## 8. Administration Reports

### 8.1. Milang Oval - Community Engagement Outcomes on Lease Proposal

**C24137**

**Moved Cr Lou Nicholson seconded Cr Milli Livingston**

**That Council receives the community engagement on the proposal to continue with one (1) lease or two (2) separate leases over the Milang Oval Complex, as contained in this meeting agenda at Attachments 1 and 2 of this report.**

**CARRIED UNANIMOUSLY**

**C24138**

**Moved Cr Michael Scott seconded Cr Sue Miller**

**That Council grants consent for the Mayor and Chief Executive Officer to sign and seal two (2) lease documents in accordance with the general terms and conditions as contained in this meeting agenda at Attachment 5 of this report, to permit a lease with Milang Oval Incorporated over a portion of the Milang Oval Complex and to permit a lease with the Milang and District Historical Society over a separate portion of the Milang Oval Complex (using the existing common entrance for both leases) located at 1406 Milang Road Milang, Crown Record Volume 5630 Folio 945, for a term of 14 years commencing 1 July 2023 (backdated to date of renewal term), with the lease boundaries for each lease area defined as:**

a) **Option A - Reflecting the sublease areas as contained in this meeting agenda at Attachment 3 of this report, with the inclusion of the Old Scout Hall within the Milang and District Historical Society lease area.**

**CARRIED**

# 8. Administration Reports

## 8.1. Milang Oval - Community Engagement Outcomes on Lease Proposal

Responsible Officer: Tash Hunt (Executive Manager Office of the CEO)

Report Author: Lisa Hoyle (Manager Property and Procurement Services)

**Recommendation**

**Recommendation 1:**

**That Council receives the community engagement on the proposal to continue with one (1) lease or two (2) separate leases over the Milang Oval Complex, as provided in Attachments 1 and 2 of this report.**

**Recommendation 2:**

**1. That Council does not grant consent to two (2) separate leases over portions of the Milang Oval Complex located at 1406 Milang Road Milang, Crown Record Volume 5630 Folio 945, with the Milang Oval Complex to continue to operate under the one (1) existing endorsed head lease to Milang Oval Incorporated, until the expiry of the 21-year lease term on the 30 June 2037.**

**or**

**2. That Council grants consent for the Mayor and Chief Executive Officer to sign and seal two (2) lease documents in accordance with the general terms and conditions provided in Attachment 5 of this Report, to permit a lease with Milang Oval Incorporated over a portion of the Milang Oval Complex and to permit a lease with the Milang and District Historical Society over a separate portion of the Milang Oval Complex (using the existing common entrance for both leases) located at 1406 Milang Road Milang, Crown Record Volume 5630 Folio 945, for a term of 14 years commencing 1 July 2023 (backdated to date of renewal term), with the lease boundaries for each lease area defined as:**

**a) Option A - Reflecting the sublease areas as provided at Attachment 3 of this report, with the inclusion of the Old Scout Hall within the Milang and District Historical Society lease area.**

**or**

**b) Option B - Reflecting the natural tree boundary on the land as provided in Attachment 4 of this report, with the inclusion of the Old Scout Hall within the Milang Oval Incorporated lease area.**

**Prior Resolutions**

| Meeting Date | Agenda Item Number | Report Title | Resolution Number |
|---|---|---|---|
| 22 January 2024 | 7.5 | Notice of Motion - Cr Michael Scott Milang Historical Society Lease | C24006 |
| 17 July 2023 | 8.1 | Milang Oval Lease Renewal Request | C23255 |
| 17 July 2023 | 3.1 | Deputation from the Milang Oval Inc. Committee | - |
| 17 July 2023 | 3.2 | Deputation from Milang and District Historical Society | - |
| 15 July 2019 | 11.1 | Landowners Consent to Development on Council Land - Milang Oval DA 455/461/19 | ACM19220 |

| Meeting Date | Agenda Item Number | Report Title | Resolution Number |
|---|---|---|---|
| 17 July 2017 | 8.4 | Milang Oval Inc. Lease | ACM17283 |
| 3 April 2017 | 8.1 | Milang Oval Lease - Revocation of Previous Motion and Consent to Proceed to Public Consultation | ACM17106 |
| 19 October 2015 | 8.3 | Contract No 032 - Milang Oval Incorporated | ACM15383 |

**Community Strategic Plan Impact**

| | |
|---|---|
| **LIVEABLE** | **Distinctive townships, places, spaces, and transport networks that support active lifestyles vibrant cultures and productive enterprise** |
| CONNECTED | Created for, with and by the community. We are safe, healthy and all enjoy accessible infrastructure and services |

**Report Objective**

To receive the submissions from the community engagement on a proposal to continue with one (1) lease or provide two (2) separate leases, over portions of the Milang oval complex and, consider the draft lease areas to reflect this.

The facility forming the subject of this proposal is outlined in red below.



**Executive Summary**

In 2017, Council endorsed a twenty-one year lease with Milang Oval Inc. to manage the Milang Oval for the community. The lease was backdated to commence in 2016, to reflect discussions held at the time.

Renewed every seven (7) years during the twenty-one year term, the first seven (7) year right of renewal became due in July 2023. On notifying the Committee of the renewal, one of the user groups being the Milang and District Historical Society, approached Council seeking their own lease over the portion of the land they occupy, rather than continuing to operate under the headlease with Milang Oval Inc.

The request was put to Council in July 2023 and following a Notice of Motion on the 21 January 2024, progressed to community engagement. Community Engagement has been undertaken with the submissions from the consultation now brought back to Council to assist in considering whether to progress two (2) separate leases over separate portions of the Milang Oval Complex in accordance with the draft general lease terms and conditions provided as part of the consultation process or retain the existing lease with Milang Oval Incorporated.

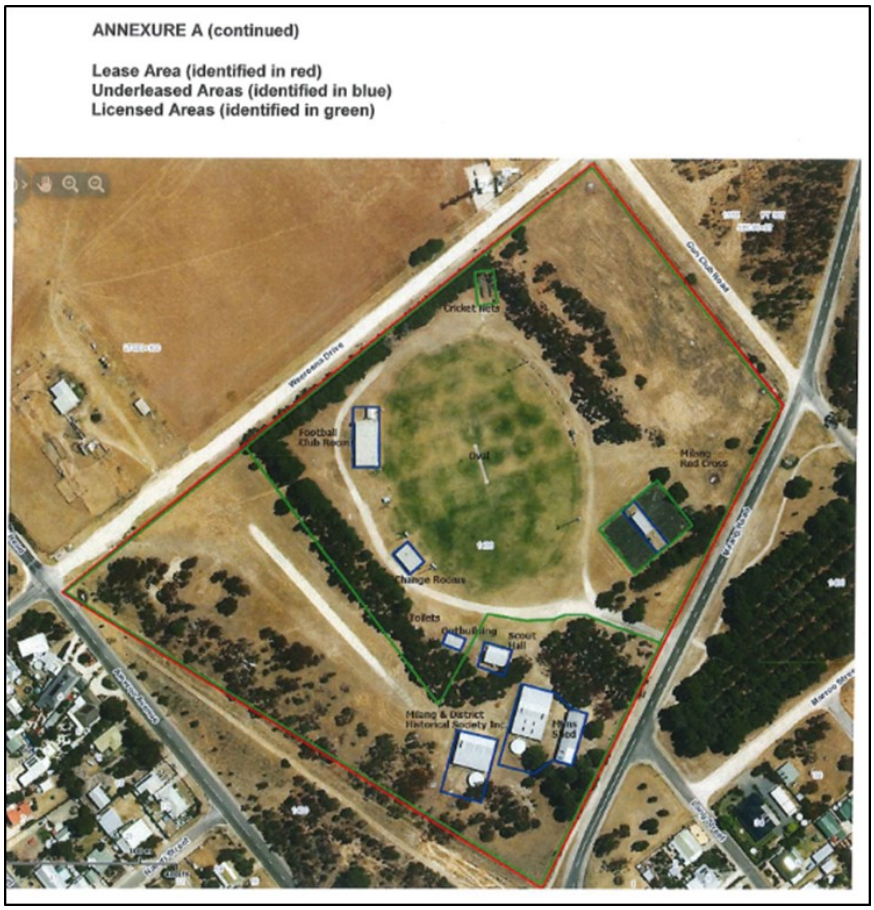
**Context**

First leased in 1929, the Milang Oval **(Oval**) has been managed by the Milang community since this time. In 2016, Council endorsed a twenty-one-year lease with Milang Oval Inc. to manage the Milang Oval complex for the community. The lease includes a renewal every 7 years during the term.

The lease framework provides an overarching lease to 'Milang Oval Inc.' which is an incorporated body made up of members of each of the regular users of the Oval. The regular users of the Oval are:

- Milang and District Historical Society
- Milang Branch of Australian Red Cross
- Milang Cricket Club; and
- Milang Football Club.

Each of these groups hold a sublease and sublicence with Milang Oval Inc. for exclusive and seasonal use of particular buildings and portions of the land within the Complex as identified in the 17 July 2023 Council Report and below.



This model is used often across community sporting and recreational grounds. Since its adoption by Council in 2016, it was considered by Administration to be operating effectively and cohesively within Milang.

At the first seven (7) year right of renewal of the lease between Council and Milang Oval Inc. the Milang and District Historical Society (user group) approached Council requesting their own lease over those portions of the Complex that they currently occupy by sublease or sublicence with Milang Oval Inc.

At the 17 July 2023 Council Meeting, Council resolved to proceed to community engagement on the proposal for two (2) separate leases over portions of the Complex in order to receive community feedback on the proposal. Negotiations with the parties regarding the draft lease terms and conditions and lease areas was required as an outcome of this Council resolution prior to progressing to community engagement. Although a number of matters related to the premise were resolved, Administration was still negotiating with the Groups on the draft terms, conditions and lease areas when a Notice of Motion **(NoM)** was endorsed at the 22 January 2024 Council meeting.

The 22 January 2024 NoM resolved to undertake community engagement as soon as practical on the matter, using the existing sublease boundaries as the proposed new lease areas for the purpose of public consultation. As such, two (2) draft leases were prepared utilising the current sublicence area of the Milang and District Historical Society to form the proposed boundaries for their lease area and, the matter progressed to community engagement.

The proposed lease area for Milang Oval Incorporated proceeded to community engagement as below, as per the NoM resolution. The common or 'shared entrance' area was identified in blue. The buildings included within the Milang Oval draft lease area for the purpose of community engagement where:

- Cricket Nets
- Equipment Shed
- Football Clubrooms
- Cricket Clubrooms
- Toilet Block
- Tractor / Mower Shed
- Red Cross (Old Netball Club)



The proposed lease area for the Milang and District Historical Society proceeded to community engagement as below, as per the NoM resolution. The common or 'shared entrance' area was identified in blue. The buildings included within the Milang and District Historical Society draft lease area for the purpose of community engagement where:

- Old Scout Hall
- Lakeside Men's Shed & Museum
- Museum
- Fire Engine Shed
- Tool Shed



**General Analysis**

Community engagement was held between the 22 February and 22 March 2024 through advertising in the local newspapers and Council's MySay page. On the 16 February 2024, both parties were advised in writing of the pending open date of the consultation.

A range of documents were provided as part of the MySay page including:

- Draft Lease - Milang Oval
- Map of proposed lease area – Milang Oval Inc.
- Draft Lease – Milang and District Historical Society
- Map of proposed lease area – Milang and District Historic Society
- Milang Oval Buildings Locations
- Milang Oval Buildings Photos
- Council Report and Minutes 17 July 2023
- Council Report and Minutes 22 January 2024; and
- Hard Copy Survey

Community engagement included information on:

- How two (2) separate lease areas would be documented.
- How long the Leases are proposed for.
- The proposed lease fee (peppercorn).

- Building ownership; and
- Explanation of ‘common area’.

The questions asked in the survey included:

- Do you support two (2) separate leases being issued for the Milang Oval Complex?
- Do you support the proposed draft lease and lease area for Milang Oval Incorporated?
- Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?
- Any other comments including option to upload a submission.

In addition:

- Administration notes that a community meeting to discuss the proposal was held at the Milang Football Club at the Milang Oval on the night of Monday 4 March 2024.
- On the 7 March 2024, the Milang and District Historic Society placed an article in the Southern Argus, advising of their position on the matter.
- Council’s face book post reached 1,810 persons with 121 engagements and Instagram reached 157 persons.
- A poster was also developed by Administration to support the consultation as below:




On close of community engagement, administration received **54** submissions through the MySay page, as provided in Attachment 1 of this Report. Please note that while some submissions may look identical, they have been submitted by different individuals, as standard Council practice names have been redacted from these submissions. The majority of respondents were Alexandrina Residents, Alexandrina Ratepayers and Milang Oval Users. 55.6% of the MySay submitters lived in Milang. Administration also received **10** written submissions, as provided in Attachment 2 of this Report.

Of the 54 MySay submissions:

- 18 (33%) submissions were in support of two (2) separate leases being issued over the Milang Oval Complex and 36 (67%) did not support there being two (2) separate leases.
- 22 (41%) supported the draft lease and lease area for Milang Oval Incorporated (which excludes the Old Scout Hall) and 32 (59%) did not support the draft lease and lease area.

- 16 (30%) supported the draft lease and lease area for Milang and District Historical Society (which includes the Old Scout Hall) and 38 (70%) did not support the draft lease and lease area.

Of the 10 written responses:

- 5 submissions were in support of two (2) leases.
- 5 submissions did not support two (2) leases.

The key themes in support of retaining one (1) lease were:

- Current arrangement serves all parties well.
- Current arrangement has not prevented the Historical Society from successful obtaining grant funding in the past.
- All users should have access to all of the Complex, not just parts of it.
- The complex should not be divided up and fragmented.
- The whole community should share in any development of the area.

The key themes in support of progressing with two (2) leases were:

- Group's interests are diverse enough to support separate agreements.
- Provides more scope in obtaining grant funding.
- Potential to reduce conflict with Milang Oval Inc. Committee by operating independently.
- Both parties can retain and manage their own buildings and grounds.
- Spreads the burden of maintenance and upkeep of the facility.

Key commentary focused on whether the Old Scout Hall should be located in the Milang Oval Inc. lease area or the Milang and District Historical Society lease area:

- The Old Scout Hall was built by the community for the community, not just for one group.
- Varying support for separate leases, if the Old Scout Hall was situated within the Milang Oval Inc. lease area.
- The Scout Hall was built for the Cubs, Scouts and youth of Milang.
- The Scout Hall belongs to Milang as a multi-use community facility.

Other key concerns relate to:

- The division of services (power and water), which will need to be split and / or sub-metered for each lease area and who pays for this.
- Using the natural boundary of the trees to define the lease areas.
- Whether a common entrance should be retained, or separate entrances established (divided results).
- Consideration to internal fencing to separate the lease areas for insurance, management and visual purposes and who pays for this.
- Need to unite for a stronger community, rather than a divided community.

(Please note that in order to reduce document size, the personal details of the submitters have been removed using 'whiteout' rather than the standard method of 'redaction in black').

**Comparative Analysis**

Council leases a number of sporting oval complexes as below to community groups who operate the complex as a whole under similar framework to the Milang Oval Inc. lease, whereby there is a peak overarching body that co-ordinates and supports the oval user groups within a shared, common community facility.

- Port Elliot Oval
- Strathalbyn Oval
- Finniss Oval
- Mount Compass Burgess Oval
- Goolwa Oval (in progress)

The Milang Oval is Crown land dedicated to Council care and control for 'Parkland Purposes'. The proposed use of the Milang Oval for community recreational activities remains consistent with the dedication purpose, irrespective as to whether it was leased to a singular or a number of tenants, as long as the lease footprints do not overlap.

**Financial and Economic Implications**

In accordance with the Alexandrina Council's Adopted Budget / Long Term Financial Plan, the financial implications of adopting this recommendation are considered low if recommendation 2.1 is selected, as the current lease will continue into its second 7-year term under the existing endorsed lease agreement with no further administrative processes required.

In accordance with the Alexandrina Council's Adopted Budget / Long Term Financial Plan, the financial implications of adopting this recommendation are considered medium if recommendation 2.2 is selected, as there are currently unknown costs associated with the scope of works and logistics required to physically relocate and / or divide existing services to the site including power and water. There is also no current position on who is the responsible party for paying the relocation or installation costs and, what Council's role will be in ensuring both lease areas are provided with the necessary service supplies to operate independently and effectively from each other.

In addition, should either party wish to fence their lease area, the responsible party and costs to do so are yet to be determined.

The buildings and improvements on the Oval are and will remain owned by the lessee irrespective of whether there is one or two leases. Council will not be responsible for any maintenance, repair or replacement of improvements at end of life during any lease term.

The Oval is currently categorised as 'non-rateable'. Should it be deemed rateable, the lessee/s can apply for the 75% discretionary rate rebate in accordance with Council's Guidelines for Discretionary Rate Rebate which is available for community groups and not-for-profit organisations that provide a benefit or service to the local community.

To date, costs have been limited to approximately $900 for the community engagement advertising fees.

**Risk Management**

In accordance with Alexandrina Council's Risk Assessment Matrix, the risk of adopting this recommendation is considered medium. The outcomes from the community engagement process informs the Council of the advantages, disadvantages and community interest in retaining one (1) lease for the Milang Oval Complex or, progressing with two (2) leases over separate portions of the Oval. The outcomes reflect that the community remain divided on this matter and impacted by this proposal.

**Conclusion**

The Milang Oval's first seven (7) year lease right of renewal expired 1 July 2023. On prior notification of the renewal, Council was approached by one (1) of the four (4) user Groups, being the Milang and District Historical Society, requesting their own independent lease over portion of the Oval.

The request was put to Council where it was determined to undertake community engagement on the proposal for two (2) leases with draft terms and conditions, using the existing sublicence area of the Milang and District Historical Society as the lease boundary for the purpose of community engagement.

Community engagement has been held with the submissions from the engagement process provided to Council to assist in determining whether to progress two (2) new leases over the Milang Oval or continue with the current head lease with Milang Oval Inc.

