

**Colac Otway
SHIRE**

AGENDA

**ORDINARY COUNCIL MEETING
OF THE
COLAC-OTWAY SHIRE
COUNCIL**

22 JULY 2009

at 3.00 pm

**COPACC Meeting Room
Rae Street, Colac**

An audio recording of this meeting is being made for the purpose of verifying the accuracy of the minutes of the meeting. In some circumstances the recording may be disclosed, such as where Council is compelled to do so by court order, warrant, subpoena or by any other law, such as the Freedom of Information Act 1982.'

COLAC-OTWAY SHIRE COUNCIL MEETING

22 JULY 2009

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NOTICE is hereby given that the next **ORDINARY COUNCIL MEETING OF THE COLAC-OTWAY SHIRE COUNCIL** will be held in the COPACC Meeting Room, Rae Street, Colac on 22 July 2009 at 3.00 pm.

AGENDA

1. OPENING PRAYER

Almighty God, we seek your blessing and guidance in our deliberations on behalf of the people of the Colac Otway Shire. Enable this Council's decisions to be those that contribute to the true welfare and betterment of our community.

AMEN

2. PRESENT

3. APOLOGIES

4. MAYORAL STATEMENT

Colac Otway Shire acknowledges the original custodians and law makers of this land, their elders past and present and welcomes any descendents here today.

Colac Otway Shire encourages active community input and participation in Council decisions. Council meetings provide one of these opportunities as members of the community may ask questions to Council either verbally at the meeting or in writing.

Questions made in writing will be addressed if received within two days of the Council meeting. Please note that some questions may not be able to be answered at the meeting, these questions will be taken on notice. Council meetings also enable Councillors to debate matters prior to decisions being taken.

I ask that we all show respect to each other and respect for the office of an elected representative.

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Thank you, now question time. 30 minutes is allowed for question time.

1. Questions received in writing prior to the meeting
2. Questions from the floor

5. QUESTION TIME

6. DECLARATION OF INTEREST

7. CONFIRMATION OF MINUTES

- Ordinary Meeting of the Colac-Otway Shire Council held on the 24/06/09.

Recommendation

That Council confirm the above minutes.

- Special Meeting of the Colac-Otway Shire Council held on the 08/07/09.

Recommendation

That Council confirm the above minutes.

- Meeting of the Roads Committee held on 3 June 2009.

Recommendation

That Council confirm the above minutes.

OFFICERS' REPORTS

Chief Executive Officer

OM092207-1 CEO'S PROGRESS REPORT TO COUNCIL

Corporate and Community Services

OM092207-2 COLAC AND DISTRICT FOOTBALL UMPIRES ASSOCIATION INC.
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Infrastructure

OM092207-7 ROAD SAFETY STRATEGY
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Sustainable Planning and Development

OM092207-10 ECONOMIC DEVELOPMENT ACTION AGENDA 2009-2013

GENERAL BUSINESS

OM092207-11 General Business

- OM092207-11.1 ITEM FOR SIGNING AND SEALING – INSTRUMENT OF AGREEMENT – CONTRACT 0905 RECYCLING MATERIALS RECEIVAL AND PROCESSING (T07/02) – BARWON REGIONAL WASTE MANAGEMENT GROUP TENDER
- OM092207-11.2 ITEM FOR SIGNING & SEALING - FUNDING AGREEMENT FOR THE WIDENING OF IRREWILLIPE ROAD
- OM092207-11.3 ITEM FOR SIGNING AND SEALING - 105 BELVERDERE DRIVE ELLIMINYT, PP279/05, S9/0.
- OM092207-11.4 ITEM FOR SIGNING AND SEALING - 25 BOUNDARY HILL ROAD, YEODENE, PP437/04.

Rob Small
Chief Executive Officer

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CONSENT CALENDAR

OFFICERS' REPORT

D = Discussion
W = Withdrawal

| ITEM | D | W |
|--|---|---|
| <p><u>CHIEF EXECUTIVE OFFICER</u></p> <p><u>OM092207-1 CEO'S PROGRESS REPORT TO COUNCIL</u></p> <p>Department: Executive</p> <p><u>Recommendation(s)</u></p> <p><i>That Council receives the CEO's Progress Report to Council for information.</i></p> | | |

Recommendation

That recommendations to items listed in the Consent Calendar, with the exception of items, be adopted.

MOVED

SECONDED

OM092207-1 CEO'S PROGRESS REPORT TO COUNCIL

| | | | |
|-------------|-----------|-----------|-----------|
| AUTHOR: | Rob Small | ENDORSED: | Rob Small |
| DEPARTMENT: | Executive | FILE REF: | GEN00460 |

EXECUTIVE**Emergency Management**

Emergency management and wildfire preparedness in particular has received significant focus this month. Our own level of preparedness is reliant on the actions of other agencies. Staff have continued their discussions with key agencies, while the CEO met representatives of Parks Victoria, and has received staff briefings.

Regional Strategic Plans

The development of Regional Strategic plans has been progressing at some pace with both Great South Coast Council's and G21 Council's submitting key strategic issues. Copies of both submissions have been supplied independently to Councillors. These subregional pieces will form part of a State wide strategic plan for Victoria.

The CEO, Mayor and Councillors Executive Officer role has been filled. Rhonda Diegan will commence in this role from 27 July.

The CEO has commenced a practice of working one day per fortnight in the Apollo Bay office in order to establish a Shire presence and to enable Council to deal with local issues more efficiently at the Bay.

The CEO, Mayor, Deputy Mayor and Councillors met with Darren Cheeseman to discuss the Governments Fiscal Stimulation money and general issues.

CORPORATE AND COMMUNITY SERVICES**Corangamite Regional Library Corporation (CRLC)**

The CRLC Board met on 25 June 2009. The main items on the agenda were the approval of the Library Plan 2009/10 to 2012/13 and the Budget for 2009/10 following a public submission process. No submissions were received.

Performance Audit of Tendering Practices in Local Government

Council has been advised by the Victorian Auditor-General's office that it is one of the Councils that has been selected for the Performance Audit.

Audit Objective and Sub-objectives

The overall objective of the audit is to examine whether policies, guidelines and procedures for tendering and contracting are adequate, have been complied with, and have resulted in value for money. Specifically, the audit will assess, at a selection of Councils, whether:

- acceptable probity standards have been set and applied;
- legislation and Councils policies and procedures have been complied with;
- appropriate processes and criteria for assessing value for money have been developed and adhered to.

Audit Scope

The broad scope audit will examine a number of tenders and contracts at selected Councils for compliance with the Act and good practice. The role of Councils and LGV in monitoring compliance and facilitating procurement capability and mitigate issues identified by the Ombudsman and Inspector of Municipal Administration.

Proposed Tabling Date

The audit is scheduled for tabling in March 2010.

Aged & Disability Services

Environment Victoria: Eco Wise.

The Partnership continues with Environment Victoria. The Project is in the final stages of client workshops and staff in-home Eco-Wise client assessments. The collection from the assessment information will be collated to identify specific needs in the home that can be improved, and supported through our Home Maintenance Department.

Personal Care Protocols for the Barwon region. Ongoing

The review of the Personal Care Protocols are at the draft 3 stage. Discussion with the Barwon South Western Region has been positive in regards to the Personal Care Protocols, but Medication procedures is an issue for a number of councils.

The next Barwon South Western Regional Alliance Meeting will dedicate this meeting to resolve concerns in regards to the medication procedure. Colac Otway Shire's medication policies, procedures and work instructions are the models that are being viewed to implement for the region.

Training.

The past month, five community care workers completed a Sensory/ Vision Loss training program that will enhance skills working with our visually impaired clients.

Future Training:

Over the next two months, three training programs will be available for Coordinator/ Assessment staff.

Elder Abuse Victorian Government Elder Abuse Prevention Strategy, The Flinders Model of Health Chronic Disease Self Management Training and Active Client Active Choices for Managers and Assessment Officers.

Community Safety and Inclusion Partnership Project:

A meeting has taken place to discuss multi-agency approach to emergency management planning and to effectively engage with vulnerable communities/ individuals in regards to fire and other emergencies. This meeting was specific to Aged people and people with disabilities and other vulnerable people within the community, e.g people with mental health. The A&DS Unit is one part of an overall strategic plan for agencies and will be represented on Partnership Projects by the Manager Health & Community Services.

Transport Connections

On 1 July 2009, the **Apollo Bay-Colac Wednesday bus** brought a full load of bus travellers to Colac. Operating one day a week until 30 June 2010, it is the second transport service initiated by the Transport Connections Project.

The bus service connects to V/Line, Colac Transit bus and Legacy to offer medical, social, retail and leisure activities identified through 3 community workshops at Forrest Neighbourhood House and Otway Health in 2009. The Kanyana Senior Centre offers an all-weather rest stop in Colac with cuppa and toilet facilities. Otway Health has organised volunteer *bus buddies* to assist with travel.

Operating between Apollo Bay and Colac via Forrest and Barwon Downs as a *use it or lose it* trial, if this service attracts sufficient users it could become a regular fixture in Victoria's public transport system, like the first Transport Connections trial.

Colac-Lorne summer bus.

The Department of Transport is in the process of reviewing this service with a view to operating again for a longer time this summer - it is envisaged the service will again commence on 21 December 2009. It is hoped to be in a position to issue a media release in August 2009 with full details of the service, if we are successful in finding an operator.

Health

Council's food safety officer gave a presentation on food safety and correct food handling procedures to 25 of the 60 Meals On Wheels Volunteers in aged care. The talk was very well received and will address the rest of the volunteers in due course.

The Environmental Health Coordinator attended a G21 health subcommittee meeting to discuss responses to the identified priorities of Mental Health / Wellbeing and Physical Fitness for the G21 region. The priorities will form the basis for future funding applications.

RECREATION

Capital Works Projects – Recreation Facility Improvements

Through funding secured from Sport and Recreation Victoria the following projects will be undertaken over the 2009/2010 financial year;

- Eastern Reserve Netball Court Development
- Lake Colac Oval Redevelopment
- Forrest Netball Court Redevelopment
- Birregurra Bowls Club Synthetic Surface Installation

Project working groups have been established for each of these projects including representatives from the Clubs/Associations and Council Officers. The initial meetings for each of these groups have included scoping the project works, establishing funding agreements and defining project timelines.

Council Community Grants

The Civic Reception for successful applicants under the Council Community Grants Funding Program was held Monday 20 July at COPACC. Following a review of the Funding program, some minor changes have been introduced this year which will affect the method of distributing funding. Applicants who have compliance requirements associated with their projects must ensure that compliance issues are met prior to receiving their funding cheque.

Leisure Networks Partnership and Club Network

The next proposed Club Network meeting is planned for Wednesday 29 July at COPACC and will focus on the relationship between local Clubs and the media. Topics included as part of this session feature: how to attract media attention/interest for those sports/clubs that are not football based identifying what are media worthy stories and what is deemed a good photo opportunity. Clubs will also be informed how they can "use" the media to promote good news stories and what they have to offer etc. Sporting Clubs are encouraged to attend these meetings.

Birregurra Skate Park

Council have received formal notification from the Birregurra Community Group to undertake in-kind works associated with skate park construction and is awaiting formalisation from the Birregurra Lions Club outlining their commitment to funding additional expenses to allow project commencement and completion. The tender evaluation and appointment of the contractor is to be completed over the coming weeks.

Multi-purpose sports field project

The sports field redevelopment work and maintenance period is complete. Lighting has also been installed.

Beechy Precinct

The concrete slab for the Joint Use Library is currently being laid with all services provided to the site. Construction of the remainder elements for Stage 2 including the classrooms and administration wing has commenced. The Project Construction Group currently meets fortnightly on site and is provided with updates and future activities with regard to the construction development.

The Joint Use Library Operations Reference Group will meet over the coming week to identify the operational needs of the facility and the necessary works required acknowledging the Joint Use Library is to be operational May 2010.

The Beechy Precinct Communications Reference Group meets monthly with the purpose of developing regular communications pertaining to the Precinct development. This Reference Group has commenced with the development of a strategic action plan which identified key stakeholders and options. The branding and signage of the Joint Use Library have been identified as the key priorities acknowledging the construction timelines.

Representatives from Deakin University and the Colac School Clusters Committee will attend the next Beechy Precinct Management Group meeting to discuss training and partnership opportunities for the Colac Otway region.

A project brief for the Enhanced Library Services project has been forwarded to project consultants seeking submissions. This project is to be completed by November 2009 and will review the library service needs for Colac acknowledging the provision of the Joint Use Library to be located in Queen Street Colac.

EVENTS**Events - Make them your Business Project**

The Colac Otway Shire obtained funding support under the Rural Economic Development Opportunities Fund, a Small Towns Victoria Program initiative funded by Regional Development Victoria for the "Events – Make them your Business!" project.

The goals of the project are to:

- Equip business and community groups with information and skills to maximise the impact of events taking place across the municipality.
- Identify ways local businesses and groups can take advantage of the economic, marketing and public relation opportunities afforded by events.
- Specific outcomes: training/information for businesses/community groups; a kit bag of information for businesses and community groups; tools for event organisers to help maximise outcomes.

Workshops were conducted throughout March and April in Birregurra, Colac and Apollo Bay to gather community input to the project from business groups, community groups/service clubs and event organisers. Case studies have been developed based on information gathered from regional and rural events on how to successfully engage local businesses and community organisations in supporting events. A marketing based plan to assist businesses/community groups to leverage off events will be developed. Two forums are proposed to be held in September in Apollo Bay and Colac for businesses, community groups and event organisers. The Forums will provide additional training, networking opportunities and a presentation by a guest speaker.

E Team meetings – July

The June E Team meeting was held on the 14 July to debrief the following events:

- Otway Soup Fest held on 8 June 2009,
- Duck Drop Derby held on 17 May 2009,
- Great Ocean Road Marathon held on the weekend of 16 and 17 May 2009,
- Birregurra Celtic Celebration held on the weekend of 22 and 24 May 2009.
- Preliminary discussions for the Great Victorian Bike Ride held within the Shire between 2 and 4 December 2009.

FReeZA

FReeZA (Lac & Co Productions) held their third event for the year at the Colac Botanic Café on Thursday 2 July exhibiting 45 pieces of art and photography with approximately 50 young people attending. Work has begun on the production of Battle of the Bands to be staged on 28 August 2009 with band applications open until Friday 17 July.

Festival and Events Support Scheme

The 2009/10 Festival and Events Support Scheme advised 14 applicants on their successful grant applications on 25 June 2009. Several new events will receive Shire funding including the Colac Country Music Festival to be held 21 February 2010, Heritage Festival to be held on the weekend of 6 and 7 January 2010 and World Refugee Day to be conducted on 20 June 2010.

Forrest 6 Hour Mountain Bike Race conducted on 5 June 2009

More than 350 competitors across all categories embarked on the fast, non-technical track, designed to appeal to everyone from the elite to the average competitor. The rain held off to ensure the course delivered an exciting showcase. The Forrest Guesthouse and local hotel were extremely busy as a result with another bike ride bringing hundreds of competitors, supporters and visitors to the Otway town.

Upcoming Events

Events which will be held throughout Colac Otway in August include:

- World Scout Day 1 August 2009
- FReeZA Central Workshop 11 August 2009
- Battle of the Bands 28 August 2009
- Colac Cycling Club South West Series 29 August 2009.

BLUEWATER FITNESS CENTRE

Bluewater Fitness Centre Stadium Improvement Works have commenced with replacement of roofing and spouting being undertaken by a local plumber and are being funded through Federal Government. Construction fencing has been erected and 1,500 sq meters of iron has been delivered on site.

These works also consist of the removal of existing iron and replacing with zinc sheets covering areas from the Centre's Reception area through to the Dry Program Room. New sky lights will be installed replacing existing damaged skylights. There are 3 other stages

that are involved in the stadium improvement project which will also roll out in the coming months.

Darren Cheesman MP visited Bluewater Fitness Centre to see the progress of the above works.

Bluewater Fitness Centre will commence the Term 3 Learn to Swim program on 13 July 2009. Participants in the program have had an added incentive enrolling in the program this term with a ten visit swim pass provided to improve their skills outside of the program.

This term will see the return of the Adult Swimming Squad and the Centre with fresh new staff taking charge of the program and Aqua Aerobics will return after a two week break.

A new partnership program is being considered with Leisure Networks, Colac Basketball Association and the Colac Otway Soccer Association. This proposed program will provide people with disabilities the opportunity to participate in the respective sports over a 6-10 week period based at Bluewater Fitness Centre.

Youth Council

On Monday 22 June a community meeting was held at the Colac Skate Park. This meeting was held to discuss with interested youth, the Youth Council's proposal for the painting of the Skate Park. The meeting was attended by about 30 young community members who were all supportive of the ideas proposed by Youth Council. Youth Council are currently in the process of gaining quotes from artists to work on the project over the coming months.

COPACC

The six-day residency of the "*Footsteps from the Roof of the World*" Australian Tour 2009, which showcased Tibetan culture, traditions and the creation of a sand mandala was embraced by people of the Colac Otway Shire and beyond. Almost 2,000 people attended the Civic Hall event, with more than 630 children attending education workshops in conjunction with the cultural event. Around 250 people attended the dissolution ceremony when the mandala, created by four Tibetan Buddhist monks over six days, was swept up and returned to nature. The event attracted print media and television coverage.

The Shrine of Remembrance exhibition which has been in the COPACC foyer for the past six weeks has also been a popular success. More than 250 school children attended education Remembrance Box workshops at COPACC offered by Shrine staff and the Colac RSL president Reg O'Reilly. The event received print media and television coverage.

COPACC's Morning Music program the Rodgers and Hammerstein Songbook in June attracted a near sell-out crowd.

COPACC's July school holiday program was well subscribed with 66 children attending the drama improvisation and create a dinosaur workshops.

INFRASTRUCTURE AND SERVICES

GENERAL

Officers are in the process of reviewing tender and quotation policies, procedures and standard documentation to ensure that the Council is following Best Practice in the industry. This process will require a significant amount of work over the coming months, but will ensure that the Council systems minimise risk to Council's future operations.

Officers are also reviewing the development of reporting and management systems to assist with preparation of the 2010/2011 budget, Capital Works evaluation, prioritisation and reporting. This includes the establishment of more detailed management and reporting system for the current financial year.

Officers have also been heavily involved with the establishment of new accounting standards and reporting systems as part of the new Civica financial system. The establishing of higher levels of reporting will assist Officers to manage and more accurately report on their various areas of responsibility.

CAPITAL WORKS

Special Charge Schemes Update

Pound Road, Colac

Road Construction

Civil works have reached practical completion, with the road being sealed at the end of June 2009. Once all final invoices are received and processed, a scheme finalisation report will be forwarded to Council and invoices will be forwarded to residents.

It is anticipated a report for the finalisation of the scheme will be presented to the August 2009 Council Meeting.

Sinclair Street South, Elliminyt

Road Construction

Council Officers are in the process of communicating with the residents along Sinclair Street South for the full length between Pound Road and Irrewillipe Road to progress the Special Charge Scheme. It is anticipated that the scheme process will continue with a report to be presented to the August Council Meeting for an intention to declare a Special Charge Scheme for the construction of the unsealed section of Sinclair Street South, between Pound Road and Irrewillipe Road.

ASSET DEPARTMENT

Routine Road and Footpath Inspections

Inspections of specific areas of footpath within Colac were completed during June. Minimal number of defects were identified.

Access roads in the rural localities of Weering, Cressy, Eurack, and Beeac were inspected during late June. A small number of defects/hazards were identified. These generally related to missing guideposts and damaged signs.

Rail Crossing Inspections

Compliance inspections of all rail crossings on local roads within the municipality continue. This follows after significant signage and linemarking upgrades are being completed. The purpose of these audits is to ensure that all works comply with the relevant Australian Standards.

It is intended that infrastructure which Council is responsible for at rail crossings will be monitored on an ongoing basis through a system of proactive inspections in accordance with the Road Management Plan.

Sealed Road Condition Survey

Puredata Ltd were engaged to undertake a condition audit of sections of Council's sealed road network. These areas included the Northern and Southern areas of the shire as part of a rolling program. Rating of field data has now been completed with further analysis now underway.

This will provide a valuable desktop information source and includes digital video of the sections of sealed road which were inspected. The information collected from these surveys provides inputs into Capital Works planning and evaluation of future road renewal needs. This is an important part of determining future funding levels to maintain Council assets at the required service levels.

COSWORKS

Road Regrading: Maintenance grading has been completed in all areas as weather permits.

Road Pavement Minor Patching: Ongoing in all areas,

Shoulder maintenance: Irrewillipe Road, Cressy Road, Ryans Road, Russells Lake Tomahawk Creek Road, Factory Road, Wool Wool Road

Gravel Road Re-sheeting: Undertaken on Arnolds, Riccartons, Pearlys, Yeo – Yeodene, Kervins, Old Irrewillipe, Springs, Burtons Lane, Old Ocean Roads.

Major Drainage completed on: , Upper Gellibrand Roads

Routine Drainage: Ongoing program mainly in the Otway areas

Vegetation and Tree Maintenance: Ongoing program mainly in the Otway areas.

Township Mowing: This has been undertaken in all townships as required.

Weed Spraying: This has begun around Roadside furniture.

Bridge Maintenance: Maintenance works undertaken in Otways.

Gardens: General maintenance and tree trimming has begun throughout the municipality.

Capital Works:

- Montrose Ave Drainage - Completed
- Pearces Bridge Repairs - completed

Playground Maintenance: Inspect and repair defects.

Old Beechy Line Rail Trail: Reach Arm mowing and general maintenance / repairs carried out.

Saleyards: Fencing works started.

MAJOR CONTRACTS/WASTE DEPARTMENT**Signage Audit – Port of Apollo Bay**

A Signage Audit has been undertaken for the Port of Apollo Bay with an aim to provide consistent information to the users across the South West Local Ports. Another objective is to ensure that all signage conforms with the statutory and regulatory requirements and

providing recommendations on upgrades based on priority order. The work was carried out in conjunction with DSE requirements.

Consultation with key stakeholders and authorities has revealed that there are concerns with overcrowding of signs. Based on the audit undertaken the following signage changes will be made based on a high, medium and low priority system:

- High – 13 New, 14 Remove, 2 Move
- Medium – 14 New, 17 Remove, 1 Move
- Low – 4 New, 2 Remove, 3 Move

A recommendation has also been made to DSE to provide funding to install a boom gate as soon as possible. These recommendations will be addressed through future harbour budgets.

Waste Management Service – Services Specification

Council's Waste Management and Contracts Officers are working on the review of Council's Waste Management Contract Specifications. The Minister has granted approval for extension of Council's waste contracts to 5 September 2010. Accordingly tenders need to be invited and contracts selected for service delivery beyond 5 September 2010.

At this stage the first draft of the Waste Management Service - Services Specification has been developed and is being discussed by the Officers for necessary amendments and finalisation. This contract will be of a complex nature due to the various components involved and will need to take into account the outcomes of the Best Value Review and integration with regional contracts.

Apollo Bay Transfer Station

Officers have continued negotiations with tenderers for the Transfer Station Contract, and are now in a position to make a recommendation to Council in relation to this Contract.

Tenders

Since the last reporting period the following tenders were opened:-

- Tender No. 0909 Birregurra & Forrest Structure Plans closed 17 June 2009
- Tender No. 0911 Rural Living Strategy closed 17 June 2009

Tenders will be evaluated and awarded under CEO delegation. It is expected to engage consultants in July, 2009 to commence both contracts.

SUSTAINABLE PLANNING AND DEVELOPMENT

Amendments C55 and C17

Planning Scheme Amendments C55 and Amendment C17 were gazetted by the State Government on 18 June, marking a significant milestone for the Shire.

Amendment C55 streamlines the planning scheme, rezoning some land in Colac and introducing greater exemptions from permit requirements in a range of overlay controls, minimising the need for unnecessary planning applications. The policy framework has been updated to reflect current issues and priorities in the shire, strengthening Council's capacity to reflect local issues when implementing state planning controls.

C55 is the culmination of four years work by Council, involving significant input from staff, Councillors and the community. The Municipal Strategic Statement (MSS) now includes strategic directions from key studies carried out by Council in recent years, including the Colac Structure Plan, Apollo Bay Structure Plan, Rural Land Strategy and the Victorian Government's Great Ocean Road Region Landscape Assessment Study.

Landowners intending to carry out development should check the new provisions to determine whether a planning permit is now required. There will be some cases where new permit and policy requirements apply, but there will also be other instances where a permit may no longer be required. Enquiries should be directed to the Council's Planning Department. Officers are arranging information sessions with stakeholders and the general community to provide additional information on the changes.

Amendment C17 rezones land to allow residential development at Marriner's Vue, north of Apollo Bay, implementing the Apollo Bay Structure Plan and ensuring an adequate supply of land for new development.

Future Coasts Project

The State Government 'Future Coasts' project is running over two years and is due to be completed in 2010. It has already resulted in highly accurate topographical mapping of Victoria's coastline (which is available for Council to use in its decision making), but the next phase will lead to the production of modelling of projected sea level rise so that impacts on infrastructure and coastal development can be assessed. Officers met with Future Coasts project staff late in June to discuss the project's progress, and will be consulted as a stakeholder over the coming months. Officers hope to work collaboratively with the project team so that local input is taken into account when issues such as future planning controls for low lying areas are conceived. The discussions confirmed that the approach of Council to assessment of sea level rise in planning decisions is appropriate. The Councillors will be briefed in more detail on the project at a Councillor workshop in the coming months.

Future Farms

The Department of Planning and Community Development (DPCD) earlier this year released a Discussion Paper titled '*Future Farms: Providing for Victoria's Future Rural Land Use.*' A Future Farming Rural Planning Group has been engaged by DPCD to provide the Victorian Government with advice in implementing its Future Farming strategy which is a whole-of-government initiative to boost farming services, drive growth and innovation in agriculture, and help the sector respond to new challenges. The strategy aims to build a strong and secure future for the farming and agricultural sector, and the Group is charged with providing specialist advice to the Minister for Planning that leads to land use planning policies to address issues relating to:

- farm production and adjoining land uses;
- value of high amenity rural land;
- demands of urban growth on agricultural areas; and
- providing a level of certainty and flexibility to enable rural economic adjustment.

A submission was made in relation to the issues raised in the Discussion Paper by the due date of 26 June 2009. The Government will now review the submissions.

Visitor Information Centres

Both Colac and Apollo Bay VICs have completed their quarterly safety audit. Visitor numbers are similar to previous years for this time of year. The Centres have experienced a quieter school holiday period so far due to cold wet weather.

Moving Forward with Dairy

Colac Otway Shire Dairy Industry Training Reference Group has been successful in obtaining Gardiner Foundation Funding for their 2009 project "Moving Forward with Dairy". The project links year 12 students with farmers to develop a position description to assist farmers sourcing workers and also provides the students with valuable information to present to year 9 students. The aim is twofold in that the year 9 students will consider dairy farming as a work experience option and the farmer will have a relevant position description.

This project follows on from the successful "Milk it for all it's Worth" and "Life's Good on the Farm" projects.

CSIRO

A letter of invitation has gone out inviting members of the Apollo Bay community to become involved in the Sustainable Communities Initiative.

The project involves CSIRO working with the Apollo Bay community to identify various visions for the future and work towards a common understanding. It will be a community workshop approach backed up by CSIRO research into key issues such as strategic solutions to land use development, tourism development, population change, future resource viability and infrastructure development to accommodate change.

Eco Buy Awards

Colac Otway Shire Council was a finalist for the Green Powered Champion Council Award at ECO-Buy's 2009 Awards at the National Gallery of Victoria on 20 May 2009. Colac Otway Shire Council was selected as a finalist based on expenditure data submitted in our ECO-Buy Annual Report for the 2007/08 financial year. Colac Shire invested the second highest percentage of total Council budget on accredited green power of ECO-Buy's 47 reporting members last financial year.

Council is no longer purchasing Green Power due to the significant costs associated. However Council is continuing to implement a range of energy saving measures in line with the Greenhouse Action Plan. The possibility of purchasing green power in the future is being investigated and the findings may form the basis for a budget request for 2010-2011.

Integrated Fire Management Planning

The fires on February 7 have led to a strong push for Integrated Fire Management Planning (IFMP) to progress quicker. In basic terms IFMP is a process to develop plans for a municipal area that integrate all major elements of managing fire (i.e. Prevention, Preparedness, Response and Recovery) and the agencies who have separate plans for managing these elements. Council has a statutory responsibility to develop a Municipal Fire Prevention Plan (MFPP) that does include actions for other agencies but the accountability of these agencies is not audited. Once finalised the IFMP will be audited ensuring that all agencies involved are held accountable. IFMP development has been in progress for a number of years and it will not be completed prior to the next fire season.

Council is working closely with all agencies. The work that has been done over the past three years on developing a new MFPP, and the introduction of new and rigorous processes, places Council, and the Community, in a significantly stronger position as we prepare for the next fire season. But we recognise there are still many challenges ahead.

Another initiative currently occurring is the Otway Township Integrated Wildfire Management Planning Project. This will lead to the development of Integrated Township Protection Plans (TPP). A framework for developing TPP's is being developed and a risk assessment of townships is going to be carried out to determine the order for developing these plans. Although it is hoped that a few TPP's will be completed prior to the fire season it will not be

possible to have TPP's done for all townships before the next fire season. A program will then be established to ensure that as many of these plans as possible will be completed prior to the next fire season.

The findings from the Royal Commission may have implications for Council but it is not appropriate for Council to pre-empt the recommendations. Accordingly Council needs to focus on carrying out our responsibilities under the MFPP, continue to contribute to IFMP and TPP development processes and also work closely with partner agencies to develop clear and consistent messages for the community before the next fire season once the interim findings from the Royal Commission are released in August. A multi-agency briefing will be provided to Councillors on 26 August to discuss these matters in detail.

Lake Colac Dry Lake Working Group

When Lake Colac dried out completely this year, fairy grass fast grew a reputation as public enemy number one. It created a mess, and a possible fire hazard. A workshop was organised by Council in June to learn from the experiences of people who managed fairy grass on Lake Wendouree and to identify possible management actions for Lake Colac. A key outcome was that a working group would be formed comprising a local landowner, and officers from Council, DSE, Parks and Corangamite CMA to examine the possible management actions, particularly for Fairy Grass.

Fairy grass is a native species that naturally colonises in dry lake beds. It demonstrates different behaviour depending on location – it was a prolific grower on Ballarat's Lake Wendouree, but only grew around the fringes of Lake Bolac. We don't know how the fairy grass will behave on Lake Colac this summer but we do know that in some cases, the best management option is to leave it alone, where it will be out-competed by other plants in time.

Possible management options include spraying, which is very expensive and not guaranteed to be 100 per cent successful. The downside to spraying is that it is very costly and can also kill other plants that are competing with the fairy grass on the dry lake bed, and may increase the risk of dust blow if the lake stays dry and bare for a prolonged period.

Another option is burning, which has its own challenges. Burning is labour intensive and places heavy pressure on our CFA and DSE fire fighting teams at the height of the bushfire season. Safe burning of fairy grass requires specific levels of humidity, wind and temperature, in addition to having adequate fire fighting resources available.

Another option is to put up with it, and keep our town tidy as best we can. It's annoying and untidy, but in some cases might be our best option in the short term to enable other less intrusive plants to outcompete the fairy grass in the natural process over time. The dry lake working group will consider all options and will continue to monitor the lake in order to develop the best response to fairy grass and other challenges faced. The working group will meet for the first time on 24 July and importantly, will keep the community informed of the decisions made.

Recommendation(s)

That Council receives the CEO's Progress Report to Council for information.

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## CONSENT CALENDAR

### OFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | D | W |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <p><b><u>CORPORATE AND COMMUNITY SERVICES</u></b></p> <p><b><u>OM092207-2 COLAC AND DISTRICT FOOTBALL UMPIRES ASSOCIATION INC.</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><i>That Council advise the Colac and District Umpires Association Inc of its support for a planning permit application to extend the liquor licence hours at their clubrooms situated at the Colac Cricket Ground, 1-13 Calvert Street Colac to:</i></p> <p><i>Monday to Friday 5pm to 10pm</i></p> <p><i>Saturday 5pm to Midnight</i></p> <p><i>Sunday 12 Midday to 5pm</i></p>                                                                                                                                                                                                                                                                                                                                                    |   |   |
| <p><b><u>OM092207-3 INSTRUMENT OF DELEGATION - MEMBERS OF COUNCIL STAFF</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>In the exercise of the powers conferred by section 98(1) of the Local Government Act 1989 (the Act) and the other legislation referred to in the attaché Instrument of Delegation, Colac Otway Shire Council (Council) resolves that –</i></p> <ol style="list-style-type: none"> <li><i>1. There be delegated to the members of Council staff holding, acting in or performing the duties of the offices or positions referred to in the attached Instrument of Delegation to members of Council staff, the powers, duties and functions set out in that instrument, subject to the conditions and limitations specified in that Instrument.</i></li> <li><i>2. The instrument comes into force immediately the common seal of Council is affixed to the Instrument.</i></li> </ol> |   |   |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p>3. <i>On the coming into force of the Instrument all previous delegations to members of Council staff (other than the Chief Executive Officer) are revoked.</i></p> <p>4. <i>The duties and functions set out in the Instrument must be performed and the powers set out in the Instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| <p><b><u>OM092207-4 S86 COMMITTEES OF MANAGEMENT</u></b></p> <p>Department: Corporate &amp; Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p>1. <i>That pursuant to Section 86 of the Local Government Act 1989, Council resolve to appoint the following elected members -</i></p> <p><i>Warrion Hall – Jack Illett, Colin Bayne, Lynette Facey, Peter Facey, Barbara Hallyburton</i></p> <p><i>Beech Forest Hall – Anthony Zappelli, Linda Perkins, Jacki Zappelli, Steve Trotter, Laurie Shaw, Sue Ladewig, Christine Elliott, Matt Bolton</i></p> <p>2. <i>That in accordance with Section 81 sub-section(2) sub-section(a) of the Local Government Act 1989, Council resolve to exempt members of the Committees from being required to submit a primary or ordinary pecuniary interest return in accordance with this section.</i></p> <p>3. <i>That the Committees be advised that a copy of minutes of committee meetings held be forwarded to Council for its record after each meeting and that a Treasurer’s Report be provided annually.</i></p> |  |  |
| <p><b><u>OM092207-5 PROCESSES OF MUNICIPAL GOVERNMENT LOCAL LAW NO 4 - SCHEDULE 2</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><i>That Council endorse the changes to Schedule 2 of Local Law No 4 “Processes of Municipal Government.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |

**OM092207-6 ADOPTION OF THE 2009/10 BUDGET**

Department: Corporate and Community Services

**Recommendation(s)****1. Adoption of 2009/2010 Budget**

**1.1 Council having considered all submissions received, adopts the 2009/2010 Budget annexed to this resolution as Attachment 1 in accordance with section 130 of the Local Government Act 1989 (the Act).**

**1.2 The Chief Executive Officer be authorised to give public notice of this decision to adopt the 2009/2010 Budget, in accordance with section 130(2) of the Act.**

**1.3 That a copy of the adopted Budget be forwarded to the Minister for Local Government before 31 August 2009, in accordance with section 130(4) of the Act.**

**1.4 That a copy of the adopted Budget be made available at the Rae Street Office and the Apollo Bay Customer Service Centre for public inspection in accordance with section 130(9) of the Act.**

**1.5 The persons making submissions to the budget be thanked in writing for their submission and advised of the outcome of the budget decision.**

**2. Amount intended to be raised**

**An amount of \$18,647,154 be declared as the amount that Council intends to raise by general rates, municipal charge and service (Waste Management) charges, which is calculated as follows:**

**Category**

|                                                      |              |
|------------------------------------------------------|--------------|
| <b>General Rates (including Supplementary rates)</b> | <b>\$14,</b> |
| <b>Municipal Charge</b>                              | <b>\$1,</b>  |
| <b>Annual Service (Waste Management) Charges</b>     | <b>\$2,</b>  |
| <b>TOTAL*</b>                                        | <b>\$18,</b> |

**(\*Excludes Supplementary Rates of \$1**

**3. General Rates**

**3.1 A general rate be declared for the period commencing 1 July 2009 to 30 June 2010.**

**3.2 It be declared that the general rate be raised by the application of differential rates.**

**3.3 A differential rate be respectively declared for**

**rateable land having the respective characteristics specified below, which characteristics will form the criteria for each differential rate so declared:**

**3.3.1 Residential Land – Colac, Colac East, Colac West or Elliminyt**

**Any land which is located in Colac, Colac East, Colac West or Elliminyt that is not zoned for commercial or industrial use and which:**

**3.3.1.1 is vacant or used primarily for residential purposes and is less than 1.0 hectare in area; and**

**3.3.1.2 does not have the characteristics of:**

- a) Rural Farm Land;**
- b) Holiday Rental Land; or**
- c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt.**

**3.3.2 Residential Land - Balance of Shire**

**Any land which is 1.0 hectare or more in area or which is not located in Colac, Colac East, Colac West or Elliminyt that:**

**3.3.2.1 is vacant or used primarily for residential purposes; and**

**3.3.2.2 does not have the characteristics of:**

- a) Rural Farm Land;**
- b) Holiday Rental Land;**
- c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt; or**
- d) Commercial/Industrial Land – Balance of Shire.**

**3.3.3 Rural Farm Land**

**Any land which is “Farm Land” within the meaning of section 2 of the Valuation of Land Act 1960.**

**3.3.4 Holiday Rental Land**

**Any land that contains a dwelling, cabin or house or part of a house that:**

**3.3.4.1 is used for the provision of holiday accommodation for the purpose of generating income; or**



**3.3.4.2 is made generally available for holiday accommodation and is a secondary or supplemental source of income for the owner.**

**Note: Typically, the category will include absentee owned holiday houses, owner occupied “Bed and Breakfast” establishments, farm properties with accommodation cabins, holiday farms and the like.**

**The category will not include land used to provide tourist/holiday accommodation on an overtly commercial scale and basis where the provision of accommodation is an integral part of the use of the property. The types of properties excluded from this category would include motels, resorts, hotels with accommodation, caravan parks, centrally managed and promoted multi unit developments and the like.**

**3.3.5 Commercial/Industrial Land - Colac, Colac East, Colac West or Elliminyt**

**Any land which is located in Colac, Colac East, Colac West or Elliminyt which:**

**3.3.5.1 does not have the characteristics of:**

- a) **Rural Farm Land;**
- b) **Residential Land – Colac, Colac East, Colac West or Elliminyt; or**
- c) **Holiday Rental Land; and**

**3.3.5.2 is used primarily for:**

- a) **the sale of goods or services;**
  - b) **other commercial purposes; or**
  - c) **industrial purposes**
- or which is vacant but zoned for commercial or industrial use.**

**3.3.6 Commercial/Industrial Land - Balance of Shire**

**Any land which is not located in Colac, Colac East, Colac West or Elliminyt which:**

**3.3.6.1 does not have the characteristics of:**

- a) **Rural Farm Land;**
- b) **Residential Land – Balance of Shire; or**
- c) **Holiday Rental Land; and**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
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| <p><b>3.3.6.2</b> <i>is used primarily for:</i></p> <p><i>a) the sale of goods or services;</i></p> <p><i>b) other commercial purposes;</i></p> <p><i>or</i></p> <p><i>c) industrial purposes</i></p> <p><i>or which is vacant but zoned for commercial or industrial use.</i></p> <p><b>3.4</b> <i>Each differential rate will be determined by multiplying the Capital Improved Value of each rateable land (categorised by the characteristics described in paragraph 3.3 of this Resolution) by the relevant cents in the dollar indicated in the following table:</i></p> <p style="text-align: center;"><b>Category</b><br/><b>Cents in the dollar</b></p> <p style="text-align: center;"><i>of Capital Improved Value</i></p> <p><i>Residential Land – Colac, Colac East, Colac West or Elliminyt</i><br/><i>0.003231</i></p> <p><i>Residential Land – Balance of Shire</i><br/><i>0.002746</i></p> <p><i>Rural Farm Land</i><br/><i>0.002552</i></p> <p><i>Holiday Rental Land</i><br/><i>0.003231</i></p> <p><i>Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt</i><br/><i>0.005331</i></p> <p><i>Commercial/Industrial Land – Balance of Shire</i><br/><i>0.004523</i></p> <p><b>3.5</b> <i>It be recorded that Council considers that each differential rate will contribute to the equitable and efficient carrying out of Council functions, and that</i></p> <p><b>3.5.1</b> <i>the respective objectives of each differential rate be those specified in Appendix B (part 8) of the 2009/10 Budget Document.</i></p> <p><b>3.5.2</b> <i>the respective types or classes of land which are subject to each differential rate be those defined in the Schedule to this Recommendation; and</i></p> <p><b>3.5.3</b> <i>the respective uses and levels of each differential rate in relation to those respective types or classes of land be those described in the Schedule to this Recommendation; and</i></p> <p><b>3.5.4</b> <i>the relevant:</i></p> <p><b>3.5.4.1</b> <i>uses of;</i></p> <p><b>3.5.4.2</b> <i>geographical locations of; and</i></p> <p><b>3.5.4.3</b> <i>planning scheme zonings of; and</i></p> <p><b>3.5.4.4</b> <i>types of buildings on the</i></p> |  |  |
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| <p style="text-align: center;"><i>respective types or classes of land be those identified in the Schedule to this Recommendation.</i></p> <p><b>4. Municipal Charge</b></p> <p><b>4.1</b> <i>A Municipal Charge be declared for the period commencing 1 July 2009 to 30 June 2010 to cover some of the administrative costs of the Council.</i></p> <p><b>4.2</b> <i>The municipal charge be the sum of \$147 per annum for each rateable property in respect of which a municipal charge can be levied.</i></p> <p><b>5. Annual Service (Waste Management) Charges</b></p> <p><b>5.1</b> <i>An annual service (waste management) charge of \$240.00 per annum be declared for:</i></p> <p style="padding-left: 20px;"><b>5.1.1</b> <i>all land used primarily for residential or commercial purposes; or</i></p> <p style="padding-left: 20px;"><b>5.1.2</b> <i>other land in respect of which a weekly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.</i></p> <p><b>5.2</b> <i>An annual service (waste management) charge of \$156.00 per annum be declared for:</i></p> <p style="padding-left: 20px;"><b>5.2.1</b> <i>all land used primarily for residential or commercial purposes; or</i></p> <p style="padding-left: 20px;"><b>5.2.2</b> <i>other land in respect of which a fortnightly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.</i></p> <p><b>6. Aire River Special (Drainage) Charge</b></p> <p><i>A special charge of \$0.20 per hectare will be declared on those properties located within the Aire River Drainage Scheme for the period 1 July 2009 to 30 June 2010.</i></p> <p><b>7. Tirrengower Special (Drainage) Charge</b></p> <p><i>The special charge for the Tirrengower drainage works previously declared by Council be fixed at \$2.50 per hectare for the period 1 July 2009 to 30 June 2010.</i></p> <p><b>8. Borrowings</b></p> <p><i>The maximum term for new borrowings be 15 years.</i></p> |  |  |
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| <p><b>9. Consequential</b></p> <p><b>9.1 It be recorded that Council requires any person to pay interest at the maximum rate fixed under section 2 of the Penalty Interest Rates Act 1983 as the rate set out in accordance with section 172(2) of the Act on any amounts of rates and charges which:</b></p> <p style="padding-left: 40px;"><b>9.1.1 that person is liable to pay; and</b></p> <p style="padding-left: 40px;"><b>9.1.2 have not been paid by the date specified for their payment.</b></p> <p><b>9.2 Council allow a lump sum payment and 4 instalment payments for the 2009/2010 year, on the dates published in the Victoria Government Gazette by the Minister and in accordance with section 167 of the Act.</b></p> <p><b>9.3 Council authorises the General Manager Corporate &amp; Community Services and the Property &amp; Rates Co-ordinator to levy and recover the general rates, municipal charge and annual service charges in accordance with the Act.</b></p> |  |  |
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**Recommendation**

***That recommendations to items listed in the Consent Calendar, with the exception of items ....., be adopted.***

**MOVED** .....

**SECONDED** .....

**OM092207-2 COLAC AND DISTRICT FOOTBALL UMPIRES ASSOCIATION INC.**

|             |                                  |           |                           |
|-------------|----------------------------------|-----------|---------------------------|
| AUTHOR:     | Colin Hayman                     | ENDORSED: | Rob Small                 |
| DEPARTMENT: | Corporate and Community Services | FILE REF: | 1-13 Calvert Street Colac |

**Purpose**

For Council to consider a request from the Colac and District Football Umpires Association Inc, to support its application for a change of liquor licence hours at their clubrooms situated at the Colac Cricket Ground, 1-13 Calvert Street Colac.

**Background**

Council, as the Committee of Management for the Reserve, has received a request from the association to support their application to change the liquor licence hours.

At present the Association have a licence to supply liquor on Tuesday and Thursday between 5 pm and 10 pm and on Saturday nights between 5 pm and 12 midnight.

The following information has been provided by the Association in support of their application.

*“To try to increase our numbers on our training nights, the executive have moved our training nights to Monday and Wednesday nights from the Tuesday and Thursday nights so our training nights don’t clash with the football clubs training nights, still retaining the same Saturday night times.*

*We are asking for the Colac Otway Shire’s consent to approve our amended trading hours by including Monday, Wednesday and Friday between the same hours of 5.00 pm and 10.00 pm, Sunday afternoons between 12 midday and 5.00 pm.*

*The purpose for the extension of nights is to cover us if we decided to change our training nights at any time during the season or in the future years. There are also one or two seminars that we would hold on an alternate night to our normal training nights during the season, with guest presenters in our rooms.*

*At no time will we be trading every night/day of the week.*

*Our main trading nights for the season will only be two nights, which are our training nights, during the week nights, with one or two other week nights during the season, with trading every Saturday night during the football season, where members return to and meet after umpiring their games on Saturday afternoons during the season and as for the Sunday, these are to cover us when any of our members who wish to use our rooms for a family function on a Sunday afternoon at various times during the year.*

*We now have a greater demand by members and family for more social functions. Our costs are increasing, so there is a need for more revenue. The rooms are not hired out for general public functions.”*

Council’s approval to the change is required as part of the planning permit application.

The Department of Sustainability and Environment have indicated that as owners of the land that they have no issues with the extended of hours.

**Council Plan/Other Strategies/Policy**

The Council Plan 2009/13 has a Key Result Area of Community Health and Wellbeing with the following objective:

*“Council will promote community health and wellbeing in partnership with other health services. Through a partnership approach, Council will provide a broad range of customer focused health, recreational, cultural and community amenities, services and facilities.*

**Issues/Options**

Council’s approval is necessary for the change to liquor licence hours as committee of management of the facility. The club is seeking to change the hours as per above.

The approval is required by Council’s planning department and once written permission is received from Council the application will be considered.

The options are to approve or refuse the request.

**Proposal**

That Council provide written consent to the request by the Colac and District Football Umpires Association Inc.

**Financial and other Resource Implications**

Not applicable.

**Risk Management & Compliance Issues**

The request for approval of the change to the liquor licence hours is a requirement of the planning permit process.

**Environmental Considerations**

Not applicable.

**Communication Strategy/Consultation**

Any consultation on the proposal will be undertaken as part of the planning permit process.

**Implementation**

A letter will be forwarded to the Colac and District Football Umpires Association Inc following Council’s decision.

**Conclusion**

Approval is required to proceed with the planning permit application.

**Attachments**

Nil

**Recommendation**

***That Council advise the Colac and District Umpires Association Inc of its support for a planning permit application to extend the liquor licence hours at their clubrooms situated at the Colac Cricket Ground, 1-13 Calvert Street Colac to:***  
***Monday to Friday 5pm to 10pm***  
***Saturday 5pm to Midnight***  
***Sunday 12 Midday to 5pm***

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OM092207-3 INSTRUMENT OF DELEGATION - MEMBERS OF COUNCIL STAFF

| | | | |
|-------------|----------------------------------|-----------|---------------------|
| AUTHOR: | Colin Hayman | ENDORSED: | Rob Small |
| DEPARTMENT: | Corporate and Community Services | FILE REF: | GEN0460 Delegations |

Purpose

The purpose of this report is for Council to consider the updated "Instrument of Delegation to Members of Council Staff".

Background

Under the *Local Government Act* 1989, all delegations made by Council to Council staff are required to be reviewed within 12 months of each General Election.

This report represents the formal presentation of this review process to Council.

The review has used the 'Maddocks' model delegation package which involves powers, duties and functions that have been identified and specifically delegated to Council. Along with the 'Maddocks' package there has been consultation with relevant staff.

Delegations to staff are dealt with in three ways:

1. Delegations from the Council to the Chief Executive Officer (resolved by Council 24/6/09)
2. Delegations from Council to Council staff under specific provisions of various Acts and Regulations including the *Health Act* 1958, *Food Act* 1984, *Planning and Environment Act* 1987 and *Road Management Act* 2004 etc. (This report)
3. Delegations from the Chief Executive Officer to Staff

Sub-Delegation

These three instruments of delegation depend on the source of the powers of delegation.

