise gender equality** in public and private life

What do primary prevention initiatives look like?

Primary prevention initiatives are aimed at the whole population, not only at individuals, and are directed across multiple settings and across the life course. Some examples are:

- Policy and institutional change to support and resource specific prevention work but also to embed gender equality in our society
- Participatory programs to challenge gender stereotypes and discrimination, promote respectful, equal relationships and gender equality, for example in schools or for new parents
- Initiatives to change organisational cultures and practices in workplaces, sports clubs etc.
- Community-led initiatives to empower women, or engage men in the promotion of non-violence and gender equality
- Australia-wide public communications, social marketing, behaviour change campaigns. For example, the Australian Government's 'Respect' television and print advertising campaign, the *Our Watch* campaign 'The Line' (www.theline.org.au)
- Engagement of the media for better reporting of violence and promotion of gender equitable norms

Prevention of violence is possible, but it requires fundamental changes to the social contexts and cultures that enable the gendered drivers of inequality and violence against women as highlighted above to thrive.

This CoRE plan provides the rationale and impetus for organisations, networks and individuals across the Grampians region to meaningfully enact these principles of gender equality, wherever they have influence, authority and interest.

6. The Plan Development

The Communities of Respect and Equality Plan was initiated by Women's Health Grampians and developed collaboratively by a Reference Group involving senior staff from 26 key organisations from across the Grampians region. They are:

- Ararat Rural City Council
- City of Ballarat
- Ballarat Community Health Centre
- Barwon Centre Against Sexual Assault (Wimmera)
- Child and Family Services Ballarat
- Central Highlands Primary Care Partnership
- Central Highlands Family Violence Committee
- Department of Health and Human Services
- Golden Plains Shire Council
- Goolum Goolum Aboriginal Co-op
- Grampians Community Health
- Grampians Integrated Family Violence Regional Action Group
- Grampians Pyrenees Primary Care Partnership
- Hepburn Shire Council
- Hindmarsh Shire Council
- Horsham Rural City Council
- Moorabool Shire Council
- Northern Grampians Shire Council
- Pyrenees Shire Council
- West Wimmera Shire Council
- Western District Integrated Family Violence Partnership
- Wimmera Primary Care Partnership
- Wimmera Uniting Care
- Women's Health Grampians
- WRISC Family Violence Support
- Yarriambiack Shire Council

Covering a wide geographic area, stakeholders provided input through a variety of means including three video conferenced Reference Group meetings, email, telephone and one on one conversations over a three-month period. Meetings were facilitated by external consultants, Foresight Lane, who then drafted each stage of the Plan's development. Collectively a shared vision, principles and goals were developed and ongoing mechanisms for governance of the strategy established.

The purpose of the CoRE Plan is to lay the foundation for integrated work in the primary prevention of violence against women and their children and to improve gender equity across the region. The plan has been developed to provide a shared vision and clear strategic goals to support all organisations, clubs and networks in the region wanting to work collectively towards this vision.

The intention of the CoRE Plan is to:

- Reflect and support a **collective impact** approach
- **Promote a shared understanding** of the underlying causes of violence against women and children
- Facilitate the adoption of **evidence based strategies** and actions to address it
- Guide resources, activities and priorities to ensure all interested organisations are working in the same direction

The CoRE Vision

The vision comprises the following beliefs:

- A safe, equal and respectful society for everyone.
- Our communities can be better places to live, if we take action to promote change.
- Violence against women is considered unacceptable by any standard or measure.
- The main driver of violence against women and children – gender inequality – can be changed and our society can reflect equality for men and women in all spheres of civic and personal life.

The Audience

This plan applies to everyone. For success, *each and every person in each and every environment* needs to consider their role, responsibility and relationship to gender equality. It includes our roles in workplaces, clubs, schools, social settings, homes, families and elsewhere. The plan is concerned with systems level change, therefore it is primarily directed at organisations. Individuals have the opportunity to engage and influence by encouraging organisations they are part of, professionally and personally, to participate in the Plan.

**We can all help
to end violence
against women**



The Alliance

The CoRE Plan will be driven by the CoRE Alliance, a voluntary alliance of organisations, clubs and networks within the Grampians region working together towards a shared vision to prevent violence against women.

Strategic Goals

The CoRE Alliance will work both in partnership and as individual organisations towards this vision by achieving the following goals:

- 1. Improved systems, structures, policies and practices** that address gender equality in organisations and collectively
- 2. Increased ability to challenge** the drivers of gender inequality and violence in our social and professional settings, including sexism, discrimination and stereotypes
- 3. Stronger partnerships** that include a broad range of participants, united to address the drivers of violence against women
- 4. Better shared information** about what works and what doesn't, to inform and encourage continued action

The Principles

The following principles will underpin the work of the CoRE Alliance in working towards their strategic goals.

TRANSFORM

We aim to achieve transformative change in Grampians communities. We value the differences between men and women, and actively address the structures, norms and behaviours that reinforce gender inequality.

GENERATE

We unleash the abilities of those who want to make a difference. We help people and organisations to identify their own roles and responsibilities within this broader belief.

COLLABORATE

We work interdependently on shared solutions, gaining strength from each other, but not shying away from our own responsibilities. We find, strengthen and listen to networks of influence, both traditional and unconventional.

LEAD

We demonstrate change by doing it in our own places and organisations. We make sure that our own practices model gender equality. We listen to those affected by violence and inequality to make sure we are doing the right things.

INNOVATE

We look for new solutions to old problems. We learn from previous mistakes, successes and use evidence about what is effective to keep finding new ways.

It is useful to be aware the implementation of this plan is taking place in the context of strategic actions at both national and statewide level, which aligns with and will reinforce and support actions at local and regional level.

7. The CoRE Plan

Communities of equality and respect: Preventing violence against women and children in the Grampians

Vision

We believe in a safe, equal and respectful society for everyone.

We believe that our communities can be better places to live, if we take action to promote change.

This means that violence against women is considered unacceptable by any standard or measure.

This means that the main driver of violence against women and children – gender inequality – will not exist.

Audience

This applies to everyone.

Each and every person in each and every environment needs to consider their role, responsibility and relationship to gender equality.

It includes our roles in workplaces, clubs, schools, social settings, homes, families and elsewhere.

Principles

TRANSFORM

We aim to achieve transformative change in Grampians communities. We value the differences between men and women, and actively address the structures, norms and behaviours that reinforce gender inequality.

GENERATE

We unleash the abilities of those who want to make a difference. We help people and organisations to identify their own roles and responsibilities within this broader belief.

COLLABORATE

We work interdependently on shared solutions, gaining strength from each other, but not shying away from our own responsibilities. We find, strengthen and listen to networks of influence, both traditional and unconventional.

LEAD

We demonstrate change by doing it in our own places and organisations. We make sure that our own practices model gender equality. We listen to those affected by violence and inequality to make sure we are doing the right things.

INNOVATE

We look for new solutions to old problems. We learn from previous mistakes, successes and use evidence about what is effective to keep finding new ways.

Goals

Together, and as individual organisations, we will achieve...

Improved systems, structures, policies and practices that address gender equality in organisations and collectively

Increased ability to challenge the drivers of gender inequality and violence in our social and professional settings, including sexism, discrimination, and stereotypes

Stronger partnerships that include a broad range of participants, united to address the drivers of violence against women

Better shared information about what works and what doesn't, to inform and encourage continued action

8. Implementation and Action

The transition from planning to implementation and action will be undertaken via the Grampians Communities of Respect and Equality [CoRE] Alliance, which organisations across the region are invited to join. Local councils, community organisations, small and large businesses, local sporting clubs and other groups and networks, can participate by undertaking an activity or activities that will support progress against one or more of the four strategic goals noted in the plan.

Membership of the Grampians CORE Alliance. requires formally committing to the vision, principles and goals of this plan by completing the Alliance Membership document, available from Women's Health Grampians.

Membership requires a commitment to:

- **Working collaboratively with other Alliance partners** to build momentum, gain strength, share knowledge, resources and ideas.
- **Integrating activities in line with achieving the vision and strategic goals** into the organisation's planning documents.
- **Resourcing action within the organisation** to enable activities identified to be undertaken and ensure meaningful participation in the Alliance.
- **Communicating with the Alliance and governance group** to monitor progress, identify challenges and to share information that will build the capacity of the Alliance to meeting the vision.

To help members with this, organisations will have access to the following support and resources provided by Women's Health Grampians:

- Advice and expertise to support organisations when undertaking planning, and associated actions (via individual meetings or membership on your committees or working groups)
- Leadership briefings to senior staff, councils, boards or committees to increase knowledge about violence against women, prevention strategies and the importance of, and potential for, leadership and activities within organisations.
- Appropriate, relevant and topical written resources.
- 'Community of Practice' sessions to build capacity of staff working on actions by increasing their knowledge and skills and providing a platform for sharing local stories and information.
- Training on a broad range of topics to support progress on activities identified.
- Support with workplace based programs such as Act@Work.

Governance and monitoring

The membership and work of the CoRE Alliance will be overseen by the Grampians CoRE Alliance Governance Group (CoRE AGG). The purpose of the CoRE AGG is to manage the implementation and strategic responsiveness of the CoRE Plan to optimize the outcomes.

Membership of the CORE AGG will be drawn from CORE Alliance member organisations and take into account the member organisation's core business and geographical coverage with the intention of maximizing the different types of organisations, and broad geographical representation. The Women's Health Grampians CEO will Chair the AGG through the establishment phase.

The CoRE Plan implementation process will seek to identify and recognise existing work being undertaken across the Grampians, and highlight actions that can be embedded within existing programs and policies and others that require additional input. It will also serve as a catalyst for increased coordination and collaboration of prevention activities in order to augment existing approaches, avoid unnecessary duplication and most importantly, ensure we are coordinating initiatives to achieve a mutually reinforcing effect towards the prevention of violence against women and children in the region.

The CoRE AGG will work together to ensure that evaluation forms part of all prevention of violence initiatives in the region, and that the impact of the work is monitored and measured. An evaluation framework will be developed in the next phase of activity under the CoRE Plan which will be resourced appropriately as a tool for learning and accountability.



If you are interested in becoming a member of the alliance, the commitment document and other resources are available on the WHG website and Women's Health Grampians staff are available to discuss and answer any questions you might have: www.whg.org.au

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**11.2. COMMUNITY CONSULTATION PROCESS - TRENTHAM HUB
GENERAL MANAGER COMMUNITY SERVICES**

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

PURPOSE

The purpose of this report is for Council to endorse a deliberative consultation process to progress the creation of the Trentham Community Hub on a suitable site.

BACKGROUND

The Trentham Community Facilities Review (2013) recommended development of a multi-use community hub in Trentham, combining the operations and services of the Trentham Neighbourhood Centre, Mechanics Institute Hall, Library and providing a Visitor Information Centre presence. It's recommended that the Hub be built on the site of the existing Mechanics Institute.

In September 2014 Council endorsed the draft concept design, proposed governance model and business plan for the Trentham Community Hub. Council also noted that officers would commence applying for external funding for the capital cost of the Trentham Community Hub.

ISSUE/DISCUSSION

At its June 2016 meeting Council resolved to endorse an additional broad-based community consultation process to facilitate the best way to progress the creation of the Trentham Community Hub on a suitable site and which considers the utilisation of the existing Mechanics Institute building.

With initial contact through the community there had been some preliminary discussions about a different approach to engagement with New Democracy Foundation, an independent research organisation which conducts practical real world trials of innovative democracy, including Citizens Juries.

The consultation process should meet the following criteria. It should be:

- Broad based and representative of the community;
- Independent from key interest and stakeholder groups;
- Collaborative – “When we work actively with the community in developing solutions”;and,
- Based on facts and evidence.

It is proposed to empower a more representative sample of the community to recommend an approach forward for the Trentham Hub project by using a Citizens Jury.

A Citizens Jury is an innovative means of involving everyday people in the process of decision-making. It is a group of randomly selected members of a community convened to consider a given topic and provide a response or recommendation to the governing body.

Citizens' Juries work because the wider community see that citizens like them are:

- being given complete access to information;
- studying detailed evidence; and,
- hearing from subject-matter experts.

Consultation Scope

There will be no consultation on the need for a Trentham Hub and the services to be included as it is agreed that a community hub is needed in Trentham and will include a function area, kitchen, library, meeting/classroom space, research room, office and visitor services, an area of 1,128 square metres. The Citizens Jury will be asked to consider the best site to for the Trentham Hub, with no limitation on site options.

Consultation process

It is proposed to conduct a Citizens Jury made up of a random, representative sample of Coliban Ward residents and rate payers. This will involve:

1. Inviting a random sample of Coliban residents and rate payers to be part of the jury.
2. Stratifying responses by age, gender, and family status to select a jury of 20-24 people. People who have publically advocated strong views about the location of the Trentham Hub and/or future use of the Trentham Mechanics Institute, including demolition will be excluded from the jury. They may however be invited to present their views.
3. Conduct of a Citizens Jury with an independent facilitator. It is envisaged that this will involve one - two sessions where the jury hears from witnesses, asks questions and initial facilitated deliberation, including any requests for follow up information from the jury. All information provided to the jury, except where it is commercial in confidence, will be made publically available. This will be followed by final deliberation and recommendation to Council.

Once the jury recommendation is received, Council will consider the recommendation and make a decision. Jury members and the community will be advised of the outcome and next steps.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Active and Engaged Communities

Key Strategic Activity:

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

FINANCIAL IMPLICATIONS

Costs associated with conducting a Citizens Jury include cost of undertaking an independent random sampling and invitation to participate in the jury, payment of an honorarium to jurors, engaging independent facilitator, catering and other miscellaneous costs. The estimated cost is between \$15,000 and \$20,000. New Democracy have offered to oversight the process at no cost. Council has allocated funding for construction of the Trentham Hub project in its 2016-17 budget.

RISK IMPLICATIONS

The risks associated with the proposed Citizens Jury to recommend a preferred site for the Trentham Hub are minimal.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The focus of a community hub is to provide a space and environment that supports collaboration between user groups in a way that builds capacity and enables each organisation to deliver opportunities that would otherwise not be available. Additional benefits for Trentham are to consolidate services and activities and reduce operational burdens on volunteers.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

There were two rounds of broad community engagement about concept designs for the Trentham Hub including community presentations and displays, surveys and the Trentham Hub web page.

In February, March and April 2016 community members were invited to consultation sessions regarding the Trentham Hub Project with the Mayor, Cr Neil Newitt, Ward Councillor, Cr Sebastian Klein and CEO, Aaron van Egmond. Over 60 people took up the invitation to meet and express their views.

A cross section of Trentham community members and people who have been active in the discussion about the location of the Hub and the future of the existing Mechanics Institute building met on Friday 15 July to discuss and endorse the

consultation scope and process. Once the Citizens Jury process is completed these community members will be asked to confirm that the process undertaken was what had been agreed.

CONCLUSION

The benefits of undertaking a deliberative process to work through the location of the Trentham Hub are that a variety of viewpoints are heard and discussed. Based on the previous Citizens Jury experiences, outcomes of the process are trustworthy, balanced and considered.

OFFICER'S RECOMMENDATION

That Council:

- 11.2.1. Endorse the proposed Citizens Jury process set out in the report to make a recommendation to Council on the preferred site for the Trentham Hub.
- 11.2.2. Approve an allocation of up to \$20,000 to conduct the Citizens Jury process.

MOTION

11.2.1 That Council defers item 11.2 for one meeting cycle.

Moved: Councillor Kate Redwood AM

Seconded: Councillor Sebastian Klein

Carried

Councillor Kate Redwood left the meeting due to a conflict of interest in item 11.3 at 7:22pm.

11.3. FIRST RIGHT OF REFUSAL TO PURCHASE FORMER DAYLESFORD POLICE STATION AND POLICE RESIDENCE AT 15 CAMP STREET, DAYLESFORD 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 intention to purchase the former Daylesford Police Station and police residence at 15 Camp Street, Daylesford.

BACKGROUND

The Department of Treasury and Finance (DTF) has advised Council that the former Daylesford Police Station and police residence has been declared surplus by the Department of Justice and is currently being prepared for sale. Council has the opportunity to purchase the site at 50% of the current market value as determined by the Valuer General Victoria (VGV) under the First Right of Refusal process. This is referred to as the 'community value' however also carries a number of conditions imposed on Council as part of the sale contract. A formal VGV valuation will be provided when it is closer to transacting a sale however an estimated 'community value' price of \$500,000 has been provided.

ISSUE/DISCUSSION

The property includes two buildings (a residence and commercial type building) situated on a very large parcel of land (2,325m²). A discount of 50% will be applied to the market valuation of the property for sale of government property to Council for "community use purposes only". Every case is assessed by the VGV according to circumstances.

Council's existing building portfolio is in various stages of deterioration and needing significant investment to maintain these assets at acceptable standards and community expectations. Based on the current and future service delivery expectations Council officers do not believe this building is required to support councils service delivery.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Quality Community Infrastructure

Key Strategic Activity:

10. Effectively manage Council's Asset portfolio in order to improve service levels while progressively closing the asset renewal gap.

FINANCIAL IMPLICATIONS

None noted.

RISK IMPLICATIONS

None noted.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

None noted as there is no strong service need for Council to procure the property.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

In March 2014 Daylesford Neighbourhood Centre presented to Council on the potential for Council to procure the site to address the challenges with vehicle access should the property be placed into private ownership. A number of other approaches to officers have also been made in more recent months.

If Council was to consider a purchase of the property it must advise DTF by 31 July 2017, after which time DTF will provide a formal market valuation.

CONCLUSION

Given there is no identified service need or community need as part of Council's operations to support the procurement of the property, it is recommended that Council does not purchase the property and the Department of Treasury and Finance be advised accordingly.

OFFICER'S RECOMMENDATION

That Council:

- 11.3.1. Determines that it does not proceed to purchase of the former Daylesford Police Station and police residence at 15 Camp Street, Daylesford.
- 11.3.2. Provides formal advice to the Department of Treasury and Finance of Council's decision not to proceed with the sale.

MOTION

That Council:

- 11.3.1. *Determines that it does not proceed to purchase of the former Daylesford Police Station and police residence at 15 Camp Street, Daylesford.*
- 11.3.2. *Provides formal advice to the Department of Treasury and Finance of Council's decision not to proceed with the sale.*

Moved: Councillor Pierre Niclas

Seconded: Councillor Sebastian Klein

Carried

Councillor Kate Redwood returned to the meeting at 7:28pm.

Councillor Pierre Niclas left the meeting at 7:28pm.

Councillor Pierre Niclas returned to the meeting at 7:29pm.

11.4. YOUTH STRATEGY 2016-21

GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Manager, Community & Economic Development, I Mark Travers have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to adopt the Youth Strategy 2016-21.

BACKGROUND

The 2013:2017 Council Plan included a commitment to review and update the Youth Strategy as part of the Active and Engaged Communities strategic activity.

The strategy builds on the ideas and themes of Hepburn Youth Engagement Strategy (HYES 2015) conducted in 2015.

ISSUE/DISCUSSION

Hepburn Shire Council will complete projects and initiatives that are the outcome of the strategy with the following objectives:

- Facilitate participation that is meaningful to young people
- Collaborate with organisations and the community
- Provide opportunities for involvement of young people in projects and programs

The Action Plan is a set of initiatives that have been developed to address the objectives of this strategy and the needs and wants of young people in Hepburn Shire. They are listed according to the themes and recommendations that have been developed by the HYES 2015

Big Ideas

Movie Day:

A movie day/night with popcorn, drinks, ice-cream and beanbags – the lot! Other places do this sort of thing but nothing local. We can just walk down with our parents.

Self Development Program:

A structured program for young people in the community aimed at self development

A Theatre Group:

A theatre group for the local area. A way for young people to participate in theatre activities and performance.

Music (Learning and Performing)

A place to learn and perform music.

Gaming Lounge

A gaming lounge with lots of different video games. You would have to book ahead for a session and it would be really cheap or free. It would be great for people who don't have video games.

Activity

Digital Community:

The facilitation of a digital community platform that provides information about what's on and where for young people. This will provide an opportunity to recognise and support the community members that are engaged in supporting young people such as clubs and organisations.

Social

FReeZA Program:

The FReeZA program provides young people with the opportunity to attend affordable and accessible music and cultural events that are planned and delivered by youth for youth.

Space Activation:

Build on current out of hours youth activities in libraries/hubs and pilot new activities in these and other civic spaces. Promote the spaces with free Wifi and develop a plan to extend Council provided free Wifi.

Clubs & Organisations

Youth Advisory for Projects:

Council will work with young people to ensure they have a voice in projects that may affect or have an impact on them. This will be on a case by case basis.

Quick Response Youth Grants:

The Quick Response Youth Grants are designed to be accessible to young people in Hepburn Shire. The application process is intended to be easier and quicker than other grant processes. They will be available all year round.

