



Royal Brighton Yacht Club

The Sailors' Club

GENERAL COMMITTEE MINUTES

Monday 29th March, 6PM Committee Room

- **PRESENT:** Peter Strain, Paul Jenkins, John Mooney, Kalpana Merrett, Brett Heath, Peter Coleman, Cath Hurley, Marnie Irving, Murray Cowdell
- **APOLOGIES:** NIL
- **PREVIOUS MINUTES:** correction to typing error of Marnie Irving's name.

True and accurate record

MOVED: Peter Strain **SECONDED:** Peter Coleman **CARRIED**

- **CORRESPONDENCE:**

Letter to Minister Melissa Horne MP

- Since Friday Peter Strain has received correspondence from Nina Taylor MP – offer to meet with club. Commodore has proposed various times. Commodore, Vice Commodore and General Manager will attend meeting.

- **FINANCE REPORT:** taken as read

- February was a strong month for the club. Sizeable net surplus against budget.
- Finance committee is comfortable with the results as the accounts currently stand.
- Trading continues to improve in hospitality.
- CAPEX expenditure (proposed and confirmed) – men's showers, solar panels and driveway permit
- Loan repayments commenced last Friday of February
- Paul Jenkins has joined Finance Subcommittee
- Finance committee has discussed membership fees and their recommendation is that all fees with the exception of Senior, Marina, Hardstand & OTB storage (including maintenance) increase by 5%. The food and beverage levy will not be introduced in 2021.2022 season.

Motion: To set fees for 2021.2022 season as per Finance Committee's recommendation.

MOVED: Peter Demura **SECONDED:** Peter Strain **CARRIED**

Motion: Finance Report be accepted



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MOVED: Peter Demura **SECONDED:** Peter Strain **CARRIED**

- GENERAL MANAGER'S REPORT: taken as read
- FUNCTIONS FORECAST: to follow
 - General Committee would like to express their thanks to Caroline Hollingsworth for her work as Functions & Events Manager. She has been going above and beyond to assist when staffing shortages have occurred.
- BOATING MANAGER'S REPORT: taken as read
 - Murray C is fixed and back in service.
 - 2 large pens left in marina. It is likely these are soon to be filled also.
- SAILING MINUTES & REPORT: taken as read
 - Club Captains dinner went very well. Brett expressed his thanks to RBYC catering department.
 - Mandatory auditing of boats to meet safety compliance is now likely. Will need to find and train volunteers to do this process.
 - It will also likely be introduced by AS that boats can only race if member of a club or hold sail pass.
 - John Mooney recommended that the crew board be removed from Members' Bar and taken down to sailing office. Agreed

Question: (Kalpana) What is RBYC's pathway for sailors? How do we promote this information? Is it available for everyone to view/access? Where is this information located currently? Suggestion for high visibility illustration showing potential entry points and pathways for all ages and experience levels located in a common/public area to draw attention to opportunities, interest new members and those new to sailing who might consider the sport. Information presented online as well as eg., a high impact poster in a public area.

Response: Brett - communication with sailing office has been the most effective. Will take suggestions on notice.

Question: (Peter C) the sailing office appears to be going well despite the recent departures of Adrian and Victoria.

Response: Hannah/Brett – Phil is currently drafting new job descriptions/adverts on positions needed in the sailing office that can best support our club members. This will be a mix of full time and part time positions.

Two key focus points will be connecting potential crew with boat owners and volunteer engagement. Volunteer Development Officer position will not just be limited developing and training volunteers for on water activities but across the whole operations of the club.

- MEMBERSHIP REPORTS: taken as read
 - General Committee would like to commend Kalpana, John and Peter D for the work they have been doing with the new member interviews.



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- Member numbers continue to increase.
- Membership survey has been sent out by Hannah on behalf of the Membership Committee.
- Apologies to the Icebergers for omitting swimming option from Question 1.
- Cath would like to raise how volunteers are acknowledged when they depart the club. Important to include the recognition of service.
- Suggestion to change the name of the Icebergers membership group – name to be confirmed – such as Aquatic Member. Icebergers would then become a subset of this group so that true Icebergers remain true Icebergers. As an example Cruising members are subset of senior/crew membership. Aquatic TBC could be swimmers (wet suit wearing or otherwise), stand up paddle boarders etc.

Peter Strain to write an article for Icebergers newsletter to outline proposal.

Motion: to approve list of new members as listed below.

Lincoln Trainor	Gym
Clint Bizzell	Gym
Peter Tolan	Intermediate
Lachlan Mitchell	Intermediate
Mark Salzmann	Intermediate
Aikaterina Tsekenes	Intermediate
Leigh Brimley	Senior
Sasha Hopkins	Senior
Peter Forbes	Senior
Cynthia Halim	Senior Family
Cameron Strathdee	Senior Family
Steven Skelton	Senior Family
Chloe Skelton	Senior Family
Peter Bartels	Senior Family
Sally Freeman	Senior Family
David Vivian	Social
Brodie Arnold	Social
Melissa Beech	Social
Nicholas Rissiter	Social
Judith Clarke	Social Extra



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MOVED: Peter Demura

SECONDED: Kalpana Merrett

CARRIED

- Invoices and receipts: taken as read
- **CRUISING GROUP REPORT:** taken as read
 - No cruising meeting last month
 - Successful progressive dinner
 - Bass Strait cruise was successfully completed in the covid environment
 - Signage now in place on hard stand
 - Paul Jenkins to be the contact for the Junior Big Boat Day over to Williamstown.
- **AUXILIARY REPORT:** taken as read
 - Funds to be moved to Yachting Foundation. Would like to have an indication of how the funds will be spent. Going to go back and look at notes of the expenditure proposal for Buoyed up.
 - Yachting Foundation - Immediate past Commodore, Commodore and Vice Commodore manage the applications and funds. Noted that the Auxiliary Funds are sanctioned for disadvantaged youth programs.
 - Auxiliary would like to host a function for past members of the Auxiliary as a thank you for their work. Susie Strain to coordinate. This has General Committee's support. To include Membership Committee to hand over some of past work the Auxiliary has done which is better now handled by the Membership.
 - Towards Cleaner Sailing – will commence with a working group around some of the smaller achievable projects as a good starting point.
- **ICEBERGER REPORT:** taken as read
 - Raised more than. \$20k for their Beyond Blue fundraising efforts.
- **IDAG MINUTES:** taken as read
 - Peter Strain spoke to the Sunday junior group about respect for all sailors. Male and female equally respected. More programs to be introduced – such as “Play by rules”.
 - Membership committee wanted to apologise for inadvertently neglecting to mention swimming in the opening question of member survey.
- **GENERAL BUSINESS:**
 - Solar Panels
 - Two recent quotations received from Cherry Energy and Middendorp. Cherry Energy was able to provide the equipment required at best price of the two quotes. \$96,900.00 ex GST.



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- Loan of \$100k had already been received from BOM when original discussions commenced.
- Anchor points need to be installed on the roof for OH&S safety. Not required for solar installation but for maintenance safety.
- Save nearly 1/3 of Club's energy use. No surplus energy back into the grid.
- Finance Committee has recommended to proceed subject to General Committee approval.

MOTION: to approve Cheery Energy Solutions as the preferred supplier of solar panels and proceed with installation.

MOVED: John Mooney **SECONDED:** Paul Jenkins **CARRIED**

- Quotation for driveway permits
Finance committee recommended the Club go back to Scott Shelton for a price for the permits to be renewed. Agreed by GC.
- Renaming of membership subcategory from Icebergers to Aquatic Member.
To include all swimmers, stand up paddleboards kayaks etc.
- Inappropriate language
 - RBYC needs to be leading by example in all areas of this and show respect to all persons. This is in the forefront of societies expectations and there is a Duty of Care that members, staff, & visitors at RBYC be treated in a respectful manner.
 - A member complaint has been received and disciplinary sub-committee to be established to hear the issue, as per Club rules.
- Hardstand price review
 - This has been reviewed by Club Captain and Boating Manager. It is currently 1 price no matter what type/size of boat.
 - New rates for hardstand now based on boat length.
 - Want to encourage more members to the Club.
 - After GC discussion the pricing to be amended slightly to what was circulated. Brett Heath to recirculate without 10m boat.