**Attachments**

Attachment 1 - MySay consultation responses

Attachment 2 - Written consultation responses

Attachment 3 - Option A proposed lease boundary areas

Attachment 4 - Option B proposed lease boundary areas

Attachment 5 - Draft general lease terms and conditions

**Attachment 1 - MySay consultation responses**

# Project Report

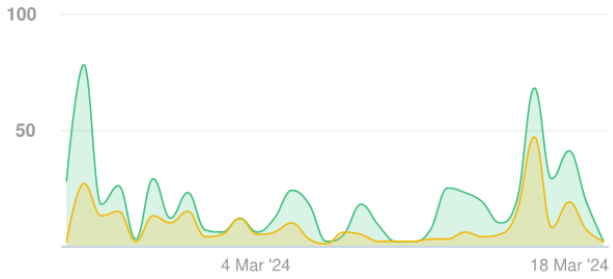
21 February 2024 - 23 March 2024

# My Say Alexandrina

## Milang Oval Leases

BANG THE TABLE engagementHQ

## Visitors Summary




Pageviews Visitors

## Highlights

| TOTAL VISITS | MAX VISITORS PER DAY |
|---|---|
| 304 | 47 |

| NEW REGISTRATIONS |
|---|
| 0 |

| ENGAGED VISITORS | INFORMED VISITORS | AWARE VISITORS |
|---|---|---|
| 54 | 90 | 247 |

| Aware Participants | 247 |
|---|---|
| Aware Actions Performed | Participants |
| Visited a Project or Tool Page | 247 |

| Informed Participants | 90 |
|---|---|
| Informed Actions Performed | Participants |
| Viewed a video | 0 |
| Viewed a photo | 0 |
| Downloaded a document | 30 |
| Visited the Key Dates page | 0 |
| Visited an FAQ list Page | 0 |
| Visited Instagram Page | 0 |
| Visited Multiple Project Pages | 31 |
| Contributed to a tool (engaged) | 54 |

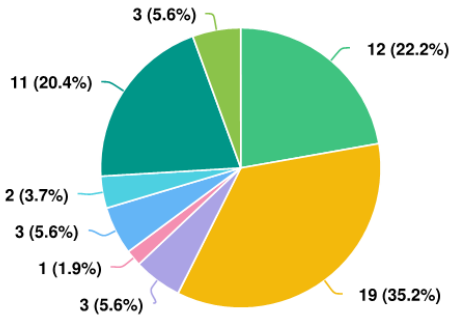
| Engaged Participants | 54 | | |
|---|---|---|---|
| Engaged Actions Performed | Registered | Unverified | Anonymous |
| Contributed on Forums | 0 | 0 | 0 |
| Participated in Surveys | 0 | 0 | 54 |
| Contributed to Newsfeeds | 0 | 0 | 0 |
| Participated in Quick Polls | 0 | 0 | 0 |
| Posted on Guestbooks | 0 | 0 | 0 |
| Contributed to Stories | 0 | 0 | 0 |
| Asked Questions | 0 | 0 | 0 |
| Placed Pins on Places | 0 | 0 | 0 |
| Contributed to Ideas | 0 | 0 | 0 |

## ENGAGEMENT TOOL: SURVEY TOOL

### Survey – Milang Oval Leases

| Visitors 70 | Contributors 54 | CONTRIBUTIONS 54 |
|---|---|---|

**Which statement best describes you?**



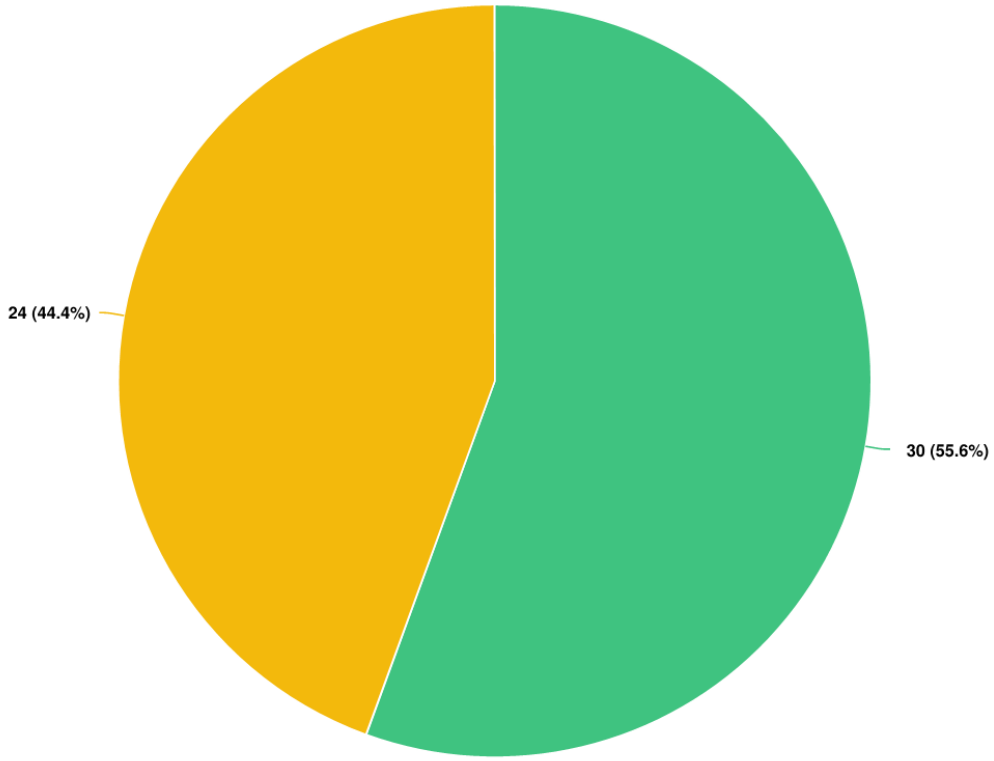

**Question options**

Alexandrina Resident | Alexandrina Ratepayer | Alexandrina Business Owner | Visitor
Milang Oval Inc member | Milang and District Historical Society member | Milang Oval user | Other

*Mandatory Question (54 response(s))*

*Question type: Radio Button Question*

## Do you live in Milang?



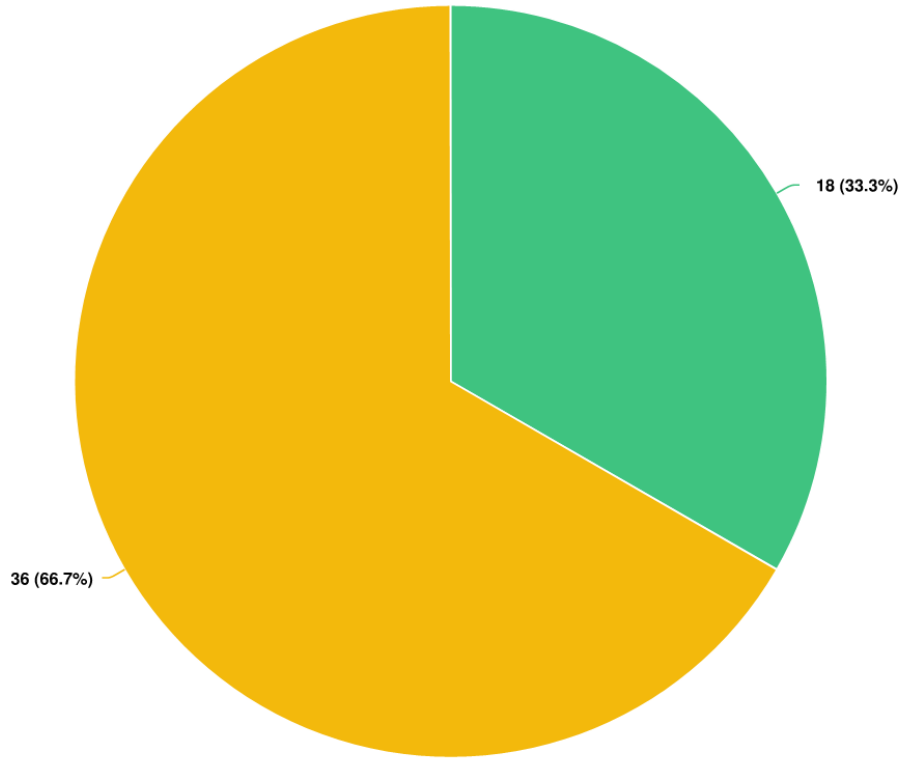

**Question options**

Yes No

*Mandatory Question (54 response(s))*

*Question type: Radio Button Question*

**Do you support two (2) separate leases being issued for the Milang Oval Complex?**



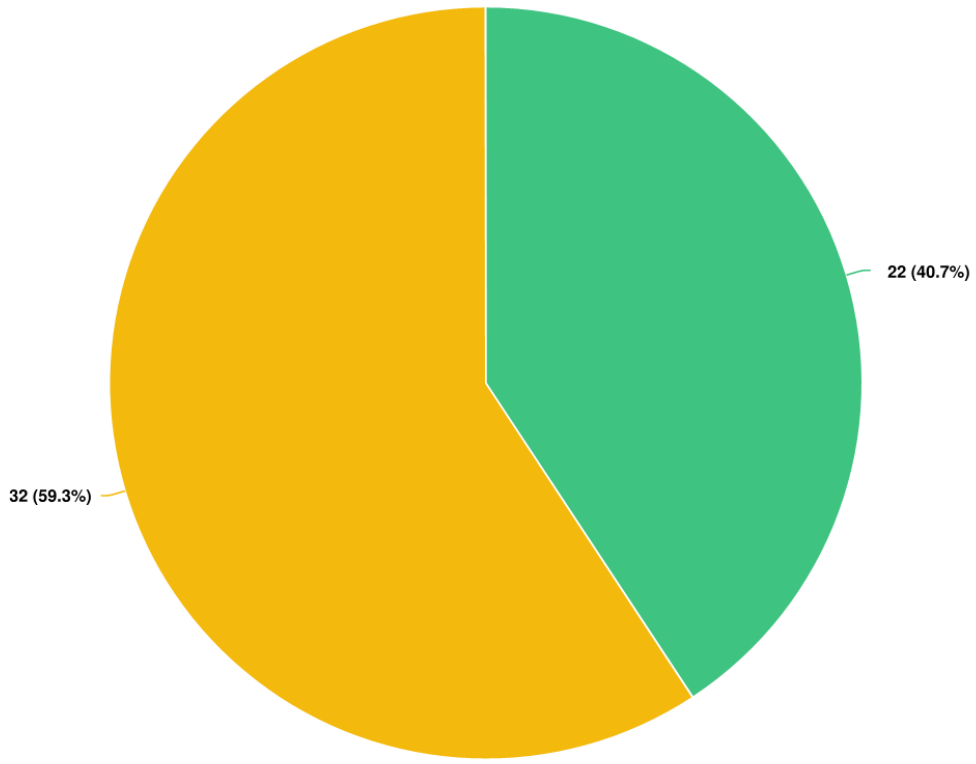

**Question options**

Yes No

*Mandatory Question (54 response(s))*

*Question type: Radio Button Question*

**Do you support the proposed draft lease and lease area for Milang Oval Incorporated?**



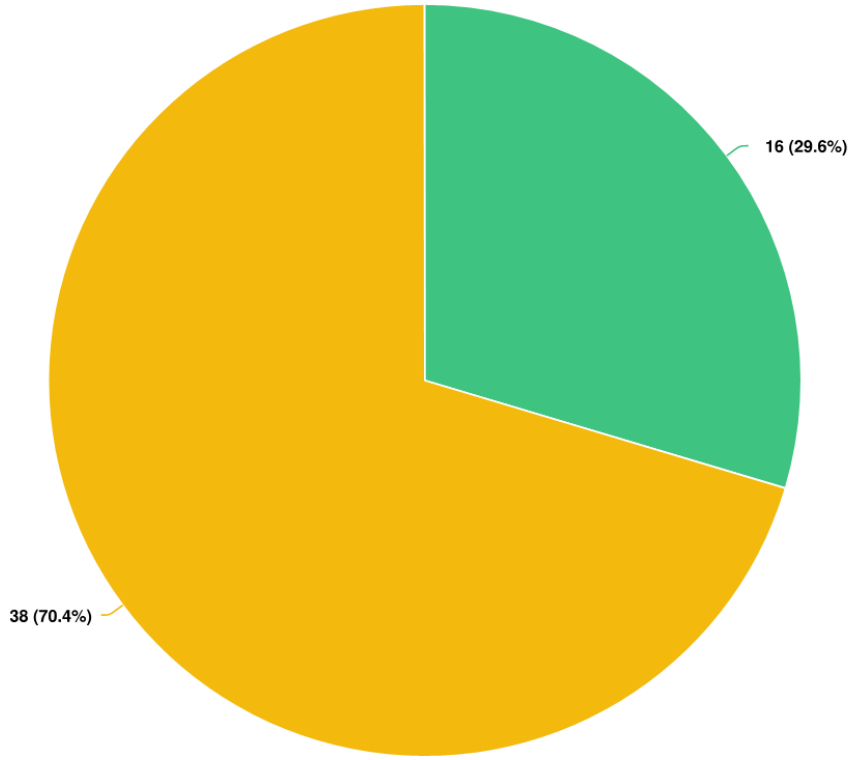

**Question options**

Yes No

*Mandatory Question (54 response(s))*

*Question type: Radio Button Question*

**Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?**




**Question options**

Yes No

*Mandatory Question (54 response(s))*

*Question type: Radio Button Question*

Survey Responses

21 February 2024 - 23 March 2024

# Survey – Milang Oval Leases

# My Say Alexandrina

Project: Milang Oval Leases




| VISITORS | | | | | |
|---|---|---|---|---|---|
| 70 | | | | | |
| CONTRIBUTORS | | | RESPONSES | | |
| 54 | | | 54 | | |
| 0 | 0 | 54 | 0 | 0 | 54 |
| Registered | Unverified | Anonymous | Registered | Unverified | Anonymous |

| | | | |
|---|---|---|---|
| **Respondent No:** | 1 | **Responded At:** | Feb 23, 2024 20:51:37 pm |
| **Login:** | Anonymous | **Last Seen:** | Feb 23, 2024 20:51:37 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |

Q6. **Why?**

not answered

Q7. **Why not?**

The current arrangement works well with the community working together, The Old scout hall was built by the community for the community not just for one group. What will happen to any other group who currently uses the Old Scout Hall eg Milang Vintage Machinery Club? The current arrangement has not stopped the Historical Society from being successful in gaining grants in the past hence no need for change.

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

The lease should stay as it is incorporating the whole oval complex.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

It is unnecessary for the Historical Society to have a separate lease as the current arrangement works and encourages community interaction and consideration.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 2 | **Responded At:** | Feb 24, 2024 07:14:12 am |
| **Login:** | Anonymous | **Last Seen:** | Feb 24, 2024 07:14:12 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

It simply makes good sense. The two groups have such diverse interests therefore it seems to make sense that they are able to represent themselves separately.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

They can continue to protect their interests with this lease.

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

I visited the historical display at the oval during the Yesteryear event earlier this year. I was very impressed by what The Historical Society had created. It is important to me that Milang's history is valued and recorded.I think the Historical Society needs secure tenure and this new lease arrangement would allow this.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 3
**Login:** Anonymous
**Email:** n/a

**Responded At:** Feb 24, 2024 09:15:21 am
**Last Seen:** Feb 24, 2024 09:15:21 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Resident

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

All bodies should have complete use of all the leased areas in agreement with each other, noted the toilet block is not on the historical society proposed lease area do they have sufficent toilets to accommodate visitors to their museum, meetings, car club events?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

Why does it need to be changed, more information needs to be given, there is too much 'this is our area' mentality.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

Tell me why the historical society need it changed, if a public consultation is raised we need to know why the historical society want to change it? Need far more information as to how they are going to use the proposed area and are they going to exclude residents/visitors etc by saying it is leased by them and other residents/ visitors cannot use it on an every day basis.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | There is no toilet amenities in the new proposed plan, the historical society have meetings in the old scout hall along with the car club and other club meetings, the museum is open to the public as well, who is responsible for maintaining those toilets? |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 4 | **Responded At:** | Feb 24, 2024 18:19:42 pm |
| **Login:** | Anonymous | **Last Seen:** | Feb 24, 2024 18:19:42 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |
| Q6. | **Why?** | Each lease has its own interested personnel |
| Q7. | **Why not?** | not answered |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | Just makes common sense that each care for their area of responsibility. |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |
| Q12. | **Why?** | As above |
| Q13. | **Why not?** | not answered |
| Q14. | **Do you have any other comments on this proposal?** | Having lived in Milang for 34 years I've seen the work each interested party has put in and to each have their area of responsibility is ano brainer. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 5 | **Responded At:** | Mar 01, 2024 12:41:23 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 01, 2024 12:41:23 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | For the good of the community, I think that the four groups should be sharing the facilities informally and for the good of each other. Splitting the lease will just lead to arguments which will have to be settled by council. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | See above |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | See above |
| Q14. | **Do you have any other comments on this proposal?** | I think that the proposal to split the lease is being pushed by a very small number of individuals and that the majority of people who use the oval want it left as it is. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 6 | **Responded At:** | Mar 02, 2024 09:54:13 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 02, 2024 09:54:13 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | Do not see any benefits to this going ahead. And additional costs of drafting this up. This ground driving this change don't appear to maintain the area they use currently with long grasses and weeds |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | Change is not needed. No sensible reason why this group should have their own lease |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | A ridiculous idea. This group appear to be acting lile spoilt children |
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 7 | **Responded At:** | Mar 03, 2024 11:49:58 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 03, 2024 11:49:58 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |
| Q6. | **Why?** | It makes sense to have it split for the different uses. |
| Q7. | **Why not?** | not answered |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | not answered |
| Q14. | **Do you have any other comments on this proposal?** | The oval needs proper public toilets that all facilities can make use of. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 8 | **Responded At:** | Mar 05, 2024 09:57:05 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 05, 2024 09:57:05 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | The scout hall and land in the proposed lease for the Historical Society should belong to the community and the existing lease serves that well. Also, the toilet block should be common to all lessees. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | As above |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | As above |
| Q14. | **Do you have any other comments on this proposal?** | Is the scout hall in need of upgrading? If so, it should be upgraded so that it can be used by various community groups for meetings and events. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 9
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 05, 2024 10:54:26 am
**Last Seen:** Mar 05, 2024 10:54:26 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

I would support a second lease for the M&DHC , BUT they cannot incorporate the Milang Scout Hall into there lease. The building was built there for the MILANG Youth in 1981 an every dollar $6,000 raised was by the community, an cub scouts collecting cans bottles an scrap metal. No help from council as we achieved this through our own community. It was all volunteer labour, I know this as I was a scout at this time. I'm also a active volunteer in Milang as a accredited youth mentor through Rek Link SA for the youth in MILANG every Friday. Also I have been a junior cricket coach for ten years for milang and a trainer for the milang football club and past committee member of the MILANG oval committee. As it stands the M&DHC have only a verbal agreement to use the scout hall at the oval. They do not or share the scout hall with any group. The M&DHC have there official " Club House" located at the MILANG chapel alongside the CFS station. The chapel was restored through council grants an is still now declared there Club Rooms. How many club rooms do they need? Also the scout hall that the M&DHC occupy has not been maintained, the wooden fascia boards that supports the roof have rotted causing the eves to collapse along with the gutters. There are windows smashed an instead of repairing they simply silicone another piece of glass over the Brocken portions. Possums , birds snakes now occupy the ceilings. The tree that was planted by [redacted] our youngest Cub Scout) on the opening of the scout hall has been chopped down along with the brass plaque, to make way for a little dirt track once used. But not used now. And they call themselves a Historical society! Also referring to the council meeting July 2023 the Historical Society told council there membership is huge an growing every year. If this is the case why have the historical society taken over the MILANG lakeside mens shed an used it for storage. Why are they applying for DVA veterans grants for the "well being of veterans mental health " an not resubmitting follow up procedures to show where veterans money has gone when there grants are approved? How can it improve veterans wellbeing if it's shut? The M&DHC have just simply moved in an taken over. I'm a veteran and I can't use this facility. So I support a model of them creating a seperate lease but never ever take the community scout hall. Also attending town meetings, an listening to council meetings about this issue, I find the M& DHS relationship with the MOC is untenable an divided the community. Also the M&DHC do have a lot of members that are NOT active in the Society, they become members to apply for specific registrations for there motor cars or motorcycles.

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** Yes

Q9. **Why?**

I cannot see any disadvantages under one lease.

| | | |
|---|---|---|
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | I've answered that question on question number 6. |
| Q14. | **Do you have any other comments on this proposal?** | I urge council to think about this very seriously, otherwise our youth will suffer once again. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 10
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 08, 2024 20:54:45 pm
**Last Seen:** Mar 08, 2024 20:54:45 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Resident

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

Unnecessary waste of money and time. No logic to having two entrances, potentially with one activity requiring an entrance fee and the other one not. The Scout hall was built by the community for the community and should not go to the Historical Society. The Historical Society has too much already and is abusing what it already has. The Mens' Shed is inoperable as the Historical Society has crammed it full of their stuff which stops all activities other than the Thursday BBQ. Shameful for all others. M&DHS has already demonstrated it's lack of respect for others by having an event at the same time as another one which was 3 years in the making. Darn rude.

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

The Historical Society already has too much sway and they need to be curtailed NOT allowed more autonomous behaviour. They do not comply with the requirements of the current lease and, without full consultation, do as they want. They are by no means the only users of the oval and it's about time they pulled their heads in. No common area should be used exclusively by only one group. The cost of fencing, gates, moving power and water is a total waste of money. It is the Historical Society that has caused problems and should not be allowed to continue doing this.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

A separate lease for M&DHS shows a marked need for demi god behavior and has no place in a democracy. It would exclude the community from using the Scout Hall freely and this must not happen. The cost to rate payers would be high and totally unnecessary. Plus all the other reasons already listed.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | There has been a lot of pressure from one person of the M&DHS and the information being offered is quite baldly a pack of lies and quite insulting. And this person wants total control! No way. |
| Q15. **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 11 | **Responded At:** | Mar 09, 2024 10:46:11 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 09, 2024 10:46:11 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

For the most appropriate use of each lease, administration and responsibility giving the best outcome for each leaseholder and the members of the community involved and more satisfactory opportunities for members of the public in the Alexandrina area and beyond to participate and enjoy facilities available.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

Sufficient areas and terms of use.