Public Sector & Government

School Holiday Program:

Support school holiday programs by coordinating events in libraries. Fund school holiday activities for 12 + years initiated by community and young people's ideas. Pilot a bus option from Creswick, Clunes and Trentham to the Daylesford ARC school holidays program for increased participation

Employment Opportunities Program:

This is a program for young people to complete a term/period of work placement in various departments of Council.

The offering will be tiered for various types and levels of placement. This could involve all Council departments. The program has the potential to create significant

benefits such as career development for our young people and increased engagement with Council.

Volunteer Program:

Promote HSC volunteer opportunities for young people. Benefits would be:

1. Valuable experience in customer service and other work practices;
2. An increased pool of volunteers for the VICs and other organisations;
3. Increased engagement between young people and their communities.

Education Initiatives:

Support DSC and other agencies e.g. LLEN to understand the reasons for disengagement from learning in Hepburn Shire and ways to address this.

Youth-led Enterprise:

Investigate opportunities to facilitate youth led enterprise and promote employment opportunities for young people in Hepburn Shire either through the private sector or community led venture.

Transport

Transport:

Transport options for young people have been identified as a challenge for young people in Hepburn. This concerns transport for education, social and employment needs.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Active and Engaged Communities

Key Strategic Activity:

8. Engage our young people, invest in them now and create our community leaders for the future.

Action: Review and update the Youth Strategy

FINANCIAL IMPLICATIONS

Year 1 strategy outcomes will be implemented using funds approved in the FY17 budget under the project named: Implementation of Youth Strategy

Council approved \$100,000 to implement the year one program that allows for the hire of a resource to deliver the program.

RISK IMPLICATIONS

Each project and initiative will undertake a risk assessment to determine any risks that require addressing.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The Youth Strategy projects and initiatives will have lasting social impact throughout the Shire as it has been identified as a priority in every ward. The projects and initiatives are designed in such ways that Council will be able to partner with other community groups to deliver the programs.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Hepburn Youth Ideas Competition

The 'Hepburn Youth Ideas Competition' was created to address these aims by providing young people in Hepburn Shire with an opportunity to receive \$1,000 to put towards their idea for young people into action. This competition received 300 submissions, 1,659 votes and 177 comments from across the Shire through the online medium 'Our Say' and pop-up events.

In addition to this, meetings with local stakeholders were held for broad perspectives on the needs of young people across the Shire. From this data and the online submissions, ideas and issues could be grouped into five themes, these being:

Activity 320 Responses

Ideas centred on activities young people can do such as improving existing facilities or creating new spaces that are conducive to different activities.

Social 80 Responses

Increased opportunities for safe, low cost interactions; this includes movie nights, festivals and gathering spaces for young people.

Clubs & Organisations 22 Responses

Upgrades to established clubs such as football or netball clubs; this includes opportunities for the creation of new clubs, such as the visual arts, music or gaming.

Private Sector and Government 80 Responses

Projects driven by the private sector to improve things for young people; this was largely access to retail stores and also opportunities for entertainment and employment. This theme has a strong relationship to the Shire's economic development strategies.

Transport 25 Responses

Improved transport, with an emphasis on improved services to and from Ballarat and at times that would enable inter-town employment after school and on weekends.

CONCLUSION

The 2016 Youth Strategy will engage our Youth in meaningful ways that have the possibility of continuing into the future with or without further Council support. Year

1 of the implementation plan sets up much of the program and will demonstrate Council's commitment to our Youth.

OFFICER'S RECOMMENDATION

11.4.1. That Council adopts the Youth Strategy 2016-21

MOTION

11.4.1. *That Council adopts the Youth Strategy 2016-21*

Moved: Councillor Kate Redwood AM

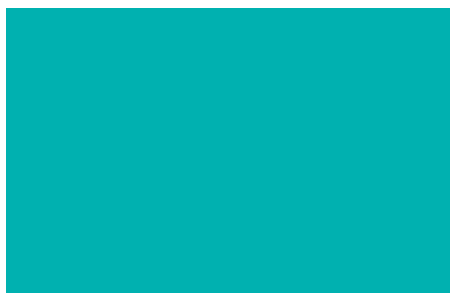
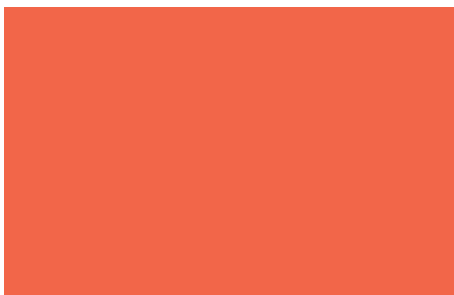
Seconded: Councillor Sebastian Klein

Carried

ATTACHMENT 3 - YOUTH STRATEGY 2016-21

HEPBURN SHIRE YOUTH STRATEGY

2016 - 2021



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01. FORWARD

In 2015 Hepburn Shire Council (HSC) acted to engage in a meaningful way with the young people of the Shire. Using innovative engagement methods, widespread communications took place to find out all about the young people of Hepburn and their needs and wants. Engagement took place through pop-up events around the Shire, local discussions and online forums. Many community stakeholders were also involved and their input is valued along with the many comments received from young people. The resulting report captures the diverse needs and wants of young people in Hepburn. The information provided by the HYES 2015 directly informs this Youth Strategy and is provided as Appendix 1.

The engagement process has reinvigorated Hepburn Shire's focus on young people and the commitment to provide service, projects and activities that have meaning. This strategy has identified where there are shortcomings and how HSC will address them using collaborative practice and by the provision of supportive services and infrastructure.

Hepburn Shire aims to maintain the excitement and momentum created by the 2015 engagement process and the following strategic document explains how this will happen over the next 5 years



02. INTRODUCTION

1.1 YOUTH STRATEGY 2016 - 2021

This strategy will cover the next five years of service delivery for young people in Hepburn Shire. It follows the Hepburn Shire Council Youth Strategy, 'Close to Home' which covered the period of 2011-2014.

This strategy has been developed in good faith with the community. Delivery of the strategic outcome is subject to outgoing budget commitments and available resources. It will be reviewed every two years to ensure that we are on track.

This document will provide an action plan as a part of the strategy.

[Links to other strategies and plans](#)

This strategy has been developed alongside the following council strategies and plans:

- The Hepburn Youth Engagement Strategy 2015

- Hepburn Shire Council Plan 2013 – 2017

- Hepburn Shire Council Municipal Public Health and Wellbeing Plan 2013 – 2017

- Hepburn Shire Council Events Strategy

WHAT WE WILL DO

Hepburn Shire Council will complete tasks and projects with the following objectives:

- Facilitate participation that is meaningful to young people
- Collaborate with organisations and the community
- Provide opportunities for involvement of young people in projects and programs

All the projects and initiatives will be delivered with the following guiding principles:

- Encourage opportunities for learning and participation
- Ensure we are providing a safe environment in our activities and events
- Provide access to information and technology
- Be mindful of the transport issues that young people face in Hepburn Shire
- Promote fairness and acknowledge diversity in young people

HOW WE WILL DO IT

Through the facilitation of events that are planned and delivered by young people, for young people.

This will be through the State funded FReeZA program which provides young people with the opportunity to attend affordable and accessible music and cultural events.

Operated through the non-profit organisation, 'The Push', music related programs aim to educate, entertain, inspire and empower young people.

Council will implement this program as a part of the Action Plan of this strategy.

By listening to what young people in Hepburn Shire want and need, and acting on it.

The HYES 2015 provides five winning ideas, plus many other valuable contributions from young people across the Shire as a result of the Hepburn Youth Ideas Competition.

These ideas communicate the events or projects young people would like to see happen in their community. Hepburn Shire intends to act on these ideas, and others.

Promoting and maintaining channels of communication for youth is also a priority, in particular, social media and online options will be considered.

Continuing to build and support infrastructure provision aimed at youth organisations, initiatives and activities will also remain a priority for HSC.

By acknowledging the challenges and seeking solutions.

Hepburn Shire Council acknowledges that there are challenges for young people in Hepburn. Council intends to work or collaborate with organisations and agencies where research, advocacy, support, funding and solution finding are promoted.

This includes the 'Bridging the Barriers' project which represents partnership between educational and research stakeholders as well as invested community members.

HSC recognises that there is a valuable resource in the strong community and volunteer base across Hepburn that contributes to the health and wellbeing of young people in Hepburn.

03. OUR YOUNG PEOPLE

DEMOGRAPHICS

Youth is defined in this document as 12-24 years of age. This includes the three main stages of adolescence - early, middle and late - in which the physical, intellectual, emotional and social changes take place (Australian Institute of Health and Welfare 2011).

In addition to this, Hepburn Shire Council recognises the benefits of early engagement with young people, from as early as ten years old, promoting a connection through the transition phase of primary school to high school. Through earlier engagement there is a greater possibility of maintaining a relationship during the high school years and on to higher education and employment.

CHALLENGES

Challenges exist in that Hepburn Shire has one secondary school, (Daylesford Secondary College), that students from other areas in the Shire cannot easily access. Students from areas outside of Daylesford are more likely to attend secondary schools in other localities such as Ballarat or Kyneton. This situation is problematic on two fronts:

1. The education choices for some families are limited;
2. Engaging with young people in Hepburn is difficult as they cannot be reached via the schools they attend.

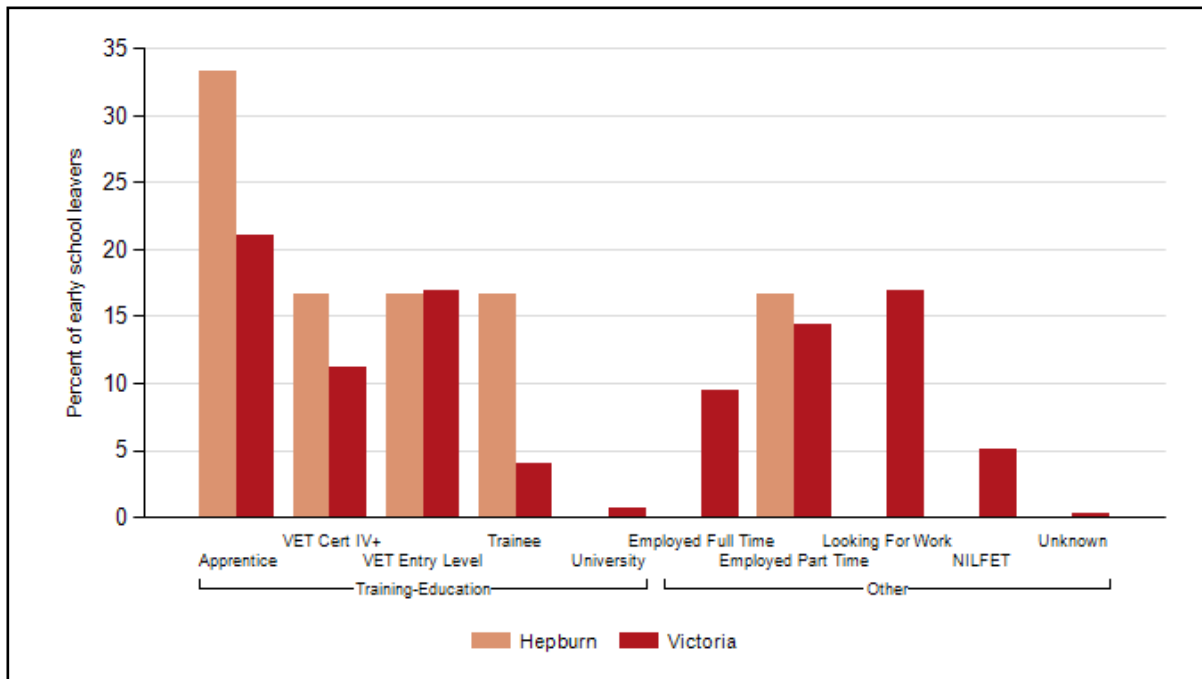
In addition to this, there is a reported high percentage of disengagement (with formal schooling) by young people across the Shire which is being addressed by the *Bridging the Barriers* project.

Bridging the Barriers is a project designed to investigate the reasons for low school attendance in Hepburn Shire, as compared to other LGAs in the region. The project represents a partnership between Federation University and schools in the Shire as well as other key organisations. Findings from this research will be important to understanding this education issue and how it can be addressed.

HSC also supports the investigation of alternative environment education options. This involves working with specific program providers (such as LLEN) to identify and offer appropriate education solutions for young people that have been identified as disengaged or at risk of disengagement.

Pathways and options for young people's access to higher education options are also of note. Data from the *On Track* report (Department of Education and Early Childhood Development 2014) suggests that young people in Hepburn that leave education before finishing Year 12 do not pursue further education and that a low percentage of these young people pursue higher education pathways when compared to the rest of Victoria (See Table 1). This shows the importance of providing young people with a range of options for their future.

Table 1 Destinations of 2013 early school leavers: Hepburn LGA and Victoria (Department of Education and Early Childhood Development 2014)



Reports from community members working with young people also report several challenges around climate, rural isolation, socio-economic disparity and diverse family blends across the Shire. These challenges must be acknowledged and, where possible, addressed in the implementation of projects and initiatives.

SUMMARY OF THE HEPBURN YOUTH ENGAGEMENT STRATEGY 2015 (HYES 2015)

In 2015, Hepburn Shire Council undertook an engagement strategy in order to more fully understand the position of young people in the Shire, their needs and wants. Through consultants, a project was delivered that aimed to:

- Connect widely with young people in places where they are comfortable and familiar;
- Increase awareness about the youth strategy and the youth services Council offer;
- Build the capacity of local young people to plan and design initiatives for their local neighbourhood;
- Gather ideas for future activities for young people, places and services;
- Commit to acting on what young people want to see in the neighbourhood, through the youth strategy action plan; and
- Reach 10 per cent of Hepburn's youth population.



Hepburn Youth Ideas Competition

BIG IDEAS!



The 'Hepburn Youth Ideas Competition' was created to address these aims by providing young people in Hepburn Shire with an opportunity to receive \$1,000 to put towards their idea for young people into action. This competition received 300 submissions, 1,659 votes and 177 comments from across the Shire through the online medium 'Our Say' and pop-up events.

In addition to this, meetings with local stakeholders were held for broad perspectives on the needs of young people across the Shire. From this data and the online submissions, ideas and issues could be grouped into five themes, these being:

ACTIVITY



Activity

Ideas centred on activities young people can do such as improving existing facilities or creating new spaces that are conducive to different activities.

320 Responses

SOCIAL



Social

Increased opportunities for safe, low cost interactions; this includes movie nights, festivals and gathering spaces for young people.

80 Responses

CLUBS & organisations



Clubs & Organisations

Upgrades to established clubs such as football or netball clubs; this includes opportunities for the creation of new clubs, such as the visual arts, music or gaming.

22 Responses

PRIVATE SECTOR & government



Private Sector and Government

Projects driven by the private sector to improve things for young people; this was largely access to retail stores and also opportunities for entertainment and employment. This theme has a strong relationship to the Shire's economic development strategies.

80 Responses

TRANSPORT



Transport

Improved transport, with an emphasis on improved services to and from Ballarat and at times that would enable inter-town employment after school and on weekends.

25 Responses

Several recommendations under each theme were provided as potential projects or services for Council to consider. As such, the HYES 2015 should be viewed in conjunction with this document (Appendix 1). These recommendations, along with the top five ideas from the Hepburn Youth Ideas Competition will form the basis of the Action Plan for this strategy.

04. ACTION PLAN

The Action Plan is a set of initiatives that have been developed to address the objectives of this strategy and the needs and wants of young people in Hepburn Shire. They are listed according to the themes and recommendations that have been developed by the HYES 2015. Reference has been made, where applicable to these recommendations.

The Hepburn Youth Ideas Competition contributed to the Youth Strategy by asking young people in Hepburn for their 'Big Ideas' through an online forum and pop-up events. Ideas were voted on providing a snapshot of what young people would like to see happen for their area. As a result there are five top ideas from across the Shire; implementing these ideas, or projects, is a priority for Council, to work with the individual winners and ensure that their idea and vision comes to fruition. They are listed as the first five initiatives of the Action Plan. These ideas will be treated as pilot projects and assessed for continued implementation.

Additional initiatives in the Action Plan address other recognised issues such as education, recreation facilities, transport challenges and employment options for young people. These are drawn from information provided by youth engagement as well as what we have heard from educational and community stakeholders in Hepburn Shire that have strong links and involvement with young people and their activities.

BIG IDEAS!



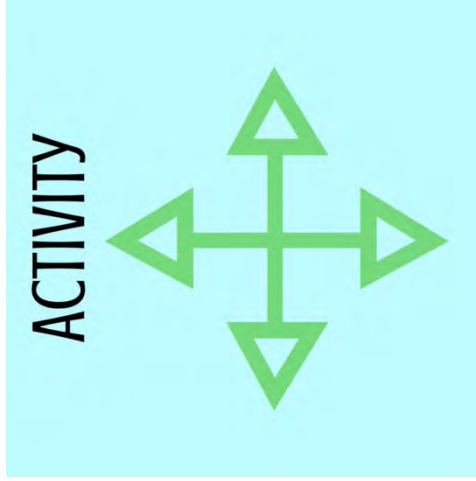
The Hepburn Youth Ideas Competition resulted in five top ideas from the 300 that were submitted. The top five are listed here. The remainder of the submitted ideas will be kept on record and revised periodically for possible inclusion into other activities and initiatives.

The top five come from Clunes, Creswick, Daylesford and Trentham which means young people from across the Shire will have a great opportunity to enjoy these projects. Some of these projects or events will be assessed for continued implementation or inclusion into the school holiday program. Each of these initiatives will be led by the young person who put forward the idea with HSC acting as facilitator and support.

INITIATIVE	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
<p>Big Ideas: Movie Day A movie day/night with popcorn, drinks, ice-cream and beanbags – the lot! Other places do this sort of thing but nothing local. We can just walk down with our parents.</p>	<p>Idea originator supported by Economic & Community Development Team Volunteers from the community</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement Collaborate with organisations and the community</p>	<p>Year 1 – Implementation</p>	<p>Event held in Trentham in Year 1</p>
<p>Big Ideas: Self Development Program A structured program for young people in the community aimed at self development</p>	<p>Idea originator supported by Economic & Community Development Team</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement</p>	<p>Year 1 – Planning & implementation. Year 2 – Conduct assessment on the feasibility of annual implementation</p>	<p>Event held in Hepburn Shire in Year 1</p>

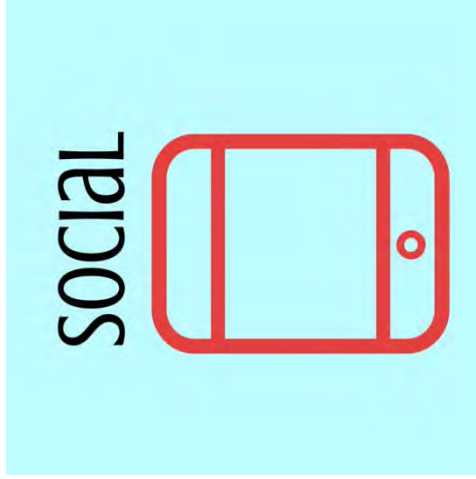
► HEPBURN SHIRE COUNCIL YOUTH STRATEGY 2016 - 2021

<p>Big Ideas: A Theatre Group A theatre group for the local area. A way for young people to participate in theatre activities and performance.</p>	<p>Idea originator supported by Economic & Community Development Team Participants from the community</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement Collaborate with organisations and the community</p>	<p>Year 1 – Implementation</p>	<p>Implementation of the program in Year 1</p>
<p>Big Ideas: Music (Learning and Performing) A place to learn and perform music.</p>	<p>Idea originator supported by Economic & Community Development Team Participants from the community</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement Collaborate with organisations and the community</p>	<p>Year 1 – Implementation</p>	<p>Facilitation of a rehearsal and performance space in Year 1</p>
<p>Big Ideas: Gaming Lounge A gaming lounge with lots of different video games. You would have to book ahead for a session and it would be really cheap or free. It would be great for people who don't have video games.</p>	<p>Idea originator supported by Economic & Community Development Team Participants from the community</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement Collaborate with organisations and the community</p>	<p>Year 1 – Implementation</p>	<p>Event held in Creswick in Year 1</p>



These are ideas that are centred on activities young people can do such as improving existing facilities or creating new spaces that are conducive to different activities. At HSC, much of this sits with Open Space & Recreation in the Community and Economic Development team.