MOVED: Brett Heath **SECONDED:** Peter Strain **CARRIED**

- Hydrographic survey Outside the breakwater at Brighton Marina.
 - Map out exclusion zone to avoid rocks. Make it safer for our member and visiting sailors. Approved spend by General Committee.
- Murray Cowdell would like to propose Peter Gebhardt be approached to fill casual vacancy on General Committee. Seconded Paul Jenkins. Commodore Peter Strain will write to Peter.



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MOVED: Murray Cowdell **SECONDED:** Peter Strain **CARRIED**

- Murray Cowdell raised the issue of burnt-out power points that were discovered after what is deemed a “near miss” on the marina and OH&S risk to the club if not addressed – Hannah responded that it was not an intentional omission in her report to highlight the issue with General Committee.

A full audit of all the power points on marina has been conducted after discovering damage to some of the electrical points. These are now in the process of being replaced as necessary.

Although not an incident Hannah has asked that a response is tabled through our online incident report system so that the Club has it in record and steps being taken to fix the issue.

- Sauna – Peter Coleman asked if it is of value of to the club. Hannah stressed that it is important to the Iceberger group, especially in the winter months and the group is carefully monitoring its use.

MEETING CLOSED: 9.15pm NEXT MEETING: 26th April, 6pm



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GENERAL COMMITTEE AGENDA

Monday 29th March, 6PM Committee Room,

- PRESENT:
- APOLOGIES:
- PREVIOUS MINUTES:
- CORRESPONDENCE:
Letter to Minister Melissa Horne MP
- FINANCE REPORT: as attached

Motion: To set fees for 2021.2022 season:

MOVED:

SECONDED:

- GENERAL MANAGER'S REPORT: as attached
- FUNCTIONS FORECAST: to follow
- BOATING MANAGER'S REPORT: as attached
- SAILING MINUTES & REPORT: as attached
- MEMBERSHIP REPORTS: as attached

Motion: to approve list of new members as listed in attached documents

Lincoln Trainor	Gym
Clint Bizzell	Gym
Peter Tolan	Intermediate
Lachlan Mitchell	Intermediate
Mark Salzman	Intermediate
Aikaterina Tsekene	Intermediate
Leigh Brimley	Senior
Sasha Hopkins	Senior
Peter Forbes	Senior
Cynthia Halim	Senior Family
Cameron Strathdee	Senior Family
Steven Skelton	Senior Family
Chloe Skelton	Senior Family
Peter Bartels	Senior Family
Sally Freeman	Senior Family



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David Vivian	Social
Brodie Arnold	Social
Melissa Beech	Social
Nicholas Rissiter	Social
Judith Clarke	Social Extra

MOVED:

- Invoices and receipts: as attached
- CRUISING GROUP REPORT: as attached
- AUXILIARY REPORT: as attached
- ICEBERGER REPORT: as attached
- IDAG MINUTES: as attached
- GENERAL BUSINESS:
 - Solar Panels

MOTION: to approve Cheery Energy Solutions as the preferred supplier of solar panels and proceed with installation.

MOVED:

- Quotation for driveway permits
- Renaming of membership subcategory
- Inappropriate language
- Hardstand price review
- Hydrographic survey Outside the breakwater at Brighton Marina.

SECONDED:

MEETING CLOSED:

NEXT MEETING:



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GENERAL COMMITTEE MINUTES

Monday 22nd February, 6PM Committee Room,

- **PRESENT:** John Mooney, Peter Demura, Kalpana Merrett, Brett Heath, Murray Cowdell, Peter Coleman, Marie Irving
- **APOLOGIES:** Peter Strain, Paul Jenkins, Cath Hurley

OPENING WELCOME: Vice Commodore John Mooney welcomed the committee in the absence of Commodore Peter Strain who is currently participating in the Bass Strait Cruise.

John acknowledged that all meetings are conducted differently but requested going forward that reports are “taken as read” and that items for General Business are submitted no less than two days before the agenda goes out. Recognised at times there will be emergency items to be added but by providing items in advance rather than asking around table at end it gives GC time to concentrate on the strategic items of the Club and be best prepared for GC meetings.

- **PREVIOUS MINUTES:**

Motion: True and accurate record

MOVED: Marnie Irving

SECONDED: Kalpana Merrett

CARRIED

Motion: to change previous minutes:

Item from minutes on page 5 of the GC Minutes December 21

John Mooney – request to note resignation letter from Jim Leckey and Email following. Highlighted concern about wording implying current GC complacency in HR and OHS areas. Contrary to letter, John Mooney notes that no records in previous minutes regarding HR or OH&S matters raised by Jim Leckey on record. Paul Jenkins confirmed that no record in previous meetings during his term on GC.

It be changed to read:

John Mooney – raised in Jim Leckey’s notice of resignation from General Committee there was “little appetite for addressing concerns in relation to OH&S”. The General Committee rejects this accusation and notes that OH&S issues are of the highest concern and are being addressed on a continuing basis.

MOVED: John Mooney

SECONDED: Peter Coleman

CARRIED

Motion: to remove sentence from minutes December 21

It was observed that 40, 50, 60 year member numbers are increasing and that they don’t contribute fees.



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MOVED: Brett Heath **SECONDED:** Kalpana Merrett **CARRIED**

▪ **CORRESPONDENCE:**

Letter to Jo Richards – Parks Victoria

▪ **FINANCE REPORT:** Taken as read

Finance committee meeting postponed until 11 March when all members available

Auditors have submitted quotations

MOVED: Peter Demura **SECONDED:** Murray Cowdell **CARRIED**

▪ **GENERAL MANAGER'S REPORT:** Taken as read

▪ **FUNCTIONS FORECAST:** Taken as read

▪ **SAILING REPORT**

It was agreed that Sailing Minutes and Rescue Boat report would be submitted to Boating Manager to write his Boating Manager's report. These reports would be discussed with Club Captain who in turn would then raise any issues with GC. Going forward the reports would all come under the heading "Sailing Report".

Kalpana Merrett - requested clarification on impact of IECA's standpoint regarding Mould 11 on the Etchells fleet at RBYC. Brett Heath responded that at present no impact but will need to be decided upon prior to Etchells Worlds in 2024. Brett is also working to grow the 1VX and 2.4 fleets

BOATING MANAGER'S REPORT: Taken as read

SAILING MINUTES: NIL

RESCUE BOAT REPORT: Taken as read

▪ **MEMBERSHIP REPORTS:** Taken as read

Motion: to approve list of new members as listed in attached documents

MOVED: Peter Demura **SECONDED:** John Mooney **CARRIED**

- Invoices and receipts: Taken as read

▪ **CRUISING GROUP MINUTES:** Taken as read



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Removing the \$30 fee from Cruising Group – it was agreed CG should decide on the fee and whether it stays or goes. GC support the decision either way.

- **AUXILIARY REPORT:** Taken as read

About a year ago thought was given to transition the Auxiliary subcommittee into a new format as the needs of the Club had evolved over time. Research has been undertaken by current members of Auxiliary and previous auxiliary members were contacted to provide their recommendations and opinions and most importantly to recognise the significant work they had done over the years. Their recommendation was to cease the Auxiliary as it is no longer relevant in the format it was when it was established.

However if it is to cease what is it to change to?

Auxiliary would like the GC to make a decision as to whether to end in current format. Proposal to create a new group called “Cleaner Sailing” to address environmental impact and sustainable practices within sailing and yachting.

Terms of reference for proposed new group have been drafted and circulated to GC.

Brett Heath - Do the new group need to be a subcommittee? Could it be a working group? Junior and Youth do still require fundraising. A specific new working group within Sailing committee could be formed.

Kalpana Merrett - highlighted that some of Auxiliary’s activities and funding raising initiatives would need to be repositioned into other departments of the club aligned with their activities and needs. Suggestion sub-committee status likely to strengthen governance, its functions and recognition for critically important issues that affect the community at large. New group should aim to recruit members from across Club membership, ensure diversity and expertise. Area of interest - youth, local schools and community.

Peter Demura - Suggestion “Sustainable sailing” rather than “Cleaner sailing”. Broader reach to whole club. After more discussion it was agreed the name “Towards Cleaner Sailing” clearer for people to understand its purpose.



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MOTION: to cease Auxiliary subcommittee

MOVED: Kalpana Merrett

SECONDED: Brett Heath

CARRIED

MOTION: to move Auxiliary funds into Sailing Department/Yachting Foundation. To be determined how best spent. \$16k (amount to be confirmed) from Buoyed Up program to be held for charitable cause.