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

Sufficient area and of terms of use at this stage to work with in providing appropriate use and benefits for those committed to its success and those members and public who will be able to benefit from it.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Many successful uses and events have created a good history for those who have benefited over the years and will have the opportunity to do and experience an enjoyable future Now! |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 12
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 09, 2024 11:37:30 am
**Last Seen:** Mar 09, 2024 11:37:30 am
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

The two leases means that the Historical Club can be sure to retain the area they occupy (buildings and improvements and use almost daily) and the Oval Committee can use and sublease the oval to other clubs e.g. sporting clubs etc. and hopefully the Milang Vintage Machinery Club for their annual Rally.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

So the two clubs can work together for the common good of all users.

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

As already stated above.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 13 | **Responded At:** | Mar 09, 2024 11:43:46 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 09, 2024 11:43:46 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Other |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |
| Q6. | **Why?** | Because of conflict with Oval Committee |
| Q7. | **Why not?** | not answered |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | Already stated |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |
| Q12. | **Why?** | So they can be sure of retaining and using their buildings and grounds |
| Q13. | **Why not?** | not answered |
| Q14. | **Do you have any other comments on this proposal?** | no |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 14 | **Responded At:** | Mar 09, 2024 13:46:48 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 09, 2024 13:46:48 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

The volunteers with the museums, men's shed and other activities contribute greatly to Milang and districts. They should be given title to the land they use so well but failing that, they need a secure lease.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

not answered

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

As above

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 15
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 10, 2024 05:34:18 am
**Last Seen:** Mar 10, 2024 05:34:18 am
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

There is a significant portion of land and buildings near the historic society. The group appear to be maintaining this land and in the last 12 months there has been a significant improvement. The area around the building & trees has been kept neat & clean with good grass & weed management. This reduces fire hazards, risk of snakes in areas people use regularly and provides the aesthetics we want to achieve with our town oval. The group appear to be proactive & motivated and are improving the facilities as well as growing the historic representation

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

It will maximise the use of the shared space and improve management of the area without impacting other groups.

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

As above

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Great initiative |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 16 | **Responded At:** | Mar 14, 2024 18:30:57 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 14, 2024 18:30:57 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

Since it makes sense for the areas used by quite separate organisations to have their own lease. Less paperwork etc

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

Because it covers the area used by Milang Oval Inc

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

Because it covers the area utilised by the M&DHS Inc

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Can only suggest that you change the name of the overall complex to save confusion. Maybe e.g. Milang Community Complex or Milang Sporting and Heritage Complex |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 17 | **Responded At:** | Mar 16, 2024 11:32:42 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 16, 2024 11:32:42 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | This is an area that was erected by volunteer community for all the community. The town is growing so fast youth activity (football, netball & scouts) could start up again at anytime. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | All groups have a say at meetings & dividing area. Is not keeping it as a community area |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | Scout Hall was built by volunteer community for the community-not separated for another group to take over and loose why it was built. |
| Q14. | **Do you have any other comments on this proposal?** | The Oval Committee have run a jofoKeep the area as a whole govend by all users. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 18 | **Responded At:** | Mar 16, 2024 11:54:23 am |
| **Login:** | Anonymous | **Last Seen:** | Mar 16, 2024 11:54:23 am |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | the facilities should be available for use by all residence. the scout hall was meant for use by all community groups.we should be uniting our community and community spaces,not dividing them. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | it divides the community . |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | history has demonstrated that the historical society,have not been community minded and have constantly undermined other community groups.Allowing them to steal the scout hall now may open the door for them to further divide our community and its assets. |
| Q14. | **Do you have any other comments on this proposal?** | community spaces should be for the community not for individual groups. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 19 | **Responded At:** | Mar 16, 2024 16:49:33 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 16, 2024 16:49:33 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

It will give the Milang District Historical Society certainty about conducting their activities. It will spread the burden of maintenance between the two incorporated associations.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

For the main reason of giving the Historical Society autonomy in conducting their business.

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

For the main reason of giving the Historical Society autonomy in conducting their business.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | The leases should commence from the date of signing both leases. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 20
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 17, 2024 17:52:28 pm
**Last Seen:** Mar 17, 2024 17:52:28 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang and District Historical Society member |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

I believe that two separate leases may reduce some of the friction between the two main groups concerned. I am involved with the Tractor Pull and have been assisting with the improvement of this area and plan to continue this work this year. Removal of declared weeds is a priority. I would like to see the boundary line parallel to the TP track moved a few meters towards the oval. I hope to work with the Oval Committee in the removal of the numerous boxthorns from whole area.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

Boundary could be adjusted as mentioned above.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

As stated in 6

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Oval Committee desire to take over our Clubrooms is counterproductive to harmonius relations. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 21 | **Responded At:** | Mar 17, 2024 19:00:05 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 17, 2024 19:00:05 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | Having read various information I have come to the conclusion it should be one lease |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | This system has worked for many years , why change it |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | I believe the current one lease by the MOC is best |
| Q14. | **Do you have any other comments on this proposal?** | No |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 22
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 17, 2024 19:25:02 pm
**Last Seen:** Mar 17, 2024 19:25:02 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The oval needs to be kept a separate entity. If we allow parts to be in control of many committees/groups there will be the inevitable arguments etc over what is best for parts and the whole area. In the past,as a community we disallowed the Milang Bowling Club from taking over more of the "Anzac Park" if this was allowed the wonderful facility we have now would have been fragmented. In regard to the oval, the whole community should share in any development of the whole area. Individual groups should not be be able to decide. THE OVAL SHOULD STAY IN CONTROL OF ONE COMMITTEE!!

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** Yes

Q9. **Why?**

I am reluctant to give full support because I have not seen the draft proposal. However I can not submit without filling this field

Q10. **Why not?**

not answered

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The oval precinct needs to be under the control of one body

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | I have not seen either proposal. But I support the Oval Committee proposal because I believe strongly the to fragment the area is wrong . The history of the area is one of a complete entity. What happens if the Scouts resume sometime in the future? |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 23 | **Responded At:** | Mar 18, 2024 16:06:02 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 18, 2024 16:06:02 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Business Owner |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |

Q6. **Why?**

not answered

Q7. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

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| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being accociated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 24
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 18, 2024 20:32:12 pm
**Last Seen:** Mar 18, 2024 20:32:12 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

Cost, one has power, one has water, shared entrance would not be sustainable should two events be on the same day. In the past cricket matches have been scheduled for another oval should it be required by anyone else. It would farther increase bad feeling within the two groups as one would be seen to be favoured. Grants will be harder to get without the support of the oval committee. All groups within the oval are on a governing committee to sort issues

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

Funding would be harder without the support of the oval committee. I was on the oval committee for 20 years as a Netball club representative and the Oval committee supported us in every way. I was Oval President for 6 years with no affiliation to any club at that time, and we supported everyone as able. We had the interests of the town in mind. It's not just the Oval, it's the whole town

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Historical already have the Old Chapel on Stirling Street, which the public has no access to. The Men's shed for which they received a government grant is not running, except for a weekly bbq. The surrounds are unsightly and much work needed to be done and I fear if they have full control it will only be worse.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | As they are a Historical society they should be thinking about preserving the past. Unlike today everything at the Oval was built for and paid for by Milang volunteers, before volunteering was even a word. It's just something you did. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 25
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 19, 2024 12:39:12 pm
**Last Seen:** Mar 19, 2024 12:39:12 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | Because the scout hall was built for the cubs and scouts and the youth of Milang which they have a lot of at the moment and they need a hall that has no asbestos in it |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | They have done a great job in the past |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | It is a disgrace to the oval they haven't done any maintenance to building it is falling down at the back broken window |
| Q14. | **Do you have any other comments on this proposal?** | If you let the historical society that's it. No building for the youth and they already have the old chapel woodshed and train buildings just how many do they need plenty of land out at McInnes property where they have the donations of machinery rotting i |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 26 | **Responded At:** | Mar 19, 2024 13:24:01 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 19, 2024 13:24:01 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |
| Q6. | **Why?** | . |
| Q7. | **Why not?** | not answered |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | They have enough space. The oval is for everyone. |
| Q14. | **Do you have any other comments on this proposal?** | Please listen to the community. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 27
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 19, 2024 13:54:33 pm
**Last Seen:** Mar 19, 2024 13:54:33 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |
| Q6. | **Why?** | to allow the historical society to operate independently of the oval lease |
| Q7. | **Why not?** | not answered |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | common area allows both leases access. |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |
| Q12. | **Why?** | common area access. Historical society and Milang oval Inc can operate independently |
| Q13. | **Why not?** | not answered |
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 28
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 19, 2024 16:48:49 pm
**Last Seen:** Mar 19, 2024 16:48:49 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | It needn't be changed. The community should have access to ALL parts and not subleased off |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | As said I believe it should not be split the lease |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | The lease should NOT be split |
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 29 | **Responded At:** | Mar 19, 2024 21:10:43 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 19, 2024 21:10:43 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | We all need to band together and work together to unite as one. Having division in our little town doesn't help anyone. Unfortunately the Historical are creating a division in the town. Also this will cost our small community as rate payers lots of money. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | It will help to keep us united . And to keep costs down for our community |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | As we all need to unit as one in our little community. And to keep the costs down . Let's all unite together for a a stronger community.. |
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 30 | **Responded At:** | Mar 19, 2024 21:32:17 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 19, 2024 21:32:17 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | Because of the expense to the rate payers. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |
| Q9. | **Why?** | Because it works & has done for many years, as it does in many other council area's |
| Q10. | **Why not?** | not answered |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | It will add to the division within the community |
| Q14. | **Do you have any other comments on this proposal?** | There is no reason to change what is working & has done for years. No need to change the lease over 2 individuals personnel conflict, which if it goes ahead will only divide the community, individuals clubs & individual people |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 31
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 20, 2024 18:00:45 pm
**Last Seen:** Mar 20, 2024 18:00:45 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval Inc member

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

Excerpt from MOC meeting 15th May 2023 " Milang Oval Committee does not wish to change the lease area or conditions & as such does not support the request from the Milang & District Historical Society for a lease directly with Alexandrina Council " Please note: at this meeting, members were advised this was a conscience vote and completely understandable if three of the MOC members voted with M&DHS. The result was a UNANIMOUS decision to renew lease, sub leases and licenses with Alexandrina Council. At no time in the months of negotiation and first 7 years of lease, did M&DHS indicate it would not renew after the first 7 years. Until 2023, M&DHS had NEVER communicated it was unhappy with MOC, so this decision was a complete surprise. M&DHS is not "subservient" to MOC. It has consistent and equal representation on a management committee which has supported EVERY project submitted. Since 2016, the four member groups have had regular meetings, discussed many topics, all members have worked cooperatively and MOC has supported EVERY project submitted by M&DHS and other groups. Milang Oval is used by groups with diverse interests. It is important the interests of any one group do not impinge upon the interests of the other member groups, hence a management committee. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval. From Alexandrina Council Website regarding the current one lease situation: "This model is used often across community sporting and recreational grounds." Why do we need to change what clearly works in Milang and other towns for the sake of one group? This action would be to the detriment of all concerned. This decision affects 4 groups, not one. When making the decision to have one lease or two, the interests of ALL community groups must be considered. The effects of this decision must not be to the detriment of MRC, MCC, MFC, all of whom committed to the original lease term of 7 years plus 7, plus 7……along with M&DHS. It has been stated M&DHS has a better chance of attracting funding if it has its own lease. How can that be? Surely, the support of groups with such diverse interests, sharing a lease area, affecting more people and a bigger demographic would hold more weight. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval. This has worked well and, as described by M&DHS and an Alexandrina Council councilor, has enabled M&DHS to go ahead in leaps and bounds. All with the unequivocal support of MOC. In MOC deputation to AC in July 2023, it was stated the MOC has missed something and clearly needs to work harder communicating with M&DHS. It has become apparent there is a breakdown in communication back to M&DHS as the information members are getting, is coming from within their own Club and not their Oval representatives, This also is happening in reverse and M&DHS is not informing their reps when attending MOC meetings. THIS IS ONE OF THE MAIN REASON THE MOC LEASE WAS SET UP in 2016…… This decision to apply for separate leases by M&DHS is borne of PAST issues and personalities. The members of Milang Red Cross, Milang Cricket Club and Milang Football Club and the representatives of M&DHS have moved on and embraced the very system implemented by Alexandrina Council in 2016 to overcome past issues. M&DHS has not.

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

Seperate leases may make the situation untenable. A number of issues need to be addressed. The Scout Hall belongs to Milang, and should stay that way. When the Scout Group ceased, the building was given to Milang Oval Committee for use by community groups. MOC, MFC and M&DHS shared use of the building. The Scout Hall was built by the Milang community, with donated materials and skills for the Milang youth. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community, to the exclusion of all others, does not sit well. We want to acknowledge the improvements made to the Scout Hall along with the contribution of the Milang Community which actually built the Scout Hall for the Milang youth. The Scout Hall is a Community Facility intended to benefit and provide multi use access for the Milang Oval users and other hirers. The Scout Hall is located on the Eastern side of the natural tree boundary and faces onto the oval and not the MDHS lease area. Council should use the natural boundary of trees to define Lease Areas. The building is considered to be situated on the Milang Oval Lease Area, From the Council meeting of 22/1/2024, Councilor Scott said – we need to “preserve the past and secure the future.” So, let’s preserve the history and contribution of the Milang Community to the Scout Hall and secure it for future generations of the same Milang community. Seperate lease will require a seperate entrance. Council should use the natural boundary of trees to define Lease Areas.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

Seperate leases may make the situation untenable. A number of issues need to be addressed. The Scout Hall belongs to Milang, and should stay that way. When the Scout Group ceased, the building was given to Milang Oval Committee for use by community groups. MOC, MFC and M&DHS shared use of the building. The Scout Hall was built by the Milang community, with donated materials and skills for the Milang youth. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community, to the exclusion of all others, does not sit well. We want to acknowledge the improvements made to the Scout Hall along with the contribution of the Milang Community which actually built the Scout Hall for the Milang youth. The Scout Hall is a Community Facility intended to benefit and provide multi use access for the Milang Oval users and other hirers. The Scout Hall is located on the Eastern side of the natural tree boundary and faces onto the oval and not the MDHS lease area. Council should use the natural boundary of trees to define Lease Areas. The building is considered to be situated on the Milang Oval Lease Area, From the Council meeting of 22/1/2024, Councilor Scott said – we need to “preserve the past and secure the future.” So, let’s preserve the history and contribution of the Milang Community to the Scout Hall and secure it for future generations of the same Milang community. Seperate lease will require a seperate entrance. Council should use the natural boundary of trees to define Lease Areas.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | The cost to Milang Community needs to be considered. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 32 | **Responded At:** | Mar 20, 2024 18:20:49 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 20, 2024 18:20:49 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |

Q6. **Why?**

not answered

Q7. **Why not?**

There are 4 groups which need to be able to communicate and manage the facility. I don't want to see the actions of any one group affect another. The present leases were set up by Alexandrina Council in 2016 in response to unhealthy relations between groups, to manage the facility. This model works well and is used at many community ovals.

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

The Scout Hall is a community building. If seperate leases are issued, the MOC lease area should incorporate the Scout Hall. There should be no common areas. Seperate lease requires a seperate entrance.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall is a community building. If seperate leases are issued, the MDHS lease area should not incorporate the Scout Hall. There should be no common areas. Seperate lease requires a seperate entrance and fenced boundary.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Seperate leases need to fenced off. Seperate access to power and water must implemented and financed. This decision affects 4 groups, not one. |

| | |
|---|---|
| Q15. **Would you like to upload your submission?** | https://s3-ap-southeast-2.amazonaws.com/ehq-production-australia/a7ad39313800e66b47221f40efc9a940a9032cc8/original/1710921044/5e667401c9aad90a7db2435a9078f089[redacted]Comm_Consultation.doc?1710921044 |

Excerpt from MOC meeting 15th May 2023
“ Milang Oval Committee does not wish to change the lease area or conditions & as such does not support the request from the Milang & District Historical Society for a lease directly with Alexandrina Council “
Please note: at this meeting, members were advised this was a conscience vote and completely understandable if three of the MOC members voted with M&DHS.
The result was a UNANIMOUS decision to renew lease, sub leases and licenses with Alexandrina Council.

At no time in the months of negotiation and first 7 years of lease, did M&DHS indicate it would not renew after the first 7 years.
**Until 2023, M&DHS had NEVER communicated it was unhappy with MOC, so this decision was a complete surprise.**

M&DHS is not “subservient” to MOC. It has consistent and equal representation on a management committee which has supported EVERY project submitted.
Since 2016, the four member groups have had regular meetings, discussed many topics, all members have worked cooperatively and MOC has supported EVERY project submitted by M&DHS and other groups.
Milang Oval is used by groups with diverse interests. It is important the interests of any one group do not impinge upon the interests of the other member groups, **hence a management committee**. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval.
From Alexandrina Council Website regarding the current one lease situation*:*
***“This model is used often across community sporting and recreational grounds.”***

Why do we need to change what clearly works in Milang and other towns for the sake of one group? This action would be to the detriment of all concerned. This decision affects 4 groups, not one.

When making the decision to have one lease or two, the interests of ALL community groups must be considered. The effects of this decision must not be to the detriment of MRC, MCC, MFC, all of whom committed to the original lease term of 7 years plus 7, plus 7……**along with M&DHS.**

It has been stated M&DHS has a better chance of attracting funding if it has its own lease. How can that be? Surely, the support of groups with such diverse interests, sharing a lease area, affecting more people and a bigger demographic would hold more weight.

The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval. This has worked well and, **as described by M&DHS and an Alexandrina Council councilor, has enabled M&DHS to go ahead in leaps and bounds. All with the unequivocal support of MOC.**

In MOC deputation to AC in July 2023, it was stated the MOC has missed something and clearly needs to work harder communicating with M&DHS.
It has become apparent there is a breakdown in communication back to M&DHS as the information members are getting, is coming from within their own Club and not their Oval representatives, This also is happening in reverse and M&DHS is not informing their reps when attending MOC meetings**. THIS IS ONE OF THE MAIN REASON THE MOC LEASE WAS SET UP in 2016…….**
This decision to apply for separate leases by M&DHS is borne of PAST issues and personalities.

The members of Milang Red Cross, Milang Cricket Club and Milang Football Club and the representatives of M&DHS have moved on and embraced the very system implemented by Alexandrina Council in 2016 to overcome past issues.
M&DHS has not.

The Scout Hall is a Community Facility intended to benefit and provide multi use access for the Milang Oval users and other hirers. The Scout Hall is located on the Eastern side of the natural tree boundary and faces onto the oval and not the MDHS lease area. Council should use the natural boundary of trees to define Lease Areas. The building is considered to be situated on the Milang Oval Lease Area,

From the Council meeting of 22/1/2024,
Councilor Scott said – we need to “preserve the past and secure the future.”
So, let’s preserve the history and contribution of the Milang Community to the Scout Hall and secure it for future generations of the same Milang community.

To be working behind the scenes for such a long time and NEVER bringing an issue to MOC is more an indictment on M&DHS than Milang Oval Committee. Separate leases will escalate, not remedy this situation

| | | | |
|---|---|---|---|
| **Respondent No:** | 33 | **Responded At:** | Mar 20, 2024 18:25:41 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 20, 2024 18:25:41 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | See attached |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | See attached |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | see attached |
| Q14. | **Do you have any other comments on this proposal?** | Members of the Milabg Community were invited to meet and discuss this proposal, Notes from the meeting are attached. |
| Q15. | **Would you like to upload your submission?** | https://s3-ap-southeast-2.amazonaws.com/ehq-production-australia/a95ee8333808aaf4a3ab304f4f2a37983e869f3f/original/1710921336/6281a5ce789ad329ded875d2700d5195_MOC_Lease_Community_discussion.pdf?1710921336 |

## LEASE SITUATION

**Volunteers**

None of the groups could survive without volunteers and their contribution is noted and appreciated. All people involved in these committees are volunteers.

**Background**

Prior to 2016, MOC has been an Oval Management Committee comprising MCC, MNC, Scouts, MFC and interested persons.

M&DHS applied to Alexandrina Council to take over a portion of MOC lease and then became a member of MOC.