Section 98(1) of the *Local Government Act* provides that a Council may, by Instrument of Delegation, delegate to a member of its staff any power, duty or function of a Council under the *Local Government Act* or any other Act, other than certain specified powers.

Section 98(2) provides that the Chief Executive Officer may, by instrument of delegation, delegate to a member of the Council staff any power, duty or function of his or her office other than the power of delegation, except the power of delegation itself.

Other Acts also empower a Council to delegate certain powers, duties or functions.

Council Plan/Other Strategies/Policy

The Council Plan objective of leadership and governance is:

"Council will fulfil its leadership, statutory and legal obligations to its community and staff in a way that is fair, ethical, inclusive, sustainable, financially responsible and meets the needs and practical aspirations of current and future generations".

Issues/Options

Under the *Local Government Act* Council is required to review all delegations made by Council to Council staff within 12 months of each General Election.

Other Instruments of Delegation

This report considers the Instrument of Delegation to Members of Council staff. Council has previously considered other Delegations to various committees and the Chief Executive Officer in May and June 2009.

Proposal

The changes made to the Instrument of Delegation to members of Council staff are due to operational changes and changes in job title. Since the last review changes have been added to this Instrument of Delegation as a result of the 'Maddocks' delegation package as well as reviewing who is delegated the various items.

Financial and other Resource Implications

Not applicable.

Risk Management & Compliance Issues

Council is required to review the Delegations to Council staff and have an updated Instrument of Delegation to Staff as per legislation.

Environmental Considerations

Not applicable

Communication Strategy/Consultation

The review of the Instrument of Delegation has involved each department reviewing the various delegations to ensure that they are current and consistent with the staff structure.

Once adopted the Instrument of Delegation will be placed on Council's intranet for staff reference.

Implementation

Once the Instrument of Delegation is signed and sealed, updated copies will be included in the Register that is required to be kept.

The revised Delegation comes into force as at 22 July 2009.

Conclusion

Council is required under the *Local Government Act* to review all delegations within the period of 12 months after a general election.

The latest review provides a number of amendments. The revised Instrument of Delegation is attached.

Attachments

Instrument of Delegation to Members of Council Staff.

Recommendation(s)

In the exercise of the powers conferred by section 98(1) of the Local Government Act 1989 (the Act) and the other legislation referred to in the attaché Instrument of Delegation, Colac Otway Shire Council (Council) resolves that –

1. ***There be delegated to the members of Council staff holding, acting in or performing the duties of the offices or positions referred to in the attached Instrument of Delegation to members of Council staff, the powers, duties and functions set out in that instrument, subject to the conditions and limitations specified in that Instrument.***
2. ***The instrument comes into force immediately the common seal of Council is affixed to the Instrument.***
3. ***On the coming into force of the Instrument all previous delegations to members of Council staff (other than the Chief Executive Officer) are revoked.***
4. ***The duties and functions set out in the Instrument must be performed and the powers set out in the Instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.***

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***S6. Instrument of Delegation – Members of Staff***

**Colac Otway Shire Council**

**Instrument of Delegation**

**to**

**Members of Council Staff**

22 July 2009

## Instrument of Delegation

In exercise of the power conferred by section 98(1) of the *Local Government Act 1989* and the other legislation referred to in the attached Schedule, the Council:

1. delegates each duty and/or function and/or power described in column 1 of the Schedule (and summarised in column 2 of the Schedule) to the member of Council staff holding, acting in or performing the duties of the office or position described opposite each such duty and/or function and/or power in column 3 of the Schedule;
2. records that a reference in the Schedule to:

|         |                                                            |
|---------|------------------------------------------------------------|
| “BEA”   | means Building and Environment Administrator               |
| “CC”    | means Contracts Co-ordinator                               |
| “EHC”   | means Environmental Health Co-ordinator                    |
| “EHO”   | means Environmental Health Officer                         |
| “EO”    | means Environment Officer                                  |
| “EP”    | means Environment Planner                                  |
| “GMCCS” | means General Manager Corporate and Community Services     |
| “GMSPD” | means General Manager Sustainable Planning and Development |
| “GMIS”  | means General Manager Infrastructure and Services          |
| “LLC”   | means Local Laws Co-ordinator                              |
| “LLO”   | means Local Laws Officer                                   |
| “MBS”   | means Municipal Building Surveyor                          |
| “MCW”   | means Manager Cosworks                                     |
| “MECS”  | means Manager Environment & Community Safety               |
| “MFCS”  | means Manager Finance & Customer Services                  |
| “MFPO”  | means Municipal Fire Prevention Officer                    |
| “MHCS”  | means Manager Health & Community Services                  |
| “MPB”   | means Manager Planning and Building                        |
| “MSA”   | means Manager Sustainable Assets                           |
| “PC”    | means Planning Co-ordinator                                |
| “PCofC” | means Planning Committee of Council                        |
| “PRC”   | means Property & Rates Co-ordinator                        |
| “PLO”   | means Planning Officer (inc. Planning Enforcement Officer) |

3. declares that:
  - 3.1 this Instrument of Delegation is authorised by resolution of Council passed on .
  - 3.2 the delegation:
    - 3.1.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
    - 3.1.2 remains in force until varied or revoked;
    - 3.1.3 is subject to any conditions and limitations set out in the Schedule; and
    - 3.1.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts.

This Delegation was amended by Resolution of the Colac Otway Shire Council on

THE COMMON SEAL of the )  
COLAC OTWAY SHIRE COUNCIL was )  
hereunto affixed in the presence of: )

.....  
Chief Executive Officer

\*

## **SCHEDULE**

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| <b>DOMESTIC (FERAL &amp; NUISANCE) ANIMALS ACT 1994</b> |                                                            |                 |                                           |
|---------------------------------------------------------|------------------------------------------------------------|-----------------|-------------------------------------------|
| <b>Column 1</b>                                         | <b>Column 2</b>                                            | <b>Column 3</b> | <b>Column 4</b>                           |
| <b>PROVISION</b>                                        | <b>THING DELEGATED</b>                                     | <b>DELEGATE</b> | <b>COMMENTS</b>                           |
| s.41A(1)                                                | power to declare a dog to be a menacing dog                | LLC             | The officer must be an authorised officer |
| s.41A(3)                                                | power to revoke a declaration made under s.41A(1)          | GMSPD<br>LLC    |                                           |
| s.41B(1)                                                | duty to notify the owner                                   | LLC             |                                           |
| s.41C                                                   | duty to give notice of a menacing dog declaration to owner | LLC             |                                           |

| <b>ENVIRONMENT PROTECTION ACT 1970</b> |                                                                   |                                          |                                                           |
|----------------------------------------|-------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------|
| <b>Column 1</b>                        | <b>Column 2</b>                                                   | <b>Column 3</b>                          | <b>Column 4</b>                                           |
| <b>PROVISION</b>                       | <b>THING DELEGATED</b>                                            | <b>DELEGATE</b>                          | <b>CONDITIONS &amp; LIMITATIONS</b>                       |
| s.53M(3)                               | power to require further information                              | MHCS<br>EHC<br>EHO<br>MECS<br>LLC<br>LLO |                                                           |
| s.53M(4)                               | duty to advise applicant that application is not to be dealt with | MHCS<br>EHC<br>EHO<br>MECS<br>LLC<br>LLO |                                                           |
| s.53M(5)                               | duty to approve plans, issue permit or refuse permit              | MHCS<br>EHC<br>EHO                       | refusal must be ratified by Council or it is of no effect |
| s.53M(6)                               | power to refuse to issue septic tank permit                       | MHCS<br>EHC<br>EHO                       | refusal must be ratified by Council or it is of no effect |



| <b>FOOD ACT 1984</b> |                                                                                                                                                                                                                                             |                    |                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------|
| <b>Column 1</b>      | <b>Column 2</b>                                                                                                                                                                                                                             | <b>Column 3</b>    | <b>Column 4</b>                     |
| <b>PROVISION</b>     | <b>THING DELEGATED</b>                                                                                                                                                                                                                      | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.19(1)              | power to make an order in writing, upon receipt of a report from an authorised officer, directing that food premises be cleaned, etc.                                                                                                       | MHCS<br>EHC<br>EHO |                                     |
| s.19(6)(a)           | duty to revoke any order under s.19 where the subject of the order has been attended to                                                                                                                                                     | MHCS<br>EHC<br>EHO |                                     |
| s.19(6)(b)           | duty to give written notice of revocation under s.19(6)(a)                                                                                                                                                                                  | MHCS<br>EHC<br>EHO |                                     |
| s.19F(1)(a)          | power to issue directive to comply with any specified requirement in the food safety program                                                                                                                                                | MHCS<br>EHC<br>EHO |                                     |
| s.19F(1)(b)          | power to issue directive, if Division 3A applies, to have the food safety program for the premises audited                                                                                                                                  | MHCS<br>EHC<br>EHO |                                     |
| s.19GB               | power to request proprietor to provide written details of the name, qualification or experience of the current food safety supervisor                                                                                                       | MHCS<br>EHC<br>EHO |                                     |
| s.19HA               | power to inspect a food premises to determine whether the food business is operating in accordance with the food safety program                                                                                                             | MHCS<br>EHC<br>EHO |                                     |
| s.19HB               | duty, where of the opinion that the food safety program has not been implemented or complied with, to advise the proprietor of this opinion, reasons for the opinion, what needs to be remedied and the period within which this must occur | MHCS<br>EHC<br>EHO |                                     |

| <b>FOOD ACT 1984</b> |                                                                                                                                                                                              |                    |                                                                          |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------|
| <b>Column 1</b>      | <b>Column 2</b>                                                                                                                                                                              | <b>Column 3</b>    | <b>Column 4</b>                                                          |
| <b>PROVISION</b>     | <b>THING DELEGATED</b>                                                                                                                                                                       | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b>                                      |
| s.20(3)              | power to issue certificate to authorised officer                                                                                                                                             | GMCCS              |                                                                          |
| s.26(4)              | duty to destroy or dispose of article                                                                                                                                                        | MHCS<br>EHC<br>EHO |                                                                          |
| s.35                 | function of registering food premises                                                                                                                                                        | MHCS<br>EHC<br>EHO |                                                                          |
|                      |                                                                                                                                                                                              |                    |                                                                          |
| ---                  | power to register, renew or transfer registration                                                                                                                                            | MHCS<br>EHC<br>EHO | refusal to grant/renew/transfer registration must be ratified by Council |
| s.39(1)              | duty to inspect                                                                                                                                                                              | MHCS<br>EHC<br>EHO |                                                                          |
| s.39(2)(a)           | duty to ensure that, if the premises is a declared premises, there is a food safety program for the premises that complies with section 19DC                                                 | MHCS<br>EHC<br>EHO |                                                                          |
| s.39(2)(b)           | duty to ensure that if the premises is a declared premises, there is a food safety program for the premises that complies with section 19D                                                   | MHCS<br>EHC<br>EHO |                                                                          |
| s.39(2)(c)           | duty to ensure that, if the premises is a declared premises, no other ground for the refusal of registration, renewal of registration or the transfer of registration exists under Part IIIB | MHCS<br>EHC<br>EHO |                                                                          |

| <b>FOOD ACT 1984</b> |                                                                                                                                                                                                                           |                    |                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------|
| <b>Column 1</b>      | <b>Column 2</b>                                                                                                                                                                                                           | <b>Column 3</b>    | <b>Column 4</b>                     |
| <b>PROVISION</b>     | <b>THING DELEGATED</b>                                                                                                                                                                                                    | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.39A                | power to register food premises despite minor defects                                                                                                                                                                     | MHCS<br>EHC<br>EHO |                                     |
| s.40(1)              | duty to issue a certificate of registration in the prescribed form                                                                                                                                                        | MHCS<br>EHC<br>EHO |                                     |
| s.40(2)              | power to incorporate the certificate of registration in one document with any certificate of registration under the Health Act 1958                                                                                       | MHCS<br>EHC<br>EHO |                                     |
| s.40D(1)             | power to suspend or revoke the registration of food premises                                                                                                                                                              | MHCS<br>EHC        |                                     |
| s.40D(2)             | duty to specify how long a suspension is to last under s.40D(1)                                                                                                                                                           | MHCS<br>EHC        |                                     |
| s.43(1)              | duty to keep register of all registrations, renewals or transfers of registration                                                                                                                                         | MHCS<br>EHC        |                                     |
| s.43(5)              | duty to cause a copy of any entry under s.43(1) to be certified as correct and supply it to any person who requests it free of charge                                                                                     | MHCS<br>EHC        |                                     |
| s.46(5)              | power to institute proceedings against another person where the offence was due to an act or default by that other person and where the first person charged could successfully defend a prosecution, without proceedings | MHCS<br>EHC        |                                     |

| <b>FOOD ACT 1984</b> |                                                                                                                                                                                                               |                 |                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|
| <b>Column 1</b>      | <b>Column 2</b>                                                                                                                                                                                               | <b>Column 3</b> | <b>Column 4</b>                     |
| <b>PROVISION</b>     | <b>THING DELEGATED</b>                                                                                                                                                                                        | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                      | first being instituted against the person first charged                                                                                                                                                       |                 |                                     |
| s.54(3)              | duty to notify the Secretary where authority is given under s.54(2)                                                                                                                                           | MHCS            |                                     |
| s.58(1)              | duty to notify the Director of Liquor Licensing where an order is made under s.19 of the Act and a licence/permit under the Liquor Control Reform Act 1998 is in force                                        | MHCS<br>EHC     |                                     |
| s.58(2)              | duty to notify the Director of Liquor Licensing when a holder of a permit/licence under the Liquor Control Reform Act 1998 is found guilty or pleads guilty and in respect of which no conviction is recorded | MHCS<br>EHC     |                                     |

| <b>HEALTH ACT 1958</b> |                                                                                                                |                    |                                     |
|------------------------|----------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------|
| <b>Column 1</b>        | <b>Column 2</b>                                                                                                | <b>Column 3</b>    | <b>Column 4</b>                     |
| <b>PROVISION</b>       | <b>THING DELEGATED</b>                                                                                         | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.41                   | duty to remedy all nuisances in the municipal district                                                         | MHCS<br>EHC<br>EHO |                                     |
| s.43(2)                | duty to investigate any notification of nuisance                                                               | MHCS<br>EHC<br>EHO |                                     |
| s.43(3)                | duty to either take action to abate the nuisance or take steps to settle the matter privately                  | MHCS<br>EHC<br>EHO |                                     |
| s.44(1)                | power to serve a notice to abate the nuisance                                                                  | MHCS<br>EHC<br>EHO |                                     |
| s.44(3)                | power to issue proceedings where non-compliance with the notice to abate                                       | MHCS<br>EHC<br>EHO |                                     |
| s.44(9)                | power to enter the land and abate the nuisance, and recover costs where a court orders that nuisance be abated | MHCS<br>EHC<br>EHO |                                     |
| s.47B                  | power to investigate a nuisance occurring outside the municipal district                                       | MHCS<br>EHC<br>EHO |                                     |
| s.47C                  | power to enter vacant/unoccupied land and abate the nuisance                                                   | MHCS<br>EHC<br>EHO |                                     |
| s.366C                 | function of receiving an application for registration of premises                                              | MHCS<br>EHC<br>EHO |                                     |

| <b>HEALTH ACT 1958</b> |                                                                                                                                                                |                    |                                                 |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------|
| <b>Column 1</b>        | <b>Column 2</b>                                                                                                                                                | <b>Column 3</b>    | <b>Column 4</b>                                 |
| <b>PROVISION</b>       | <b>THING DELEGATED</b>                                                                                                                                         | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b>             |
| s.367                  | function of registration and renewal of registration                                                                                                           | MHCS<br>EHC<br>EHO |                                                 |
| s.368(1)               | power to specify for what period registration will remain in force                                                                                             | MHCS<br>EHC<br>EHO |                                                 |
| s.368(1A)              | power to grant temporary registration                                                                                                                          | MHCS<br>EHC<br>EHO |                                                 |
| s.369(2)               | power to refuse granting or renewal of registration                                                                                                            | MHCS<br>EHC<br>EHO | action must be ratified by Council              |
| s.369(3)               | power to suspend or revoke registration where second or subsequent offence under the Act                                                                       | MHCS<br>EHC<br>EHO | action must be ratified by Council              |
| s.370                  | power to transfer registration during the currency of the registration                                                                                         | MHCS<br>EHC<br>EHO | refusal to transfer must be ratified by Council |
| s.371(1)               | duty to keep a register of all registrations, renewals and transfers                                                                                           | MHCS<br>EHC<br>EHO |                                                 |
| s.372                  | power to cause inspection to be made before registration and to require alterations or improvements and to grant temporary conditional registration or renewal | MHCS<br>EHC<br>EHO |                                                 |

| <b>HERITAGE ACT 1995</b> |                                                      |                 |                                                         |
|--------------------------|------------------------------------------------------|-----------------|---------------------------------------------------------|
| <b>Column 1</b>          | <b>Column 2</b>                                      | <b>Column 3</b> | <b>Column 4</b>                                         |
| <b>PROVISION</b>         | <b>THING DELEGATED</b>                               | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>                     |
| s.84(2)                  | power to sub-delegate Executive Director's functions | GMSPD           | must obtain Executive Director's written consent first. |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                              |                                 |                                     |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                              | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                       | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.4B                                     | power to prepare an amendment to the Victoria Planning Provisions                                            | PCofC<br>GMSPD<br>PC<br>MPB     |                                     |
| s.4H                                     | duty to make amendment etc available                                                                         | GMSPD<br>PC<br>MPB<br>PLO<br>PA |                                     |
| s.4I                                     | duty to keep Victoria Planning Provisions and other documents available                                      | GMSPD<br>PC<br>MPB<br>PLO<br>PA |                                     |
|                                          |                                                                                                              |                                 |                                     |
| s.8A(3)                                  | power to apply to Minister to prepare an amendment to the planning scheme                                    | PCofC<br>GMSPD<br>PC<br>MPB     |                                     |
| s.11(3)(b)                               | duty to submit amendment to planning scheme to Minister for approval if the Minister withdraws authorisation | GMSPD<br>PC<br>MPB              |                                     |



| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                                                               |                                           |                                     |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                                                               | <b>Column 3</b>                           | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                                                        | <b>DELEGATE</b>                           | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s 12A (1)                                | duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s 19 of the Planning and Environment (Planning Schemes) Act 1996)                           | PCofC<br>GMSPD<br>PC<br>MPB               |                                     |
| s.12(3)                                  | power to carry out studies and do things to ensure proper use of land in which Council is the planning authority and consult with other persons to ensure co-ordination of planning scheme with these persons | PCofC<br>GMSPD<br>PC<br>MPB<br>EP<br>MECS |                                     |
| s.12B(1)                                 | duty to review planning scheme                                                                                                                                                                                | PCofC<br>GMSPD<br>PC<br>MPB<br>EP<br>MECS |                                     |
| s.12B(2)                                 | Duty to review planning scheme at direction of Minister                                                                                                                                                       | PCofC<br>GMSPD<br>PC<br>MPB<br>EP<br>MECS |                                     |
| s.12B(5)                                 | duty to report findings of review of planning scheme to Minister without delay                                                                                                                                | PCofC<br>GMSPD<br>PC<br>MPB<br>EP<br>MECS |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                         |                                                  |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                         | <b>Column 3</b>                                  | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                  | <b>DELEGATE</b>                                  | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.14                                     | Duties of a Responsible Authority as set out in subsections (a) to (d)                                                                                                  | PCofC<br>GMSPD<br>PC<br>PLO<br>EP<br>MPB<br>MECS |                                     |
| s.17(1)                                  | duty of giving copy amendment to the planning scheme                                                                                                                    | GMSPD<br>PC<br>MPB<br>PLO<br>PA                  |                                     |
| s.17(2)                                  | duty of giving copy s.173 agreement                                                                                                                                     | GMSPD<br>PC<br>PLO<br>MPB<br>PA<br>EP<br>MECS    |                                     |
| s.18                                     | duty to make amendment etc. available                                                                                                                                   | GMSPD<br>PC<br>MPB<br>PLO<br>PA                  |                                     |
| s.19                                     | power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s 19 to a planning scheme | GMSPD<br>PC<br>MPB                               |                                     |
| s.20(1)                                  | power to apply to Minister for exemption from the requirements of                                                                                                       | PCofC<br>GMSPD                                   |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                      |                                               |                                     |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                      | <b>Column 3</b>                               | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                               | <b>DELEGATE</b>                               | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                                          | s 19                                                                                                                 | PC<br>MPB                                     |                                     |
| s.21 (2)                                 | duty to make submissions available                                                                                   | GMSPD<br>PC<br>MPB<br>PLO<br>PA<br>EP<br>MECS |                                     |
| s.22                                     | duty to consider all submissions                                                                                     | PCofC<br>GMSPD<br>PC<br>MPB                   |                                     |
| s.23(2)                                  | power to refer submissions to a panel                                                                                | PCofC<br>GMSPD<br>PC<br>MPB                   |                                     |
| s.24                                     | function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D) | GMSPD<br>PC<br>PLO<br>MPB                     |                                     |
| s.26                                     | duty to keep report of panel available for inspection                                                                | GMSPD<br>PC<br>MPB<br>PLO<br>PA               |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                       |                             |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                       | <b>Column 3</b>             | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                | <b>DELEGATE</b>             | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.27 (2)                                 | power to apply for exemption if panel's report not received                                           | PCofC<br>GMSPD<br>PC<br>MPB |                                     |
| s.30(4)(a)                               | duty to say if amendment has lapsed                                                                   | GMSPD<br>PC<br>MPB          |                                     |
| s.30(4)(b)                               | duty to provide information in writing upon request                                                   | GMSPD<br>PC<br>MPB          |                                     |
| s.31                                     | duty to submit adopted amendment to Minister and, if applicable, details under s.19(1B)               | GMSPD<br>PC<br>MPB          |                                     |
| s.32(2)                                  | duty to give more notice if required                                                                  | GMSPD<br>PC<br>MPB          |                                     |
| s.33(1)                                  | duty to give more notice of changes to an amendment                                                   | GMSPD<br>PC<br>MPB          |                                     |
| s.35A(2)                                 | duty to not approve an amendment under s.35B unless the amendment has been certified by the Secretary | GMSPD<br>PC<br>MPB          |                                     |
| s.35B(1)                                 | power to approve amendment in form certified under s.35A                                              | PCofC<br>GMSPD<br>PC<br>MPB |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                              |                                 |                                     |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                              | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                       | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.35B(2)                                 | duty to give to Minister notice of approval, copy of approved amendment and other documents                  | PCofC<br>GMSPD<br>PC<br>MPB     |                                     |
| s.36(2)                                  | duty to give notice of approval of amendment                                                                 | GMSPD<br>PC<br>MPB              |                                     |
| s.38(5)                                  | duty to give notice of revocation of an amendment                                                            | GMSPD<br>PC<br>MPB              |                                     |
| s.39                                     | function of being a party to a proceeding commenced under s.39 and duty to comply with determination by VCAT | GMSPD<br>PC<br>MPB              |                                     |
| s.40(1)                                  | function of lodging copy of approved amendment                                                               | GMSPD<br>PC<br>MPB              |                                     |
| s.40(1A)                                 | duty to lodge prescribed documents and copy of approved amendment with the relevant authorities              | GMSPD<br>PC<br>MPB              |                                     |
| s.41                                     | duty to make approved amendment available                                                                    | GMSPD<br>PC<br>MPB<br>PLO<br>PA |                                     |
| s.42                                     | duty to make copy of planning scheme available                                                               | GMSPD<br>PC<br>PLO<br>MPB<br>PA |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                        |                             |                                     |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                        | <b>Column 3</b>             | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                 | <b>DELEGATE</b>             | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.46N(1)                                 | duty to include condition in permit regarding payment of development infrastructure levy                               | PCofC<br>GMSPD<br>PC<br>MPB |                                     |
| s.46N(2)(c)                              | function of determining time and manner for receipt of development contributions levy                                  | PCofC<br>GMSPD<br>PC<br>MPB |                                     |
| s.46N(2)(d)                              | power to enter into an agreement with the applicant regarding payment of development infrastructure levy               | GMSPD<br>PC<br>MPB          |                                     |
| s.46O(1)(a) &<br>(2)(a)                  | power to ensure that community infrastructure levy is paid, or agreement is in place, prior to issuing building permit | GMSPD<br>PC<br>MPB<br>MBS   |                                     |
| s.46O(1)(d) &<br>(2)(d)                  | power to enter into agreement with the applicant regarding payment of community infrastructure levy                    | GMSPD<br>PC<br>MPB<br>MBS   |                                     |
| s.46P(1)                                 | power to require payment of amount of levy under s.46N or s.46O to be satisfactorily secured                           | GMSPD<br>PC<br>MPB          |                                     |
| s.46P(2)                                 | power to accept provision of land, works, services or facilities in part or full payment of levy payable               | GMSPD<br>CEO<br>PC<br>MPB   |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                  |                                     |                                                                                                                                                                                                                                 |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                  | <b>Column 3</b>                     | <b>Column 4</b>                                                                                                                                                                                                                 |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                           | <b>DELEGATE</b>                     | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                             |
| s.46Q(1)                                 | duty to keep proper accounts of levies paid                                                                                                      | GMSPD<br>GMCCS<br>MFCS<br>PC<br>MPB |                                                                                                                                                                                                                                 |
| s.46Q(1A)                                | duty to forward to development agency part of levy imposed for carrying out works, services, or facilities on behalf of development agency       | GMSPD<br>GMCCS<br>MFCS<br>PC<br>MPB |                                                                                                                                                                                                                                 |
| s.46Q(2)                                 | duty to apply levy only for a purpose relating to the provision of the works, services and facilities in respect of which the levy was paid etc. | GMSPD<br>CEO<br>PC<br>MPB           |                                                                                                                                                                                                                                 |
| s.46Q(3)                                 | power to refund any amount of levy paid if it is satisfied the development is not to proceed                                                     | GMSPD<br>PC<br>MPB                  |                                                                                                                                                                                                                                 |
| s.46Q(4)(c)                              | duty to pay amount to current owners of land in the area                                                                                         | GMSPD<br>CEO<br>PC<br>MPB           | <ul style="list-style-type: none"> <li>• must be done within six months of the end of the period required by the development contributions plan and with the consent of, and in the manner approved by, the Minister</li> </ul> |
| s.46Q(4)(d)                              | duty to submit to the Minister an amendment to the approved development contributions plan                                                       | GMSPD<br>CEO<br>PC<br>MPB           | <ul style="list-style-type: none"> <li>• must be done in accordance with Part 3</li> </ul>                                                                                                                                      |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                   |                                                   |                                                                                                                    |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                   | <b>Column 3</b>                                   | <b>Column 4</b>                                                                                                    |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                            | <b>DELEGATE</b>                                   | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                |
| s46Q(4)(e)                               | duty to expend that amount on other works etc.                                                                                                    | GMSPD<br>CEO<br>PC<br>MPB                         | <ul style="list-style-type: none"> <li>with the consent of, and in the manner approved by, the Minister</li> </ul> |
| s.46QC                                   | power to recover any amount of levy payable under Part 3B                                                                                         | GMSPD<br>MFCS<br>PC<br>MPB                        |                                                                                                                    |
| s.46V(3)                                 | duty to make a copy of the approved strategy plan (being the Melbourne Airport Environs Strategy Plan) and any documents lodged with it available | GMSPD<br>PC<br>MPB                                |                                                                                                                    |
| s.46Y                                    | duty to carry out works in conformity with the approved strategy plan                                                                             | PCofC<br>GMSPD<br>GMIS<br>PC<br>MPB<br>EP<br>MECS |                                                                                                                    |
| s.47                                     | power to decide that an application for a planning permit does not comply with that Act.                                                          | GMSPD<br>PC<br>MPB<br>EP<br>MECS                  |                                                                                                                    |
| s.49(1)                                  | duty to keep a register of all applications for permits and determinations relating to permits                                                    | GMSPD<br>PC<br>MPB<br>PLO<br>PA<br>EP             |                                                                                                                    |



| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                              |                                 |                                     |
|------------------------------------------|----------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                              | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                       | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                                          |                                                                                              | MECS                            |                                     |
| s.49(2)                                  | duty to make register available for inspection                                               | GMSPD<br>PA<br>PC<br>PLO<br>MPB |                                     |
| s.50(4)                                  | duty to amend application                                                                    | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.50(5)                                  | power to refuse to amend application                                                         | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.50(6)                                  | duty to make note of amendment to application in register                                    | GMSPD<br>PC<br>PLO<br>MPB<br>PA |                                     |
| s.50A(1)                                 | power to make amendment to application                                                       | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.50A(3)                                 | power to require applicant to notify owner and make a declaration that notice has been given | GMSPD<br>PC<br>PLO<br>MPB       |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                               |                                 |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                               | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                        | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.50A(4)                                 | duty to note amendment to application in register                                                                                                                             | GMSPD<br>PC<br>PLO<br>MPB<br>PA |                                     |
| s.51                                     | duty to make copy of application available for inspection                                                                                                                     | GMSPD<br>PC<br>PLO<br>MPB<br>PA |                                     |
| s.52(1)(a)                               | duty to give notice of the application to owners/occupiers of adjoining allotments unless satisfied that the grant of permit would not cause material detriment to any person | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.52(1)(b)                               | duty to give notice of the application to other municipal councils where appropriate                                                                                          | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.52(1)(c)                               | duty to give notice of the application to all persons required by the planning scheme                                                                                         | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.52(1)(ca)                              | duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if may result in breach of covenant                     | GMSPD<br>PC<br>PLO<br>MPB       |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                        |                                    |                                     |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                        | <b>Column 3</b>                    | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                 | <b>DELEGATE</b>                    | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.52(1)(cb)                              | duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if application is to remove or vary the covenant | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.52(1)(d)                               | duty to give notice of the application to other persons who may be detrimentally effected                                                                              | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.52(1A)                                 | power to refuse an application                                                                                                                                         | PCofC<br>GMSPD<br>PC<br>MPB        |                                     |
| s.52(3)                                  | power to give any further notice of an application where appropriate                                                                                                   | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.53(1)                                  | power to require the applicant to give notice under section 52(1) to persons specified by it                                                                           | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.53(1A)                                 | power to require the applicant to give the notice under section 52(1AA)                                                                                                | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.54(1)                                  | power to require the applicant to provide more information                                                                                                             | GMSPD<br>PC<br>MPB<br>PLO          |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                |                                 |                                     |
|------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                         | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.54(1A)                                 | duty to give notice in writing of information required under s.54(1)                           | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.54(1B)                                 | duty to specify the lapse date for an application                                              | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.54A(3)                                 | power to decide to extend time or refuse to extend time to give required information           | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.54A(4)                                 | duty to give written notice of decision to extend or refuse to extend time und s.54A(3)        | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.55(1)                                  | duty to give copy application to every referral authority specified in the planning scheme     | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.57(2A)                                 | power to reject objections considered made primarily for commercial advantage for the objector | GMSPD<br>PC<br>CEO<br>MPB       |                                     |
| s.57(3)                                  | function of receiving name and address of persons to whom notice of decision is to go          | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                       |                                 |                                     |
|------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                       | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.57(5)                                  | duty to make available for inspection copy of all objections                          | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.57A(4)                                 | duty to amend application in accordance with applicant's request, subject to s.57A(5) | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.57A(5)                                 | power to refuse to amend application                                                  | GMSPD<br>PC<br>CEO<br>MPB       |                                     |
| s.57A(6)                                 | duty to note amendments to application in register                                    | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.57B(1)                                 | duty to determine whether and to whom notice should be given                          | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.57B(2)                                 | duty to consider certain matters in determining whether notice should be given        | GMSPD<br>PC<br>PLO<br>MPB       |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------|----------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                | <b>Column 3</b>                        | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                         | <b>DELEGATE</b>                        | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| s.57C(1)                                 | duty to give copy of amended application to referral authority | GMSPD<br>PC<br>PLO<br>PA<br>MPB        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| s.58                                     | duty to consider every application for a permit                | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| s.60                                     | duty to consider certain matters                               | PCofC<br><br>GMSPD<br>PLO<br>PA<br>MPB | <p>Save where the proposed use and/or development.</p> <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> </ul> <p>Or where the application may have an affect on the broader community.</p> |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                  |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------|------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                  | <b>Column 3</b>                        | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                           | <b>DELEGATE</b>                        | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| s60(1A)                                  | power to consider certain matters before deciding on application | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| s.61(1)(a)                               | power to decide to grant a permit                                | PCofC<br><br>GMSPD<br>PC<br>PLO<br>MPB | <p>Save where the proposed use and/or development.</p> <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> </ul> <p>Save where the application may have an affect on the broader community.</p> <p>The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006.</p> |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                   |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------|---------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                   | <b>Column 3</b>                        | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                            | <b>DELEGATE</b>                        | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| s.61(1)(b)                               | power to decide to grant a permit with conditions | PCofC<br><br>GMSPD<br>PC<br>PLO<br>MPB | <p>Save where the proposed use and/or development.</p> <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> </ul> <p>Save where the application may have an affect on the broader community.</p> <p>The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006.</p> |



| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                             | <b>Column 3</b>                 | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                      | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| s.61(1)(c)                               | power to refuse the permit                                                                  | PCofC<br><br>GMSPD<br>PC<br>MPB | Save where the proposed use and/or development. <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> </ul> Save where the application may have an affect on the broader community. |
| s.61(2)                                  | duty to decide to refuse to grant a permit if referral authority objects to grant of permit | PCofC<br>GMSPD<br>PC<br>MPB     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| s.61(3)(a)                               | duty not to decide to grant a permit to use coastal Crown land without Minister's consent   | PCofC<br>GMSPD<br>PC<br>MPB     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                   |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <b>Column 1</b>                          | <b>Column 2</b>                                                   | <b>Column 3</b>                        | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                            | <b>DELEGATE</b>                        | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| s.61(3)(b)                               | duty to refuse to grant the permit without the Minister's consent | PCofC<br>GMSPD<br>PC<br>MPB            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| s.62(1)                                  | duty to include certain conditions in deciding to grant a permit  | PCofC<br><br>GMSPD<br>PC<br>PLO<br>MPB | Save where the proposed use and/or development. <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> <li>• Or where the application may have an affect on the broader community.</li> </ul> |
| s.62(2)                                  | power to include other conditions                                 | PCofC<br><br>GMSPD<br>PC<br>PLO<br>MPB | Save where the proposed use and/or development. <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces</li> </ul>                                                                                                                                                                                                                                                                                                                                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                             |                                        |                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                             | <b>Column 3</b>                        | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                      | <b>DELEGATE</b>                        | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                 |
|                                          |                                                                                                                                             |                                        | <p>pursuant to Clause 52.06, Colac Otway Planning Scheme.</p> <ul style="list-style-type: none"> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> <li>• Or where the application may have an affect on the broader community.</li> </ul> |
| s.62(5)(a)                               | power to include a permit condition to implement an approved development contributions plan                                                 | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB     |                                                                                                                                                                                                                                                                                                                                                                                                     |
| s.62(5)(b)                               | power to include a permit condition that specified works be provided on or to the land or paid for in accordance with section 173 agreement | PCofC<br><br>GMSPD<br>PC<br>PLO<br>MPB | <p>Save where the proposed use and/or development.</p> <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> </ul>                                                      |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                                                |                                    |                                                                                                                                                                                                                     |
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| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                                                | <b>Column 3</b>                    | <b>Column 4</b>                                                                                                                                                                                                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                                         | <b>DELEGATE</b>                    | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                 |
|                                          |                                                                                                                                                                                                |                                    | <ul style="list-style-type: none"> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> <li>• Or where the application may have an affect on the broader community.</li> </ul> |
| s.62(5)(c)                               | power to include a permit condition that specified works be provided or paid for by the applicant                                                                                              | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                     |
| s.62(6)(a)                               | duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with .62(5) or s.46N                                                      | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                     |
| s.62(6)(b)                               | duty not to include a permit condition requiring a person to pay an amount for or provide works except a condition that a planning scheme requires to be included as referred to in s.62(1)(a) | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                     |
| s.63                                     | duty to issue the permit where made a decision in favour of the application (if no one has objected)                                                                                           | GMSPD<br>PC<br>PLO<br>MPB          |                                                                                                                                                                                                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                |                                 |                                     |
|------------------------------------------|--------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                         | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.64(1)                                  | duty to give notice of decision to grant a permit to applicant and objectors   | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.64(3)                                  | duty not to issue a permit until after the specified period                    | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.65(1)                                  | duty to give notice of refusal to grant permit to applicant and objector       | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.66                                     | duty to give notice under s.64 or s.65 and copy permit to referral authorities | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.69(1)                                  | function of receiving application for extension of time of permit              | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.69(2)                                  | power to extend time                                                           | PCofC<br>GMSPD<br>PC<br>PLO     |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                |                                    |                                     |
|------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                | <b>Column 3</b>                    | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                         | <b>DELEGATE</b>                    | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                                          |                                                                                                | MPB                                |                                     |
| s.70                                     | duty to make copy permit available for inspection                                              | GMSPD<br>PC<br>PLO<br>PA<br>MPB    |                                     |
| s.71(1)                                  | power to correct certain mistakes                                                              | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.71(2)                                  | duty to note corrections in register                                                           | GMSPD<br>PC<br>PLO<br>PA<br>MPB    |                                     |
| s.73                                     | power to decide to grant amendment subject to conditions                                       | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.74                                     | duty to issue amended permit to applicant if no objectors                                      | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| s.76                                     | duty to give applicant and objectors notice of decision to refuse to grant amendment to permit | GMSPD<br>PC<br>PLO<br>PA<br>MPB    |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                           |                                 |                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                           | <b>Column 3</b>                 | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                         |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                    | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                     |
| s.76A                                    | duty to give referral authorities copy of amended permit and copy of notice                               | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                                                                                                                                                                                                                                                                                                                         |
| s.76D                                    | duty to comply with direction of Minister to issue amended permit                                         | GMSPD<br>PC<br>PLO<br>MPB       |                                                                                                                                                                                                                                                                                                                                         |
| s.83                                     | function of being respondent to an appeal                                                                 | GMSPD<br>PC<br>PLO<br>MPB       |                                                                                                                                                                                                                                                                                                                                         |
| s.83B                                    | duty to give or publish notice of application for review                                                  | GMSPD<br>PC<br>PLO<br>MPB       |                                                                                                                                                                                                                                                                                                                                         |
| s.84(1)                                  | power to decide on an application at any time after an appeal is lodged against failure to grant a permit | PCofC<br><br>GMSPD<br>PC<br>MPB | Save where the proposed use and/or development. <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> </ul> |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                       |                           |                                                                                                                                                                                                                |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                       | <b>Column 3</b>           | <b>Column 4</b>                                                                                                                                                                                                |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                | <b>DELEGATE</b>           | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                            |
|                                          |                                                                                                                                       |                           | <ul style="list-style-type: none"> <li>• Or four (4) or more objections have been lodged against the grant of a permit.<br/>Save where the application may have an affect on the broader community.</li> </ul> |
| s.84(2)                                  | duty not to issue a permit or notice of decision or refusal after an application is made for review of a failure to grant a permit    | GMSPD<br>PC<br>MPB        |                                                                                                                                                                                                                |
| s.84(3)                                  | duty to tell principal registrar if decide to grant a permit after an application is made for review of its failure to grant a permit | GMSPD<br>PC<br>MPB        |                                                                                                                                                                                                                |
| s.84(6)                                  | duty to issue permit on receipt of advice within 3 working days                                                                       | GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                |
| s.86                                     | duty to issue a permit at order of Tribunal within 3 working days                                                                     | GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                |
| s.87(3)                                  | power to apply to VCAT for the cancellation or amendment of a permit                                                                  | GMSPD<br>PC<br>MPB        |                                                                                                                                                                                                                |
|                                          |                                                                                                                                       |                           |                                                                                                                                                                                                                |
| s.90(1)                                  | function of being heard at hearing of request for cancellation or amendment of a permit                                               | GMSPD<br>PC<br>PLO<br>MPB |                                                                                                                                                                                                                |



| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                   |                           |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                   | <b>Column 3</b>           | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                            | <b>DELEGATE</b>           | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.91(2)                                  | duty to comply with the directions of VCAT                                                                        | GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.91(2A)                                 | Duty to issue amended permit to owner if Tribunal so directs                                                      | GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.92                                     | duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s.90        | GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.93(2)                                  | duty to give notice of VCAT order to stop development                                                             | GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.95(3)                                  | function of referring certain applications to the Minister                                                        | GMSPD<br>PC<br>MPB        |                                     |
| s.95(4)                                  | duty to comply with an order or direction                                                                         | GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.96(1)                                  | duty to obtain a permit from the Minister to use and develop its land                                             | GMSPD<br>PC<br>MPB        |                                     |
| s.96(2)                                  | function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land | GMSPD<br>PC<br>MPB        |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                                                                                                                        |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                                                                                                                        | <b>Column 3</b>                 | <b>Column 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                                                                                                                 | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| s.96A(2)                                 | power to agree to consider an application for permit concurrently with preparation of proposed amendment                                                                                                                                                               | GMSPD<br>PC<br>PLO<br>MPB       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| s.96C                                    | power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C                                                                                                                                                      | GMSPD<br>PC<br>MPB              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| s.96G                                    | power to determine to recommend that a permit be granted or to refuse to recommend that a permit be granted and power to notify applicant of the determination (including power to give notice under s 23 of the Planning and Environment (Planning Schemes) Act 1996) | PCofC<br><br>GMSPD<br>PC<br>MPB | Save where the proposed use and/or development. <ul style="list-style-type: none"> <li>• Does not provide the required amount of car parking spaces pursuant to Clause 52.06, Colac Otway Planning Scheme.</li> <li>• Or proposed development is in excess of eight (8) metres in overall height above natural ground level.</li> <li>• Or four (4) or more objections have been lodged against the grant of a permit.</li> <li>• Or where the application may have an affect on the broader community.</li> </ul> |
| s.96H                                    | power to give notice in compliance with Minister's direction                                                                                                                                                                                                           | GMSPD<br>PC<br>MPB              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                             |                                 |                                     |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                             | <b>Column 3</b>                 | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                      | <b>DELEGATE</b>                 | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.96J                                    | power to issue permit as directed by the Minister                                                                           | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.96K                                    | duty to comply with direction of the Minister to give notice of refusal                                                     | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.97C                                    | power to request Minister to decide the application                                                                         | GMSPD<br>PC<br>MPB              |                                     |
| s.97D(1)                                 | duty to comply with directions of Minister to supply any document or assistance relating to application                     | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.97G(3)                                 | function of receiving from Minister copy of notice of refusal to grant permit or copy of any permit granted by the Minister | GMSPD<br>PC<br>PLO<br>MPB       |                                     |
| s.97G(6)                                 | duty to make a copy of permits issued under s.97F available for inspection                                                  | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |
| s.97L                                    | duty to include Ministerial decisions in a register kept under s.49                                                         | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                           |                                         |                                     |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                           | <b>Column 3</b>                         | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                    | <b>DELEGATE</b>                         | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.97O                                    | duty to consider application and issue or refuse to issue certificate of compliance                                       | GMSPD<br>PC<br>PLO<br>MPB               |                                     |
| s.97P(3)                                 | duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate | GMSPD<br>PC<br>PLO<br>MPB               |                                     |
| s.97Q(2)                                 | function of being heard by VCAT at hearing of request for amendment or cancellation of certificate                        | GMSPD<br>PC<br>PLO<br>EP<br>MPB<br>MECS |                                     |
| s.97Q(4)                                 | duty to comply with directions of VCAT                                                                                    | GMSPD<br>PC<br>PLO<br>MPB               |                                     |
| s.97R                                    | duty to keep register of all applications for certificate of compliance and related decisions                             | GMSPD<br>PC<br>PLO<br>PA<br>MPB         |                                     |
| s.98(1)&(2)                              | function of receiving claim for compensation in certain circumstances                                                     | GMSPD<br>MPB                            |                                     |
| s.98(4)                                  | duty to inform any person of the name of the person from whom compensation can be claimed                                 | GMSPD<br>MPB                            |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                       |                                         |                                     |
|------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                       | <b>Column 3</b>                         | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                | <b>DELEGATE</b>                         | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.101                                    | function of receiving claim for expenses in conjunction with claim                    | GMSPD<br>MPB                            |                                     |
| s.103                                    | power to reject a claim for compensation in certain circumstances                     | PCofC<br>GMSPD<br>MPB                   |                                     |
| s.107                                    | function of receiving claim for compensation                                          | GMSPD<br>MPB                            |                                     |
| s.114(1)                                 | power to apply to the VCAT for an enforcement order                                   | GMSPD<br>PC<br>MPB                      |                                     |
| s.117(1)(a)                              | function of making a submission to the VCAT where objections are received             | GMSPD<br>PC<br>PLO<br>EP<br>MPB<br>MECS |                                     |
| s.120(1)                                 | power to apply for an interim enforcement order where s.114 application has been made | GMSPD<br>PC<br>MPB                      |                                     |
| s.123(1)                                 | power to carry out work required by enforcement order and recover costs               | GMSPD<br>PC<br>MPB                      |                                     |
| s.123(2)                                 | power to sell buildings, materials, etc salvaged in carrying out work under s.123(1)  | GMSPD<br>MPB                            | Except Crown Land                   |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                                                                                                                                                                                                                                |                           |                                                   |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                                                                                                                                                                                                                                | <b>Column 3</b>           | <b>Column 4</b>                                   |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                                                                                                                                                                                                                         | <b>DELEGATE</b>           | <b>CONDITIONS &amp; LIMITATIONS</b>               |
| s.129                                    | function of recovering penalties                                                                                                                                                                                                                                                                                                                                               | GMSPD<br>MFCS<br>MPB      |                                                   |
| s.130(5)                                 | power to allow person served with an infringement notice further time                                                                                                                                                                                                                                                                                                          | GMSPD<br>PC<br>PLO<br>MPB |                                                   |
| s.131(1)                                 | power to withdraw planning infringement notice                                                                                                                                                                                                                                                                                                                                 | GMSPD<br>PC<br>MPB        |                                                   |
| s.131(3)                                 | duty to refund penalty where infringement notice withdrawn                                                                                                                                                                                                                                                                                                                     | GMSPD<br>PC<br>MPB        |                                                   |
| s.133                                    | power to enter land as an Authorised Officer                                                                                                                                                                                                                                                                                                                                   | GMSPD<br>PC<br>PLO<br>MPB |                                                   |
| s.149A(1)                                | power to refer a matter to the VCAT for determination                                                                                                                                                                                                                                                                                                                          | GMSPD<br>PC<br>MPB        |                                                   |
| s.156                                    | duty to pay fees and allowances (including a payment to the Crown under subsection (2A) and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under subsection (2B)), power to ask for contribution under subsection (3) and power to abandon amendment or part of it under | GMSPD<br>PC<br>MPB        | Where Council is the relevant planning authority. |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                                                                                                                 |                             |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                                                                                                                 | <b>Column 3</b>             | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                                                                                                          | <b>DELEGATE</b>             | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                                          | subsection (4)                                                                                                                                                                                                                                  |                             |                                     |
| s.171(2)(f)                              | power to carry out studies and commission reports                                                                                                                                                                                               | GMSPD<br>PC<br>MPB          |                                     |
| s.171(2)(g)                              | power to grant and reserve easements                                                                                                                                                                                                            | PCofC<br>GMSPD<br>PC<br>MPB |                                     |
| s.173                                    | power to enter into agreement covering matters set out in s.174                                                                                                                                                                                 | GMSPD<br>PC<br>MPB          |                                     |
| ---                                      | power to decide whether something is to the satisfaction of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires something to be to the satisfaction of Council or Responsible Authority | GMSPD<br>PC<br>PLO<br>MPB   |                                     |
| ---                                      | power to give consent on behalf of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires that something may not be done without the consent of Council or Responsible Authority           | GMSPD<br>PC<br>MPB          |                                     |
| s.178                                    | power to amend a s.173 agreement                                                                                                                                                                                                                | PCofC<br>GMSPD<br>PC<br>MPB |                                     |
| s.179(1)                                 | duty to lodge agreement with Minister                                                                                                                                                                                                           | GMSPD<br>PC<br>PLO<br>MPB   |                                     |

| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                            |                                  |                                     |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                            | <b>Column 3</b>                  | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                     | <b>DELEGATE</b>                  | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.179(2)                                 | duty to make available for inspection copy agreement                                                                       | GMSPD<br>PC<br>PLO<br>MPB        |                                     |
| s.181                                    | power to apply to the Registrar of Titles for registration of the agreement and to deliver a memorial to Registrar-General | GMSPD<br>PC<br>PLO<br>MPB        |                                     |
| s.182                                    | power to enforce an agreement                                                                                              | CEO<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
| s.183                                    | duty to tell Registrar of Titles of ending/amendment of agreement                                                          | GMSPD<br>PC<br>PLO<br>MPB        |                                     |
| s.198(1)                                 | function to receive application for planning certificate                                                                   | GMSPD<br>PC<br>PLO<br>PA<br>MPB  |                                     |
| s.199(1)                                 | duty to give planning certificate to applicant                                                                             | GMSPD<br>PC<br>PLO<br>MPB        |                                     |
| s.201(1)                                 | function of receiving application for declaration of underlying zoning                                                     | GMSPD<br>PC<br>PLO               |                                     |