MOVED: Kalpana Merrett

SECONDED: Brett Heath

CARRIED

MOTION: to accept proposed terms of reference for new group.

MOVED: Kalpana Merrett

SECONDED: Brett Heath

CARRIED

GC in agreement to recognise Auxiliary's contributions and legacy at the Half Yearly AGM report.

- ICEBERGER REPORT: NIL
- IDAG MINUTES: NIL

James Provis has accepted invitation to join IDAG.

- GENERAL BUSINESS:

John Mooney

Solar Panels

Presentation was made to working group on Friday from a potential supplier. Treasurer is assessing the financials.

Bathroom repairs

John Mooney wrote a scope of works and put it out to tender. 3 tenders submitted. All are being reviewed. Pre-award meeting with one supplier tomorrow.

Driveway

Official opinion on what permits are required. PC is fundraising.

Scope of works need to be written. John and Peter will provide further information at next GC meeting.

Kalpana Merrett

Car parking stickers

Not a requirement when we improve car entry and exit system in the future.



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Letter from Charles Stanton re dredging.

Brett Heath said that this proposal was unfortunately not viable using a digger for the extensive scope of work.

Request that this letter is acknowledged in the minutes and be circulated to all the GC members for discussion at the next meeting.

Digital notice board

Enabling a digital notice board for members on the Club website – Brett Heath said it was definitely possible but needs to be moderated and at present the Club doesn't have the resources to engage someone to moderate.

Peter Coleman

Attenuator moulds still be worked on.

MEETING CLOSED: 7.45PM

NEXT MEETING:



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Hon Melissa Horne MP
Minister for Ports and Freight
1 Spring Street
Melbourne, Victoria. 3000
Australia

21st March 2021

Re: Public Boating Channel, Brighton Harbour – silting and dredging

Dear Ms Horne

We respectfully request a meeting to seek the Governments support in achieving the clearing of the public boating channel in Brighton Harbour, which is now a serious maritime hazard. In our discussions with Parks Victoria, they are supportive of the urgent need for dredging the charted boating channel east of the Club's marina. We can be available anytime and anyplace to work with your schedule.

We refer to our letter of 4th April 2020 in relation to the now very serious silting up of the public boating channel in Brighton Harbour. For a considerable period RBYC have been working with Parks Victoria requesting action to dredge this channel, which is not on our seabed lease. By the action of sand movement adjacent to the marina, in particular what is known as Brighton Dog Beach, on the Eastern side of the Club's marina the channel is now severely restricted and a hazard to all boats attempting to use the Eastern channel, including emergency services boats.

The Club is very grateful the Brighton Pier is being repaired and understand the stage 2 replacement of the surface panels will be done from the water. This may even be threatening that part of the repair in that the crane barge, for the install, may not be able to navigate this channel, now that it is too shallow and narrow.

As explained in the previous correspondence the dredging plans have been through all approvals with DELWP, Coastal Management Act and Parks Victoria with only a Works Permit required for the actual event. The only remaining hurdle being funding. As previously detailed the impact of the pandemic has challenged RBYC like all organisations, so therefore we are seeking funding support to clear the channel for our sailing activities and all public boating. The responsibility for this dredging is detailed in our lease with Parks Victoria as the responsibility of the landlord.

We understand Parks Victoria has an ongoing contract for dredging in Port Phillip, RBYC has received quotes from other dredging contractors and the estimates are in the range from \$150,000 to \$200,000. We have forwarded all information to Parks Victoria's management.

Attached find copies of current permits, research from DELWP's consultants and the Club's marine engineering consultants with the agreed and approved dredging plans plus the latest hydrographic survey.

Nina Taylor MLC has been very supportive and has similarly been copied on these documents and visited the site and seen firsthand how seriously the channel has been impacted.



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Please find attached:

- Site Plan with RBYC lease boundary.
- Dredging Clause in the Club's seabed lease with Parks Victoria.
- Dredging Permits.
- Recent hydrographic survey.
- Photo of Channel

Yours Faithfully

Peter Strain
Commodore Royal Brighton Yacht Club.

General Manager Report March

- Salary estimator
Ha from OnTap has created a template we can use to calculate the necessary salaries to be offered if the club wishes to offer contracts to casual staff in future. This is a fantastic tool as the club falls under the Club Award system any salaries paid must be above/comparable to what they would earn as a casual staff member.
- Breakfast chef signed
Commences role week commencing 29th March. Catering is still looking for suitable sous chefs to bolster numbers. It is a juggling act each week to ensure students are not working too many hours and with the increase in functions the shortages in the kitchen are being highlighted. Not through reduced standard provided – having enough staff to operate.
- Budget discussion for 2021/22 commenced
Working group has met and divided up areas to report back on to the group by the middle of April. Comparisons are going to be used from actuals of last two years.
- New doors on the cellar and also between the Members' bar and Bayview to reduce noise will be in place early next week. Receiving final coats of paint.
- OHS Manual in process of being reviewed and update. Not expecting significant changes – ensuring that dates, areas of responsibilities are updated. Club has a detailed OH & S Manual. Confirmed with Phil that on water docs up to date.
- Membership welcome pack updated – GYM waiver, etiquette and rules added to welcome pack. Although these are placed in necessary spots around the club it has been agreed more information than less is appropriate.
- New member interviews continue to be very well received – General Committee members are to be commended on their work in this area.
- Another successful evening in the Members' Bar with whiskey tasting event. Sell out. Next month will be rums. Club will look to hold wine/food pairing evenings in the winter months.
- GM seeks GC discussion on Senior Family membership group – in particular the age of children included (up until 21). Inconsistent with intermediate membership (commences over 18 years).
- Jobkeeper will conclude at end of week – 28th March 2021.



Boating Manager Report to the Committee – March 2021

Points of Discussion:

Harry T and Redeemer are booked in to be slipped in April 12 & 19, respectively. Harry T will have the motors serviced and the motor lifting mechanism repaired. Both boats will be cleaned and antifouled.

The insurance claim for Murray C has been approved. The vessel has been repaired and is back in service.

There was some concern about our Race Management Safety Procedures by a parent in the Quest group during the Lady Stonehaven Cup. We have explained our safety protocols to the parent. The RM team has met and identified what we may have done differently and learnt to improve moving forward. This parent seems to be satisfied and was very supportive last week to the management & staff.

The Marina continues to have a high level of enquiries however there are also quite a few boats that have recently been sold. This has led to a stagnate occupancy growth rate. We are currently sitting at 76% with a few new boats expected soon.

There has been some growth in occupancy on the rigging lawn, which is now at capacity, and the hardstand.

We will be producing a formal policy for the disposal of members boats if they are abandoned or the member fails to pay storage fees

Minutes of Sailing Committee meeting below

Overview - Marina / Hardstand / Undercroft										Month:	Mar-21
	OTB	Hardstand	Marina	Combined	Available	Occupied	Total Vacant	Club Vacant	Owned Vacant		
Mar-21	90.03%	98.61%	76.72%	87.26%	424	370	54	48	6		
Feb-21	90.03	95.83	78.45	87.74	424	372	52	46	6		

Marina

Size	Club Owned	Occupied	Occ %	Mem Owned	Occupied	Occ %	Total Pens	Total Occ	Total Occ %	Vacant Club Owned
10M	81	60	74.07%	16	15	93.75%	97	75	77.32%	21
12M	56	35	62.50%	17	15	88.24%	73	50	68.49%	21
13M	7	3	42.86%	0	0	0.00%	7	3	42.86%	4
15M	19	19	100.00%	17	14	82.35%	36	33	91.67%	0
18M	12	10	83.33%	7	7	100.00%	19	17	89.47%	2
	175	127	72.57%	57	51	89.47%	232	178	76.72%	48