Milang Scout Group folded and left the Scout Hall to MOC to be shared by MFC and M&DHS.

*Scout Hall – full ownership confirmed as Milang Oval Committee as per MOC minutes. Scout Hall* ***be returned to Milang Oval Committee*** *for care and control, as per minutes MOC dated 28th July 2000 – "The Oval Committee is asked to look after the Scout Hall and hire it as it sees fit". By verbal agreement, joint usage by the Milang and District Historical Society and Milang Football Club was granted…… see below.*

Excerpt from MOC Minutes and Secretary's Report 2010

Use of the Milang Scout Hall - minuted 28th July 2000

*"The Oval Committee is asked to look after the Scout Hall and hire out as it sees fit."*

By verbal agreement, joint usage by the Milang and District Historical Society and the Milang Football Club was granted. This worked well for one year, until the Historical Society littered the Hall with building materials (drying wet corrugated iron) and refused to shift same. Further, to this, the Milang Football Club hosted SA Sheep Dog Trials and requested the use of power from the Scout Hall. Both access and power were denied. For your information, power for the Scouts was supplied from the Change Room meter box for approximately 40 years, with the Milang Cricket Club and Milang Football Club paying the bill.

At this point, I quote an excerpt of the Secretary's report 2010.

*"The Historical Society has enhanced the amenity of the Scout Hall with full length front verandah, complete with paving and landscaping. Whilst this is a great asset, and I thank the volunteers for their efforts, it was hastily conceived and did not get the full Milang Oval Committee approval first.!"*

I also inform your committee, that, as Secretary, I was placed in an embarrassing position, having to write a letter of support for a structure that doesn't quite meet the building code and was erected prior to proper approval.

MNC folded and requested the building be used by Red Cross and donated all funds in bank account to MRC.

M&DHS eventually took over the Scout Hall, changed the locks, got separate power and refused use by any other group. MOC fought to have the original Scout Hall sign reinstated as acknowledgement it was built by the community.

MOC has managed the oval facility - fundraising, watering, mowing, hiring, cleaning……

MFC, MCC and Red Cross have been serving the Milang Community for a very long time and are among the oldest Milang Community groups .

In 2016, after months of consultation, the present lease situation was agreed.

MOC has the lease with Alexandrina Council and MCC, MFC, MBRC and M&DHS have sub-leases and licenses. These were for 7 years with a right of renewal for another seven years, then another seven years; taking the present leases through to 2037.

MOC is now comprised of representation from MBRC, MCC, M&DHS and MFC. At no time in the months of negotiation, did M&DHS indicate it would not renew after the first 7 years.

After seven years, MOC was given a deadline to renew the leases etc for another seven years as per the lease signed in 2016.

M&DHS advised AC and MOC it wanted a separate lease. **Until this time, M&DHS had NEVER communicated it was unhappy with MOC, so this decision was a complete surprise.**

Excerpt from MOC meeting 15th May 2023
**ITEM 4. GENERAL BUSINESS**
~Oval Leases & Subleases

A. Milang Oval Committee wishes to take up the first right of renewal of the lease for seven (7) years commencing July 1 2023

B. Milang Oval Committee supports the first right of renewal of subleases for seven (7) years commencing July 1 2023 to
Milang Cricket Club
Milang Football Club
Milang Red Cross Branch
Milang & District Historical Society

C. Milang Oval Committee does not wish to change the lease area or conditions & as such does not support the request from the Milang & District Historical Society for a lease directly with Alexandrina Council

Moved and seconded
Voted In Favour, Unanimous

Please note: at this meeting, members were advised this was a conscience vote and completely understandable if three of the MOC members voted with M&DHS.

The result was a UNANIMOUS decision to renew lease, sub leases and licenses with Alexandrina Council.

MCC, MBRC and MFC advised MOC the groups wish to renew the sub lease and so MOC advised AC it wished to renew.

From Alexandrina Council Website – Milang Oval Leases – Community Consultation.
*In 2016, Council endorsed a twenty one (21) year lease with Milang Oval Inc. to manage the Milang Oval complex for the community. The lease includes a renewal every 7 years during the term.*

**MOC has always wanted one lease.**
MOC is used by groups with diverse interests. It is important the interests of any one group do not impinge upon the interests of the other member groups, hence a management committee. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval.
***This model is used often across community sporting and recreational grounds.***

Communication between groups when the facility is hired, is so important. We do not want another situation where we had 3 years notice of a huge event being held on the oval and M&DHS chose to have an event the same weekend! Not once did M&DHS come to MOC and advise they were holding their event on the same weekend. We can have the embarrassing situation where the hirer is charged to enter the facility it has hired or conversely, the hirer has a gate charge and people going to another event at the oval, don't expect to pay!

We are disappointed with AC for allowing it to get to this point as the one lease was set up by AC in response to MOC having issues in the past - we all thought it was working well.

Since 2016, the four member groups have had regular meetings, discussed many topics, all members have worked cooperatively and MOC has supported EVERY project submitted by M&DHS and other groups.

**IF two leases are granted, MBRC, MCC and MFC believe the situation could become untenable and a number of issues would need to be addressed.**

- Scout Hall remains on MOC lease and managed by MOC – built by the community for the community. Faces Milang Oval. This doesn't exclude M&DHS from using the building. It is better an asset is used and maintained rather than be empty.
- Toilet Block remain on MOC lease – use by negotiation.
- Separate entry
- Clearly defined and fenced boundary – following tree line. The public liability issues need a defined area. MOC cannot be responsible for M&DHS lease area in any way.

Below is an excerpt from AC minutes 22/01/2024
AC letter to M&DHS 6/12/2023

**Scout Hall**

Although there may have been a joint use agreement between the MDHS and the Milang Oval Committee for use of the Scout Hall, in practical terms a decision needs to be made on what Lease Area the Scout Hall sits within. The Scout Hall is a Community Facility intended to benefit and provide multi use access for the Milang Oval users and other

hirers. The Scout Hall is located on the Eastern side of the natural tree boundary and faces into the Oval and not the MDHS Lease Area. Council intends to use the natural boundary of the trees to define the Lease Areas. On balance, this building is considered to be situated in the Milang Oval Lease Area.



**M&DHS wants**
A separate lease the same area as its sublease.
This lease area includes

- the Scout Hall
- the entrance as common land to be access by all groups.

M&DHS has said it has a better chance of attracting funding if it has its own lease. How can that be? Surely, the support of groups with such diverse interests, sharing a lease area, affecting more people and a bigger demographic would hold more weight.

M&DHS has illustrated, and Councilors have said, "M&DHS is going ahead in leaps and bounds" – All under the umbrella of MOC. MOC has supported EVERY project put forward but few have come to fruition

Separate lease? Cost to rate payers. Power, water, gate, fence, entrance

**The Scout Hall**
The Scout Hall was built by the Milang community, with donated materials and skills for the Milang youth. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community, to the exclusion of all others, does not sit well.
We want to acknowledge the improvements made to the Scout Hall along with the contribution of the Milang Community which actually built the Scout Hall for the Milang youth.
The Scout Hall belongs to Milang, and should stay that way. When the Scout Group ceased, the building was given to Milang Oval Committee for use by community groups. MOC, MFC and M&DHS shared use of the building.
See below.

Use of the Milang Scout Hall - minuted 28th July 2000

*"The Oval Committee is asked to look after the Scout Hall and hire out as it sees fit."*

By verbal agreement, joint usage by the Milang and District Historical Society and the Milang Football Club was granted. This worked well for one year, until the Historical Society littered the Hall with building materials (drying wet corrugated iron) and refused to shift same. Further, to this, the Milang Football Club hosted SA Sheep Dog Trials and requested the use of power from the Scout Hall. Both access and power were denied. For your information, power for the Scouts was supplied from the Change Room meter box for approximately 40 years, with the Milang Cricket Club and Milang Football Club paying the bill.

To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community to the exclusion of all others, does not sit well.

This decision affects 4 groups, not one.

**We are concerned people have signed petitions without knowing all the information. If you have signed a petition and now want to negate it, you can do so by participating in the community consultation process. Forms are available online or a hard copy is available here tonight.**

**Do you support 2 separate leases being issued for the Milang Oval Complex**
**NO**
**Why?**
*In 2016, Council endorsed a twenty one (21) year lease with Milang Oval Inc. to manage the Milang Oval complex for the community. The lease includes a renewal every 7 years during the term.*
*The regular users of the Oval are:*

- *Milang and District Historical Society*
- *Milang Branch of Australian Red Cross*
- *Milang Cricket Club; and*
- *Milang Football Club.*

From Alexandrina Council Website regarding the current one lease situation*:*
***"This model is used often across community sporting and recreational grounds."***

Why do we need to change what clearly works in Milang and other towns for the sake of one group? This action would be to the detriment of all concerned.

- MOC is used by groups with diverse interests. It is important the interests of any one group do not impinge upon the interests of the other member groups, hence a management committee. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval.
- Communication between groups when the facility is hired is so important. We do not want another situation where we had 3 years notice of a huge event being held on the oval and M&DHS chose to have an event the same weekend!
- Cost to ratepayers – water, fencing, separate entrance, relocation of power pole as it would be on M&DHS lease area and history has shown M&DHS cannot be relied upon. We don't want the situation of power to all groups being compromised because of the location of power pole/meter boxes – logistics and all costs and how they will be met, have not been calculated. We are making a decision without knowing ALL the costings and who will pay.

- Unnecessary as MOC has supported EVERY project submitted by M&DHS.

**Do you support the proposed draft lease area for Milang and District Historical Society?**
**NO**
**Why?**
The Scout Hall was built by the Milang community, with donated materials and skills for the Milang youth. It should **not be** included in the M&DHS lease area. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community to the exclusion of all others, does not sit well.

- Separate lease requires separate entrance.
- No common area to be included in plans
- Cost to ratepayers – water, fencing, separate entrance, relocation of power pole as it would be on M&DHS lease area and history has shown M&DHS cannot be relied upon. We don't want the situation of power to all groups being compromised because of the location of power pole/meter boxes.– logistics and all costs and how they will be met, have not been calculated. We are making a decision without knowing ALL the costings and who will pay.

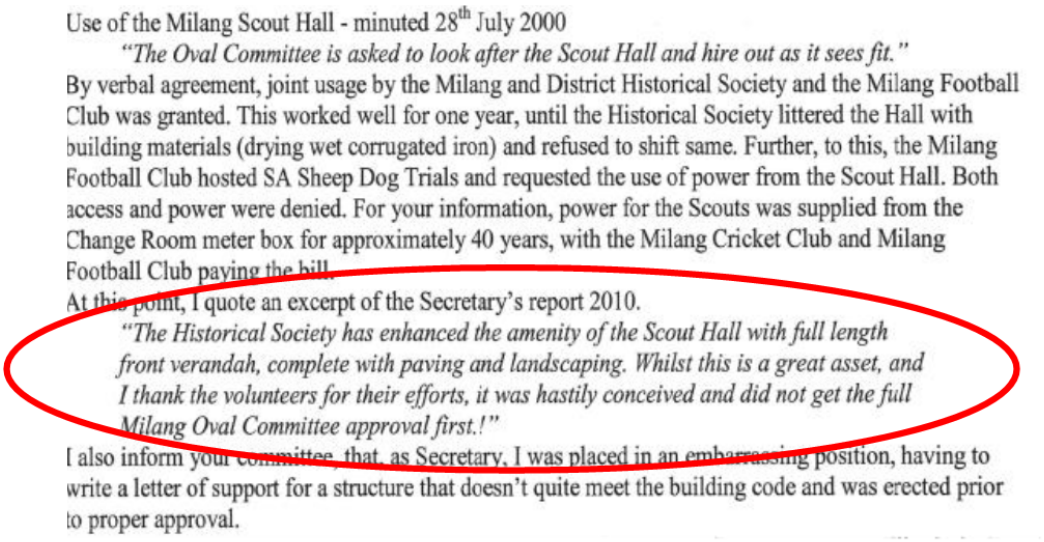
**Do you support the proposed draft lease area Milang Oval Incorporated?**
**NO**
**Why?**
The Scout Hall must be included in Milang Oval Committee lease area. It was built by the Milang community, with donated materials and skills for the Milang youth. It should **not be** included in the M&DHS lease area. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community, to the exclusion of all others, does not sit well.

- Separate lease requires separate entrance.
- No common area to be included in plans
- Cost to ratepayers – water, fencing, separate entrance, relocation of power pole as it would be on M&DHS lease area and history has shown M&DHS cannot be relied upon. We don't want the situation of power to all groups being compromised because of the location of power pole/meter boxes.– logistics and all costs and how they will be met, have not been calculated. We are making a decision without knowing ALL the costings and who will pay.

**Do you support (2) separate leases being issued for the Milang Oval Complex?**
**YES**
**Why?**
The situation has become untenable and I don't believe the three community groups, MRC, MCC MFC groups will benefit in any way from being associated with M&DHS.

- The entrance is badly maintained and exhibits are overgrown.
- The illegal, non-compliant 'extension' to Scout Hall verandah – an insurance/liability nightmare.
- M&DHS Area is littered with 'implements', 'projects' and hazards.
- Flagpole in disrepair
- Removal of historical plaque from Scout Hall

M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests.
Note excerpt from MOC records, below



Use of the Milang Scout Hall - minuted 28th July 2000

*"The Oval Committee is asked to look after the Scout Hall and hire out as it sees fit."*

By verbal agreement, joint usage by the Milang and District Historical Society and the Milang Football Club was granted. This worked well for one year, until the Historical Society littered the Hall with building materials (drying wet corrugated iron) and refused to shift same. Further, to this, the Milang Football Club hosted SA Sheep Dog Trials and requested the use of power from the Scout Hall. Both access and power were denied. For your information, power for the Scouts was supplied from the Change Room meter box for approximately 40 years, with the Milang Cricket Club and Milang Football Club paying the bill.

At this point, I quote an excerpt of the Secretary's report 2010.

*"The Historical Society has enhanced the amenity of the Scout Hall with full length front verandah, complete with paving and landscaping. Whilst this is a great asset, and I thank the volunteers for their efforts, it was hastily conceived and did not get the full Milang Oval Committee approval first!"*

I also inform your committee, that, as Secretary, I was placed in an embarrassing position, having to write a letter of support for a structure that doesn't quite meet the building code and was erected prior to proper approval.

Separate leases will mean MOC is no longer liable for the facilities and failures of M&DHS.

To enable this to happen, there must be complete separation, including consideration and action of:

- Relocation of power pole to MOC lease area and separation of power facility – an unknown cost.
- Separate Water meters
- New entrance to M&DHS lease – no common area
- Fencing to clearly define lease areas for insurance/public liability cover.

The Scout Hall must be included in Milang Oval Committee lease area. It was built by the Milang community, with donated materials and skills for the Milang youth. It should **not be** included in the M&DHS lease area. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community, to the exclusion of all others, does not sit well.

**Do you have any other comments on this proposal?**

When making the decision to have one lease or two, the interests of ALL community groups must be considered. The effects of this decision must not be to the detriment of MRC, MCC, MFC, all of whom committed to the original lease term of 7 years plus 7, plus 7. Along with M&DHS.

From Alexandrina Council Website: ***This model* (one lease) *is used often across community sporting and recreational grounds.***

If separate leases are granted the Scout Hall, which was built by the Milang community, with donated materials and skills for the Milang youth, should remain under the care and control the MOC and included in that lease area as per MOC minutes. To have one group alone, benefit from the combined efforts, foresight and generosity of the Milang community to the exclusion of all others, does not sit well.

Separate lease requires separate entrance. No common area to be included in plans

MOC is used by groups with diverse interests. It is important the interests of any one group do not impinge upon the interests of the other member groups, hence, a management committee. The members of the committee, although representing their Clubs, make decisions which are best for Milang Oval. This has worked well and, as described by M&DHS and an Alexandrina Council councilor, has enabled M&DHS to go ahead in leaps and bounds.

Communication between groups when the facility is hired is so important. We do not want another situation where we had 3 years notice of a huge event being held on the oval and M&DHS chose to have an event the same weekend! We don't want an embarrassing situation where the hirer is charged to enter the facility it has hired or conversely, the hirer has a gate charge and people going to another event at the oval, don't expect to pay!

If separate leases are granted, the situation may become untenable requiring a complete separation of facilities and lease areas, costing ratepayers huge $. At this time, these costs have not been accounted for and until a decision is made, MOC and M&DHS do not know. Alexandrina Council needs to do full costings before a decision is made.

The interests of ALL community groups must be considered when making this decision. The effects must not be to the detriment of MRC, MCC, MFC, all of whom committed to the original lease term of 7 years plus 7, plus 7. …….along with M&DHS.

## Discussion

What is to be gained by having separate leases?
Nothing

Concern that the lines between M&DHS and Machinery Club are blurred – they should be clear These two groups are not one and the same..
Machinery Club hires the oval for the weekend – at very reduced cost. To enable this event to occur , MCC has matches, scheduled for that weekend, relocated.

What discussions/issues had been discussed at MOC meetings?
No issues which could not be amicably resolved. Members of the committee thought all was going well and had supported all of M&DHS projects.

- It became very apparent what was being said at M&DHS was not being brought to MOC meetings and vice versa.
- MOC member to M&DHS member - "I don't know where you are getting your information but all I can say is, you are being misinformed."

In MOC deputation to AC in July 2023, it was stated the MOC has missed something and clearly needs to work harder communicating with M&DHS.
It has become apparent there is a breakdown in communication back to M&DHS as the information members are getting is coming from within and not their Oval representatives, This also is happening in reverse and M&DHS is not informing their reps when attending MOC meetings. THIS IS ONE OF THE MAIN REASON THE MOC LEASE WAS SET UP in 2016…….

The Scout Hall – very impassioned discussion. Built by the Milang community with donated materials and skills and belongs to the Milang Community. Should separate leases be granted it should stay on MOC lease. Clearly stated the building could be used by negotiation, as it is no good leaving a building empty.

Councilors have been fed a lot of information by M&DHS and have then been perceived to have been dismissive of MOC – situation and historical facts.
Representatives of Milang Red Cross, MCC and MFC all work full time and as such, do not have the opportunity to bombard Councilors with information.

Time consuming for MOC members. M&DHS has mislead councilors and the community by circulating a petition which led people to believe M&DHS didn't have a lease at all.

How will any costs be paid for?
• WHAT WILL THE COST BE TO RATE PAYERS Alexandrina Council would be paying for the separate lease changes and if it costs $100000.00 dollars so be it, Funds would be redirected from other planned projects. Milang may have to miss out on a footpath etc

COST TO RATE PAYERS and cost from before where there is still 14years left to run.

Acknowledged improvements to Scout hall, by M&DHS. We should not negate the contribution of past community.

From the Council meeting of 22/1/2024,

Councilor Scott said – we need to "preserve the past and secure the future." So, let's preserve the history and contribution of the Milang Community to the Scout Hall and secure it for future generations of the same Milang community.

M&DHS is not “subservient” to MOC. It has consistent and equal representation on a management committee which has supported EVERY project submitted.

This decision to apply for separate leases by M&DHS is borne of PAST issues and personalities.
The members of Milang Red Cross, Milang Cricket Club and Milang Football Club and the representatives of M&DHS have moved on and embraced the very system implemented by Alexandrina Council in 2016 to overcome past issues.
M&DHS has not.

To be working behind the scenes for such a long time and NEVER bringing an issue to MOC is more in indictment on M&DHS than Milang Oval Committee.

- M&DHS already have a club room at the Chapel in Milang- why aren’t they using it? M&DHS were given a grant towards that building in 1990’s (how come its only used for storage and HOW many buildings do M&DHS want)!

- Councilors need to be aware that the Power Rally that is referred to as being an amazing event, is in fact Milang Machinery Club event not M&DHS event!

Members in the community do not want the Scout Hall to belong to a group but want it to stay with the oval as other youth groups in the community may like to be able to use it in the future! ( MOC and Milang Machinery Club.)

- Boundary and fenced area if separate lease is granted and then what is stopping other Organisations from applying for a separate lease.

- Council should be representing all organisations in its council area and not favouring one. AC should not have allowed it to get to this point ( Breached Lease agreement) as MOC was only following protocols and Head Lease agreement.