| <b>PLANNING AND ENVIRONMENT ACT 1987</b> |                                                                                                                                                       |                                    |                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|
| <b>Column 1</b>                          | <b>Column 2</b>                                                                                                                                       | <b>Column 3</b>                    | <b>Column 4</b>                     |
| <b>PROVISION</b>                         | <b>THING DELEGATED</b>                                                                                                                                | <b>DELEGATE</b>                    | <b>CONDITIONS &amp; LIMITATIONS</b> |
|                                          |                                                                                                                                                       | PA<br>MPB                          |                                     |
| s.201(3)                                 | duty to make declaration                                                                                                                              | GMSPD<br>PC<br>PLO<br>MPB          |                                     |
| -                                        | power to decide, in relation to any planning scheme or permit, that a specified thing has or has not been done to the satisfaction of Council         | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
| -                                        | power, in relation to any planning scheme or permit, to consent or refuse to consent to any matter which requires the consent or approval of Council. | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
|                                          | power to approve any plan or any amendment to a plan or other document in accordance with a provision of a planning scheme or a condition in a permit | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |
|                                          | power to give written authorisation in accordance with a provision of a planning scheme                                                               | PCofC<br>GMSPD<br>PC<br>PLO<br>MPB |                                     |

| <b>PLANNING AND ENVIRONMENT REGULATIONS 2005</b> |                                                                                                                                                                                                                                                                                 |                                 |                 |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------|
| <b>Column 1</b>                                  | <b>Column 2</b>                                                                                                                                                                                                                                                                 | <b>Column 3</b>                 | <b>Column 4</b> |
| <b>PROVISION</b>                                 | <b>THING DELEGATED</b>                                                                                                                                                                                                                                                          | <b>DELEGATE</b>                 | <b>COMMENTS</b> |
| r 6                                              | duty of responsible authority to provide copy of matter considered under section 60(1A)(g) for inspection free of charge                                                                                                                                                        | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                 |
| r7                                               | duty of responsible authority to provide copy information or report requested by Minister                                                                                                                                                                                       | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                 |
| r22                                              | power of responsible authority to require verification of information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in application for permit or to amend a permit or any information provided under section 54 of the Act | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                 |
| r 55                                             | duty of responsible authority to tell Registrar of Titles under r 183 of the Act of the cancellation or amendment of an agreement                                                                                                                                               | GMSPD<br>PC<br>PLO<br>PA<br>MPB |                 |

| <b>PLANNING AND ENVIRONMENT (FEES) REGULATIONS 2000</b> |                                                                                                                   |                    |                 |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| <b>Column 1</b>                                         | <b>Column 2</b>                                                                                                   | <b>Column 3</b>    | <b>Column 4</b> |
| <b>PROVISION</b>                                        | <b>THING DELEGATED</b>                                                                                            | <b>DELEGATE</b>    | <b>COMMENTS</b> |
| r.13(1)                                                 | power to waive or rebate fee in prescribed circumstances                                                          | GMSPD<br>PC<br>MPB |                 |
| r.13(2)                                                 | power to waive or rebate fee for amendment to a planning scheme in prescribed circumstances                       | GMSPD<br>PC<br>MPB |                 |
| r.13(3)                                                 | duty if fee waived or rebated to record the matters taken into account and which formed the basis of the decision | GMSPD<br>PC<br>MPB |                 |

| <b>RESIDENTIAL TENANCIES ACT 1997</b> |                                                                                                      |                 |                                     |
|---------------------------------------|------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|
| <b>Column 1</b>                       | <b>Column 2</b>                                                                                      | <b>Column 3</b> | <b>Column 4</b>                     |
| <b>PROVISION</b>                      | <b>THING DELEGATED</b>                                                                               | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s.522                                 | give a compliance notice to a person                                                                 | LLC             |                                     |
| s.525(2)                              | power to authorise an officer to exercise powers in s.526 (either generally or in a particular case) | GMCCS           |                                     |
| s.525(4)                              | duty to issue identity card to authorised officers                                                   | GMCCS           |                                     |
| s.526(5)                              | duty to keep record of entry by authorised officer under section 526                                 | LLC             |                                     |
| s.527                                 | power to authorise a person to institute proceedings (either generally or in a particular case)      | LLC             |                                     |

| <b>RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 1999</b> |                                                                                                                                                                                                     |                                     |                                     |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <b>Column 1</b>                                                                                                | <b>Column 2</b>                                                                                                                                                                                     | <b>Column 3</b>                     | <b>Column 4</b>                     |
| <b>PROVISION</b>                                                                                               | <b>THING DELEGATED</b>                                                                                                                                                                              | <b>DELEGATE</b>                     | <b>CONDITIONS &amp; LIMITATIONS</b> |
| r.8(a)                                                                                                         | power to: <ul style="list-style-type: none"> <li>grant registration or renewal of registration</li> <li>issue a certificate of registration or renewal of registration</li> </ul>                   | MHCS<br>EHC<br>EHO                  |                                     |
| r.11                                                                                                           | power to grant transfer of registration and duty to cause current certificate of registration to be endorsed                                                                                        | MHCS<br>EHC<br>EHO                  |                                     |
| r.13                                                                                                           | keep a register of caravan parks                                                                                                                                                                    | MHCS<br>EHC                         |                                     |
| r.14(3)                                                                                                        | approve place for display of certificate and other documents                                                                                                                                        | MHCS<br>EHC                         |                                     |
| r.20                                                                                                           | determine a lesser time for notification of details of intended installation                                                                                                                        | MHCS<br>EHC                         |                                     |
| r.33                                                                                                           | power to form view that refuse receptacles are sufficient and clean                                                                                                                                 | MHCS<br>EHC<br>EHO                  |                                     |
| r.34                                                                                                           | power to form view that refuse is disposed of adequately                                                                                                                                            | MHCS<br>EHC<br>EHO                  |                                     |
| r.35                                                                                                           | duty to consult with the relevant fire authority and determine: <ul style="list-style-type: none"> <li>the fire fighting facilities to be provided</li> <li>space for firefighter access</li> </ul> | GMSPD<br>MFPO<br>MHCS<br>EHC<br>MBS |                                     |

| <b>RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 1999</b> |                                                                                             |                                    |                                     |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|
| <b>Column 1</b>                                                                                                | <b>Column 2</b>                                                                             | <b>Column 3</b>                    | <b>Column 4</b>                     |
| <b>PROVISION</b>                                                                                               | <b>THING DELEGATED</b>                                                                      | <b>DELEGATE</b>                    | <b>CONDITIONS &amp; LIMITATIONS</b> |
| r.36                                                                                                           | duty to consult with the relevant fire authority and determine an emergency management plan | GMSPD<br>MHCS<br>MFPO<br>EHC       |                                     |
| r.38                                                                                                           | power to approve the installation of a rigid annexe in a caravan park                       | GMSPD<br>MHCS<br>EHO<br>EHC<br>MBS |                                     |
| r.39                                                                                                           | power to approve lighting                                                                   | GMIS<br>MHCS<br>EHO<br>EHC<br>MBS  |                                     |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                                                                                     |                 |                                                                                                |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                                                                                     | <b>Column 3</b> | <b>Column 4</b>                                                                                |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                                                                              | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>                                                            |
| s11(1)                          | power to declare a road by publishing a notice in the Government Gazette                                                                                                            | GMIS<br>MSA     | obtain consent in circumstances specified in s11(2)                                            |
| s11(8)                          | power to name a road or change the name of a road by publishing notice in Government Gazette                                                                                        | GMCCS<br>PRC    |                                                                                                |
| s11(9)(b)                       | duty to advise Registrar                                                                                                                                                            | GMCCS<br>PRC    |                                                                                                |
| s11(10)                         | duty to inform Secretary to Department of Sustainability and Environment of declaration etc.                                                                                        | MSA<br>PRC      |                                                                                                |
| s12(4)                          | power to publish, and provide copy, notice of proposed discontinuance                                                                                                               | GMIS<br>MSA     | power of coordinating road authority                                                           |
| s12(10)                         | duty to notify of decision made                                                                                                                                                     | GMIS<br>MSA     | power of coordinating road authority                                                           |
| s13(1)                          | power to fix a boundary road by publishing notice in Government Gazette                                                                                                             | GMIS<br>MSA     | power of coordinating road authority and obtain consent under s13(3) and s13(4) as appropriate |
| s14(7)                          | power to appeal against decision of VicRoads                                                                                                                                        | GMIS            |                                                                                                |
| s15(1)                          | power to enter into arrangement with another road authority or a utility to transfer a road management function of the road authority to the other road authority or to the utility | GMIS            |                                                                                                |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                            |                 |                                                                                               |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                            | <b>Column 3</b> | <b>Column 4</b>                                                                               |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                     | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>                                                           |
| s15(1A)                         | power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority | GMIS<br>MSA     |                                                                                               |
| s15(2)                          | duty to include details of arrangement in public roads register                                                            | GMIS<br>MSA     |                                                                                               |
| s16(7)                          | power to enter into an arrangement under s15                                                                               | GMIS            |                                                                                               |
| s16(8)                          | duty to enter details of determination in public roads register                                                            | GMIS<br>MSA     |                                                                                               |
| s17(2)                          | duty to register public road in public roads register                                                                      | MSA             | power of coordinating road authority                                                          |
| s17(3)                          | power to decide that a road is reasonably required for general public use                                                  | GMIS<br>MSA     | power of coordinating road authority                                                          |
| s17(3)                          | duty to register a road reasonably required for general public use in public roads register                                | MSA             | power of coordinating road authority                                                          |
| s17(4)                          | power to decide that a road is no longer reasonably required for general public use                                        | GMIS            | power of coordinating road authority                                                          |
| s17(4)                          | duty to remove road no longer reasonably required for general public use from public roads register                        | MSA             | power of coordinating road authority                                                          |
| s18(1)                          | power to designate ancillary area                                                                                          | GMIS            | power of coordinating road authority, and obtain consent in circumstances specified in s18(2) |



| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                 |                    |                                                                  |
|---------------------------------|-------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                 | <b>Column 3</b>    | <b>Column 4</b>                                                  |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                          | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b>                              |
| s18(3)                          | duty to record designation in public roads register                                             | GMIS<br>MSA        | power of coordinating road authority                             |
| s19(1)                          | duty to keep register of public roads in respect of which it is the coordinating road authority | GMIS<br>MSA        |                                                                  |
| s19(4)                          | duty to specify details of discontinuance in public roads register                              | GMIS<br>MSA        |                                                                  |
| s19(5)                          | duty to ensure public roads register is available for public inspection                         | GMIS<br>MSA        |                                                                  |
| s.21                            | power to reply to request for information or advice                                             | GMIS<br>MSA        | obtain consent in circumstances specified in s11(2)              |
| s.22(2)                         | power to comment on proposed direction                                                          | GMIS<br>MSA        |                                                                  |
| s.40(1)                         | duty to inspect, maintain and repair a public road.                                             | GMIS<br>MSA<br>MCW |                                                                  |
| s42(1)                          | power to declare a public road as a controlled access road                                      | GMIS               | power of coordinating road authority and Schedule 2 also applies |
| s42(2)                          | power to amend or revoke declaration by notice published in Government Gazette                  | GMIS               | power of coordinating road authority and Schedule 2 also applies |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                  |                        |                                                 |
|---------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                  | <b>Column 3</b>        | <b>Column 4</b>                                 |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                           | <b>DELEGATE</b>        | <b>CONDITIONS &amp; LIMITATIONS</b>             |
| s.53(2)                         | power to cause notice to be published in Government Gazette of amendment etc of document in road management plan | GMIS<br>MSA            |                                                 |
| s.54(2)                         | duty to give notice of proposal to make a road management plan                                                   | GMIS<br>MSA            |                                                 |
| s.55(1)                         | duty to cause notice of road management plan to be published in Government Gazette and newspaper                 | GMIS<br>MSA            |                                                 |
| s.63(1)                         | power to consent to conduct of works on road                                                                     | GMIS<br>MCW<br>MSA     | power of coordinating road authority            |
| s.63(2)(e)                      | power to conduct or to authorise the conduct of works in, on, under or over a road in an emergency               | GMIS<br>MCW<br>MSA     | power of infrastructure manager                 |
| s.64(1)                         | duty to comply with clause 13 of Schedule 7                                                                      | GMIS<br>MCW<br>MSA     | duty of infrastructure manager or works manager |
| s.66(1)                         | power to consent to structure etc                                                                                | LLC                    | power of coordinating road authority            |
| s.67(3)                         | power to request information                                                                                     | LLC                    | power of coordinating road authority            |
| s.68(2)                         | power to request information                                                                                     | LLC                    | power of coordinating road authority            |
| s71(3)                          | power to appoint an authorised officer                                                                           | GMSPD<br>GMCCS<br>GMIS |                                                 |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                           |                 |                                     |
|---------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                           | <b>Column 3</b> | <b>Column 4</b>                     |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                    | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b> |
| s86                             | duty to keep register re s85 matters                                                                      | GMIS            |                                     |
| s87(2)                          | power to investigate complaint and provide report                                                         | GMIS            |                                     |
| s116                            | power to cause or carry out inspection                                                                    | MSA<br>MCW      |                                     |
| s120(2)                         | power to seek consent of VicRoads                                                                         | GMIS<br>MCW     |                                     |
| s121(1)                         | power to enter into an agreement re works                                                                 | GMIS<br>MCW     |                                     |
| Schedule 2<br>Clause 2(1)       | power to make a decision re controlled access roads                                                       | GMIS            |                                     |
| Schedule 2<br>Clause 3(1)       | power to make policy about controlled access roads                                                        | GMIS            |                                     |
| Schedule 2<br>Clause 3(2)       | power to amend, revoke or substitute policy about controlled access roads                                 | GMIS            |                                     |
| Schedule 2<br>Clause 5          | duty to publish notice of declaration                                                                     | GMIS            |                                     |
| Schedule 5A<br>Clause 15(3)     | duty to provide a certificate under clause 15(2)(d)(ii) of schedule 5A on the written request of VicRoads | GMIS<br>MSA     |                                     |
| Schedule 5A<br>Clause 26        | duty to surrender land to the Crown following an order of the Governor in Council                         | GMIS            |                                     |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                                                                                                                                                                                                    |                    |                                                                                         |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                                                                                                                                                                                                    | <b>Column 3</b>    | <b>Column 4</b>                                                                         |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                                                                                                                                                                                             | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b>                                                     |
| Schedule 5A<br>Clause 27        | duty to surrender Council's interest in any Crown land to the Crown following an order of the Governor in Council                                                                                                                                                                                  | GMIS               |                                                                                         |
| Schedule 5A<br>Clause 51        | power to claim from VicRoads an amount for loss or expense incurred as a result of an order under Division 2 Part 5 of the Act.                                                                                                                                                                    | GMIS               |                                                                                         |
| Schedule 7,<br>Clause 7(1)      | duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve                                                                                                                                                 | GMIS<br>MCW<br>MSA | duty of infrastructure manager or works manager                                         |
| Schedule 7,<br>Clause 8(1)      | duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road                                     | GMIS<br>MCW        | duty of infrastructure manager or works manager                                         |
| Schedule 7,<br>Clause 9(1)      | duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works | GMIS<br>MCW<br>MSA | duty of infrastructure manager or works manager responsible for non-road infrastructure |
| Schedule 7,<br>Clause 9(2)      | duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance.                                                           | GMIS<br>MCW<br>MSA | duty of infrastructure manager or works manager                                         |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                                                   |                            |                                                 |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                                                   | <b>Column 3</b>            | <b>Column 4</b>                                 |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                                            | <b>DELEGATE</b>            | <b>CONDITIONS &amp; LIMITATIONS</b>             |
| Schedule 7, Clause 10(2)        | where Schedule 7 Clause 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected | GMIS<br>MCW<br>MSA         | duty of infrastructure manager or works manager |
| Schedule 7 Clause 12(2)         | power to direct infrastructure manager or works manager to conduct reinstatement works                                                            | GMIS                       | power of coordinating road authority            |
| Schedule 7 Clause 12(3)         | power to take measures to ensure reinstatement works are completed                                                                                | GMIS<br>MCW<br>MSA         | power of coordinating road authority            |
| Schedule 7 Clause 12(4)         | duty to ensure that works are conducted by an appropriately qualified person                                                                      | GMIS<br>MCW<br>MSA         | power of coordinating road authority            |
| Schedule 7 Clause 12(5)         | power to recover costs                                                                                                                            | GMIS<br>MCW<br>MFCS<br>MSA | power of coordinating road authority            |
| Schedule 7, Clause 13(1)        | duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to Schedule 7, Clause 13(2)             | GMIS<br>MCW<br>MSA         | duty of works manager                           |
| Schedule 7 Clause 13(2)         | power to vary notice period                                                                                                                       | GMIS<br>MCW<br>MSA         | power of coordinating road authority            |
| Schedule 7, Clause 13(3)        | duty to ensure works manager has complied with obligation to give notice under Schedule 7, Clause 13(1)                                           | GMIS<br>MCW                | duty of infrastructure manager                  |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                                        |                    |                                                                                                                                       |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                                        | <b>Column 3</b>    | <b>Column 4</b>                                                                                                                       |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                                 | <b>DELEGATE</b>    | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                   |
| Schedule 7<br>Clause 16         | power to consent to proposed works                                                                                                     | GMIS<br>MSA<br>MCW | power of coordinating road authority                                                                                                  |
| Schedule 7<br>Clause 17(2)      | power to refuse to give consent                                                                                                        | GMIS               | power of coordinating road authority                                                                                                  |
| Schedule 7<br>Clause 18(1)      | power to enter into an agreement                                                                                                       | GMIS<br>MCW<br>MSA | power of coordinating road authority                                                                                                  |
| Schedule 7<br>Clause 19(1)      | power to give notice requiring rectification of works                                                                                  | GMIS<br>MSA<br>MCW | power of coordinating road authority                                                                                                  |
| Schedule 7<br>Clause 20(1)      | power to require removal, relocation, replacement or upgrade of existing non-road infrastructure                                       | MSA<br>LLC<br>MCW  | power of coordinating road authority                                                                                                  |
| Schedule 7A<br>Clause 2         | power to cause street lights to be installed on roads                                                                                  | GMIS<br>MSA        | power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road. |
| Schedule 7A<br>Clause 3(1)(d)   | duty to pay installation and operation costs of street lighting – where road is not an arterial road.                                  | GMIS<br>MSA        | where Council is the responsible road authority for the road.                                                                         |
| Schedule 7A<br>Clause 3(1)(e)   | duty to pay installation and operation costs of street lighting – where road is a service road on an arterial road and adjacent areas. | GMIS<br>MSA        | where Council is the responsible road authority.                                                                                      |

| <b>ROAD MANAGEMENT ACT 2004</b> |                                                                                                                                           |                 |                                                                                                                                                                     |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Column 1</b>                 | <b>Column 2</b>                                                                                                                           | <b>Column 3</b> | <b>Column 4</b>                                                                                                                                                     |
| <b>PROVISION</b>                | <b>THING DELEGATED</b>                                                                                                                    | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>                                                                                                                                 |
| Schedule 7A<br>Clause (3)(1)(f) | duty to pay installation and percentage of operation costs of street lighting – for arterial roads in accordance with clauses 3(2) and 4. | GMIS<br>MSA     | where Council is responsible road authority that installed the light (re. installation costs) and where Council is relevant municipal Council (re operating costs). |

| <b>ROAD MANAGEMENT (GENERAL) REGULATIONS 2005</b> |                                                                                                                                           |                 |                                      |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------|
| <b>Column 1</b>                                   | <b>Column 2</b>                                                                                                                           | <b>Column 3</b> | <b>Column 4</b>                      |
| <b>PROVISION</b>                                  | <b>THING DELEGATED</b>                                                                                                                    | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>  |
| r.301                                             | duty to conduct reviews of road management plan                                                                                           | GMIS<br>MSA     |                                      |
| r.302(2)                                          | duty to give notice of review of road management plan                                                                                     | GMIS<br>MSA     |                                      |
| r.302(5)                                          | duty to produce written report of review of road management plan and make report available                                                | GMIS<br>MSA     |                                      |
| r.303                                             | duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under section 41 of the Act | GMIS<br>MSA     |                                      |
| r.306(2)                                          | duty to record on road management plan the substance and date of effect of amendment                                                      | MSA             |                                      |
| r.501(1)                                          | power to issue permit                                                                                                                     | GMIS<br>MSA     | power of coordinating road authority |
| r.501(4)                                          | power to charge fee for issuing permit under r.501(1)                                                                                     | GMIS<br>MSA     | power of coordinating road authority |
| r.503(1)                                          | power to give written consent to person to drive on road a vehicle which is likely to cause damage to road                                | GMIS<br>MSA     | power of coordinating road authority |
| r.508(3)                                          | power to make submission to Tribunal                                                                                                      | GMIS            | power of coordinating road authority |



| <b>ROAD MANAGEMENT (GENERAL) REGULATIONS 2005</b> |                                                                                                         |                 |                                     |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|
| <b>Column 1</b>                                   | <b>Column 2</b>                                                                                         | <b>Column 3</b> | <b>Column 4</b>                     |
| <b>PROVISION</b>                                  | <b>THING DELEGATED</b>                                                                                  | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b> |
| r.509(1)                                          | power to remove objects, refuse, rubbish or other material deposited or left on road                    | MCW<br>LLC      | power of responsible road authority |
| r.509(2)                                          | power to sell or destroy things removed from road or part of road (after first complying with r.509(3)) | GMIS<br>LLC     | power of responsible road authority |
| r.509(4)                                          | power to recover in the Magistrates' Court, expenses from person responsible                            | GMIS<br>LLC     |                                     |

| <b>ROAD MANAGEMENT (WORKS AND INFRASTRUCTURE) REGULATIONS 2005</b> |                                                                                                                                                                                         |                 |                                      |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------|
| <b>Column 1</b>                                                    | <b>Column 2</b>                                                                                                                                                                         | <b>Column 3</b> | <b>Column 4</b>                      |
| <b>PROVISION</b>                                                   | <b>THING DELEGATED</b>                                                                                                                                                                  | <b>DELEGATE</b> | <b>CONDITIONS &amp; LIMITATIONS</b>  |
| r.10                                                               | power, where consent given under s.63(1) of the Act, to exempt a person from requirement under clause 13(1) of Schedule 7 to that Act to give notice as to the completion of those work | GMIS<br>MCW     | power of coordinating road authority |
| r.18(2)                                                            | power to waive whole or part of fee in certain circumstances                                                                                                                            | GMIS            | power of coordinating road authority |

**OM092207-4 S86 COMMITTEES OF MANAGEMENT**

|                 |                                   |           |                                                                |
|-----------------|-----------------------------------|-----------|----------------------------------------------------------------|
| AUTHOR:         | Colin Hayman                      | ENDORSED  | Rob Small                                                      |
| DEPARTMENT<br>: | Corporate & Community<br>Services | FILE REF: | 633 Coragulac-Beeac Road Warrion<br>2-4 Main Road Beech Forest |

**Purpose**

To consider appointment of new elected Committee members to the Warrion Hall and Beech Forest Hall.

**Background**

Council appoints Committees of Management under Section 86 of the *Local Government Act 1989* as Special Committees to Council to act in accordance with rules and conditions of appointment adopted by Council. The purpose of the Committees is to manage the operations of the facility. Council policy is that Committee of Management members are appointed up to a 3 year term.

Meeting to appoint new Committees were conducted and chaired by a Councillor:

|                   |              |
|-------------------|--------------|
| Warrion Hall      | 17 June 2009 |
| Beech Forest Hall | 21 June 2009 |

**Council Plan/Other Strategies/Policy**

The Council Plan 2009-2013 has the following vision and mission:

Our Vision – Council will work together with our community to create a sustainable, vibrant future.

Our Mission – Council will work in partnership with our community and other organisations to provide:

- Effective leadership, governance and financial accountability;
- Affordable and effective services;
- An advocacy and engagement approach to sustainably grow our community.

Committees of Management play an important role in the community, in partnership with Council.

**Issues/Options****Option 1**

Council's policy is that Committee of Management members are appointed for a 3 year term or less where applicable.

The 3 year term for these facilities is up and community persons have been put forward to be on the committee for a period of 3 years.

**Option 2**

Not to appoint the community persons put forward. It is an important process that each 3 years the members of the particular community/facility consider the membership of the S86 committee.

**Proposal**

It is proposed to appoint the following community persons to the committee named for a term of 3 years.

Warrion Hall Jack Illett, Colin Bayne, Lynette Facey, Peter Facey, Barbara Hallyburton

Beech Forest Hall Anthony Zappelli, Linda Perkins, Jacki Zappelli, Steve Trotter, Laurie Shaw, Sue Ladewig, Christine Elliott, Matt Bolton

### **Financial and other Resource Implications**

The Committees hold their own bank accounts and administer budgets set by the Committee in accordance with funds within these accounts.

### **Risk Management and Compliance Issues**

Each committee has been provided with a Risk Management and Insurance Manual which has been developed for Council Committees of Management. Each of the Committees operates under an Instrument of Delegation which sets out the powers, functions and duties of each committee.

### **Communication Strategy/Consultation**

The Management Committees were advised that a meeting was required to be held to appoint community persons to the committee for a 3 year period. Meetings were chaired by a Councillor.

### **Implementation**

A letter will be forwarded to the Management Committees advising them of the appointments to the committee.

### **Conclusion**

The decision to appoint these Committees as Special Committee of Council is in keeping with Council's policy of working with its community in the management of halls and reserves throughout the Shire.

### **Attachments**

Nil

### **Recommendation(s)**

- 1. That pursuant to Section 86 of the Local Government Act 1989, Council resolve to appoint the following elected members -***  
  
***Warrion Hall – Jack Illett, Colin Bayne, Lynette Facey, Peter Facey, Barbara Hallyburton***  
  
***Beech Forest Hall – Anthony Zappelli, Linda Perkins, Jacki Zappelli, Steve Trotter, Laurie Shaw, Sue Ladewig, Christine Elliott, Matt Bolton***
- 2. That in accordance with Section 81 sub-section(2) sub-section(a) of the Local Government Act 1989, Council resolve to exempt members of the Committees from being required to submit a primary or ordinary pecuniary interest return in accordance with this section.***
- 3. That the Committees be advised that a copy of minutes of committee meetings held be forwarded to Council for its record after each meeting and that a Treasurer's Report be provided annually.***

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**OM092207-5 PROCESSES OF MUNICIPAL GOVERNMENT LOCAL LAW NO 4 -
SCHEDULE 2**

| | | | |
|-------------|----------------------------------|-----------|----------------------------------|
| AUTHOR: | Colin Hayman | ENDORSED: | Rob Small |
| DEPARTMENT: | Corporate and Community Services | FILE REF: | GEN0159 Local Laws and Standards |

Purpose

For Council to endorse changes to Schedule 2 Local Law No 4 "Processes of Municipal Government". In order to facilitate more general access for the public to ask general questions at question time.

Background

At the Council meeting held on 24 June 2009 the following was resolved:

1. *That Council disband the Colac Otway Shire Roads Committee and include the business of that Committee in the regular Council agenda.*
2. *That Vic Roads be informed of this decision while emphasizing our desire to maintain communication with them relating to strategic roading issues that affect the Colac Otway Shire.*
3. *To ensure that questions can still be asked by the public, questions from the public on any Council matter be allowed at Ordinary Council meetings during the question time regardless of whether the matter is on the agenda. This is on the understanding that question asked on the day may not be able to be answered on the day of the Council meeting.*
4. *That Local Law No 4 Schedule 2 be adjusted in accordance with this resolution."*

As a result of the resolution Schedule 2 of Local Law No 4 has been adjusted.

Council Plan/Other Strategies/Policy

The Key Result Area of Leadership and Governance in the 2009/2013 Council Plan has the following objective:

Council will fulfil its leadership, statutory and legal obligations to its community and staff in a way that is: fair, ethical, inclusive, sustainable, financially responsible and meets the needs and practical aspirations of current and future generations.

Issues/Options

Local Law No 4

Clause 105(5) of the Local Law states that "public question will be conducted in accordance with any procedure adopted by Council from time to time (see schedule 2 for procedure as at September 2005)."

Schedule 2 has been adjusted to reflect the resolution from the Council meeting of 24 June 2009 to provide opportunity for members of the public to ask questions on matters not related to the Council agenda on the day of an Ordinary Council Meeting.

Proposal

That Council endorse the changes to Schedule 2 of Local Law No 4.

Financial and other Resource Implications

Not applicable.

Risk Management & Compliance Issues

Not applicable.

Environmental Considerations

Not applicable.

Communication Strategy/Consultation

The change to the Local Law provides an increased opportunity for members of the public to ask any question at an Ordinary Council meeting.

It is still the preference for questions in writing to provide an opportunity for answers to be provided on the day of the meeting as questions without notice may not be able to be answered at the meeting.

Implementation

The change to the Schedule is in place.

Conclusion

The change to Schedule 2 of Local Law No 4 provides increased opportunity for members of the public to ask questions.

Attachment

Schedule 2 of Local Law No 4.

Recommendation

That Council endorse the changes to Schedule 2 of Local Law No 4 "Processes of Municipal Government.



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**SCHEDULE 2 (As at July 2009)**

Deleted: September 2005

**COLAC OTWAY SHIRE COUNCIL  
COUNCIL MEETINGS – QUESTION TIME**

Please note the following procedures/conditions apply to the operation of Question Time (clause 105):

**Purpose**

Council has provided the opportunity for members of the public to ask questions related to issues in which Council has a direct interest or responsibility.

**Where, When and Who**

The public question time is held at every Ordinary Council Meeting commencing at 3.00 pm.

A maximum of 30 minutes has been provided for written questions and for questions without notice.

For Special Council Meetings a public question time may be held. Only questions related to the agenda will be accepted.

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**How to Register a Question**

1. Members of the public are encouraged to register a question not related to the Council agenda to be put to Council in the public question time so that a more well researched and complete response can be provided.
2. Questions can be submitted on the form attached or alternatively, the relevant information provided to Council.
3. Questions are encouraged to be lodged to the Chief Executive Officer, 2-6 Rae Street, Colac by 5.00 pm on the Monday preceeding the scheduled meeting.
4. Persons registering a question will need to complete and/or submit the following information:
  - Name
  - Address
  - Organisation (if applicable)
  - Date of Submission
  - Question
5. The Mayor shall read each question. The questioners or their representatives shall remain in the gallery.

**Questions without Notice**

1. Questions without notice relating to the Ordinary Council Meeting agenda for that day and other issues are also able to be asked.
2. Priority is given to registered questions.

Deleted: encouraged

3. Questions without notice may not be able to be answered at the meeting and may need to be followed up later in writing.

**Acceptance of Questions**

1. If the Mayor so permits, a second speaker may support or add to an answer given, but questions shall not be debated by Council during question time.
2. Questions shall be addressed to the Mayor who's prerogative it is to direct who shall answer each question.
3. There shall be no right of reply to the questioner; however with the approval of the Mayor, the questioner may ask up to two supplementary questions relating to the response to the substantive question.
4. The Mayor and/or CEO have the right to decline acceptance of a question on the basis of:
  - Prosecution, summonses or any other litigation;
  - Most appropriately addressed by other means;
  - Vague, irrelevant, insulting, improper or defamatory.

**Detailed Responses**

Questions requiring detailed research or detailed answers may be answered by letter.

---

Name.....

Address .....

Phone Number .....

Organisation you Represent (if applicable) .....

Date of Submission .....

**QUESTION**

.....  
.....  
.....  
.....  
.....



**OM092207-6 ADOPTION OF THE 2009/10 BUDGET**

|             |                                  |           |                          |
|-------------|----------------------------------|-----------|--------------------------|
| AUTHOR:     | Brett Exelby                     | ENDORSED  | Colin Hayman             |
| DEPARTMENT: | Corporate and Community Services | FILE REF: | GEN0392 Estimates/Budget |

**Purpose**

The purpose of this report is to present the 2009/10 Budget for Council's consideration with a recommendation that it be adopted.

**Background**

Under the *Local Government Act 1989*, Council is required to prepare and adopt an annual budget. The budget is required to be adopted and a copy submitted to the Minister before the 31 August each year.

At the Special Council Meeting held on 3rd June 2009, Council resolved to give notice of preparation of the proposed 2009/10 Budget, including proposed rates and charges for the year, and invited submissions on the budget in accordance with section 129 of the *Local Government Act 1989*.

The notice, advertising the proposed budget was subsequently advertised in the Colac Herald, the Extra and the Apollo Bay Newsheet.

The draft Budget was also placed on public display at the Rae Street Office and the Apollo Bay Customer Service Centre from Friday 5 June to Friday 3 July (4 week period). The draft Budget was also available on Council's website.

The closing date for submissions was Friday 3 July. Council considered submissions on the draft Budget at the Special Council Meeting held on Wednesday 8 July.

Council resolved:

***"That Council having considered the written submissions and having heard those in support of their written submission refer all submissions for further consideration to the Ordinary meeting of Council to be held on Wednesday 22 July 2009, as part of Council's deliberations in adopting the 2009/10 annual budget."***

This report forms part of the statutory process for the adoption of the 2009/10 Budget.

The Council report to the Special Council Meeting held on 3 June 2009 and the Budget Document provides a range of financial information.

The 2009/10 Budget will enable Council to deliver on key community priorities. These include the Alvie Recreation Reserve redevelopment, the Beechy Precinct – Global Connector (Joint Use Library) implementation of the Apollo Bay Transfer Station and a commitment to high quality service delivery in all service areas.

This budget maintains the focus on the elimination of the Infrastructure Renewal Gap. The Infrastructure Renewal Gap is the difference between what we should spend on renewal of roads and other assets as they reach the end of their useful lives and what we did spend. In 2004/05 the infrastructure renewal was almost \$5.0m. Through Council's financial discipline and responsible decision making, Council will continue to allocate 100% of the funds needed to meet our infrastructure renewal target, providing a more sustainable base for Council long-term operations.

The growth in services and facilities over the past decade is positive for the growth and development of Colac Otway Shire. Council has prepared a Budget for the 2009/2010 financial year which seeks to balance the demand for services and infrastructure with the community's capacity to pay. The budget provides information about rates, cash and investments, operating result, borrowing level, financial position, capital works and financial sustainability of the Council.

The budget document appended to this report provides detailed information with regard to the major impacts for 2009/10. It also provides details with regard to Council's financial management principles to ensure a financially sustainable future.

The draft budget proposal to the meeting on 3 June 2009 was for an increase of 5.95% in the average rates and charges per assessment.

Following further discussions this has been reduced to an increase of 5.72% in the average rates and charges per assessment. Details of the changes are included under Issues/Options.

This increase will enable Council to deliver a number of key initiatives and projects highlighted in the body of the report. The proposed budget is designed to deliver an operating surplus to fund capital works. The basis of sound financial management includes the principles for achieving operating surpluses, ensuring liquidity and maintaining long-term solvency.

#### **Council Plan/Other Strategies/Policy**

The 2009/10 Budget has been prepared in line with the Council Plan and is guided by priorities outlined in key strategic documents – the Council Plan and Strategic Resource Plan.

The 2009/10 Budget reflects Council's commitment to achieving progress against Council's Key Result Areas:

- Leadership and Governance
- Physical Infrastructure and Assets
- Land Use and Development
- Environmental Management
- Economic Development
- Community Health and Wellbeing

The 2009/10 Draft Budget was prepared in accordance with the requirements of the *Local Government Act 1989*.

The Budget is a critical planning and resource tool of Council and is vital to the ongoing operational and financial viability of Council. It sets out the expected income and expenditure both operational and capital for the coming year and also incorporates Council's rating strategy.

#### **Issues/Options**

Having considered the submissions and questions raised, further discussion has resulted in minor changes being made to the Budget for 2009/10.

The final draft budget being presented to Council has involved consultation and discussion between all stakeholders. The final document includes some minor changes to both the

user fees and charges and the financial statements. The changes to the financial statements are as a result of:

- Council offsetting the amount required from Council for design of the Bluewater Fitness Centre by \$40,000 contributions from community groups;
- The inclusion of roads related works on guardrail installations;
- An amendment to the works being carried out on the Apollo Bay Waste Transfer Station;
- A change in the payment of Councillor allowances to partially in arrears, which will result in a cash saving in 2009/10; and
- A reduction in the municipal charge to be levied from \$150 to \$147.

Council can choose to adopt the revised 2009/10 Budget or amend the budget prior to adoption.

#### **(a) Financial Challenges and Targets**

The challenges facing the Council are set out in the Strategic Resource Plan that was recently adopted by Council:

- Ageing infrastructure and a backlog of asset renewal;
- Extensive local roads system;
- Funding of capital expenditure investment;
- Environmental obligations including climate change;
- Maintaining operating surpluses;
- Maintenance of existing liquidity levels;
- Managing financial risks prudently in regard to debts, assets and liabilities;
- Development of rating policies that provide reasonable stability and equity in the level of the rate distribution; and
- Financial capacity to fund major infrastructure projects.

Other challenges which also need to be considered:

- Availability of appropriately skilled staff;
- Changing demographics and an ageing population resulting in a changing demand for existing Council services and changing Community expectation to enhance existing services;
- Diverse township and rural environments creating diverse wants and needs requiring flexible strategies to deal with them;
- Increasing government regulation placing demands on Council particularly in public risk, health and safety, planning, building, asset management and environmental management; and
- Dealing with reduced levels of federal and state government funding.

The Strategic Resource Plan also sets out the targets to be achieved to address the challenges:

- Ensure asset renewal gap capital commitments are met in real terms for each year of the Strategic Resource Plan;
- Achieve consistent operating surpluses;
- Achieve strong working capital and liquidity positions;
- Ensure cash balances are equal or above statutory and reserve levels;

- Ensure funding is available to meet the Shire's current and future environmental obligations;
- Ensure funding is available to meet the Shire's current and future accommodation obligations; and
- Review user fees and charges on an annual basis for equity and fairness

These targets will:

- Meet the strategic objectives proposed in the Council Plan;
- Continue to address the infrastructure funding gap issues of Council;
- Provide a reasonable degree of consistency and stability in the level of rates burden; and
- Enhance the longer term financial sustainability of Council.

**(b) Operating Result**

The Budget proposes a forecast operating surplus of \$2.7m, yet the overall cash position is expected to decrease by \$0.56m over the course of the financial year. This is of concern and needs to be addressed over the next four years.

The operating surplus is due to increases in Council's rates and charges revenue, and ongoing review of operating expenditure including the level of depreciation.

Council's underlying result illustrates our long term reliance on capital related grant revenue; however the draft Strategic Resource Plan for the years 2009/10 to 2012/13 assists Council in adopting a budget within a longer term prudent financial framework. The key objective of the Plan is financial sustainability in the medium to long term, while still achieving the Council's strategic objectives as specified in the Council Plan.

**(c) Capital Works**

The total value of the proposed Capital Works Program is \$15.71m of which \$7.74m relates directly to renewal, and \$1.76m for upgrades. A detailed list of projects is included in Appendix C of the Draft Budget document.

**(d) Fees and Charges**

A detailed list of fees and charges is included in the Budget document. All charges have been reviewed. Some fees are fixed by legislation while others are set on a user pays basis.

The schedule outlines the fees and charges for 2009/10 and provides a comparison to 2008/09 levels. The impact of GST on the fees and charges has also been included.

A number of new fees and charges are included in the schedule.

One change has been made to the fees and charges schedule in the Budget document. Under "Waste Management – Tyres Truck" the fee for 2008/09 should read \$15.60 and the fee for 2009/10 should be \$16.00.

**(e) Rating and Valuations**

The original draft budget proposal was for an increase in the average rates and charges (excluding supplementary rates) of 5.95% for the 2009/10 financial year.

With the changes made and a \$3 reduction in the Municipal Charge this has reduced the increase in the average rates and charges (excluding supplementary rates) to 5.72% for the 2009/10 financial year.

The combined 2008/09 Rates and Charges bill per assessment was \$1,237. The average for 2009/10 is now forecast to be \$1,307, being a \$70 or 5.72% increase on 2008/09.

During the year there will be additional properties and developments completed. An additional amount of \$100,000 in rates and charges has been budgeted as being received over the year.

#### **(f) Borrowing**

The Draft Budget includes new borrowings of \$3.35m for the following projects.

- Council's contribution to the Global Connector \$1.3m
- Apollo Bay Transfer Station \$1.5m
- Purchase of Land \$0.55m

Total Loan Liability will increase from a forecast of \$2.46m as at 30 June, 2009 to a budgeted figure of \$5.44m as at 30 June 2010.

It is proposed that the new borrowings will be based on a maximum term of 15 years.

Council's debt level will still meet the State Government's prudential ratio limits and there is still capacity for additional borrowings if needed for future projects. The Strategic Resource Plan indicates further borrowings of \$500,000 in 2010/11.

#### **Proposal**

That Council has considered all submissions received.

It is now proposed that Council adopt the revised 2009/2010 Budget in accordance with Section 130 of the Local Government Act 1989.

#### **Financial and Other Resource Implications**

The 2009/10 budget is a fiscally responsible document based on maintaining service delivery within the Shire and an increase in the average rates and charges of 5.95% per assessment.

Having taking into account the various challenges and issues that face Local Government, Council has framed a budget to ensure long-term financial sustainability.

#### **Risk Management and Compliance Issues**

Local Government Act 1989:

- Section 127 – “Council must prepare a Budget”
- Section 129 – “Public Notice”
- Section 130 – “Adoption of Budget or Revised Budget”
- Section 223 – “Right to make submission”

Local Government (Finance & Reporting) Regulations 2004:

- Regulation 8
- Regulation 9

#### **Environmental and Climate Change Considerations**

Environmental issues are considered in the development of projects.

**Community Strategy/Consultation**

Council under Sections 126 and 127 of the Local Government Act 1989 called for written Submissions on the Proposed Budget. Council gave public notice that the proposed document will be made available for inspection for 4 weeks and that Council will receive submissions made under Section 223 in respect of the budget.

People who had made a written submission were invited to speak in support of their Submission. Council heard and considered submissions at a Special Council meeting on Wednesday 8 July 2009.

Closing date for written submissions was Friday 3 July 2009.

Council received 3 submissions regarding the proposed budget within the time period. Two submitters requested to be heard.

It is considered that Council has addressed the matters raised in the submissions during the budget process.

**Summary**

The budget was prepared over a considerable period of time, with significant commitment from Councillors and staff.

In releasing the budget for public consideration, Council encouraged comments and submissions on the financial strategies contained within the Budget document.

Having considered submissions on Wednesday 8 July 2009, Council is in a position to formally adopt the 2009/10 Annual Budget.

**Attachments**

Colac Otway Shire Annual Budget 2009/2010

**Recommendation(s)****1. Adoption of 2009/2010 Budget**

**1.1 Council having considered all submissions received, adopts the 2009/2010 Budget annexed to this resolution as Attachment 1 in accordance with section 130 of the Local Government Act 1989 (the Act).**

**1.2 The Chief Executive Officer be authorised to give public notice of this decision to adopt the 2009/2010 Budget, in accordance with section 130(2) of the Act.**

**1.3 That a copy of the adopted Budget be forwarded to the Minister for Local Government before 31 August 2009, in accordance with section 130(4) of the Act.**

**1.4 That a copy of the adopted Budget be made available at the Rae Street Office and the Apollo Bay Customer Service Centre for public inspection in accordance with section 130(9) of the Act.**

**1.5 The persons making submissions to the budget be thanked in writing for their submission and advised of the outcome of the budget decision.**

**2. Amount intended to be raised**

**An amount of \$18,647,154 be declared as the amount that Council intends to raise by general rates, municipal charge and service (Waste Management) charges, which is calculated as follows:**

| <b>Category</b>                                      | <b>Income</b>             |
|------------------------------------------------------|---------------------------|
| <b>General Rates (including Supplementary rates)</b> | <b>\$14,474,082</b>       |
| <b>Municipal Charge</b>                              | <b>\$1,976,268</b>        |
| <b>Annual Service (Waste Management) Charges</b>     | <b><u>\$2,196,804</u></b> |
| <b>TOTAL*</b>                                        | <b>\$18,647,154</b>       |

(\*Excludes Supplementary Rates of \$100,000)

### **3. General Rates**

- 3.1 A general rate be declared for the period commencing 1 July 2009 to 30 June 2010.**
- 3.2 It be declared that the general rate be raised by the application of differential rates.**
- 3.3 A differential rate be respectively declared for rateable land having the respective characteristics specified below, which characteristics will form the criteria for each differential rate so declared:**

#### **3.3.1 Residential Land – Colac, Colac East, Colac West or Elliminyt**

**Any land which is located in Colac, Colac East, Colac West or Elliminyt that is not zoned for commercial or industrial use and which:**

- 3.3.1.1 is vacant or used primarily for residential purposes and is less than 1.0 hectare in area; and**
- 3.3.1.2 does not have the characteristics of:**
- a) Rural Farm Land;**
  - b) Holiday Rental Land; or**
  - c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt.**

#### **3.3.2 Residential Land - Balance of Shire**

**Any land which is 1.0 hectare or more in area or which is not located in Colac, Colac East, Colac West or Elliminyt that:**

- 3.3.2.1 is vacant or used primarily for residential purposes; and**
- 3.3.2.2 does not have the characteristics of:**
- a) Rural Farm Land;**
  - b) Holiday Rental Land;**
  - c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt; or**
  - d) Commercial/Industrial Land – Balance of Shire.**

#### **3.3.3 Rural Farm Land**

**Any land which is “Farm Land” within the meaning of section 2 of the Valuation of Land Act 1960.**

### **3.3.4 Holiday Rental Land**

**Any land that contains a dwelling, cabin or house or part of a house that:**

**3.3.4.1 is used for the provision of holiday accommodation for the purpose of generating income; or**

**3.3.4.2 is made generally available for holiday accommodation and is a secondary or supplemental source of income for the owner.**

**Note: Typically, the category will include absentee owned holiday houses, owner occupied “Bed and Breakfast” establishments, farm properties with accommodation cabins, holiday farms and the like.**

**The category will not include land used to provide tourist/holiday accommodation on an overtly commercial scale and basis where the provision of accommodation is an integral part of the use of the property. The types of properties excluded from this category would include motels, resorts, hotels with accommodation, caravan parks, centrally managed and promoted multi unit developments and the like.**

### **3.3.5 Commercial/Industrial Land - Colac, Colac East, Colac West or Elliminyt**

**Any land which is located in Colac, Colac East, Colac West or Elliminyt which:**

**3.3.5.1 does not have the characteristics of:**

- a) Rural Farm Land;**
- b) Residential Land – Colac, Colac East, Colac West or Elliminyt; or**
- c) Holiday Rental Land; and**

**3.3.5.2 is used primarily for:**

- a) the sale of goods or services;**
  - b) other commercial purposes; or**
  - c) industrial purposes**
- or which is vacant but zoned for commercial or industrial use.**

### **3.3.6 Commercial/Industrial Land - Balance of Shire**

**Any land which is not located in Colac, Colac East, Colac West or Elliminyt which:**

**3.3.6.1 does not have the characteristics of:**

- a) Rural Farm Land;**
- b) Residential Land – Balance of Shire; or**
- c) Holiday Rental Land; and**

**3.3.6.2 is used primarily for:**

- a) the sale of goods or services;**
  - b) other commercial purposes; or**
  - c) industrial purposes**
- or which is vacant but zoned for commercial or industrial use.**



- 3.4 Each differential rate will be determined by multiplying the Capital Improved Value of each rateable land (categorised by the characteristics described in paragraph 3.3 of this Resolution) by the relevant cents in the dollar indicated in the following table:**

| <b>Category</b>                                                                | <b>Cents in the dollar<br/>of Capital Improved Value</b> |
|--------------------------------------------------------------------------------|----------------------------------------------------------|
| <i>Residential Land – Colac, Colac East, Colac West or Elliminyt</i>           | <i>0.003231</i>                                          |
| <i>Residential Land – Balance of Shire</i>                                     | <i>0.002746</i>                                          |
| <i>Rural Farm Land</i>                                                         | <i>0.002552</i>                                          |
| <i>Holiday Rental Land</i>                                                     | <i>0.003231</i>                                          |
| <i>Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt</i> | <i>0.005331</i>                                          |
| <i>Commercial/Industrial Land – Balance of Shire</i>                           | <i>0.004523</i>                                          |

- 3.5 It be recorded that Council considers that each differential rate will contribute to the equitable and efficient carrying out of Council functions, and that**

**3.5.1 the respective objectives of each differential rate be those specified in Appendix B (part 8) of the 2009/10 Budget Document.**

**3.5.2 the respective types or classes of land which are subject to each differential rate be those defined in the Schedule to this Recommendation; and**

**3.5.3 the respective uses and levels of each differential rate in relation to those respective types or classes of land be those described in the Schedule to this Recommendation; and**

**3.5.4 the relevant:**

**3.5.4.1 uses of;**

**3.5.4.2 geographical locations of; and**

**3.5.4.3 planning scheme zonings of; and**

**3.5.4.4 types of buildings on the respective types or classes of land be those identified in the Schedule to this Recommendation.**

#### **4. Municipal Charge**

**4.1 A Municipal Charge be declared for the period commencing 1 July 2009 to 30 June 2010 to cover some of the administrative costs of the Council.**

**4.2 The municipal charge be the sum of \$147 per annum for each rateable property in respect of which a municipal charge can be levied.**

#### **5. Annual Service (Waste Management) Charges**

**5.1 An annual service (waste management) charge of \$240.00 per annum be declared for:**

**5.1.1 all land used primarily for residential or commercial purposes; or**

**5.1.2 other land in respect of which a weekly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.**

**5.2 An annual service (waste management) charge of \$156.00 per annum be declared for:**

- 5.2.1 all land used primarily for residential or commercial purposes; or**  
**5.2.2 other land in respect of which a fortnightly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.**

**6. Aire River Special (Drainage) Charge**

**A special charge of \$0.20 per hectare will be declared on those properties located within the Aire River Drainage Scheme for the period 1 July 2009 to 30 June 2010.**

**7. Tirrengower Special (Drainage) Charge**

**The special charge for the Tirrengower drainage works previously declared by Council be fixed at \$2.50 per hectare for the period 1 July 2009 to 30 June 2010.**

**8. Borrowings**

**The maximum term for new borrowings be 15 years.**

**9. Consequential**

**9.1 It be recorded that Council requires any person to pay interest at the maximum rate fixed under section 2 of the Penalty Interest Rates Act 1983 as the rate set out in accordance with section 172(2) of the Act on any amounts of rates and charges which:**

**9.1.1 that person is liable to pay; and**

**9.1.2 have not been paid by the date specified for their payment.**

**9.2 Council allow a lump sum payment and 4 instalment payments for the 2009/2010 year, on the dates published in the Victoria Government Gazette by the Minister and in accordance with section 167 of the Act.**

**9.3 Council authorises the General Manager Corporate & Community Services and the Property & Rates Co-ordinator to levy and recover the general rates, municipal charge and annual service charges in accordance with the Act.**

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Colac Otway
SHIRE

Naturally Progressive

COLAC OTWAY SHIRE

ANNUAL BUDGET

2009/2010

For the year ended

30 June 2010

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OVERVIEW

Executive Summary

The proposed Budget is a critical planning and resource tool of Council and is vital to the ongoing operational and financial viability of Council. It sets out the expected income and expenditure both operational and capital for the coming year and also incorporates Council's rating detail.