INITIATIVE	HOW WE WILL DO IT	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
<p>Digital Community The facilitation of a digital community platform that provides information about what's on and where for young people. This will provide an opportunity to recognise and support the community members that are engaged in supporting young people such as clubs and organisations.</p>	<p>Establish the most appropriate platform, i.e. website, social media, newsletter or App</p> <p>Establish method of maintenance and responsibility</p> <p>Promote the platform for use by the community and by youth</p>	<p>Community & Economic Development Team in collaboration with young people and community groups.</p>	<p>Opportunities for youth involvement</p> <p>Collaborate with organisations and the community</p>	<p>Year 1 – Development of the platform and implementation</p> <p>Year 2 – Ongoing maintenance</p> <p>Year 3 – Ongoing Maintenance</p> <p>Year 4 – Ongoing maintenance</p>	<p>A digital platform that is utilised by the community and by young people</p> <p>Regular and routine maintenance of the information shared through the platform</p>

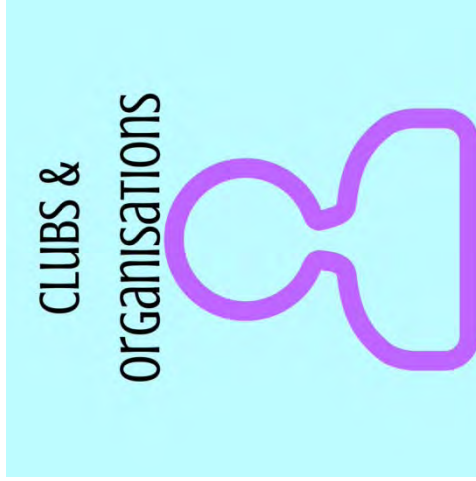


This theme concerns ideas that increase opportunities for safe, low cost social interactions. This includes the provision of spaces and technology for young people to use. There is also capacity to consider youth-led enterprise in this field. For HSC this is the space best catered to by the FReeZA program.

Connection to young people in their early years can be carried out through the libraries and hub spaces to promote future engagement with young people, particularly in those towns where most young people go to school outside of the Shire.

INITIATIVE	HOW WE WILL DO IT	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
<p>FReeZA Program</p> <p><i>The FReeZA program provides young people with the opportunity to attend affordable and accessible music and cultural events that are planned and delivered by youth for youth.</i></p>	<p>Actively seek, promote and encourage young people to embrace opportunities to use FReeZA resources to provide for activities for young people</p> <p>An annual event for Youth Week to be considered</p> <p>Inclusion into community events will be considered</p>	<p>Youth led teams will be formed for each event and on a project basis</p> <p>Community & Economic Development Team</p>	<p>Participation that is meaningful to young people</p> <p>Opportunities for youth involvement</p>	<p>Year 1 – Identification of a suitable event/s for implementation under the FReeZA guidelines</p> <p>Year 2 – As above</p> <p>Year 3 – As Above.</p> <p>Apply for next round of funding</p>	<p>As according to the FReeZA program guidelines and reporting requirements</p> <p>2 events held per year</p>

<p>Space Activation Build on current out of hours youth activities in libraries/hubs and pilot new activities in these and other civic spaces. Promote the spaces with free Wifi and develop a plan to extend Council provided free Wifi.</p>	<p>Work with young people to determine the types of activities and times which would best suit in the spaces we already have available. Advertise current offerings to young people in the format that they want to receive information.</p>	<p>Community & Economic Development Team</p>	<p>Opportunities for youth involvement</p>	<p>Year 1 – Program & promote more events in Hubs/ Libraries after hours. Improved promotion of current offerings. Year 2 - Increase spaces with free Wifi</p>	<p>Spaces in towns across the Shire that are frequented by young people and improved social options for them</p>
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HSC wants to encourage young people to explore the establishment of new ideas and activities in their towns. Becoming involved in Council activities is one way to do this. Harnessing communications with clubs and organisations is one way to communicate effectively between Council and young people in the community.

INITIATIVE	HOW WE WILL DO IT	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
<p>Youth Advisory for Projects Council will work with young people to ensure they have a voice in projects that may affect or have an impact on them. This will be on a case by case basis.</p>	<p>Build on awareness in HSC for inclusion for young people in the community Ensure that engagement is inclusive and relevant to young people. Document and acknowledge young person's inclusion in the development of the project Continue to build networks through bodies such as schools and clubs</p>	<p>All Departments via Community & Economic Development Team Young people</p>	<p>Opportunities for youth involvement</p>	<p>Project to project Ongoing basis</p>	<p>Input is gathered from young people for relevant projects across the organisation Documentation of youth input is recorded</p>

<p>Quick Response Youth Grants The Quick Response Youth Grants are designed to be accessible to young people in Hepburn Shire. The application process is intended to be easier and quicker than other grant processes. They will be available all year round.</p>	<p>Two types of grants will be offered; FReeZA Grants for a maximum of \$1,000 and Leadership Grants for a maximum of \$1,000. Applications will need to meet a set of criteria including: The applicant must be aged between 12 and 25 The applicant must live in Hepburn Shire The grant must be used to run a project for young people in Hepburn Shire Projects will need to go through an acquittal and evaluation at the completion of the project.</p>	<p>Community & Economic Development Team</p>	<p>Participation that is meaningful to young people Opportunities for youth involvement</p>	<p>Annual budget release</p>	<p>80% uptake of available funds through the grant process.</p>
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**Private sector &
Government**



There is much that can be done in the private sector for young people. HSC can advocate for this through groups and organisations where appropriate. Additionally, HSC can provide for young people through the school holiday program.

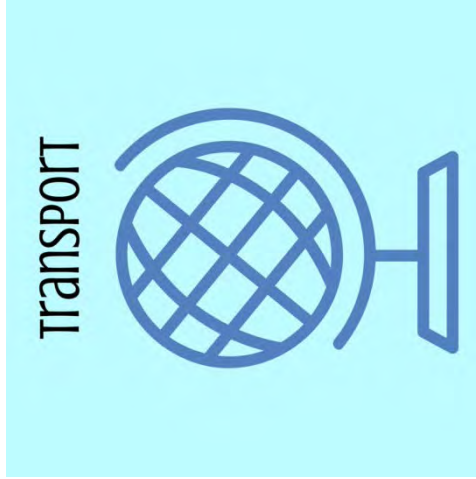
The provision of employment options and pathways is another way HSC can effectively support young people both directly and through relevant and appropriate agencies.

INITIATIVE	HOW WE WILL DO IT	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
School Holiday Program	Support school holiday programs by coordinating events in libraries. Fund school holiday activities for 12 + years initiated by community and young people's ideas. Pilot a bus option from Creswick, Clunes and Trentham to the Daylesford ARC school holidays program for increased participation	Community & Economic Development Team	Participation that is meaningful to young people Opportunities for youth involvement	Year 1 – Planning and ongoing implementation with assessment	Determined number of events and activities One 12+ years activity/library each holidays Number of school holiday activities funded Bus pilot held

<p>Employment Opportunities Program</p> <p>This is a program for young people to complete a term/period of work placement in various departments of Council.</p> <p>The offering will be tiered for various types and levels of placement.</p> <p>This could involve all Council departments. The program has the potential to create significant benefits such as career development for our young people and increased engagement with Council.</p>	<p>Work closely with the People and Performance Team to develop a program across Council that delivers on benefits for young people.</p> <p>Cooperation and close work with education/employment stakeholders to develop a program that has credibility and the potential to inspire young people in a career pathway</p> <p>Develop an assessment tool for the completion of the program</p>	<p>All Council departments</p> <p>People and Performance Team</p> <p>Daylesford Secondary College.</p> <p>Job Network providers</p>	<p>Participation that is meaningful to young people</p> <p>Opportunities for youth involvement</p> <p>Collaborate with organisations and the community</p>	<p>Year 1 - Planning</p> <p>Year 2 - Pilot Implementation and assessment</p> <p>Year 3 - Ongoing implementation with assessment</p> <p>Year 4 – Ongoing implementation with assessment</p>	<p>Appetite for the program can be measured by the response rate of the applicants</p> <p>Results of assessment from the applicant/s, educational institutions and HSC to provide determinants of success</p>
<p>Volunteer Program</p> <p>Promote HSC volunteer opportunities for young people. Benefits would be:</p> <ol style="list-style-type: none"> 1. Valuable experience in customer service and other work practices; 2. An increased pool of 	<p>Develop promotional message</p> <p>Promote the idea through schools and other clubs and organisations as well as HSC communication channels</p> <p>Investigate any additional requirements needed for young people’s participation</p>	<p>Community & Economic Development Team</p>	<p>Participation that is meaningful to young people</p> <p>Opportunities for youth involvement</p> <p>Collaborate with organisations and the community</p>	<p>Year 1 - Pilot program with ongoing assessment for annual implementation</p> <p>Year 2 – Based on recommendations, continued</p>	<p>Appetite for the program can be measured by the response rate of the applicants</p> <p>Assessment at the end of the program to determine the key competencies</p>

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volunteers for the VICs and other organisations; 3. Increased engagement between young people and their communities.					Year 3 – As Above with assessment Year 4 – As Above with assessment	achieved by the applicant
Education Initiatives Support DSC and other agencies e.g. LLEN to understand the reasons for disengagement from learning in Hepburn Shire and ways to address this..	Establish contact and a working relationship with key bodies Contribute to the meetings and discussion as needed. Provide facilitation where and when needed for the project.	Community & Economic Development Team General Manager Community Services	Collaborate with organisations and the community	As needed according to the program	Delivery of the research report with key findings in place.	
Youth-led Enterprise Investigate opportunities to facilitate youth led enterprise and promote employment opportunities for young people in Hepburn Shire either through the private sector or community led venture.	Consult with young people about what this idea could look like and what it could mean for them Identify business or other organisations that are able to help or contribute Develop a plan based on these outcomes Develop an assessment tool for this initiative to be used if future funding is sought	Community & Economic Development Team	Participation that is meaningful to young people Opportunities for youth involvement Collaborate with organisations and the community	Year 2 – Investigate appropriate ventures or opportunities for implementation Year 3 – Implementation and assessment Year 4 – Continuing implementation based on assessment		



Young people have identified that all towns across the Shire need improved services, particularly to Ballarat where many attend school but other opportunities exist for employment and social activities. Many young people report that they can get a parent to drive them for school or for a planned activity but not for simply hanging out. Increased public transport services will increase young people's autonomy for educational, employment and social opportunities.

INITIATIVE	HOW WE WILL DO IT	WHO WILL DO IT	OBJECTIVES MET	SCHEDULE	MEASURABLE
<p>Transport</p> <p>Transport options for young people have been identified as a challenge for young people in Hepburn. This concerns transport for education, social and employment needs.</p>	<p>Advocate for improved public transport</p> <p>Conduct an investigation into the State provision of school transport</p> <p>Identify the gaps and ways to make improvements</p> <p>Where necessary, advocate for increased services</p>	<p>Community & Economic Development Team</p>	<p>Collaborate with organisations and the community</p>	<p>Year 2 – Complete investigation and report.</p> <p>Year 3 – Implement findings or advocacy</p> <p>Year 4 – Conduct assessment on impact and adequacy of service provision</p>	<p>Take up of public transport services by young people in the Shire</p>

05. WORKS CITED

Australian Institute of Health and Welfare. *Young Australians: Their Health and Wellbeing 2011*. Canberra: Communications, Media and Marketing Unit, 2011.

Department of Education and Early Childhood Development. *The On Track Survey 2014*. LGA Report, Melbourne: State Government Victoria, 2014.

06. APPENDIX 1 HEPBURN YOUTH ENGAGEMENT STRATEGY 2015

11.5. ECONOMIC DEVELOPMENT STRATEGY 2016-21

GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Manager, Community & Economic Development, I Mark Travers have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council adopt the Economic Development Strategy 2016-21.

BACKGROUND

Hepburn Shire Council's previous Economic Development program was prepared in 2010 by SED Consulting with a five-year time horizon. As a result Council committed to update the strategic approach to economic development during 2015-16. Desktop research and consultation began in Oct 2015.

ISSUE/DISCUSSION

The projects and initiatives outlined in the strategy are the result of extensive research, consultation and innovative thinking. The outcomes will form the basis of the Council economic priorities for the coming five years and have been formulated to have quantifiable economic impacts.

The next 5 years of economic development is captured within five pillars. These pillars of growth describe how each set of projects and initiatives will directly impact our communities.

Produce

Support the value chain from primary producers through to culinary providers and consumers.

Harness emerging trends and sectors existing in the Shire and further develop them to strengthen opportunities and growth into the future.

Trade

Support local business and encourage opportunities for increased trade. Provide for trade opportunities via transport, network and communication solutions. Guide business organisations and enable them to operate effectively.

Live

Make Hepburn Shire a great place to live. Provide a place that is navigable, safe and with services available to residents in all towns. Plan for growth that is sustainable, well designed and allows diversity to exist in our vibrant communities.

Grow

Provide guidance through government systems so that our businesses can prosper. Ensure that Hepburn Shire is a cohesive organisation that facilitates business development, attracts investment and provides fertile ground for ideas and entrepreneurship. By being the catalyst for growth, our economy thrives.

Visit

Invite the world to experience Hepburn Shire and all it has to offer. Mineral springs, forests and trails, food & wine, events, art & culture; these assets are a part of the unique experience that can be found in the Shire. Ensure the visitor experience is positive by presenting a place that is easy to navigate and attractive.

The result is a set of projects and initiatives that directly address our pillars for growth and are aimed to encourage business development, employment, tourism and innovation. Each project has a detailed plan that outlines the scope, rationale, and implementation plan that will allow Hepburn Shire to monitor progress.

Implementation

Year	Project	Pillar
1	Winning Council Business	Trade
1	Association Effectiveness	Trade
1	Business Growth Facilitation	Grow
1	Visitor Servicing 2020 & Beyond	Visit
1	Paddock to Plate Training Initiative	Produce
2	Agricultural Sector Development Plan	Produce
2	Signage & Presentation	Live
2	Economic Leaders Forum	Grow
2	Business Growth Planning	Grow
2	Business Mentor Program	Grow
2	Implementation of streetscape projects	Live
3	Access to the Daylesford Industrial Estates	Trade
3	Events Attraction & Support	Grow
3	Transport and Movement	Live
3	Residential Growth Plan	Live
4	Hepburn Springs Revitalisation	Visit
4	Towards Zero Hepburn	Produce

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – Active and Engaged Communities

Key Strategic Activity: Sustainable Environment and Vibrant Economy

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

Action: Implement the Economic Development Plan – Year 1 action plan.

FINANCIAL IMPLICATIONS

Year 1 strategy outcomes will be implemented using funds approved in the 2016-17 budget in addition to unspent committed funds from 2015-16. These are made up of carry forward funds of \$25,000 and 2016-17 budget funds of \$35,000, a total of \$60,000.

RISK IMPLICATIONS

Each project or initiative to be implemented as part of the Economic Development Strategy will undergo a thorough risk assessment on an individual basis.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The Economic Development Strategy 2016-21 takes a proactive approach to enabling and facilitating economic growth across the Shire. Every project or initiative has been designed to either promote growth, or reduce barriers for new and existing business owners. Taking this direct approach will provide measurable economic impacts throughout the shire.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Stakeholder engagement included a Council workshop in May 2015, an online survey and a series of one on one consultations with key businesses and groups throughout the shire. This resulted in:

38 One on One Consultations

148 Online Survey Responses

This generated over 400 comments & ideas that informed the strategic outcomes.

CONCLUSION

The proposed outcomes from the strategy have been presented to local Business & Trade associations and have been received very positively. The 2016-21 strategy defines a set of projects and initiatives that are both achievable and within the capability of the organisation to implement. A prioritised action plan has also been included outlining which projects will be completed over the coming five years.

OFFICER'S RECOMMENDATION

11.5.1. That Council adopts the Economic Development Strategy 2016-21

MOTION

11.5.1. That Council adopts the Economic Development Strategy 2016-21

Moved: Councillor Sebastian Klein

Seconded: Councillor Kate Redwood AM

Carried

ATTACHMENT 4 - ECONOMIC DEVELOPMENT STRATEGY 2016-21
(ISSUED UNDER SEPERATE COVER)

11.6. LICENCE RENEWALS – VARIOUS USER GROUPS AT GLENLYON RECREATION RESERVE – GLENLYON

GENERAL MANAGER INFRASTRUCTURE

COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF MANAGEMENT FOR GLENLYON RECREATION RESERVE

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

PURPOSE

The purpose of this report is to seek Council approval to enter into seven licences for various user groups to continue occupation at the Glenlyon Recreation Reserve, Glenlyon.

BACKGROUND

The Glenlyon Recreation Reserve (the Reserve) is a Crown land reserve for which Council is the Committee of Management under the Crown Land (Reserves) Act 1978. Council, subject to a Governor in Council Order of 15 December 1998, is able to grant 3 year licences without reference to the Department of Environment, Land, Water and Planning (DELWP).

The six current licences expire on 30 June 2016 and there is one additional new licence proposed for the Trentham Junior Cricket Club to also utilise the Reserve.

ISSUE/DISCUSSION

The Glenlyon Recreation Reserve Special Committee (the Committee) manages the Reserve on behalf of Council under delegated authority.

The following user groups (Clubs) were granted Section 17(2) Crown Land licences in 2013 and the Committee has requested that they be renewed:

- Glenlyon and District Pony Club Inc
- Daylesford Field & Game Association Inc (Gun Club)
- Glenlyon and District Riding Club Inc (Adult Riders)
- Daylesford Riding for the Disabled Inc
- Glenlyon & District Collectors & Restorers Society Inc
- National Carriage Driving Victoria Inc

The Trentham Junior Cricket Club has also recently approached the Committee and subsequently been given approval to utilise the Reserve for practice matches. A new Crown Land licence with similar conditions to those of the existing Clubs' licences is proposed.

The general conditions of the proposed licences are the same as those of the current licences with the exception of the additional licenced areas within a newly erected shed at the Reserve. Drafts of the renewed licences are attached.

The key points of the licences are:

- 3 year terms beginning 1st July 2016
- The licence fee varies for each Club as determined by the Committee (In some cases the licence fee is waived in lieu of voluntary work at the Reserve)
- Each Club must have Public Liability Insurance of \$20M
- Each Club must have Risk and Emergency Management plans
- Each Club will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

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

Council Plan 2013–2017: Key Strategic Activity 4.

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

FINANCIAL IMPLICATIONS

There are no significant financial implications regarding the proposed new licences. The licence fees collected by the Committee are in turn used to help fund any improvements at the Reserve.

RISK IMPLICATIONS

The licences require the Clubs to hold public liability insurance of \$20m and evidence of this is to be provided. The licences also stipulate a requirement of the Clubs to submit annual risk management plans which covers such issues as personal injury, fires and other emergencies at the Reserve.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

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

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request to renew the licences originated from the Committee. Council officers liaise with the Committee regarding maintenance, safety and other operational matters at the Reserve.

CONCLUSION

Seven licences issued under Section 17(2) of the *Crown Land (Reserves) Act 1978* are presented for Council's approval.

OFFICER'S RECOMMENDATION

That Council:

- 11.6.1. Approves the seven section 17(2) Crown Land licences for the abovementioned Clubs to occupy the Glenlyon Recreation Reserve; and
- 11.6.2. Authorises the Chief Executive Officer to execute the section 17(2) Crown Land licences for and on behalf of Council.

MOTION

That Council:

- 11.6.1. *Approves the seven section 17(2) Crown Land licences for the abovementioned Clubs to occupy the Glenlyon Recreation Reserve; and*
- 11.6.2. *Authorises the Chief Executive Officer to execute the section 17(2) Crown Land licences for and on behalf of Council.*

Moved: Councillor Bill McClenaghan

Seconded: Councillor Don Henderson

Carried

ATTACHMENT 5 - 17(2) LICENCE - GLENLYON AND DISTRICT PONY CLUB
INC

LICENCE

**CROWN LAND (RESERVES) ACT 1978
Section 17(2)**

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

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

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

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

Licensee – **Glenlyon and District Pony Club Inc A0002575B**

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
President – Kym Uden
Secretary – Sarah Klas

NOTE:

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

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PLAN

SCHEDULE

ITEM

- 1 Licence Number:** DOC/16/ (FOL/13/326)
- 2 Licensor:** Glenlyon Recreation Reserve Committee acting on behalf of Hepburn Shire Council ABN 76 845 763 535
- 3 Licensee:** Glenlyon and District Pony Club Inc A0002575B
- 4 Licensee's Address:** P.O. Box 443, Daylesford, Vic 3460
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 years covering the annual seasonal period for the Specified Purpose (See Special Condition 16.1)
- Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** \$1000 + GST per annum
- 8 Payable:** Annually in full by 1st July to:
Glenlyon Reserve Management Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the oval & cricket pitch, Pavilion clubrooms - changerooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.14
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Equestrian training days and scheduled Equestrian Events
- 14 Amount of Public Liability Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**

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

17(2) Crown Land Licence – Glenlyon & District Pony Club Inc - 2016

- Commencing – 1 July 2016 and ending on 30 June 2019
- For scheduled training days and associated activities, 3rd Sundays between 8am and 5.30pm, and Horse Trials Competitions on the 4th Sunday of Feb subject to PCAV approval and working bees throughout the year.