**Other issues brought to the discussion but not expanded upon**

- Men’s shed not being used in over 2 years due to the storage etc of M&DHS items! Why not????? Many people want this up and running again as it was a wonderful program in the community

- Disrepair and up-keep to the Scout hall inside and out when money has been gifted to the M&DHS! From pasted loved ones in the community, Veranda has not been taken down since JAN 2023!!!

- New Ramp and Sign on shed behind Scout hall was not approved and just appeared!

- The community raised/ expressed their concerns regarding the mess around the M&DHS buildings and lease area and pointed out how tidy the other groups have their areas.

Issues to be addressed.

- MOC has approved an extension of the Scout Hall. This project has not been done despite substantial donations from members.
- The entrance is badly maintained and exhibits are overgrown. A separate entrance is required.
- The illegal, non-compliant ‘extension’ to Scout Hall verandah which has been deliberately left up even though it was stated it must be removed within a week of the rally finishing, is another example of the M&DHS doing as it pleases not following the rules.
- Area littered with ‘implements’, ‘projects’ and hazards - an insurance nightmare.
- Flagpole in disrepair,
- Removal of historical plaque. Surely, this is of historical significance!

- Time consuming for MOC members M&DHS not telling truth to councilors and the false petition that was signed. Letting people believe they didn’t have a lease at all.

**Respondent No:** 34
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 20, 2024 21:41:53 pm
**Last Seen:** Mar 20, 2024 21:41:53 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang and District Historical Society member

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** Yes

Q6. **Why?**

Having 2 separate leases will give the Historical society more scope in gaining future grants for projects and events without waiting for oval committee permissions which can take months to reply to and have direct communication with council on matters as they arise to the communities benefit .

Q7. **Why not?**

not answered

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** Yes

Q9. **Why?**

The historical society does not interfere in anyway on Milang Oval events and is focused not only preserving the history of Milang but also on promoting events at Milang to bring tourists and visitors to our region . The proposed lease area can only enhance these goals .

Q10. **Why not?**

not answered

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** Yes

Q12. **Why?**

The area designated under the proposal has been under the historical society's care for quite a number of years and have to date improved and built a reputable museum site as well as bringing events to the area , the ex scout hall now used as clubrooms by not only the historical society , Milang Vintage Machinery club , Chapter 30 Caterpillar and other clubs whom wish to use this much improved facility from its original state all carried out by volunteers . The new lease will ensure this still remains a community facility and simplify future growth of the museum area . The members of the historical society need assurance of the longevity of the work done by members over preceding years and the future of the historical items and history that has been so far preserved for future generations . This new lease will bring ideas to one on one with the council to ensure a future for the museum .

Q13. **Why not?**

not answered

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | not answered |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 35
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 08:44:21 am
**Last Seen:** Mar 21, 2024 08:44:21 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval user

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

As i understand that back in 2016 the council endorsed 21 year lease to be renewed every 7 years and to have the Milang Oval Inc. to manage the complex and if you start giving separate leases and if next time more want to follow it would become a nightmare when differant events are on at the complex ( if it aint broke dont - - - - )

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

The Scout hall must be part of the oval complex and should not be part of the M&DHS as it is for the whole community not just one organisation and if it goes through and the M&DHS get their way they will be the only ones able to use it and i hope i am correct here but [redacted] who runs the Milang youth who are operating out of a tin shed it would be a perfect place for them to use for meetings as ever one else

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

You just have to go for a walk around their area at the moment ??????

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Has anyone done costings on what all this will cost if it goes ahead Fencing, separate entrance way , power, water, and can some please honestly tell me why the M&DHS wan me why me honestly why the M&DHS want to do this any way . Please have comensence |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 36
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 09:14:43 am
**Last Seen:** Mar 21, 2024 09:14:43 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval Inc member

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 37
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 09:17:45 am
**Last Seen:** Mar 21, 2024 09:17:45 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Other

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

n 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 seperate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 38
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 09:21:07 am
**Last Seen:** Mar 21, 2024 09:21:07 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 seperate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being accociated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 39
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 10:35:23 am
**Last Seen:** Mar 21, 2024 10:35:23 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval user

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 seperate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 40
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 10:39:00 am
**Last Seen:** Mar 21, 2024 10:39:00 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 41
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 10:49:55 am
**Last Seen:** Mar 21, 2024 10:49:55 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval user

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

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| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being accociated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 42
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 11:02:19 am
**Last Seen:** Mar 21, 2024 11:02:19 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

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Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

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| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 43
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 11:05:50 am
**Last Seen:** Mar 21, 2024 11:05:50 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Milang Oval user

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

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Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being accociated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 44
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 11:11:45 am
**Last Seen:** Mar 21, 2024 11:11:45 am
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Ratepayer

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being associated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

**Respondent No:** 45
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 15:29:21 pm
**Last Seen:** Mar 21, 2024 15:29:21 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Resident

Q2. **Do you live in Milang?** Yes

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease and MUST remain on the MOC Lease. It has made many long standing locals who helped build this building very upset that it could be taken away from the community and the youth of the town too benefit ONE group. Separate lease separate entrance. NO common area to be included on the lease. How much will this cost?

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

In 2016 The council approved a 21 year lease for all groups on the oval with MOC to manage the Oval complex for the community. The leases are renewed every 7 years for all groups at the oval and is standard use for community sporting grounds. This has obviously worked well for the past 7 years and does not need to be changed. It would be to the detriment of all concerned to have it changed into 2 leases. The oval is used by groups with diverse uses. Its important that any one group does not impinge on the interests of other groups hence the need for the MOC. Communications between the groups when hiring the facility is very important, we do not want a situation where the grounds were hired with 3yrs notice of an event at the oval and the M&DHS chose to hold an event on the same weekend without notifying the MOC. The unnecessary cost to rate payers for fencing, water, power, separate entrance plus the cost of a new lease being drawn up. How much will this cost? The MOC HAS SUPPORTED EVRY PROJECT SUBMITTED BY THE M&DHS.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

The Scout Hall was built by the community for the community, all materials for it were donated by the community for the youth of Milang. It should NOT be included in the M&DHS Lease. One group should not benefit from the generosity of the Milang Community at the exclusion of all others. It is unfair to those who gave their time and money to build it for the community. Separate lease requires a Separate Entrance NO common area to be included in the plans. Cost to ratepayers, Water, fencing, sperate entrance, relocation of power pole as it would be on the M&DHS lease history has shown M&DHS cannot be relied upon. You cannot have the power for all groups being on one lease opening groups up to being compromised because of the location of the pole and meter boxes. What is the cost and logistics of moving this? We do not know all the costs. If the M&DHS does have common ground there are concerns over the entrance that is over grown and badly maintained being worse. The illegal, non compliant extension to the Scout hall that has been left up since Jan 24 that was suppose to be taken down after the power rally still being up is and insurance nightmare. M&DHA area is littered with implements, projects and hazards, Flagpole is in disrepair. Removal of the Scout all plaque by the M&DHS. M&DHS has a history of ignoring MOC and Alexandrina Protocols and requests. It has been written in the MOC minutes that the scout hall be custodians of the building. If 2 separate leases are granted the area MUST BE FENCED for liability and insurance purposes.

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | I support 2 separate leases as I believe the situation has become untenable and I don't believe the three community groups, MRC, MCC and MFC groups will benefit in any was from being accociated with the M&DHS. |
| Q15. **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 46 | **Responded At:** | Mar 21, 2024 16:04:40 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 21, 2024 16:04:40 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Resident |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

Because all 3 groups will be supported, MRC, MCC, MFC

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

cost to rate payers, exclusion of other groups, cost of fencing, seperate enterance who is paying for that????

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

Because it is going to cost more the rate payer and we pay enough !!!!

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | The other commities mentioned above will not benefit at all |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 47
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 18:00:22 pm
**Last Seen:** Mar 21, 2024 18:00:22 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Business Owner |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |

Q6. **Why?**

not answered

Q7. **Why not?**

The current arrangement is a fare system where all groups are represented equally over the oval complex as a whole. I don't see how 2 separate leases would benefit any group. The cost involved to have new leases written would out weigh any benefit.

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

Power supply to the Oval is not located in the lease area, this would need to be in common land or relocated. Scout hall is not included in the lease area.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

The scout hall does not belong to 1 group and should not be included in this lease area.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | The shared entrance would not work, how would you control access if 2 events were being held on the same day by the separate lease holders. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 48 | **Responded At:** | Mar 21, 2024 19:30:04 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 21, 2024 19:30:04 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval Inc member |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |

Q7. **Why not?**

* In 2016 Alexandrina Council endorsed a 21 year lease with the Milang Oval Inc. to manage the Milang Oval Complex for the Community. There is still 14 years remaining on the current leases at the Milang Oval for the 4 groups. At the 7 year mark all Oval Committee member voted UNANIMOUSLY to continue on with the next 7 year term. ( the M&DHS has 3 representatives on Oval Committee at that time). These leases where set up to stop one group having more say or authority over another, as each group must have 2 representatives to sit on the oval committee. - Separate leases had not worked previously under SEPARATE LEASE arrangements. - Alexandrina Council uses the current lease model across other Sporting and recreational grounds in its area/ community. I have been a representative since the committee was formed for the current 21 year lease agreements, this included the negotiations prior to leases being signed between the Milang Oval Inc. and Alexandrina Council. - Council Representatives that we worked with during this time where; Mayor Keith Parkes, Simon Grenfell, Katherine Stanley Murray, Rod Potter and Lisa Hoyle. During the time of negotiations not one of these representatives mentioned we where negotiating a separate lease. [redacted] Up to this point the Oval committee and all its representatives from all group have been working seamlessly together and the committee has FULLY SUPPORTED all projects from all groups presented to the committee. At no point has there been any disagreement or argument at Committee level. - The views of the M&DHS representatives don't reflect the views of their President in voting or what's been tabled at Oval Meetings. - Council should not of allowed it to get to this point! Oval committee was only following Head lease agreement. (Current Council representatives have been feed incorrect information regarding these leases and seem to be favoring [redacted] personal agenda and not the views of his group representatives.) - Current councilor's need to know the correct facts from all groups utilizing the Oval Complex before making decisions. - No one group can be favored more then another as all groups should be Council priority and all sharing the same common land. - COST and to who? As this has not been factored in yet and for what benefit, if any to any group will this have? - What's stopping other groups at oval then applying for separate lease. This is why Alexandrina Council put this lease into practice to stop this problem!!!!!!!! ( Now you want to go back to the old system it doesn't make sense). - If separate lease, there will need to be separate fence and entrance to new leased areas. - No common area between lease areas should exist. - Relocation of power and water supply will need to take place as it falls on the proposed M&DHS lease area. - Issues with insurance liabilities and boundaries. - History shows and tells us that separate leases didn't work out in the past!!!! - Separate driveway/ entrance will be needed. ( How would access be controlled/ managed if two events are held at the same time by 2 separate lease holders. - Currently this and all other issues are managed at Oval Committee meetings with representatives present from all groups. This includes events bookings all current and upcoming projects, house keeping and maintenance, use and cleaning of facilities etc. ( if one group is separate from the rest, how will we know what's going on)??????

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

* The Scout Hall Building has been built in the Community, by the Milang Scout Group for its Youth. Its intensions are not for anyone group/organisation use. When Milang Scouts folded the building was left to the Milang Oval to be the care takers. Who knows in the future Scouts or another Youth time group may want to start back up in the future. - Other groups use this building regularly and if it goes to one group to use as their own then its not being utilized correctly. - Why should other groups be discriminate against. - It should not becomes a single group asset.( Refer to Milang Oval Inc. minute). - The M&DHS have not maintained the building as per lease agreement. - By leaving Scout Hall with the Milang Oval it continues to be used for the community as the Scouts had intended when it was handed over to the Milang Oval many years ago. - This should not be up to one organisation claiming it as their own. - In the 1990's Milang & Historical Society was granted the Chapel in Chapel St Milang as their meeting/ clubrooms. - M&DHS has been donated money by local families to be used to maintain, repair or extend the Scout Hall over the years and it has not been used. Milang Oval Committee has always supported all requests approval including the Scout Hall and it has not been completed. - M&DHS try to remove the Scout Hall plaque from the building. How is this preserving history. - The Milang Lakeside Men's Shed hasn't been in operation for over 2 years, due to the M&DHS storing items in there. This building should be utilized as the Lakeside Men's Shed as its intended for. If not M&DHS could use the whole of that building or its Chapel Street Site instead of the Scout Hall. This would free up the Scout Hall to be used by the Oval Committee and community. - This Building should not be up for negotiation in a separate lease decision.

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|---|---|
| Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |

Q12. **Why?**

not answered

Q13. **Why not?**

- NO Scout Hall and Power Pole should not be included in their area. - No one group should be given separate lease over another. - No one group should benefit over another. * The Scout Hall Building has been built in the Community, by the Milang Scout Group for its Youth. Its intensions are not for anyone group/organisation use. When Milang Scouts folded the building was left to the Milang Oval to be the care takers. - Other groups use this building regularly and if it goes to one group to use as their own then its not being utilized correctly. - Why should other groups be discriminate against. - It should not becomes a single group asset.( Refer to Milang Oval Inc. minute). - The M&DHS have not maintained the building as per lease agreement. - By leaving Scout Hall with the Milang Oval it continues to be used for the community as the Scouts had intended when it was handed over to the Milang Oval many years ago. - This should not be up to one organisation claiming it as their own. - In the 1990's Milang & Historical Society was granted the Chapel in Chapel St Milang as their meeting/ clubrooms. - M&DHS has been donated money by local families to be used to maintain, repair or extend the Scout Hall over the years and it has not been used. Milang Oval Committee has always supported all requests approval including the Scout Hall and it has not been completed. - M&DHS try to remove the Scout Hall plaque from the building. How is this preserving history. - M&DHS argument has changed several time throughout this process. The current argument for change is more about the Scout hall ownership then funding and security of lease area

| | |
|---|---|
| Q14. **Do you have any other comments on this proposal?** | As a Oval Committee member, I have invested hundreds of hours of my time on the Oval committee. I feel all the facts regarding this matter have not been equally represented. It seems like most Councilor's are supporting [redacted] personal agenda! |
| Q15. **Would you like to upload your submission?** | not answered |

| | | | |
|---|---|---|---|
| **Respondent No:** | 49 | **Responded At:** | Mar 21, 2024 21:15:32 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 21, 2024 21:15:32 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Other |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

It allows the Milang and District Historical Society direct access to council for approvals or issues with their allocated area.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

It is the area and facilities that they currently utilize

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

It is the area and facilities they currently utilize and it gives them security of tenure without going through an additional organization. It gives the Historical Society the same access to Council that the oval committee currently have.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | The area the Historical Society utilizes provides a different community function to the oval area. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 50
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 21, 2024 22:47:27 pm
**Last Seen:** Mar 21, 2024 22:47:27 pm
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Alexandrina Ratepayer |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | No |
| Q6. | **Why?** | not answered |
| Q7. | **Why not?** | I think its a waste of time and tax payers money especially when you need to move taps and separate electricity etc the toilet is communal between all of the parties. Why change something thats not broken. |
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |
| Q9. | **Why?** | not answered |
| Q10. | **Why not?** | I think its a waste of time and tax payers money especially when you need to move taps and separate electricity etc the toilet is communal between all of the parties. Why change something thats not broken. |
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | No |
| Q12. | **Why?** | not answered |
| Q13. | **Why not?** | I think its a waste of time and tax payers money especially when you need to move taps and separate electricity etc the toilet is communal between all of the parties. Why change something thats not broken. |
| Q14. | **Do you have any other comments on this proposal?** | not answered |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 51
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 22, 2024 09:03:02 am
**Last Seen:** Mar 22, 2024 09:03:02 am
**IP Address:** n/a

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Visitor |
| Q2. | **Do you live in Milang?** | No |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

The Milang Oval Inc and Historical Society each have particular interests in terms of purpose and occupied property and excepting the Yesterday Rally in January of each year, have no interest in the oval and its management. It is anticipated that the Society can enter into an appropriate agreement with Milang Oval Inc to use the whole or part thereof of the grounds for this particular and well patronised annual event, considering what it brings to the town of Milang.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | Yes |

Q9. **Why?**

not answered

Q10. **Why not?**

not answered

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

As above answer for Q5 and unlocks any concerns about each other's activities and how they manage each Lease Area.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | As above. I fully support the interests of the Historic Society and think it is in the best interests of all entities going forward. I have attended the rally numerous times and our club has had a specially organised visit and tour of the facility. |

Q15. **Would you like to upload your submission?** not answered

| | | | |
|---|---|---|---|
| **Respondent No:** | 52 | **Responded At:** | Mar 22, 2024 16:39:42 pm |
| **Login:** | Anonymous | **Last Seen:** | Mar 22, 2024 16:39:42 pm |
| **Email:** | n/a | **IP Address:** | n/a |

| | | |
|---|---|---|
| Q1. | **Which statement best describes you?** | Milang Oval user |
| Q2. | **Do you live in Milang?** | Yes |
| Q3. | **Full Name** | |
| Q4. | **Email address** | |
| Q5. | **Do you support two (2) separate leases being issued for the Milang Oval Complex?** | Yes |

Q6. **Why?**

I feel there has been bullying by the current person leasing to the oval, and the Historical Society need to have their say, and be heard with their part of the lease of the real estate.

Q7. **Why not?**

not answered

| | | |
|---|---|---|
| Q8. | **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** | No |

Q9. **Why?**

not answered

Q10. **Why not?**

The toilets needs to be seen and used for common space. Parking need to be utilised by both bodies.

| | | |
|---|---|---|
| Q11. | **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** | Yes |

Q12. **Why?**

The property needs to be equally utilised by all bodies. It needs to be fare and equal to all.

Q13. **Why not?**

not answered

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | I think we need to respect the meaning of COMMUNITY. How this encompasses all in our town, of all ages, ability and interests. The oval belongs to all rate payers, and should be utilised by the majority NOT the minority. |
| Q15. | **Would you like to upload your submission?** | not answered |

**Respondent No:** 53
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 22, 2024 16:42:40 pm
**Last Seen:** Mar 22, 2024 16:42:40 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Business Owner

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

This matter was already taken to community consultation in 2016 and the public agreed to have the 21 year lease agreement that is in place and it was best system for all groups involved. The Oval Committee groups (MCC, MFC, M&DHS and Milang Red Cross) still have 14 years left to run on their leases. The M&DHS Oval representatives never mention or brought up that they would like to sign a separate lease at the 7 year mark. I now know that they are not informed by the M&DHS President [redacted] who had contacted Alexandrina Council behind their backs and did not follow correct protocols. I also believe Alexandrina Council is in breach of its Head Lease agreement with Milang Oval Inc.

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

- I have been on the Oval Committee from the start of the new lease agreements in 2016. President of M&DHS, [redacted] and President of Milang Football Club, [redacted] have not been allowed to be their groups representatives on the Oval Committee since the start. This is due to their individual disagreement and personal dislike for each other. This is why the Milang Oval Inc. was set up, this allows all groups involved to have equal say and no group is favored more then another. - If you allow separate leases again you will open a tin of worms and revert back to old ways. History has told us it hasn't worked in the past, so why would you go back.( What's stopping other groups from then applying for a separate lease). - Scout Hall belongs to the Milang Oval Inc. to look after and be used for the Community, ( see Oval Minutes) it should not belong to any one group or for anyone's personal agenda. MOC is a diverse group with no bias towards anyone individual or group. The lease agreements that are set up in place are the model in which AC use across all Sporting and Recreational Grounds throughout the community, why would you change it and go back to a system that hasn't worked in the past. - I feel a breach of lease agreement has taken place and that Alexandrina Council is favoring one group more then the others. - All groups should be equally a priority for AC and treated fairly. - All members of the Milang Oval Inc. which happens to have 3 representatives from M&DHS voted unanimously to stay with the current leases and to move forward with the remaining 14 years that are left to run. These same members did not know that [redacted] had approached AC separately. ( Behind their backs) - Misinformation and lies have been spread around town from the M&DHS President [redacted] regarding their lease agreement and Oval involvement. Also a false/ untrue petition was forced upon family and members of the public all for one mans personal agenda.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** — No

Q12. **Why?**

not answered

Q13. **Why not?**

- COST, COST, COST, COST and to who and for what BENIFIT!!!!!!!! - Scout Hall belongs to Oval. - M&DHS said their proposal is for security and better funding/ grant chances, WHAT DOES THAT HAVE TO DO WITH WHETHER A BUILDING IS INCLUDED OR NOT. ( I think they have lost sight at what they are fighting for and made it more about a personal agenda. - All projects from all groups have been fully supported by the Oval Committee, most have not started. - AC would need to separate lease area, new driveway/ entrance would need to take place and main Power Supply would need to be relocated as currently sits on M&DHS area. AC current Councilors need to be careful to not undo the previous Councilor's great work who set the current lease agreement that is in place up ( to stop the previous rot)..... I do not support this as a huge Ratepayers cost for no gain. * Councilor Maidment said at the Public meeting of facts held at the Milang Oval when asked, that the Alexandrina Council would be paying for the separate lease and if it cost $100'000.00 so be it! Milang may have to miss out on a footpath etc for a while. ( To me this is unnecessary cost to all parties and local rate payers). - What does Councilor Maidment know that we don't?????? has this separate lease already been decided as thought this was a question of concern as no one knows the cost or who is paying yet.