The 2009/10 budget has been developed through a comprehensive review process. The Councillors together with staff have analysed available information and financial data to ensure that the budget delivers Council's objectives and financial plans.

The annual budget process has involved:

- Development of Project Briefs;
- Analysis of funding options;
- Review of fees and charges;
- Review of business plans;
- Review of Services; and
- Review of Capital and Project Works.

The exhaustive analysis of the information provided and the review process undertaken to establish the budget for 2009/10 have produced a financially responsible budget.

Financial challenges facing the Council are included in the Strategic Resource Plan for the period 2009 – 2013.

- Ageing infrastructure and a backlog of asset renewal.
- Extensive local roads system.
- Funding of capital expenditure investment.
- Environmental obligations including climate change.
- Maintaining operating surpluses.
- Maintenance of existing liquidity levels.
- Managing financial risks prudently in regard to debts, assets and liabilities.
- Development of rating policies that provide reasonable stability and equity in the level of the rate distribution.
- Financial capacity to fund major infrastructure projects.

Targets to be achieved to address the challenges are also detailed in the Strategic Resource Plan:

- Ensure asset renewal gap capital commitments are met in real terms for each year of the Strategic Resource Plan.
- Achieve consistent operating surpluses.
- Achieve strong working capital and liquidity positions.
- Ensure cash balances are equal or above statutory and reserve levels.
- Ensure funding is available to meet the Shire's current and future environmental obligations.
- Ensure funding is available to meet the Shire's current and future accommodation obligations.
- Review fees and charges on an annual basis for equity and fairness.

These targets will:

- Meet the strategic objectives proposed in the Council Plan.
- Continue to address the infrastructure funding gap issues of Council.
- Provide a reasonable degree of consistency and stability in the level of rates burden.
- Enhance the longer term financial sustainability of Council.

The 2009/10 Budget aims to ensure that the improvements in Council's financial position continue and meet the targets as set out in the Strategic Resource Plan.

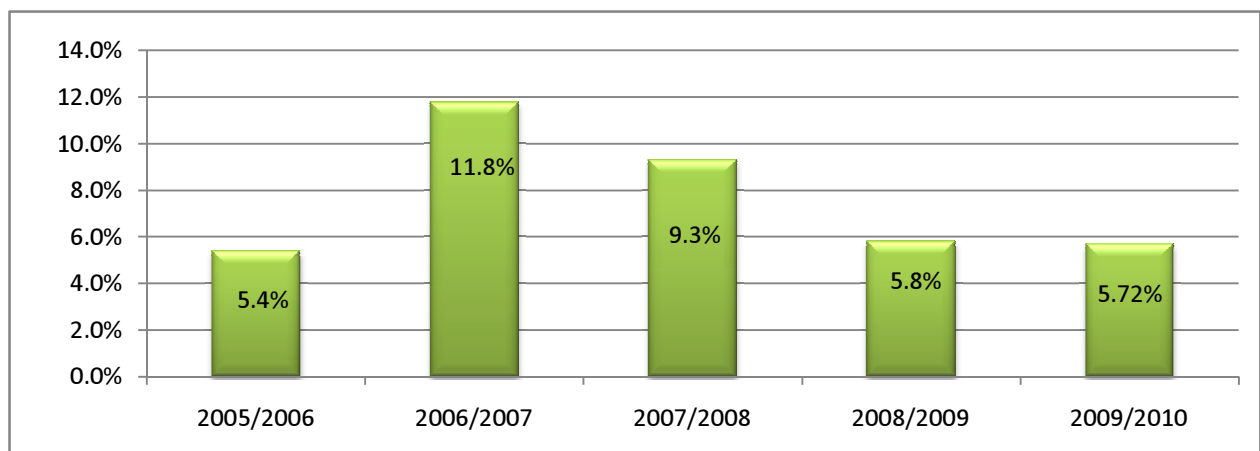
The 2009/10 Budget will enable Council to deliver on key community priorities. These include the Alvie Recreation Reserve redevelopment, the Beechy Precinct – Global Connector (Joint Use Library) implementation of the Apollo Bay Transfer Station and a commitment to high quality service delivery in all service areas.

This budget maintains the focus on the elimination of the Infrastructure Renewal Gap. The Infrastructure Renewal Gap is the difference between what we should spend on renewal of roads and other assets as they reach the end of their useful lives and what we did spend. In 2004/05 the infrastructure renewal was almost \$5.0m. Through Council's financial discipline and responsible decision making, Council will continue to allocate 100% of the funds needed to meet our infrastructure renewal target, providing a more sustainable base for Council long-term operations.

The growth in services and facilities over the past decade is positive for the growth and development of Colac Otway Shire. Council has prepared a Budget for the 2009/2010 financial year which seeks to balance the demand for services and infrastructure with the community's capacity to pay. The budget provides information about rates, cash and investments, operating result, borrowing level, financial position, capital works and financial sustainability of the Council.

The budget document provides detailed information with regard to the major impacts for 2009/10. It also provides details with regard to Council's financial management principles to ensure a financially sustainable future.

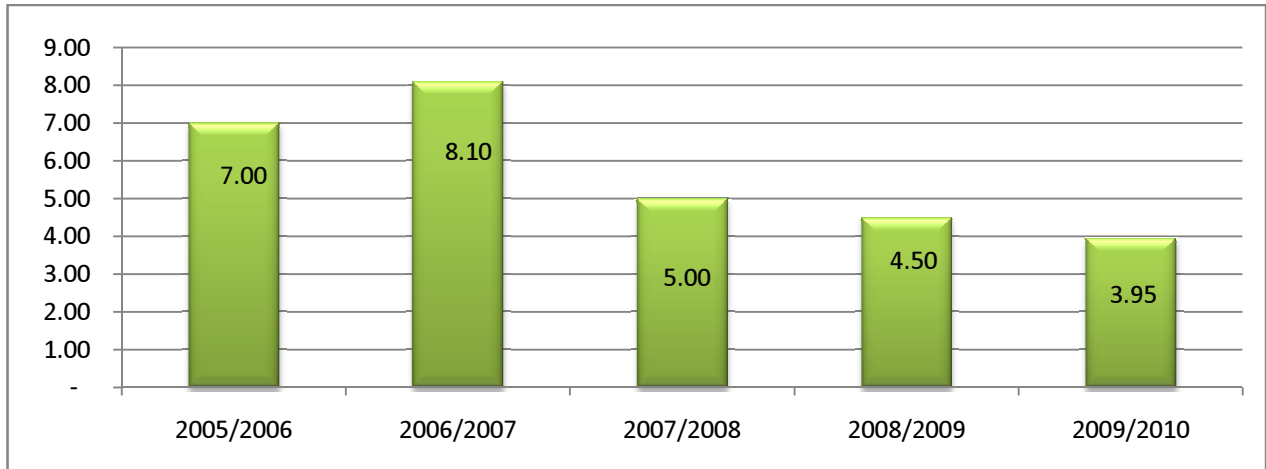
1. Rates



It is proposed that general rates and charges increase by an average of 5.72% for the 2009/2010 year. This equates to about \$18.75 million in both rates and charges, such as the waste management charge, and is in line with Council's rating strategy. Council's rates and charges are directed towards the maintenance of existing services and infrastructure and are the largest component of Council's revenue.

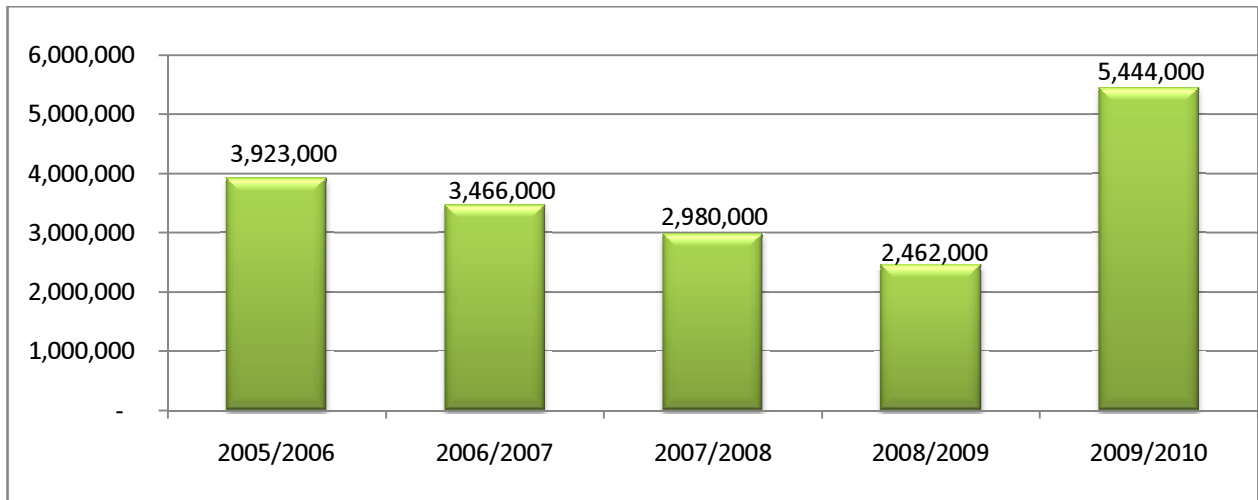
The impact on the average assessment for 2009/2010 is expected to be an increase of \$70, bringing the total average rates and charges per assessment to \$1,307.

2. Cash and investments



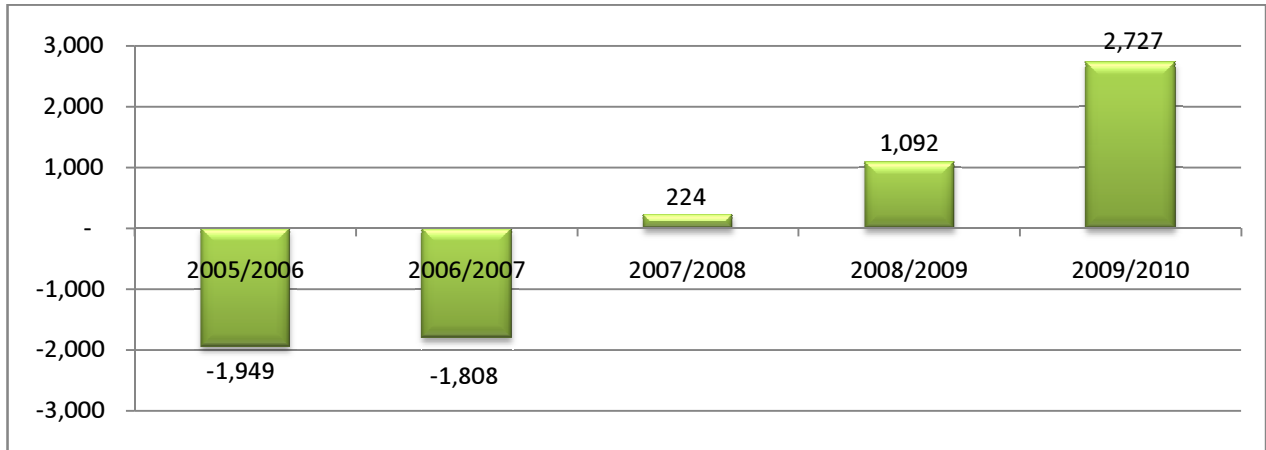
As Council moves forward and completes outstanding capital works from the previous year and carries out the capital works programme carefully planned for the 2009/2010 year, cash and investments are expected to decrease by \$0.56 million during the year to \$3.95 million. This result is a short term deterioration of cash balances and future years will see the position improved.

3. Borrowing Level



The 2009/2010 Budget includes borrowings for the year of \$3.35 million. Council will see the level of debt rise as at 30th June 2010 to a figure of \$5.44 million. The use of borrowings is an essential tool in funding projects that affect more than the current generation of ratepayers. When borrowings are being considered it is important that they are used only to acquire assets: that provide a return to the community, whether this is of a financial or community service nature; and are intergenerational.

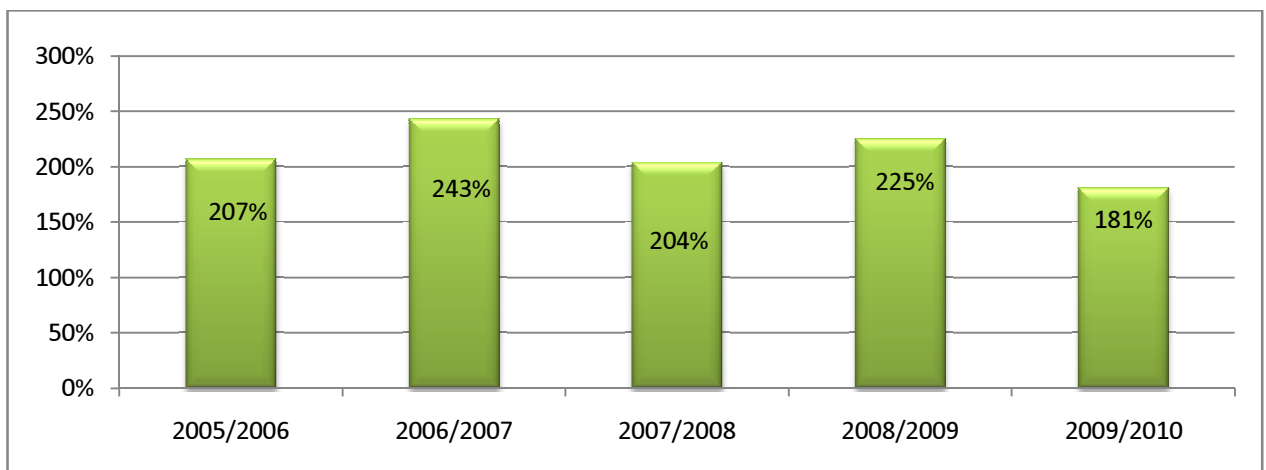
4. Operating result



The expected operating result for the 2009/10 year is a surplus of \$2.7 million, which in Council's view is a tremendous result in light of a considerable reduction in grant funding being offered from state and federal governments. It is important to note that an operating result is not the same as a cash result, but it reflects the accounting concept of a surplus or deficit.

Council has in recent times made a concerted effort to improve the long term viability of Colac Otway Shire and to achieve an operating surplus in three consecutive years illustrates the commitment of Council to redress the dependence on grant funding. The focus has been to rely more heavily upon "own source revenue", which means revenue that Council can obtain from rates, fees, charges, income from Council facilities and business units and other ongoing grant revenues. In the current environment, Council can ill afford to rely on both State and Federal government capital grants to fund Council's operations. This budget maintains the drive to reduce that reliance and to move forward towards a truly sustainable future for Council operations. Council will continue to vigorously seek grant opportunities however these opportunities should not fund core operating costs.

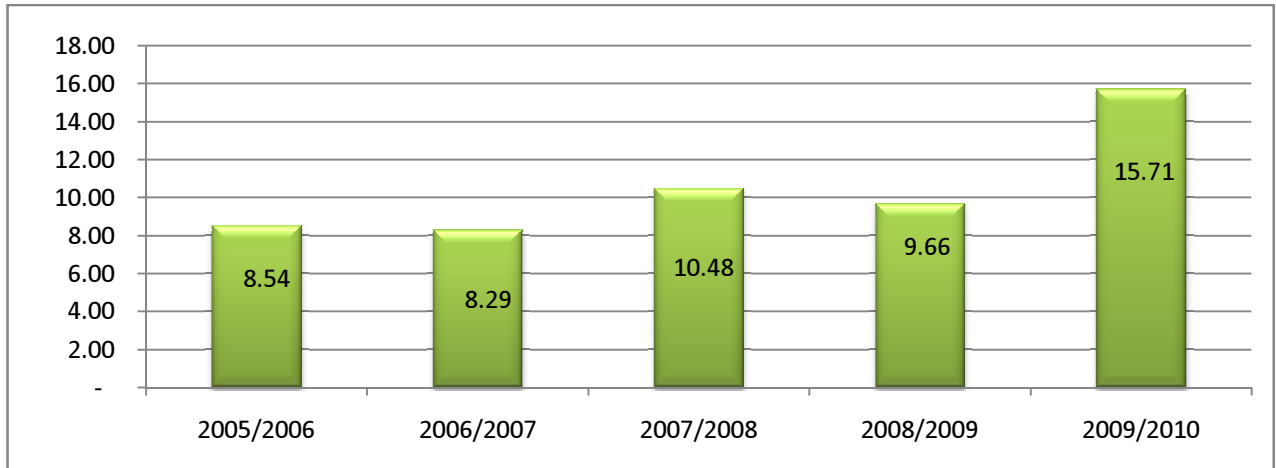
5. Financial position



The financial position is measured by Council's working capital ratio (i.e. Current Assets over Current Liabilities) and refers to Council's ability to cover its immediate liabilities as they fall due. The Victorian Auditor General uses this ratio as one of the indicators of financial strength and uses a threshold of 150% and above as an indicator of very low risk. Council has maintained a consistently high ratio over the years and it is expected that this will continue into the future. This ratio is affected by increases and decreases in both current assets, such as cash and investments and current liabilities, such as interest bearing liabilities (loans).

Current Assets in 2009/2010 are anticipated to move by some \$1.2 million over the year, so reducing the ratio. These movements over the 2008/2009 financial year will see Council's working capital ratio move from 225% to 181%.

6. Capital works

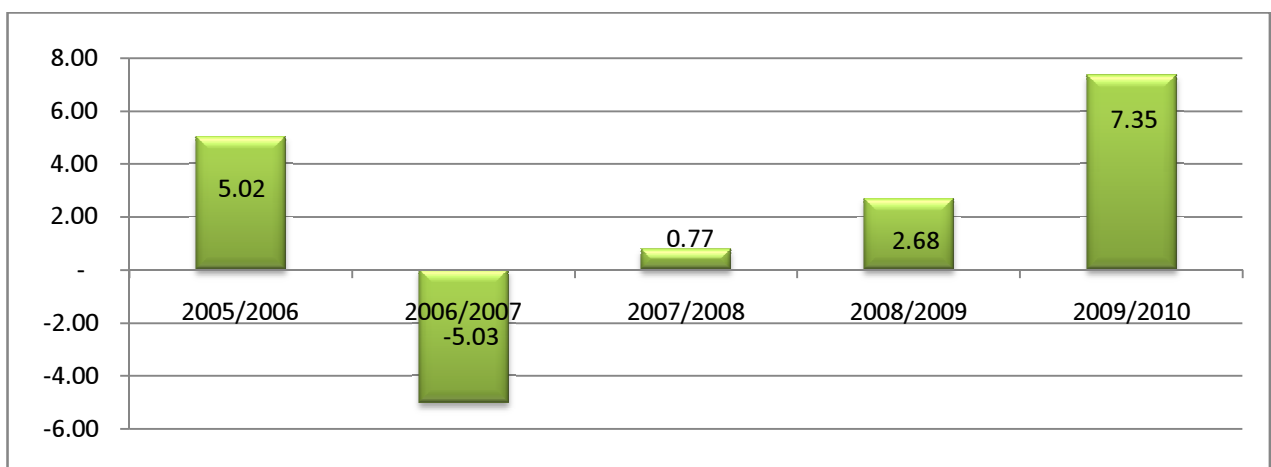


The capital works programme is driven by the condition of Council's various assets, such as roads and streets, bridges, drainage, parks and gardens, buildings, footpaths and machinery and plant. As the condition of these assets varies and in recognition of their useful life the capital works programme needs to continue to be responsive. This may mean that in some years, the capital works program expands and in others it may contract, always keeping in mind Council's commitment to the elimination of the infrastructure renewal gap.

The capital expenditure program in 2009/2010 has been set and prioritised based on a rigorous process of consultation and condition assessments that has enabled Council to assess needs and develop sound business cases for each project. This year's program includes a number of major projects including the construction of the Apollo Bay Waste Transfer Station, Alvie Recreation Reserve Redevelopment and the new Joint Use Library in Colac.

The capital works programme for the 2009/10 year is expected to be \$15.7 million.

7. Financial sustainability



Council's underlying result, in percentage terms, illustrates our long term reliance on capital related grant revenue; however a high level Strategic Resource Plan for the years 2009/10 to

2012/13 has been developed to assist Council in adopting a budget within a longer term prudent financial framework. The key objective of the Plan is financial sustainability in the medium to long term, while still achieving the Council's strategic objectives as specified in the Council Plan. The Plan projects that Council's operating result will continue to be in surplus by the 2012/13 year.

The above percentage of 7.35% incorporates capital related grant funding. If capital grants were to be excluded from the calculation, the result would show a deficit. Council's long term aim should be to achieve an operating surplus without the reliance on capital grants.

The underlying result mentioned is really about whether Council's "own source revenue" matches or exceeds Council's operational expenditure. In other words, can we fund all of what we do, with the revenue we make from rates, fees, charges and other ongoing income streams? This underlying result excludes any capital income or expenditure and only deals with the day to day services we deliver to the community and the maintenance of our assets. The result for 2009/2010 is seen as a positive step towards the longer term goal of achieving a consistent underlying surplus.

In line with the Strategic Resource Plan, the 2009/2010 Budget sees improvement in the Victorian Auditor General financial viability indices as a result of a continued operating surplus and the level of capital works. The table below gives an indication of how the 2009/2010 results may stack up against the financial viability indicators of the Victorian Auditor General. If these indicators are the long term average then Council would be considered to be in a strong financial position

| Victorian Auditor General – Indicators of financial viability | |
|---|------------|
| Indicator | Risk Level |
| Underlying Result Ratio | Low |
| Liquidity ratio | Low |
| Self-financing Ratio | Low |
| Indebtedness Ratio | Low |
| Investment Gap Ratio | Low |

Note that the VAG published results are based upon a five year rolling average whereas the above results reflect the current year budget only.

8. Service Delivery

Two of the largest areas of Council operational expenditure is in Asset Maintenance (Cosworks) and Waste Management.

- Asset Maintenance (\$3.29m)

The Cosworks maintenance budget is proposed to increase from \$3.15m to \$3.29m or 4.6% to assist in meeting Council standards, community expectations and in turn increasing the useful life of assets.

The major components include:

| | |
|------------------------------|-----------|
| • Unsealed Roads Maintenance | \$494,120 |
| • Sealed Roads Maintenance | \$299,100 |
| • Vegetation Control | \$413,600 |
| • Street Beautification | \$343,440 |
| • Road Signs and Marking | \$351,100 |
| • Drainage Maintenance | \$309,700 |

- Waste Management (\$3.18m)

This budget includes \$3.18m of operational funding for Waste Disposal and Waste Collection.

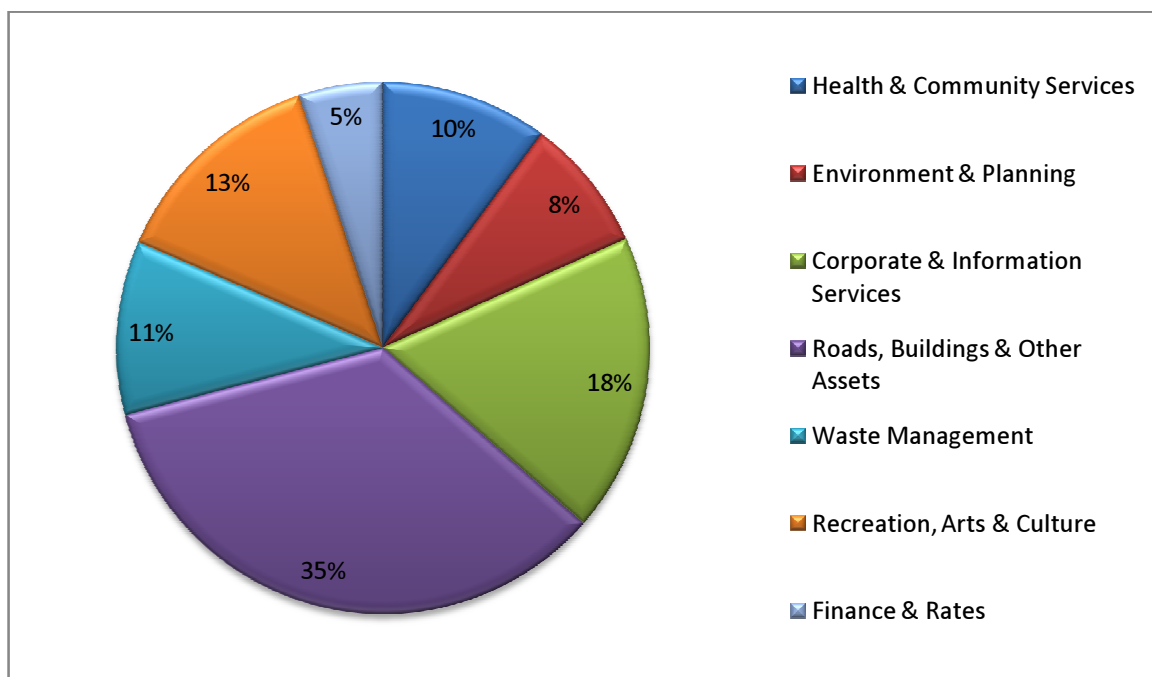
Council will also continue to provide core service delivery in many other areas including:

- Home and Community Care
- Maternal and Child Health
- Health Administration
- Local Laws

To assist with service delivery additional resources have been provided for in the Infrastructure area to address current deficiencies which had potential to cause unforeseen liabilities.

This budget has been developed for a delivery of services and maintenance of a community infrastructure approach, whilst being mindful of doing so within a fiscally responsible and sustainable framework. There has been rigorous and lengthy development and discussion in the building of the 2009/2010 Budget between all levels of Council and the positive steps taken move us forward towards a more sustainable future.

The chart following illustrates how the Council utilises the income it receives. The chart includes both operating and capital funding.



More detailed budget information is available throughout this document.

Budget processes

This section lists the budget processes to be undertaken in order to adopt the Budget in accordance with the Act and Regulations.

The preparation of the budget begins with Officers preparing the annual budget in accordance with the Act and submitting the 'proposed' budget to Council for approval 'in principle'. Council is then required to give 'public notice' that it intends to 'adopt' the budget. It must give 28 days notice of its intention to adopt the proposed budget and make the budget available for inspection at its offices. A person has a right to make a submission on any proposal contained in the budget and any submission must be considered before adoption of the budget by Council. The final step is for Council to adopt the budget after receiving and considering any submissions from interested parties. The budget is required to be adopted and a copy submitted to the Minister by 31 August each year. The key dates for the budget process are summarised below:

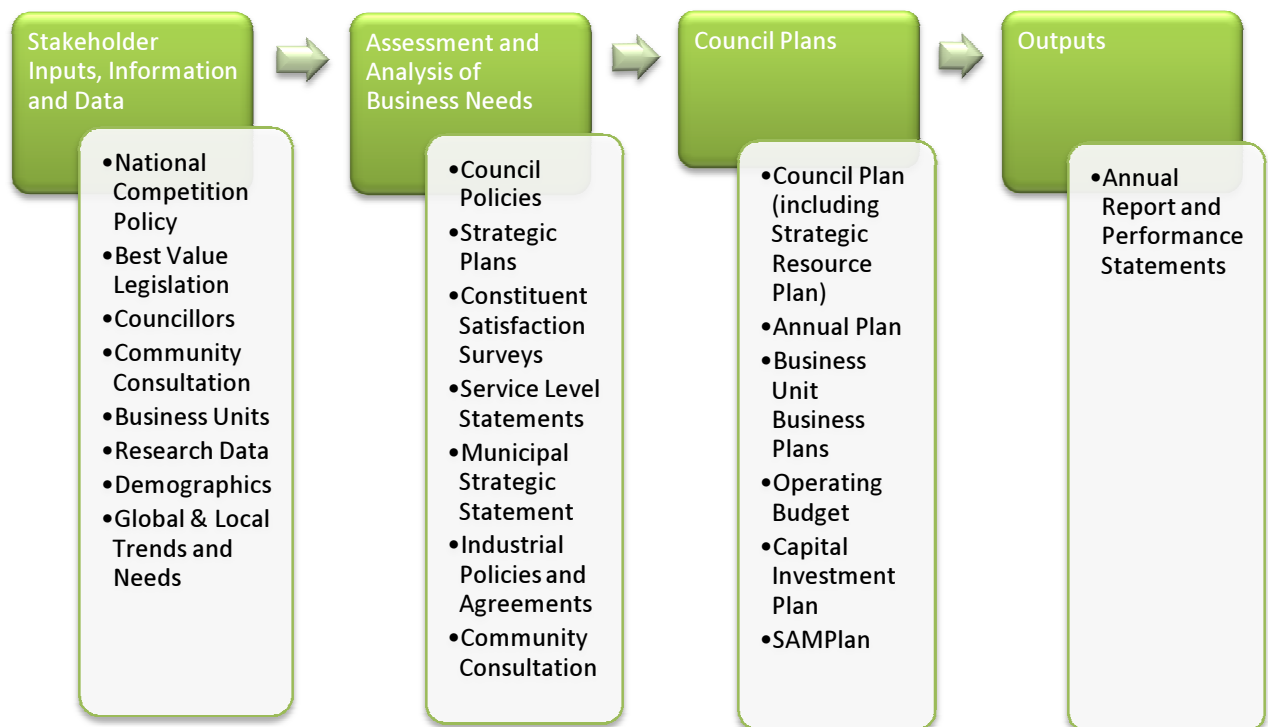
| Process Stages | Date |
|--|-----------------------------|
| 1. Budget Submitted to Council for approval "in principle" | 3 rd June 2009 |
| 2. Public notice advising intention to adopt budget | 5 th June 2009 |
| 3. Budget available for public inspection and comment | 5 th June 2009 |
| 6. Public submissions period closes | 3 rd July 2009 |
| 7. Submissions considered by Council | 8 th July 2009 |
| 8. Budget presented to Council for adoption | 22 nd July 2009 |
| 9. Copy of adopted budget submitted to the Minister | 1 st August 2009 |

1. Linkage to the Council Plan

This section describes how the Annual Budget links to the achievement of the Council Plan within an overall planning framework. This framework guides the Council in identifying community needs and aspirations over the medium term (Council Plan) and short term (Annual Budget) and then holding itself accountable (Audited Statements).

1.1 Strategic planning framework

The Strategic Resource Plan, included in the Council Plan summarises the financial and non-financial impacts of the objectives and strategies and determines the sustainability of these objectives and strategies. The Annual Budget is then framed within the Strategic Resource Plan, taking into account the activities and initiatives included in the Annual Budget which contribute to achieving the strategic objectives specified in the Council Plan. The diagram below depicts the strategic planning framework of Council.



2. Budget Influences

This section sets out the key budget influences arising from the internal and external environment within which the Council operates.

2.1 External influences

In preparing the 2009/10 budget, a number of external influences have been taken into consideration, because they are likely to impact significantly on the services delivered by Council in the budget period. These include:

- Grants Commission funding of \$5.11m an increase of \$0.12 million (+2.4%) on 2008/2009 forecast;
- Recognition of the growth in costs both in current and future years of many of the Shire's contractual obligations through the impact of rising inflation and fuel costs;
- Government grants providing less than the full cost increases in services provided by Council under agreement with those governments. The formula used by government to index grants falls short of the actual cost increases for services such as library services, school crossing supervisors, home and community care and like services;
- Prevailing economic conditions which are expected to remain difficult during the budget period impacting on investment and growth; and
- Increasing legislative obligations imposed by State Government.

2.2 Internal influences

As well as external influences, there are also a number of internal influences which are expected to have a significant impact on the preparation of the 2009/10 Budget. These matters and their financial impact are set out below:

- Enterprise Bargaining Agreement (EBA) increase of 4.1%;
- Increased contribution to the Corangamite Regional Library Corporation;
- Increasing demand on Services;
- Increasing requirement to fund Council's environmental obligations
- Increasing requirements for waste management compliance;
- The resourcing of both Bluewater Fitness Centre and COPACC at realistic levels; and
- Increase in Workcover premiums.

2.3 Budget principles

In response to these influences, guidelines were prepared and distributed to all Council officers with budget responsibilities. The guidelines set out the key budget principles upon which the officers were to prepare their budgets. The principles included:

- Savings and re-prioritisation of funds to be redirected to the development of sustainable working capital reserves;
- Manage debt and maintain levels below prudential guidelines;
- Funding of known outstanding liabilities;
- Increase funding for infrastructure renewal in line with infrastructure renewal plan requirements;
- Review of fees and charges for equity and fairness; and
- Ensure no decrease in operational service levels.

2.4 Legislative requirements

Under the Local Government Act 1989 (the Act), Council is required to prepare and adopt an annual budget for each financial year. The budget is required to include certain information about the rates and charges that Council intends to levy as well as a range of other information required by the Local Government (Finance and Reporting) Regulations 2004 (the Regulations) which support the Act.

The 2009/10 budget, which is included in this report, is for the year 1st July 2009 to 30th June 2010 and is prepared in accordance with the Act and Regulations. The budget includes standard statements being a budgeted Income Statement, Balance Sheet, Cash Flows and Capital Works. These statements have been prepared for the year ended 30th June 2010 in accordance with Accounting Standards and other mandatory professional reporting requirements and in accordance with the Act and Regulations. It also includes detailed information about the rates and charges to be levied, the capital works programme to be undertaken and other financial information, which Council requires in order to make an informed decision about the adoption of the budget.

The budget includes consideration of a number of long term strategies to assist Council in considering the Budget in a proper financial management context. These include a Strategic Resource Plan for the years 2009/10 to 2012/13 (section 8.), Rating Strategy (section 9.) and the Long Term Strategies (section 10.) including borrowings and Asset Management (section 11).

3. Highlights

This section of the report provides a summary of the budget financial highlights, comparing the forecast actual and budgeted results for the 2008/2009 and 2009/2010 years for operating, cash, capital works and the financial position.

3.1 Operating Budget

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|------------------------------|-------------------------------|-----------------------------|------------------|
| Operating Revenue | \$35,156 | \$35,263 | \$107 |
| Operating Expenditure | \$34,077 | \$32,574 | \$1,503 |
| Non Operating items - net | \$2 | (\$112) | \$114 |
| Net Surplus/(Deficit) | \$1,092 | \$2,727 | \$1,635 |

The Budgeted Income Statement forecasts an operating surplus of \$2.7 million for the year ending 30 June 2010, against a forecast surplus of \$1.1 million for the 2008/2009 year. This consistent result illustrates Council's commitment to the delivery of fiscally responsible infrastructure and services to the community.

This has been achieved within the parameters of:

- Reduction in the level of grant funding;
- Increase in the level of overall rate income;
- Careful monitoring of operating costs of service delivery; and
- Increased demands and expectations by the community and other levels of government.

Refer to Section 4 "Analysis of Operating Budget" for further details.

3.2 Budgeted Cash Position

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---|-------------------------------|-----------------------------|------------------|
| Cash Flows | | | |
| Operating | \$7,924 | \$10,870 | \$2,946 |
| Investing | (\$9,292) | (\$14,407) | (\$5,115) |
| Financing | (\$544) | \$2,982 | \$3,526 |
| Net Increase/(Decrease) in cash held | (\$1,912) | (\$555) | \$1,357 |
| Cash at beginning of year | \$6,412 | \$4,500 | (\$1,912) |
| Cash at end of year | \$4,500 | \$3,945 | (\$555) |

The Budgeted cash flow statement predicts a net decrease in cash resources of \$0.56 million for the year ending 30th June 2010.

Overall Council's total cash position is expected to be \$3.9 million at 30th June 2010.

Refer to Section 5 "Analysis of Budgeted Cash Position" for further details.

3.3 Capital Works Program Budget

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|----------------------------|-------------------------------|-----------------------------|------------------|
| Externally Funded | \$6,211 | \$6,094 | (\$117) |
| Internally Funded | \$3,453 | \$9,613 | \$6,160 |
| Total Capital Works | \$9,664 | \$15,707 | \$6,043 |

The Budgeted Capital Works Programme forecasts total capital works of \$15.7 million to be undertaken during the 2009/2010 financial year. This represents a \$6.0 million increase on the previous year. The funding sources for capital works program include \$6.1 million from external sources such as Capital Grants and proceeds from Sale of Plant and Equipment and \$9.6 million from internal sources being Operations, borrowings, Unrestricted Cash and investments and Discretionary Reserves.

Refer to Section 6 "Analysis of Capital Budget" for further details.

3.4 Budgeted Financial Position

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|----------------------------|-------------------------------|-----------------------------|------------------|
| Assets | | | |
| Current Assets | \$7,322 | \$6,152 | (\$1,170) |
| Non-current Assets | \$229,992 | \$236,228 | \$6,236 |
| Total Assets | \$237,314 | \$242,380 | \$5,066 |
| Liabilities | | | |
| Current Liabilities | \$3,252 | \$3,396 | (\$144) |
| Non-current liabilities | \$4,467 | \$7,218 | (\$2,751) |
| Total Liabilities | \$7,719 | \$10,614 | (\$2,895) |
| Net Assets | \$229,595 | \$231,766 | \$2,171 |
| Equity | | | |
| Accumulated Funds | \$92,988 | \$95,715 | \$2,727 |
| Asset Revaluation Reserves | \$133,730 | \$133,730 | \$0 |
| Other Reserves | \$2,877 | \$2,321 | (\$556) |
| Total Equity | \$229,595 | \$231,766 | \$2,171 |

The Budgeted balance sheet shows net assets of \$231.8 million as at 30th June 2010. This represents a \$2.2 million increase over 2008/2009. This is mainly comprised of large intergenerational projects such as the Apollo Bay Waste Transfer Station and the Joint Use Library.

Refer to Section 7 "Analysis of Budgeted Financial Position" for further details.

3.5 Budget Performance Indicators

| INDICATOR | Forecast 2008/2009 '000 / % | Budget 2009/2010 '000 / % | Variance '000 / % |
|---|-----------------------------------|---------------------------------|----------------------|
| General | | | |
| Rates | \$17,592 | \$18,696 | \$1,104 |
| Loan Liability | \$2,462 | \$5,444 | (\$2,982) |
| Working Capital | 225% | 181% | -44% |
| Capital Expenditure | \$9,855 | \$15,707 | (\$5,852) |
| Operating Surplus/(Deficit) | \$1,092 | \$2,727 | \$1,635 |
| Depreciation | \$7,685 | \$8,031 | (\$346) |
| Equity | \$229,595 | \$231,766 | \$2,171 |
| Cash Balance | \$4,500 | \$3,945 | (\$555) |
| Cash Increase/(Decrease) | (\$1,912) | (\$555) | \$1,357 |
| Financial Performance | | | |
| Total Expenses / Rateable Properties/Assessments | \$2,402 | \$2,284 | (\$118) |
| Rate Revenue / Adj Operating Total Revenue | 58.2% | 61.1% | 2.9% |
| Grants / Total Revenue | 35.3% | 34.4% | -0.9% |
| Fees & Charges / Total Revenue | 11.1% | 10.5% | -0.5% |
| Debt Servicing Costs / Total Revenue | 0.5% | 0.9% | 0.4% |
| Financial Position | | | |
| Total Indebtedness / Rate Revenue | 14.0% | 29.1% | 15.1% |
| Total Assets per Assessment | \$16,725 | \$18,511 | \$1,786 |
| Total Liabilities per Assessment | \$544 | \$811 | \$267 |
| Capital Expenditure | | | |
| Total Capital expenditure per Assessment | \$695 | \$1,200 | \$505 |
| Total Capex / Total Depreciation | 128.2% | 195.6% | 67.3% |
| Capex / Rate Revenue | 56.0% | 84.0% | 28.0% |
| Capex Outlays / Cash Operating Activities | 124.4% | 144.5% | 20.1% |

The general performance indicators show an increasingly positive operating result, increased loan liability, increased level of own source funding and a decrease in the average expenditure per assessment.

BUDGET ANALYSIS

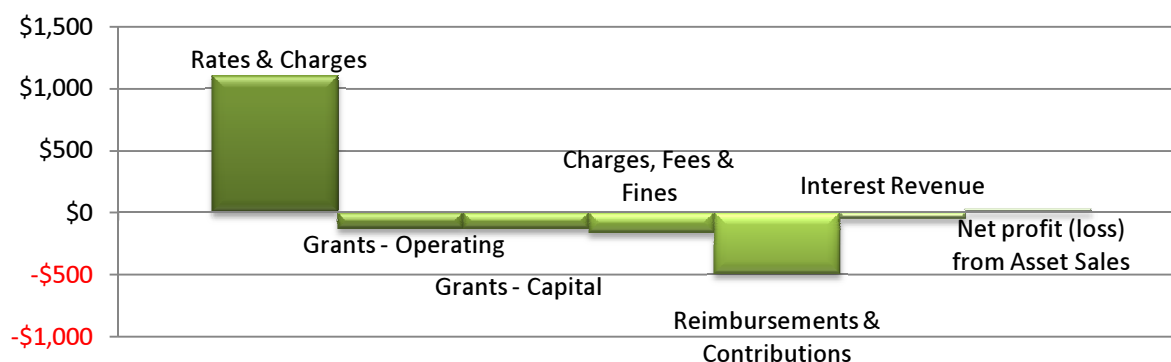
4. Analysis of Operating Budget

This section of the report analyses the expected revenues and expenses of the Council for the 2009/2010 year. It also includes analysis of the financial performance of strategic objectives as set out in the Council Plan.

4.1 Operating Revenue

| Revenue Type | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|------------------------------------|-------|-------------------------------|-----------------------------|------------------|
| Rates & Charges | 4.1.1 | \$17,592 | \$18,696 | \$1,104 |
| Grants - Operating | 4.1.2 | \$7,603 | \$7,467 | (\$136) |
| Grants - Capital | 4.1.3 | \$4,803 | \$4,666 | (\$137) |
| Charges, Fees & Fines | 4.1.4 | \$3,889 | \$3,720 | (\$169) |
| Reimbursements & Contributions | 4.1.5 | \$889 | \$389 | (\$500) |
| Interest Revenue | 4.1.6 | \$380 | \$325 | (\$55) |
| Total Operating Revenue | | \$35,156 | \$35,263 | \$107 |
| Net profit (loss) from Asset Sales | 4.1.7 | \$13 | \$38 | \$25 |
| Total Revenue | | \$35,169 | \$35,301 | \$132 |

Figure 1: Variance from 2008/2009 Forecast



4.1.1 Rates & Charges

Rates & Charges are budgeted to increase by \$1.14 million over 2008/2009 to a total of \$18.7 million for 2009/2010 comprising,

- Rates \$14.5 million
- Waste management charge \$2.2 million
- Municipal charge \$2.0 million

A more detailed analysis of the rates and charges to be levied for 2009/2010 can be found in Section 9.2 "Rating Strategy" and Appendix B – "Statutory Disclosures".

4.1.2 Grants - Operating

Operating grants include all monies received from State, Federal and community sources for the intent of funding the delivery of Council services to ratepayers. Overall the level of recurrent grants is expected to be steady over the forecast and budget periods. Generally, government grants are not increasing in line with the costs of delivering the services, which places additional pressure on Council's own sources of funding, such as rates.

4.1.3 Grants – Capital

Capital grants include all monies received from State, Federal and community sources with the purpose of funding Council's capital works programme. The level of capital grants & subsidies is expected to slightly decrease by \$0.14 million over 2009/2010 as compared to the previous year. The major components of capital grant funding relate to the Joint Use library and the Roads to Recovery programme.

A more detailed analysis of capital grants and contributions can be found in Section 6 "Analysis of Capital Budget".

4.1.4 Charges, Fees & Fines

Charges, fees & fines relate mainly to fees & fines levied in accordance with legislation and include such items as Health Act registrations, animal registrations and parking fines. Charges, fees & fines collections are expected to decrease over the forecast and budget periods.

4.1.5 Reimbursements & Contributions

Reimbursements and contributions relate to funds raised from various sources as reimbursements for expenses incurred by Council (such as Committee of Management charges) or contributions from interested parties for Council provided services (i.e. contributions to kerb & channel /road construction work).

Reimbursements and contributions are budgeted to decrease by \$0.5 million over 2009/2010 to a total of \$0.35 million. This is due primarily to the lower value of private schemes contributions.

4.1.6 Interest Revenue

Interest revenue includes interest on investments and rates. Interest revenue is budgeted to decrease in 2009/2010 as increased capital spending 'draws down' the existing cash balances and lower returns are likely on available investment funds.

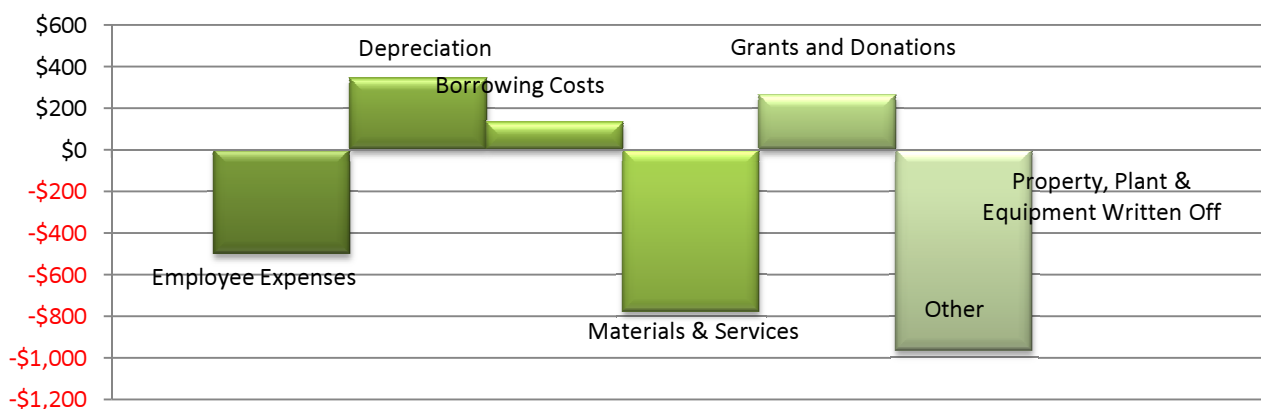
4.1.7 Net Profit (Loss) from Sale of Assets

Net profit (loss) from sale of Council plant and equipment is predicted to remain relatively steady over the forecast and budget period.

4.2 Operating Expenditure

| Expenditure Type | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---|-------|-------------------------------|-----------------------------|------------------|
| Employee Expenses | 4.2.1 | \$10,728 | \$10,226 | (\$502) |
| Depreciation | 4.2.2 | \$7,685 | \$8,031 | \$346 |
| Borrowing Costs | 4.2.3 | \$191 | \$323 | \$132 |
| Materials & Services | 4.2.4 | \$14,208 | \$13,429 | (\$779) |
| Grants and Donations | 4.2.5 | \$149 | \$415 | \$266 |
| Other | 4.2.6 | \$966 | \$0 | (\$966) |
| Total Operating Expenditure | | \$33,927 | \$32,424 | (\$1,503) |
| Property, Plant & Equipment Written Off | 4.2.7 | \$150 | \$150 | \$0 |
| Total Expenditure | | \$34,077 | \$32,574 | (\$1,503) |

Figure 2: Variance from 2008/2009 Forecast



4.2.1 Employee Expenses

Employee costs include all labour related expenditure incurred by Council, including salaries and wages and related on-costs, such as leave entitlements, employer superannuation payments, Workcover, etc. The reduced costs for the coming year reflect changes in the cost recovery methodology.