- 16.2** The Licensee will provide to the Licensor annually by 1st July a report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** The Licensee will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee
- 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 Licensor will insure the Licensed Premises (including buildings, fencing, dressage arena and cross country course) against losses at all times. The cross country course is insured for \$20,000 replacement value. The Licensor is responsible for the insurance premiums. The Licensee is responsible for the deductible/excess payable (\$1000) under a claim resulting from any action by the Licensee. The Licensee must note its obligation under Clause 3.7
- 16.7** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve. This includes the removal of manure from the Dressage Arena
- 16.8** 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, including paying any insurance excess
- 16.9** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.10** The sale of any tobacco or tobacco related products on the licensed premises is prohibited
- 16.11** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.12** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.13** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence. 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 Dressage Arena and any other areas prior to any use to ensure the surface

is safe, clear of all debris, holes and is generally in a reasonable and rideable condition.

- c) any matters required by or guidelines of the Licensee's affiliated Association or governing body;
- d) the dimensions of Dressage Arena, skill level of participants and or standard of competition;
- e) any requirements of the Licensee's insurer; and
- f) after consultation with the Glenlyon and District Pony Club Inc any reasonable requirements of that Club

- 16.14** Where the Dressage Arena 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.
- 16.15** A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- 16.16** A failure to have a current RMP and appropriate procedures will be a default condition under this Licence
- 16.17** Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals
- 16.18** The Licensee and the Glenlyon and District Pony Club Inc will mutually agree on use of the Clubrooms and provision and operation of ground floodlighting and should no agreement be reached reference will be made to Special Condition 16.19 for mediation.
- 16.19** 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.

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

2.4 Public Liability Insurance

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

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

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

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

6 Interpretations

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

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

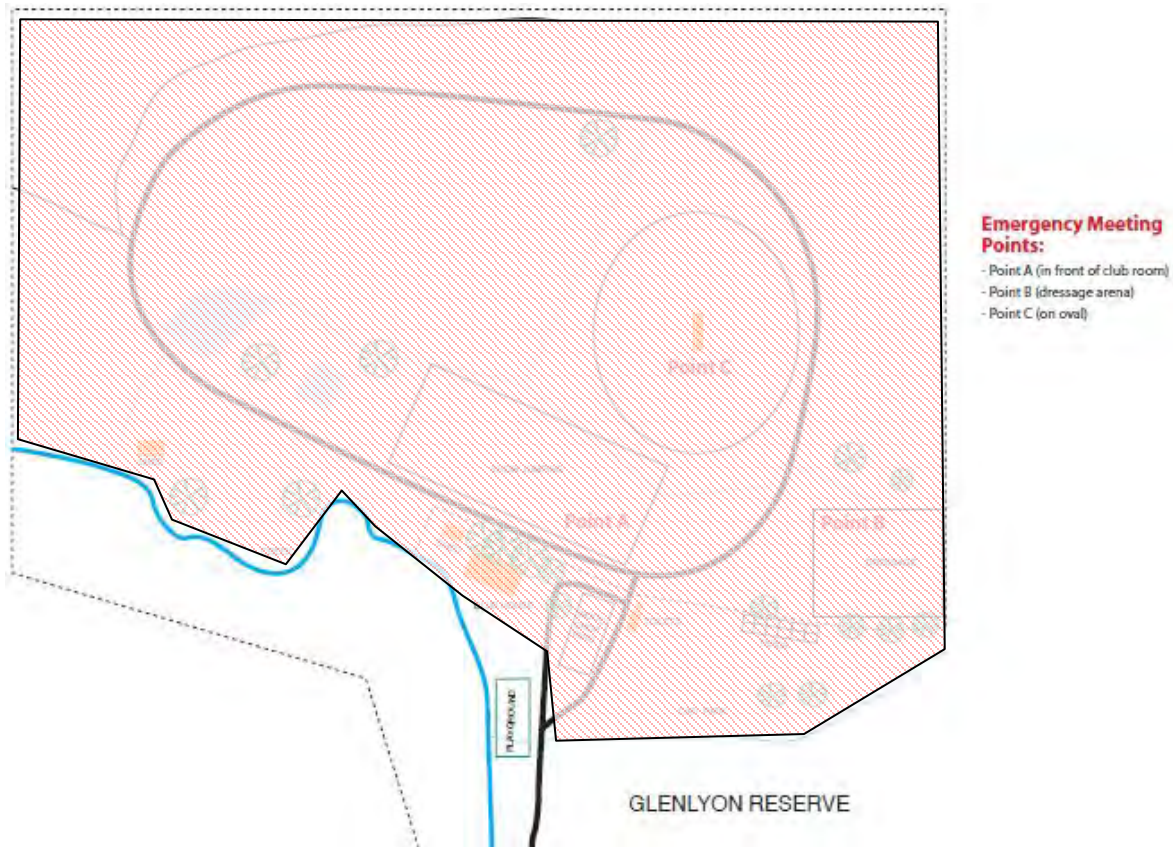
6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed

to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

Glenlyon & District Pony Club Inc – Licenced Area of Reserve (Hatched)



Glenlyon & District Pony Club Inc – Licenced Area of Shed (Hatched)



ATTACHMENT 6 - 17(2) LICENCE - DAYLESFORD FIELD & GAME
ASSOCIATION INC (GUN CLUB)

LICENCE

CROWN LAND (RESERVES) ACT 1978 **Section 17(2)**

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

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

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

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

Licensee – Daylesford Field and Game Association Inc A0004492L

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....

President – David Collins Secretary – Colin Johns

NOTE:

- 1. *This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.*

- 2. *The Licence is not valid until such time as the licence fee is received in full.*

- 3. *Ministerial approval is not required as pursuant to an approved ORDER made under Section 17 (1) Crown Land (Reserves) Act 1978 Council may issue tenures for this Reserve.*

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PLAN

SCHEDULE

ITEM

- 1 Licence Number:** DOC/16/
- 2 Licensor:** Glenlyon Recreation Reserve Committee Special Committee representing Hepburn Shire Council ABN 76 845 763 535
- 3 Licensee:** Daylesford Field and Game Association Inc A0004492L
- 4 Licensee's Address:** Colin Johns – Secretary
PO Box 340, Daylesford Vic 3460
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 Years - covering the annual seasonal period for the Specified Purpose (See Special Condition 16.1)
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** \$1000 + GST pa
- 8 Payable:** Annually in full by 1st July
Glenlyon Reserve Management Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the oval & cricket pitch, Pavilion clubrooms - changerooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.14
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Clay Target Shooting training days and scheduled Competition Days
- 14 Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**
- 16.1** This Licence is for the annual seasonal use of the Licensed Premises for the Specified Purposes as follows:

17(2) Crown Land Licence – Daylesford Field & Game Club Inc

- Commencing – 1st July 2016 and ending on 30 June 2019
- 1st Saturday of each month – or as approved by booking manager
- Training and working bees throughout the year – as approved by the booking manager

- 16.2** The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** The Licensee will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee
- 16.5** The Licensee is responsible to insure any and all chattels/contents/equipment/personal property it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable
- 16.6** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.7** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance policies of the Licensor in respect to the enjoyment of other users of the Reserve. As a condition of this license, the holder is responsible to ensure that, as far as practicable, all waste and debris is removed from the site once the use is completed. Any waste deposited on public land is considered to be a breach of the Environmental Protection Act 1970 (Littering) and penalties apply.
- 16.8** 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, including paying any insurance excess
- 16.9** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.10** The sale of any tobacco or tobacco related products on the licensed premises is prohibited
- 16.11** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.12** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.13** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence.
The RMP must be prepared having regard to:

- thorough inspections of the surrounding area prior to any use to ensure the area is clear of all unauthorized people and animals
- the dimensions of Target Shooting area, skill level of participants and or standard of competition
- any matters required by or guidelines of the Licensee's affiliated Association or governing body;
- any requirements of the Licensee's insurer; and
- A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- A failure to have a current RMP and appropriate procedures will be a default condition under this Licence

16.14 Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.

16.15 Where the Target Shooting 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.

16.16 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.

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

2.4 Public Liability Insurance

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

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

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

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

6 *Interpretations*

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

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

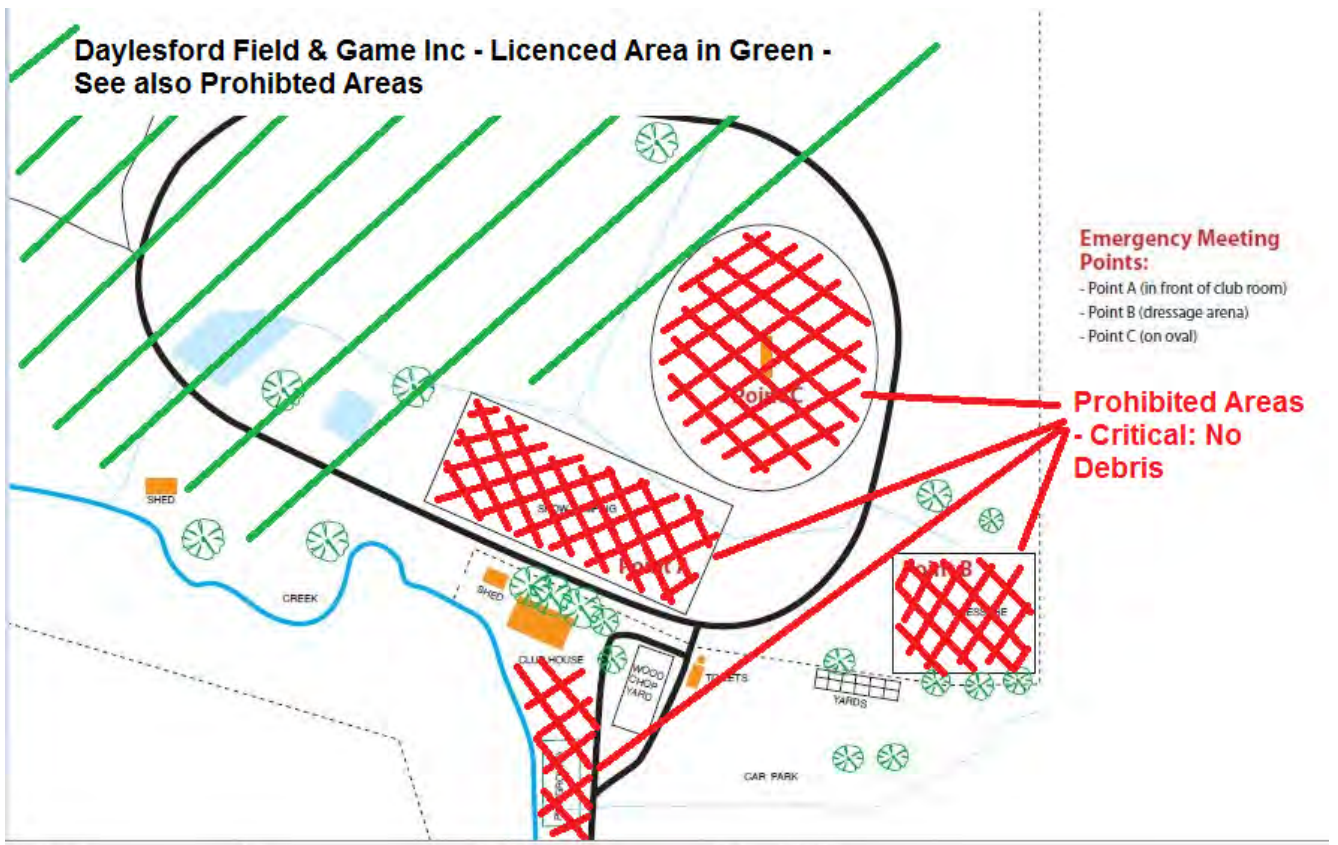
6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday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

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

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

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

PLAN 'A'



ATTACHMENT 7 - 17(2) LICENCE - GLENLYON AND DISTRICT RIDING CLUB
INC (ADULT RIDERS)

LICENCE

CROWN LAND (RESERVES) ACT 1978

Section 17(2)

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

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

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

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

Licensee – Glenlyon and District Riding Club Inc A0046929U

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
President – Claire Taubert

.....
Secretary – Shelley Sandow

NOTE:

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

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PLAN

SCHEDULE

ITEM

- 1 Licence Number:** DOC/16/14652 (FOL/13/326)
- 2 Licensor:** Glenlyon Recreation Reserve Special Committee
representing Hepburn Shire Council ABN 76 845 763 535
- 3 Licensee:** Glenlyon and District Riding Club Inc A0046929U
- 4 Licensee's Address:** P.O.Box 363 Daylesford 3460
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 Years - covering the seasonal period for the
Specified Purpose (See Special Condition 16.1)
Subject to the Licensee not being in default, the Licensee may
seek to renew this Licence for a further term by written
application to the Licensor within 3 months and prior to 1
month of the end of the term.
- 7 Licence fee:** \$104.00 plus GST
(see Special Condition 16.2)
- 8 Payable:** Annually in full by 1st July to:
Glenlyon Reserve MGT Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map
marked "A" generally known as Glenlyon Recreation
Reserve , Dysart St, Glenlyon and includes the Pavilion
clubrooms - changerooms/kiosk/veranda/public toilet
(Clubrooms) subject to Special Condition 16.17
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Equestrian training days and scheduled Equestrian Events
- 14 Amount of Public Liability Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** C/- PO Box 21 Daylesford 3460
- 16 Special Conditions:**

**16.1 This Licence is for the approved use of the Licensed Premises for
the times and Specified Purposes as follows:**

17(2) Crown Land Licence – Glenlyon & District Adult Riders Club Inc

- every 3rd Saturday of the month (8am - 5.30pm)
 - various working bees and meetings throughout the year (as approved by the Glenlyon Recreation Reserve Special Committee's Booking Manager)
- 16.2** The licence fee is waived in lieu of voluntary work at the Reserve as approved by the Glenlyon Recreation Reserve Special Committee
- 16.3** The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 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 will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee
- 16.6** 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
- 16.7** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.8** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Glenlyon Recreation Reserve Special Committee in respect to the enjoyment of other users of the Reserve.
- 16.09** 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, including paying any insurance excess
- 16.10** The Licensee must not do any maintenance or any other form of works without consulting the Glenlyon Recreation Reserve Special Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.11** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.12** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.13** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence. The RMP must be prepared having regards to:

- thorough inspections of the area prior to any use to ensure the surface is safe, clear of all debris and holes, and is generally in a reasonable and rideable condition.
 - any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - any requirements of the Licensee's insurer; and
 - after consultation with the Glenlyon and District Pony Club Inc any reasonable requirements of that Club
- 16.14 Where the 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.
- 16.15 A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- 16.16 A failure to have a current RMP and appropriate procedures will be a default condition under this Licence
- 16.17 Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.
- 16.18 The Licensee and the Licensor will mutually agree on use of the Clubrooms and provision and operation of ground floodlighting and should no agreement be reached reference will be made to Special Condition 16.19 for mediation.
- 16.19 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.

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

2.4 Public Liability Insurance

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

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

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

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

6 *Interpretations*

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

- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

Glenlyon & District Riding Club Inc – Licenced Area of Reserve (Hatched)



Glenlyon & District Pony Club Inc – Licenced Area of Shed (Hatched)

17(2) Crown Land Licence – Glenlyon & District Adult Riders Club Inc

ATTACHMENT 8 - 17(2) LICENCE - DAYLESFORD RIDING FOR THE
DISABLED INC

LICENCE

CROWN LAND (RESERVES) ACT 1978 Section 17(2)

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

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

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

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

Licensee – Daylesford Riding for the Disabled Centre (auspiced by Riding for the Disabled Association Victoria) Inc A0007904L

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
Lesley Hewitt - President
RDA - Victoria
.....
Chris Clare – Treasurer
RDA - Daylesford

NOTE:

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

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PLAN

SCHEDULE

ITEM

- 1. Licence Number:** DOC/16/
- 2. Licensor** Glenlyon Recreation Reserve Committee Special Committee representing Hepburn Shire Council ABN 76 845 763 535
- 3. Licensee:** Riding for the Disabled Centre (Daylesford)
- 4 Licensee's Address:** Lesley Hewitt (President – RDA Victoria)
PO Box 360, Daylesford
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 Years - covering the annual seasonal period for the Specified Purpose (See Special Condition 16.1)
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** In lieu of Voluntary work as approved by the Committee
- 8 Payable:** Annually in full by 1st July
Glenlyon Reserve Management Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the oval & cricket pitch, Pavilion clubrooms - changerooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.14
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Equestrian training days and scheduled Equestrian Events and associated activities
- 14 Insurance:** Minimum cover of \$20,000,000 – Refer attached Certificate of Currency
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**

- 16.1** This Licence is for the annual seasonal use of the Licensed Premises for the Specified Purposes as follows:
- Days as approved by the Committee's Booking Manager
- 16.2** The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** The Licensee will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee
- 16.5** The Licensee is responsible to insure any and all chattels/contents/equipment/personal property it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable
- 16.6** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.7** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve. The Licensee is responsible for removal of manure from the Dressage Arena, woodchop area and oval.
- 16.8** 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, including paying any insurance excess.
- 16.9** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.10** The sale of any tobacco or tobacco related products on the licensed premises is prohibited
- 16.11** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.12** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.13** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence.
The RMP must be prepared having regard to:
- thorough inspections of the surface of the riding area and any other areas prior to any use to ensure the surface is safe, clear of all debris and holes, and is generally in a reasonable condition.

- Where the Dressage Arena 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.
- any matters required by or guidelines of the Licensee's affiliated Association or governing body;
- any requirements of the Licensee's insurer;
- and a written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- A failure to have a current RMP and appropriate procedures will be a default condition under this Licence

16.14 Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.

16.15 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.