Q14. **Do you have any other comments on this proposal?** — All parties involved in the selection process should study previous lease & facts to understand what is at stake, It should of never of got to this point. The remainder of the 14 year leases for all 4groups needs to carried out and nothing should change.

Q15. **Would you like to upload your submission?** — not answered

**Respondent No:** 54
**Login:** Anonymous
**Email:** n/a

**Responded At:** Mar 22, 2024 16:58:11 pm
**Last Seen:** Mar 22, 2024 16:58:11 pm
**IP Address:** n/a

Q1. **Which statement best describes you?** Alexandrina Resident

Q2. **Do you live in Milang?** No

Q3. **Full Name**

Q4. **Email address**

Q5. **Do you support two (2) separate leases being issued for the Milang Oval Complex?** No

Q6. **Why?**

not answered

Q7. **Why not?**

It should stay the same as it is. It has worked well for the past 7 years and I've been involved in most of the groups at oval at the one time I have never seen any problems. Also the cost is a huge factor. Why waste time and money when Historical Society already have a 14 year lease left to go.

Q8. **Do you support the proposed draft lease and lease area for Milang Oval Incorporated?** No

Q9. **Why?**

not answered

Q10. **Why not?**

- The Scout Hall needs to be kept separate and belong to no one group. - With so many young people in Milang it would be great if it could be used for that in the future as a young person born here and now 19 years old my siblings and I had to travel for Youth group at Mount Barker.

Q11. **Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?** No

Q12. **Why?**

not answered

Q13. **Why not?**

Has got enough building at the Oval and also has the Chapel as their clubrooms in Milang they could use that. The Oval was granted ownership to be the care takers in the Minutes you should honour that and not give it to one group that wont share it and clearly hasn't in the past.

| | | |
|---|---|---|
| Q14. | **Do you have any other comments on this proposal?** | Please continue on with the remainder of the 14 year lease term and not waste anymore money. There is so many more projects/things in the community that ratepayers money could go to. |
| Q15. | **Would you like to upload your submission?** | not answered |

| | |
|---|---|
| **From:** | |
| **Sent:** | Thursday, 7 March 2024 1:31 PM |
| **To:** | Customer Contact - Information Management |
| **Cc:** | Margaret Gardner; Keith Parkes; Craig Maidment; Sue Miller; Christie Thornton; Milli.livingston@alexandrina.sa.gov; Peter Oliver; Lou Nicholson; Michael Scott . ASM OAM .; Bill Coomans |
| **Subject:** | E202439037 - 16.20.068 - Submission for The Milang & District Historical Association requesting separate lease to include Scout hall. |
| **Attachments:** | After many years of living in Milang and being heavily involved clubs and organisations.docx |

Security Notice: The attachments in this email were secured by a Check Point Gateway.
The original attachments were not modified.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached submission supporting The Milang & District Historical Association.

,

Strathalbyn SA 5255

lived in Milang for 72 years, for 48 years and recently locating to Strathalbyn.

**Submission in support of The Milang & District Society being given a separate lease, which includes the Scout Hall**

After many years of living in Milang and being heavily involved in numerous clubs and organisations, we are fully aware of many previous issues caused by certain members of the oval committee against The Milang Historical Society. The Council have in the past been required to adjudicate between the 2 parties when issues have arisen.

The Milang Historical Society have been given consent from the Milang Oval Committee when upgrading etc. the old Scout Hall. The Milang Historical Society have gone to a lot of expense to equip their buildings and surrounds with a security system (which the controls of are in the Scout Hall) along with other improvements. They now require the assuredness of using the Old Scout Hall in the years to come, as they continue to preserve the past history & heritage of Milang and surrounds by obtaining a separate lease which includes the Scout Hall.

Members of the Oval Committee are putting forward ideas for possibly needing the old Scout Hall as a youth centre. **There are no external working toilets** on the whole of the Oval complex.

The Youth group is currently using the former Runabout Clubrooms as their headquarters. Should their current building be taken away from them, there are several other suitable sites that could easily be used.

1. The Ace Space building attached to the MADCA headquarters at the Old School House.

2. The tennis clubrooms (centrally located in the town) which are no longer used. Public toilets are available in the adjoining Anzac Park along with beautifully maintained lawned areas for outside activities. The Milang Village meeting highlighted the possible future of the tennis courts being 2 to remain as tennis courts, while the others turned into a basketball court & a skating area.

3. The Old Cheese Factory also under the umbrella of MADCA.

4. The Institute supper room – seldom used. Table tennis tables are stored there.

The negativity by certain individuals on social media re this separate lease issue, is snowballing into an immense amount of untruths & hypertheticals.

We would ask that all Councillors look favourable on the Historical Society's request for a separate lease which includes the Scout Hall, to guarantee their future.

, Strathalbyn

Strathalbyn

# Milang Oval Leases

My Say Alexandrina

FM2024809 - 16.20.068
12 MAR 2024
Box: IM6M-2024*4 - Disposal: D

## Survey – Milang Oval Leases

Which statement best describes you?

(Choose any one option) (Required)

- [x] Alexandrina Resident
- [x] Alexandrina Ratepayer
- [ ] Alexandrina Business Owner
- [ ] Visitor
- [ ] Milang Oval Inc member
- [ ] Milang and District Historical Society member
- [x] Milang Oval user
- [ ] Other

Do you live in Milang?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Full Name

(Required)

Note: * Please note: Personal information (name and email) will be excluded from any publicly available documents including Council agenda attachments.

Emaill address

(Required)

@adam.com.au.

Do you support two (2) separate leases being issued for the Milang Oval Complex?

Management
- 6 MAR 2024

(Choose any one option) (Required)

- [ ] Yes
- [x] No

I find it odd that [redacted] was not at the meeting in Milang to put her views.

I am also disappointed that our councilor and the mayor did not come. The only person on the council who showed any interest was Craig Maidment.

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen Yes for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why?

(Required)

Answer this question only if you have chosen No for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why not?

(Required)

unnecessary. I have great concerns about the proliferation of more rubbish 2x mattresses, wood. old bits of metal. Shade cloth draped over poles. It would appear that the mens shed has been taken over by the historical Soc.

Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

(Choose any one option) (Required)

- [ ] Yes
- [ ] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why?

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why not?

(Required)

I am in favour of keeping the oval in its entirety, not broken up. It is for all the community and will best be served by one main lease and sub leases. It is better for everybody to work together.

Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

(Choose any one option) (Required)

- [ ] Yes
- [x] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why?

cost of moving power pole - Fencing

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why not?

(Required)

Do you have any other comments on this proposal?

keep it as it is, a community asset

Note: Answer this question if it applies

Would you like to upload your submission?

L20241653 - 16.20.068
13 MAR 2024
Box: IM6M-2024*5 - Disposal: D

7-3-2024

To the Chief Executive Officer

As a former employee of the Strathalbyn Council and Overseer
Of the Strathalbyn Works Depot for 38 years I am familiar with
All areas including Milang and its Oval arrangement and
Management, I would like to express my concern over
Having two leases as a I visualise problems ahead.

My view is Council should be in full control of the Oval and
Its surrounding areas, the same as Council controls Cemetries
And there are no personal discrepsencies there, but there
Will be if two leases are allowed.

Yours Sincerely

[redacted]

13 MAR 2024

L20241678 - 16.20.068
15 MAR 2024
Box: IM6M-2024*5 - Disposal: D

(1)

Strathalbyn
5255

Information Management
15 MAR 2024

Re Draft Community Lease Milang oval

To C.E.O.

Dear Sir,

Writing in support a lease sort between Alexandria Council & Milang Historical Society Inc. sitiuated milang oval. Oval is council owened not the Milang Football Club, this means its there for the community of the destric & its people.

As the old Scout rooms has been used for over twenty years for monthly meeting it has been maintain & improved by the M.D.H. Society They raise funds for the meeting hall & for anyone who uses the premisses. This to me is seen to be doing the right thing by supporting their club and the Milang Wood Shead.

In the bigger picture there is an inherdence waiting for them it they (the HD.HS) can sucre they own lease with Alexandrea Council

This Clecb has served the area for the greater good for all the rate payors not for their own gain that is the greater good

Im a resident of Strathalbyn and can see two or more leases would bee a great help Keeping the area clean & tidy is their priorly.

The annual Vintage machinery & tractor put held in January draws a hugh crowd to the oval this has been well received for twenty years helping other clubs rais funds along with this it reports local businesses. Pleas don't let just let one leasors hold the monopoly over your oval

Its time to change for the better and greater number this would be the best outcome

Thanking you

Yours Faithfully

[redacted]

# Milang Oval Leases

My Say Alexandrina

FM2024887 - 16.20.068
18 MAR 2024
Box: IM6M-2024*5 - Disposal: D

## Survey – Milang Oval Leases

Which statement best describes you?

(Choose any one option) (Required)

- [x] Alexandrina Resident
- [x] Alexandrina Ratepayer
- [ ] Alexandrina Business Owner
- [ ] Visitor
- [ ] Milang Oval Inc member
- [ ] Milang and District Historical Society member
- [x] Milang Oval user
- [ ] Other

Do you live in Milang?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Full Name

(Required)

Note: * Please note: Personal information (name and email) will be excluded from any publicly available documents including Council agenda attachments.

Email address

(Required)

@gmail.com

Do you support two (2) separate leases being issued for the Milang Oval Complex?

(Choose any one option) (Required)

- [ ] Yes
- [x] No

Information Management
18 MAR 2024

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen Yes for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why?

(Required)

Answer this question only if you have chosen No for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why not?

(Required)

unnecessary, complicated, exspensive a comunity asset. Fund raised and built by local residents

Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why?

The draft has worked since inception

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why not?

(Required)

Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

(Choose any one option) (Required)

- [ ] Yes
- [x] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why?

A huge area for Historical Society to spread their clutter, ie mattresses, wood, metal, and general rubbish

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why not?

(Required)

Do you have any other comments on this proposal?

Fencing, moving of water + electricity points and duplicated entrances will cost the rate payers dearly.

Note: Answer this question if it applies

Would you like to upload your submission?

L20241735 - 16.20.068
20 MAR 2024
Box: IM6M-2024*5 - Disposal: D

[redacted]

Strathalbyn SA 5255
18th March 2024

Alexandrina Council
Community Engagement.
Chief Executive Officer
PO Box 21
Goolwa SA 5214

Information Management
20 MAR
Information Management
20 MAR

Dear Sir

Re: Draft Community Leases
Two Leases for Milang Oval.

I am a financial member of the following organisations.

1. Adelaide Hills Motor Restorers Club Inc.
2. Dry Stone Wall Association of Australia.
3. Gilbert's Motor Museum Volunteer
4. Gilbert's Motor Museum Glen Disc OAM Library Librarian
5. Milang & District Historical Society Inc.
6. Milang Vintage Machinery Club Inc.
7. Strathalbyn Auto Collectors Club Inc.

I support the Milang & District Historical Society Inc having their own lease.

The society have established a wonderful museum with the painting of the mural Shearing the Sheep mural supported by council.

The lease was considered seven years ago. Having its own lease makes it much easier to apply for grants.

They a good people in the Historical Society.

Council please give it serious consideration.

Sincerely.

# Milang Oval Leases

My Say Alexandrina

FM2024950 - 16.20.068
22 MAR 2024
Box: IM6M-2024*5 - Disposal: D

## Survey – Milang Oval Leases

Which statement best describes you?

(Choose any one option) (Required)

- [ ] Alexandrina Resident
- [x] Alexandrina Ratepayer
- [ ] Alexandrina Business Owner
- [ ] Visitor
- [ ] Milang Oval Inc member
- [ ] Milang and District Historical Society member
- [ ] Milang Oval user
- [ ] Other

Do you live in Milang?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Full Name

(Required)

Note: * Please note: Personal information (name and email) will be excluded from any publicly available documents including Council agenda attachments.

Email address

(Required)

@.gmail.com.

Do you support two (2) separate leases being issued for the Milang Oval Complex?

(Choose any one option) (Required)

- [ ] Yes
- [x] No

Information Management

22 MAR 2024

## Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen Yes for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why?

(Required)

Answer this question only if you have chosen No for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why not?

(Required)

NO need for seperate lease as there is all ready a 21yr lease in Place & the system works as in all councils that use this system.

Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why?

The draft system of the Milang Oval Incorporated has been working since it was implemented in 2016 with no Problems - why change

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why not?

(Required)

Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

(Choose any one option) (Required)

- ☐ Yes
- ☒ No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why?

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why not?

(Required)

(2)

1) There is a you can see Problems with maintaining the area in Question.
2) There is no information in records of their future Plans.
3) Scout hall belongs to the Milang Community - not one group & is in bad state of repair.
4) Cost of changes unknown.

Do you have any other comments on this proposal?

(4)

It seems that it is i certain Person Pushing for this change and all information given out is not all correct as Per Argus & local Paper.

Note: Answer this question if it applies

Would you like to upload your submission?

**From:** >
**Sent:** Wednesday, 20 March 2024 2:11 PM
**To:** Customer Contact - Information Management
**Subject:** E202443931 - 16.20.068 - Milang Oval Lease
**Attachments:** .docx

**Categories:** IM Support registering

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The original attachments were not modified.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please ensure that the attached letter is included in the public consultation for the proposed new lease between the council and the Milang and Districts Historical Society .
Regards

,
Milang, 5256

To the CEO Alexandrina Council
11 Cadell Street ,
Goolwa,5214

I write in support of the proposed new lease for the Milang and Districts Historical Society over the areas of the Milang Oval Complex used by them . The Society and associated groups have substantial activity and infrastructure on these areas and need security of tenure and ability to operate without unnecessary complications. The existing sublease with the Oval Committee just creates another layer of administration creating delays and limitations in the decision making process . The activities and infrastructure of the Society do not impact on the operation of the oval except for the annual rally which has a separate arrangement for the use of the oval .
Regards

**From:**
**Sent:** Monday, 18 March 2024 9:20 AM
**To:** Customer Contact - Information Management
**Subject:** E202443904 - 16.20.068 - Proposed Lease of part of Milang Oval complex to Milang and Districts Historical Society

**Categories:** IM Support registering

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Dear Alexandrina Council,

I am writing on behalf of the volunteer group, Friends of Nurragi, to support the application by the Milang and Districts Historical Society to establish a direct lease with Council over that area of the Milang Oval used and managed by the Historical Society.

By way of introduction, the Friends of Nurragi group comprises mainly local volunteers who look after the Nurragi Conservation Reserve between Milang and Sandergrove. The Reserve was established in 1991 and its core is the former Milang to Sandergrove railway corridor. Reflecting this historical link, the Friends of Nurragi have been working closely with the Milang and Districts Historical Society for many years in order to combine the conservation of the Reserve's native vegetation and the preservation of items of historical interest.

The Friends of Nurragi have greatly appreciated the collaboration with the Milang and Districts Historical Society. The Historical Society has been very professional and supportive. As examples of this, the Society provided – at short notice – a venue at its Museum for the 30th anniversary celebration of the Friends of Nurragi in 2021 when the weather was too inclement for the planned outdoor event. More recently, the Historical Society allowed the Friends group to use the Society's clubroom at the Milang Oval for a Special General Meeting. Society members have expressed support for the Friends of Nurragi to use this venue for future meetings, subject to endorsement by the Society's management committee.

In conclusion, the Friends of Nurragi believe that the Milang and Districts Historical Society has a long-standing record of achievement and of supporting its local community and we strongly support the Society's application to establish a direct lease with Council. We would be happy to provide additional comment if needed.

Yours sincerely,

Secretary, Friends of Nurragi
18 March 2024.

# Milang Oval Leases

My Say Alexandrina

FM2024961 - 16.20.068
26 MAR 2024
Box: IM6M-2024*6 - Disposal: D




## Survey – Milang Oval Leases

Which statement best describes you?

(Choose any one option) (Required)

- [ ] Alexandrina Resident
- [ ] Alexandrina Ratepayer
- [ ] Alexandrina Business Owner
- [ ] Visitor
- [x] Milang Oval Inc member
- [ ] Milang and District Historical Society member
- [ ] Milang Oval user
- [ ] Other

Do you live in Milang?

(Choose any one option) (Required)

- [x] Yes
- [ ] No

Full Name

(Required)

Note: * Please note: Personal information (name and email) will be excluded from any publicly available documents including Council agenda attachments.

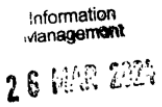
Email address

(Required)

Do you support two (2) separate leases being issued for the Milang Oval Complex?

(Choose any one option) (Required)

- [ ] Yes
- [x] No



# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen Yes for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why?

(Required)

Answer this question only if you have chosen No for Do you support two (2) separate leases being issued for the Milang Oval Complex?

Why not?

(Required)

CURRENTLY, ALL THE AREA AND FACILITIES SITUATED IN THE MILANG OVAL COMPLEX CAN BE USED BY ALL GROUPS FOR INDIVIDUAL OR SHARED FUNCTIONS.

Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

(Choose any one option) (Required)

- [ ] Yes
- [x] No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why?

# Milang Oval Leases

My Say Alexandrina

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang Oval Incorporated?

Why not?

(Required)

SPLITTING UP THE CURRENT OVAL LEASE AREA WILL NOT BE BENEFICIAL TO THE MILANG COMMUNITY!

Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

(Choose any one option) (Required)

- ☐ Yes
- ☒ No

Answer this question only if you have chosen Yes for Do you support the proposed draft lease and lease area for Miiang and District Historical Society Incorporated?

Why?

Answer this question only if you have chosen No for Do you support the proposed draft lease and lease area for Milang and District Historical Society Incorporated?

Why not?

(Required)

ALL GROUPS OLD AND NEW NEED TO WORK TOGETHER FOR THE BENEFIT OF ALL!

Do you have any other comments on this proposal?

Note: Answer this question if it applies

Would you like to upload your submission?