OTB Dinghy Storage

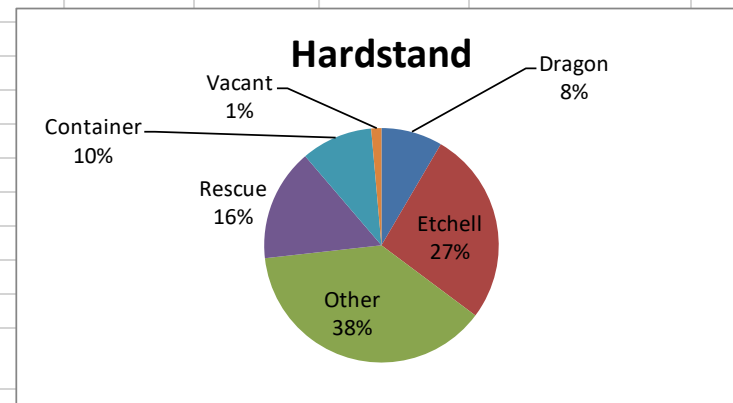
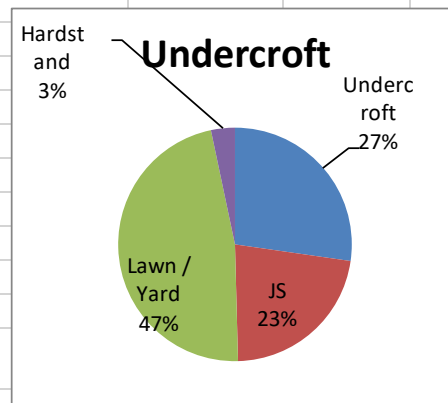
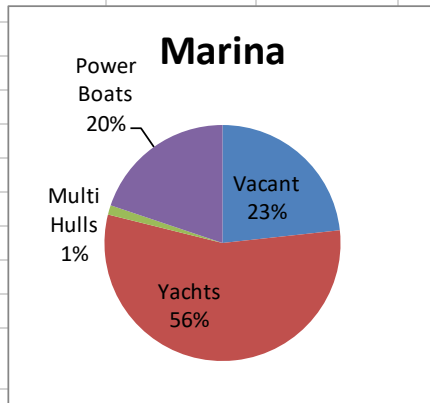
	Undercroft	JS	Lawn / Yard	Hardstand	Total of 134
Total Pens	33	27	57	4	121
Occupancy	75.00%	90.00%	95.00%	100.00%	90.03%

Marina Boat Types

Totals	Vacant	Yachts	Multi Hulls	Power Boats
232	54	129	3	46
100.00%	23.28%	55.60%	1.30%	16.52%

Hardstand

	Dragon	Etchell	Other	Rescue	Container	Vacant	Total 72
Occupied	6	19	27	11	7	1	71
Ratio %	8.3%	26.4%	37.5%	15.3%	9.7%	1.4%	98.6%



Minutes - RBYC Sailing Sub Committee

Meeting Date		Tuesday 9th March 2021 at 7:00pm.		
Meeting Venue		Zoom Meeting		
Attendance		BH, PB, ST, PH, MC, MI, JS, PG, DM, PP, Peter Strain (Commodore)		
Apologies				
<i>Item</i>	<i>Topic</i>	<i>Support Paper</i>	<i>Action By</i>	<i>Complete Date</i>
1.0	OPENING – Brett Heath			
1.1	<i>Minutes of the previous meeting be adopted. - Carried</i>			
2.0	MATTERS ARISING			
2.1	Review of Sailing to date			
2.2	Review of Brighton Championship 3 hr race – There were no further outcomes from the delivery of the Protest Panels decision.			
2.3	Lady Nelson – was abandoned as Victoria was in Covid lockdown.			
2.4	Bliss Regatta NOR, Port Phillip Championship proceeding.			
2.5	<p>BH updated the sub-committee on the recent Club Captains Meeting</p> <ul style="list-style-type: none"> AS are endorsing that clubs will carry out physical auditing of Safety Certification up to category 7. RBYC need to acquire volunteer auditors to undergo training prior to next season. SYC are booking in audits over a 5-6month period, members still need to self-declare their compliance. 			

	<ul style="list-style-type: none"> • Yachting Victoria is about to be de-registered as a separate entity. It will continue to operate as a RAC (Regional Advisory Committee). Australian Sailing is the peak body which is Nationally Accredited. • An incident has occurred at Hobsons Bay where a scuba tank stored by a member exploded causing injury. It was resolved to have our hard stand containers audited and have owners sign a declaration. • The question is being asked of all clubs “what is the future of the Range Series?”. BH will speak with racing skippers to get an understanding of our sailors thought before reporting back to the club captains meeting. 			
2.6	PB – Proposed for future calendars we strive to have consistent starting times on most Saturdays with the exception of a couple of long distance races. This occurs in most team sports. Furthermore we need to encourage skippers & crews back to the bar via the BBQ or Happy Hour. BH indicated that we need to spend time over winter working the calendar and ensuring we included the wishes of the Cruising group. Lady Nelson could potentially be sailed over Labour Day weekend in March.			
2.7	There was a discussion over a proposal that will be taken to the Half Year General Meeting and voted at the AGM reducing the membership requirements to be able to sit on the Committee			
2.8	BH will speak with boats to invite them to sail in the Associations Cup.			
3.0	SAFETY INITIATIVES			
3.1	Sign on / sign off app			
3.2	Safety Audit Working Group – see above 2.5			
4.0	OTB REPORT		BH	
5.0	CRUISING REPORT Bass Straight Cruise highlighted.		PG	

	Marina Progressive dinner 19 th March 2021			
6.0	RESCUE BOAT WORKING GROUP REPORT General verbal report		MC	
7.0	RACE MANAGEMENT TEAM INITIATIVES Race Officers meeting scheduled for Saturday 13/3/2021 Rules Update for Skippers scheduled for Friday 26 th March @ 6pm in Committee Room			
8.0	AOB Good results in Etchells, 420s and Lady Stonehaven over the weekend. Link to the Fixed Time protest summary https://rbyc.org.au/wp-content/uploads/2021/02/2021-02-18-RBYC-Protest-v04.pdf Cerberus Race - where are we going to place the finish line? Race scheduled for 1 st May 2021 Peter Strain thanked the Sub Committee for letting him participate in the meeting.			
Next Meeting 13 th April 2021				

Membership - February 2021

		TOTALS	TOTAL %
Senior	346		
Senior Family	98		
Senior Special	14		
40	12		
50	39		
60	35		
Honorary Life	6		
Senior Country	13		
Senior Absentee	39	Total Senior	602
Crew	141		
Crew Plus	26	Total Crew	167
Intermediate 18-29	91	91	6%
Youth	109	109	7%
Gym	60	60	4%
Social	245	245	17%
Social extra	67	67	5%
Junior family	31	31	2%
Iceberger	87	87	6%
TPI	2	2	0%
sponsors	4	4	0%
TOTAL	1465	1465	100%

	June 2016	June 2017	June 2018	June 2019	June 2020	End Feb 20
Senior	368	347	324	336	335	346
Senior Family	96	93	89	92	92	98
Senior Special	17	17	16	16	13	14
40	18	14	12	12	12	12
50	45	45	44	44	43	39
60	39	42	42	38	32	35
Honorary Life	7	7	6	6	6	6
Senior Country	12	16	16	15	13	13
Senior Absentee	55	49	40	38	36	39
Crew	184	149	143	155	156	141
Crew Plus	31	27	22	21	26	26
Intermediate 18-29	67	66	77	99	75	91
Youth U18	106	141	136	148	150	109
Gym	75	75	65	78	74	60
Social	242	233	212	207	207	245
Social Extra	79	77	64	64	63	67
Junior Family	14	19	22	28	25	31
Iceberger	75	79	78	73	81	87
TPI	0	1	1	3	3	2
Sponsors	11	2	4	4	4	4
TOTAL	1541	1499	1413	1477	1446	1465

March 2021 Cruising Group Report

Due to the unavailability of a number of members of the committee there was no quorum this month therefore no meeting occurred.

As with the rest of our club, lockdowns, and restrictions on us saw a great reduction in the previous Cruising Group functions and activities we have enjoyed in previous times. Monthly forum dinners, music night, progressive dinner, and end of month on water activities ceased for the better part of 2020.

Once those restrictions began easing the group managed a special dinner, just to allow members to catch up and eventually we were able to celebrate the milestone 30th birthday with a special birthday dinner on a Friday night followed by the traditional visit to Royals at Williamstown with fantastic turnouts.

February allowed the group to hold its first forum dinner on the Friday night prior to the Bass Strait Cruise with special Guest Speakers, Leanne Grant and Gordon Buchan telling their story of Caprice. This saw a record turnout which was most welcomed. There were 9 boats showing interest in the Bass Strait Cruise and for various reasons including a snap lockdown the week prior, that fleet dropped down to 6 and those boats were able to sail out the heads and enjoy reasonable conditions getting to destinations such as Western Port Bay, Refuge Cove, Deal Island and Flinders before returning to the Bay. Once back in the Bay some boats spent a few days at Queenscliff Cruising YC, Blairgowrie YC, Sorrento and Portarlington before returning back to RBYC.