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

2.4 *Public Liability Insurance*

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

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

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

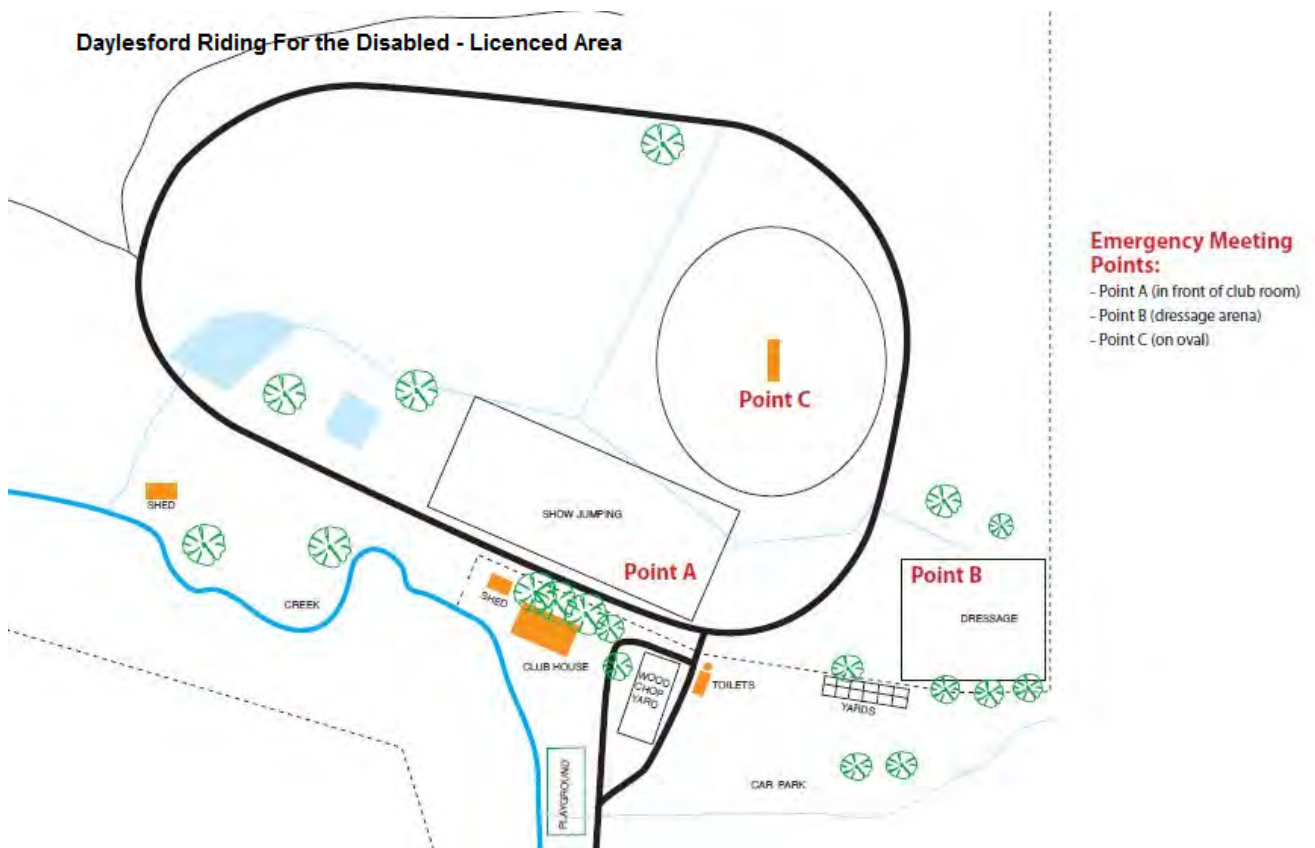
"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

Riding for the Disabled – Licenced Area of Reserve (Hatched)



Riding for the Disabled – Licenced Area of Shed (Hatched)



ATTACHMENT 9 - 17(2) LICENCE - GLENLYON & DISTRICT COLLECTORS &
RESTORERS SOCIETY INC

LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17(2)

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

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

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

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

Licensee – Glenlyon & District Collectors & Restorers Society Inc (A0059349C)

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
President – Adam Tori
Secretary – Deborah Tori

NOTE:

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

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PLAN

SCHEDULE

ITEM

- 1. Licence Number:** DOC/16/
- 2. Licensor** Glenlyon Recreation Reserve Committee Special Committee representing Hepburn Shire Council ABN 76 845 763 535
- 3. Licensee:** Glenlyon & District Collectors & Restorers Society Inc (A0059349C)
- 4 Licensee's Address:** Deborah Tori – Secretary
P.O. Box 503, Sunbury Vic 3429
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 Years - covering the annual seasonal period for the Specified Purpose (See Special Condition 16.1)
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** \$104 + GST pa
- 8 Payable:** Annually in full by 1st July
Glenlyon Reserve Management Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the oval & cricket pitch, Pavilion clubrooms - changerooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.14
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Club Meetings, swap meets, rallies and associated activities
- 14 Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**

16.1 This Licence is for the annual seasonal use of the Licensed Premises for the Specified Purposes as follows:

17(2) Licence – Glenlyon & District Collectors & Restorers Society Inc - 2016

- 16.2** • Second Sunday of every month - as approved by the Committee's Booking Manager
The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** The Licensee will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special Committee
- 16.5** The Licensee is responsible to insure any and all chattels/contents/equipment/personal property it has on the Licensed Premises and any property of its members, officers, agents, invitees where applicable
- 16.6** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.7** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve.
- 16.8** 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, including paying any insurance excess. This includes any damage to playing fields caused by heavy machinery.
- 16.9** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.10** The sale of any tobacco or tobacco related products on the licensed premises is prohibited
- 16.11** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.12** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.13** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence.
The RMP must be prepared having regard to:

 - thorough inspections of the surface of the playing area and any other areas prior to any use to ensure the surface is safe, clear of all debris and holes, and is generally in a reasonable condition.
 - any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - any requirements of the Licensee's insurer; and

- A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.
- A failure to have a current RMP and appropriate procedures will be a default condition under this Licence

16.14 Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.

16.15 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.

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

2.4 *Public Liability Insurance*

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water & Planning, 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, detainee, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

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

4.7 Notices

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

4.8 Debt recovery

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

4.9 Additional Approvals

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

5 Definitions

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

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

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

"**Department**" means the Department of Environment, Land, Water & Planning 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 Environment, Land, Water & Planning 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 Environment, Land, Water & Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

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

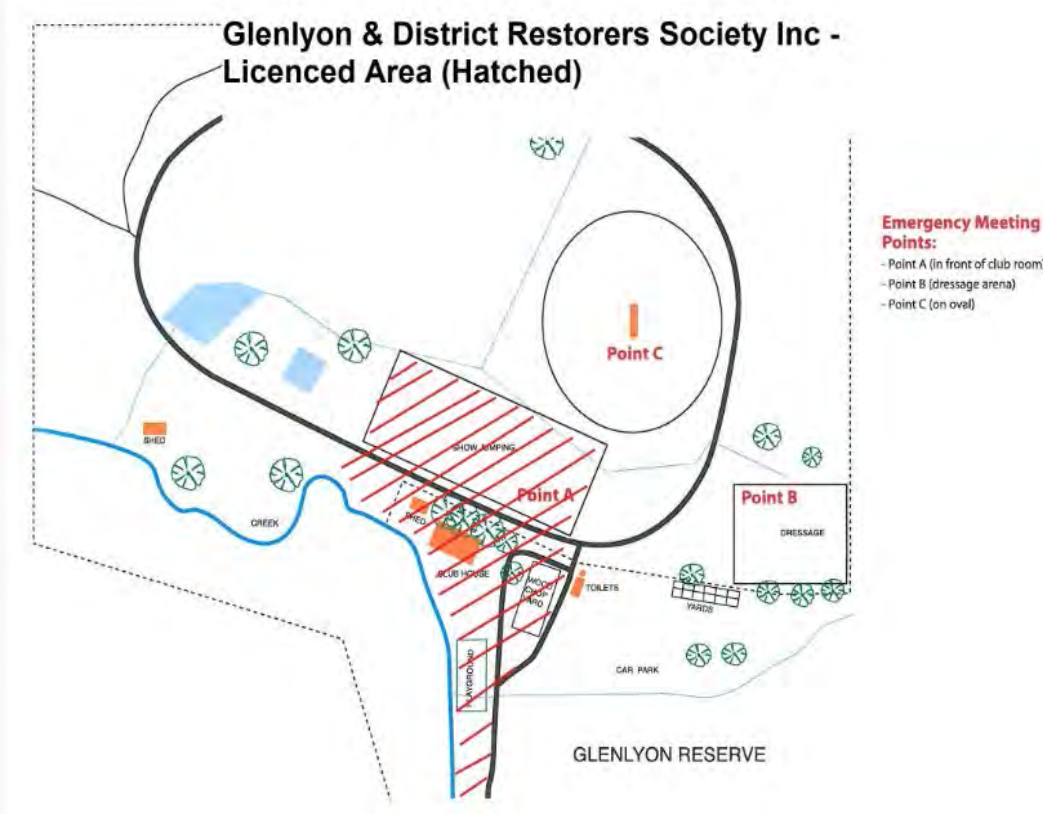
"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

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

6 Interpretations

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'



ATTACHMENT 10 - 17(2) LICENCE - NATIONAL CARRIAGE DRIVING
VICTORIA INC

LICENCE

CROWN LAND (RESERVES) ACT 1978 Section 17(2)

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

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

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

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

Licensee – National Carriage Driving Victoria Inc A0057871G

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
President – Jodie McKeone

.....
Secretary – Amy Rush

NOTE:

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

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- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Ownership of Improvements**
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 - 4.5 Licensor may remove and dispose of property**
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 - 4.9 Additional Approvals**
- 5 Definitions**
- 6 Interpretations**

PLAN

SCHEDULE

ITEM

- 1 Licence Number:** DOC/16/ (FOL/13/326)
- 2 Licensor:** Glenlyon Recreation Reserve Committee Special Committee representing Hepburn Shire Council ABN 76 845 763 535
- 3 Licensee:** National Carriage Driving Victoria Inc A0057871G
- 4 Licensee's Address:** PO Box 145, Daylesford Vic 3460
- 5 Commencement Date:** 1st July 2016
- 6 Term:** 3 Years
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** \$104.00 + GST
- 8 Payable:** Annually in full by 1st July
Glenlyon Reserve MGT Fund
BSB: 063 674 A/C: 10073246
- 9 Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the Pavilion clubrooms - change rooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.17
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Carriage training days, working bees and Equestrian events
- 14 Amount of Public Liability Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**
- 16.1 This Licence is for the approved use of the Licensed Premises for the Specified Purposes as follows:**
- up to 6 club events plus daily fee for extra events as determined by the Committee)

- 16.2** The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** 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
- 16.5** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.6** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve.
- 16.7** 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, including paying any insurance excess
- 16.8** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.9** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.10** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.11** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence. The RMP must be prepared having regards to:
- thorough inspections of the area prior to any use to ensure the surface is safe, clear of all debris and holes, and is generally in a reasonable and rideable condition.
 - any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - any requirements of the Licensee's insurer; and
 - after consultation with the Glenlyon and District Pony Club Inc and the Glenlyon Adult Riders Club Inc any reasonable requirements of those Clubs
- 16.12** Where the 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.
- 16.13** A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.

- 16.14 A failure to have a current RMP and appropriate procedures will be a default condition under this Licence**
- 16.15 Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.**
- 16.16 The Licensee and the Licensor will mutually agree on use of the Clubrooms and provision and operation of ground floodlighting and should no agreement be reached reference will be made to Special Condition 16.17 for mediation.**
- 16.17 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.**

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

2.4 Public Liability Insurance

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

<p>'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water & Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an</p>
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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 Environment, Land, Water & Planning 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 Environment, Land, Water & Planning 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 Environment, Land, Water & Planning, 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 therefore" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

National Carriage Driving Victoria Inc – Licenced Area (Hatched)

NB: No Parking on Oval



ATTACHMENT 11 - 17(2) LICENCE - TRENTHAM JUNIOR CRICKET CLUB

LICENCE

CROWN LAND (RESERVES) ACT 1978 Section 17(2)

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

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

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

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

Licensee – Trenthsm Cricket Club Inc **A00G**

The Licensee hereby agrees to comply with the terms and conditions of this Licence and in Witness the Common Seal was attached in the presence of:

.....
President – Sally Boyer
Secretary – Mark Reid

NOTE:

- | |
|---|
| <ol style="list-style-type: none"><i>1. This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i><i>2. The Licence is not valid until such time as the licence fee is received in full.</i><i>3. Ministerial approval is not required as pursuant to an approved ORDER made under Section 17 (1) Crown Land (Reserves) Act 1978 Council may issue tenures for this Reserve.</i> |
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PLAN

SCHEDULE

ITEM

- 1 **Licence Number:** DOC/16/ (FOL/13/326)
- 2 **Licensor:** Glenlyon Recreation Reserve Committee Special Committee representing Hepburn Shire Council ABN 76 845 763 535
- 3 **Licensee:** Trentham Cricket Club Inc A00???
- 4 **Licensee's Address:** ??? PO Box xxx, Vic 3460
- 5 **Commencement Date:** 1st July 2016
- 6 **Term:** 3 Years
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 **Licence fee:** \$104.00 + GST ??
- 8 **Payable:** Annually in full by 1st July
Glenlyon Reserve MGT Fund
BSB: 063 674 A/C: 10073246
- 9 **Reservation description:** C/A 5, 6, 7 Sec 48 and C/A 2D Sec 49 Township of Glenlyon
- 10 **Licensed premises:** That part of the Reserve delineated on the attached Map marked "A" generally known as Glenlyon Recreation Reserve, Dysart St, Glenlyon and includes the Pavilion clubrooms - change rooms/kiosk/veranda/public toilet (Clubrooms) subject to Special Condition 16.17
- 11 **Area:** See Plan
- 12 **Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 **Specified Purposes:** Cricket and practice matches and associated activities
- 14 **Amount of Public Liability Insurance:** Minimum cover of \$20,000,000
- 15 **Licensor Address:** PO Box 21 Daylesford 3460
- 16 **Special Conditions:**
 - 16.1 **This Licence is for the approved use of the Licensed Premises for the Specified Purposes as follows:**
 - ???? eg: up to 12 club matches plus daily fee for extra events as determined by the Committee)

- 16.2** The Licensee will provide to the Licensor by 1st July an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises
- 16.3** 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
- 16.4** 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
- 16.5** The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7
- 16.6** In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve.
- 16.7** 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, including paying any insurance excess
- 16.8** The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written consent must be granted. (Works include trees and shrubs 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)
- 16.9** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.10** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.11** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence. The RMP must be prepared having regards to:
- thorough inspections of the area prior to any use to ensure the surface is safe, clear of all debris and holes, and is generally in a reasonable and rideable condition.
 - any matters required by or guidelines of the Licensee's affiliated Association or governing body;
 - any requirements of the Licensee's insurer; and
 - after consultation with the Glenlyon and District Pony Club Inc and the Glenlyon Adult Riders Club Inc any reasonable requirements of those Clubs
- 16.12** Where the 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.
- 16.13** A written record of inspections and the outcome of them must be kept and be available for inspection by the Licensor on demand.

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- 16.16 The Licensee and the Licensor will mutually agree on use of the Clubrooms and provision and operation of ground floodlighting and should no agreement be reached reference will be made to Special Condition 16.17 for mediation.**
- 16.17 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.**
- 16.18 The Licensee will nominate one member with voting rights of the Club to be on the Glenlyon Recreation Reserve Special 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 (includes the licensor) in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 Public Liability Insurance

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

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water & Planning, 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, detainee, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

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

4.7 Notices

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

4.8 Debt recovery

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

4.9 Additional Approvals

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

5 Definitions

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

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

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

"**Department**" means the Department of Environment, Land, Water & Planning 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 Environment, Land, Water & Planning 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 Environment, Land, Water & Planning, 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.

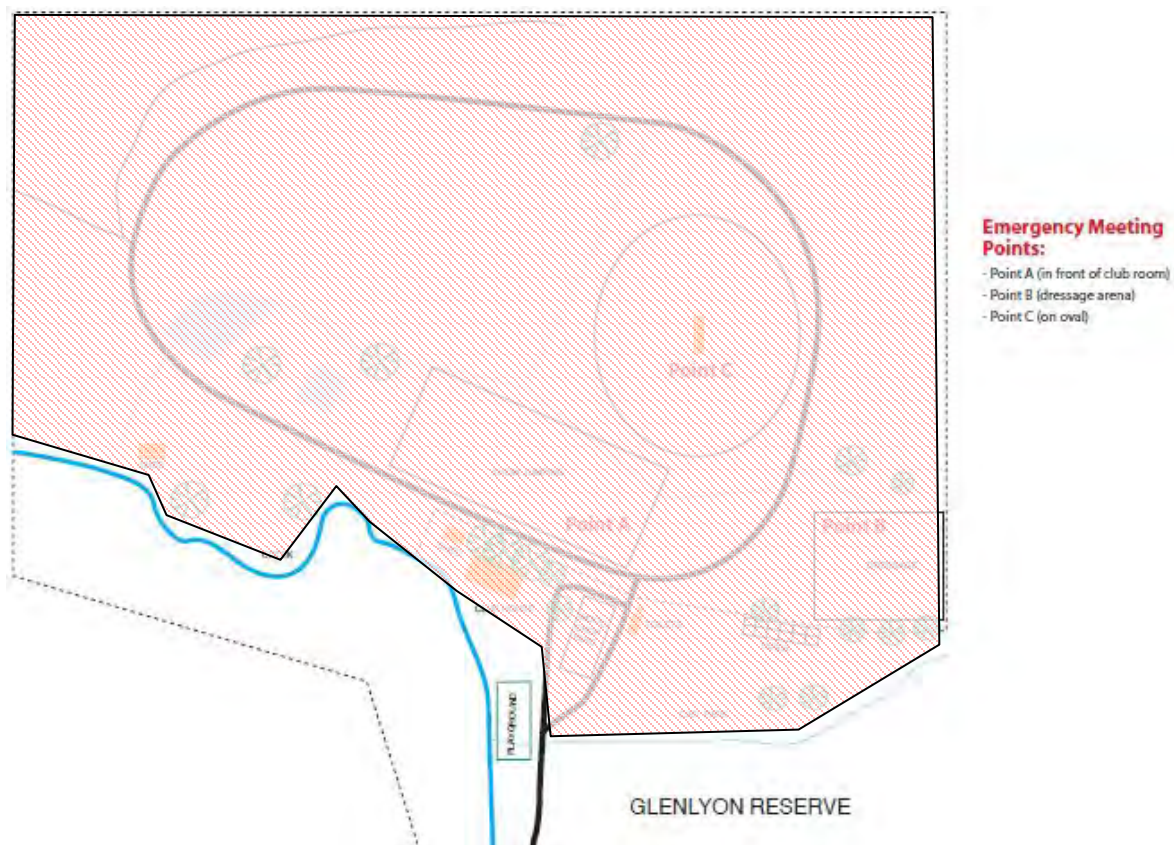
6 Interpretations

- 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 therefore" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN 'A'

Trentham Cricken Club Inc – Licenced Area (Hatched)

NB: No Parking on Oval



**11.7. LICENCE RENEWAL AND PARTNERSHIP AGREEMENT - CLUNES MUSEUM
GENERAL MANAGER COMMUNITY SERVICES**

*In providing this advice to Council as the General Manager ,Community Services I
Click here to enter text.have no interests to disclose in this report.*

PURPOSE

The purpose of this report is to recommend that Council renew the Clunes Museum Licence and include a Partnership Agreement with William Barkell Memorial Arts and Historical Centre Inc. (Clunes Museum) at 36 Fraser Street, Clunes.

BACKGROUND

Prior to the development of the Warehouse – Clunes the Clunes Museum Committee was Special (Section 86) Committee of Council. Once the Warehouse - Clunes opened Council entered into a licence agreement with the William Barkell Memorial Arts and Historical Centre Inc. (Clunes Museum) for use of the Museum area of the facility.

The Clunes Museum was first accredited under the National Museums Accreditation Program in 1999 and was reaccredited in 2005 and 2008. Clunes Museum resubmitted for a reaccreditation in May 2015. Subsequently, Museums Australia (Vic) advised that in order for reaccreditation to occur a management agreement should be entered to formalise areas not included in the licence agreement, including:

- Funding support for collection management, insurance, valuation, conservation and costs incurred in relation to the collection
- Museum takings
- Control of accessioning and de-accessioning
- Exhibition, storage and management of the collection to national museum standards
- Promotion, marketing of the collection and exhibitions
- Day-to-day operational security of the building
- Maintaining and managing the collection catalogue
- Maintenance of art storage facilities to national museum standards, including air conditioning, vermin and pest control

ISSUE/DISCUSSION

A draft Council licence agreement, developed in collaboration with the Museum Committee has been attached. The licence allocates funding in 2016-17 to the

Museum in order to operate to national museum standards, preserve and maintain Council's collection of heritage items and to enhance delivery of museum exhibitions and programming to the community. The funding will be subject to the Clunes Museum Committee meeting a number of key outcomes in the following areas detailed in schedule 2 of the licence:

- Buildings, facilities and furnishings
- Budget and grants
- Promotion and Marketing
- Volunteer management
- Policy and procedures
- Audience participation
- Community involvement and participation
- Exhibitions
- Events
- Collection management.

Museums Australia (Vic) has noted that there are further opportunities for presentation of Clunes cultural heritage, including implementing the Clunes Museum Interpretation Plan.

A recent report on 'Local Government and Cultural Collections in Victoria' published by Museums Australia Victoria, which involved a review Council cultural collection management across all 79 Victorian Councils, recommends that Council's:

- Include goals for council collections within relevant strategy and operational planning documents, for example: goals, KPIs, responsibilities, and budget lines for collection development, management, care and access.
- Consider providing increased financial support for council collections through budget allocations for the most significant collections and most relevant projects for the community.¹

Consistent with the Business Plan adopted by Council for the Warehouse - Clunes in 2013, entry fees to the Museum and regular exhibitions will be held by Council. The Museum Committee will set the fees and receive revenue for any special exhibitions receive the revenue from merchandise sales. The Museum Committee can sell merchandise to the Licensor as stock, subject to the retail requirements of the Warehouse – Clunes.

¹ *Local government and Cultural Collections in Victoria*, Kitty Owens, 2016, available at http://www.mavic.asn.au/assets/Local_Government_and_Cultural_Co.pdf

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Not applicable.

FINANCIAL IMPLICATIONS

The following financial arrangement is proposed:

- Council will provide \$5,000 cash and a total of up to \$10,000 (including staff support) to assist the Museum in meeting the deliverables in the first year of the licence agreement.
- The budget will be managed by Council in collaboration with the Clunes Museum executive committee.
- Council funding for the museum is subject to annual budget review considerations.
- The annual operating allocation may be reviewed at the time of negotiating a new Agreement.
- Clunes Museum will continue to source additional grants and other financial support to maintain national museum standards.
- The usual licence fee of \$104 per annum is proposed to be waived as income generated from Museum visits is retained by Council to support operations of the Warehouse-Clunes.

RISK IMPLICATIONS

The Clunes Museum collection is a Council asset that needs to be maintained.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Increased delivery of cultural heritage programming by community museums has been shown to have a positive impact on economic development along with health, wellbeing and social outcomes for communities. The new agreement will create new cultural tourism opportunities for the Clunes community.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The draft Council licence agreement has been developed in collaboration with the Museum Committee.

CONCLUSION

The new Clunes Museum Licence Agreement has been developed to enhance participation and collection management at Clunes Museum for the wider benefit of the Clunes community.