## Attachment 3 - Option A proposed lease boundary areas

### Lease boundaries - Option A

**Includes the Old Scout Hall in the Milang and District Historical Society lease area.**




**Milang Oval Inc. proposed lease area outlined in red.**

**Milang and District Historical Society proposed lease area outlined in green.**

**Common entrance outlined in blue.**

## Attachment 4 - Option B proposed lease boundary areas

### Lease boundaries - Option B

**Includes the Old Scout Hall in the Milang Oval Incorporated lease area.**




**Milang Oval Inc. proposed lease area outlined in red.**

**Milang and District Historical Society proposed lease area outlined in green.**

**Common entrance outlined in blue.**

# Community Lease - Ground

**Portion of Milang Oval, 1406 Milang Road, Milang**

Alexandrina Council

and

**Prepared by Alexandrina Council**

DRAFT

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DRAFT

| | | | |
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## Reference Schedule

| | | |
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| Item 1 | Lessor | **ALEXANDRINA COUNCIL** (ABN 20 785 405 351) of 11 Cadell Street, Goolwa SA 5214<br><br>Phone: (08) 8555 7000<br><br>Email: property.officers@alexandrina.sa.gov.au |
| Item 2 | Lessee | |
| Item 3 | Premises | That portion of the Land more particularly being the area delineated Plan attached in Schedule 1 |
| Item 4 | Land | The land comprised in Crown Record Volume 5630 Folio 945 and located at 1406 Milang Road, Milang |
| Item 5 | Term | Seven (7) years<br><br>Commencement Date: 01 July 2023<br><br>Termination Date: 30 June 2030 |
| Item 6 | Permitted Times | 24 hour access, 7 days a week |
| Item 7 | Further Terms | One right of renewal for a term of seven (7) years commencing on 01 July 2030 and expiring on 30 June 2037 |
| Item 8 | Lease Fee | $1.00 per annum (excluding GST) payable on demand |
| Item 9 | Permitted Use | Community and recreation ground use or any other such use that the Lessor consents to |

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| Item 10 | Special Conditions | **1. Septic/Waste Management**<br><br>(a) The Lessee is responsible in their entirety for the plant, servicing, maintenance, repair and pump out costs associated with all septic and waste management services within the Lease Area.<br><br>(b) Council will pump out the septic tank (if applicable) of the public toilets located in the Lease Area, not more frequently than once every 5 years.<br><br>(c) Any additional pump outs required between the five year pump out undertaken by Council will be the responsibility and at the cost of the Lessee, or by prior negotiation with Council.<br><br>(d) The Lessee is responsible in their entirety for the appropriate storage and removal of all general waste from the Premises.<br><br>**2. Ownerships of Improvements**<br><br>(a) A map identifying each major improvement located within the Lease Area can be found at Annexure B;<br><br>(b) To clarify, all buildings/sheds and structures within the Lease Area are owned by the Lessee except for the toilet block.<br><br>(c) The toilet block is deemed owned by the Lessor, with general maintenance to be undertaken by the Lessee but any end of life or structural repairs to be the responsibility of the Lessor.<br><br>(d) Maintenance obligations and responsibilities can be found in the Maintenance Schedule in Annexure A<br><br>**3. Trees and vegetation**<br><br>(a) No trees, vegetation, shrubs or plants (whether dead or alive) are to be removed, damaged or interfered with, within the Lease Area or the adjoining Land, unless prior written approval has been given by the Council in accordance with Clause 4.2 of this Lease.<br><br>**4. Cooperation with Existing Tenant on the Land**<br><br>(a) The Lessee:<br><br>(i) acknowledges that the Council has granted a Lease to another party to occupy parts of the Land other than the Premises (Existing Tenant); |

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(ii) must co-operate in good faith with the Existing Tenant to ensure all occupants of the Land can use the Land in a harmonious manner; and

(iii) must seek to resolve any disputes with the Existing Tenants in a timely and respectful manner.

(b) If:

(i) The Lessee claims that a dispute has arisen with an Existing Tenant; or

(ii) The Lessee is advised by an Existing Tenant of a dispute raised by that Existing Tenant with the Lessee;

then the Lessee must give written notice to the Existing Tenant specifying the nature and details of the dispute;

(c) The Lessee must then use reasonable endeavours to arrange meetings with the Existing Tenant and negotiate in good faith to resolve the dispute.

(d) The Lessee must use reasonable endeavours to arrange meetings between those persons for those persons to negotiate in good faith to resolve the dispute.

(e) If the dispute is unable to be resolved within 10 Business Days of the first meeting the persons arrange then the Lessee may request Council to appoint a representative to act as a mediator to resolve the dispute. The Council may accept or decline such a request in its absolute discretion.

**5. Use of Premises**

(a) The Lessor and Lessee acknowledge and agree that the Premises is used by a variety of groups.

(b) The Lessee may hire or sub-lease parts of the Premises to different groups for seasonal, periodic or 1 off events as long as the proposed use is

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consistent with the Permitted Use found in Item 9 of the Schedule.

(c) If the proposed use is not consistent with the Permitted Use, then consent must be sought from the Lessor.

**6. Access and Common Areas**

(a) Access to the Lease Area is from the main Oval entrance which is outlined in Blue in the Plan in Schedule 1.

(b) This area is deemed a Common Area and will be maintained equally by as both parties will share this entrance.

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## 1. Definitions and Interpretation

### 1.1 Definitions

In this Lease, unless the context requires otherwise:

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| **Authority** | means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the law. |
| **Building** | means all buildings erected or installed on the Land and includes any part of them. |
| **Commencement Date** | means the date specified in Item 5. |
| **Common Areas** | means those portions of the Land generally used for car parking and other areas designated by the Lessor from time to time for common use by the occupiers of the Land (if any). |
| **Council** | means the Alexandrina Council (ABN 20 785 405 351) of 11 Cadell Street, Goolwa SA 5214. |
| **Deal** | means any sale, transfer, assignment, novation, declaration of trust or the grant of any option, pre-emptive right, mortgage, lease, Lease or any other right or interest (whether or a legal or equitable nature). |
| **Further Term** | means the further term or terms set out in Item 7 (if applicable). |
| **Item** | means an Item of the Schedule. |
| **Land** | means the land described in Item 4. |
| **Lease** | means this Lease. |
| **Lessee** | means the party named as the Lessee in Item 2. |

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| **Lessee's Agents** | means each of the Lessee's representatives, officers, employees, agents, contractors, sub-contractors, Lessees, sub-Lessees, consultants, advisors and permitted invitees. |
| **Lessee's Property** | means the plant, equipment, and other fixtures and fittings at or about the Premises which the Lessee owns, operates, controls or leases/hires and other goods stored in or at the Premises. |
| **Lessor** | means the party named as the Lessor in Item 1 and the legal personal representatives, successors, permitted assigns and delegated officers of that party. |
| **Lessor's Agents** | means each of the Lessor's representatives, officers, employees, agents, contractors, sub-contractors, Lessees, tenants, consultants, advisors and permitted invitees. |
| **Maintenance Schedule** | means the plan for scheduled maintenance of the Premises and Improvements approved by the Lessor and attached to this Lease as Annexure A, as amended and updated from time to time in accordance with this Lease. |
| **Lease Fee** | means the amount referred to in Item 8 of the Schedule. |
| **notice** | means written notice. |
| **Outgoings** | means all charges for:<br>(a) electricity, gas, water, sewage use, telephone, data, communications, security services, alarm systems and other services or utilities supplied (either by the Lessor or any other person or authority) to or consumed in or on or in respect of the Premises and any garbage and waste removal requested or used by the Lessee; and<br>(b) all amounts properly paid or payable by the Lessor which the Lessor determines are in connection with the ownership, operation, management, maintenance and administration of the Premises. |
| **Permitted Times** | means the dates and times or frequency specified in Item 6. |
| **Permitted Use** | means the use set out in Item 9. |

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| **Plan** | means the plan attached to this Lease as Schedule 1. |
| **Premises** | means the premises specified in Item 3. |
| **Rates and Taxes** | means all present and future rates, charges, levies (including the Emergency Services Levy), assessments, duties, impositions and fees of any public, municipal or government body, authority or department including emergency services levies, council rates and water and sewerage rates, charges and levies and, subject to the *Retail & Commercial Leases Act 1995*, land tax on a single holding basis in respect of the Premises. |
| **Schedule** | means the schedule of this Lease entitled "Reference Schedule." |
| **Services** | means the services (including gas, electricity, water, sewerage, drainage and communications) supplied to or consumed on the Premises (irrespective of the identity of the supplier) together with all plant and equipment relating to those services. |
| **Term** | means the term specified in Item 5. |

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1.2 **Interpretation**

In this Lease, unless the context requires otherwise:

(a) headings are for ease of reference only and do not affect interpretation;

(b) the singular includes the plural and vice versa, and a gender includes other genders;

(c) a reference to a party or to a document includes the party's heirs, executors, administrators, successors and permitted assigns;

(d) a reference to this Lease or any other document includes a reference to it as novated, altered, replaced or amended and includes its schedule, annexures and appendices;

(e) a reference to a person or persons includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(g) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(h) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(i) where the words 'Not Applicable' appear opposite an Item in the Schedule then each clause which specifically refers to that Item is of no effect.

1.3 **Retail & Commercial Leases Act**

The Lessor and the Lessee agree that if the *Retail and Commercial Leases Act 1995* applies to this Lease, all provisions of this Lease (**Lease Provisions**) shall be read subject to any contrary provision which applies by virtue of that Act. To the extent to which any Lease Provision is inconsistent with a provision of that Act:

(a) the Lease Provisions must be read down to the extent necessary to avoid the inconsistency; or

(b) if the Lease Provision cannot be so read down, it must be severed without affecting the validity and enforceability of t he remaining Lease Provisions.

## 2. Grant

2.1 **Grant**

Subject to the provisions of this Lease, the Lessor grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.



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2.2 **Ground Lease Acknowledgment**

For the avoidance of doubt, all parties acknowledge and agree that this is a Ground Lease only (bare ground) with all improvements severed from the land.

2.3 **Use of Common Areas**

The Lessor grants to the Lessee and the Lessee's Agents the right to use (in common with other persons) the Common Areas (if any) subject to any restrictions contained in this Lease.

## 3. Lease Fee and other costs

3.1 **Lease Fee**

(a) The Lessee must pay the Lease Fee to the Lessor as reasonably directed by the Lessor annually in advance on the first day of the Term free from deduction set off and abatement. The Lessor must provide the Lessee with a tax invoice for GST purposes in advance of the annual instalment of the Lease Fee falling due.

(b) The Lessor reserves the right to review the lease fee, should the use of the facility include retail or commercial sales (subject to the prior consent of Council).

3.2 **Costs**

The parties agree to pay for their own costs in respect of the negotiation and preparation of this Lease.

3.3 **Stamp duty**

The Lessee must pay any stamp duty assessed (if applicable) on this Lease by the due date for payment.

3.4 **Other costs**

The Lessee must pay the Lessor's reasonable legal and other Costs of and incidental to:

(a) any application by the Lessee for consent from the Lessor under this Lease, even if consent is not given;

(b) any Dealing with this Lease, even if the Dealing does not proceed;

(c) procuring the consent of any mortgagee to this Lease;

(d) any breach of this Lease by the Lessee; or

(e) any termination of this Lease other than by effluxion of time.

3.5 **Rates, Taxes and Services**

(a) The Lessee acknowledges that payment of all Outgoings and Rates and Taxes in respect of the Premises is the Lessee's sole responsibility.

(b) The Lessee must pay all Outgoings and all Rates and Taxes as and when they are due and payable to the relevant taxing, rating or charging authority or body



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or if the Outgoings or Rates and Taxes are not solely referable to the Premises, then to pay to the Lessor within seven (7) days of demand being made by the Lessor, the Lessee's Proportion of such Outgoings or Rates and Taxes.

(c) The Lessee must arrange for Outgoings and Rates and Taxes to be invoiced directly to the Lessee and paid by the due date specified on the invoice. The Lessee must at the reasonable request of the Lessor provide the Lessor with a copy of the invoices and payment confirmation.

(d) If there is no meter or no separate meter for recording or measuring any services and utilities forming part of the Outgoings, the Lessee shall arrange for the installation of a meter or a separate meter at the Lessee's cost.

The Lessee acknowledges and agrees that:

(a) under Chapter 10 of the *Local Government Act 1999*, all land within the Council is rateable unless a specific exemption applies.

(b) non for profit/community groups can apply to Council for a discretionary rate rebate. The rebate may or may not be approved at the discretion of the relevant Council and can be administered annually or for the term of the agreement.

## 4. Covenants by Lessee

### 4.1 Lessee's obligations

The Lessee must:

(a) only use the Premises for the purpose specified in Item 9;

(b) make every payment under this Lease without set-off, counterclaim, withholding or deduction;

(c) keep the Premises in:

(i) good repair and condition; and

(ii) a clean and tidy condition, free from rubbish, litter and fire hazards;

(d) comply, on time, with all requirements, orders and notices of Authorities and any insurers and all laws concerning the Lessee's use or occupation of the Premises, and the Lessee's property;

(e) immediately notify the Lessor of any damage caused to, defect or disrepair of, the Premises or of any circumstances likely to endanger or cause any risk or hazard occurring within the Premises or any person or property in the Premises upon becoming aware of it;

(f) comply, at all times, with the Lessor's reasonable directions relating to the Premises; and

(g) immediately give the Lessor a copy of any notice that it receives from any Authority relating to the Premises;



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(h) at its own expense, comply with all Laws and obtain, maintain and comply with the consents or approvals of any authority and any relevant permits or Leases (including any licence under the *Liquor Licensing Act 1997* if applicable) which may be necessary or appropriate for the Lessee's use of the Premises for the Permitted Use or any other use approved by the Lessor from time to time;

(i) cause the Premises and the Improvements to be cleaned in a proper and workmanlike manner and kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste trash and garbage in proper receptacles and arrange for the regular removal thereof from the Premises;

(j) keep and maintain clean and in good order repair and condition all Improvements, fittings plant furnishings and equipment of the Lessee;

(k) take all reasonable precautions to keep the Premises and the Improvements free of rodents, vermin, insects, birds and animals and in the event of its failing so to do the Lessee shall if and so often as is reasonably required by the Lessor but at the cost of the Lessee employ pest exterminators approved by the Lessor (such approval not to be unreasonably withheld);

(l) keep the Improvements (if any) structurally sound, waterproof and in a safe condition, suitable for the Permitted Use.

### 4.2 Lessee's restrictions

The Lessee must not and must ensure that the Lessee's Agents do not:

(a) do or allow anything to be done that might damage the Premises (such as bringing heavy equipment onto the Premises);

(b) make any alteration or addition to (including erecting any signs on) any part of the Premises without the Lessor's prior written consent;

(c) cause any nuisance, damage, obstruction, annoyance or inconvenience to any adjoining occupants;

(d) cut down, remove limbs, injure or destroy any living or deceased trees or shrubs upon the said Land, without the prior written consent of the Lessor;

(e) interfere with, or overload, any Services provided to the Premises;

(f) obstruct or otherwise impede access to any plant, equipment, thoroughfares or Services that are located in or adjacent to the Premises.

### 4.3 No warranty

(a) The Lessor gives no warranty as to the suitability of the Premises for any use. The Lessee accepts this Lease subject to any prohibitions or restrictions on the use of the Premises under any law.

(b) The Lessee must, at the Lessee's cost, obtain and maintain all consents, permits, Leases and approvals required by law or by any Authority to permit the Lessee to occupy the Premises under this Lease before the Commencement Date.

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## 5. Repair Damage

### 5.1 Obligation to Repair

The Lessee must at its cost repair any damage to the Premises.

### 5.2 Termination

Upon the expiry or earlier termination of this Lease, the Lessee must:

(a) remove all of its property, including any property installed on the Premises by the Lessee during the Term and must make good any damage caused by such removal to the reasonable satisfaction of the Lessor and restore the Premises to the same condition as existed at the Commencement Date (reasonable fair wear and tear excepted);

(b) deliver the Premises to the Lessor in good repair, order and condition and in a thoroughly clean and tidy state free from all rubbish and waste; and

(c) not remove any property of the Lessor or any fixtures from the Premises.

### 5.3 Notice to Repair Damage

The Lessor may give the Lessee verbal or written notice requiring the Lessee to repair any damage or undertake any work required by this clause within a reasonable time as specified in the notice.

### 5.4 Lessor may Repair Damage at Lessee's Cost

If the Lessee fails to repair any damage or undertake any work, the Lessor may at the Lessee's Cost undertake the repairs or other works.

## 6. Lessee Works

### 6.1 Proposed works

(a) If the Lessee wishes to undertake any Works to the Premises, the Lessee must:

(i) submit the plans and specifications of the proposed Works to the Lessor in such form as the Lessor may require;

(ii) obtain the Lessor's consent to the Works which may be given with or without conditions and will not be unreasonably withheld; and

(iii) if Planning Approval is required for the Works, obtain:

(A) the Lessor's consent to the lodgement of an application for Planning Approval; and

(B) the Planning Approval and provide a copy of it to the Lessor.

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(b) When this Lease ends (unless the Lessee becomes a lessee of the Premises under a new lease), the Lessee must, if so directed by the Lessor, reverse any Works undertaken during the term of this Lease or a prior lease and reinstate the Premises to its condition prior to the Works.

### 6.2 Insurance for Works

(a) Prior to commencing the Works, and at all times until the Works are completed, the Lessee must keep, or ensure that any builder or other contractor engaged for the purpose of undertaking the Works keep current insurance policies covering:

(i) contractors' risk in respect of the Works and any damage to the Premises for the replacement value (including demolition and removal of debris);

(ii) public risk in respect of the Works on the Premises for at least $20,000,000 for each accident or event or for such higher amount as the Lessor may reasonably require; and

(iii) workers' compensation insurance for each person who is or may be engaged in the construction of the Works.

(b) The required insurance policies must otherwise comply with the requirements set out in clause **Error! Reference source not found.**.

### 6.3 Undertaking Works

The Lessee must ensure that the Works are carried out:

(a) in a good and workmanlike manner;

(b) by properly qualified and experienced contractors;

(c) in accordance with the applicable standards (including Australian Standards published by 'Standards Australia' and requirements under the National Construction Code current at the time of commencement of the Works);

(d) in compliance with the Planning Approval for the Works; and

(e) in compliance with all relevant Laws and all professional, licensing and legislative requirements in relation to Work, Health and Safety and all the rules, regulations, policies or guidelines issued by SafeWork SA, the Lessee's insurer or any relevant Authority in respect of the Works.

### 6.4 Principal Contractor

The Lessor appoints the Lessee, and the Lessee accepts the appointment, as principal contractor for the purposes of the *Work Health and Safety Act 2012* (SA). The Lessor accepts that the Lessee may, to the extent permitted by Law, appoint and require a building contractor to comply with the Work, Health and Safety requirements under the *Work Health and Safety Act 2012* (SA) and its regulation.



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### 6.5 Works Information

The Lessee must ensure that the Lessor is notified of the commencement and practical completion of the Works and promptly responds to any request to provide information, documents, or other materials in relation to the Works required by the Lessor.

### 6.6 Completion Documents

Promptly following the completion of the Works the Lessee must provide the Lessor with evidence of completion, including:

(a) as-built plans in a form satisfactory to the Lessor; and

(b) a certificate in a form, and from a person acceptable to the Lessor, stating that:

(i) the Works are complete, except for minor defects and omissions that do not prevent the use of the Works for their intended purpose;

(ii) there is no waste material or debris on the Premises;

(iii) the Works have been constructed in a proper and workmanlike manner and to a standard that is reasonably satisfactory in all the circumstances;

(iv) the Premises are in a condition that is safe and physically suitable for its intended use; and

(v) the Works have been constructed in accordance with the plans approved by the Lessor and the Planning Approval (if Planning Approval was required).

### 6.7 Maintenance of Records

The Lessee must maintain for the Term and 1 year after the Lease ends a comprehensive record of the matters relevant to the construction of the Works, including all plans, drawings, reports, applications to and consents from any Authority, licences and certificates and evidence of all payments. The Lessee must make these records available to the Lessor when requested.

### 6.8 Lessor's costs

The Lessor shall be entitled to recover the cost of the Lessor's review of the Lessee's plans and specifications (including the cost of an architect or other consultant retained by the Lessor) and subsequent inspection upon completion of the Works from the Lessee.

## 7. Access and Lessor’s right of entry

### 7.1 Lessor's right of entry

The Lessor, and its employees, agents and contractors, may enter the Premises, or any part, at any time to:



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(a) at reasonable times and upon giving reasonable notice (except in an emergency when no notice is required), examine and view the state and condition of the Premises;

(b) exercise any right or obligation under this Lease; or

(c) comply with any law or requirement of any Authority.

### 7.2 Lessor's obligation

In exercising the Lessor's rights under clause 7.1, the Lessor must use reasonable endeavours to minimise any disruption or interference caused to the Lessee's business or the Lessee's use and enjoyment of the Premises.

### 7.3 Restrict access

The Lessor may restrict access to the Premises:

(a) if required by any Authority;

(b) due to any other cause which, in the reasonable opinion of the Lessor, endangers or may endanger the Premises or any person or property in the Premises; or

(c) if the Lessor, acting reasonably, needs to restrict access to the Premises in order to access, use, maintain, repair or replace any plant, equipment or Services that are located in or adjacent to the Premises.

### 7.4 Access by the public

(a) The public has a right of entry over the Premises.