4.2.2 Depreciation

Depreciation relates to the reduction, or consumption, of an asset's value through usage, and applies to assets such as property, plant & equipment, as well as infrastructure assets such as roads, drains, footpaths, etc. The increase in depreciation costs of \$0.3m for 2009/2010 is mainly due to the completion of the 2009/2010 capital works programme and the full year effect of depreciation on the 2008/2009 capital works programme.

4.2.3 Borrowing Costs

Borrowing costs relate to interest charged by financial institutions on Council's borrowings. The increase of \$132,000 in borrowing costs results from the planned use

of borrowings to fund intergenerational projects such as the Joint Use Library and the Apollo Bay Waste Transfer Station.

4.2.4 Materials & Services

Materials and services include the purchase of consumables, payments to contractors for the provision of services and utilities costs and are expected to reduce during the period at \$13.4 million for the 2009/2010 period. This level has reduced due to an expectation that the current economic environment will see minimal increases in costs and an increased commitment to performing activities in-house (for example, utilising existing staff instead of hiring contractors), the aim of which is to reduce the cost of Council's activities. The forecast position for 2008/2009 also includes the completion of projects carried forward from the 2007/2008 financial year.

4.2.5 Grants & Donations

Grants & Donations include all donations and grants made by Council to community organisations. For the 2009/2010 period the grants and donations also includes contributions paid by Council.

Grants and Donations are expected to increase during the period as Council recognises the need to additionally support the community in the current economic environment.

4.2.6 Other Expenses

Other expenses include all miscellaneous unclassified expenses incurred in the day to day operation of Council. These expenses have been classified in the 2009/2010 budget as materials and services. As such, other expenses are expected to reduce to zero during the period.

4.2.7 Property, Plant & Equipment Write Off

This item refers to the costs of writing off the value of any Council owned or controlled property, plant & equipment that is deemed to no longer be owned or controlled by Council or obsolete.

It is budgeted the write offs of property plant and equipment over the 2009/2010 financial year will be \$0.15 million, in line with the previous financial year.

5. Analysis of Budgeted Cash Position

This section of the report analyses the expected cash flows from operating, investing and financing activities of Council for the 2009/2010 financial year.

The significance of budgeting cash flows for Council is that it is a key factor in setting the level of rates and providing a guide to the level of capital expenditure the Council can sustain with or without using existing cash reserves.

- **Operating activities** – Refers to the cash generated or used in the normal service delivery functions of Council. Cash remaining after paying for the provision of services to the community may be available for investment in capital works, or repayment of debt.
- **Investing activities** – Refers to cash generated or used in the enhancement or creation of infrastructure and other assets. These activities also include the acquisition and sale of other assets such as vehicles, property and equipment.
- **Financing activities** – Refers to cash generated or used in the financing of Council functions and include borrowings from financial institutions and advancing of repayable loans to other organisations. These activities also include repayment of the principal component of loan repayments for the year.

5.1 Budgeted Cash Flows Statement (see next page)

5.1.1 Operating Activities

Cash flows from operating activities refers to the cash generated or used in the normal service delivery functions of Council. The increase in cash inflows from operating activities of \$2.9 million from 2008/2009 is due to rate increases and a reduction in outgoings.

5.1.2 Investing Activities

Cash flows from investing activities refers to cash generated or used in the enhancement or creation of infrastructure and other assets. Items such as cash flows for road construction and proceeds from sale of assets are included here. In line with the Council's commitment to eliminating the infrastructure renewal gap and higher proceeds from plant & equipment sales, cash outflows from investing activities are budgeted to show a substantial increase of \$5.1 million over the 2008/2009 financial year due to Council's contribution to the Joint Use Library and the construction of the Apollo Bay Waste Transfer Station.

5.1.3 Financing Activities

Cash flows from financing activities refers to cash generated or used in the financing of Council functions and includes borrowings from financial institutions. This is budgeted to have a net inflow of \$3.5 million for 2009/2010, consistent with the new borrowings for the Joint Use Library and the Apollo Bay Waste Transfer Station.

5.1.4 Cash at End of Year

Overall, cash at the end of the 2009/2010 financial year is budgeted to decrease by \$0.55 million to a total of \$3.9 million.

Budgeted Cash Flows Statement

| | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|--|--------------|-------------------------------|-----------------------------|------------------|
| Cash flows from operating activities | 5.1.1 | | | |
| Receipts | | | | |
| Rates and Charges | | \$17,549 | \$18,696 | \$1,147 |
| Grants - Operating | | \$7,603 | \$7,467 | (\$136) |
| Grants - Capital | | \$4,803 | \$4,666 | (\$137) |
| Council User charges & reimbursements | | \$3,295 | \$4,109 | \$814 |
| Contributions and donations received | | \$750 | \$ | (\$750) |
| Interest received | | \$380 | \$325 | (\$55) |
| | | \$34,380 | \$35,263 | \$883 |
| Payments | | | | |
| Employees costs | | (\$10,650) | (\$10,226) | \$424 |
| Materials and consumables | | (\$14,519) | (\$12,122) | \$2,397 |
| Finance costs | | (\$191) | (\$323) | (\$132) |
| Council Grants and Donations paid | | (\$149) | (\$415) | (\$266) |
| Other Expenses | | (\$947) | (\$1,307) | (\$360) |
| | | (\$26,456) | (\$24,393) | \$2,063 |
| Cash inflows from operating activities | | \$7,924 | \$10,870 | \$2,946 |
| Cash flows from investing activities | 5.1.2 | | | |
| Payments for asset acquisition | | (\$9,855) | (\$15,707) | (\$5,852) |
| Proceeds from disposal of assets | | \$563 | \$1,300 | \$737 |
| Cash outflows from investing activities | | (\$9,292) | (\$14,407) | (\$5,115) |
| Cash flows from financing activities | 5.1.3 | | | |
| Repayment of borrowings | | (\$518) | (\$368) | \$150 |
| Proceeds from borrowings | | \$ | \$3,350 | \$3,350 |
| Lease Payments | | (\$26) | \$ | \$26 |
| Cash outflows from financing activities | | (\$544) | \$2,982 | \$3,526 |
| Net increase/(decrease) in cash & equivalents | | (\$1,912) | (\$555) | \$1,357 |
| Cash & equivalents - beginning of the financial year | | \$6,412 | \$4,500 | (\$1,912) |
| Cash at end of financial year | 5.1.4 | \$4,500 | \$3,945 | (\$555) |
| Represented by: | | | | |
| Restricted cash and investments | | | | |
| - Statutory Reserves | | \$604 | \$494 | (\$110) |
| - Trust Deposits | | \$316 | \$316 | \$ |
| - Restricted Reserves | | \$2,273 | \$1,827 | (\$446) |
| - Long Service Leave | | \$1,237 | \$1,295 | \$58 |
| - Working Capital | | \$71 | \$14 | (\$57) |
| Total Reserves cash & working capital | 5.2 | \$4,501 | \$3,946 | (\$555) |

5.2 Restricted and unrestricted cash and investments

The cash flow statement indicates that Council is estimating that at 30th June 2010 it will have cash of \$3.9 million which has been restricted as follows:

- **Statutory Reserves \$0.5 million** - These funds are Car Parking and Recreational Reserves and the funds must be applied for specified statutory purposes in accordance with various legislation and contractual requirements.
- **Refundable Trust Deposits of \$0.3 million** – These funds are deposits held for specific purposes and are available only as deposits and bonds held in trust.
- **Restricted Reserves \$1.8 million** - These funds are restricted for the purpose the reserve was established for. These reserves are often established by Council resolution or as part of the budget process, and would then require a further resolution of Council to change the manner in which the funds may be utilised. Refer to Appendix A for further details of these funds.
- **Long Service Leave \$1.3 million** - These funds are separately identified as restricted to ensure there is sufficient funds to meet Council's long service leave obligations as set out in the Local Government (Long Service Leave) Regulations 2002.
- **Working Capital of \$0.01 million** – Working capital funds are free from any legislative restriction and are used to support the day to day cash flow operational requirements of Council. This reflects a critical short term deterioration in the working capital positions of Council. The medium to long term financial plan needs to address the level of working capital and needs to show considerable increase over the next four years.

6. Analysis of Capital Budget

This section of the report analyses the planned capital expenditure budget for the 2009/2010 financial year, and the sources of funding for that budget.

Refer to Appendix C for a detailed listing of budgeted capital works.

6.1 Funding Sources

| Sources of funding | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---|-------|-------------------------------|-----------------------------|------------------|
| External | | | | |
| Grants - Capital | 6.1.1 | \$4,803 | \$4,666 | (\$137) |
| Reimbursements & Contributions | 6.1.2 | \$845 | \$128 | (\$717) |
| Proceeds on sale of assets | 6.1.3 | \$563 | \$1,300 | \$737 |
| | | \$6,211 | \$6,094 | (\$117) |
| Internal | | | | |
| Transfers from Reserves for Capital Works | 6.1.4 | \$600 | \$1,085 | \$485 |
| Operations | 6.1.5 | \$3,239 | \$9,083 | \$5,844 |
| Unrestricted cash and investments | 6.1.6 | (\$386) | (\$555) | (\$169) |
| | | \$3,453 | \$9,613 | \$6,160 |
| Total funding sources | | \$9,664 | \$15,707 | \$6,043 |

6.1.1 Grants

The grants and contributions include all monies received from State and Federal Government, as well as other community sources, for the purpose of funding Council's capital works program.

Significant grants & contributions are budgeted for receipt in 2009/2010 including additional Roads, Small Towns, Joint Use Library and sporting facilities improvement Grants.

6.1.2 Reimbursements & Contributions

The 2008/2009 Forecast is for the Marks and Slater Special Charge Schemes allowing for sealing of these previously unmade roads in Elliminyt. The 2009/2010 budget includes the Pound Road Special Charge Scheme, which is sealing of Pound road between Main Street and Queen Street.

6.1.3 Proceeds from Sale of Assets

The proceeds from sale of assets includes all monies received from the sale and trade in of Council's motor vehicles and plant, in accordance with Council's fleet replacement and renewal policy. Additionally included is the sale of land and buildings surplus to Council's operating requirements.

6.1.4 Reserves

Reserve funding consists of all funds Council has specifically set aside in reserves for capital works projects. During the 2009/2010 financial year, it is expected that \$1.1 million will be transferred from the reserves for capital works projects.

6.1.5 Operations

Funding from operations refers to the amount of funds which are generated from the course of Council's normal business over the year, which will be used to fund the capital works programme. This includes borrowings sourced from financial institutions, which for the 2009/2010 year is expected to be \$3.35 million. It is estimated that over the 2009/2010 year, approximately \$9.0 million will be allocated for this purpose.

6.1.6 Unrestricted Cash and Investments

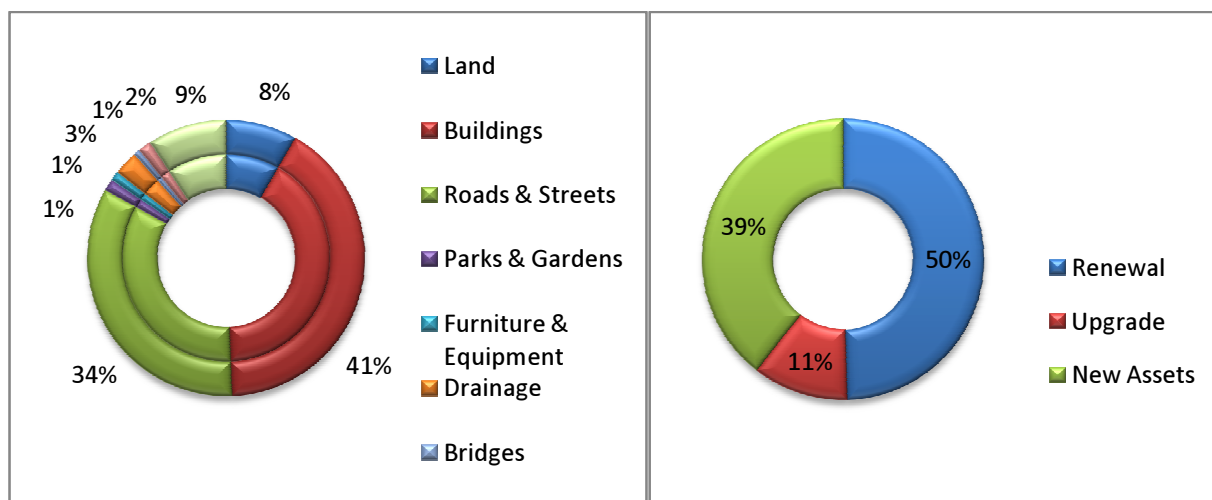
Cash funds from unrestricted cash and investments being utilised for capital activities will result in a negative variance of \$0.56 million.

6.2 Capital Works

| Capital Works Areas | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|-------------------------------|-------|-------------------------------|-----------------------------|------------------|
| Land | 6.2.1 | \$1,000 | \$1,300 | \$300 |
| Buildings | 6.2.2 | \$623 | \$6,470 | \$5,847 |
| Roads & Streets | 6.2.3 | \$4,803 | \$5,339 | \$536 |
| Parks & Gardens | 6.2.4 | \$531 | \$215 | (\$316) |
| Furniture & Equipment | 6.2.5 | \$302 | \$136 | (\$166) |
| Drainage | 6.2.6 | \$390 | \$441 | \$51 |
| Bridges | 6.2.7 | \$565 | \$120 | (\$445) |
| Footpaths, Kerb & Channelling | 6.2.8 | \$250 | \$237 | (\$13) |
| Plant & Machinery | 6.2.9 | \$1,200 | \$1,450 | \$250 |
| Total Capital Works | | \$9,664 | \$15,707 | \$6,043 |
| Represented by: | | | | |
| Renewal | | \$6,135 | \$7,742 | \$1,607 |
| Upgrade | | \$3,521 | \$1,759 | (\$1,762) |
| New Assets | | \$8 | \$6,207 | \$6,199 |
| Total Capital Works | | \$9,664 | \$15,707 | \$6,043 |

Budgeted new capital works 2009/2010

Budgeted total capital works 2009/2010



6.2.1 Land

Land acquisitions across the shire, including associated costs, is expected to be in the order of \$1.3 million.

6.2.2 Buildings

Capital expenditure on buildings is budgeted to be \$6.5 million over 2009/2010. Buildings include community facilities, Joint Use Library, Apollo Bay Waste Transfer Station, municipal offices and sports facilities.

6.2.3 Roads & Streets

Capital expenditure on roads & streets is budgeted to increase by \$0.5 million over 2009/2010, reflecting the council's commitments to bridging the infrastructure renewal gap and appropriation of the "Road to Recovery" Grants.

6.2.4 Parks and Gardens

Parks and Gardens includes parks, playing surfaces, streetscapes, playground equipment, irrigation systems, trees and public art. For the 2009/2010 year, \$0.2 million will be spent on parks and gardens.

6.2.5 Furniture & Equipment

Capital expenditure on furniture and equipment for the 2009/2010 year is approximately \$0.14 million and is less than the previous year.

6.2.6 Drainage

Capital expenditure on drainage is expected to remain relatively constant over 2009/2010.

6.2.7 Bridges

Capital expenditure on bridges is expected to decrease by \$0.4 million over 2009/2010.

6.2.8 Footpaths, Kerb & Channelling

Capital expenditure on footpaths, kerb & channelling is expected to remain relatively constant over 2009/2010.

6.2.9 Plant & Machinery

Capital expenditure on plant & machinery is expected to increase by \$0.2 million over 2009/2010. This figure includes renewal and replacement of Council's light vehicle fleet, as well as heavy plant and other miscellaneous plant and machinery.

7. Analysis of Budgeted Financial Position

This section of the report analyses the movements in assets, liabilities and equity between 2008/2009 and 2009/2010.

7.1 Budgeted Balance Sheet

| | Ref | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---|-------|-------------------------------|-----------------------------|------------------|
| Current Assets | 7.1.1 | | | |
| Cash | | \$4,500 | \$3,945 | (\$555) |
| Receivables | | \$2,650 | \$2,031 | (\$619) |
| Inventories | | \$91 | \$92 | \$1 |
| Prepayments | | \$81 | \$84 | \$3 |
| Total Current Assets | | \$7,322 | \$6,152 | (\$1,170) |
| Non Current Assets | 7.1.2 | | | |
| Property, Infrastructure, Plant & Equipment | | \$229,544 | \$235,795 | \$6,251 |
| Investment in Associates | | \$448 | \$433 | (\$15) |
| Receivables | | \$0 | \$0 | \$0 |
| Total Non Current Assets | | \$229,992 | \$236,228 | \$6,236 |
| Current Liabilities | 7.1.3 | | | |
| Payables | | \$693 | \$690 | \$3 |
| Employee Entitlements | | \$2,020 | \$2,102 | (\$82) |
| Provision for Landfill Rehabilitation | | \$171 | \$235 | (\$64) |
| Interest Bearing Liabilities | | \$368 | \$369 | (\$1) |
| Total Current Liabilities | | \$3,252 | \$3,396 | (\$144) |
| Non Current Liabilities | 7.1.4 | | | |
| Employee Entitlements | | \$112 | \$117 | (\$5) |
| Provision for Landfill Rehabilitation | | \$2,261 | \$2,026 | \$235 |
| Interest Bearing Liabilities | | \$2,094 | \$5,075 | (\$2,981) |
| Total Non Current Liabilities | | \$4,467 | \$7,218 | (\$2,751) |
| Net Assets | | \$229,595 | \$231,766 | \$2,171 |
| Equity | 7.1.5 | | | |
| Accumulated Funds | | \$92,988 | \$95,715 | \$2,727 |
| Asset Revaluation Reserves | | \$133,730 | \$133,730 | \$0 |
| Other Reserves | | \$2,877 | \$2,321 | (\$556) |
| Total Equity | | \$229,595 | \$231,766 | \$2,171 |

7.1.1 Current Assets

Cash includes cash and investments such as cash held in the bank and in petty cash and the value of investments in deposits or other highly liquid investments with short term maturities of three months or less. This balance is projected to decrease by \$1.2 million during the year mainly to fund the large capital works programme scheduled for the 2009/2010 year.

Trade and other receivables are monies owed to Council by ratepayers and others. Short term debtors are expected to shrink as the Elliminyt Gas Scheme is finalised.

7.1.2 Non Current Assets

Non Current Assets are budgeted to increase over 2009/2010 by \$6.2 million to \$236.2 million. This is due to an expansionary capital expenditure programme.

7.1.3 Current Liabilities

Current Liabilities are budgeted to increase by \$0.1 million over the 2009/2010 financial year.

Provisions include accrued long service leave and annual leave. These employee entitlements are only expected to increase marginally due to more active management of entitlements despite factoring in an increase for Collective Agreement outcomes.

7.1.4 Non Current Liabilities

Non Current Liabilities are budgeted to increase by \$2.7 million over the 2009/2010 year to \$7.2 million. This is due to an increase in Council's level of borrowings to fund intergenerational projects such as the Joint Use Library and the Apollo Bay Waste Transfer Station.

7.1.5 Equity

Equity is budgeted to increase over 2009/2010 by \$2.1 million.

7.2 Key Assumptions

Key assumptions used in the development of the 2009/2010 Budgeted Statement of Financial Position include:

- Total capital expenditure is budgeted to be \$15.7 million.
- Loan liability will increase in line with the borrowing programme.
- Employee provisions to increase marginally in 2009/2010. Long Service Leave and Annual Leave are projected to increase in line with projected increases to salaries.
- Changes in Reserves from Asset Revaluations have not been taken into account due to the uncertainty of revaluations.
- Payables are based on past trends. They are projected to remain relatively constant as it is difficult to predict what invoices and accounts will be outstanding as of 30th of June each financial year.

LONG TERM STRATEGIES

8. Strategic Resource Plan

Council will adopt its Strategic Resource Plan in June 2009 for the period 2009/10 to 2012/13.

8.1 Plan Development

The Colac Otway Shire Strategic Resource Plan (SRP) is a plan of resources required over a four year period to achieve the strategic objectives detailed in the Council Plan.

The current SRP was prepared in conjunction with the Council Plan and the 2009/2010 budgetary process. The SRP will be reviewed annually, in unison with the annual budget process to ensure that the SRP continues to provide guidance and remains relevant.

The current SRP reflects the more rigorous approach taken by the Council to:

- reducing the Infrastructure Renewal Gap;
- developing sustainable working capital reserves;
- funding of intergenerational projects; and
- funding of current and future environmental obligations including the remediation of landfill sites.

The key objective, which underlined the development of the Plan, was financial sustainability in the medium to long term, whilst still achieving Council's strategic objectives as specified in the Council Plan. The key financial targets, which underpin the Strategic Resource Plan are:

- Ensure asset renewal gap capital commitments are met in real terms for each year of the SRP;
- Achieve consistent operating surpluses;
- Achieve strong working capital and liquidity positions;
- Ensure cash balances are equal or above statutory; restricted and working capital reserve levels;
- Ensure funding is available to meet the Shire's current and future environmental obligations;
- Ensure funding is available to meet the Shire's current and future accommodation obligations; and
- Review user fees and charges on an annual basis for equity and fairness.

In preparing the SRP, Council was mindful of the need to comply with the following Principles of Sound Financial Management as contained in the Local Government Act:

- Prudently manage financial risks relating to debt, assets and liabilities;
- Provide reasonable stability in the level of rate burden;
- Consider the financial effects of Council decisions on future generations; and
- Provide full, accurate and timely disclosure of financial information.

8.2 Financial Resources

The following table summarises the key financial results for the period 2009/2010 to 2012/2013. It is intended to revise the SRP in line with the current budget to ensure consistency between the documents.

| BUDGET / SRP FINANCIAL RESOURCES | | | | |
|----------------------------------|-----------|-----------|-----------|-----------|
| Indicator | SRP | SRP | SRP | SRP |
| | 2009/2010 | 2010/2011 | 2011/2012 | 2012/2013 |
| | '000 | '000 | '000 | '000 |
| Net Surplus/(Deficit) | \$2,727 | \$3,092 | \$3,470 | \$3,891 |
| Rates & Charges Revenue | \$18,696 | \$19,818 | \$21,007 | \$22,268 |
| Cash Balance | \$3,945 | \$4,878 | \$6,271 | \$8,712 |
| Capital Works | \$15,707 | \$11,085 | \$11,032 | \$10,945 |

The key outcomes of the Plan are as follows:

- **Financial sustainability** - Cash and investments are forecast to increase over the four year period from a forecast of \$3.9 million to \$10.9 million, which indicates a fiscally prudent expenditure approach over the period whilst attempting to build capacity in the organisation to deal with external shocks, such as that dealt by economic conditions or natural disasters.
- **Rating strategy** - Rate increases are forecast to average 5.5% plus 1.5% for supplementary rates for the 2009/2010 up to and including the 2012/2013 financial years.
- **Infrastructure strategy** - Capital expenditure over the four year period will total \$48 million at an average of \$12 million.

9. Rating Strategy

This section considers the Council's rating strategy including strategy development and assumptions underlying the current year rate increase and rating structure.

9.1 Current Rate Structure

Council has established a structure for property rating that comprises three key elements.

These are:

- Property values, which are considered to reflect capacity to pay; (State Government legislation)
- Municipal charges being a flat charge applied equally to all properties; and
- User pays component to reflect usage of services provided by Council.

Striking a proper balance between these elements provides equity in the distribution of the rate burden across property types.

Having reviewed the various valuation bases for determining the property value component of rates, Council made a decision some years ago to apply a Capital Improved Value (CIV) basis of rating on the grounds that it provides the most equitable distribution of rates across the municipality. There are no plans to change that basis.

Council makes a further distinction within the property value component of rates based on the purpose for which the property is used, that is, whether the property is used for residential, farming or commercial/industrial purposes. In regard to the commercial/industrial properties this distinction is based on the concept that these properties should pay a fair and equitable contribution to rates taking into account the benefits that these businesses derive from the local community.

The existing rating structure comprises differential rates for residential, farming and commercial/industrial properties. These rates are structured in accordance with the requirements of Section 161 "Differential Rates" of the Local Government Act.

9.2 2009/2010 Rating Structure

The budget document details the 2009/10 operating position. It has been impacted by the deteriorating economic conditions and reductions in government funding.

In the determination of the annual rate increase, Colac Otway's Rating Strategy recognises:

- Council's obligations under the Act to prudently manage financial risks and to provide reasonable stability in the level of rate burden;
- Responsible financial management objectives which include the achievement of operating surpluses, a balanced cash budget and a sound liquidity position;
- The importance Council places on responsibly maintaining, developing and enhancing its assets through a significant annual Capital Works Programme; and
- Community demand and Council commitment to maintaining Council's services and facilities.

To achieve the management and delivery of these objectives in 2009/10 the budget recommends an increase of 5.72% in the average rates and charges per assessment. It is forecast that a total of \$18.7m in rates and charges will be raised including \$100,000 from supplementary rates.

The average rates and charges per assessment for 2009/10 are forecast to be \$1,307. This is a \$70 or 5.72% increase on the average rates and charges per assessment for 2008/09 of \$1,237.

The following table summarises the rates and charges to be made for 2009/10 year.

A more detailed analysis of the rates and charges to be raised is contained in Appendix B "Statutory Disclosures".

| Rate or Charge Type | How Applied | 2008/2009 | 2009/2010 |
|--|-------------------|-----------|-----------|
| Residential – Colac (Base Rate) | Cents in \$of CIV | 0.3015 | 0.3231 |
| Residential – Balance of Shire | Cents in \$of CIV | 0.2563 | 0.2746 |
| Rural - Farm | Cents in \$of CIV | 0.2382 | 0.2552 |
| Holiday Rental | Cents in \$of CIV | 0.3015 | 0.3231 |
| Commercial/Industrial - Colac | Cents in \$of CIV | 0.4975 | 0.5331 |
| Commercial/Industrial - Other | Cents in \$of CIV | 0.4221 | 0.4523 |
| Municipal Charge | \$ per property | \$150 | \$147 |
| Waste Management Charge - Weekly | \$ per property | \$235 | \$240 |
| Waste Management Charge - Fortnightly | \$ per property | \$152 | \$156 |
| Aire River (Special Charge) Drainage Scheme | \$ per hectare | \$0.20 | \$0.20 |
| Tirrengower (Special Charge) Drainage Scheme | \$ per hectare | \$2.50 | \$2.50 |

The existing rating relativities between property types are as follows:

| Rate Category | Relativity |
|--------------------------------|---------------------------|
| Residential – Colac | Base rate |
| Residential – Balance of Shire | 85% of Colac Residential |
| Rural - Farm | 79% of Colac Residential |
| Holiday Rental | 100% of Colac Residential |
| Commercial/Industrial - Colac | 165% of Colac Residential |
| Commercial/Industrial - Other | 140% of Colac Residential |

10. Borrowing Strategy

Council's borrowing strategy aims to provide a framework for Council to work within when sourcing funds for various projects by borrowings. Part of Council's medium to long term financial strategy is to provide adequate and appropriate levels of service to the community, whilst maintaining a prudent financial position. In the light of this requirement, it can be seen that the borrowing strategy is an integral part of Council's long term financial plan.

Borrowings are identified as an important funding source for capital works programmes. In the past, Council has borrowed strongly to finance large infrastructure projects and intends to do so again in the 2009/2010 financial year.

The following table provides a history of Council borrowings for the last five years and the prudential ratios applicable.

| Year | Total Borrowings 30-Jun '000 | Working Capital Ratio % | Debt Mgt Loan Debt / Rates % | Debt Mgt Service Cost / Revenue % |
|---------|------------------------------------|-------------------------------|------------------------------------|---|
| 2005/06 | \$3,923 | 243% | 29.72% | 0.87% |
| 2006/07 | \$3,466 | 267% | 23.50% | 0.78% |
| 2007/08 | \$2,980 | 226% | 18.19% | 0.65% |
| 2008/09 | \$2,462 | 232% | 13.99% | 0.54% |
| 2009/10 | \$5,444 | 205% | 29.05% | 0.88% |

The above table indicates that Council's borrowing level at 30th June 2010 is forecast to be \$5.44 million. This level is well within the Victorian State Government's prudential ratio limits.

The Strategic Resource Plan which has been prepared for the period 2009/10 to 2012/13 includes funding options for a number of significant projects. These include for example:

- Joint Use Library (Colac Library);
- Apollo Bay Community Library and Facility Development; and
- Apollo Bay Waste Transfer Station.

The use of loan funds has been identified as an integral part in the delivery of intergenerational infrastructure for the community. This essentially recognises that assets built today, such as a transfer station, which is for the present and future generations of ratepayers should be paid for by more than just the present generation, hence the term of "intergenerational projects". It is "unfair" to burden today's ratepayer with all of the costs of an asset that will benefit future ratepayers.

The following table sets out the future debt servicing performance with the expected new borrowings taken up. The figures are based on the forecast financial position of Council as at 30th June 2009.

Borrowing Position 2009/10 to 2011/12

| Year | New Borrowings '000 | Principal Paid '000 | Interest Paid '000 | Balance 30-Jun '000 | Debt / Rate Revenue |
|---------|---------------------------|---------------------------|-----------------------|---------------------------|------------------------|
| 2009/10 | \$3,350,000 | \$368 | \$323 | \$5,444 | 29.06% |
| 2010/11 | \$500,000 | \$369 | \$369 | \$5,575 | 28.07% |
| 2011/12 | \$0 | \$347 | \$362 | \$5,228 | 24.83% |

11. Asset Management Strategy

As a result of Council's medium to long term aim to provide an appropriate level of community service, Council has developed a capital and major works strategy, which sets out Council's capital expenditure requirements for the next four years.

The Council has developed an Asset Management Strategy which sets out the capital expenditure requirements of the Council for the next four years. It predicts infrastructure consumption, renewal needs and additional infrastructure requirements to meet future community service expectations. The key aspects in developing the Asset Management Strategy are:

- Long term capital planning process which integrates with the Council Plan (Strategic Resource Plan), Long Term Financial Plan and the Annual Budget Processes;
- Listing of all known capital projects in the five year capital works program;
- Transparent process for evaluating and prioritising capital projects.

The capital works planning process is undertaken annually, thereby ensuring that the current capital expenditure commitments made by the Council are consistent with the Strategy and reflect current priorities.

A key objective of this Strategy is to maintain or preserve Council's existing assets at desired condition levels. In order to ensure sustainability of the asset portfolio, Councils focus needs to be more on renewal than expansion or upgrade. Renewal works maintain the stability of the portfolio, whereas upgrade and expansion works increase the value of the asset portfolio. An increased asset portfolio value requires a greater annual contribution to sustain the condition of the expanded asset base. This approach is caused by financial constraints.

APPENDICES

Overview to Appendices

The following appendices include voluntary and statutory disclosures of information which provide support for the analysis contained in this report.

The information contained in the appendices has not been included in the main body of the report due to the interests of clarity and conciseness. However, Council has decided that whilst the budget report needs to focus on the important elements of the budget and provide appropriate analysis thereof, the detail upon which the annual budget is based should be provided in the interests of open and transparent local government.

The contents of the appendices are summarised below:

Appendix A – Budgeted Standard Statements

This appendix presents information in regard to the Budgeted Standard Statements.

The appendix includes the following budgeted information:

- Budgeted Standard Income Statement
- Budgeted Standard Balance Sheet
- Budgeted Standard Cash Flow Statement
- Budgeted Standard Capital Works Statement
- Budgeted Statement of Investment Reserves

Appendix B – Statutory Disclosures in the Annual Budget

This appendix presents information required pursuant to the Act and the Regulations to be disclosed in the Council's annual budget.

The appendix includes the Council's 2009/10 Rates and Charges.

Appendix C – Capital Works Programme

This appendix presents a listing of the capital works projects that will be undertaken for the 2009/10 year.

The capital works projects are grouped by class and include new works for 2009/10.

Appendix D – Key Strategic Activities

Pursuant to Section 127 of the *Local Government Act* 1989, this appendix presents a number of strategic activities to be undertaken during the 2009/10 year and performance targets and measures in relation to these.

Appendix E – User Pay Charges

This appendix presents a list of user pay charges that are both Council and Statutory Fees that list the current fee and the recommended fee for 2009/10.

Appendix A - Budget Standard Statements

This appendix presents information in regard to the Budgeted Standard Statements.

This appendix includes the following budgeted information:

- Budgeted Standard Income Statement
- Budgeted Standard Balance Sheet
- Budgeted Standard Cash Flow Statement
- Budgeted Standard Capital Works Statement
- Budgeted Statement of Investment Reserves

Budgeted Standard Income Statement

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|--|-------------------------------|-----------------------------|------------------|
| OPERATING REVENUE | | | |
| Rates - General | \$17,592 | \$18,696 | \$1,104 |
| Rates & Charges | \$17,592 | \$18,696 | \$1,104 |
| Grants - Operating | \$7,603 | \$7,467 | (\$136) |
| Grants - Capital | \$4,803 | \$4,666 | (\$137) |
| Charges, Fees & Fines | \$3,889 | \$3,720 | (\$169) |
| Reimbursements & Contributions | \$750 | \$389 | (\$361) |
| Interest Revenue | \$380 | \$325 | (\$55) |
| TOTAL OPERATING REVENUE | \$35,017 | \$35,263 | \$246 |
| OPERATING EXPENSES | | | |
| Employee Expenses | \$10,728 | \$10,226 | \$502 |
| Depreciation | \$7,685 | \$8,031 | (\$346) |
| Borrowing Costs | \$191 | \$323 | (\$132) |
| Materials & Services | \$13,897 | \$12,122 | \$1,775 |
| Grants and Donations | \$149 | \$415 | (\$266) |
| Plant Expenses | \$311 | \$1,307 | (\$996) |
| Other | \$966 | \$0 | \$966 |
| TOTAL OPERATING EXPENSES | \$33,927 | \$32,424 | \$1,503 |
| Net profit (loss) from Asset Sales | \$13 | \$38 | (\$25) |
| Donated Assets | \$139 | \$0 | \$139 |
| LESS Property, Plant & Equipment Written Off | \$150 | \$150 | \$0 |
| NET SURPLUS/(DEFICIT) | \$1,092 | \$2,727 | \$1,635 |

Budgeted Standard Balance Sheet

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---|-------------------------------|-----------------------------|------------------|
| CURRENT ASSETS | | | |
| Cash | \$4,500 | \$3,945 | (\$555) |
| Receivables | \$2,650 | \$2,031 | (\$619) |
| Inventories | \$91 | \$92 | \$1,000 |
| Prepayments | \$81 | \$84 | \$3,000 |
| TOTAL CURRENT ASSETS | \$7,322 | \$6,152 | (\$1,170) |
| NON-CURRENT ASSETS | | | |
| Property, Infrastructure, Plant & Equipment | \$229,544 | \$235,795 | \$6,251 |
| Investment in Associates | \$448 | \$433 | (\$15) |
| Receivables | \$0 | \$0 | \$0 |
| TOTAL NON-CURRENT ASSETS | \$229,992 | \$236,228 | \$6,236 |
| TOTAL ASSETS | \$237,314 | \$242,380 | \$5,066 |
| CURRENT LIABILITIES | | | |
| Payables | \$693 | \$690 | \$3 |
| Employee Entitlements | \$2,020 | \$2,102 | (\$82) |
| Provision for Landfill Rehabilitation | \$171 | \$235 | (\$64) |
| Lease Liability | \$0 | \$0 | \$0 |
| Interest Bearing Liabilities | \$368 | \$369 | (\$1) |
| TOTAL CURRENT LIABILITIES | \$3,252 | \$3,396 | (\$144) |
| NON-CURRENT LIABILITIES | | | |
| Employee Entitlements | \$112 | \$117 | (\$5) |
| Provision for Landfill Rehabilitation | \$2,261 | \$2,026 | \$235 |
| Lease Liability | \$0 | \$0 | \$0 |
| Interest Bearing Liabilities | \$2,094 | \$5,075 | (\$2,981) |
| TOTAL NON-CURRENT LIABILITIES | \$4,467 | \$7,218 | (\$2,751) |
| TOTAL LIABILITIES | \$7,719 | \$10,614 | (\$2,895) |
| NET ASSETS | \$229,595 | \$231,766 | \$2,171 |
| EQUITY | | | |
| Accumulated Funds | \$92,988 | \$95,715 | \$2,727 |
| Asset Revaluation Reserves | \$133,730 | \$133,730 | \$0 |
| Other Reserves | \$2,877 | \$2,321 | (\$556) |
| TOTAL EQUITY | \$229,595 | \$231,766 | \$2,171 |

Budgeted Standard Cash Flow Statement

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|--|-------------------------------|-----------------------------|------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | | |
| Receipts | | | |
| Rates and Charges | \$17,549 | \$18,696 | \$1,147 |
| Grants - Operating | \$7,603 | \$7,467 | (\$136) |
| Grants - Capital | \$4,803 | \$4,666 | (\$137) |
| Council User charges & reimbursements | \$3,295 | \$4,109 | \$814 |
| Contributions and donations received | \$750 | \$0 | (\$750) |
| Interest received | \$380 | \$325 | (\$55) |
| | \$34,380 | \$35,263 | \$883 |
| Payments | | | |
| Employees costs | (\$10,650) | (\$10,226) | \$424 |
| Materials and consumables | (\$14,519) | (\$12,122) | \$2,397 |
| Finance costs | (\$191) | (\$323) | (\$132) |
| Council Grants and Donations paid | (\$149) | (\$415) | (\$266) |
| Other Expenses | (\$947) | (\$1,307) | (\$360) |
| | (\$26,456) | (\$24,393) | \$2,063 |
| Net cash provided by operating activities | \$7,924 | \$10,870 | \$2,946 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | |
| Payments for asset acquisition | (\$9,855) | (\$15,707) | (\$5,852) |
| Proceeds from disposal of assets | \$563 | \$1,300 | \$737 |
| Net cash used in investing activities | (\$9,292) | (\$14,407) | (\$5,115) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | |
| Repayment of borrowings | (\$518) | (\$368) | \$150 |
| Proceeds from borrowings | \$0 | \$3,350 | \$3,350 |
| Lease Payments | (\$26) | \$0 | \$26 |
| Net cash used in financing activities | (\$544) | \$2,982 | \$3,526 |
| Net increase/(decrease) in cash held | (\$1,912) | (\$555) | \$1,357 |
| Cash at the beginning of the financial year | \$6,412 | \$4,500 | (\$1,912) |
| CASH AT THE END OF THE FINANCIAL YEAR | \$4,500 | \$3,945 | (\$555) |

Budgeted Standard Statement of Capital Works

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|---------------------------------|-------------------------------|-----------------------------|------------------|
| Projects | | | |
| Land | \$1,000 | \$1,300 | (\$300) |
| Buildings | \$623 | \$6,470 | (\$5,847) |
| Roads & Streets | \$4,803 | \$5,339 | (\$536) |
| Parks & Gardens | \$531 | \$215 | \$316 |
| Furniture & Equipment | \$302 | \$136 | \$166 |
| Drainage | \$390 | \$441 | (\$51) |
| Bridges | \$565 | \$120 | \$445 |
| Footpaths, Kerb and Channelling | \$250 | \$237 | \$13 |
| Plant & Machinery | \$1,200 | \$1,450 | (\$250) |
| Total Capital Works | \$9,664 | \$15,707 | (\$6,043) |
| Represented by: | | | |
| Renewal | \$6,135 | \$7,742 | (\$1,607) |
| Upgrade | \$3,521 | \$1,759 | \$1,762 |
| New | \$8 | \$6,207 | (\$6,199) |
| Total Capital Works | \$9,664 | \$15,707 | (\$6,043) |

Reconciliation of net movement in property, plant and equipment

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 |
|---|-------------------------------|-----------------------------|
| Total Capital Works | \$9,664 | \$15,707 |
| Asset Revaluation increment/decrement | \$0 | \$0 |
| Depreciation | (\$7,685) | (\$8,031) |
| Written value of assets sold | (\$550) | (\$1,262) |
| Donated assets | \$139 | \$0 |
| Property, Plant & Equipment Written Off | (\$150) | (\$150) |
| Net movement property, plant and equipment | \$1,418 | \$6,264 |

Budgeted Statement of Reserves

| | Forecast 2008/2009 '000 | Budget 2009/2010 '000 | Variance '000 |
|-------------------------------------|-------------------------------|-----------------------------|------------------|
| Statutory | | | |
| Car Parking | \$246 | \$136 | (\$110) |
| Recreational Lands | \$358 | \$358 | \$0 |
| Total Statutory Reserves | \$604 | \$494 | (\$110) |
| Discretionary | | | |
| Plant Replacement | \$504 | \$604 | \$100 |
| Landfill Rehabilitation | \$300 | \$380 | \$80 |
| Marengo Transfer Station | \$225 | \$0 | (\$225) |
| Lakeside Estate Sale Proceeds | \$750 | \$0 | (\$750) |
| Waste Management | \$408 | \$665 | \$257 |
| Colac Livestock Selling Centre | \$86 | \$178 | \$92 |
| Total Discretionary Reserves | \$2,273 | \$1,827 | (\$446) |
| Total Reserves | \$2,877 | \$2,321 | (\$556) |

Reserve Funds consists of all funds Council has specifically set aside in reserves for capital works and other projects. During the 2009/2010 financial year, it is expected that \$0.2 million from the Landfill Rehabilitation Reserve will be utilised for the Apollo Bay Waste Transfer Station and Council will continue to increase the funds in the Waste Management reserve to accommodate future waste management projects and issues associated with the review of contracts.

Appendix B - Statutory Disclosures

Statutory disclosures required for Public Display of the Prepared 2009/10 Annual Budget.

This Schedule presents information required pursuant to the Act and the Regulations to be disclosed in the Council's Annual Budget. The disclosures include details on:

- Borrowings
- Rates and Charges
- Differential Rates

1. Borrowings

| | 2008/09 \$ | 2009/10 \$ |
|---|---------------|---------------|
| New borrowings (other than refinancing) | Nil | 3,350,000 |
| Debt redemption | 518,000 | 368,000 |

2. Rates and charges

2.1 The proposed rate in the dollar for each type of rate to be levied

| Type of Property | 2008/09 Cents/\$CIV | 2009/10 Cents/\$CIV |
|--|------------------------|------------------------|
| Residential – Colac, Colac East, Colac West, Elliminyt | 0.3015 | 0.3231 |
| Residential – Balance Shire | 0.2563 | 0.2746 |
| Rural - Farm | 0.2382 | 0.2552 |
| Holiday Rental | 0.3015 | 0.3231 |
| Commercial/Industrial – Colac, Colac East, Colac West, Elliminyt | 0.4975 | 0.5331 |
| Commercial/Industrial – Balance of Shire | 0.4221 | 0.4523 |

2.2 The estimated amount to be raised by each type of rate to be levied

| Type of Property | 2008/09 \$ | 2009/10 \$ |
|--|---------------|---------------|
| Residential – Colac, Colac East, Colac West, Elliminyt | 2,820,546 | 3,074,771 |
| Residential – Balance Shire | 4,485,317 | 4,729,331 |
| Rural - Farm | 3,934,137 | 4,188,132 |
| Holiday Rental | 496,804 | 662,357 |
| Commercial/Industrial – Colac, Colac East, Colac West, Elliminyt | 989,204 | 1,097,400 |
| Commercial/Industrial – Balance of Shire | 688,082 | 722,092 |

2.3 The estimated total amount to be raised by rates

| | 2008/09 \$ | 2009/10 \$ |
|--------------------------|---------------|---------------|
| Total rates to be raised | 13,414,090 | 14,474,082 |

2.4 The proposed percentage change in the rate in the dollar for each type of rate to be levied, compared to that of the previous financial year

| Type of Property | 2008/09 Change % | 2009/10 Change % |
|---|------------------------|------------------------|
| Residential – Colac, Colac East, Colac West, Elliminyt | (3.05) | 7.2 |
| Residential – Balance Shire | (2.92) | 7.1 |
| Rural - Farm | (3.17) | 7.1 |
| Holiday Rental | (3.05) | 7.2 |
| Commercial/Industrial – Colac, Colac East, Colac West, Elliminyt | (3.96) | 7.2 |
| Commercial/Industrial – Balance of Shire | (3.19) | 7.2 |

2.5 The number of assessments for each type of rate to be levied, compared to the previous year

| Type of Property | 2008/09 No. | 2009/10 No. |
|---|----------------|----------------|
| Residential – Colac, Colac East, Colac West, Elliminyt | 4,850 | 4,884 |
| Residential – Balance Shire | 5,495 | 5,428 |
| Rural - Farm | 2,600 | 2,599 |
| Holiday Rental | 329 | 426 |
| Commercial/Industrial – Colac, Colac East, Colac West, Elliminyt | 596 | 602 |
| Commercial/Industrial – Balance of Shire | 319 | 325 |
| Total number of assessments | 14,189 | 14,264 |

2.6 The basis of valuation to be used is the Capital Improved Value (CIV)

2.7 The estimated total value of land in respect of which each type of rate is to be levied, compared with the previous year

| Type of Property | 2008/09 \$ | 2009/10 \$ |
|--|----------------------|------------------------|
| Residential – Colac, Colac East, Colac West, Elliminyt | 935,504,600 | 951,646,900 |
| Residential – Balance Shire | 1,750,026,200 | 1,722,261,700 |
| Rural - Farm | 1,651,610,900 | 1,641,117,500 |
| Holiday Rental | 164,777,500 | 205,000,500 |
| Commercial/Industrial – Colac, Colac East, Colac West, Elliminyt | 198,835,038 | 205,852,538 |
| Commercial/Industrial – Balance of Shire | 163,013,800 | 159,648,800 |
| Total | 4,863,768,038 | \$4,885,527,938 |

2.8 The proposed unit amount to be levied for each type of charge under section 162 of the Act

| Type of Charge | Per Rateable Property 2008/09 \$ | Per Rateable Property 2009/10 \$ |
|---------------------------------------|---|---|
| Municipal Charge | 150 | 147 |
| Waste Management Charge - Weekly | 235 | 240 |
| Waste Management Charge - Fortnightly | 152 | 156 |

2.9 The estimated amounts to be raised for each type of charge to be levied, compared to the previous year

| Type of Charge | 2008/09 \$ | 2009/10 \$ |
|---------------------------------------|------------------|------------------|
| Municipal Charge | 2,003,850 | 1,976,268 |
| Waste Management Charge - Weekly | 2,106,775 | 2,175,120 |
| Waste Management Charge - Fortnightly | 20,824 | 21,684 |
| Total | 4,131,449 | 4,173,072 |

2.10 The estimated total amount to be raised by rates and charges

| | 2008/09 \$ | 2009/10 \$ |
|---------------------|-------------------|-------------------|
| Rates and charges | 17,545,539 | 18,647,154 |
| Supplementary rates | 100,000 | 100,000 |
| Total | 17,645,539 | 18,747,154 |

2.11 There are no known significant changes which may affect the estimated amounts to be raised by rates and charges. However, the total amount to be raised by rates and charges may be affected by:

- The making of supplementary valuations;
- The variation of returned levels of value (e.g. valuation appeals);
- Changes in use of land such that rateable land becomes non-rateable land and vice versa; and
- Changes in use of land such that residential land becomes business land and vice versa.

2.12 Other Charges

| Type of Charge | Per Hectare 2008/09 \$ | Per Hectare 2009/10 \$ |
|--|------------------------------|------------------------------|
| Aire River (Special Charge) Drainage Scheme | \$0.20 | \$0.20 |
| Tirrengower (Special Charge) Drainage Scheme | \$2.50 | \$2.50 |

3. Differential rates

3.1 Rates to be levied

The rate and amount of rates payable in relation to land in each category of differential are:

- A general rate of 0.3231% (0.3231 cents in the dollar of CIV) for all rateable residential properties in Colac, Colac East, Colac West and Elliminyt less than 1.0 hectares.
- A general rate of 0.2746% (0.2746 cents in the dollar of CIV) for any land which is 1.0 hectare or more in area or which is not located in Colac, Colac East, Colac West or Elliminyt (balance of Shire).
- A general rate of 0.2552% (0.2552 cents in the dollar of CIV) for all rateable farm land.
- A general rate of 0.3231% (0.3231 cents in the dollar of CIV) for all rateable holiday rental properties.
- A general rate of 0.5331% (0.5331 cents in the dollar of CIV) for all rateable commercial and industrial properties in Colac, Colac East, Colac West and Elliminyt.
- A general rate of 0.4523% (0.4523 cents in the dollar of CIV) for all other rateable commercial and industrial properties not located in Colac, Colac East, Colac West and Elliminyt (balance of Shire).

Each differential rate will be determined by multiplying the Capital Improved Value of rateable land (categorised by the characteristics described below) by the relevant percentages indicated above.