A successful progressive dinner was held last Friday 19th March and provided we have no further Lockdowns plans are well under way for all of the usual activities to continue again.

The easing of restrictions has also allowed for completion of a previously approved project to finally be completed so those accessing the Hard Stand and Marina may now see the signage promoting the activities of the Cruising Group and note that the cruising Group is inclusive of all Club Members at all levels of membership. Our next meeting is scheduled for the first Monday of April immediately following Easter.

Paul Jenkins
Cruising Group Chair

Royal Brighton Yacht Club Auxiliary
Meeting Sunday 14th March 2021, 9.30 am
Minutes

1 Attendance

Present: Susie Strain, Kalpana Raghunathan, Jennifer Pascoe, Kirsten Mitchell
Apologies: Mandy Jackson, Jacqui Bloink

2 Minutes

The minutes of the previous meeting on Sunday 31st January were accepted.

3 Report to half-yearly meeting

The Auxiliary report to the half-yearly meeting has been circulated and approval confirmed. Susie to present at meeting.

4 Matters required to retire Auxiliary

- General Committee approved a motion at the March meeting to formally retire the Auxiliary, there may be further formality required but unlikely
- Auxiliary funds have been transferred to the Yachting Foundation to await further determination
- Proposal to organise a social occasion to recognise the role and achievements of the Auxiliary and contribution to junior sailing.
- Reallocation of Auxiliary functions to Sailing Committee and to Membership
- Note Auxiliary commitment to the Buoyed Up project. Kalpana to follow up to maintain intent of program. Jennifer to source supporting documentation in past minutes.

At this point the work of the Auxiliary is ended, and it has no further business.
Susie stepped down as Chair.

The group discussed next steps to establish a group with an environmental focus (within the sailing context). This is waiting approval by General Committee, the following points are advisory only.

- Preferred name Towards Cleaner Sailing.
- Discussion whether subcommittee or working group; subcommittee preferred.
- Membership to be recruited via article in newsletter. Note past Auxiliary members will need to make an expression of interest if wish to join.
- Projects of immediate interest would be recycling marine waste, sale of second hand yachting clothes and establishing 'clean regatta' principles at yachting events.
- Note supporting email from Peter Demura (Treasurer) with suggestions.
- Terms of Reference have been drafted, can be reviewed once approved.

The meeting was closed. Next meeting Sunday May 2nd.

MINUTES OF ICEBERGER SUB COMMITTEE MEETING HELD ON 20 MARCH 2021

Ria Bleathman has retired from the Iceberger Committee but will continue with the news. Ria was commended for the excellent newsletter.

PRESENT: PETER STRAIN (COMMODORE), RIA BLEATHMAN, CLIFFORD HAYES, JACK HAWKINS (ZOOM), AND KERRY WATSON

APOLOGIES: MEL KEMP

POINTS OF DISCUSSION:

- Swimmers membership with Icebergers as a subset might encompass a broader group of swimmers. An article in the newsletter as to what constitutes an "iceberger" was suggested. Risk management issues would need to be considered with any broadening of the swimming base.
- Future events. Beyond Blue. Trivia Nite
- Mens Showers. Out of action for 4 weeks from mid March.
- Half Yearly Report. To be prepared by Kerry Watson.
- Vale Michael Bush.
- New bathers for collection.
- Honour Board. New inductees for 2020 to be included . Agreed that an "icicle" could be added to Winter Rip swimmers names. Jack Hawkins to follow up.
- Possible function to honour Doug Weir who at the age of 90 is retiring from his temperature measurement duties.

Royal Brighton Yacht Club

253 Esplanade, Middle Brighton, Vic 3186

Meeting Minutes

Inclusion and Diversity Advisory Group (IDAG)	Date	Monday 15th March 2021	Time	7.00 PM
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IDAG members	External representative-Marike Koppenol (MK) on Zoom RBYC members at RBYC - Roger Jepson (RJ), Lallie Leckey (LL), Wayne Seaward (WS)
Chairperson	Niesje Hees (NH)
Apologies	James Provis (JP)
Minute Taker	Niesje Hees
Venue	Online – Zoom and RBYC Committee Room
Papers	Notice of Motion (provided to GC) Latest version of Membership Survey IDAG update for Half-yearly General Meeting Minutes of Last Meeting

Agenda Item	Discussion	Action
1. Welcome	Great to be back together again	
2. Apologies	James Provis was unable to attend the meeting due to a conflict. Niesje will update James separately and seek any input on items discussed.	NH
3. Minutes of Last Meeting	Accepted	
4. Discussion	<p>a) Membership Survey</p> <p>The meeting agreed the survey is “ready to go” from the perspective of the IDAG</p> <p><i>Action: NH to coordinate with Cath Hurley and Hannah Catchpole.</i></p> <p>b) Update on Notice of Motion (paper provided)</p> <p>The document has been provided to members and will be put to the Half Yearly AGM on 23 March.</p> <p>Discussion that we need to explain to members why this is beneficial for the club. This is best done in conversation.</p> <p><i>Action: NH to prepare key messages regarding the benefits of the motion for review by the group.</i></p> <p>c) Junior Sailing Program</p> <p>Following a recent protest at a Junior Sailing event (which was addressed by a Jury), the fact that some female sailors feel uncomfortable with the behaviour of some fellow sailors has been escalated to the IDAG.</p> <p>Discussion was this is an example of how all need to find ways of calling out poor behaviour when it happens, and that expectations need to be made clear.</p> <p>It is important to have conversations about this, make it clear that it is not acceptable (rather than ignoring it).</p> <p>We should equip our instructors and female junior sailors with the skills to call out this behaviour, and it</p>	<p>NH</p> <p>NH</p>

	<p>was suggested we should include this in an induction process.</p> <p>Noted that the Commodore spoke to the Junior program on Sunday.</p> <p>d) Marketing Inclusion and Diversity</p> <p>Discussion that the best way to promote inclusion and diversity is by using the language and messages in everything we do (rather than posters etc).</p>	
5. General business	<p>Proposed Future meeting dates for 2021 (<i>confirmed</i>) – <i>start time 7:00pm</i></p> <p>14 June, 18 Oct, 13 Dec</p>	
6. Next meeting	<p>Monday June 14th (7.00pm at RBYC and Zoom)</p> <p>NH to send meeting request</p>	NH
7. Meeting close	7:50 pm	

Copy of minutes: GC via KR, General Manager

15 March 2021

Mr Peter Strain
Commodore
Royal Brighton Yacht Club
Peter_strain@bigpond.com

PLANNING PERMIT APPLICATION
Alteration to Access and Construction of Driveway
253 Esplanade, Brighton

Dear Peter,

We refer to the above matter and your recent discussions with Nick of our office. We are pleased to provide details of the tasks and an estimate of the fees associated with representing you in the planning permit application process for the above project.

Based on our preliminary review of the Bayside Planning Scheme provisions, concept plans, and aerial photography of the site, we highlight the following:

1. We understand that you are looking to construct a new driveway in front of the building which we believe is appropriate and capable of obtaining Council support.
2. We also understand that a similar concept formed part of a previously approved planning permit however this has since expired. While this will assist our justification for the proposed access, we note that we will still need to clearly demonstrate that the proposed access will not create any traffic conflicts.
3. We will require a set of development plans to accompany the planning permit application. Once appointed we will discuss the proposal with Sketch Building Design to prepare the required plans.
4. Regardless of the planner responsible for the day to day operation of your proposal, our Director will assist with finalising a range of strategies throughout your project.
5. We have excellent contacts at the City of Bayside and have a well-developed understanding of the planning and political elements that influence the decision making process and believe this will greatly assist with your chances of success.
6. We have a particular philosophy and approach (our Proven Approach) that has led to our high level of success and are confident our involvement will maximise your chances. This Proven Approach is based on our excellent relationships with Council Officers, our highly developed negotiation skills and our emphasis on obtaining in principle support from Council early in the planning process.
7. In providing these preliminary comments, we note that we have not had the benefit of visiting the site or reviewing the Certificate of Title and/or Land & Feature Survey and that completion of one or more of these tasks may influence our recommendations regarding the development / use potential of the land (i.e. easements or restrictions on Title).
8. We have divided our fee structure into two stages, to best represent the project stages and these are detailed on the following pages.