OFFICER'S RECOMMENDATION

That Council:

- 11.7.1. Enters into a new licence agreement with the William Barkell Memorial Arts and Historical Centre Inc. (Clunes Museum) for the 2016-2017 financial year, providing \$5,000 cash support to enhance management and participation at Clunes Museum.

MOTION

That Council:

- 11.7.1. *Enters into a new licence agreement with the William Barkell Memorial Arts and Historical Centre Inc. (Clunes Museum) for the 2016-2017 financial year, providing \$5,000 cash support and up to a total of \$10,000 (including staff support) to enhance management and participation at Clunes Museum.*

- 11.7.2. *Assists in meeting deliverables in the partnership agreement.*

Moved: Councillor Pierre Niclas

Seconded: Councillor Don Henderson

Carried

ATTACHMENT 12 - LICENCE CLUNES MUSEUM

INDEX

SCHEDULE

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Appendix 1 Clunes Museum Partnership Agreement

Appendix 2 Location Plan

Appendix 3 Licence Plan

SCHEDULE

ITEM

- 1 Licence Number: DOC/16/25875 (FOL/13/342)**
- 2 Licensor: HEPBURN SHIRE COUNCIL ABN 76 845 763 535**
- 3 Licensee: WILLIAM BARKELL MEMORIAL ARTS & HISTORIC CENTRE
INC A0001234M (also known as THE CLUNES MUSEUM)**
- 4 Licensee's Address: 36 Fraser Street, Clunes VIC 3370**
- 5 Commencement Date: 1 July 2016**
- 6 Term: 3 years**
- 7 Licence fee: Nil**
- 8 Payable: N/A**
- 9 Reservation description: The Warehouse – Clunes, 36 Fraser Street, Clunes VIC
3370 (the Reserve - as shown on Appendix 2 Location Plan)**
- 10 Licensed premises: an area of the Reserve measuring approximately 350 square
metres, as shown on Appendix 3 Licence Plan**
- 11 Area: Approximately 350 sq m**
- 12 Powers under which licence granted: Sections 3E and 3F *Local Government Act
1989***
- 13 Public Liability Insurance: NA - covered by Council's policy**
- 14 Licensor Address: PO Box 21, Daylesford Vic 3460.**
- 15 Partnership Agreement: Refer Appendix 1**

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 [Deleted]

2.2.2 [Deleted]

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 thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

For activities outside of the Specified Purposes, in clause 13 of the Schedule, indemnify the Council in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, breach of any relevant Special Condition, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith. Note that this does not apply to activities or actions relating to the Specified Purposes.

2.4 **Public Liability Insurance**

The committee and members of the Clunes Museum Inc shall be covered by Hepburn Shire Council's Liability Insurance policy (public liability, products liability and professional indemnity) while they are performing activities on behalf of Hepburn Shire Council in relation to the Specified Purposes, in clause 13 of the Schedule.

If the Clunes Museum Inc wishes to perform other activities outside of the Specified Purposes, it will need to obtain its own public liability insurance policy of those activities (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

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

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will remedy every default of which notice is given by the Licensor to the Licensee

within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

- 2.5.2 Any items of maintenance requiring council's action are to be reported promptly to the Council officers at the Clunes Community and Interpretive Centre for action.

2.6 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.

2.7 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.

2.8 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;

2.9 Arrears and Interest

2.10.1 Pay to the Licensor:-

2.09.1.1 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;

2.09.1.2 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.

2.10 Further Conditions

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

3 Licensee's Obligations (Negative)

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

3.1 Use of Licensed premises

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

3.2 Create nuisance

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

3.3 Allow rubbish

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

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose

actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

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

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent or any other person who may have a right to use the Reserve 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.

3.6.2 Notwithstanding 3.6.1 nothing contained herein permits the Licensor or the Licensor's employee or agent or any other person using the Reserve to access, interfere with, or damage the pipeline constructed in the licensed premises.

3.7 Void insurance

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

3.8 Erection of Improvements

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

4 General Conditions

4.1 Termination upon Default

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

4.2 Termination without Default

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

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

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

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

4.3 Ownership of Improvements

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

4.4 Licensee's Chattels

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

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed

premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

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

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

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

4.6 *Licensor's Agents*

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

4.7 *Notices*

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

4.8 *Debt recovery*

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

5 *Definitions*

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

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

"**Council**" means the Hepburn Shire Council (its successors in law) and includes the Licensor and each employee and agent of the Council;

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

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

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

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

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

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

"**Licensor**" means the Council;

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

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

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

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

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

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

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

6 *Interpretations*

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Clunes Museum Partnership Agreement

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to:

- (a) clearly identify and detail the relationship between the parties;
- (b) describe the services provided and communication and deliverables;
- (c) provide a clear statement of agreed operating arrangements including the contributions, responsibilities and obligations of the parties;

1.2 The Museum is not by virtue of this Agreement the servant, agent or representative of Council.

2. AIMS AND OBJECTIVES OF THE AGREEMENT

2.1 The Aims and Objectives of the Agreement as at the commencement of this Agreement are as set out in Schedule 1 and Schedule 2.

2.2 The Agreement will be implemented in accordance with, and directed towards the achievement of Schedule 1 and Schedule 2.

3. TERM AND REVIEW

3.1 The parties will meet annually to review this Agreement. The purpose of the review will be to assess the activities and achievements of the Museum under this Agreement and it's on going relevance to the parties with respect to their policies, strategies and legal obligations. As an outcome of the review, the parties may decide to:-

- (a) vary the scope of the Aims and Objectives and Deliverables of the Agreement;
- (b) extend the Term for any additional period beyond the Term; or
- (c) terminate this Agreement.

4. MANAGEMENT OF AGREEMENT

4.1 This Agreement will be managed by Council's General Manager of Community Services and the President of the Museum or their nominees authorised in writing to act on their behalf. Enquiries made by the Museum about this agreement can be directed to Council's Community and Cultural Development Officer.

4.2 The Museum will ensure that its members and other persons will not at any time conduct themselves in such a manner as to infer to third parties that the Museum is the servant, agent or representative of the Council.

4.3 To avoid any doubt, this Agreement does not create any partnership, contractor employment or employment relationship, joint venture or relationship of principal and agent between the Parties.

5. FUNDS AND ACCOUNTS

5.1 The Museum must, by 30 September of each year, ensure an annual outcome and financial report including the following particulars is prepared –

- (a) the income and expenditure of the Museum for the financial year just ended;
- (b) a separate income item identifying the Council contributions; and
- (c) the Museum's assets and liabilities purchased with any Council contributions at the close of the year and will present this report to the Council.

5.2 The Council contributions, funding and any other income and the property of the Council must be used solely in promoting the Aims and Objectives of this Agreement and exercising the Museum's activities and tasks under this Agreement.

6. CONTRIBUTION

6.1 Council agrees to consider an annual contribution for the purpose of pursuing the Aims and Objectives in accordance with the approved Annual Budget and in the manner determined by the Council, subject to this clause 6. The current annual contributions are set out in Schedule 3

6.2 To avoid any doubt, once the Council has approved contributions for a financial year, these may be provided as managed by Council Officers or paid directly into the Museum's Bank Account its contribution to the level approved, in a timely manner.

6.3 Council's obligation to provide or pay the amount specified in Schedule 3 is subject to compliance by the Museum with its obligations under this Agreement.

6.4 The Council may at its absolute discretion, withhold payment if it is not satisfied that Museum has fully complied with this Agreement.

6.5 Any payment made by Council shall not be construed as an acknowledgment that The Museum has discharged its obligations under this Agreement.

7. OWNERSHIP OF PROPERTY

7.1 All property acquired, created or developed by the Museum under this Agreement shall be held by the Museum on trust for the Council.

7.2 The ownership of the Museum collection and all property purchased under this Agreement will revert to the Council upon termination of this Agreement.

7.3 The Museum shall establish and maintain a register of each item of property acquired, created or developed by the Museum under this Agreement.

7.4 The Museum shall not deal with, commercialise, dispose of or encumber any interest in the property acquired created or developed under this Agreement, except as authorised with the written consent of the Council.

7.5 To avoid any doubt, the Museum will make recommendations to Council regarding property matters for consideration at an Ordinary Meeting of Council. Council will act in good faith to accept recommendations that meet Museum Accreditation Program Guidelines, internal Museum Management Policy and Council's Collection Management Policy guidelines. If a recommendation is not accepted, Council must provide a reason to the Museum Committee.

7.6 Subject to this Agreement, each party shall have a non-exclusive royalty-free licence to use the property for the purposes of the activities and tasks under this Agreement.

7.7 This clause 7 does not apply to any items held or acquired by the Museum on behalf of other organisations or individuals or subject to the terms of existing Agreements with donors. To avoid any doubt existing agreements held by the Museum should be provided to Council.

8. INDEMNITIES

8.1 The Museum irrevocably and unconditionally indemnifies and agrees to keep indemnified Council and its respective officers, employees, agents and representatives from and against any and all liability, loss, harm, damage, cost or expense (including legal fees) howsoever arising that it may suffer, incur or sustain as a result of the Museum's:

- (a) infringement of a person's Intellectual Property Rights committed in then course of carrying out any of the activities under this Agreement;
- (b) negligent act or omission of, or any purported assumption of any obligation or responsibility by, the Museum under this Agreement.

This indemnity does not indemnify for negligent acts or omission of Council or its officers, employees, agents and representatives.

9. FUNDRAISING ACTIVITIES

9.1 The Museum may identify, explore and develop fundraising activities that may be undertaken by them as an activity under the Agreement that is consistent with Schedule 1 and Schedule 2 of the Agreement.

10. THE PARTIES' OBLIGATIONS

10.1 The Museum will provide the Services under this Agreement as specified in Schedule 1.

10.2 In addition to clause 5.1 and 5.2, the Museum will provide reports to Council as specified in Schedule 2.

10.3 Without limiting any other general obligations contained in this Agreement, the parties will:

- (a) use all reasonable endeavours to achieve the Aim and Objectives.
- (b) at all times, act in good faith towards each other and provide one another such assistance and co-operation as each may reasonably request in respect of the activities;
- (c) use all reasonable endeavours to obtain any corporate approvals required by a party under its internal approval processes in a prompt and timely manner; and
- (d) consult with one another and resolve any issues that the parties may reasonably have with each other's members and representatives of any Committee or Working Group.

11. CONFIDENTIAL INFORMATION

11.1 Each party agrees that it will:-

- (a) take all action reasonably necessary to keep Confidential Information of the other party confidential;
- (b) use the Confidential Information of the other party solely for the purposes of this Agreement;
- (c) not disclose Confidential Information of the other party except in accordance with the law and or to those of its officers, employees and consultants who need the Confidential Information for the purpose of carrying out that party's obligations pursuant to this Agreement and who agree to treat the Confidential Information as confidential.

11.2 Confidential Information remains the property of the party disclosing it. A party that receives Confidential Information of the other shall immediately return it to the other party if required to do so.

11.3 This clause remains in force after the termination of this Agreement unless agreed otherwise in accordance with Clause 13.

12. DISPUTE RESOLUTION

12.1 All and any disputes or any other differences ("Dispute") arising out of or in connection with this Agreement shall be resolved by mutual agreement in accordance with this clause 12.

12.2 If any Dispute arising out of or in connection with the requirements of any Activity should arise from time to time, the parties shall promptly meet to discuss with a view to resolving the Dispute.

12.3 If the parties are unable to resolve the Dispute within fourteen (14) days of the Dispute being brought to the attention of both parties, they will escalate the matter to the General Manager of Community Services who will seek to resolve the matter within fourteen (14) days.

12.4 If the General Manager of Community Services is unable to resolve the Dispute within fourteen (14) days of the Dispute being brought to his/her attention he/she will escalate the matter to an independent person appointed by Council acceptable to both parties who will at his/her absolute discretion seek to resolve the matter within fourteen (14) days.

12.5 Both parties agree to forego any rights that they may have to appeal the appointed person's decision or to seek a review of that decision under the Judicial Review Act 1991 or otherwise.

12.6 If the Dispute is unable to be resolved by the independent person to the satisfaction of both parties, the parties may agree to terminate this Agreement, in which case the parties will meet to determine disengagement in accordance with Clause 14.

13. TERMINATION OF AGREEMENT

13.1 This Agreement may be terminated at any time by written notice by either party. Once the Agreement has been terminated the understandings reached in this Agreement are at an end and no party will have any legal right or obligations that may have arisen either before or after the date of termination.

13.2 Either party must give at least 3 months notice in writing if they wish to terminate this Agreement.

14. EFFECT OF TERMINATION

14.1 Termination of this Agreement for any reason shall be without prejudice to the continuing enforceability of any rights or obligations of the parties accrued at the time of termination.

14.2 Prior to termination of this Agreement, or as soon as possible after that time, the parties shall meet for the purpose of agreeing on:

- (a) the future of activities (including any fundraising activities) being undertaken by the Museum under this Agreement;
- (b) any change to the parties' future obligations of secrecy with respect to Confidential Information and future obligations of insurance; and
- (c) any other matter not addressed in this Agreement but requiring resolution at that point in time.

14.3 Unless agreed otherwise under clause 13, on the termination of this Agreement, the parties shall continue to be bound by the obligations of confidentiality and the indemnities given under this Agreement (to the extent that these obligations are applicable to them).

14.4 All funding provided for the balance of that current financial year shall be refunded to Council by the Museum proportionately.

15. NOTICES

15.1 Any notice, request, consent or other communication in connection with this Agreement must be in writing and:

- (a) served upon an officer at the address of the addressee; or
- (b) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee; or
- (c) sent by email: or
- (d) if the addressee has given written notice of another address, sent to that address.

SCHEDULE 1 – AIMS, OBJECTIVES AND SERVICES

Schedule 1 identifies the key responsibilities of both parties to achieve continuous improvement for the Clunes Museum from 1 July 2016 to 30 June 2017.

The Agreement between Hepburn Shire Council (HSC) and William Barkell Memorial Arts and Historical Centre inc T/A Clunes Museum (the Museum) responds to:

- Hepburn Shire Council Plan 2013-2017
- All current and relevant Hepburn Shire Council Policies
- Clunes Community Plan 2015

These documents acknowledge the central role of local heritage organisations as a major driver of the cultural vitality of Hepburn Shire.

William Barkell Memorial Arts and Historical Centre Inc - Clunes Museum - Overview

Clunes Museum is an historic building (circa 1860) the former warehouse of contractors Nichol and Wallace who supplied goods to the miners, farmers and residents, of what was then a very busy mining town.

The building was donated to the people of Clunes by Holly Barkell in memory of her husband. In 2013 the newly renovated Warehouse – Clunes opened. The Warehouse-Clunes is a multi-purpose facility housing the Clunes Library, Museum, Visitor Information Centre, Council Customer Service and community meeting spaces. The Museum building and collection is owned by the Hepburn Shire Council and administered by volunteers.

The Museum was established in 1976. Aiming to achieve excellence in Museum Management it was Accredited in May 1999, by the Museums Association Australia (Vic).

Clunes Museum Collection – Overview

The Museum Collection focuses on the Clunes district (encompassed by the former Shire of Talbot and Clunes) through...

‘Objects that were made in, constructed, published and/or printed in Clunes or immediate neighbourhood.

[or]

were used in, or have strong associations with Clunes – photographs, drawings, plans, pictures or paintings which depict Clunes or have a strong association with Clunes

[or]

do not necessarily relate to Clunes specifically, but substantially aid in an understanding of life in Clunes and complement existing items that have a direct usage or link with Clunes’.

(Source: Clunes Museum Acquisition / Collection Policy)

Clunes Museum operates in accordance with the following:
External documents:

- [The National Standards for Museums and Galleries \(V 1.4 2014\)](#)

- International Council of Museums Code of Ethics (2004)
- The Burra Charter (2013)
- The Victorian Heritage Act (1995)
- The Aboriginal Heritage Act (2006)

Internal documents:

- Clunes Museum Model Rules
- Clunes Museum Acquisition / Collection Management Policy
- Clunes Museum Interpretation Plan (2012)
- Clunes Museum Significance Assessment (2008)

Roles and Responsibilities

Of Clunes Museum:

1. Review internal Museum documents, policies and procedures, including those listed above in line with Museums Australia's national standards and in a timely manner;
2. contribute to development of Hepburn Shire Council's Collection Management Policy;
3. work to consistently improve interpretation and access to the Clunes Museum Collection and explore and implement a variety of innovative methods to tell local stories creatively;
4. explore and implement options to reflect the cultural heritage of Clunes' diverse community;
5. maintain and manage the Clunes Museum collection, the collection catalogue; and all acquisition processes in order to ensure safety of collection items
6. make recommendations to Hepburn Shire Council to accession and de-accession collection items through adherence to the significance assessment procedure and policies;
7. ensure that all activity carried out under this Agreement is in accordance with relevant Council policy. For guidance, please refer to <http://www.hepburn.vic.gov.au/council-policies/>;
8. operate within all relevant legislation (see Schedule 1);
9. place particular importance during the life of this Agreement on succession planning and the mentoring of future management committee office bearers and for specific volunteer roles;
10. appoint a volunteer to co-ordinate and manage Museum volunteers to ensure they are inducted and provided with a volunteer agreement, role statement and training as required. Hepburn Shire Council and Clunes Museum will continue to acknowledge the value of its volunteers and commits to ongoing training and social events to maintain member numbers and encourage new members and volunteers
11. access museum professionals for advice in all aspects of museum operations when necessary;
12. undertake outreach activities such as providing educational resources to local schools and cultural heritage advice for local community activities;
13. in conjunction with Hepburn Shire Council, review this agreement annually

14. to meet the performance indicators in this document in order to be accountable to Hepburn Shire Council and the Clunes community;

15. produce marketing and promotional materials ensuring the correct Clunes Museum logo and Hepburn Shire Council logo are displayed. Maintain stock of Museum marketing and promotional materials and supply to HSC when requested.

Hepburn Shire Council Overview

Hepburn Shire Council acknowledges the valuable contribution made by Museum members and volunteers, in preserving the social history of Clunes and presenting Clunes' cultural heritage stories through its collection and displays. It applauds the valuable community service provided by the Clunes Museum Volunteers and the commitment to ensure community participation and access. Hepburn Shire Council has developed a set of deliverables to measure the museum's services against agreed aims and objectives in order to inform Council's future funding decisions and improve accountability.

Hepburn Shire Council has a responsibility to support the custodians of the Shire's diverse heritage, including preservation, conservation and interpretation of places, people and materials from pre-history to the present and into the future.

Hepburn Shire Council works in partnership with the Dja Dja Wurrung community through the Agreement made under the Traditional Owner Settlement Act (2013) and Council's Reconciliation Action Plan (in development) to ensure representation of the region's unique Indigenous culture and to further reconciliation.

Hepburn Shire Council has a responsibility to support the Museum to acquire and present a museum collection that reflects a sense of place and identity for the Clunes community. The collection will also give an insight into this place for all visitors through changing exhibitions, displays and events.

Roles and Responsibilities Of Hepburn Shire Council:

1. support and guide the Clunes Museum to operate to best museum standards and practices and maintain Accreditation through the Museums Australia Museum Accreditation Program (MAP);
2. investigate options for providing additional skills, resources and policy to service the cultural heritage needs of Clunes;
3. investigate options with the Museum for supporting museum volunteers with operational issues at the Warehouse - Clunes;
4. manage the lease arrangement with Clunes Museum to provide facilities for all Museum operations;
5. provide annual funds described in Schedule 3 for valuation, insurance and conservation for all items acquired into the Clunes Museum collection and operational needs as described in Schedule 1;
6. receive recommendations from Clunes Museum for accession and de-accession of items and assess requests with reference to relevant Museum Policy and best practice;
7. work with Clunes Museum to acknowledge the value of its volunteers . make provision for ongoing training and social events to maintain member numbers and encourage new members and volunteers (including an annual Volunteer Recognition Day annually in May);
8. Collect entry fees to the Museum and distribute any takings owed to the Museum on a quarterly basis.