Council believes each differential rate will contribute to the equitable and efficient carrying out of council functions. Details of the objectives of each differential rate, the types of classes of land which are subject to each differential rate and the uses of each differential rate are set out below.

3.2. Residential Land – Colac, Colac East, Colac West, Elliminyt

Any land which is located in Colac, Colac East, Colac West or Elliminyt that is not zoned for commercial or industrial use and which:

- 3.2.1 is vacant or used primarily for residential purposes and is less than 1.0 hectare in area; and
- 3.2.2 does not have the characteristics of:
 - a) Rural Farm Land;
 - b) Holiday Rental Land; or
 - c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt.

3.3. Residential Land – Balance of Shire

Any land which is 1.0 hectare or more in area or which is not located in Colac, Colac East, Colac West or Elliminyt that:

- 3.3.1 is vacant or used primarily for residential purposes; and
- 3.3.2 does not have the characteristics of:
 - a) Rural Farm Land;
 - b) Holiday Rental Land;
 - c) Commercial/Industrial Land – Colac, Colac East, Colac West or Elliminyt; or
 - d) Commercial/Industrial Land – Balance of Shire

3.4 Rural Farm Land

Any land which is “Farm Land” within the meaning of section 2 of the *Valuation of Land Act* 1960.

3.5 Holiday Rental Land

Any land that contains a dwelling, cabin or house or part of a house that:

- 3.5.1 is used for the provision of holiday accommodation for the purpose of generating income; or
- 3.5.2 is made generally available for holiday accommodation and is a secondary or supplemental source of income for the owner.

Note: Typically, the category will include absentee owned holiday houses, owner occupied “Bed and Breakfast” establishments, farm properties with accommodation cabins, holiday farms and the like.

The category will not include land used to provide tourist/holiday accommodation on an overtly commercial scale and basis where the provision of accommodation is an integral part of the use of the property. The types of properties excluded from this category would include motels, resorts, hotels with accommodation, caravan parks, centrally managed and promoted multi unit developments and the like.

3.6 Commercial/Industrial Land – Colac, Colac East, Colac West, Elliminyt

Any land which is located in Colac, Colac East, Colac West or Elliminyt which:

- 3.6.1 does not have the characteristics of:
- a) Rural Farm Land;
 - b) Residential Land – Colac, Colac East, Colac West or Elliminyt; or
 - c) Holiday Rental Land; and
- 3.6.2 is used primarily for:
- a) the sale of goods or services;
 - b) other commercial purposes; or
 - c) industrial purposes
- or which is vacant but zoned for commercial or industrial use.

3.7. Commercial/Industrial Land - Balance of Shire

Any land which is not located in Colac, Colac East, Colac West or Elliminyt which:

- 3.7.1 does not have the characteristics of:
- a) Rural Farm Land;
 - b) Residential Land – Balance of Shire; or
 - c) Holiday Rental Land; and
- 3.7.2 is used primarily for:
- a) the sale of goods or services;
 - b) other commercial purposes; or
 - c) industrial purposes
- or which is vacant but zoned for commercial or industrial use.

Other Charges**4. Municipal Charge**

4.1 A Municipal Charge be declared for the period commencing 1 July 2009 to 30 June 2010 to cover some of the administrative costs of the Council.

4.2 The municipal charge be the sum of \$147 per annum for each rateable property in respect of which a municipal charge can be levied.

5. *Annual Service (Waste Management) Charges*

5.1 An annual service (waste management) charge of \$240.00 per annum be declared for:

5.1.1 all land used primarily for residential or commercial purposes; or

5.1.2 other land

in respect of which a weekly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.

5.2 An annual service (waste management) charge of \$156.00 per annum be declared for:

5.2.1 all land used primarily for residential or commercial purposes; or

5.2.2 other land

in respect of which a fortnightly waste collection and disposal service is provided, for the period 1 July 2009 to 30 June 2010.

5.3 Commercial properties can have a maximum of two (2) 240 litre or four (4) 120 litre bins.

6. Aire River Special (Drainage) Charge

A special charge of \$0.20 per hectare will be declared on those properties located within the Aire River Drainage Scheme for the period 1 July 2009 to 30 June 2010.

7. Tirrenqower Special (Drainage) Scheme

The special charge for the Tirrenqower drainage works previously declared by Council be fixed at \$2.50 per hectare for the period 1 July 2009 to 30 June 2010.

8. Rating Objectives

RESIDENTIAL LAND – COLAC, COLAC EAST, COLAC WEST OR ELLIMINYT

Objective:

To ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Land located in Colac, Colac East, Colac West and Elliminyt.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

RESIDENTIAL LAND – BALANCE OF SHIRE**Objective:**

To ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Land which is not located in Colac, Colac East, Colac West or Elliminyt.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

RURAL FARM LAND**Objective:**

To maintain and encourage the development of land for farming purposes and ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Wherever located within the municipal district.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

HOLIDAY RENTAL LAND**Objective:**

To ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services; and
4. Contribution towards tourism and economic development.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Wherever located within the municipal district.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

COMMERCIAL/INDUSTRIAL LAND – COLAC, COLAC EAST, COLAC WEST OR ELLIMINYT**Objective:**

To ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services; and
4. Contribution towards economic development and tourism.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Land located in Colac, Colac East, Colac West and Elliminyt.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

COMMERCIAL/INDUSTRIAL LAND – BALANCE OF SHIRE

Objective:

To ensure that all rateable land makes an equitable financial contribution to the cost of carrying out the functions of Council, including the -

1. Construction and maintenance of public infrastructure; and
2. Development and provision of health and community services; and
3. Provision of general support services; and
4. Contribution towards economic development and tourism.

Types and Classes:

Rateable land having the relevant characteristics described in the Recommendation.

Use and Level of Differential Rate:

The differential rate will be used to fund some of those items of expenditure described in the Budget adopted by Council.

The level of the differential rate is the level which Council considers is necessary to achieve the objectives specified above.

Geographic Location:

Land which is not located in Colac, Colac East, Colac West or Elliminyt.

Use of Land:

Any use permitted under the relevant Planning Scheme.

Planning Scheme Zoning:

The zoning applicable to each rateable land within this category, as determined by consulting maps referred to in the relevant Planning Scheme.

Types of Buildings:

Any buildings which are now constructed on the land or which are constructed prior to 30 June 2010.

Appendix C - Capital Works Programme**For the year ending 30th June 2010**

| Capital Works Programme Area | Value \$ |
|--|---------------------|
| Bridge | 120,000 |
| Renewal | 120,000 |
| Bridge Rehabilitation Programme | 120,000 |
| Building | 6,469,741 |
| Renewal | 878,000 |
| Beechy Precinct - Central Reserve Developments (Federal Funding) | 333,000 |
| Bluewater Fitness Centre - Aquatic change rooms | 50,000 |
| Bluewater Fitness Centre - Electrical Switchboard | 25,000 |
| Building Renewal Programme - Capex | 200,000 |
| Refurbishment of Shire Office | 270,000 |
| Upgrade | 689,728 |
| Birregurra Toilet replacement | 130,000 |
| Building works on old Colac Library | 450,000 |
| Alvie Rec Reserve Redevelopment | 109,728 |
| New/Expansion | 4,902,013 |
| Beechy Precinct - Joint Use Library | 3,072,000 |
| Apollo Bay Transfer Station | 1,750,013 |
| Small Town Improvement Programme | 80,000 |
| Drainage | 440,650 |
| Renewal | 349,650 |
| Local Roads - Cosworks Drainage Works (Capital) | 349,650 |
| Upgrade | 91,000 |
| Coastal Towns Stormwater Management Implementation | 91,000 |
| Footpath | 179,700 |
| Renewal | 179,700 |
| Local Roads - Cosworks Footpaths (Capital) | 179,700 |
| Land | 1,300,000 |
| New/Expansion | 1,300,000 |
| Purchase of Land | 1,300,000 |
| Plant | 1,450,000 |
| Renewal | 1,450,000 |
| PLANT Replacement Purchases - Light Fleet | 650,000 |
| PLANT Cosworks Heavy Plant Purchases | 800,000 |
| Roads | 5,008,750 |
| Renewal | 4,509,150 |
| Asphalt Renewal | 55,000 |
| Binns Road (Stage 2) - Timber Roads | 337,150 |
| Cawood Street Rehabilitation | 96,000 |
| Colac-Lorne Road Rehabilitation | 100,000 |
| Cressy Shelford Road Rehabilitation 3 to 6 - Final Seal | 108,000 |
| Deans Creek Road | 75,000 |
| Irrewillipie Road - Forans Road Rehabilitation | 70,000 |
| Land Slip Renewals (Coast) | 115,000 |

| | |
|---|-------------------|
| Larpent Road Final Seal | 90,000 |
| Old Beech Forrest Road - Timber Roads | 317,000 |
| Richmond Street Rehabilitation | 80,500 |
| Road Design | 40,000 |
| Swan Marsh - Irrewillipie Road Final Seal | 69,000 |
| Swan Marsh Road - Pavement Rehabilitation | 300,000 |
| Local Roads - Cosworks Unsealed Roads (Capital) | 1,397,900 |
| Local Roads - Cosworks Sealed Rds Rehab Prog (Cap) | 299,450 |
| Local Roads - Cosworks Supply/Cart Aggregate (Cap) | 129,900 |
| Local Roads - Resealing Program (Capital) | 829,250 |
| Upgrade | 479,600 |
| Irrewillipie Road Widening Project | 375,000 |
| Pound Road Final Seal - Special Charge Scheme | 36,600 |
| Rail Crossing Upgrade Programme | 23,000 |
| Guardrail Installation Programme | 20,000 |
| Road Furniture Upgrades | 25,000 |
| New/Expansion | 20,000 |
| School Bus Route Safety Improvements | 20,000 |
| Furniture & Equipment | 176,000 |
| Renewal | 165,000 |
| Renewal of Computer Equipment | 80,000 |
| IT Server Infrastructure Renewal | 45,000 |
| New/Expansion | 11,000 |
| Projector - Theatre and Civic Hall | 11,000 |
| Kerb & Channelling | 57,750 |
| Upgrade | 57,750 |
| Morley Avenue (Wye River) Kerb and Channel Construction | 57,750 |
| Car Parks | 329,840 |
| New/Expansion | 329,840 |
| Pascoe Street Car Park Construction | 329,840 |
| Parks & Reserves | 215,000 |
| Renewal | 15,000 |
| Playground Developments | 15,000 |
| Upgrade | 200,000 |
| Eastern Reserve Netball Facilities Redevelopment | 200,000 |
| Grand Total | 15,707,431 |

Appendix D – Key Strategic Activities

The following details the Measures (or means) and Milestones of monitoring achievement against each Strategic Objectives

- Milestones: specific projects or activities being completed by a set time
- Measures: Council's success in this Plan will be measured numerically against the following targets

| Objectives | Strategic Indicators | Target 2009/10 | Source |
|--|--|--|------------------------------------|
| <p>Leadership and Governance</p> <p>Council will fulfil its statutory and legal obligations to its community and staff in a way that is: fair, ethical, inclusive, sustainable, financially responsible and meets the needs and practical aspirations of current and future generations</p> | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Community satisfaction with the Overall Performance of Council | 62% | DPCD Community Satisfaction Survey |
| | Community satisfaction with Council's Advocacy role | 63% | DPCD Community Satisfaction Survey |
| | Community satisfaction with Council's Community Engagement | 62% | DPCD Community Satisfaction Survey |
| | Community satisfaction with Council's Customer Contact | 73% | DPCD Community Satisfaction Survey |
| | Risk Liability Assessment | 87% | CMP Risk Management Audit |
| | Liquidity Ratio | 1.50:1(Est AIFRS Adj) | Audited Financial Statements |
| | Audit Opinion issued on Financial Statements | Compliance with all statutory requirements | Audited Financial Statements |

| Objectives | Strategic Indicators | Target 2009/10 | Source |
|---|---|--|------------------------------------|
| Physical Infrastructure and Assets Council will provide and maintain Council infrastructure and assets that meet community needs now and in the future | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Percentage of Capital Works expenditure projects completed | 85% | Capital Works Progress Report |
| | Capital Works expenditure actual compared to budgeted expenditure | 85% | Capital Works Progress Report |
| | Asset renewal sustainability index | 80% | Audited Financial Statements |
| Land Use and Development Council will engage, plan and make decisions about land use and development that takes into account the regulatory role of Council, its diverse geography, social, community, economic and environmental impacts for current and future generations. | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Building permits processed within statutory timeframes | 70% | Council Plan Progress Report |
| | Planning permits processed within statutory timeframes | 70% | Council Plan Progress Report |
| Environmental Management Council will protect and enhance the environment entrusted to us, demonstrate efficient use of natural resources and minimise climate change impacts. | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Increased Environmental Sustainability | <ul style="list-style-type: none"> • Milestone 5 (Cities for Climate Protection Program) • Eco Buy Accreditation | ICLEI Report Eco Buy Report |
| Economic Development Council is committed to facilitating a healthy and resilient economy through effective leadership, advocacy, and partnership. | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Completion of Master Plan priorities for all small towns | 80% | Council Report |

| Objectives | Strategic Indicators | Target 2009/10 | Source |
|--|---|-------------------|------------------------------------|
| Community Health and Wellbeing Council will promote community health and wellbeing in partnership with other health services. Through a partnership approach, Council will provide a broad range of customer focused health, recreational, cultural and community amenities, services and facilities | Achievement of Council Commitments and Key Actions | 100% | Council Plan Progress Report |
| | Community satisfaction with Health and Human Services | 77% | DPCD Community Satisfaction Survey |
| | Community satisfaction with Recreational Facilities | 66% | DPCD Community Satisfaction Survey |

Appendix E - User Fees & Charges Schedule



COLAC OTWAY SHIRE

FEES & CHARGES SCHEDULE

2009/2010

For the year ended

30-June-2010

Appendix E – User Pay Charges

2009/2010 User Fees and Charges

Penalty Unit

As at 1 July 2009 the value of a penalty unit is \$116.90 per unit. The value of a monetary unit also increases from 1 July 2009 to \$11.69 per unit.

Some fees are still to be adjusted subject to changes in legislation.

Schedule of Fees and Charges

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Corporate and Community Services | | | | |
| Corporate Services | | | | |
| Community Bus Hire per km | C | 10% | \$0.60 | \$0.70 |
| Council Properties | | | | |
| Bartlett Street Kindergarten (Wyndin) | C | 10% | \$220 | \$220 |
| Apollo Bay Newsheet | C | 10% | \$645 | \$665 |
| Aerodrome Landing Fees | | | | |
| Apollo Bay | C | 10% | \$5.50 | \$5.50 |
| Colac | C | 10% | \$3.00 | \$3.00 |
| Freedom of Information | S | 0 | \$22.70 | \$23.40 |
| Land Information Certificate | S | 0 | \$20 | \$20 |
| Replacement Rate Notice | C | 10% | \$20 | \$20 |
| Printing and Photocopying | | | | |
| A4 sheet | C | 10% | \$0.30 | \$0.30 |
| A3 sheet | C | 10% | \$0.60 | \$0.60 |
| A1 sheet | C | 10% | \$6.00 | \$6.00 |
| B2 sheet | C | 10% | \$4.00 | \$4.00 |
| Per metre length coloured photocopying | C | 10% | \$7.00 | \$7.00 |
| Coloured copy - A4 sheet | C | 10% | \$0.50 | \$0.60 |
| Coloured copy - A3 sheet | C | 10% | \$1.00 | \$1.20 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Community Services | | | | |
| Aged and Disability Services | | | | |
| Home Care (per hr) | C | 0 | \$3.50 to 16.00 | \$3.50 to \$16.00 |
| Personal Care (per hr) | C | 0 | \$3.50 to 16.00 | \$3.50 to \$16.00 |
| Respite Care (per hr) | C | 0 | \$3.50 to 16.00 | \$3.50 to \$16.00 |
| Veterans Home Care (1st hour) no further fee | C | 0 | \$3.50 to 16.00 | \$5 |
| Overnight Respite (per night) | C | 0 | \$30.00 | \$30.00 |
| Property Maintenance (per hour plus materials) | C | 0 | \$9.60 to 14.40 | \$9.60 to \$14.40 |
| (Full cost recovery is charged for services provided on behalf of the agencies (GST applies).) | | | | |
| Meeting Place | | | | |
| In House Activities | C | 10% | \$5.00 | \$5.00 |
| Swimming Activities | C | 10% | \$4.00+ BWFC Charge | \$4.00+ BWFC Charge |
| Community Transport | | | | |
| Colac | | | | |
| return | C | 10% | \$7.00 | \$7.00 |
| one way | C | 10% | \$3.50 | \$3.50 |
| Colac District | | | | |
| Birregurra/Forrest & Beeac/Warrion | | | | |
| return | C | 10% | \$9.00 | \$10.00 |
| one way | C | 10% | \$4.50 | \$5.00 |
| Colac Otway Shire | | | | |
| Apollo Bay, Lavers Hill | | | | |
| return | C | 10% | \$16.00 | \$20.00 |
| one way | C | 10% | \$8.00 | \$10.00 |
| Colac to Geelong or Ballarat | | | | |
| return | C | 10% | \$16.00 | \$20.00 |
| one way | C | 10% | \$8.00 | \$10.00 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|-----------------------|-------|------------------------------------|------------------------------------|
| Colac to Warrnambool | | | | |
| return | C | 10% | \$24.00 | \$24.00 |
| one way | C | 10% | \$12.00 | \$12.00 |
| Colac to Melbourne | | | | |
| return | C | 10% | \$36.00 | \$40.00 |
| one way | C | 10% | \$18.00 | \$20.00 |
| Full Cost Service | C | 10% | \$0.65 per km + 10% admin | \$0.70 per km + 10% admin |
| Delivered Meals | | | | |
| Delivered meals (per meal) | C | 0 | \$5.75 | \$7.60 |
| All meals (per meal) | C | 0 | \$6.50 | \$7.60 |
| (Full cost recovery GST applies) | | | | |
| Family Day Care | | | | |
| Per hour | C | 0 | \$5.00 | \$5.20 |
| Non-core hours | C | 0 | \$5.75 | \$6.00 |
| Administration levy | | | | |
| less than 10 hrs per fortnight | C | 0 | \$5.25 per wk per family | \$5.50 per wk per family |
| greater than 10 hrs per fortnight | C | 0 | \$6.25 per wk per family | \$6.50 per wk per family |
| Carers levy | C | 10% | 0.10c per hr | 0.10c per hr |
| Public Health | | | | |
| Septic Tanks | | | | |
| Septic tank systems | C | 0 | \$270 | \$300 |
| Septic tank alterations | C | 0 | \$140 | \$150 |
| Additional inspections | C | 0 | \$70 | \$75 |
| Assessment of land capability reports | C | 0 | \$70 | \$75 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|-----------------------|-------|------------------------------------|------------------------------------|
| Health Administration (Reg fees) | | | | |
| Health Registration Fees | | | | |
| Food Premises | | | | |
| New | C | 0 | \$345 | \$360 |
| Renewal | C | 0 | \$240 | \$250 |
| Pre-Sealed Long life Food | | | | |
| New | C | 0 | \$125 | \$130 |
| Renewal | C | 0 | \$78 | \$80 |
| Fruit and Vegetables | | | | |
| New | C | 0 | \$205 | \$215 |
| Renewal | C | 0 | \$130 | \$135 |
| Charitable Groups/Schools | | | | |
| New | C | 0 | \$170 | \$175 |
| Renewal | C | 0 | \$120 | \$125 |
| Hospitals, Nursing Homes, Child Minding etc. | | | | |
| New | C | 0 | \$415 | \$440 |
| Renewal | C | 0 | \$330 | \$340 |
| Caterers | | | | |
| New | C | 0 | \$265 | \$275 |
| Renewal | C | 0 | \$215 | \$220 |
| Bed and Breakfast | | | | |
| New | C | 0 | \$170 | \$175 |
| Renewal | C | 0 | \$120 | \$125 |
| Food Vehicles | | | | |
| New | C | 0 | \$205 | \$210 |
| Renewal | C | 0 | \$140 | \$145 |
| Hairdressers/Beauty Parlours | | | | |
| New premises design fee | C | 0 | \$70 | \$75 |
| Registration/renewal | C | 0 | \$100 | \$105 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|-----------------------|-------|------------------------------------|------------------------------------|
| Skin Penetration | | | | |
| New premises design fee | C | 0 | \$70 | \$75 |
| Registration/renewal | C | 0 | \$100 | \$105 |
| Combo Beauty | | | | |
| New premises design fee | C | 0 | \$80 | \$85 |
| Registration/renewal | C | 0 | \$110 | \$115 |
| Other Charges | | | | |
| Prescribed Accommodation | | | | |
| 6 to 10 persons | | | | |
| New premises design fee | C | 0 | \$80 | \$85 |
| Registration/renewal | C | 0 | \$135 | \$140 |
| 11 to 20 persons | | | | |
| New premises design fee | C | 0 | \$90 | \$95 |
| Registration/renewal | C | 0 | \$170 | \$175 |
| 20+ persons | | | | |
| New premises design fee | C | 0 | \$100 | \$105 |
| Registration/renewal | C | 0 | \$210 | \$220 |
| Combo Food Premises / Accommodation | C | 0 | \$125 | \$130 |
| Caravan Parks per Site | S | 0 | \$2.50 | \$2.50 |
| Miscellaneous | | | | |
| Transfer of Registration | C | 0 | 50% of reg fee | 50% of reg fee |
| Late Renewal Penalty Fee per Month | C | 0 | \$20 | \$20 |
| Conveyance Enquiries | C | 0 | \$95 | \$100 |
| Replacement Certificate | C | 0 | \$30 | \$30 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---------------------------------|-----------------------|-------|------------------------------------|------------------------------------|
| Bluewater Fitness Centre | | | | |
| Aquatic Programs | | | | |
| Daily Charges | | | | |
| Pool | | | | |
| Adult | C | 10% | \$4.60 | \$4.60 |
| Student | C | 10% | \$4.40 | \$4.40 |
| Pensioner | C | 10% | \$4.10 | \$4.10 |
| Child | C | 10% | \$3.60 | \$3.60 |
| Family | C | 10% | \$14.00 | \$14.00 |
| Competitor Entry | C | 10% | - | \$3.10 |
| School Group | C | 10% | \$3.10 | \$3.10 |
| Parent / Toddler | C | 10% | \$4.20 | \$4.20 |
| Spa | | | | |
| Adult | C | 10% | \$4.60 | \$4.60 |
| Student | C | 10% | \$4.40 | \$4.40 |
| Pensioner | C | 10% | \$4.10 | \$4.10 |
| Sauna | | | | |
| Adult | C | 10% | \$4.60 | \$4.60 |
| Student | C | 10% | \$4.40 | \$4.40 |
| Pensioner | C | 10% | \$4.10 | \$4.10 |
| Swim Spa Sauna (SSS) | | | | |
| Adult | C | 10% | \$9.00 | \$10.00 |
| Student | C | 10% | \$8.00 | \$9.00 |
| Pensioner | | 10% | \$7.00 | \$8.00 |
| Aqua | | | | |
| Adult | C | 10% | \$10.00 | \$10.00 |
| Student | C | 10% | \$9.00 | \$9.00 |
| Pensioner | C | 10% | \$8.00 | \$8.00 |
| School Group | C | 10% | \$6.50 | \$6.50 |
| Dry Programs | | | | |
| Gym | | | | |
| Adult | C | 10% | \$9.00 | \$9.00 |
| Student | C | 10% | \$8.00 | \$8.00 |
| Pensioner | C | 10% | \$7.00 | \$7.00 |
| Senior Special | C | 10% | \$4.50 | \$4.50 |
| 1hr fitness assessment | C | 10% | \$45.00 | \$55.00 |
| 1hr Personal training | C | 10% | \$45.00 | \$55.00 |
| 5 Ticket personal training | C | 10% | \$200.00 | \$240.00 |
| 10 Ticket personal training | C | 10% | \$350.00 | \$460.00 |
| Aerobic | | | | |
| Adult | C | 10% | \$10.00 | \$10.00 |
| Student | C | 10% | \$9.00 | \$9.00 |
| Pensioner | C | 10% | \$8.00 | \$8.00 |
| School Group | C | 10% | \$6.50 | \$6.50 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|-------------------------------|-----------------------|-------|------------------------------------|------------------------------------|
| Creche | | | | |
| Members | | | | |
| 1st Child 1hr | C | 10% | \$3.70 | \$3.70 |
| 1st Child 1.5hrs | C | 10% | \$5.50 | \$5.50 |
| 1st Child 2hrs | C | 10% | \$7.40 | \$7.40 |
| Additional child(ren) | C | 10% | \$3.00 | \$3.00 |
| Non Memebrs | | | | |
| 1st Child 1hr | C | 10% | N/A | \$4.50 |
| 1st Child 1.5hrs | C | 10% | N/A | \$6.00 |
| 1st Child 2hrs | C | 10% | N/A | \$8.00 |
| | | | | |
| Memberships | | | | |
| Gold (Aquatic and Dry) | | | | |
| Adult | | | | |
| 12 months | C | 10% | \$640.00 | \$675.00 |
| 6 months | C | 10% | \$440.00 | \$465.00 |
| 3 months | C | 10% | \$300.00 | \$315.00 |
| Student | | | | |
| 12 months | C | 10% | \$580.00 | \$610.00 |
| 6 months | C | 10% | \$400.00 | \$420.00 |
| 3 months | C | 10% | \$280.00 | \$295.00 |
| Pensioner | | | | |
| 12 months | C | 10% | \$530.00 | \$560.00 |
| 6 months | C | 10% | \$355.00 | \$380.00 |
| 3 months | C | 10% | \$235.00 | \$250.00 |
| Family | | | | |
| 12 months | C | 10% | \$945.00 | \$1,039.00 |
| 6 months | C | 10% | \$620.00 | \$682.00 |
| 3 months | C | 10% | \$410.00 | \$451.00 |
| | | | | |
| Silver (Dry) | | | | |
| Adult | | | | |
| 12 months | C | 10% | \$500.00 | \$525.00 |
| 6 months | C | 10% | \$345.00 | \$365.00 |
| 3 months | C | 10% | \$225.00 | \$240.00 |
| 20 Ticket Gym | C | 10% | \$160.00 | \$160.00 |
| 20 Ticket Aerobic | C | 10% | \$180.00 | \$180.00 |
| 20 Ticket Aqua | C | 10% | \$180.00 | \$180.00 |
| 10 Ticket Aqua | C | 10% | \$90.00 | \$90.00 |
| Student | | | | |
| 12 months | C | 10% | \$460.00 | \$485.00 |
| 6 months | C | 10% | \$310.00 | \$330.00 |
| 3 months | C | 10% | \$200.00 | \$215.00 |
| 20 Ticket Gym | C | 10% | \$140.00 | \$140.00 |
| 20 Ticket Aerobics | C | 10% | \$160.00 | \$160.00 |
| 20 Ticket Aqua | C | 10% | \$160.00 | \$160.00 |
| 10 Ticket Aqua | C | 10% | \$100.00 | \$100.00 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Pensioner | | | | |
| 12 months | C | 10% | \$420.00 | \$445.00 |
| 6 months | C | 10% | \$285.00 | \$300.00 |
| 3 months | C | 10% | \$185.00 | \$200.00 |
| 20 Ticket Gym | C | 10% | \$120.00 | \$120.00 |
| 20 Ticket Aerobic | C | 10% | \$140.00 | \$140.00 |
| 20 Ticket Aqua | C | 10% | \$140.00 | \$140.00 |
| 10 Ticket Aqua | C | 10% | \$80.00 | \$80.00 |
| | | | | |
| Bronze (Aquatic) | | | | |
| Adult | | | | |
| 12 months | C | 10% | \$420.00 | \$420.00 |
| 6 months | C | 10% | \$280.00 | \$280.00 |
| 3 months | C | 10% | \$200.00 | \$200.00 |
| 20 Ticket Swim | C | 10% | \$80.00 | \$80.00 |
| Student | | | | |
| 12 months | C | 10% | \$320.00 | \$320.00 |
| 6 months | C | 10% | \$240.00 | \$240.00 |
| 3 months | C | 10% | \$180.00 | \$180.00 |
| 20 Ticket Swim | C | 10% | \$76.00 | \$76.00 |
| Child | | | | |
| 12 months | C | 10% | \$285.00 | \$285.00 |
| 6 months | C | 10% | \$200.00 | \$200.00 |
| 3 months | C | 10% | \$140.00 | \$140.00 |
| 20 Ticket Swim | C | 10% | \$60.00 | \$60.00 |
| Pensioner | | | | |
| 12 months | C | 10% | \$360.00 | \$360.00 |
| 6 months | C | 10% | \$245.00 | \$245.00 |
| 3 months | C | 10% | \$160.00 | \$160.00 |
| 20 Ticket Swim | C | 10% | \$70.00 | \$70.00 |
| Family | | | | |
| 6 months | C | 10% | \$405.00 | \$430.00 |
| 3 months | C | 10% | \$275.00 | \$275.00 |
| | | | | |
| Learn to Swim | | | | |
| 30 min group lesson | C | 0% | \$10.00 | \$10.00 |
| 15 min 1 on 1 lesson | C | 0% | \$15.00 | \$15.00 |
| Discount for 2 of more children enrolled | C | 0% | \$9.00 | \$9.00 |
| Adult Squad Member | C | 0% | - | \$7.00 |
| Adult Squad Non Member | C | 0% | - | \$10.00 |
| Adult Squad Term Member | C | 0% | - | \$120.00 |
| Adult Squad Term Non Member | C | 0% | - | \$180.00 |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Squad | | | | |
| 1 per week | C | 10% | \$10.00 | \$10.00 |
| 2-3 per week | C | 10% | \$11.00 | \$11.00 |
| 4-6 per week | C | 10% | \$12.00 | \$12.00 |
| 7-11 per week | C | 10% | \$13.00 | \$13.00 |
| | | | | |
| Pool Hire | | | | |
| Lane Hire/hr (during normal operating hours) | C | 10% | \$17.00 | \$18.00 |
| Whole Pool 1/2 day < 4hrs (during normal operating hours) | C | 10% | \$230.00 | \$300.00 |
| Whole Pool full day 4+hrs (during normal operating hours) | C | 10% | \$330.00 | \$400.00 |
| Lifeguard Hire (outside normal operating hours) | C | 10% | - | \$30.00 |
| | | | | |
| Stadium Hire | | | | |
| All day 8hr max (during normal operating hours). | C | 10% | \$380.00 | \$380.00 |
| After hours hourly rate | C | 10% | | \$40.00 |
| Senior Court Hire/hr (Associations only) | C | 10% | \$63.00 | \$63.00 |
| Junior Court Hire/hr (Associations only) | C | 10% | \$32.00 | \$32.00 |
| Squash Court 1hr hour | C | 10% | \$17.00 | \$17.00 |
| Squash court 30min | C | 10% | \$8.50 | \$8.50 |
| Basketball casual entry | C | 10% | \$4.00 | \$4.50 |
| | | | | |
| Minor hall hire | | | | |
| commercial | C | 10% | \$35.00 | \$38.00 |
| community | C | 10% | \$22.00 | \$25.00 |
| Room Hire/hr | C | 10% | - | \$25.00 |
| | | | | |
| Others | | | | |
| Pool party per child | C | 10% | \$15.00 | \$15.00 |
| Instructor Hire/hr Aquatic or Dry | C | 10% | - | \$50.00 |
| Membership cancellation fee | C | 10% | N/A | \$30.00 |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Direct Debit Memberships (per month) | | | | |
| Gold | | | | |
| Adult | C | 10% | \$52.00 | \$62.00 |
| Student | C | 10% | N/A | \$56.00 |
| Pensioner | C | 10% | \$43.00 | \$46.00 |
| Family | C | 10% | \$77.00 | \$96.00 |
| Silver | | | | |
| Adult | C | 10% | \$41.00 | \$56.00 |
| Student | C | 10% | N/A | \$42.00 |
| Pensioner | C | 10% | \$33.00 | \$38.00 |
| Family | C | 10% | N/A | \$84.00 |
| Bronze | | | | |
| Adult | C | 10% | \$33.00 | \$42.00 |
| Student | C | 10% | N/A | \$38.00 |
| Pensioner | C | 10% | \$29.00 | \$34.00 |
| Child | C | 10% | \$22.00 | \$30.00 |
| Family | C | 10% | \$49.00 | \$60.00 |
| Corporate | | | | |
| Family Gold | C | 10% | \$66.00 | \$82.00 |
| Adult Gold | C | 10% | \$44.00 | \$52.00 |
| Infrastructure and Services | | | | |
| Asset Management | | | | |
| Special Charge Scheme | | | | |
| Contract Administration | C | 0 | 2.50% | 2.50% |
| Scheme Administration | C | 0 | 3.00% | 3.00% |
| Design Fee | | | | |
| In House | C | 0 | 10% | 10% |
| Other | C | 0 | At cost | At cost |
| Supervision of Sub-Division Works | | | | |
| (% of estimated cost of constructing works proposed) | S | 0 | 2.50% | 2.50% |
| Checking of Engineering Plans | S | 0 | 0.75% | 0.75% |
| Works on Roads (based on Fee Units) | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|-----------------------|-------|------------------------------------|------------------------------------|
| Local Road (speed at any time is greater than 50kph) | | | | |
| <i>Works on Roads (works other than minor works)</i> | | | | |
| Conducted on any part of the roadway, shoulder or pathway (45 units) | S | 0 | \$510.75 | \$526.05 |
| Not conducted on any part of the roadway, shoulder or pathway (25 units) | S | 0 | \$283.75 | \$292.25 |
| <i>Minor Works</i> | | | | |
| Conducted on any part of the roadway, shoulder or pathway (11.5 units) | S | 0 | \$130.50 | \$134.45 |
| Not conducted on any part of the roadway, shoulder or pathway (5 units) | S | 0 | \$56.75 | \$58.45 |
| Local Road (speed at any time is not more than 50 kph) | | | | |
| <i>Works on Roads (works other than minor works)</i> | | | | |
| Conducted on any part of the roadway, shoulder or pathway (20 units) | S | 0 | \$227.00 | \$233.80 |
| Not conducted on any part of the roadway, shoulder or pathway (5 units) | S | 0 | \$56.75 | \$58.45 |
| <i>Minor Works</i> | | | | |
| Conducted on any part of the roadway, shoulder or pathway (11.5 units) | S | 0 | \$130.50 | \$134.45 |
| Not conducted on any part of the roadway, shoulder or pathway (5 units) | S | 0 | \$56.75 | \$58.45 |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Other Permit Fees (GST Exempt) | | | | |
| Interfering with a drain under Council control | S | 0 | \$55-\$210 | \$55-\$210 |
| Conducting works which may damage road or drain | S | 0 | \$55-\$210 | \$55-\$210 |
| Occupying Council road | S | 0 | \$55-\$210 | \$55-\$210 |
| Erecting a hoarding over Council road | S | 0 | \$55-\$105 | \$55-\$105 |
| Using crane or travel tower on or over Council road | S | 0 | \$55 | \$55 |
| Operating bulldozer or like on Council road | S | 0 | \$105 | \$105 |
| Excavating Council road | S | 0 | \$30 | \$30 |
| Vehicle damaging road | S | 0 | \$55 plus actual damage | \$55 plus actual damage |
| Recreation Reserve Maintenance | | | | |
| Central Reserve | | | | |
| Youth & Recreation Centre | C | 10% | \$537 | \$553 |
| Colac Cricket Association | C | 10% | \$2,042 | \$2,103 |
| Colac Football Club | C | 10% | \$6,069 | \$6,251 |
| Colac Little Athletics | C | 10% | \$525 | \$541 |
| Eastern Reserve | | | | |
| Colac Cricket Club | C | 10% | \$1,097 | \$1,130 |
| Colac Netball Association | C | 10% | \$618 | \$637 |
| Colac Baseball League | C | 10% | \$1,097 | \$1,130 |
| Western Reserve | | | | |
| Colac Cricket Association | C | 10% | \$1,191 | \$1,227 |
| Imperials Football Club | C | 10% | \$4,959 | \$5,108 |
| Cricket Ground | | | | |
| Colac Cricket Association | C | 10% | \$490 | \$505 |
| Colac Umpires Association | C | 10% | \$630 | \$649 |
| Elliminyt Recreation Reserve | | | | |
| South Colac Sports Club | C | 10% | \$2,976 | \$6,035 |
| Elliminyt Tennis Club | C | 10% | \$409 | \$421 |
| All rentals subject to change as per terms and conditions of the relevant rental agreement. | | | | |
| All rentals subject to insurance surcharge calculated on advice from Council's insurer. | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|----------------------------------|-----------------------|-------|--|---------------------------------------|
| Saleyards | | | | |
| Weighed cattle | C | 10% | \$8.80 | \$8.80 |
| Stud cattle | C | 10% | \$14.30 | \$14.30 |
| All other cattle | C | 10% | \$8.80 | \$8.80 |
| Dairy cattle | C | 10% | \$8.80 | \$8.80 |
| Bulls flat rate | C | 10% | \$14.30 | \$14.30 |
| Bobby calves | C | 10% | \$3.30 | \$3.30 |
| All horses | C | 10% | \$13.20 | \$13.20 |
| Sheep and lambs | C | 10% | \$0.55 | \$0.55 |
| Pigs | C | 10% | \$1.10 | \$1.10 |
| Private weigh | C | 10% | \$4.40 | \$4.40 |
| Annual licence and rental | C | 10% | \$1,100 | \$1,100.00 |
| Agents weekly fee | C | 10% | \$154 | \$154.00 |
| Agents special sale | C | 10% | \$154 | \$154.00 |
| Cows and calves weigh fee | | | | |
| >5 animals | C | 10% | \$2.25 | \$2.25 |
| 2-4 animals | C | 10% | \$2.75 | \$2.75 |
| 1 animal | C | 10% | \$3.30 | \$3.30 |
| Waste Management | | | | |
| All Waste Reveal Sites | | | | |
| Putrescibles (inc mixed rubbish) | C | 10% | \$40 per m ³ min \$6.00 | \$42 per m ³ min \$6.50 |
| Inert waste only (municipal) | C | 10% | \$25 per m ³ min \$5.30 | \$26 per m ³ min \$5.50 |
| Inert waste (commercial) | C | 10% | \$34 per tonne | \$36 per tonne |
| Tree pruning's | C | 10% | \$13.50 per m ³ | \$14.20 per m ³ |
| Steel scrap | C | 10% | \$15.60 per m ³ | \$16.50 per m ³ |
| Car bodies | C | 10% | \$41.60 | \$43.70 |
| Waste oil | C | 10% | \$0.75 per litre | \$0.50 per litre |
| Chemical drums | C | 10% | \$0.75 each | \$0.80 each |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|-------------------------------|-----------------------|-------|------------------------------------|------------------------------------|
| Tyres | | | | |
| car | C | 10% | \$4.20 | \$4.40 |
| car on rim | C | 10% | \$5.20 | \$5.20 |
| dirty tyre | C | 10% | - | \$6.30 |
| truck | C | 10% | \$15.60 | \$16.00 |
| tractor up to 1m | C | 10% | - | \$70.00 |
| tractor 1 - 2m | C | 10% | - | \$125.00 |
| dirty tractor up to 1m | C | 10% | - | \$90.00 |
| dirty tractor 1 - 2m | C | 10% | - | \$190.00 |
| batteries | C | 10% | \$4.20 | \$4.20 |
| Waste disposal tickets | | | | |
| 25 tickets | C | 10% | \$62.50 | \$65.00 |
| 10 tickets | C | 10% | \$30 | \$32 |
| Fully co-mingled recyclables | C | 10% | \$19.70 per m ³ | \$10.00 per m ³ |
| COS compost | C | 10% | \$15.60 per m ³ | \$16.40 per m ³ |
| Silage Wrap – Loose | C | 10% | \$0.40 per kg | \$0.40 per kg |
| Silage Wrap – In Poly Bags | C | 10% | \$0.15 per kg | \$0.15 per kg |
| Silage Wrap – Pressed Bales | C | 10% | \$0.10 per kg | \$0.10 per kg |
| Mattresses | C | 10% | \$19.00 each | \$20.00 each |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|---|---|
| Sustainable Planning and Development | | | | |
| Animal Control | | | | |
| Registration | | | | |
| Dog registration – Full | C | 0 | \$90 | \$90 |
| Dog registration - Microchipped or Desexed | C | 0 | \$30 | \$30 |
| Dog registration – Microchipped and Desexed | C | 0 | \$15 | \$15 |
| Cat registration – Full | C | 0 | \$75 | \$75 |
| Cat registration - Microchipped or Desexed | C | 0 | \$25 | \$25 |
| Cat registration – Microchipped and Desexed | C | 0 | \$15 | \$15 |
| All other (refer Schedule 2 of Domestic, Feral & Nuisance Animal Act 1994) | C | 0 | \$30 | \$30 |
| Pensioner Discount | C | 0 | 50% | 50% |
| Animal registration charges subject to Council Review | | | | |
| Livestock | | | | |
| Pound Release Fees | | | | |
| Dogs/Cats | C | 0 | \$50 per animal plus \$10 per head per day | \$50 per animal plus \$10 per head per day |
| Cattle/Horses | C | 0 | \$60 plus \$10 per head per day | \$60 plus \$10 per head per day |
| Sheep/Pigs | C | 0 | \$30 plus \$6 per head per day | \$30 plus \$6 per head per day |
| All other | C | 0 | \$20 plus \$5 per head per day | \$20 plus \$5 per head per day |
| Plus cartage and labour where applicable. | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|-----------------------|-------|------------------------------------|------------------------------------|
| Building Control | | | | |
| Building Control Charges | | | | |
| Lodgement Fees | | | | |
| Class 1 & 10 | S | 0 | \$30 | \$30.75 |
| Other classes | S | 0 | \$30 | \$30.75 |
| Information Charges | | | | |
| Property information | S | 0 | \$41 | \$41 |
| Building plans, plan search | S | 10% | \$35 | \$35 |
| Plan copying A4 sheet | C | 10% | \$0.30 | \$0.30 |
| Plan copying A3 sheet | C | 10% | \$0.60 | \$0.60 |
| Other size sheets | C | 10% | \$3.50 | \$3.50 |
| Report and Consent Fees | | | | |
| Projections over street alignments (reg 513) | S | 0 | \$205 | \$205 |
| Building over easement (Reg 310) | S | 0 | \$205 | \$205 |
| Building over public facilities (Reg 515) | S | 0 | \$205 | \$205 |
| Siting variations/building regulations rescode items (regs 408, 421) | S | 0 | \$205 | \$205 |
| Other siting matters/rescode outbuilding items (Regs 4.2-4.30) | S | 0 | \$205 | \$205 |
| Precautions over the street/public protection (Reg 604(4)) | S | 0 | \$205 | \$205 |
| Land liable to flooding (Reg 802(3)) | S | 0 | \$205 | \$205 |
| Overland flood/flooding (Reg 806(1)) | S | 0 | \$205 | \$205 |
| Stormwater discharge (Reg 610(2)) | S | 0 | \$205 | \$205 |
| Demolition fee (S. 29A) | | | | |
| | S | 0 | \$51.25 | \$51.25 |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|--|--------------------------------|-------|------------------------------------|------------------------------------|
| Building Permit Fees | | | | |
| Domestic – Class 1a Dwellings and 10 Outbuildings (construction and demolition) | | | | |
| A recommended fee shall apply where the value of building work: | | | | |
| | does not exceed | | \$330 | \$330 |
| | does not exceed | | \$440 | \$462 |
| | does not exceed | | \$550 | \$576 |
| | does not exceed | | \$660 | \$693 |
| | does not exceed | | \$825 | \$858 |
| | does not exceed | | \$990 | \$1,034 |
| | does not exceed | | \$1,100 | \$1,155 |
| | does not exceed | | \$1,375 | \$1,430 |
| | does not exceed | | \$1,650 | \$1,727 |
| | does not exceed | | \$1,980 | \$2,079 |
| | does not exceed | | \$2,200 | \$2,310 |
| | does exceed \$300,000 | | \$2,750 + | \$2,915 + |
| | (additional fees charged where | | | |
| All other Classes of Occupancy 2-9 inclusive (Construction and/or Demolition) | | | | |
| A recommended fee shall apply where the value of building work: | | | | |
| | does not exceed | | \$330* | \$330* |
| | does not exceed | | \$495* | \$495* |
| | does not exceed | | \$735* | \$735* |
| | does not exceed | | \$990* | \$990* |
| | does not exceed | | \$1,540* | \$1,650* |
| | does not exceed | | \$2,200* | \$2,310* |
| | does not exceed | | \$3,300* | \$3,520* |
| | does not exceed | | 0.60% | 0.60% |
| | does not exceed | | 0.60% | 0.60% |
| | does not exceed | | 0.60% | 0.60% |
| | does not exceed | | 0.55% | 0.60% |
| | does not exceed | | 0.50% | 0.55% |
| | does not exceed | | 0.50% | 0.50% |
| | does not exceed | | 0.50% | 0.50% |
| | does exceed | | 0.40% | 0.40% |
| Statutory Charge on Building Permits | | | | |
| Building permit levy (cost of building over \$10,000) | | | Cost x 0.128% of works | Cost x 0.128% of works |
| Statutory Charge on Domestic Building Permits | | | | |
| Domestic Building Levy (HIH) (Cost of domestic works only over \$10,000) | | | Cost x 0.032% of works | Cost x 0.032% of works |
| * Council fees nominated apply except for exceptional cases where the fee will be negotiated with the Building Surveyor. | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|--|--|
| Fire Prevention | | | | |
| Infringement Fee – Burning of Offensive Material (2 penalty units) | S | 0 | \$225 | \$233.80 |
| Standpipe Water fee - per kilolitre | C | 10% | \$1.50 | \$3.00 |
| Local Laws | | | | |
| Local Law No 1 | | | | |
| Alcohol permit | C | 0 | \$50 | \$50 |
| Alcohol Infringement Fee (1 penalty unit) | S | 0 | \$113.40 | \$116.90 |
| Local Law No 2 | | | | |
| Vegetation | C | 0 | \$50 | \$50 |
| Signs (A Frame) | C | 0 | \$80 | - |
| Charitable Organisations | | | - | \$40 |
| Other | C | 0 | - | \$80 |
| Goods for Sale | C | 0 | \$45 for 1 st m ² then \$30 per m ² thereafter | \$40 per m ² |
| Tables and Chairs | C | 0 | \$55 for 1 st table and 4 chairs – then \$40 per unit thereafter | \$60 for 1 st table and 4 chairs – then \$15 per seat thereafter |
| Using Council Land | C | 0 | \$30 plus \$10 per week | \$30 plus \$10 per week |
| Street Party/Festival | C | 0 | \$100 | \$100 per event |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|--|--|
| Event | C | 0 | \$100 | - |
| Charitable Organisations | C | 0 | - | \$50 per event |
| Other | C | 0 | - | \$100 per event |
| Circus | C | 0 | \$50 | \$100 |
| Camping | C | 0 | \$50 | \$50 |
| Sport Event | C | 0 | \$50 | \$50 |
| Impoundment Fee | C | 0 | \$100 | \$100 |
| Abandoned or derelict vehicles | C | 0 | \$200 plus transport & storage | \$200 plus transport & storage |
| Public Protection (Hoarding Permit) | C | 0 | \$15 application fee plus \$5 per m ² | \$15 application fee plus \$5 per m ² |
| All Other Permits | C | 0 | \$60 | \$60 |
| Note: All fees subject to Council Review | | | | |
| | | | | |
| Parking | | | | |
| | | | | |
| Disabled Parking | | | | |
| replacement fee | C | 0 | \$5.00 | \$5.00 |
| All Day Parking Permit | C | 0 | \$12 per week | \$12 per week |
| Building Site on Street | | | | |
| parking space charge/permit | C | 0 | \$20 per week | \$30 per bay per week |
| Car Parking Fines | C | 0 | \$50 | \$50 |
| Car Parking Fines | S | 0 | \$42 to \$107 | \$68 to \$113 |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|-------|------------------------------------|------------------------------------|
| Planning Fees & Charges | | | | |
| (d) Other | | | | |
| Planning Certificates | S | 0 | \$16.80 | \$17.20 |
| Planning Certificates – Urgent | C | 0 | \$50 | \$50 |
| Certificate of Compliance | S | 0 | \$136 | \$139 |
| Satisfaction Matters | S | 0 | \$94 | \$96 |
| Property Enquiry | C | 10 | \$110 | \$115 |
| Advertising | | | | |
| advertising sign erected on site | C | 10% | - | \$50 |
| additional signs per site | C | 10% | - | \$20 per sign |
| advertising notice sent to individual property owners | C | 10% | - | \$3.50 per letter |
| Extension of time to planning permits | C | 10% | \$50 | \$55 |
| Application for Certification of subdivision under Subdivision Act | S | 0 | \$100 plus \$20 per lot | \$100 plus \$20 per lot |
| Application for Plan of Consolidation | S | 0 | \$100 | \$100 |
| Application for Rectification of Plan of Subdivision | S | 0 | \$100 | \$100 |
| Engineering Plan prepared by Council | C | 10% | 3.5% of value of works | 3.5% of value of works |
| Supervision of Works | C | 10% | 2.5% of value of | 2.5% of value of |
| Check Engineering Plans | C | 10% | 0.75% of value of works | 0.75% of value of works |
| | | | | |

| Service | Council/ Statutory | GST % | 2008/09 Fee Including GST | 2009/10 Fee Including GST |
|---|-----------------------|---------------------------|--|------------------------------------|
| Tourism | | | | |
| <u>Colac Visitor Information Centre</u> | | | | |
| Internet Charges | | | | |
| per hour | C | 10% | \$6 | \$6 |
| per half hour | C | 10% | \$3 | \$3 |
| per ¼ hour | C | 10% | \$2 | \$2 |
| Sale of Fishing Licences | | | | |
| % of Licence Fee | C | Inc. in commissio n | 6% | 6% |
| Licence | | | | |
| yearly | C | | \$22 | \$22 |
| monthly | C | | \$11 | \$11 |
| Bus Tour Service | | | | |
| 48 hours plus | C | 10% | \$6 | \$6 |
| | | | | |
| Booking Commission | C | 10% | 10% of booking + 10% commission | 4% commission |
| | | | | |
| Apollo Bay Harbour | | | | |
| Fixed Mooring (Annual) | C | 10% | \$1,330.00 | \$1,370.00 |
| Swing Mooring (Annual) | C | 10% | \$85.00 | \$88.00 |
| Itinerant Berth (Daily) | C | 10% | \$20.00 | \$21.00 |
| Swing Mooring Establishment | C | 10% | \$145.00 | \$149.00 |
| Marina Keys | C | 10% | \$15.00 | \$15.00 |