(b) The Lessee may restrict public access to those parts of the Premises when it reasonably considers that to allow public access would present a safety risk or hazard to members of the public, or a security or safety risk to the property of the Lessee, and in these circumstances the Lessee must:

(i) where possible, give advance notice to members of the public of any intention to exclude them from access to the Premises;

(ii) exclude public access by the erection of proper signs, barriers, gates and/or temporary fences; and

(iii) restore public access as soon as possible after the security or safety risk or hazard abates.

## 8. Indemnity and release

### 8.1 Indemnity

The Lessee is liable for and indemnifies the Lessor against all liability or loss arising from, and Costs incurred (whether before or after termination of this Lease) in connection with the Lessee's breach of this Lease and with damage, loss, injury or death caused or contributed to by the Lessee or the Lessee's Agents.



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8.2 **Release**

The Lessee:

(a) agrees to occupy, use and keep the Premises at the risk of the Lessee; and

(b) releases, to the full extent permitted by law, the Lessor and its employees, agents and contractors, from all Claims of every kind in respect of or resulting from any accident, damage, death, loss or injury in connection with the Premises or the Lessee's use or occupation of the Premises except to the extent caused or contributed to by the default, negligence or wilful acts or omissions of the Lessor or persons for whom it is responsible for.

## 9. Insurance

9.1 **Public risk insurance**

The Lessee must, during the Term, effect and keep current a public risk policy with a reputable insurer (to be approved by the Lessor and on terms satisfactory to the Lessor) for the sum of $20 million in respect of any single claim arising out of or in connection with the Lessee's use of the Premises, and which policy must note the interest of the Lessor.

9.2 **Insurance of Lessee's Building and Contents (property)**

(a) The Lessee is responsible for insuring the Building and improvements on the Premises that are deemed owned by the Lessee.

(b) The Lessee is responsible for insuring the Lessee's contents on the Premises, as deemed appropriate by the Lessee.

(c) The Lessor will hold Building Insurance for the Toilet block only.

9.3 **Not to vitiate insurance**

The Lessee must:

(a) not do anything whereby any insurance effected in respect of the Premises may be vitiated or rendered void or voidable; or

(b) pay or reimburse the Lessor on demand for any excess amount payable on any claim made by the Lessor under its insurance or for any increased premium incurred by the Lessor on any insurance effected by it in respect of the Premises, which is due to the wilful acts, negligence or default of the Lessee.

9.4 **Certificate of currency**

The Lessee must annually produce to the Lessor a certificate of currency in respect of each insurance policy required to be effected under this clause 9.

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## 10. Termination of Lease

### 10.1 Events of default

The Lessor may immediately terminate this Lease by written notice to the Lessee or may exercise any other legal right if:

(a) the Lessee breaches any of the terms or conditions of this Lease and that breach continues for 7 days after written notice of the breach is served on the Lessee; or

(b) the Lessee commits an Insolvency Event.

### 10.2 Lessor may rectify

If the Lessee does not comply with any term or condition of this Lease, then, without limiting any other right or remedy of the Lessor, the Lessor may (but is not obligated to), without notice, remedy that breach. The Lessee must pay or reimburse the Lessor on demand for any reasonable costs incurred by the Lessor in connection with remedying the breach.

### 10.3 Right of termination for convenience

(a) The Lessee acknowledges and agrees that the Lessor may by giving not less than three (3) months' notice in writing to the Lessee, terminate this Lease.

(b) In exercising its rights under clause 10.3(a) the Lessor will endeavour, where possible, to offer the Lessee alternative premises.

(c) The Lessee:

(i) acknowledges and agrees that the Lessor is not obliged to offer alternative premises; and

(ii) releases the Lessor for all Claims in connection with termination of this Lease by the Lessor in accordance with this clause 9.3.

(d) The Lessor acknowledges and agrees that the Lessee may by giving not less than three (3) months' notice in writing to the Lessor, terminate this Lease.

(e) On and from the date of termination, each party is released from its obligations under this Lease other than in respect of an antecedent breach.

### 10.4 Termination without prejudice

Termination of this Lease under this clause 10 is without prejudice to any accrued right or liability of either party for any breach of this Lease arising before the date of termination.

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## 11. Further terms

### 11.1 Right to further term

Subject to clause 11.2, if a Further Term is specified in Item 7 and the Lessee notifies the Lessor not more than six months nor less than three months before the end of the Term that it requires a Further Term, the Lessor may in its absolute discretion renew this Lease for the Further Term.

### 11.2 Lessor may refuse renewal

The Lessor may refuse to renew this Lease if:

(a) the Lessee has not remedied any breach of this Lease at the date of the notice or at the end of the Term; or

(b) the Lessee has persistently breached this Lease.

### 11.3 Renewed Lease

The new Lease will be on the same terms and conditions as this Lease except that:

(a) it will commence on the day after this Lease expires;

(b) the Lessor may make any changes to:

(i) reflect any variations made to this Lease during the Term;

(ii) include any term which the Lessor reasonably requires due to any change in the law; and

(iii) otherwise make the renewed Lease applicable to the Further Term; and

(c) the renewed Lease will omit from Item 7 the Further Term first specified in Item 7 and omit any provision for renewal in the case of the last Further Term.

## 12. End of Lease and removal of Improvements

### 12.1 Acknowledgement

The parties acknowledge and agree that Improvements:

(a) may have been constructed on the Premises (in whole or in part) prior to the Commencement Date;

(b) are owned by the Lessee; and

(c) remain at the risk of the Lessee.

### 12.2 Yielding up and removal of Improvements

(a) At the Terminating Date or sooner determination of this Lease the Lessee will at the election of the Lessor (acting reasonably);

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(i) transfer ownership of all or part of the Improvements to the Lessor for $1.00; or

(ii) remove all or part the Improvements and reinstate the Premises to a condition consistent with the condition of the Premises prior to any Improvements or Lessee specific alterations or Works made by or for the Lessee or its predecessors; and

(iii) deliver the Premises to the Lessor in good repair, order and condition having regard to the Premises as at the Commencement Date.

(b) On or before the date that the Lessee must leave the Premises, the Lessee must:

(i) remove all rubbish from the Premises (together with all signs or advertisements affixed by, or on behalf of, the Lessee);

(ii) remove from the Premises all Works carried out;

(iii) return the Premises in a clean, tidy and safe condition and in the state of repair and condition as at the Commencement Date;

(iv) repair any damage to the Premises caused by the works;

(v) give the Lessor any keys, access cards and other security devices the Lessee and the Lessee's Agents have for the Premises.

(c) If the Lessee fails to make good the Premises to the Lessor's satisfaction (acting reasonably), the Lessor may carry out any such works required and may recover the costs in doing so from the Lessee as a liquidated debt payable on demand.

(d) Notwithstanding the termination of this Lease and vacation of the Premises, the Lessee's obligations to pay Rent and contributions to Outgoings will continue until the Lessee's obligations under this clause have been completed to the Lessor's satisfaction.

(e) Any such fittings, fixtures, plant, equipment or other articles not removed by the Lessee either as of right or by requirement of the Lessor as aforesaid may (at the option of the Lessor and at the cost of the Lessee) be dealt with in accordance with Section 76 of the *Retail and Commercial Leases Act 1995*. Except as provided in that Section, the Lessor will not be responsible to the Lessee or any other person for any loss or damage resulting from such dealing.

## 13. GST

### 13.1 Interpretation

For the purposes of this clause 13:

(a) **Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related tax impositions Act;

(b) **GST** means any tax imposed by or through the Act on a taxable supply (without regard to any input tax credit); and

(c) **taxable supply** means a taxable supply under the Act; and



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except where the contrary intention appears, expressions used in this clause 13 have the meanings given to them in the Act.

### 13.2 Amounts exclusive of GST

Unless expressly indicated otherwise and subject to clause 13.3, all amounts referred to in this Lease are exclusive of GST.

### 13.3 Increase of consideration

Subject to clause 13.4, if GST is imposed on a taxable supply under this Lease then the amount or other consideration payable for that taxable supply will be increased by an amount equal to the GST imposed on that taxable supply and that amount will be payable at the same time and in the same manner as the consideration for that taxable supply.

### 13.4 Tax invoice

A party is not obliged to pay any amount under clauses 13.3 and/or 13.5 unless and until it receives a tax invoice.

### 13.5 Reimbursement

If this Lease requires a party to reimburse, indemnify or otherwise pay another party for any expense, loss or outgoing (**Reimbursable Expense**), the amount required to be paid by the first party will be the amount of the Reimbursable Expense inclusive of any GST paid when that expense, loss or outgoing was incurred less the amount of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense.

### 13.6 Adjustment

A party which receives payment of an amount equal to the GST payable for a taxable supply made by it, agrees to provide the party which paid such amount with an adjustment note for any adjustment that arises from an adjustment event relating to the taxable supply within 14 days of becoming aware of that adjustment.

## 14. General

### 14.1 No waiver

(a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(b) The exercise of a power or right does not preclude:

(i) its future exercise; or

(ii) the exercise of any other power or right.

### 14.2 Variation

The variation or waiver of a provision of this Lease or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.



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### 14.3 Governing law and jurisdiction

(a) This Lease is governed by the laws of South Australia.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia.

### 14.4 Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Lease.

### 14.5 Counterparts

This Lease may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Lease will be the date on which it is executed by the last party.

### 14.6 Whole agreement

In relation to the subject matter of this Lease:

(a) this Lease is the whole agreement between the parties; and

(b) this Lease supersedes all oral and written communications by or on behalf of any of the parties.

### 14.7 No reliance on warranties and representations

In entering into this Lease, each party:

(a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Lease made by any person; and

(b) has relied entirely on its own enquiries in relation to the subject matter of this Lease.

This clause does not apply to warranties and representations that this Lease expressly sets out.

### 14.8 Severance

If any part of this Lease is invalid or unenforceable, this Lease does not include it. The remainder of this Lease continues in full force.

### 14.9 No merger

Nothing in this Lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

### 14.10 Dealings

(a) The Lessee must not Deal with its rights or interest in this Lease except with the Lessor's prior written consent.



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(b) The Lessor may Deal with its rights and interest in this Lease and the Premises without the Lessee's consent.

### 14.11 Notices

(a) Any notice to or by a party to this Lease:

(i) must be in writing;

(ii) must be signed by the party giving it;

(iii) must be served on that party at the address specified in the Schedule or such other address that has been advised by the party as the address for service of notices under this Agreement or to the party's registered office recorded by the Australian Securities and Investments Commission.

(b) A notice is deemed to have been duly served and received by the addressee:

(i) (in case of email) at the time of delivery to the recipient's last known email address which is the time generated by the sender's internet service provider provided that the sender does not receive a notice of email delivery failure from its internet service provider, unless that time is not on a business day (which for the purpose of this clause means a day which is not a Saturday, Sunday or public holiday in the place of receipt of the communication) or is after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day; or

(ii) (in case of fax) at the local time (in the place or receipt of the fax) which then equates to the time at which that fax is sent as shown on the transmission report produced by the machine from which that fax was sent and which confirms transmission of that fax in its entirety, unless that local time is not on a business day or is after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day; or

(iii) (in case of prepaid post) on the business day that is the fifth business day after the date of posting to an address within Australia, and on the sixth business day after the date of posting by airmail to an address outside Australia; or

(iv) (in case of delivery by hand) at the time of delivery at the address specified in the Schedule unless that delivery is made on a day that is not a business day or after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day.

(c) For the purposes of this clause:

(i) a notice sent by email is a notice in writing; and

(ii) if the Lessor or the Lessee comprises more than one person, a notice is deemed to have been duly served if served on any one of them.

### 14.12 Special Conditions

The covenants, provisions, terms and agreements contained in Item 10 (if any) apply to this Lease as if incorporated into the body of the Lease and if inconsistent with this Lease, will apply instead of the terms set out in the body of this Lease.



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14.13 **Other matters**

The Lessor enters into this Lease under Section 202 of the *Local Government Act 1999* and not in any other capacity. This Lease does not preclude or pre-empt the exercise by the Council of any regulatory function or power.

## 15. Acknowledgement

15.1 **Acknowledgement**

(a) The Lessee acknowledges and agrees that it has inspected and satisfied itself about the suitability and condition of the Premises for its proposed usage before the Commencement Date.

(d) The Lessee must not on or after the Commencement Date:

(i) make any objection;

(ii) claim any compensation; or

(iii) require the Lessor to carry out any works or repairs,

for any existing or future defect in or want of repair in relation to the Premises.

## 16. Lessor's consent

If the Lessee requires the Lessor's consent to do something under this Lease, the consent:

(a) may be granted at the Lessor's discretion (except as otherwise provided under this Lease);

(b) may be granted with conditions;

(c) must be in writing; and

(d) may be given (or withheld as the case may be) by a delegated officer of the Lessor.

## 17. Lessor may reserve Premises

The Lessee acknowledges and agrees that the Lessor may reserve the Premises for its own use during the Term, PROVIDED THAT:

(a) the Lessor gives the Lessee no less than 10 business days' prior written notice of the date(s) and time(s) that the Lessor wishes to use the Premises;

(b) the Lessee has not otherwise committed to permit a third party to use the Premises at the same time as requested by the Lessor and, in the event that the Premises is not available at the date or time notified by the Lessor, the Lessee will use its best endeavours to agree a suitable alternative date and time with the Lessor (both parties acting reasonably and in good faith);



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(c) the Lessor may only reserve the Premises in accordance with this clause for purposes relating to community engagement and other uses connected with the Lessor's operations;

(d) the Lessee must not charge the Lessor any fee for its use of the Premises in accordance with this clause; and

(e) the Lessor's right to reserve the Premises is limited to a maximum of 12 days per annum.

## 18. Crown Land Conditions

(a) The Lessor and the Lessee acknowledge and agree that:

(i) this is a lease of dedicated Crown Land and is subject to the provisions of the *Crown Land Management Act 2009* (SA);

(ii) pursuant to section 22 of the *Crown Land Management Act 2009* (SA) this lease will be of no effect without the Minister's consent;

(iii) the Minister granted consent to a Lease over this portion of land with SA Water on 4 February 2015 and confirmed on 7 November 2019 that further consent for lease 16.51.161 was not required as the proposed agreement is consistent with the dedicated purpose and consistent with Section 22 (5) of Crown Land Management Act 2009 (Amendments); and

(iv) the Minister's consent is subject to the conditions attached as Annexure C;

(v) the parties must comply with the Minister's Conditions and the Minister's Conditions will override the terms of this lease to the extent of any inconsistency.

(b) In this clause 18 the following words have the corresponding meaning:

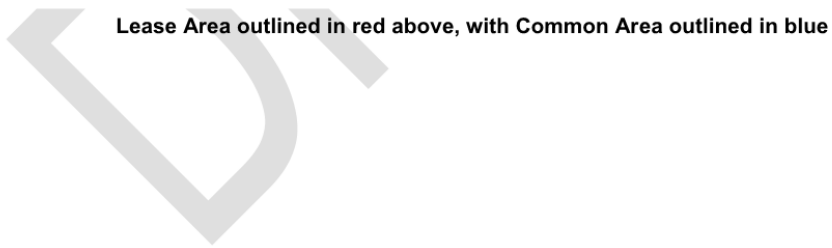
(i) **Minister** means the minister of the *Crown Land Management Act 2009* (SA) has been committed to pursuant to section 5 of the *Administrative Arrangements Act 1994* (SA).

(ii) **Minister's Conditions** means the Minister's Conditions referred to in clause 18(a)(iv).

(iii) **Crown Land** has the same meaning as given to that term in the *Crown Land Management Act 2009* (SA).

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## Schedule 1 Plan



**Lease Area outlined in red above, with Common Area outlined in blue**

## Signing Page

**LESSOR**

**THE COMMON SEAL** of **ALEXANDRINA COUNCIL ABN 20 785 405 351** is fixed to this document in the presence of:

| | |
|---|---|
| Signature of Mayor | Signature of CEO |
| Full name of Mayor | Full name of CEO |

**LESSEE**

**SIGNED** by

accordance with its constitution

| | |
|---|---|
| Signature of President/Chairperson | Signature of Secretary |
| Full name (print) | Full name (print) |

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## Annexure A Maintenance Schedule

**Building Maintenance Responsibilities**
This schedule outlines the particular responsibilities of Council (as Lessor) and the Lessee where applicable over the land and buildings ('Premises') as defined in Schedule 1 and in accordance with Australian Standards and should be read in conjunction with the Lease Agreement.

### 1. Building/s External (includes all associated outbuildings & sheds)

| ITEM | LESSEE | COUNCIL |
|---|---|---|
| The Lessee has full responsibility for any building, shed or similar that is owned by the Lessee in its entirety including but not limited to windows, roof, guttering, painting, retaining walls, signs, security and lighting. | | |
| **Doors/entrances, locking mechanisms and access points.** | Full responsibility | Nil responsibility |
| **Flood lighting and similar** | Full responsibility | Nil responsibility |
| **External pipes** | Full responsibility | Nil responsibility |
| **General cleaning** | Full responsibility | Nil responsibility |
| **Graffiti removal** | Full responsibility | Nil responsibility |
| **Bee, snake or pest removal** | Full responsibility | Nil responsibility |
| **Waste water system (steds septic tank)** | Maintain.<br>Full responsibility for interim pump outs and associated costs (other than the 5 year Council pump out). | Replace at end of natural life unless damage caused by Lessee neglect.<br><br>Council to pump out every 5 years. |
| **Toilets** | Maintain and repair minor damage | Replace at end of natural life if deemed appropriate by Council. |

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## 2. Building Internal (includes Hall and all associated outbuildings & sheds)

| ITEM | LESSEE | COUNCIL |
|---|---|---|
| The Lessee has full responsibility for any building, shed or similar that is owned by the Lessee in its entirety including but not limited to Emergency and exit lighting, smoke detectors, fire hose reels and hydrants, telecommunications, all services, air conditioning, paintings, floorings and fixtures. | | |
| **Water, sewer and gas piping** | Full responsibility | Nil responsibility |
| **Electrical equipment and appliances (e.g. Testing and tagging)** | Full responsibility | Nil responsibility |
| **Electrical services, switchboards, distribution boards, and power lighting circuits and meters.** | Full responsibility | Nil responsibility |
| **Water/waste services - associated fittings.** | Clean fittings, e.g. taps, toilet, sinks, replace washers.<br>Keep drains clear from blockages. | Replace at end of useful life unless damage caused by Lessee's negligence |
| **Tapware, sinks, drains and toilets.** | Maintain in toilet block, full responsibility for other buildings. | Replace at end of useful life unless damage caused by Lessee's negligence in toilet block only.<br>All other buildings – Nil responsibility |
| **Bee, snake or pest removal** | Full responsibility | Nil responsibility |
| **Graffiti removal** | Full responsibility | Nil responsibility |

## 3. External Surfaces

| ITEM | LESSEE | COUNCIL |
|---|---|---|
| **Fencing and gating (internal and oval)** | Full responsibility | Nil responsibility |
| **External Fencing and gating around whole site** | Maintain and repair | Replace at end of useful life under damage caused by Lessee neglect as deemed necessary by Council. |
| **Carpark surfaces (if applicable)** | Full responsibility | Nil responsibility |
| **Carpark Line marking (if applicable)** | Full responsibility | Nil responsibility |
| **Driveway surfaces** | Full responsibility | Nil responsibility |



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| | | |
|---|---|---|
| **Waste management and removal** | Full responsibility | Nil responsibility |
| **Garden areas** | Maintain, irrigate, mow as applicable | Nil responsibility |
| **Tree branches, tree removal** | Full responsibility for tree maintenance/pruning (on prior consent of Council) in accordance with Clause 4.2.<br><br>Full responsibility for tree/vegetation removal (on prior consent of Council) in accordance with Clause 4.2 | Nil responsibility |
| **Entrance feature** | Full responsibility | Nil responsibility |
| **Common Areas** | Full responsibility, in equal parts with the Milang and District Historical Society Incorporated (as adjoining tenants) to maintain and repair the Common Area as required. | Nil responsibility. |

**General Council enquiries, please email property.officers@alexandrina.sa.gov.au**

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## Annexure B Ownership of Improvements

## Annexure C Constitution

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## Annexure D Insurance

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