SCHEDULE 2 – Deliverables

Clunes Museum

Year: 2016-17

			Monthly	Quarterly	Annually	
Operational Management	Buildings, facilities and furnishings	Joint inspection by nominated volunteer and The Warehouse – Clunes Team Leader		1		
		Email to Warehouse – Clunes Team Leader regarding any facility, operational or technical issues. Urgent issues to be discussed as needed.	1			
	Budget and grants	Report on annual income, expenditure, grant submissions and acquittals			1	
	Promotion and Marketing	Current marketing brochure and Museum website up to date and stock maintained			1	
	Volunteer management	Number of volunteers registered				10+
		Number of volunteers attended Museum Australia Victoria training				6-10
		Number of volunteer appreciation activities (including Council volunteer event)				2
	Policy and procedures	Number of policies and procedures reviewed in line with Museum Accreditation Standards				2

			Monthly	Quarterly	Annually
Community Engagement and audience development	Audience participation	Number of Museum Visitors		200	800
		Number of research enquiries		5+	
		Number of schools partnerships and programs			1
		Number of activities for young people (e.g. school holiday session)			2
	Community involvement and participation	Number of community projects participated in (e.g. Creative Clunes)			1
		Number of partnerships or collaborative projects (e.g. partner with Wesley)			1
			Monthly	Quarterly	Annually
Collection Management and Presentation	Exhibitions	Number of special exhibitions in the Esmond Gallery			1
		Number of updates to permanent collection exhibitions			2
	Events	Number of events hosted at the Museum			1
		Number of activities outside the Museum (e.g. talk at seniors group)			1

	Collection management	Number of acquisitions recommended to Council using significance assessment process			No aim indicated
		Number of de-accessions recommended to Council using significance assessment process			No aim indicated
		Number of inward and outward loans			No aim indicated
		Collection database report showing current collection items and all locations			1

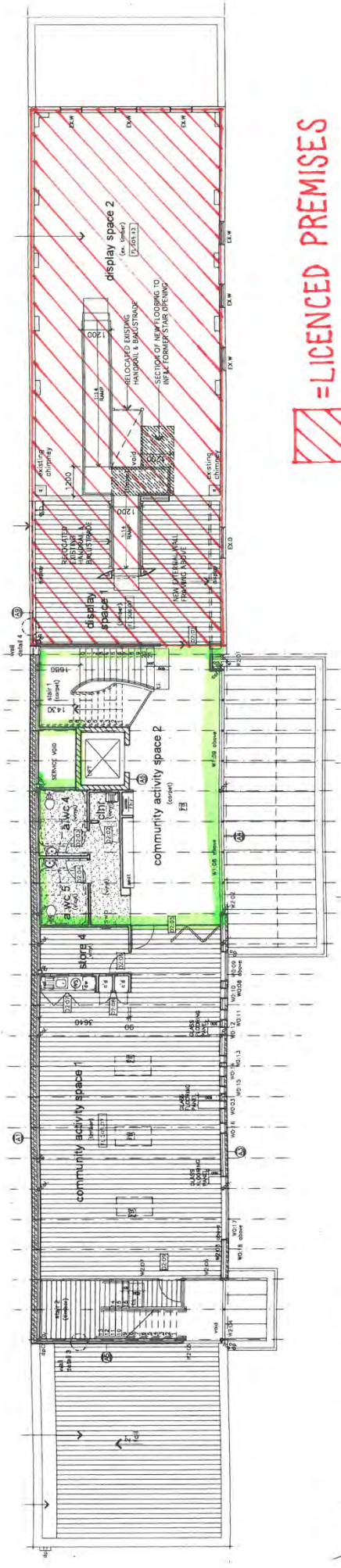
SCHEDULE 3 – FINANCE

- Hepburn Shire Council will provide financial support of \$5,000 in cash funding and up to \$10,000 including support from the Warehouse -Clunes team leader to achieve the deliverables in Schedule 2 in the 2016-17 financial year.
- The budget will be managed by Council in collaboration with the Clunes Museum executive committee.
- Council funding for the museum is subject to annual budget review considerations.
- The annual operating allocation may be reviewed at the time of negotiating a new Agreement.
- Clunes Museum will continue to source additional grants and other financial support to maintain national museum standards.
- Hepburn Shire Council will collect entry fees to the Museum. Monies collected from entry fees to regular exhibitions will be held by Council. The Museum Committee will set the fees and receive revenue for any special exhibitions and research services.
- Council will operate the retail operation at the Warehouse - Clunes and receive the associated revenue, including general and group admission to the museum collection and merchandise sales. The Museum Committee will be able to sell merchandise to the Licensor as stock, subject to the retail requirements of the Warehouse – Clunes.

Appendix 2 Location Plan (refer to Licence Plan for detailed Licenced Area within The Warehouse - Clunes)

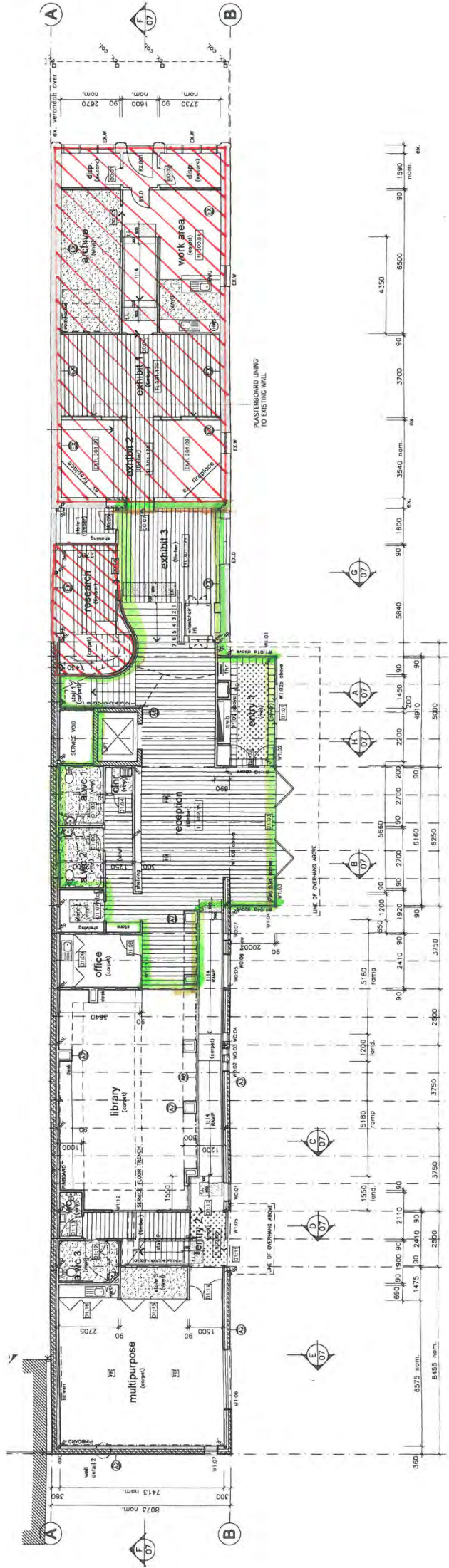


Appendix 3 Licence Plan - Licenced Premises and Common Areas shown



first floor plan

NOTE: REFER TO ENGINEERS DRAWINGS FOR MECHANICAL, ELECTRICAL, HYDRAULIC, FIRE PROTECTION, STRUCTURAL LEVEL DETAILS.



ground floor plan

NOTE: REFER TO ENGINEERS DRAWINGS FOR MECHANICAL, ELECTRICAL, HYDRAULIC, FIRE PROTECTION, STRUCTURAL LEVEL DETAILS. REFER TO PROPOSED SITE PLAN FOR SETOUT OF MAIN DRIVES.

NOTES

This drawing is to be read in conjunction with other drawings of the lot. The architect is to be made to be shown without the prior approval of the project and/or Superintendent.

This drawing is not to be used.

Contractor to verify all dimensions before commencing work.

Ground levels indicated are approximate only and must be confirmed on the prior to commencement.

All materials, construction etc. are to comply with all relevant codes by law, Building Code of Australia, etc.

Foundations, excavations, reinforcement placement etc. to be as specified and approved by the building supervisor prior to any concrete placement. Have concrete work to comply with the requirements of SAA code AS 3600:2001 and subsequent amendments, as applicable.

Standard bearing to be in accordance with AS 1684 Timber Framing Code. Structural hardwood to have min stress grading of F5 and Retains fine of F5 by approved test method.

Structural to be connected to existing system to approval.

Stormwater Drainage to be installed to approval.

All glazing to be in accordance with AS 1288.

Final classification: refer soil test report.

wall legend

- 1 110mm BROADWORK - 110mm BROADWORK - 25mm CAVITY - 90mm STUD WITH R2.5 INSULATION
- 2 110mm BROADWORK - 110mm BROADWORK - 25mm CAVITY - 90mm STUD WITH R2.5 INSULATION
- 3 110mm BROADWORK - 110mm BROADWORK - 100mm CAVITY - 90mm STUD WITH R2.5 INSULATION
- 4 RENDERS 6mm FC SHEET WALL CLADDING ON PLASTERBOARD 90mm OSB CONCRETE WALL PLASTERBOARD 90mm OSB CONCRETE WALL PLASTERBOARD 90mm OSB CONCRETE WALL PLASTERBOARD
- 5 PLASTERBOARD JAMB - 190mm BROADWORK
- 6 PLASTERBOARD JAMB - 90mm TIMBER STUD
- 7 PERFORATED METAL SHEET
- 8 ALUMINIUM WALL CLADDING ON BATTENS - 200 - 80mm 1ST CLASSICAL WALL BOARD - 150mm OSBROCK FINISHCHECK AIR PLASTERBOARD
- 9 EXISTING WALL

client:
HEPBURN SHIRE COUNCIL
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 PH: 03 9332 5557
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 Email: mail@hepburn.vic.gov.au
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 www.mortondunn.com.au

Project Name:
Clunes Community + Interpretive Centre
 36 Fraser Street, Clunes

Project No.:
 12019

Date:
 31 July 2012

Scale:
 1:100

Type:
 Tender

Author:
 ML

Checked:
 ML

Approved:
 ML

Revision:

WD 03

Member Australian Architectural Association

11.8. DAYLESFORD FOOTBALL NETBALL CLUB LICENCE AND HIRE FEES

GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Community and Economic Development Project Coordinator, I Michael Hynes have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to approve a licence with Daylesford Football Netball Club (DFNC) for the 2016 season and hire fees for other users of Community and Sports Facility at Victoria Park Daylesford .

BACKGROUND

Council is currently meeting with representatives of identified user groups to form an incorporated association to enter into a direct lease with Council to manage the facility on going. Licenses will be developed with all the specific user groups with their individual term management arrangements.

For the 2016 football season a licence has been developed with the DFNC for use of the facility whilst the lease and other licenses are developed.

ISSUE/DISCUSSION

Council officers have been working with DNFC to agree on terms for a licence for the 2016 season. Based on these discussions a licence agreement with DFNC has been developed which sets out licence fees, time and days for use of the facility and any other obligations (Attachments 12 & 13).

DFNC will have exclusive use of the facility for the period of the licence agreement.

The Licence Schedule sets out the following fees for 2016 \$10,000 consisting of a cash payment of \$5,000 and labour and works to the value of \$5,000 this includes regular cleaning, maintenance and labour for painting of the main function room and change rooms, labour for operating the bar when the facility is hired externally.

Proposed Hire Fees

Facility Space	Unit	Local Community Organisation ²	NFP ³	Private/Commercial
Function + Kitchen	Day	\$30	\$100	\$300
Function + Kitchen	Half day	\$15	\$75	\$200
Full kitchen	Full day	\$20	\$30	\$150
Full kitchen	Half day	\$15	\$20	\$80
Meeting Room (large room)	Full day	\$15	\$50	\$200
Meeting Room (small room)	Half day	\$10	\$30	\$125
Bar	Per day	\$20	\$80	\$80

Note:

A bond of \$500.00 to be applied to any group hiring the function room, kitchen or bar.

² A local community organisation is a number of people who get together for a common purpose of interest. The group may provide support for each other, or support others that need some help in providing for their own needs. They share skills and resources to achieve the goals of the group. This group is required to be located within the Hepburn Shire area

³ We accept an organisation as NFP where its constituent or governing documents prevent it from distributing profits or assets for the benefit of particular people – both while it is operating and when it winds up. These documents should contain clauses that are acceptable to us as showing the organisation's NFP character.

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

Fees and charges have been developed for the facility (See above) in line with and consistent with Business Plan prepared by Strong Consulting for the Victoria Park Community Precinct (July 2014). It is anticipated that this generated income will assist in covering operating costs of the new facility both from DFNC and other groups and individuals hiring the facility.

RISK IMPLICATIONS

Licence agreements between Council and key user groups provide certainty about use of the facility and charges to both parties.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

There is a significant social and health and well being benefit to the development of a relationship between all parties to manage the facility on behalf of the community. Building this relationship is critical in its success and usage.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Key user groups of the have been involved in discussions about fees and usage detailed in the licence.

CONCLUSION

Approve the recommendation that Council enter into a licence with DFNC for the 2016 season as an interim arrangement while the Incorporated Inc Association is established and lease arrangements in place.

OFFICER'S RECOMMENDATION

11.8.1. That Council approve the licence agreement between the Daylesford Football Netball Club and Council for the Community and Sports facility at Victoria Park Daylesford for the period set out in the attached license agreement.

11.8.2. That Council approve the proposed hire fees.

MOTION

That Council:

11.8.1. *Approves the licence agreement between the Daylesford Football Netball Club and Council for the Community and Sports facility at Victoria Park Daylesford for the period set out in the attached license agreement, noting the deletion of clause 16.5.*

11.8.2. *Approves the proposed hire fees.*

Moved: Councillor Kate Redwood AM

Seconded: Councillor Sebastian Klein

Carried

ATTACHMENT 13 - DAYLESFORD FOOTBALL NETBALL CLUB LICENCE
AGREEMENT 2016

Hepburn Shire Council
as Committee of Management for Daylesford Victoria Park

LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17(2)

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

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

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

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

Date: _____

Licensee – **Daylesford Football Netball Club**

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

..... President Print Name: Bernie Jurcan Secretary Print Name: Craig Wade
---	--

NOTE:

- | |
|---|
| <ol style="list-style-type: none">1. <i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>2. <i>The Licence is not valid until such time as the licence fee is received in full.</i>3. <i>Ministerial approval is not required as pursuant to an approved ORDER made under Section 17 (1) Crown Land (Reserves) Act 1978 Council may issue tenures for this Reserve.</i> |
|---|

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SCHEDULE and SPECIAL CONDITIONS

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PLAN

**SCHEDULE
ITEM**

- 1. Licence Number:** DOC/16/
- 2. Licensor** Hepburn Shire Council as Committee of management for Victoria Park, Daylesford ABN 76 845 763 535
- 3. Licensee:** **Daylesford Football Netball Club Inc**
- 4 Licensee's Address:** **PO Box 31**
Ballan/Daylesford Rd Daylesford
- 5 Commencement Date:** 1st July 2016
- 6 Term:** **2016 Season**
- covering the annual seasonal period for the Specified Purpose (See Special Condition 16.1)
Subject to the Licensee not being in default, the Licensee may seek to renew this Licence for a further term by written application to the Licensor within 3 months and prior to 1 month of the end of the term.
- 7 Licence fee:** \$10,000 + GST pa (See Special Condition 16.2 and Appendix A)
- 8 Payable:** Annually in full by 1st July each year
- 9 Reservation description:** Public Park Reserve - Pt Crown allotment 8 Sec 9C Parish of Wombat.
- 10 Licensed premises:** That part of the Reserve delineated on the attached Map marked "A"
- 11 Area:** See Plan
- 12 Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 Specified Purposes:** Sports Matches, training, fundraising and associated activities (See Special Conditions)
- 14 Insurance:** Minimum cover of \$20,000,000
- 15 Licensor Address:** PO Box 21 Daylesford 3460
- 16 Special Conditions:**
 - 16.1** This Licence is for the annual seasonal use of the Licensed Premises for the Specified Purposes as follows:

- 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

- Use of the office/store room from the 1st of March to the 30th of September

- 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

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

16.2 Rent consists of a one off payment of \$5,000.00 cash on or before the Commencement date and \$5,000 in kind payment of labour and works as set out in Appendix “B” for the period 1/5/2016 to 01/10/2016. Annual rental review to be agreed by licensor and licensee.

16.3 The Licensee will provide to the Licensor by 31 October an annual report on any concerns, problems, strengths and or improvements to the Licensed Premises.

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 will nominate two members with voting rights of the Club to be on the Reserve management Committee.

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

16.7 The Licensor will insure the Licensed Premises against losses at all times. The Licensee must note its obligation under Clause 3.7

16.8 In addition to Clause 2.5 the Licensee will comply with any relevant maintenance and cleaning responsibilities as determined by the Committee in respect to the enjoyment of other users of the Reserve.

16.9 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, including paying any insurance excess. 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.

16.10 The Licensee must not do any maintenance or any other form of works without consulting the Committee and other relevant users of the Reserve. Written

consent must be granted. (Works include trees and shrubs 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)

- 16.11** The sale of any tobacco or tobacco related products on the licensed premises is prohibited
- 16.12** The sale or consumption of any alcohol beverage on the Licensed Premises is prohibited unless in accordance with a licence or permit granted for the purpose by the appropriate authority
- 16.13** For the sale of any food items the Licensee must hold an appropriate Registration of a Food Premises and comply with any requirements of the Food Act 1984
- 16.14** By 1 July each year during the Licence term, the Licensee must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence.

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.

- 16.15** A copy of the RMP must be lodged with the Licensor.
- 16.16** A failure to have a current RMP and appropriate procedures will be a default condition under this License.
- 16.17** 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.
- 16.18** Upon consultation with the Licensee, the Licensor reserves the right to allocate the Licensed Premises for use by other Clubs, Associations, Groups or individuals.
- 16.17** The Licensee and Licensor must endeavor 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.
- 16.18** 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 Council the

- 16.19** The First Aid Room must be kept clear and accessible and not to be used as storage.

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

2.4 *Public Liability Insurance*

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

‘the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, 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 - Na

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, detainee, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

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

4.7 Notices

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

4.8 Debt recovery

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

4.9 Additional Approvals

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

5 Definitions

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

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

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

"**Department**" means the Department of Environment, Land, Water and Planning 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 Environment, Land, Water and Planning 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 Environment, Land, Water and Planning, 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.

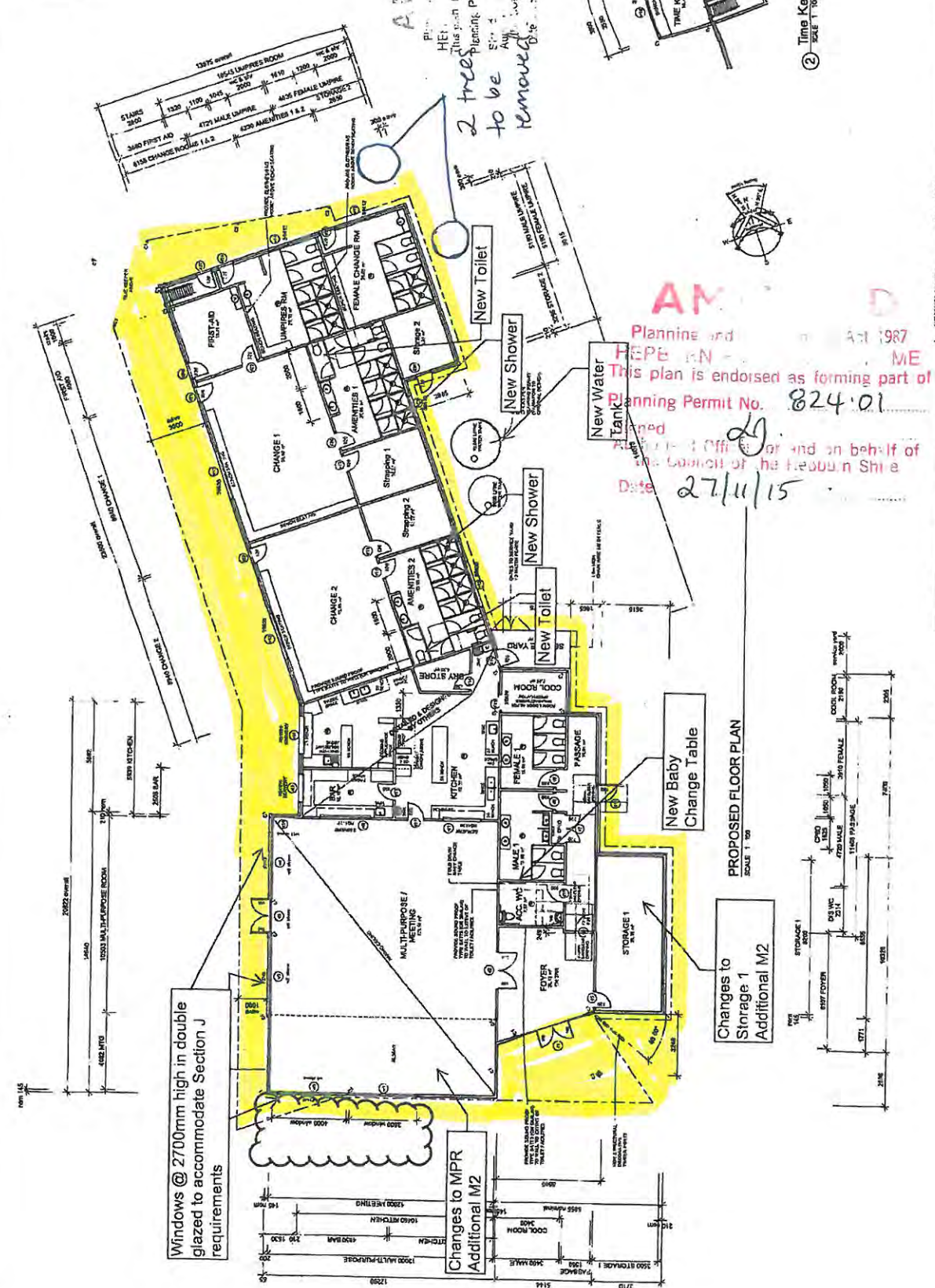
Appendix “A”

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 room as discuss and agreed by Council
- 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 May and the 30th of September in the period of the current license.
- Labour for fortnightly cleaning of the bar and canteen facilities in the main function room .
- Labour for operating the bar facilities in the main function room when hired to external paying clients.
- Labour assisting in the booking process of the facility. (all booking to be approved by Council)

ATTACHMENT 14 - CONOURSE AND LANDSCAPE AREA MULTI- PURPOSE
FACILITY VICTORIA PARK

BAL-12.5	
Area	23553
Project	Time Keeper
Client	City of Hobart
Scale	1:100
Drawn	[Signature]
Checked	[Signature]
Approved	[Signature]



Project No.	23553
Job No.	23553
Date	JUL 15 1987
Drawn	PI
Scale	1:100
Client	CITY OF HOBART
Location	COMMUNITY PRECINCT FOR FAIRBROTHER AT VICTORIA PARK, DAYLESFORD
Project Description	Time Keeper

AM D

Planned and drawn by AM D on 27/11/15
 This plan is endorsed as forming part of
 Planning Permit No. 824.01
 Date 27/11/15
 Prepared by AM D in the name and on behalf of
 the Council of the Hobart Shire

PROPOSED FLOOR PLAN
SCALE 1:100

Windows @ 2700mm high in double glazed to accommodate Section J requirements

Changes to MPR Additional M2

Changes to Storage 1 Additional M2

allied design
 40 WINDMILL ST. ROBINSON, TAS 7230
 PHONE (07542) 1144
 FAX (07542) 1149
 WWW.ALLIEDDESIGN.COM.AU
 ALLIED DESIGN PTY LTD
 ABN 60 623 121 838

Fairbrother
 CLASSIFICATION - CLASS 9b

L01

LANDSCAPE CONCEPT

Winton Park, Bawleford

01.04.2016, 11:15:00



11.9. REQUESTS FOR APPROVAL TO OPERATE B-DOUBLES 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 a new request to use Higher Mass Limit [HML] vehicles on local roads.