Other Harbour fees for 2009/2010

| Vessel Length | Slipping Fee Including GST | Storage Fee (Per Day) Including GST | Vessel Length | Slipping Fee Including GST | Storage Fee (Per Day) Including GST |
|----------------------|---------------------------------------|--|----------------------|---------------------------------------|--|
| 10 | \$141.60 | \$35.40 | 17.2 | \$379.60 | \$142.40 |
| 10.2 | \$147.30 | \$38.40 | 17.4 | \$387.40 | \$145.40 |
| 10.4 | \$153.00 | \$41.40 | 17.6 | \$395.10 | \$148.40 |
| 10.6 | \$158.60 | \$44.30 | 17.8 | \$402.90 | \$151.40 |
| 10.8 | \$164.30 | \$47.30 | 18 | \$410.80 | \$154.40 |
| 11 | \$170.00 | \$50.30 | 18.2 | \$420.70 | \$157.40 |
| 11.2 | \$175.60 | \$53.30 | 18.4 | \$430.50 | \$160.40 |
| 11.4 | \$181.30 | \$56.20 | 18.6 | \$440.40 | \$163.30 |
| 11.6 | \$186.90 | \$59.20 | 18.8 | \$450.40 | \$166.20 |
| 11.8 | \$192.60 | \$62.20 | 19 | \$460.30 | \$169.20 |
| 12 | \$198.30 | \$65.20 | 19.2 | \$470.20 | \$172.20 |
| 12.2 | \$203.90 | \$68.10 | 19.4 | \$480.10 | \$175.20 |
| 12.4 | \$209.60 | \$71.10 | 19.6 | \$490.10 | \$178.20 |
| 12.6 | \$215.27 | \$74.10 | 19.8 | \$500.00 | \$181.20 |
| 12.8 | \$220.90 | \$77.00 | 20 | \$509.90 | \$184.20 |
| 13 | \$226.60 | \$80.00 | 20.2 | \$519.70 | \$187.00 |
| 13.2 | \$232.30 | \$83.00 | 20.4 | \$529.70 | \$190.00 |
| 13.4 | \$237.90 | \$86.00 | 20.6 | \$539.60 | \$193.00 |
| 13.6 | \$243.60 | \$89.00 | 20.8 | \$549.50 | \$196.00 |
| 13.8 | \$249.30 | \$91.90 | 21 | \$559.40 | \$199.00 |
| 14 | \$254.90 | \$94.90 | 21.2 | \$569.40 | \$202.00 |
| 14.2 | \$262.80 | \$97.90 | 21.4 | \$579.30 | \$205.00 |
| 14.4 | \$270.50 | \$100.80 | 21.6 | \$589.20 | \$208.00 |
| 14.6 | \$278.30 | \$103.80 | 21.8 | \$599.00 | \$210.80 |
| 14.8 | \$286.10 | \$106.80 | 22 | \$609.00 | \$213.80 |
| 15 | \$293.90 | \$109.80 | 22.2 | \$618.90 | \$216.80 |
| 15.2 | \$301.70 | \$112.80 | 22.4 | \$628.80 | \$219.80 |
| 15.4 | \$309.40 | \$115.70 | 22.6 | \$638.70 | \$222.80 |
| 15.6 | \$317.20 | \$118.70 | 22.8 | \$648.70 | \$225.80 |
| 15.8 | \$325.10 | \$121.60 | 23 | \$658.60 | \$228.80 |
| 16 | \$332.80 | \$124.60 | 23.2 | \$668.50 | \$231.80 |
| 16.2 | \$340.60 | \$127.60 | 23.4 | \$678.40 | \$234.60 |
| 16.4 | \$348.40 | \$130.60 | 23.6 | \$688.30 | \$237.60 |
| 16.6 | \$356.20 | \$133.60 | 23.8 | \$698.20 | \$240.60 |
| 16.8 | \$364.00 | \$136.60 | 24 | \$708.10 | \$243.60 |
| 17 | \$371.70 | \$139.50 | | | |

COPACC

| All Fees are inclusive of GST | | | | | | | |
|---|-------------------------------------|--|---------------|---|------------------------------|---|---------------------------|
| AREA | EVENT/RATE | SPECIAL FUNCTION, including Commercial Special Function refers to a disco, cabaret, ball, business function, dinner dance or wedding. | | COMMUNITY GROUPS, from COLAC OTWAY Refers to organisations and recreation clubs which are not for-profit. | | CHARITABLE ORGANISATIONS Are organisations which have charitable tax deductible status and provide a public benefit. | |
| | | 2008/2009 | 2009/2010 | 2008/2009 | 2009/2010 | 2008/2009 | 2009/2010 |
| ENTIRE VENUE HIRE <i>(EXCLUDING Theatre and Cinema)</i> | 14 Hour Hire | \$1,890 | \$1,890 | \$1,630 | \$1,630 | \$1,320 | \$1,500 |
| | 8 Hour Hire | \$1,080 | \$1,080 | \$930 | \$930 | \$750 | \$857 |
| | 4 Hour Hire | \$430 | \$430 | \$355 | \$355 | \$270 | \$429 |
| | Hourly Rate | \$160 | \$160 | \$125 | \$125 | \$95 | \$107 |
| CIVIC HALL | 14 Hour Hire | \$850 | \$850 | \$720 | \$720 | \$560 | \$650 |
| | 8 Hour Hire | \$485 | \$485 | \$410 | \$410 | \$320 | \$375 |
| | 4 Hour Hire | \$350 | \$350 | \$325 | \$325 | \$270 | \$270 |
| | Hourly Rate | \$70 | \$70 | \$50 | \$50 | \$45 | \$45 |
| CIVIC HALL Add On Rooms <i>Hourly Rate</i> | Kitchen | \$30 | \$30 | \$25 | \$25 | \$20 | \$20 |
| | Meeting Room 1 | \$25 | \$25 | \$20 | \$20 | \$15 | \$15 |
| | Meeting Room 1&2 | \$35 | \$35 | \$30 | \$30 | \$25 | \$25 |
| MEETING ROOM/S <i>Hourly Rate</i> | SINGLE ROOM (Between 8:30 & 5pm) | \$30 per hr DAY | \$30 per hr | \$25 per hr DAY | \$25 per hr | \$20 per hr DAY | \$20 per hr |
| | DOUBLE ROOM (Between 8:30 & 5pm) | \$45 per hr DAY | \$45 per hr | \$40 per hr DAY | \$40 per hr | \$35 per hr DAY | \$35 per hr |
| | SINGLE ROOM (After hours) | \$50 per hr EVENING | \$50 per hour | \$45 per hr EVENING | \$45 per hour from 5:30pm | \$40 per hr EVENING | \$40 per hour from 5pm |
| | DOUBLE ROOM (After hours) | \$65 per hr EVENING | \$65 per hour | \$60 per hr EVENING | \$55 per hour | \$55 per hr EVENING | \$45 per hour |
| KITCHEN <i>Hourly Rate</i> | Between 8:30 & 5pm | \$30per hr | \$30per hr | \$20 per hr | \$20 per hr | \$15 per hr | \$15 per hr |
| | After hours | \$55per hr | \$55per hr | \$45 per hr | \$45 per hr | \$40 per hr | \$40 per hr |
| GREEN ROOM | Hourly Rate | \$20 per hr | \$25 per hr | \$15 per hr | \$20 per hr | \$15 per hr | \$15 per hr |
| | After hours | \$40per hr | \$40per hr | \$35 per hr | \$35 per hr | \$35 per hr | \$35 per hr |
| REHEARSAL ROOM | Between 8.30 & 5PM | \$30 per hour | \$30 per hour | \$25 per hour | \$25 per hour | \$20 per hr | \$20 per hr |
| | After hours | \$50 per hour | \$50 per hour | \$45 per hour | \$45 per hour | \$40 per hr | \$40 per hr |
| PUBLIC GALLERY <i>Hourly Rate For Meeting and Conventions</i> | Between 8:30 & 5pm | \$40 per hr | \$40 per hr | \$30 per hr | \$30 per hr | \$25 per hr | \$25 per hr |
| | After hours | \$65 per hr | \$45 per hr | \$60 per hr | \$45 per hr | \$55 per hr | \$40 per hr |
| BOND | | \$500-\$700 | \$500-\$700 | \$500-\$700 | \$500-\$700 | \$200-\$500 | \$200-\$500 |
| DEPOSIT | | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| ROLL OVER | Evening Prior | \$100 | \$100 | \$70 | \$70 | \$50 | \$50 |
| | All Day Prior | \$150 | \$150 | \$120 | \$120 | \$100 | \$100 |

All hire rates include one duty supervisor

Other labour charges will apply if hirers require additional function support ie. seminars or conferences.

COPACC can provide normal tea, coffee and biscuits for external functions at a cost of \$3.50 per person.

Cost of hire includes all table & chair set up, water and glasses, whiteboard. Other additional audio equipment will be charged.

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Please Note: Prices listed above are subject to change at any time by Colac Otway Shire.

[For information as to current rates, please view the Colac Otway web site link www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

| AREA | EVENT/RATE | COMMERCIAL HIRE | | COMMUNITY GROUPS, CHARITY, SCHOOLS & COUNCIL from COLAC OTWAY Refers to organisations and recreation clubs which are Not-for-profit. | |
|--|-------------------------------------|---------------------------------|----------------------------------|---|----------------------------------|
| | | 2008/2009 | 2009/2010 | 2008/2009 | 2009/2010 |
| AUDITORIUM 1 | | | | | |
| <i>This rate includes one technician. There are additional charges for labour, ushers, lighting, booking fee, credit card charges and cleaning. Hiring of the venue during Colac Cinema's lease time are subject to an additional fee levied by the cinema) Min Hire 4 hours</i> | 12 Hour Hire - 11:30am – 11:30pm | \$1,060 | \$1,200 | \$800 | \$1,000 |
| | 8 Hour Hire | \$740 | \$1,000 | \$540 | \$800 |
| | - 4 Hour hire | \$420 | \$800 | \$280 | \$600 |
| | HOURLY RATE | - | \$150 | - | \$100 |
| | ADMIN FEE | \$130 | \$130 | \$75 | \$75 |
| | Hourly Penalty | \$280 | \$280 | \$280 | \$280 |
| LABOUR CHARGES <i>Hourly Rate</i> | Technical staff | \$45 per hr | \$45 per hour | \$45 per hr | \$45 per hour |
| CINEMA/BOX OFFICE CHARGES | - Front of House/Ushers | \$225 min (1-100 patrons) | \$225 min (1-100 patrons) | \$225 min (1-100 patrons) | \$225 min (1-100 patrons) |
| | - Ticketing | \$2.50 per ticket | \$2.75 per ticket | \$2.50 per ticket | \$1.38 per ticket |
| | - Credit Card Charges | 4% on sales | 4% on sales | 4% on sales | 4% on sales |
| | - Extra Cleaning | \$32 per hr | \$32 per hr | \$32 per hr | \$32 per hr |
| OTHER CHARGES | - Grand Piano | \$100.00 per session | \$100.00 per session | \$50.00 per session | \$50.00 per session |
| | - Piano Tuning | \$135 (if required) | \$200 (if required) | \$135 (if required) | \$200 (if required) |
| | - Standard Lighting | \$75 per performance (pro rata) | <i>Now covered in venue hire</i> | \$75 per performance | <i>Now covered in venue hire</i> |
| | Cleaning | - | \$75 | - | \$75 |

Public Gallery Exhibition & Display Hire Charges (new charges)

| | Commercial / Business | Professional Artist | Community Artist |
|-------------------|-----------------------|-------------------------------|------------------|
| Wall Display Only | \$100 per day | \$20 per day + 10% commission | 10% commission |
| Wall & Floor | \$150 per day | \$25 per day + 10% Commission | 10% commission |
| Floor only | \$100 per day | \$20 per day + 10% commission | 10% commission |

2009/2010 User Fees and Charges

(a) Planning Permit Fees – Set by Statute

Fees for 2009/2010 are reflective of the current legislative fees schedule. These are expected to increase during the course of the year.

| Class | Type of Permit Application | 2009/2010 Fee (GST Exempt) |
|--|--|----------------------------|
| 1 | Use only | \$473 |
| To develop land or to use and develop land for a single dwelling per lot or to undertake development ancillary to the use of the land for a single dwelling per lot if the estimated cost of development included in the application is: | | |
| 2 | Single dwelling (\$10,000-\$100,000) | \$225 |
| 3 | Single dwelling (More than \$100,000) | \$462 |
| To develop land (other than for a single dwelling per lot) if the estimated cost of development included in the application is: | | |
| 4 | Other developments (\$10,000 or less) | \$96 |
| 5 | Other developments (\$10,001-\$250,000) | \$569 |
| 6 | Other developments (\$250,001-\$500,000) | \$666 |
| 7 | Other developments ((\$500,001-\$1 million) | \$768 |
| 8 | Other developments (\$1,000,001-\$7 million) | \$1,086 |
| 9 | Other developments (\$7,000,001-\$10 million) | \$4,559 |
| 10 | Other developments (\$10,000,001-\$50 million) | \$7,601 |
| 11 | Other developments (more than \$50,000,000) | \$15,204 |
| 12 | To subdivide an existing building | \$364 |
| 13 | To subdivide land into two lots | \$364 |
| 14 | To effect a realignment of a common boundary between lots or to consolidate two or more lots | \$364 |
| 15 | All other subdivisions | \$736 |
| 16 | An application to remove a restriction (within the meaning of the Subdivision Act 1988) in the circumstances described in Section 47(2) of the Planning and Environment Act 1987 | \$235 |
| 17 | An application to create, vary or remove a restriction within the meaning of the Subdivision Act 1988 or to create or remove a right-of-way. | \$510 |
| 18 | To create, vary or remove an easement other than a right of way, or to vary or remove a condition in the nature of an easement other than a right of way in a Crown. | \$381 |

(b) Amendments to Permits – Set by Statute

| Class | Type of amendment | 2009/2010 Fee (GST Exempt) |
|-------|--|----------------------------|
| 1 | Change of use only | \$96 |
| 2 | To amend a permit other than a single dwelling | \$473 |
| 3 | Single dwelling (\$10,000-\$100,000) | \$225 |
| 4 | Single dwelling (more than \$100,000) | \$462 |
| 5 | Other developments (\$10,000 or less) | \$96 |
| 6 | Other developments (\$10,000-\$250,000) | \$569 |
| 7 | Other developments (\$250,000-\$500,000) | \$666 |
| 8 | Other developments (\$500,000-\$1million) | \$768 |
| 9 | Other amendments | \$364 |

(c) Planning Scheme Amendment Fees – Set by Statute

| Class | Type of Permit Application | 2009/2010 Fee (GST Exempt) |
|-------|---|----------------------------|
| i. | Considering a request for an Amendment | \$752 |
| ii. | Independent panel (considering submissions which seek a change to an Amendment) | \$752 |
| iii. | Adoption of Amendment by Responsible Authority | \$494 |
| iv. | Consideration of a request to approve an Amendment (by the Minister for Planning) | \$752 |

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CONSENT CALENDAR**OFFICERS' REPORT**

D = Discussion

W = Withdrawal

| ITEM | D | W |
|---|---|---|
| <p><u>INFRASTRUCTURE</u></p> <p><u>OM092207-7 ROAD SAFETY STRATEGY</u></p> <p>Department: Infrastructure and Services</p> <p><u>Recommendation(s)</u></p> <p><i>That Council resolve that the Corangamite and Colac Otway Road Safety Strategy be adopted and the actions contained therein be included in the 10 Year Capital Works and Major Projects Program.</i></p> | | |
| <p><u>OM092207-8 WASTE DROP OFF FACILITIES – CONTRACT 0908</u></p> <p>Department: Infrastructure and Services</p> <p><u>Recommendation(s)</u></p> <p><i>That Council:</i></p> <ol style="list-style-type: none"> <i>1. Awards the tender for Contract NO. 0908 - Waste Drop Off Facilities Service to R & J Spence for the tendered price of forty-two thousand two hundred and ten dollars (\$42,210), (ex GST).</i> <i>2. Delegates to the Chief Executive Officer authority to sign and place under council Seal the Contract documents following the awarding of Contract No 0908.</i> | | |
| <p><u>OM092207-9 SPECIAL CHARGE SCHEME - ELLIMINYT NATURAL GAS</u></p> <p>Department: Infrastructure and Services</p> <p><u>Recommendation(s)</u></p> <p><i>Council in accordance with sections 163(1A) and (1B) of the Local Government Act 1989 (Act) give notice of the declaration to vary a special rate scheme for the</i></p> | | |

construction of a reticulated natural gas network within the Elliminyt area, based on one benefit unit equating to \$1,159.18 per unit.

The declaration will vary the scheme by including additional lots in the scheme arising from the subdivision of land within the scheme boundaries so that the land affected by the scheme are those listed in paragraph (a).

(a) the following be declared as the land in relation to which the special charge is so declared;

| | |
|--------------------------|--|
| 1 Banksia Drive | Lot 15 PS316697u |
| 2 Banksia Drive | Lot 41 PS316697u |
| 3 Banksia Drive | Lot 16 PS316697u |
| 4 Banksia Drive | Lot 42 PS316697u |
| 5 Banksia Drive | Lot 17 PS316697u |
| 7 Banksia Drive | Lot 18 PS316697u |
| 9 Banksia Drive | Lot 19 PS316697u |
| 1 Harris Road | C/A 53 Section D |
| 3 Harris Road | Lot 10 PS520883 |
| 3a Harris Road | Lots 5 & 6 PS520883 |
| 5 Harris Road | Lot 9 PS520883 |
| 9 Harris Road | CP370264 |
| 11 Harris Road | Lot 4 PS520883 |
| 12 Harris Road | Lot 1 LP316697u C/P Pt.49 |
| 13 Harris Road | Lot 3 PS520883 |
| 15 Harris Road | Lot 2 PS520883 |
| 17 Harris Road | Lot 1 PS520883 |
| 18 Harris Road | Lot 12 PS316697u |
| 19-21 Harris Road | C/A 51 51a Section D |
| 20 Harris Road | Lot 1 LP97318 C/A Pt.49 |
| 22 Harris Road | Lot 13 PS316697u |
| 23 Harris Road | Lot 4 LP306778b |
| 24 Harris Road | Lot 14 LP316697u |
| 25 Harris Road | PS306678 |
| 26 Harris Road | Lot 24 LP316697u |
| 27 Harris Road | Lot 5 PS306778b |
| 28 Harris Road | Lot 25 PS316697u |
| 29 Harris Road | Lot 1 PS528464 |
| 30 Harris Road | Lot 26 PS316697u |
| 31 Harris Road | Lot 1 LP64200 C/A Pt.25 Section D |
| 32 Harris Road | CP362934I |
| 34 Harris Road | Lot 29 PS316697u |
| 36 Harris Road | Lot 30 PS316697u |
| 38 Harris Road | Lot 31 PS316697u |
| 40 Harris Road | Lot 32 PS316697u |
| 41 Harris Road | Lot 9 LP40962 C/A Pt.30 Section C |
| 43 Harris Road | Lot 8 LP40962 C/A Pt.30 Section C |
| 45 Harris Road | Lot 7 LP40962 C/A Pt.30 Section C |
| 47 Harris Road | Lot 6 LP40962 C/A Pt.30 Section C |
| 49 Harris Road | Lot 5 LP40962 C/A Pt.30 Section C |
| 50 Harris Road | Lots |
| 51-53 Harris Road | Lots 3 & 4 LP40962 C/A Pt.29 |
| Section C | |
| 55 Harris Road | Lot 2 LP40962 |
| 56 Harris Road | Lot 6 LP11661 C/A Pt.48 |
| 57 Harris Road | Lot 1 LP40962 C/A Pt.29 Section C |
| 58 Harris Road | Lot 2 LP97687 C/A Pt.48 |

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|-------------------------|---|--|
| 59 Harris Road | Lot 2 LP89903 C/A Pt.28 Section C | |
| 60 Harris Road | Lot 1 LP97687 C/A Pt.48 | |
| 61 Harris Road | Lot 1 LP13067 C/A Pt.28 Section C | |
| 61a Harris Road | Lot 2 LP130367 | |
| 62 Harris Road | Lot 2 PS612858 | |
| 63 Harris Road | Lot 2 LP93572 C/A Pt.28 Section C | |
| 64 Harris Road | Lot 1 PS612858 | |
| 65 Harris Road | Lot 1 LP93572 C/A Pt.28 Section C | |
| 66 Harris Road | Lot 8 LP51197 C/A Pt.48 | |
| 67 Harris Road | Lot 18 LP131993 | |
| 68 Harris Road | Lot 7 LP51197 C/A Pt.48 | |
| 69 Harris Road | Lot 19 LP131993 | |
| 70 Harris Road | Lot 6 LP51197 | |
| 71 Harris Road | Lot 20 LP131993 | |
| 72 Harris Road | Lot 5 LP51197 C/A Pt.48 | |
| 73 Harris Road | Lot 1 LP327838r | |
| 74 Harris Road | Lot 4 LP51197 C/A Pt.48 | |
| 76 Harris Road | Lot 3 LP51197 | |
| 77 Harris Road | Lot 3 LP24166 C/A Pt.45 Section B | |
| 78 Harris Road | Lot 9 LP51197 C/A Pt.48 | |
| 79 Harris Road | Lot 2 LP24166 C/A Pt.45 Section B | |
| 80 Harris Road | Lot 2 LP51197 C/A Pt.48 | |
| 81 Harris Road | Lot 2 LP71955 C/A Pt.45 Section B | |
| 82 Harris Road | Lot 1 LP51197 C/A Pt.48 | |
| 83 Harris Road | Lot 1 LP305877e C/A Pt.45 Section | |
| B | | |
| 84 Harris Road | Lot 4 LP117616 C/A Pt.48 | |
| 85 Harris Road | Lot 2 PS328372h | |
| 86 Harris Road | CP153488 | |
| 87 Harris Road | Lot 2 LP116399 | |
| 90 Harris Road | Lot 1 LP117616 C/A Pt.48 | |
| 91 Harris Road | Lots 1 & 6 LP83951 | |
| 92 Harris Road | Lot 1 LP134184 & Lot 5 | |
| PS403926w | | |
| 93 Harris Road | Lot 2 LP201539 C/A Pt.47 Section | |
| B | | |
| 93a Harris Road | Lot 1 LP201539 C/A Pt.47 Section | |
| B | | |
| 94 Harris Road | Lots 3 & 4 PS403926 | |
| 95 Harris Road | Lot 1 LP135971 C/A Pt.47 Section | |
| B | | |
| 97 Harris Road | Lot 2 LP65490 C/A Pt.48 Section B | |
| 99 Harris Road | Lot 1 LP65490 C/A Pt.48 Section B | |
| 101 Harris Road | Lot 2 LP129562 C/A Pt.49 Section | |
| B | | |
| 101a Harris Road | Lot 2 PS304699 | |
| 102 Harris Road | Lots 1 & 2 PS403926w | |
| 103 Harris Road | Lot 1 LP304699 C/A Pt.49 Section | |
| B | | |
| 104 Harris Road | CP160630 | |
| 105 Harris Road | Lots 1 & Pt.3 LP151778 C/A Pt.51 | |
| Section B | | |
| 107 Harris Road | Lot 1 Tp678155 | |
| 109 Harris Road | Lot 1 LP75303 | |
| 111 Harris Road | Lot 1 LP78182 Section B | |
| 113 Harris Road | Lot 2 LP78182 | |
| 115 Harris Road | Lot 3 LP78182 Section B | |
| 117 Harris Road | Lot 9 PS118720 | |
| 119 Harris Road | Lot 8 LP118720 | |
| 121 Harris Road | Lot 7 LP118720 Section B | |

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| 123 Harris Road | Lot 6 LP118720 | | |
| 125-127 Harris Road | LP118720 | | |
| 122 Aireys Street | C/A 34 Section C | | |
| 128 Aireys Street | C/A 33 Section C | | |
| 129 Aireys Street | C/A 10 Section C | | |
| 132 Aireys Street | C/A 32 Section C | | |
| 133 Aireys Street | C/A 9 Section C | | |
| 134-136 Aireys Street Section C | C/A 21 22 Pt.40 Pt.40a Pt.41 | | |
| 135 Aireys Street | C/A 8 Section C | | |
| 138 Aireys Street | Lots 4 & 9 LP22161 C/A 20 & Pt.19 | | |
| 139 Aireys Street | C/A 7 Section C | | |
| 142 Aireys Street | Lot 8 LP31392 C/A Pt.19 Section C | | |
| 144 Aireys Street | Lot 7 LP31392 C/A Pt.19 Section C | | |
| 146 Aireys Street | Lot 6 LP31392 | | |
| 148 Aireys Street | Lot 5 LP31392 C/A Pt.19 Section C | | |
| 150 Aireys Street | Lot 4 LP31392 | | |
| 152 Aireys Street | Lot 4 LP34603 | | |
| 154 Aireys Street | Lot 5 LP34603 | | |
| 155 Aireys Street | Lot 3 PS523193 | | |
| 156 Aireys Street | Lot 6 LP34603 | | |
| 158 Aireys Street | Lot 7 LP34603 | | |
| 159 Aireys Street | Lot 2 PS523193 | | |
| 160 Aireys Street | Lot 8 LP34603 | | |
| 162 Aireys Street | Lot 9 LP34603 | | |
| 164 Aireys Street | Lot 10 LP34603 | | |
| 166 Aireys Street | Lot 11 LP34603 | | |
| 167 Aireys Street | Lot 1 PS523193 | | |
| 168 Aireys Street | Lot 12 LP34603 | | |
| 177 Aireys Street | Lot 2 PS436934m | | |
| 179 Aireys Street | Lot 3 PS540212 | | |
| 213 Aireys Street | C/A 6 Section A | | |
| 214 Aireys Street | C/A 33 Section A | | |
| 198-202 Armstrong Street | Lots 8 9 10 LP76726 | | |
| 199 Armstrong Street | C/A 12 Section A | | |
| 204 Armstrong Street A | Lot 11 LP76726 C/A Pt.10 Section A | | |
| 205 Armstrong Street | C/A 13 Section A | | |
| 206 Armstrong Street | Lot 1 Tp533009v | | |
| 211 Armstrong Street | C/A 14 Section A | | |
| 214 Armstrong Street | C/A Pt. 8 Section A | | |
| 216 Armstrong Street | C/A 7 Section A | | |
| 217 Armstrong Street | C/A 15 Section A | | |
| 223 Armstrong Street | C/A Pt.16 Section A | | |
| 235 Armstrong Street | C/A 17 Section A | | |
| 241 Armstrong Street | C/A Pt.2 Pt.3 Section H CP159037 | | |
| 244 Armstrong Street | C/A 34 Section A | | |
| 249 Armstrong Street | CP159036t C/A Pt.4 Section H | | |
| 250 Armstrong Street | C/A 35 Section A | | |
| 257 Armstrong Street | C/A Pt.7 Section H | | |
| 263 Armstrong Street | CP159035 & C/A Pt.8 Section H | | |
| 122 Main Street | C/A 6 Section C | | |
| 135-137 Main Street | Lot 1 PS139828 & R1 PS139828 | | |
| 140 Main Street | Lot 1 LP31392 C/A Pt.19 Section C | | |
| 141 Main Street | Lot 1 Tp100843 (Lot 1 LP34603) | | |
| 1/142-144 Main Street | Lot 1 LP306772 (Unit 1) | | |
| 2/142-144 Main Street | Lot 2 LP306772 (Unit 2) | | |
| 3/142-144 Main Street | Lot 3 LP306772 (Unit 3) | | |
| 4/142-144 Main Street | Lot 4 LP306772 (Unit 4) | | |
| 5/142-144 Main Street | Lot 5 LP306772 (Unit 5) | | |

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| 143 Main Street | Lot 2 LP34603 | |
| 145 Main Street | Lot 3 LP34603 | |
| 146 Main Street | Lot 2 LP203168u | |
| 1/147 Main Street | Lots 1 & S2 LP306773 | |
| 2/147 Main Street | Lot 2 LP306773 | |
| 3/147 Main Street | Lot 3 LP306773 | |
| 4/147 Main Street | Lot 4 LP306773 | |
| 148 Main Street | Lot 1 LP203168u | |
| 149 Main Street | Lot 2 LP136376 | |
| 150 Main Street | C/A Pt.19 Section C | |
| 152 Main Street | Lot 1 LP22161 C/A Pt.19a Section C | |
| 153 Main Street | Tp457876 (CP169405) | |
| 154 Main Street | Lot 2 LP22161 | |
| 155 Main Street | Lot 2 LP86874 C/A Pt.24 & 25 | |
| Section B | | |
| 156 Main Street | Lot 3 LP22161 C/A Pt.19a Section C | |
| 157 Main Street | Lot 3 LP86874 Section B | |
| 159 Main Street | Lot 4 LP86874 | |
| 161 Main Street | Lot 5 LP86874 Section B | |
| 160 Main Street | Lot 5 LP22161 | |
| 163 Main Street | Lot 6 LP86874 Section B | |
| 1/163a Main Street | Unit 1 Rp7541 | |
| 2/163a Main Street | Unit 2 Rp7541 | |
| 3/163a Main Street | Unit 3 Rp7541 | |
| 164 Main Street | Lot 1 TP139236G | |
| 166 Main Street | Lot 7 LP22161 C/A Pt.19a Section C | |
| 167 Main Street | Lots 1 & 2 PS609917 | |
| 168 Main Street | C/A Pt.42 Section C | |
| 169 Main Street | Lot 7 & Pt.8 LP42112 C/A Pt.28 | |
| Section B | | |
| 170 Main Street | C/A Pt.42 Section C & Lot 8 | |
| LP22161 | | |
| 171 Main Street | Lot Pt.8 LP42112 C/A Pt.28 | |
| Section B | | |
| 173 Main Street | Lot 9 LP42112 C/A Pt.28 Section B | |
| 175 Main Street | Lot 10 LP42112 C/A Pt.28 Section B | |
| 177 Main Street | Lot 1 Tp408511 (C/A Pt.29 Section B) | |
| 179 Main Street | C/A Pt.29 Section B | |
| 181 Main Street | C/A Pt.29 Section B | |
| 182 Main Street | Lot Pt.6 LP2522 C/A Pt.43 Section C | |
| 183 Main Street | C/A Pt.29 Section B | |
| 185 Main Street | Lots 1 & 2 LP145192 C/A Pt.30 | |
| Section B | | |
| 186 Main Street | Lot Pt.4 LP2522 C/A Pt.43 Section C | |
| 187 Main Street | Lot 1 LP145192 C/A Pt.30 Section B | |
| 188 Main Street | Lot 3 LP2522 C/A Pt.43 Section C | |
| 189 Main Street | C/A Pt.30 Section B | |
| 190 Main Street | Lot 2 LP2522 C/A Pt.43 Section C | |
| 1/191 Main Street | Units 5 & 8 Sp029416d | |
| 2/191 Main Street | Units 1 & 4 Sp029416d | |
| 3/191 Main Street | Units 9 & 10 Sp029416d | |
| 192 Main Street | Lot 1 LP2522 C/A Pt.43 Section C | |

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|----------------------------------|-----------------------------------|--|
| 193 Main Street | Lot 2 LP42111 | |
| 194 Main Street | Lot 1 LP13192 | |
| 195 Main Street | Lot 3 LP42111 | |
| 196 Main Street | Lot 2 LP131992 | |
| 198 Main Street | Lot 3 LP131992 | |
| 200 Main Street | Lot 4 LP131992 | |
| 204 Main Street | Lot 6 LP131992 (Joiner Park) | |
| 206 Main Street | Lot 30 LP131994 | |
| 208 Main Street | Lot 29 LP131994 | |
| 235 Main Street Reserve | South Colac Football Recreation | |
| 2 Irrewillipe Road | Lot 6 LP42112 C/A Pt.28 Section B | |
| 4 Irrewillipe Road | Lot 5 LP42112 | |
| 5 Irrewillipe Road | Lot 3 PS513223 | |
| 6 Irrewillipe Road | Lot 4 LP42112 C/A Pt.28 Section B | |
| 7 Irrewillipe Road | Lot 2 PS513223 | |
| 8 Irrewillipe Road LP42112) | C/A Pt.28a Section B (Lot 3 | |
| 9-11 Irrewillipe Road | Lot 1 PS513223u | |
| 10 Irrewillipe Road | Lot 2 LP42112 C/A Pt.28 Section B | |
| 12 Irrewillipe Road | Lot 1 LP42112 C/A Pt.28 Section B | |
| 14-16 Irrewillipe Road Section B | Lots 2 & 3 LP51773 C/A Pt.32 | |
| 15 Irrewillipe Road | Lot 1 PS309192 | |
| 17 Irrewillipe Road | Lot 2 PS449041g | |
| 18-20 Irrewillipe Road | Lot 1 LP51773 C/A Pt.32 Section B | |
| 19 Irrewillipe Road | Lot 1 PS449041g | |
| 21 Irrewillipe Road | Lot 1 LP305870u | |
| 22 Irrewillipe Road | C/A 33 Section B | |
| 25 Irrewillipe Road | Lot 5 PS531145 | |
| 30 Irrewillipe Road | Lot 1 C/A Pt.34 Section B | |
| 31 Irrewillipe Road | Lot 4 PS531145 | |
| 32 Irrewillipe Road | Lot 8 LP81873 Section B | |
| 34-36 Irrewillipe Road | CP151976 | |
| 37 Irrewillipe Road | Lot 3 PS531145I | |
| 38 Irrewillipe Road | Lot 5 LP81873 | |
| 40 Irrewillipe Road | Lot 4 LP81873 Section B | |
| 42 Irrewillipe Road | Lot 3 LP81873 Section B | |
| 43 Irrewillipe Road | Lot 2 PS5311451 | |
| 43a Irrewillipe Road | Lot 2 PS548437 | |
| 44 Irrewillipe Road | Lot 2 LP81873 Section B | |
| 45 Irrewillipe Road | Lot 1 PS536605 | |
| 46 Irrewillipe Road | Lot 1 LP81873 Section B | |
| 48 Irrewillipe Road | Lot 1 PS501660n | |
| 55 Irrewillipe Road | Lot 2 PS538350 | |
| 59 Irrewillipe Road | Lot 1 PS538350 | |
| 60 Irrewillipe Road | Lot 2 PS501660n | |
| 61 Irrewillipe Road | C/A 36 & 36a Section A | |
| 260 Queen Street | Lot 13 Tp564464 | |
| 262 Queen Street | C/A 14 Section D | |
| 265 Queen Street | C/A 35 Section C | |
| 275 Queen Street | C/A 36 37 Section C | |
| 280 Queen Street Section D | C/A 14a 14b 15 15a 16a 16b | |
| 365 Queen Street | Lot 1 PS448302k | |
| 366 Queen Street | C/A 18 18a Section D | |
| 371 Queen Street | Lot 2 PS448302k | |
| 374 Queen Street | Lot 1 LP98619 C/A Pt.21 Section D | |
| 378 Queen Street | Lot 2 LP34784 C/A Pt.31 Section D | |
| 1/379 Queen Street | Unit 1 Rp9366 | |

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|---------------------------|---|--|
| 2/379 Queen Street | Unit 2 Rp9366 | |
| 3/379 Queen Street | Unit 3 Rp9366 | |
| 4/379 Queen Street | Unit 4 Rp9366 | |
| 5/379 Queen Street | Unit 5 Rp9366 | |
| 6/379 Queen Street | Unit 6 Rp9366 | |
| 7/379 Queen Street | Unit 7 Rp9366 | |
| 8/379 Queen Street | Unit 8 Rp9366 | |
| 382 Queen Street | Lot 3 LP34784 C/A Pt.31 Section D | |
| 383 Queen Street | Lots 3 4 LP85451 CP161686 | |
| Section C | | |
| 384 Queen Street | Lot 4 LP34784 C/A Pt.31 Section D | |
| 386 Queen Street | Lot 5 LP34784 C/A Pt.31 Section D | |
| 387 Queen Street | Lot 5 LP85451 | |
| 388 Queen Street | Lot 6 LP34784 C/A Pt.31 Section D | |
| 389 Queen Street | Lot 6 LP85451 | |
| 390 Queen Street | Lot 7 LP34784 C/A Pt.31 Section D | |
| 391 Queen Street | Lot 7 LP85451 Section C | |
| 391a Queen Street | Lot 8 LP85451 | |
| 393 Queen Street | Lot 9 LP85451 | |
| 394 Queen Street | Lot 8 LP34784 C/A Pt.31 Section D | |
| 395 Queen Street | Lots 10 11 LP85451 Section C | |
| 396 Queen Street | Lot 1 Tp086368 | |
| 397 Queen Street | Lot 12 LP85451 | |
| 398 Queen Street | Lots 10 & 11 LP34784 C/A Pt.25 | |
| Section D | | |
| 2 Ballagh Street | Lot 9 LP28478 C/A Pt.32a Section | |
| B | | |
| 4 Ballagh Street | CP164323I C/A Pt.32a Section B | |
| 7 Ballagh Street | Lot Pt.4 LP42111 | |
| 8 Ballagh Street | Lot 6 LP28478 | |
| 9 Ballagh Street | Lot 8 LP129100 C/A Pt.31 Section | |
| B | | |
| 10 Ballagh Street | Lot 5 LP28478 C/A Pt.32a Section | |
| B | | |
| 11 Ballagh Street | Lot 7 LP129100 | |
| 12 Ballagh Street | Lot 4 LP28478 C/A Pt.32a Section | |
| B | | |
| 13 Ballagh Street | Lot 6 LP129100 C/A Pt.31 Section | |
| B | | |
| 14 Ballagh Street | Lot 3 LP28478 C/A Pt.32a Section | |
| B | | |
| 15 Ballagh Street | Lot 5 LP129100 C/A Pt.31 Section | |
| B | | |
| 16 Ballagh Street | Lot 2 LP28478 | |
| 17 Ballagh Street | Lot 4 LP129100 C/A Pt.31 Section | |
| B | | |
| 17a Ballagh Street | Lot 3 LP129100 C/A Pt.31 Section | |
| B | | |
| 18 Ballagh Street | Lot 1 Tp615618 | |
| 19 Ballagh Street | Lot 2 LP129100 C/A Pt.31 Section | |
| B | | |
| 20 Ballagh Street | Lot 1 PS540210 | |
| 20b Ballagh Street | Lot 2 PS540210 | |
| 21 Ballagh Street | Lot 1 LP129100 C/A Pt.31 Section | |
| B | | |
| 22 Ballagh Street | Lot 4 PS506622u | |
| 23 Ballagh Street | Lot 5 PS543648 | |
| 24 Ballagh Street | Lot 3 PS506622u | |
| 25 Ballagh Street | Lot 4 PS543648 | |
| 27 Ballagh Street | Lot 3 PS546348 | |

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|-----------------------------|------------------------------------|--|--|
| 28 Ballagh Street | Lot 2 PS506622u | | |
| 29 Ballagh Street | Lot 6 PS543648 | | |
| 30 Ballagh Street | Lot 1 PS506622u | | |
| 31 Ballagh Street | Lot 2 PS543648 | | |
| 32 Ballagh Street | Lot 1 PS609246 | | |
| 33 Ballagh Street | Lot 1 PS543648 | | |
| 34 Ballagh Street | Lot 2 PS609246 | | |
| 35 Ballagh Street | C/A 37 Section B | | |
| 36 Ballagh Street | Lots 11 & 12 PS602561 | | |
| 38 Ballagh Street | Lot 2 PS602561 | | |
| 40 Ballagh Street | Lot 1 PS602561 | | |
| 47 Ballagh Street | Lot 12 PS546963 | | |
| 49-51 Ballagh Street | Lots 10 & 11 PS546963 | | |
| 1 Rose Drive | Lot 43 PS316697u | | |
| 2 Rose Drive | Lot 40 PS316697u | | |
| 3 Rose Drive | Lot 44 PS316697u | | |
| 4 Rose Drive | Lot 39 PS316697u | | |
| 5 Rose Drive | Lot 45 PS316697u | | |
| 6 Rose Drive | Lot 38 PS316697u | | |
| 7 Rose Drive | Lot 46 PS316697u | | |
| 8 Rose Drive | Lot 37 PS316697u | | |
| 9 Rose Drive | Lot 47 PS316697u | | |
| 10 Rose Drive | Lot 36 PS316697u | | |
| 11 Rose Drive | Lot 48 PS316697u | | |
| 12 Rose Drive | Lot 35 PS 316697u | | |
| 13 Rose Drive | Lot 49 PS316697u | | |
| 14 Rose Drive | Lot 34 PS316697u | | |
| 1/1 Garden Close | Lot Pt.5 PS506622 | | |
| 2/1 Garden Close | Lot Pt.5 PS506622 | | |
| 2 Garden Close | Lot 25 PS506622u | | |
| 3 Garden Close | Lot 6 PS506622u | | |
| 4 Garden Close | Lot 24 PS506622u | | |
| 5 Garden Close | Lot 7 PS506622u | | |
| 6 Garden Close | Lot 23 PS506622 | | |
| 1/7 Garden Close | Lot 1 PS544853 | | |
| 2/7 Garden Close | Lot 2 PS544853 | | |
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| 9 Garden Close | Lot 9 PS506622u | | |
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| 16 Garden Close | Lot 18 PS506622u | | |
| 17 Garden Close | Lot 13 PS506622 | | |
| 18 Garden Close | Lot 17 PS506622 | | |
| 19 Garden Close | Lot 14 PS506622u | | |
| 20 Garden Close | Lot 16 PS506622 | | |
| 21 Garden Close | Lot 15 PS506622u | | |
| 1 Callistemon Court | Lot 11 LP316697u C/P Pt.49 | | |
| 2 Callistemon Court | Lot 2 LP316697 | | |
| 3 Callistemon Court | Lot 10 LP316697u C/P Pt.49 | | |
| 4 Callistemon Court | Lot 3 LP316697 | | |
| 5 Callistemon Court | Lot 9 LP316697u C/P Pt.49 | | |
| 6 Callistemon Court | Lot 4 LP316697u C/P Pt.49 | | |
| 7 Callistemon Court | Lot 8 LP316697u C/P Pt.49 | | |
| 8 Callistemon Court | Lot 5 LP316697u C/P Pt.49 | | |
| 9 Callistemon Court | Lot 7 LP316697u C/P Pt.49 | | |
| 9a Callistemon Court | Recreation Reserve PS316697 | | |

| | | |
|-----------------------------|--|--|
| 10 Callistemon Court | Lot 6 LP316697c | |
| 1 Buckland Court | Lot 10 LP131994 | |
| 2 Buckland Court | Lot 11 LP131994 | |
| 3 Buckland Court | Lot 12 LP131994 | |
| 4 Buckland Court | Lot 13 LP131994 | |
| 5 Buckland Court | Lot 14 LP131994 | |
| 6 Buckland Court | Lot 15 LP131994 | |
| 7 Buckland Court | Lot 16 LP131994 | |
| 8 Buckland Court | Lot 2 LP327838r | |
| 9 Buckland Court | Lot 22 LP131994 | |
| 10 Buckland Court | Lot 23 LP131994 | |
| 11 Buckland Court | Lot 24 LP131994 | |
| 12 Buckland Court | Lot 25 LP131994 | |
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| 16 Buckland Court | Lot 34 LP131994 | |
| 17 Buckland Court | Lot 33 LP131994 | |
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| 82 Slater Street | C/A 46 Section C | |
| 84 Slater Street | C/A 45 Section C | |
| 96 Slater Street | C/A 44 Section C | |
| 98 Slater Street | Lot 3 LP24157 C/A Pt.43 Section C | |
| 100 Slater Street | Lot 2 LP24157 C/A Pt.43 Section C | |
| 102 Slater Street | Lot 1 LP24157 & Lots 1 & 2 | |
| Tp706529 | | |
| 109 Slater Street | C/A 38 Section C | |
| 113 Slater Street | C/A 39 Section C | |
| 135 Slater Street | C/A 55 & 56 Section C (Eliminyt | |
| Primary School) | | |
| 5 Tulloh Street | Lot 19 LP130909 (Tulloh Street | |
| Dam Reserve) | | |
| 6 Tulloh Street | Lot 1 LP203596w | |
| 8 Tulloh Street | Lot 13 LP50913 C/A Pt.29 Pt.29b | |
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| D | | |
| 13 Tulloh Street | Lot 16 LP130909 | |
| 14 Tulloh Street | Lot 10 LP50913 C/A Pt.30 Section | |
| D | | |
| 14a Tulloh Street | Lot 3 LP306778b | |
| 1/15 Tulloh Street | Lot 1 LP305873 | |
| 2/15 Tulloh Street | Lot 2 LP305873 | |
| 16 Tulloh Street | Lot 9 LP50913 | |
| 17 Tulloh Street | Lot 14 LP130909 | |
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| 19 Tulloh Street | Lot 13 LP130909 | |
| 20 Tulloh Street | Lot 7 LP50913 C/A Pt.30 Section D | |
| 21 Tulloh Street | Lot 12 LP130909 | |
| 22 Tulloh Street | Lot 6 LP50913 | |
| 23 Tulloh Street | Lot 11 LP130909 | |
| 24 Tulloh Street | Lot 5 LP50913 | |
| 25 Tulloh Street | Lot 10 LP130909 | |
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| 30 Tulloh Street | Lot 3 LP50913 | |
| 31 Tulloh Street | Lot 7 LP130909 | |
| 32 Tulloh Street | Lot 1 LP306778b & Lot 2 | |
| PS528464 | | |

| | | |
|--------------------------|--|--|
| 33 Tulloh Street | Lot 6 LP98619 | |
| 34 Tulloh Street | Lot 1 LP50913 | |
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| 51 Tulloh Street | Lot Pt.3 LP44379 C/A Pt.54 | |
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| C | | |
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| Centre) | | |
| 8 Howarth Street | Lot 1 LP116399 C/A Pt.45 Section | |
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| 9 Howarth Street | Lot 6 LP81546 C/A Pt.44 Section B | |

| | | | |
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| 15 Howarth Street | CP108706 Section B | | |
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| 19 Howarth Street | Lot 1 LP81548 C/A 43 Section B | | |
| 20 Howarth Street | Lot 1 LP143599 C/A Pt.47 Section | | |
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| 21 Howarth Street | CP365132j | | |
| 26 Howarth Street | CP159713 | | |
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| 39 Howarth Street | C/A 39 Section B | | |
| 25 Dowling Street | Lot 1 Tp831739 (C/A 44 Section D) | | |
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| 49 Dowling Street | Lot 12 PS316694b | | |
| 51 Dowling Street | Lot 13 PS316694b | | |
| 1-9 Beechy Court | Lot A PS434062g | | |
| 2 Beechy Court | Lot 11 PS316694b | | |
| 4 Beechy Court | Lot 10 PS316694 | | |
| 6 Beechy Court | Lot 9 PS316694b | | |
| 8 Beechy Court | Lot 8 PS316694b | | |
| 10 Beechy Court | Lot 7 LP316694b | | |
| 11 Beechy Court | Lot 1 PS436941q | | |
| 12 Beechy Court | Lot 6 PS316694b | | |
| 13 Beechy Court | Lot 2 PS436941q | | |
| 14 Beechy Court | Lot 5 PS316694b | | |
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| 16 Beechy Court | Lot 4 PS316694b | | |
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| 1 Ricstan Court | Lot 2 PS 546963 | | |
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| 11 Spring Street | Lot 1 PS511733 | | |
| 13 Spring Street | Lot 2 PS511733 | | |
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| | | | |
|-------------------------|--|--|--|
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| 20 Spring Street | C/A 43a Section A | | |
| 21 Spring Street | Lot 1 LP99304 C/A Pt.50 Section B | | |
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| 25 Spring Street | Lot 2 LP118720 | | |
| 27 Spring Street | Lot 5 LP78182 C/A Pt.53 Section B | | |
| 28 Spring Street | Lot 2 LP209232 C/A Pt.44a Section | | |
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| 29 Spring Street | Lots 3 & 4 LP118720 | | |
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| A | | | |
| 33 Spring Street | Lot 5 LP118720 Section B | | |
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| A | | | |
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| 40 Spring Street | Lot 3 LP60440 | | |
| 42 Spring Street | Lot 4 LP60440 Section A | | |
| 44 Spring Street | Lot 5 LP60440 Section A | | |
| 46 Spring Street | Lot 6 LP60440 Section A | | |

Recommendation

That recommendations to items listed in the Consent Calendar, with the exception of items, be adopted.