If you wish to engage our services and for us to commence work, the following must be completed:

- Initial each page of this Fee Proposal to confirm you have read and understood the content.
- Complete the Client Details section on page 6 of this proposal. These details will be used for contact and invoicing purposes.



Keen Planning
ABN 92 810 051 592
Suite 1, 19 William Street
Balaclava 3183 Victoria

Telephone 03 9596 9000
Facsimile 03 9596 6608
keen@keenplanning.com.au
www.keenplanning.com.au

- Pay the Project Commencement Payment (PCP) of **\$1,200.00**. Payment can be made by credit card or direct deposit, as outlined on page 6 of this proposal. The PCP will act as a deposit and will be deducted from our first invoice.
- Return this completed Fee Proposal to Keen Planning.

We look forward to working with you and assure you of excellent attention at all times. Please contact Nick by phone on 9596 9000 or by email at nickl@keenplanning.com.au if you require any further information on the services we can offer you.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nick', with a stylized flourish at the end.

Keen Planning

Stage 1 - Tasks included in the preparation and finalisation of proposal / lodgement with Council
<p>Preliminaries</p> <ul style="list-style-type: none"> • Review of the zoning and overlay controls that apply to the land. • Review of the Planning Scheme provisions affecting the land as well as Council policies for the area. • Obtain and review aerial photography of the site and surrounds. • Undertake one (1) inspection of the site and surrounds (including photographs). • Undertake a Title and Planning Certificate search for the land (if required) and undertake an initial review of the Certificates to determine if there are any restrictions applicable to the site. If there are, we can advise you on whether there are any complications. • Undertake a review of VCAT online decisions to determine if there have been any that are relevant to the proposal associated with the site or in the nearby area.
<p>Plan Development / Finalisation</p> <ul style="list-style-type: none"> • Assist you with the appointment of up to one (1) relevant sub-consultant, such as a Building Designer. • Provide guidelines to your Designer/Architect to assist with the finalisation of development plans. • Undertake up to two (2) detailed reviews of the development plans and advise on the changes / additional details required to maximise the chances of the proposal being supported.
<p>Written / Supporting Documentation</p> <ul style="list-style-type: none"> • Preparation of detailed planning report which includes an analysis of the site and surrounds and an assessment of the proposal against the Planning Policy Framework and good planning principles.
<p>Electronic Lodgement of the Application with Council</p> <ul style="list-style-type: none"> • Collate and label application documents in accordance with Councils electronic file naming requirements. • Complete the online Planning Permit application form. • Upload/lodge the application via the Council online lodgement portal.
<p>Progress reports to you.</p>
<p>Depending upon the actual tasks required to perform the services set out above, we estimate that our professional fees (excluding disbursements & GST) will be in the vicinity of \$2,400.00.</p>

Stage 2 - Tasks that may be required to be completed following the lodgement of the application with Council

- Review the information requested and / or issues raised by Council.
- Meet with the relevant planning officer to discuss the information requested / issues raised.
- Liaise with you / your Designer to determine whether changes are to be made.
- Review amending plans.
- Preparation of a letter to accompany the amended plans and respond to the Council request for further information / issues.
- Review advertising requirements and coordinate public notification.
- Obtain and review objections.
- Respond to objections.
- Obtain and review Council internal referral responses (e.g. Traffic Engineer or Arborist comments).
- Liaisons with existing sub-consultants.
- Assist with the appointment of any additional sub-consultants and review their advice / report and suggest changes if necessary.
- Preparation and presentation of the application / our case before a Council consultative meeting (meeting with objectors).
- Regular contact with Council officers seeking updates on the progress of the application.
- Lobby Council officers and / or Councillors to support the proposal.
- Preparation and presentation of the application before a Council meeting.
- Review of the Council decision.
- Progress report to you.

We note that the tasks undertaken within this stage are highly dependent upon factors beyond our control and may require us to complete some or all of the tasks listed above.

Hourly rates therefore apply, unless otherwise agreed.

Additional Tasks (and Hourly Rates as outlined in Stage 2)

If additional tasks are required to be completed which are outside the scope of works outlined above, then our fees for completing these tasks will be charged at the following hourly rates:

Director	\$340 per hour.
Senior Planner	\$165 per hour.
Town Planner	\$125 per hour.
Graduate Planner	\$100 per hour.
Planning Support	\$105 per hour.

Please note that if this project continues over an extended period, there may be a change to one or more of these rates during the course of this project.

Disbursements

We anticipate that the disbursements for this project will include photocopying, A3 plan printing, aerial photography, Title and Planning Certificate search(s), photograph printing, report printing, travel and courier fees. The costs associated with these disbursements will be charged to you as they apply and we estimate they will be in the vicinity of \$80.

Council Fees

Council Fees are not included as part of this fee agreement and will require payment as follows:

Planning Application Fee: Prior to lodgement of the application with Council, we will advise you of the applicable fee and request provision of the amount from you via direct deposit into our bank account. The required fee varies depending on the proposal type and in some cases the estimated development cost.

Other Fees: We will advise you of any other fees that are required to be paid during the application process, such as advertising and/or amendment fees. Similar to the application fee, we will request provision of the fee for us to pay on your behalf or make arrangements with you to pay this fee directly to Council.

Metropolitan Planning Levy

The Metropolitan Planning Levy (MPL) applies to planning permit applications with an estimated development cost in excess of the threshold amount determined for that financial year; 2020-2021 threshold amount is \$1,093,000.00.

The MPL is charged at a rate of \$1.30 for every \$1,000 of the estimated cost of the development and is not included as part of this Fee Agreement.

Should the Levy apply to this project, we will advise you of the chargeable amount and provide details for you to pay this directly to the State Revenue Office by direct deposit.

This Levy must be paid prior to lodgement of an application with Council and is in addition to the Council Planning Application Fees. We note that the MPL is non-refundable, even if you do not obtain the planning permit or do not go ahead with the project once a permit is obtained.

Sub-Consultant Fees

We advise that fee agreements and payments for the services of Sub-Consultants are separate to this Fee Proposal and you will be required to pay those fees in accordance with the terms and conditions of the relevant party.

Invoicing

In relation to our invoicing, we note the following:

- The Project Commencement Payment (PCP) acts as your deposit for the project and will be deducted from your first invoice.
- We typically invoice you immediately following the lodgement of the Planning Permit Application, which is the end of Stage 1 (outlined above).
- Following your first invoice, we generally provide monthly progress invoices to you. These invoices will relate to tasks associated with Stage 2 of this Fee Proposal and are provided during the following month for the month prior.
- Our payment terms are strictly 14 days and we reserve the right to stop working on your project if money is outstanding 14 days after the date that payment was due.



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 Balaclava 3183 Victoria

Telephone 03 9596 9000
 Facsimile 03 9596 6608
 keen@keenplanning.com.au
 www.keenplanning.com.au

Project Summary

Project Address 253 Esplanade, Brighton	Project Type PPA: Construction of a Driveway
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Project Budget Summary

Stage 1 Budget: \$2,400 (Estimate)	Stage 2 Budget: Hourly Rates Apply.
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Please note that this fee proposal is valid for 30 days from the issue date.

Client Details (To be completed by the client upon appointment)

Name:	Company (if Applicable):
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Postal Address:

Mobile Phone:	Business/Home Phone:
---------------	----------------------

Email Address:

Preferred Contact Method (please circle):	EMAIL / MOBILE / OTHER
---	------------------------------

I / We have read, understood and accept these terms (including the terms and conditions attached) and have initialled each page.	YES / NO <i>(Please circle)</i>
--	------------------------------------

I / We give permission for Keen Planning to place a temporary promotional sign (60cm x 40cm) on the site during construction. The sign states 'Another planning permit by Keen Planning'.	YES / NO <i>(Please circle)</i>
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I / We have paid the Project Commencement Payment (PCP) of **\$1,200.00** as follows:

By cheque, which is enclosed.

By direct deposit into the Keen Planning Bank Account.

Account: **Keen Planning Pty Ltd**
 BSB Number: **013-225**
 Account Number: **493850512**
 Reference: **strap21042**

Date Deposited:

By Debit / Credit Card, for which I authorise Keen Planning to process. *(American Express & Diners Not Accepted)*

Name on Card: Card Type:

Card Number: Expiry Date:

Client Authorisation & Date:
 (Signature Required)

Please circle the preferred method for receiving your Invoice.	POST / EMAIL
---	--------------

How Did You Hear About Keen Planning? (Please Circle)

Google	Work Site Signage	Previous Client	Designer / Architect	Friend
If you heard about Keen Planning from someone, please advise who it was:				

Client Commitment Statement

To facilitate the speedy progress to your project, Keen Planning has developed a set of general guidelines that assist with providing for optimum results.