BACKGROUND

The following request for a new permit has 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 Permit						
a) 76600	Shannon Trial Pty Ltd	3 axle truck and 4 axle dog trailer	East Street, Daylesford (from Midland Highway to 6 East Street)	Quarry Materials	19/07/2016 - 14/07/2017	52 Per Year

ISSUE/DISCUSSION

Council officers have assessed the application considering the following:

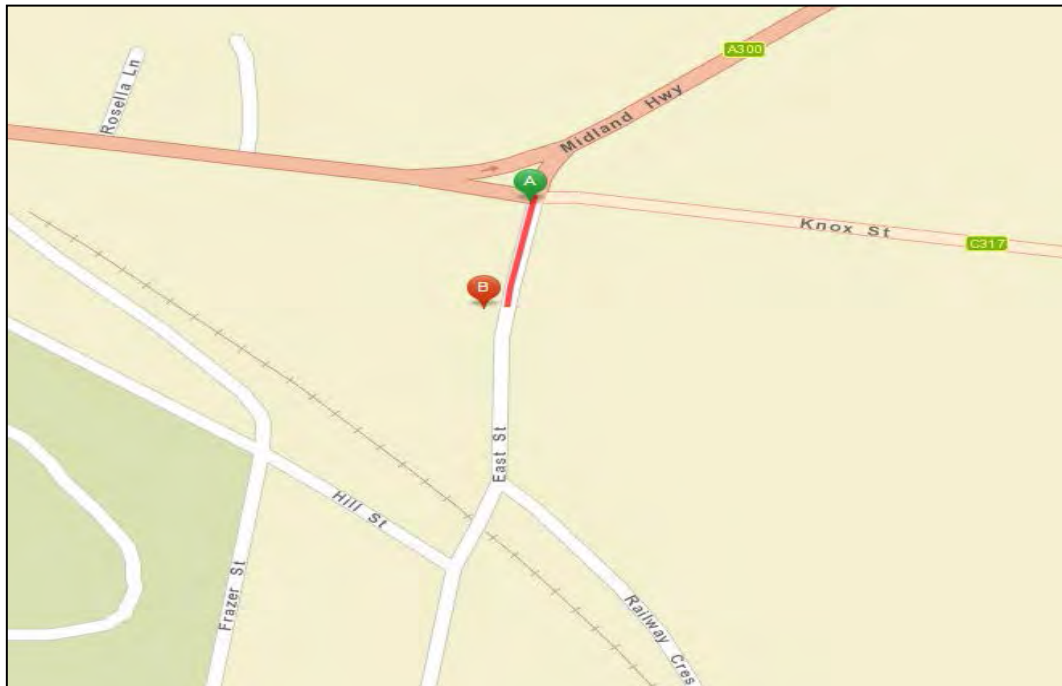
- Community safety
- Local amenity
- Physical limitations of the network
- Economic benefits
- Alternative access
- Cost implications to Council.

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

NEW REQUESTS

- Shannon Trial Pty Ltd (Road Manager Request Number 76600):

Shannon Trial Pty Ltd requests that Council grants a permit for the following route which is shown in the following map:



Map 1

The requested road has been assessed as suitable for using HML vehicles subject to the Standard Conditions.

STANDARD CONDITIONS

It is the responsibility of 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 in residential areas
- 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 a request from the National Heavy Vehicle Regulator for consent to the issue of a permit to operate Higher Mass Limit vehicles on local roads. Following a review of the request, conditional consent is recommended for the operator as detailed.

OFFICER'S RECOMMENDATION

That Council:

- 11.9.1. Approves Shannon Trial Pty Ltd to use 3 axle truck and 4 axle dog trailers for the period commencing 19th of July 2016 and expiring 14th of July 2017 on East Street in Daylesford (from Midland Highway to 6 East Street), subject to 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 in residential areas.*
- *Hours of Operation shall be 7:00am to 6:00pm.*

MOTION

That Council:

11.9.1. *Approves Shannon Trial Pty Ltd to use 3 axle truck and 4 axle dog trailers for the period commencing 19th of July 2016 and expiring 14th of July 2017 on East Street in Daylesford (from Midland Highway to 6 East Street), subject to 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 in residential areas.*
- *Hours of Operation shall be 7:00am to 6:00pm.*

Moved: Councillor Greg May

Seconded: Councillor Sebastian Klein

Carried

**11.10. RECORD OF ASSEMBLIES OF COUNCILLORS
GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the Administration Support Officer, I Tracye Sutton have no interests to disclose in this report.

PURPOSE

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

BACKGROUND

The Local Government Act 1989 defines Assembly of Councillors as

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

-

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

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

ISSUE / DISCUSSION

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

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

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

Assemblies of Councillors		
Date	Location	Committee Name
7-06-2016	Council Chamber	Councillor Briefing
15-06-2016	Doug Lindsay Recreation Facility Creswick	Municipal Emergency Management Planning Committee
20-06-2016	Council Chamber	Mineral Springs Reserve Advisory Committee
21-06-2016	Council Chamber	Pre Council Briefing

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

That Council

11.10.1.Receives and notes the Records of Assemblies of Councillors for the 07-06-2016,15-06-2016,20-06-2016 and 21-06-2016

MOTION

That Council

11.10.1. Receives and notes the Records of Assemblies of Councillors for the 07-06-2016, 15-06-2016, 20-06-2016 and 21-06-2016

Moved: Councillor Don Henderson

Seconded: Councillor Kate Redwood AM

Carried

ATTACHMENT 15 - 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 7 June 2016
Time: 2:00pm – 5:00pm

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

Councillors present:

<input checked="" type="checkbox"/> Cr Don Henderson	<input checked="" type="checkbox"/> Cr Greg May
<input checked="" type="checkbox"/> Cr Kate Redwood AM	<input checked="" type="checkbox"/> Cr Neil Newitt
<input checked="" type="checkbox"/> Cr Sebastian Klein	<input 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 Aged and Disability Services Mel
<input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan	Perks, Community and Cultural
<input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas	Development Officer Kate Gerritsen,
	Property Officer Karen Ratcliffe, Manager
	Finance and IT Trafford Thompson

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Bill McClenaghan	4:30pm - 4:32pm

Matters Considered:

Agenda Attached
and 2016/17 Proposed Budget submissions

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.

CONFIDENTIAL

► COUNCILLOR BRIEFING AGENDA
TUESDAY 7 JUNE 2016

Tuesday 7 June 2016

Council Chamber, Daylesford Town Hall

2:00pm – 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.	2:00pm	Report	Performance Reporting System - Quarterly Update	General Manager Corporate Services	Page 3
			Attachment 1 - Performance Reporting System - Summary - May 2016		Page 4
2.	2:30pm	External Presentation	Community Planning Fund Applications	Community and Cultural Development Officer	Page 32
3.	3:00pm	Report	Home and Community Care Transition Update	Manager Aged & Disability Services	Page 34
4.	3:15pm	Report	Future of Community Access Program	Manager Aged & Disability Services	Page 37
5.	3:30 pm	Report	Victoria Park, Daylesford Licence & Future Management	Community & Economic Development Project Officer	Page 39

CONFIDENTIAL

► COUNCILLOR BRIEFING AGENDA
TUESDAY 7 JUNE 2016

No	Time	Agenda Item	Presenter	No
	4:00pm	Break		
6.	4:15pm	Report Lease Renewal - Creswick and District Elderly Citizens Welfare Committee Inc. to Occupy Creswick Senior Citizens Centre	Property Officer	Page 42
7.	4:30 pm	Report PA1201 - 54 Forest Hill Road, Newlyn - Use and Development of Dwelling Attachment 2 - Aerial Map Attachment 3 - Plans	Planning Coordinator	Page 44 Page 47 Page 51
8.	4:45 pm	Planning Update Attachment 4 – VCAT Hearing List as at 30 May 2016	Manager Planning	Page 53 Page 56
9.		For Noting Agenda Items – Next Council Meeting		Page 56
10.	5:00 pm	CLOSE OF MEETING		Page 57
	6:00pm	Special Meeting Budget Submissions - Refer to Separate Agenda		

DISCLOSURE OF CONFLICT OF INTEREST

I, Councillor BILL McCLENAGHAN hereby disclose
a conflict of interest in the following matter PLANNING OFFICER'S REPORT
INTO 220 WHEELERS HILL RD MUSK -
WATER CARTING / COMPLIANCE MATTERS.

This matter is being considered at a meeting of

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

on TUE 07 JUN 16

The class of the interest is (tick appropriate box)

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

Please select from the following types of indirect interest:

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

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

The nature of the interest is as follows:

I AM A DIRECTOR OF THE CENTRAL HIGHLANDS
TOURIST RAILWAY WHICH OBJECTED TO
THE ISSUE OF ORIGINAL PLANNING PERMIT
AND MAINTAINS AN INTEREST IN TRUCK MOVEMENTS.

Print Name: BILL McCLENAGHAN

Signed: [Signature]

Date: 07 JUN 16

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 15 June 2016**

Time: **11.00am – 12.30pm**

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, |
| <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 16 June 2016 – 11.00am – 12.30pm

Doug Lindsay Recreation Reserve – Lindsay Park Drive, Creswick

Attendee	Organisation	Attending	Attendee	Organisation	Attending
Sgt Barry Hills	VicPol		Cr Greg May	HSC	Yes
Sgt Dean Towk	VicPol		Bruce Lucas	HSC	Yes
Sgt Wayne Gatt	VicPol		Kathleen Brannigan	HSC	Yes
Matt Beel	VicPol		Steve Millard	HSC	Yes
Neil Cheney	VicPol		Grant Schuster	HSC	
Nathan Gardiner	VicPol		Lisa Sparkes	HSC	
Malcolm Bruce	CFA		Paulette Pleasance	HSC	Yes
Stephanie Wigan	CFA	Yes	Stephen Latter	Hepburn Health	
Alan Hives	CFA (Creswick)		Gordon Cornell	WICEN	
Alfred Mason	CFA		Ted Lis	EMV	
Geoffrey Gray	CFA		Kaylene Sudholz	EMV	
Gerard Coffey	CFA		Margaret Holt	CHW	
Sara Coward	DHHS Grampians		Cameron Butcher	CHW	
Tony Grimme	SES	Apology	Janette Barrie	Red Cross	Yes
David Wellings	SES		Michelle Djordjevic	VicRoads	Apology
Stacey Sherman	SES		Bruce Cameron	Coliban Water	
Mick Keating	DELWP		Angus Bowles	Coliban Water	
Merydth Whitehead	DELWP	Apology	Peter Gerolemou	GM Water	
Rebecca Stacey	DEDJTR		Tusitha Karunaratne	GM Water	
Dale Farnsworth	GMW		Barry Nicholls	Ambulance Victoria	
Kevin Henderson	GMW		Chris James	Ambulance Victoria	
Jim Blaine	VCC		Siobhan Rogan	Parks Victoria	
Judy Ellison	VCC				

Item No	Time	Agenda Item	Presenter
1	11.00am	Welcome & Apologies	Bruce Lucas
2	11.01am	Adoption of Minutes – 17 March 2015	Bruce Lucas
3	11.02am	Actions arising from minutes	Bruce Lucas
4	11.15am	Incoming Correspondence <ul style="list-style-type: none"> • VICSES MEMP Report June 2016 • Red Cross Emergency Service Report June 2016 • District 15 OM Monthly Report June 2016 • Resilience Framework Project Brief – 23/3/16 Outgoing Correspondence	Paulette Pleasance

AGENDA

▶ MUNICIPAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

5	11.20am	Report back from MFMPC Meeting	Malcolm Bruce
6	11.30am	Work Plan (standing item on agenda) <ul style="list-style-type: none"> • Flood Plan • Review PIAR Sub Plan • Develop Community Resilience Framework • Relief and Recovery Planning Committee Update 	SES Kathleen Kathleen Kathleen
7	11.50am	Emergency Communications Plan Update	Bruce
8	12.00pm	Relief Recovery Planning	Kathleen
9	12.10pm	General Business <ul style="list-style-type: none"> • CERA Workshop Update 	Bruce
10	12.20pm	Next Meeting Agenda Items: <ul style="list-style-type: none"> • Review Action Work Plan • Review Response Section in MEMP • Review Relief Centre Operations Plan • Conduct a training exercise • Relief & Recovery Planning Committee Meeting • Review Municipal Fire Management Plan • Fire Management Planning Committee Meeting 	
Next Meeting – 15 September 2016 – Doug Lindsay Recreation Reserve			

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: Mineral Springs Reserve Advisory Committee

Date: Monday 20 June 2016

Time: 5.00pm to 6.30pm

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:
 Mitchell Hogg – Parks & Open Space
 Coordinator

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned

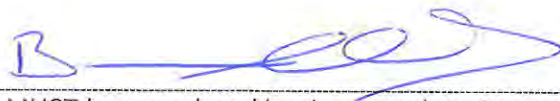
Matters Considered:

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.

Mineral Springs Reserve Advisory Committee

Monday 20 June 2016 - Council Chambers - 5.00pm – 6.30pm

Attendees: Cr Pierre Niclas, Bruce Lucas, Mitchell Hogg, Gary Lawrence, Andrew Shugg, Bill Guest, Sissy Austin, Lisa Rodier

Apologies:

Item No	Time	Agenda Item	Presenter
1	5.00pm	Welcome and Apologies	Cr Pierre Niclas
2	5.01pm	Adoption of Minutes – 11 April 2016	Cr Pierre Niclas
3	5.02pm	Review of Action Register Items	Cr Pierre Niclas
4	5.10pm	Works / Maintenance Update	Mitch
5	5.20pm	Update from Victoria Mineral Water Committee Meeting	Bruce / Lisa
6	5.30pm	Update on Caretakers Cottage <ul style="list-style-type: none"> • Works completed • Council Agreement on Use • Timelines 	Bruce
7	5.45pm	Update on funding for proposed projects <ul style="list-style-type: none"> • Summary of proposed projects - 2016/17 budget • Bids for external funds sought 	Bruce
8	6.00pm	New Items / Business <ul style="list-style-type: none"> • Next Meeting Agenda Items • • 	All
	6.30pm	Meeting Close	
Next meeting – Monday 8 August 2016			

RECORD OF ASSEMBLY OF COUNCILLORS

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

Title of Meeting: Pre Council Meeting
 Date: Tuesday 21 June 2016
 Time: 3:30 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 checked="" type="checkbox"/> Cr Neil Newitt |
| <input checked="" type="checkbox"/> Cr Sebastian Klein | <input checked="" type="checkbox"/> Cr Pierre Niclas |
| <input checked="" type="checkbox"/> Cr Bill McClenaghan | |

Members of Council Staff present:

- | | |
|--|--|
| <input checked="" type="checkbox"/> CEO Aaron van Egmond | <input checked="" type="checkbox"/> Other, please specify: |
| <input checked="" type="checkbox"/> GM Corporate Services Grant Schuster | Manager Finance & IT, Trafford Thompson |
| <input checked="" type="checkbox"/> GM Community Services Kathleen Brannigan | Manager Planning, Justin Fiddes |
| <input checked="" type="checkbox"/> GM Infrastructure Bruce Lucas | |

Conflict of Interest Disclosures:

Councillor Name	Time Left and Returned
Nil	

Matters Considered:

Council Meeting Agenda - Tuesday 21 June 2016

Agenda Attached

Name and title of Officer responsible for this written record:

- | | |
|--|---|
| <input type="checkbox"/> CEO Aaron van Egmond | <input type="checkbox"/> Other, please specify: |
| <input checked="" type="checkbox"/> GM Corporate Services 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.

12. COUNCIL SPECIAL COMMITTEES (SECTION 86)

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

In providing this advice to Council as the Administration Support Officer, I Tracye Sutton 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 Creswick Museum Special Committee - 04-04-2016, 20-05-2016 and 06-06-2016*
- *Minutes from the Lee Medlyn Home of Bottles Special Committee - 08-06-2016*

These minutes have been previously 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 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 Creswick Museum Special Committee - 04-04-2016, 20-05-2016 and 06-06-2016
- Minutes from the Lee Medlyn Home of Bottles Special Committee - 08-06-2016

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 Creswick Museum Special Committee - 04-04-2016, 20-05-2016 and 06-06-2016*
- *Minutes from the Lee Medlyn Home of Bottles Special Committee - 08-06-2016*

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 the Administration Support Officer, I Tracye Sutton 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

- Minutes Municipal Emergency Management Planning Committee - 16-06-2016
- Minutes Mineral Springs Reserves Advisory Committee - 20-06-2016

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

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

- Minutes Municipal Emergency Management Planning Committee - 16-06-2016
- Minutes Mineral Springs Reserves Advisory Committee - 20-06-2016

MOTION

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

- *Minutes Municipal Emergency Management Planning Committee - 16-06-2016*
- *Minutes Mineral Springs Reserves Advisory Committee - 20-06-2016*

Moved: Councillor Greg May

Seconded: Councillor Bill McClenaghan

Carried

14. CONFIDENTIAL ITEMS

14.1. CLOSURE OF THE MEETING TO THE PUBLIC

That pursuant to the provisions of Section 89(2) of the Local Government Act 1989, the meeting be closed to the public in order to consider:

(d) Contractual matters; and

(h) Any other matter which the Council or special committee considers would prejudice the Council or any person.

RECOMMENDATION

That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:

14.1.1. 89(2) (d) Contractual Matters

14.1.2. 89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.

- Land Acquisition and Intention to Sell Land

MOTION

That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:

14.1.1. 89(2) (d) Contractual Matters

14.1.2. 89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.

- *Land Acquisition and Intention to Sell Land*

Moved: Councillor Kate Redwood AM

Seconded: Councillor Pierre Niclas

Carried

The meeting was closed to the public at 8:35pm.

The Mayor called a comfort break at 8:35pm.
The Mayor resumed the meeting at 8:42pm.

15. RE-OPENING OF MEETING TO PUBLIC

RECOMMENDATION

15.1.1. That Council, having considered the confidential items, re-opens the Meeting to members of the public.

MOTION

15.1.1. *That Council, having considered the confidential items, re-opens the Meeting to members of the public.*

Moved: Councillor Sebastian Klein

Seconded: Councillor Kate Redwood AM

Carried.

The meeting was opened to the public at 9:22pm.

16. CLOSE OF MEETING

The meeting was closed at 9:23pm.