What you can expect from Keen Planning

- Once appointed we will advise you which of our planners will be responsible for your project and establish the best way to communicate with you/keep you informed of progress.
- We will always act with honesty and integrity and keep you informed of developments / strategies.
- We will return your phone calls and respond to your emails promptly / generally within 24 hours.
- We will document the progress of your project including file notes of all conversations with council officers, sub-consultants and others involved in your project.
- We will seek your prior approval for any sub-consultants and experts that may be necessary to support the project.
- We will seek the in principle support from the relevant Council planners at the earliest opportunity.
- Our agreed estimated budget is based on an estimate of time required to complete the identified tasks.
- We will only charge for the time we spend working on the project, so if an allocated task takes less time to complete there will be a cost saving passed onto you, similarly if a task takes longer to complete or added tasks are required, there may be additional costs.

What we expect from you – the client

To ensure that we are able to obtain the best results for you, we request your assistance with the following:

- If you have any concerns or issues with how the project is running, we request you will raise them with our office at the earliest opportunity.
- To make available all background information required to enable the project to proceed and to facilitate our access to the site as soon as possible.
- To provide for the timely appointment of required sub-consultants and experts.
- To help ensure the project runs smoothly, we suggest that we manage the liaisons with Council and request that you don't contact council unless this is agreed to by your planner.
- Open and honest communication particularly in any changes to circumstances which may influence the course of the project.
- Prompt return of our calls and response to our emails.
- That you have an understanding of the project stages and costs associated with each stage.
- That you understand that our payment terms are 14 days from the date of invoice and we reserve the right to stop working on your project if money remains outstanding 14 days from the date that payment was due.
- During Stage 1, if your project is inactive/on hold or we do not hear from you over a period of three (3) months or more, we reserve the right to issue you with a progress invoice for tasks completed to date.
- Should there be any issues with paying your invoices on time or have a particular query or issue with an invoice, we request that you liaise with us at your earliest opportunity.

Office Use Only			
Deposit Received	Contract Complete	Client Commitment Statement	Payment Processed
YES / NO	YES / NO	Date:	Date:

Terms and Conditions: Keen Planning ("We", "Us", "Our" or "KP") and the Client ("You" and "Your")	
<p>1. Terms of Agreement</p> <p>1.1 This Agreement sets out the terms on which we will carry out the work described above and the fees and expenses which You will have to pay. Even if You do not sign and return a copy of this Agreement, we will treat the terms and conditions as having been accepted by You if You continue to use Our services.</p> <p>1.2 Subject to clause 1.3, we may vary this Agreement by written notice to you and the varied terms will take effect at the time we provide written notice.</p> <p>1.3 If You are a Consumer or this Agreement is deemed to be a Small Business Contract, the variation will take effect 7 days after we provide written notice of the variation, unless you advise us that you do not accept the variation before that time. For the purpose of this clause, the terms "Consumer" and "Small Business Contract" have the meanings given to them in the Competition and Consumer Act 2010 (Cth).</p> <p>2. Fees</p> <p>2.1 Our fees are estimated based on the number of tasks required, the estimated time taken for these tasks to be completed and the applicable hourly rates of the individual performing the work. These estimates may be influenced by numerous external factors outside Our control (objectors, Council policy/position and the nature of the proposal). We will endeavour to inform You if We are reaching the limit of Our estimate and may seek Your approval for additional costs. Please note that this is not always practical and urgent work may not allow the opportunity to seek approval.</p> <p>2.2 We may amend the hourly rates each financial year by an amount which is no more than 10% more than the hourly rates applicable in the previous financial year. The hourly rate applying to specific individuals performing the work may change from time to time during the term of this Agreement.</p> <p>3. Goods and Services Tax</p> <p>Our fees are exclusive of goods and services tax (GST). The GST rate is currently 10%, and if that rate changes, the total payable by You will vary accordingly. You will also have to pay GST on Our expenses in most cases.</p> <p>4. Billing Arrangements</p> <p>We will at Our discretion send You a tax invoice for fees and expenses:-</p> <ul style="list-style-type: none"> • On a monthly basis, and/or • At the completion of a stage or the end of a matter. <p>We may ask You to pay to Us amounts in advance, or to provide security, to cover payment of fees and expenses, including the fees and expenses of any other person (such as a sub-consultant) that You may require Us to engage on Your behalf to provide services to You.</p> <p>5. Engagement of Another Professional</p> <p>It may be necessary for Us to engage, on Your behalf, and with Your consent, the services of another professional, for example, a sub-consultant, to provide specialist advice or services. We will consult You as to the terms of that professional's engagement, and You may be asked to enter into a fee agreement directly with the other professional (Third Party). If We engage a Third Party on your behalf, you indemnify Us in relation to all costs, liabilities and expenses incurred by Us in relation to the appointment and use of the services of the Third Party.</p> <p>6. Payment, Interest and Costs</p> <p>6.1 Payment is due on or prior to fourteen (14) days from the date of each tax invoice. We reserve the right to charge interest at a rate equivalent to two percent (2%) above the rate of interest fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 calculated daily from the date payment is due until the date payment is received.</p> <p>6.2 We can set-off against any money owing to you amounts owed to us by you on any account whatsoever.</p> <p>6.3 Any payments received from you on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs, and then to principal.</p> <p>6.4 You are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by Us for enforcement of obligations and recovery of monies due from You to Us.</p> <p>7. Project Timing</p> <p>Any times quoted for completion of the project are estimates only and We shall not be held liable for failure to complete, or for delay in completion. You shall not be relieved of any obligation to accept or pay for services, by reason of any delay in completion. We reserve the right to stop supply of services at any time if You fail to comply with these Terms and Conditions.</p> <p>8. Property in Documents</p> <p>Until full payment has been made for all services, and any other sums in any way outstanding from You to Us from time to time:-</p> <p>8.1 All sums outstanding become immediately due and payable by You to Us if You make default in paying any other sums due to Us, become bankrupt, or commit any act of bankruptcy, compound with Your creditors, have judgment entered against You in any court or, being a company, have a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding</p>	

the provisions of any other clause in this Agreement.

- 8.2 Property in all documents, reports or any other materials prepared by or on behalf of Us ("documents") shall not pass to You and You shall hold the documents as bailee for Us (returning the same and all copies to Us on request).
- 8.3 We are irrevocably authorised to enter any premises where the documents are kept, and to use Your name and to act on Your behalf, if necessary, to recover possession of the documents and all copies.
- 8.4 In addition to any lien to which We may, by statute or otherwise, be entitled, we shall in the event of Your insolvency, bankruptcy or winding up, be entitled to a general lien over all property or goods belonging to You in Our possession (although all or some of such property or goods may have been paid) for the unpaid price of any goods sold or delivered to You under this or any other contract.

9. Cancellations

You may terminate this Agreement in writing at any time. If You do so You will pay Our fees and expenses incurred up to the time of termination. We may terminate this Agreement if You:-

- Do not pay Our accounts within fourteen (14) days of the date due for payment.
- Do not provide Us with adequate instructions within a reasonable time of Us requesting them, or
- Indicate to Us that You would prefer the matter dealt with in a way contrary to Our recommendations.

We will give You at least seven (7) days notice of Our intention to terminate this Agreement (other than in relation to non payment of Our accounts where we may terminate immediately), and of the grounds on which the notice is based. You will be required to pay Our fees for work done, and for expenses incurred, up to the date of termination and any costs incurred in ceasing to act for You.

10. Who may give Us instructions

Unless You notify Us otherwise in writing:-

- Where there are more than one of You, We may take instructions from any one of You.
- If You are a company, We may take instructions from any person who acts as though he/she has authority to give instructions.

11. Notification

You must notify Us in writing within seven (7) days of:-

- 11.1 Any alteration of Your name or ownership of Your business.
- 11.2 The issue of any legal proceedings against You.
- 11.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to You.
- 11.4 Any change in the ownership of Your business name. You agree that You shall be liable to Us for all services supplied to the new owner by Us until notice of any such change is received.

12. Warranties

No warranties except those implied and which cannot be excluded by law are given by Us in respect of services supplied. Where it is lawful to do so, Our liability for a breach of a condition or warranty is limited to the supplying of the services again or the payment of the cost of having the services supplied again, as determined by Us.

13. Privacy Act 1988 (Cth)

You authorise Us:-

- 13.1 To obtain from a credit reporting agency a credit report containing personal information about You and Your guarantors pursuant to the Privacy Act; and
- 13.2 To obtain a report from a credit reporting agency and other information in relation to Your commercial credit activities; and
- 13.3 To give to a credit reporting agency/body information including identity particulars and application details.
- 13.4 You authorise us to give to and obtain from any credit provider named in the accompanying Credit Application and credit providers that may be named in a credit report issued by a credit reporting agency/body information about your credit arrangements. You understand that this information can include any information about your credit worthiness.
- 13.5 You understand that information can be used for the purposes of assessing Your application for credit, assisting You to avoid defaulting on Your credit obligations, assessing Your credit worthiness and notifying other credit providers and credit reporting agencies of a default by You under these Terms.

14. Force Majeure

We shall be released from our obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the services impossible, where all money due to Us shall be paid immediately and, unless prohibited by law, We may elect to terminate the Agreement.

15. Equitable Charge

You as beneficial owner and/or registered proprietor now charge in favour of Us all of your estate and interest in any real property (including but not limited to any applicable land owned by you and, if applicable, land described as the your Project Address in the Project Summary) ('Land') to secure payment of accounts rendered by Us to You for the delivery and/or supply of the services including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Us and including the costs to prepare and lodge a caveat against the Land and to remove the caveat.

16. Failure to Act

Our failure to enforce or insist upon the timely performance of any term, condition, covenant or provision in this Agreement, or our failure to exercise any right or remedy available under this Agreement or at law, or our failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any extension of creditor forbearance under this Agreement shall not constitute a waiver of any subsequent default or a waiver of Our right to demand timely payment of future obligations or strict compliance with this Agreement.

17. Legal Construction

- 17.1 This Agreement shall be governed by and interpreted according to the laws of Victoria and the parties consent and submit to the jurisdiction of the Courts of Victoria.
- 17.2 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Agreement shall continue in full force and effect.

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 Phone 96891000 Fax 96891002
 Mobile 0409432241
 hydro@farrengroup.com.au
 www.farengroup.com.au

Date: 26/03/2021
 QUOTE Q2119

TO
 Phill
 Royal Brighton YC
 Brighton

Quoted by	Job	Payment Terms	Due Date
Peter Bailey	Hydrographic survey Outside the breawater at Brighton Marina		

Qty	Description	Unit Price	Line Total
1	Carry out a hydrographic survey outside the Marina breakwater	\$1,550.00	\$1,550.00
1	Contoured drawing with depth text to Chart Datum PPB		\$350.00
50	km travel .	\$1.15	\$57.50
		Subtotal	\$1,957.50
		GST	\$195.75
		Total	\$2,153.25

See our specification attached

Bathymetric survey specification

Bathymetric survey equipment is the Hypack data measurement and recording system, which provides full bathymetric standard survey measurement, including real time heave calculations that will exceed the requirements of IHO S-44 ED 6.0.0 Order 1a specification.

This equipment is specifically designed for use in shallow water and can measure depths to as little as 0.6m below the surface.

All standard checks of equipment performance, as specified by IHO S44 will be applied and recorded during the course of field operations.

Data reduction for tide will be provided by the Hypack system which provides for the quality assurance of the data by software routines that allow the verification of the horizontal and vertical recorded measurements.

Horizontal accuracy of the NKGPS is +/-0.025m.

Vertical accuracy of the 200 KHz transducer at 8 degrees beam width is +/- 0.05m. 36 Sounding per second

The data set generated creates a seamless digital terrain model so contours and volumes can be calculated.

Real time guidance is used to maintain design line spacing.

Survey systems have been designed to provide the surveyor with the maximum level of safety possible.

The Surveyor gathers all the required data while remaining seated. At no stage during the data gathering operations is the operator required to lean out of the vessel to collect the shot.

The vessel is Transport Safety Victoria Registered and will be operated by a qualified Coxswain.

Farren Group carries and maintains Professional Indemnity insurance to \$1,000,000 and Public Liability Insurance of \$10,000,000.

Peter Bailey.
Hydrographic Consultant
Farren Group

Proposed pricing changes for hardstand

LOA (m)	Hardstand Fee	Maintenance Fee	Hardstand + Maintenance
2.4mR	\$500	\$100	\$600
< 7m	\$2100	\$210	\$2310
7m – 9m	\$2800	\$385	\$3285
9m – 10m	\$3000	\$485	\$3485
> 10m	\$3100	\$500	\$3600

SYC hardstand prices

Hardstand by feet	Quarterly Hardstand Rent inc. GST	Annual Hardstand Rent inc. GST
22	\$579.58	\$2318.32
23	\$605.90	\$2423.60
24	\$632.27	\$2529.08
25	\$658.59	\$2634.36
26	\$684.97	\$2739.88
30	\$790.30	\$3161.20
33	\$869.37	\$3477.48
35	\$922.06	\$3688.24



ROYAL BRIGHTON YACHT CLUB INC.
A.B.N. 24 768 210 467
253 THE ESPLANADE
MIDDLE BRIGHTON, VIC 3186
Middle Brighton, 3186
Telephone: 9592 3092
Facsimile: 9592 9633

ROYAL BRIGHTON YACHT CLUB INC.

Pen Rates valid until 30.06.2021

Length overall in Metres	CASUAL RATES			ANNUAL RATES		
	Daily	Weekly	Monthly	Senior Members Only		
	Member and Non Member Rates			Pen Fee	Maintenance Fee	Pen + Maintenance
8 M Berth	N/A	N/A	N/A	\$4,982	\$594	\$5,576
9 M Berth	N/A	N/A	N/A	\$5,351	\$638	\$5,989
10 M Berth	\$40	\$210	\$735	\$5,720	\$682	\$6,402
12 M Berth	\$45	\$225	\$800	\$7,196	\$858	\$8,054
13M Berth	\$50	\$250	\$900	\$7,565	\$902	\$8,467
15 M Berth	\$60	\$300	\$1,050	\$9,041	\$1,078	\$10,119
18 M Berth	\$80	\$400	\$1,400	\$10,701	\$1,276	\$11,977
Over 18M	TBA	TBA	TBA	\$10,701+ \$600per/Mtr	\$1,276	\$11,977 + \$600 per/Mtr
Hardstand	n/a	n/a	\$400	\$3,000	\$485	\$3,485

Extra Information

All fees include GST, are non-refundable and are payable in advance.

* Annual lease from 1st January 2020 – 31st December 2020

* Fees are pro-rata from start date.

Services & Facilities

- Modern 235 pen floating marina
- Power and water to all pens
- Yacht sales
- Mast hoist
- Excellent Club & Member facilities
- Active sailing calendar and events
- Sailing programs for all levels
- Members lounge and bar
- Olympic Bar & Restaurant
- Cruising group



Royal Brighton Yacht Club

253 Esplanade, Middle Brighton
t: 9592 3092 w: www.rbyc.org.au

The Sailors' Club



Commodores Meeting RMYS 26th February 2021

Present: Sean Hagen YV- AS

Meaghan Densley YV- AS

Garry Anderson – SYC

Doug Shields -RYCV

Collin Orchard – HBYC

Greg Marino – RMYS

Greg Martin – Mornington Yacht Club

- Generally membership up. Caution when travel returns will membership hold?
- Sailing Twilights participation up Saturdays softer. Range series falling. Combined events work. Royals – HBYC HBYC – RMYS
- Self inflating lifejackets coming
- All Club huge frustration with Parks Victoria. Leases. RYCV got 65 years clubhouse and seabed. Cannot develop because of the surge and swell from ferries and ships.
- Other Leases just not done.
- SYC got the dredging to meet the Laser worlds.
- SYC – Asset software working very well. Will get details.
- Catering RMYS Outsource catering Food & Desire \$400k Plus Clubhouse investment
- SYC Inhouse closed to public currently dropped \$4M turnover. Member priority.
- Merger of YV into AS. Proceeding slowly.
- Long discussion from Clubs over value of YV AS to Clubs. Not explained to Club grass roots members.
- Focus coming for AS to concentrate on programs to help Clubs grow members. Move away from Elite Olympic focus. Confirmed by Sarah Ogilvy. Pathways for sailors to stay in the sport for life.