MOVED

SECONDED

OM092207-7 ROAD SAFETY STRATEGY

| | | | |
|-------------|-----------------------------|-----------|---|
| AUTHOR: | Peter Dohnt | ENDORSED: | Neil Allen |
| DEPARTMENT: | Infrastructure and Services | FILE REF: | GEN00016 - Roads, Streets & Bridges - Road Safety |

Purpose

This report presents the Road Safety Strategy for Council to adopt.

Background

Councils current Road Safety Strategy 2001-2006 was in need of updating and funding was included in the 2008/09 budget for a revised strategy to be drafted. In consultation with Corangamite Shire, it was decided the two shires combined cover the bulk of the Colac Police District and the whole of Colac RoadSafe district and as such that a joint strategy be developed. The benefits of the joint strategy being a continuity of approach across the Police and RoadSafe districts.

A meeting was held in August 2008 at which local road safety issues were discussed by the attendees which included Colac Otway Shire staff, Corangamite Shire staff, VicRoads, Police and Colac RoadSafe. Out of this meeting, a preliminary draft document was developed. This preliminary draft was circulated to the attendees for comments and these comments incorporated into the final draft strategy. As per the resolution made at the February Council meeting, the final draft was made available for public comment for a period of 6 weeks.

Corporate Plan/Other Strategies/Policy

The Corporate Plan identifies strategy 1.2.3 "Implement the Road Safety Plan and Council approved road safety initiatives in partnership with VicRoads and other agencies"

Issues/Options

The primary issue is that Council should have a documented plan for the management of road safety issues whereby the issues are identified, and strategies and actions are developed and implemented so as to eliminate or minimise the risks identified in the Strategy.

Proposal

It is proposed that Council adopt the Corangamite and Colac Otway Road Safety Strategy.

Financial Implications

The cost of implementation of the strategy will be met within Council's existing expenditure on roads and road safety. Programming of works and programs identified within the strategy are proposed to be managed within the available future budgets.

Risk Management & Compliance Issues

The Road Safety Strategy has as its focus, the minimisation of the physical risks related to vehicle, cycle and pedestrian use of the public road network that is managed by Council. Council has a duty of care to manage the risks to all road users and an essential part of that management is to identify any and all significant risks that road users may face and to put in place strategies to manage those risks. This road strategy is a fundamental element in the identification of those risks and provides a range of strategies and actions to manage those risks.

The Corangamite and Colac Otway Road Safety Strategy has been prepared so as to complement the State Government's "Arrive Alive Strategy". The actions contained within this strategy, support at a local level, the statewide approach to managing risk on roads.

The Strategy has been supported by the Corangamite Shire.

Environmental Considerations

There are no significant environmental issues.

Communication Strategy/Consultation

The Strategy has been prepared in consultation with a number of local and regional agencies. These agencies have been acknowledged in the strategy.

In accordance with Council's Community Consultation and Engagement Policy, the draft Strategy was placed on public exhibition from 6th March 2009 until 17th April 2009. Public notices were placed advising of the release of the draft Strategy, the period of exhibition, and procedure for making a written submission and verbal submission to a Council hearing.

Council did not receive any submissions in relation to this strategy.

Implementation

Following Council's adoption of the policy, project briefs for the actions identified will be prepared for inclusion in the 10 year Capital Works and Major Projects Program.

Conclusion

That the Corangamite and Colac Otway Road Safety Strategy be adopted and project briefs be prepared for each of the recommended actions contained within the strategy.

Attachments

Corangamite and Colac Otway Road Safety Strategy.

Recommendation(s)

That Council resolve that the Corangamite and Colac Otway Road Safety Strategy be adopted and the actions contained therein be included in the 10 Year Capital Works and Major Projects Program.

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# Corangamite and Colac Otway Road Safety Strategy

## Road Safety Report

Corangamite and Colac Otway Shire Councils

1 December 2008

Document No.: 983tpe

# Corangamite and Colac Otway Road Safety Strategy

Prepared for

**Corangamite and Colac Otway Shire Councils**

Prepared by

**Maunsell Australia Pty Ltd**

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1 December 2008

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## Quality Information

Document Corangamite and Colac Otway Road Safety Strategy

Ref 60047338

Date 1 December 2008

Prepared by Daniel North and Catherine Wilms

Reviewed by Tony Frodsham

### Revision History

| Revision | Revision Date | Details      | Authorised                                        |           |
|----------|---------------|--------------|---------------------------------------------------|-----------|
|          |               |              | Name/Position                                     | Signature |
| A        | 22/09/2008    | Draft Report | Nicole Broekman<br>Principal Transport<br>Planner |           |
| B        | 1/12/2008     | Final Report | Nicole Broekman<br>Principal Transport<br>Planner |           |

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## Executive Summary

This road safety strategy has been prepared in conjunction with the Corangamite Shire Council, Colac Otway Shire Council, Victoria Police (Colac Division), VicRoads and RoadSafe Colac. Colac Otway Shire and Corangamite Shire are located in Victoria, approximately 150 km and 200 km respectively south west of Melbourne.

The key objectives of the Road Safety Strategy are:

- To reduce road crashes, resulting in financial and social savings through reduced crash and trauma costs.
- To provide road safety direction for each Council, community and other interested groups and organisations.
- To promote community ownership of road safety at a community level and reinforce links between key stakeholders and local groups.
- To investigate the potential risk factors on local road infrastructure.
- To develop and implement municipal road safety strategies which are linked to each Council's Corporate Plans, and provide the basis of a targeted and relevant action program for each shire and other agencies to address key road safety initiatives.

Corangamite and Colac Otway Shires, like many rural municipalities across Victoria, are experiencing on-going road safety concerns. Injury crashes in these municipalities occur almost daily and 37 deaths have been recorded in the past five years.

In the last five years there have been 220 and 141 serious crashes in Colac Otway and Corangamite Shires respectively. Out of these crashes Colac Otway roads had 22 fatalities (including 6 on local, Council maintained roads) and Corangamite had 15 fatalities (including 4 on local, Council maintained roads). A total of 37% of all reported crashes occurred on local roads in Colac Otway Shire and a total of 46% of all reported crashes occurred on local roads in Corangamite Shire. The crash classifications that pose the most significant cause for concern on all roads throughout both Shires are crashes where vehicles veered 'off path on a curve' or 'off path on a straight'. These crashes comprise over 50% of all crashes within the two Shires.

It is known that there are three main causes of road crashes, and these are: human factors, the road environment and vehicle factors. Typically, around 95% of road crashes are caused (at least in part due) to human factors, with the road environment contributing to 28% and vehicle factors to 8%, with some overlap (two or more factors) contributing in some instances.

Road Safety Strategies for Colac Otway Shire and Corangamite Shire have been developed to address the following categories:

- Safer Road Users (Human Behaviour).
- Safer Infrastructure (Road Environment).
- Safer Vehicles (Vehicle Factors).

Safer Road User strategies identify measures to:

- Increase safety through reduction of behavioural risks, particularly targeting high risk road user demographic groups.
- Specific strategy actions have been identified to reduce Drink/Drug influenced driving, fatigued driving and excessive speed driving. These actions are focused on providing drivers with options and education to reduce the likelihood of accidents.

High risk road user groups include: Young drivers, older drivers, motorcyclists, pedestrians, cyclists and heavy goods vehicle drivers. Specific strategy actions have been formulated to increase the safety for these high risk groups. These strategies include measures such as:

- Encouraging greater road safety education and assessment for young and older drivers.
- Education and increased improvements to sensitive road areas for motorcyclists.
- Increased signage and modifications to road and path layout to protect pedestrians and cyclists.
- Education for the encouragement of safe HGV driver practices, safe and adequate rest areas.

Safer Infrastructure strategies and actions are aimed at reducing the number and severity of run-off-road and head-on crashes through creating a road environment that provides:

- Safer, clearer shoulders.
- Increased clear zones.
- Greater sight distances.
- Safe rural intersections.
- DDA compliance at intersections.
- Appropriate clear zones on roadside.
- Appropriate speed restrictions.
- Increased level of road marking and signage to safeguard against crashes.
- Increases in the number of rest stops.
- Upgrade safety improvements for rail level crossings.
- Greater awareness of school speed zones.
- Provision of school crossings.

Safer Vehicles strategies are aimed to continue to support the use of five-star rated vehicles including features such as:

- Automatic Braking Systems (ABS).
- Air bags.
- Electronic stability control.
- Cruise control.
- Speed limiters.

Safer Vehicles is recommended through promotion of the importance of safety features and also leading by example, encouraging Council fleets to introduce vehicles with increased safety features.

It is recommended that each Shire appoint an Officer as responsible for the Road Safety Strategy program. This person would be responsible for the success of the strategy through managing the strategy program and liaising with the lead agencies for each action and monitoring the outcomes.

# 1.0 Introduction

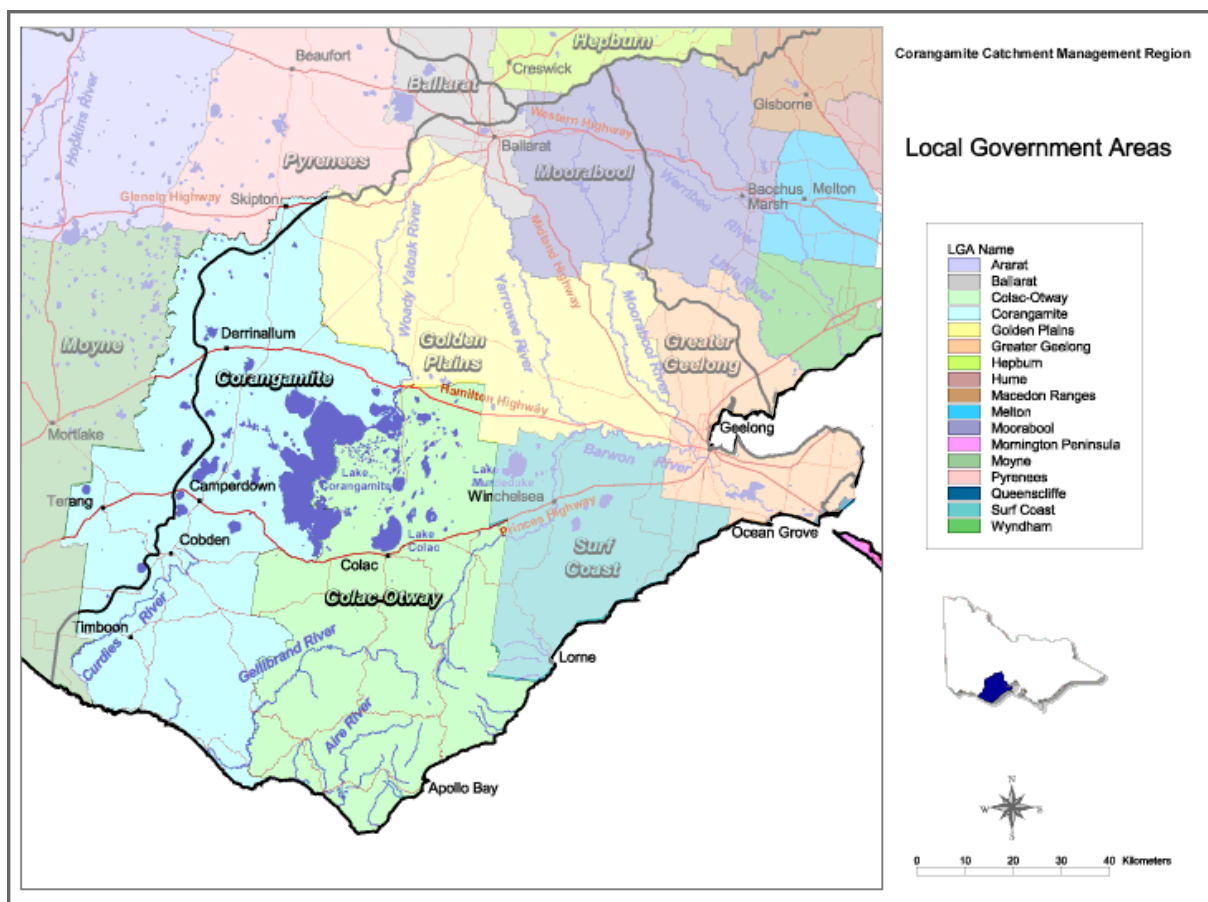
## 1.1 The Shires

Corangamite Shire is located in the south-western part of Victoria and covers 4,425 square kilometres. The Corangamite Shire is approximately 200 kilometres from Melbourne and 120 kilometres from Geelong.

Colac Otway Shire is located approximately 150 km from Melbourne (and 70 km from Geelong). The area of the Colac Otway Shire covers 3,443 square kilometres.

Figure 1 shows the shires in relation to surrounding shires including Geelong.

Figure 1: Corangamite and Colac Otway Shire boundaries



Source: [www.dpi.vic.gov.au](http://www.dpi.vic.gov.au)

### 1.1.1 Corangamite Shire

The Corangamite Shire is bounded by the shires of Moyne to the west, Pyrenees to the north, Golden Plains to the north-east and Colac Otway to the east, and is bounded by the coastline to the south. It contains the town of Skipton in the north, and at the southern edge at the coast includes the towns of Peterborough, Port Campbell and Wattle Hill. The western border follows the Curdie's River and the towns on the border are Noorat, Terang, Taron, Ayrford and Curdie Vale. The eastern border follows the Woody Yaloak River, Lake Corangamite and Gellibrand River.

Towns within the Corangamite Shire are Skipton, Camperdown, Noorat, Terang, Cobden, Timboon, Simpson, Port Campbell, Princetown, Derrinallum and Lismore. On 30 June 2007 the population of Corangamite Shire was estimated at 17,188<sup>1</sup> residents and was forecast to slightly increase to 17,619 by 2021<sup>2</sup>. Figure 2 indicates the area covered by the Corangamite Shire.

**Figure 2: Corangamite Shire**



Corangamite Shire is home to several different types of industries. These include wool growing and cropping. There is also a very large dairy industry which is one of the largest in the state. The different types of farming include milk, beef, wool, lamb and grain.

The tourist industry includes the attractions of the Great Ocean Road, the 12 Apostles, the Port Campbell National Park, fishing and volcanic hills which attract a high number of visitors to the region.

### **1.1.2 Colac Otway Shire**

Colac Otway Shire is located in South West Victoria and extends from Cressy in the north to the ocean in the south. It is bounded by the Shires of Corangamite to the west, Golden Plains to the north and Surf Coast Shire to the east.

The main towns are Colac and Apollo Bay. Smaller towns within the shire include Beeac, Beech Forest, Birregurra, Coragulac, Cressy, Forrest, Gellibrand, Kennett River, Lavers Hill, Skenes Creek, and Wye River.

<sup>1</sup> Australian Bureau of Statistics

<sup>2</sup> forecast.id (Informed Decisions) - [www.id.com.au/corangamite/forecastid/default.asp?id=277&qid=10&pg=8](http://www.id.com.au/corangamite/forecastid/default.asp?id=277&qid=10&pg=8) (date accessed: September 2008)

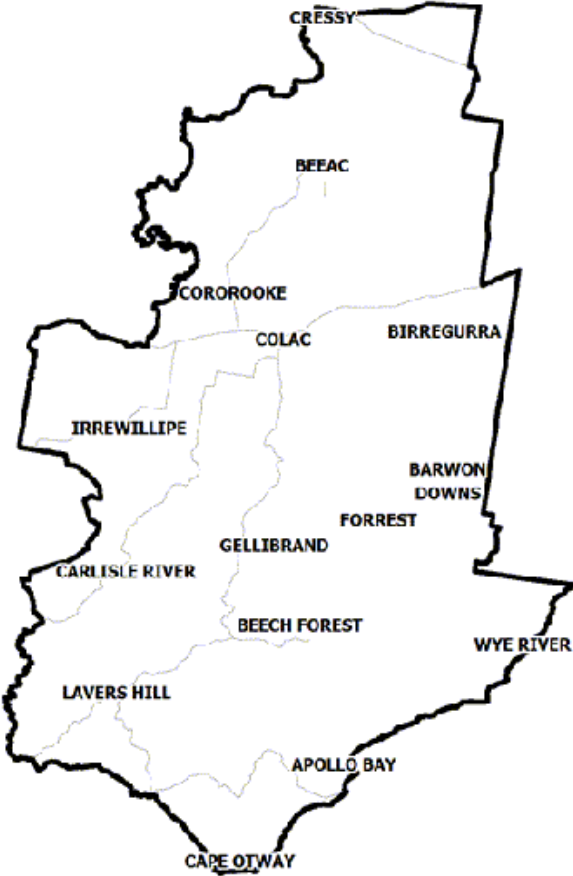


On 30 June 2007 the population was estimated at 21,183<sup>1</sup> and is forecast to increase to 23,949<sup>3</sup> by 2021. Figure 3 indicates the area covered by the Colac Otway Shire.

The predominant industries within the Colac Otway Shire are relatively similar to those within Corangamite Shire and include dairy, beef, sheep, crops, specified pastures, horticulture (and organic farming), timber, manufacturing and service, construction, retail and wholesale.

The main tourist attraction within the Colac Otway Shire is the Great Ocean Road which includes Apollo Bay and many other coastal areas.

Figure 3: Colac Otway Shire



### 1.2 Requirement for Road Safety

Victoria's roads and road users are amongst the safest in the world but continued investment in road safety measures is required to ensure Victoria remains at the forefront of road safety.

In the past five years, 29,325<sup>4</sup> people have been killed or injured on Victorian roads, representing 0.6%<sup>1</sup> of the population. However, those affected by the road toll extend well beyond this small proportion of the population. Family, friends, and the broader community are all impacted by the costs associated with injuries or deaths on the road, both emotionally and financially.

<sup>3</sup> forecast.id (Informed Decisions) - [www.id.com.au/colacotway/forecastid/default.asp?id=242&gid=10&pg=8](http://www.id.com.au/colacotway/forecastid/default.asp?id=242&gid=10&pg=8) (date accessed: September 2008)

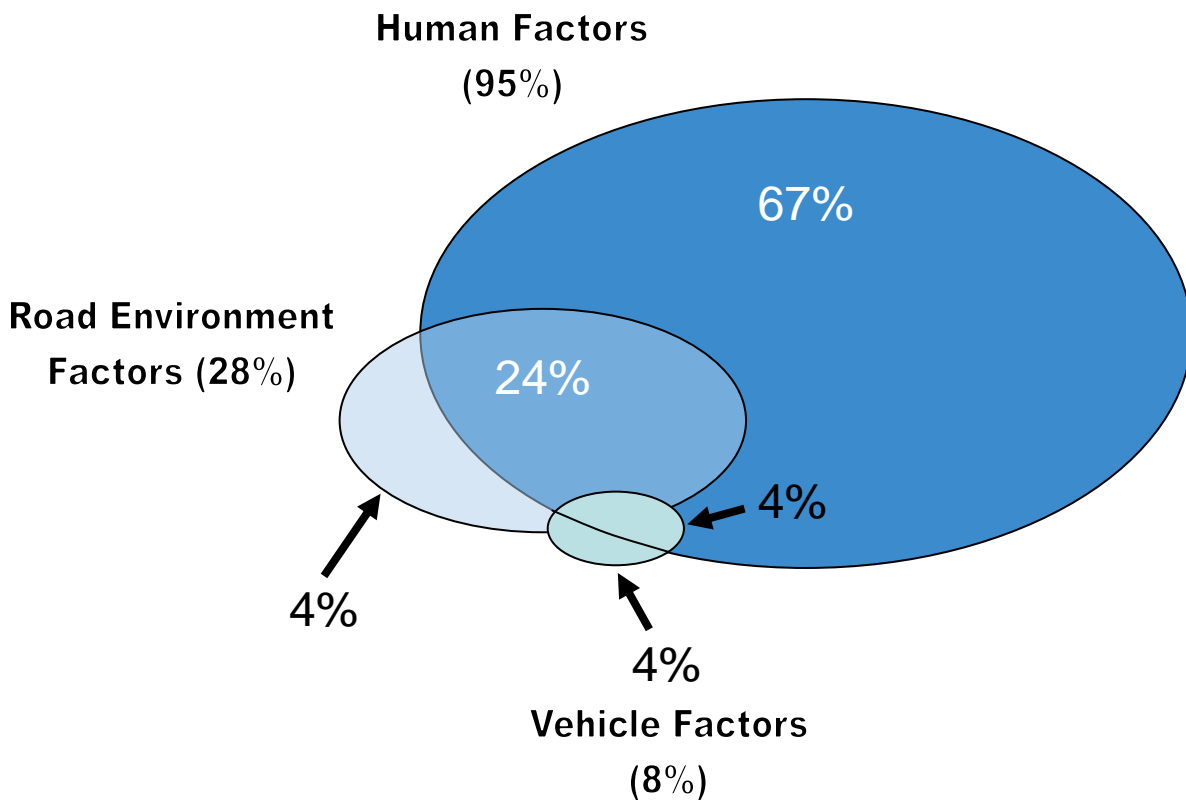
<sup>4</sup> VicRoads - CrashStats

While the road toll has been slowly decreasing, there is a significant need to ensure further efforts continue to decrease the toll, and that acceptance does not lead to a plateauing of these figures. The use of the road system is essential to maintain the on-going economical and social well-being of our society. Road safety is therefore of paramount importance to ensure that our everyday activities do not unnecessarily put lives at risk.

Corangamite and Colac Otway Shires, like many rural municipalities across Victoria, are also experiencing on-going road safety concerns. Injury crashes in these municipalities occur almost daily (over 300 per year) and 37 deaths (refer to Table 2) have been recorded in the past five years.

In order to address and improve road safety, the causes of road crashes needs to be considered. It is known that there are three main causes of road crashes, and these are: human factors, the road environment and vehicle factors. Typically, around 95% of road crashes are caused (at least in part) to human factors, with the road environment contributing to 28% and vehicle factors to 8%, with some overlap (two or more factors) contributing in some instances. For example 24% of crashes were caused by road environment factors and human factors. The following bubble chart indicates these contributions.

**Figure 4: The Causes of Road Crashes**



Source: RTANSW, 1996

The Australian Transport Safety Bureau's latest survey (Dec 2006) of community attitudes to road safety had found that the community identified four main factors contributing to road crashes, namely:

- Speed
- Drink Driving
- Inattention/lack of concentration
- Driver fatigue

It is surmised that the same factors are contributing to the road crashes in Corangamite and Colac Otway Shires.

### 1.2.1 Trauma and Fatalities

Road crashes contribute to an average of 348 deaths and 5,560 serious injuries on Victorian roads each year. The estimated costs of these road crashes is enormous, taking into consideration the human costs (including loss of earnings, medical, long-term care and rehabilitation costs, legal costs and disruptions to the workplace), the vehicle costs (repairs, towing) and general costs (including insurance, police, fire and road delay impacts).

Road crashes in Victoria are the principal contributor to trauma patients in hospitals making up over 50% of all major trauma patients<sup>5</sup>. The cost associated with road trauma is disproportionate to other types of trauma as patients frequently sustain serious injury and multiple injuries.

### 1.2.2 Financial Costs

In total, it is estimated by the Bureau of Transport Statistics that (in June 2006) a fatal injury crash cost an average of \$1.64 million; a serious injury crash cost an average of \$355,000, a minor injury crash average cost was approximately \$17,600, and a property damage only crash cost averaged \$7,300 per crash<sup>6</sup>.

It is estimated [Abelson P 2001] that the Australian Government currently spend \$600 million a year on road safety; and that Road Safety Programs were responsible for saving about 100 lives and 5000 hospital cases per year, as well as some other property damages. The estimated annual value of these savings amounted to \$2.7 billion.<sup>7</sup>

### 1.2.3 Shifts in Trends

The number of yearly fatal crashes has been reducing with an increasing focus on road safety and vehicle improvements. Between 2002 and 2007, there has been a 20% reduction in the number of fatal crashes, while between 1990 and 2007; there has been a 40% reduction in the number of fatal crashes.

However, over the past 4 years, the number of yearly fatal crashes has remained relatively constant with a 4% variation in the number of crashes. Victoria's fatality rate of 6.38 per 100,000 people in 2007 is lower than the average fatality rate of 8.1 per 100,000 people for the rest of Australia. Victoria has recorded an average annual decrease in road deaths since 2003 of 1%. Although any decrease is a positive step, decreases of 5% for New South Wales and 9% for South Australia are realistic reduction targets.

### 1.2.4 Stakeholder Concerns

A stakeholder meeting was held in August 2008 to understand the local communities concerns. The meeting was represented by Colac Otway Shire, Corangamite Shire, VicRoads, RoadSafe Colac, Victoria Police Colac and Maunsell.

A number of issues were raised in the meeting and it was identified that fatigue, excessive speed, alcohol and drugs were all major issues. Trucks are becoming more of an issue within the two shires due to the industries within the shires wanting to use larger trucks on local roads which are not designed to support these types of vehicles. There are a number of roads that are highly trafficked by tourists, safety along these routes are a concern for the region.

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<sup>5</sup> Victorian State Trauma Registry 2005-2006

<sup>6</sup> Supporting spreadsheet to Guidelines on economic, social and environmental cost benefit Analysis, Department of Infrastructure, 2006

<sup>7</sup> Returns on Investment in Public Health – An Epidemiological and Economic Analysis – Road Safety Programs and Road Trauma; Abelson, Peter - Applied Economics, July 2001.

## 1.3 Complimentary Road Safety Initiatives

### 1.3.1 Previous strategies in Colac Otway and Corangamite Shires

Both the Colac Otway and Corangamite Shires have previous road safety strategies. For both Shires it was the first road safety strategy that was prepared. The Road Safety Strategic Plan for Colac Otway Shire was prepared for use between June 2001 and June 2006 while the Corangamite Shire Road Safety Strategic Plan was developed for the period between July 2002 and June 2007. This new combined strategy will build on the previous strategies for both the Shires. This strategy will align with the following strategies.

### 1.3.2 Arrive Alive

“*arrive alive*” 2008-2017 is the Victorian Government’s new road safety strategy. It’s designed to keep Victoria at the forefront of Australian and international efforts to reduce road trauma, to deliver further major improvements to our road transport system, and to improve safety for all Victorian road users.<sup>8</sup>

Some of the recent initiatives of the new *arrive alive* campaign launched for 2008-2010 targeting country road users include:

- Introduce a major infrastructure program, focusing on improving safety along high risk stretches of country roads. The program will focus on improving infrastructure to reduce the incidence of the most common types of crashes in country Victoria:
  - side impact crashes: implement safety improvements at intersections, such as roundabouts,
  - vehicle activated warning signs and conversion of Y intersections to T intersections
  - run-off-road crashes: install roadside barriers, shoulder sealing and rumble lines along road edges, and remove roadside objects (such as trees and poles)
  - head-on crashes: install centre-road rumble lines, centre-road wire rope barriers and overtaking lanes.
- Implement a Greyspot Program to reduce crash risk at potentially high risk rural intersections.
- Deliver the Meeting Our Transport Challenges infrastructure program to progressively upgrade safety at level crossings in provincial Victoria. Measures to improve rail level crossing safety will include:
  - installation of automated advance warning signs at highway and high volume sites
  - installation of rumble strips to alert motorists that they are approaching rail level crossings
  - reduction of speed limits at high risk, high road speed rural rail level crossings
  - improving line of sight at level crossings including vegetation removal
  - trial the use of camera technology to improve compliance and deter unsafe behaviour at level crossings.
- Deliver targeted infrastructure improvements to reduce crashes caused by unsafe behaviour and to increase safety for specific groups of road users. These improvements will include:
  - improved speed advisory signs and non-distracting roadside signs
  - improved rest stop facilities
  - targeted motorcycle blackspot locations, blacklengths and popular touring routes.
- Increase the conspicuousness of speed zones.
- Install electronic speed limit signs at selected sites around schools.

Opportunities to deliver these *arrive alive* initiatives within the Corangamite and Colac Otway Shires have been sought to help deliver consistency across the statewide and local strategies.

*arrive alive* also incorporates numerous other road safety initiatives, such as the introduction of the graduated licensing program, aimed at reducing casualty crashes involving P-plate drivers, along with vehicle safety technology improvements which should help to reduce casualty crashes and crash severities.

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<sup>8</sup> arrive alive 2008-2017, [www.arrivealive.vic.gov.au](http://www.arrivealive.vic.gov.au) (date accessed: September 2008)

The *arrive alive* 10 year target is: reduce death and serious injury by 30 percent, save 100 lives a year, prevent over 2,000 serious injuries, and reduce the severity of serious injuries.

### 1.3.3 Saferoads

Saferoads is a partnership between Local Government Professionals (LGPro), Municipal Association of Victoria (MAV), VicRoads, Victoria Police, Transport Accident Commission (TAC) and Royal Automotive Club of Victoria (RACV) to work with local government to improve the safety of road users<sup>9</sup>.

Analysis of road crash statistics reveals that 7 out of every 10<sup>9</sup> crashes occur on roads managed by local government. The Saferoads initiative aims to reduce the incidence and severity of crashes in municipalities through:

- Multi-action programs
- Increased use of local government networks
- Increased road safety resources at the local level

The Saferoads strategy provides a framework for councils and local groups to use in developing their own local government road safety strategies. With an emphasis on road safety issues affecting pedestrians, cyclists, motorcyclists, the young and the elderly. Saferoads focuses on effective, low-cost programs that will build on the work already undertaken by councils.

This road safety strategy has been prepared taking into consideration the Saferoads guidelines on the preparation of road safety strategies, and in consultation with RoadSafe Colac.

### 1.3.4 RoadSafe

In Victoria there are 24 RoadSafe groups (including RoadSafe Colac which covers both Colac Otway and Corangamite Shires) which deliver programs that aim to improve road safety in their local area. Roadsafe Colac is a community group that is only funded through sponsorships. RoadSafe groups have various members from the community including staff from VicRoads, Councils, Police, road users groups, health and education professionals, emergency services, local businesses and media representatives. RoadSafe develop local community road safety initiatives to help support the local and State government programs. RoadSafe has continued support by Colac Otway and Corangamite Shires.

## 1.4 Road Safety Aims and Objectives

The key objectives of the Road Safety Strategy are:

- To reduce road crashes, resulting in financial and social savings through reduced crash and trauma costs.
- To provide road safety direction for each Council, community and other interested groups and organisations.
- To promote community ownership of road safety at a community level and reinforce links between key stakeholders and local groups.
- To investigate the potential risk factors on local road infrastructure.
- To develop and implement municipal road safety strategies which are linked to each Council's Corporate Plans, and provide the basis of a targeted and relevant action program for each shire to address key road safety initiatives.

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<sup>9</sup> [www.mav.asn.au/saferoads](http://www.mav.asn.au/saferoads) (date accessed: September 2008)

This road safety strategy has been prepared in conjunction with the Corangamite Shire Council, Colac Otway Shire Council, Victoria Police (Corangamite Division) and RoadSafe Colac.

The intention of this strategy is to focus on road safety problems and possible improvements within the Corangamite and Colac Otway Shires road network. This will enable the Councils to focus funding towards reducing casualty road crashes on local roads. The strategy has also addressed and considered the road crashes occurring on the main/declared road network. The Councils will be able to raise these issues with VicRoads and to seek State funding for improvements. Councils will be able to fund programs to educate the community who use both the local and main/declared road networks.

## **1.5 Format of this Report**

This road safety strategy report is set out as follows:

- Chapter 1 Introduction
- Chapter 2 presents the data and findings from the road crash review. It compares the Shires with other Shires throughout Victoria, to help ascertain how the Shires rate in their safety performance. Common crash themes and trends have been identified to enable problems to be addressed.
- Chapter 3 sets out the goals and actions to be achieved by the strategy. Clear guidelines and measurable targets have been suggested to ensure the continued implementation of the programs to meet the strategy's aims.

## 2.0 Corangamite & Colac Otway Road Safety Performance

### 2.1 Crash Activity and Ranking

Data analysis of the information obtained from CrashStats provides an indication of the frequency of each classification of crash. The following crash analysis has been based on the latest 5 year crash data available for the period 1 January 2003 to 31 December 2007 unless stated otherwise.

CrashStats is the VicRoads database for all road crashes involving an injury. CrashStats is provided to users by VicRoads for the purpose of supplying information about road crashes in Victoria. This road safety initiative is for educational purposes and allows users to better understand some of the key issues about road crashes.

Data is publicly available on the VicRoads CrashStats website<sup>10</sup>, and includes information on road crashes including:

- Participants (including vehicle type, driver and passenger gender and age)
- Crash location, date and time details
- Crash type based on the DCA system for crash classification
- Crash Severity, based on the level of injury sustained (other injury, serious injury or fatal)

The DCA crash classification system was created so that an analyst can quickly identify crash patterns at a particular location. The DCA codes are grouped according to similar factors, for example, pedestrian crashes are grouped between DCA 100-109.

A summary of the major DCA categories is provided in Table 1. A full list of DCA crash descriptions is provided in Appendix B.

**Table 1: Major DCA Codes**

| DCA Code Range | Category                   | Definition                                             |
|----------------|----------------------------|--------------------------------------------------------|
| 100-109        | Pedestrians                | Pedestrian struck on carriageway                       |
| 110-119        | Adjacent directions        | Crashes within intersections at 90 degrees             |
| 120-129        | Opposing directions        | Crashes with head on vehicles                          |
| 130-139        | Same direction             | Crashes with vehicles travelling in the same direction |
| 140-149        | Manoeuvring                | Crashes while parking/reversing vehicles               |
| 150-159        | Overtaking                 | Crashes occurring while overtaking vehicles            |
| 160-169        | On-path                    | Striking objects on the carriageway                    |
| 170-179        | Off-path on straight       | Striking objects off the carriageway on a straight     |
| 180-189        | Off-path on curve          | Striking objects off the carriageway on a curve        |
| 190-199        | Passengers & Miscellaneous | Falling from vehicle/striking railway object           |

#### 2.1.1 Colac Otway and Corangamite Shire Crash Overview

A summary of the total number of crashes by severity on local and main roads by Shire in the 5 year (1 January 2003 to 31 December 2007) crash period has been provided in Table 2. Crashes have been split to show the number occurring on main roads (roads under the responsibility of VicRoads) and local roads (roads under the responsibility of the local Councils).

<sup>10</sup> <http://crashstat1.roads.vic.gov.au/crashstats/crash.htm>

**Table 2: Colac Otway and Corangamite Shire Crash Summary (1 January 2003 to 31 December 2007)**

|                    | Fatal | Serious | Other | Total |
|--------------------|-------|---------|-------|-------|
| <b>Colac Otway</b> |       |         |       |       |
| Local Roads        | 6     | 66      | 98    | 170   |
| Main Roads         | 16    | 132     | 144   | 292   |
| Total All Roads    | 22    | 198     | 242   | 462   |
| <b>Corangamite</b> |       |         |       |       |
| Local Roads        | 4     | 62      | 75    | 141   |
| Main Roads         | 11    | 62      | 92    | 165   |
| Total All Roads    | 15    | 126     | 167   | 308   |

\*Note: Crashes which occur at the intersection of main and local roads were classified as “local road” crashes

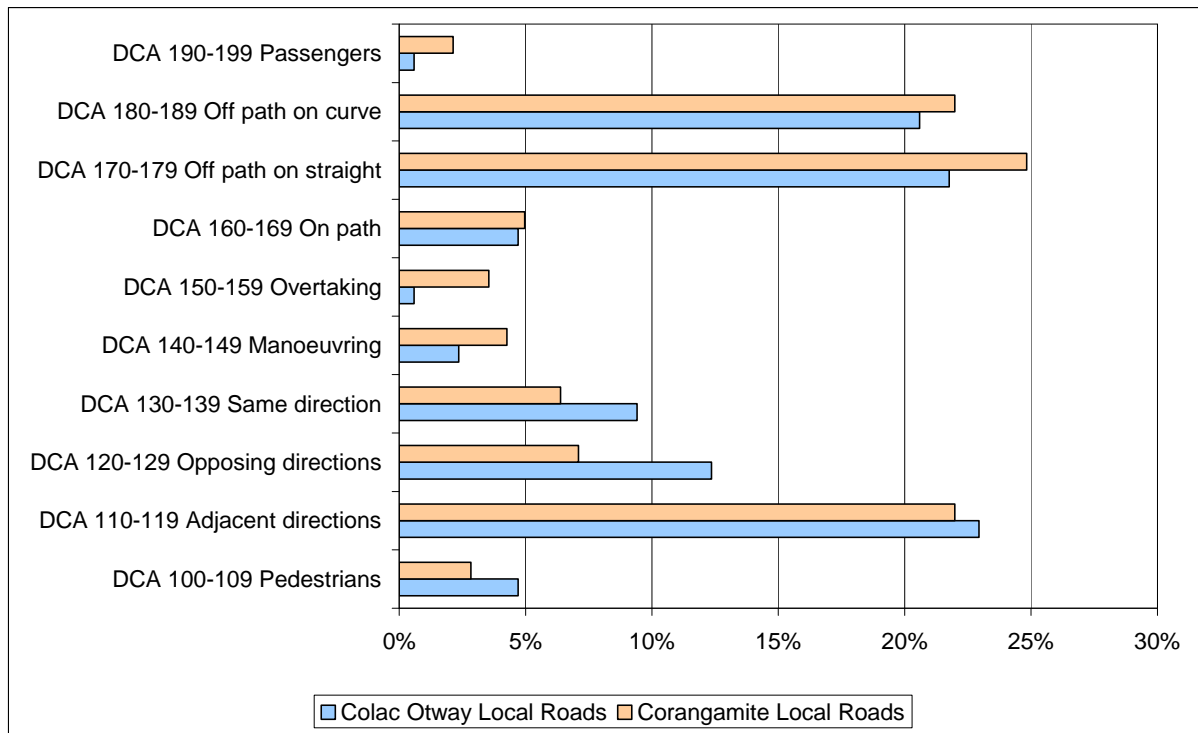
### 2.1.2 Corangamite & Colac Otway Shires Local Road Crash Types

The DCA crash classification groupings<sup>11</sup> that present as the most common for both Shires on local roads as shown in Figure 5 are:

- Crashes involving vehicles travelling in adjacent directions at intersections (DCA 110-119);
- Crashes that involved vehicles veering off path on a curve (DCA 180-189); and
- Crashes that involved vehicles veering off path on a straight (DCA 170-179).

These 3 types of crashes accounted for over two thirds of crashes within the 5 year analysis period on local roads.

**Figure 5: Corangamite and Colac Otway Shires DCA comparison of crashes occurring on local roads within the shires**



Refer to Appendix B for details on DCA crash types.

<sup>11</sup> Appendix B details specific DCA code classification details

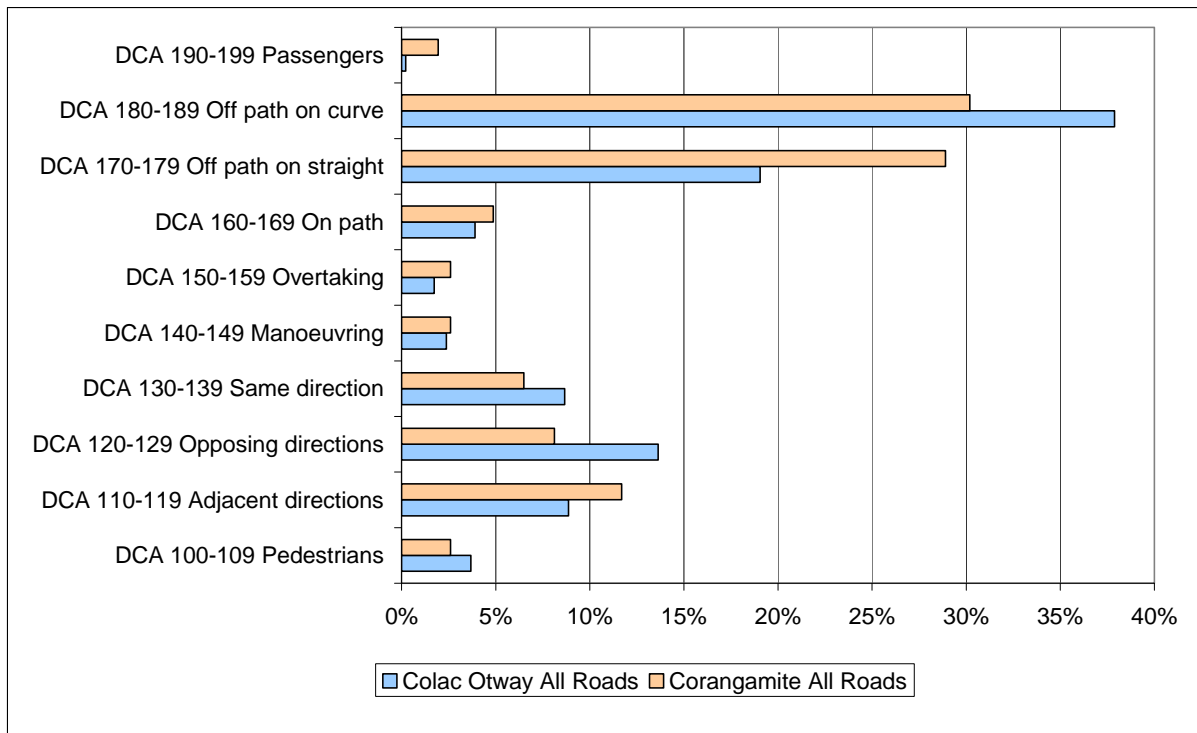


### 2.1.3 Corangamite and Colac Otway Shires All Roads Crash Types

The crash classifications that pose the most significant cause for concern on all roads throughout both Shires are crashes where vehicles veered ‘Off path on a curve’ or ‘Off path on a straight’. These crashes comprise over 50% of all crashes within the two Shires. Road users are more likely to be involved in a crash with vehicles travelling in adjacent directions at intersections on local roads than on main roads. Vehicle movements are more concentrated at these sites, on local roads, and the number of intersections is greater resulting in an elevated contribution from this classification.

Figure 6 displays the high concentration of crashes that are attributed to vehicles leaving the carriageway on either a straight or curved section. Crashes that occurred on local roads within the two Shires were generally more likely to involve an interaction with another vehicle whereas crashes on main roads are mostly caused by a loss of control by the driver of the vehicle.

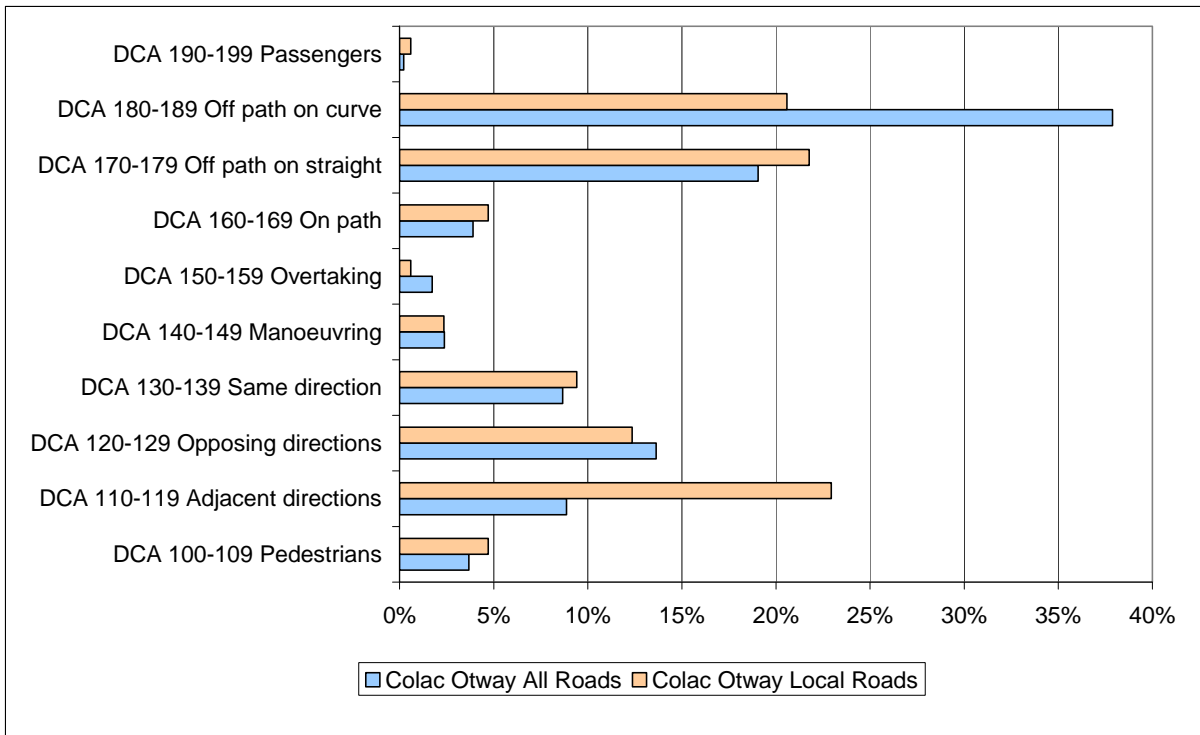
**Figure 6: Corangamite and Colac Otway Shires DCA comparison of crashes occurring on all roads within the shires**



Refer to Appendix B for details on DCA crash types.

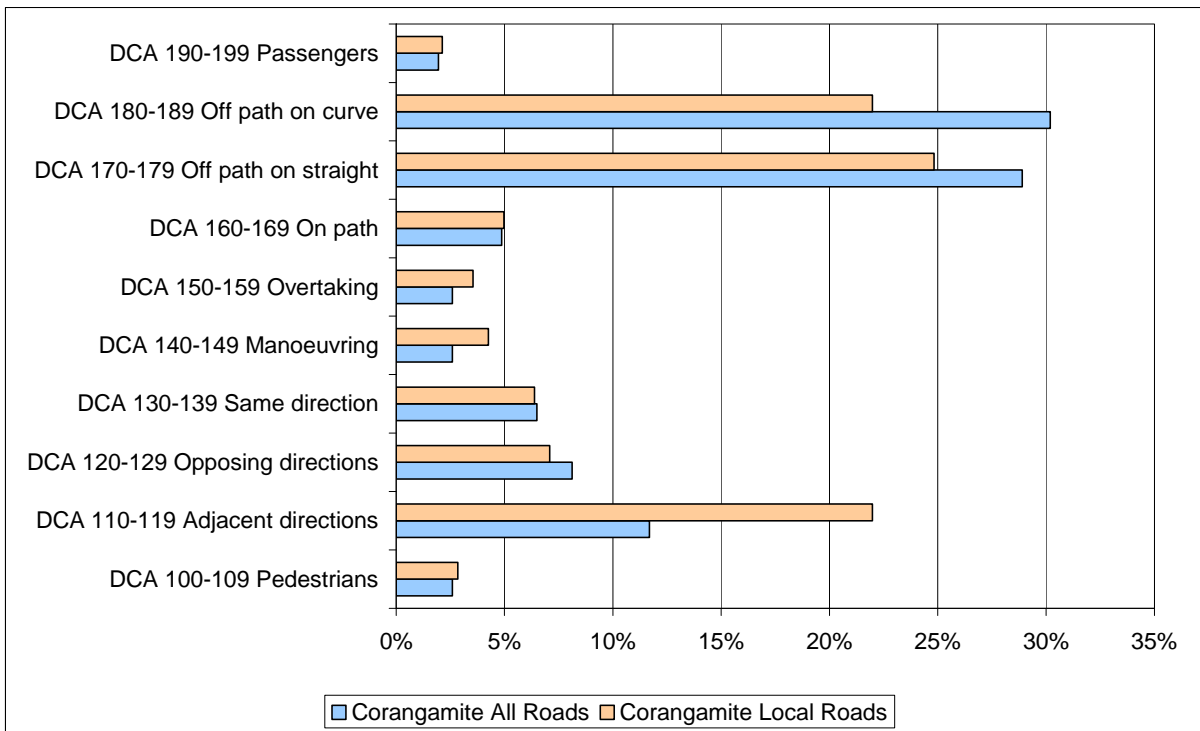
Figure 7 and Figure 8 compare local road and all roads for each of the shires.

**Figure 7: Colac Otway Shire DCA comparison of crashes occurring on all roads and local roads**



Refer to Appendix B for details on DCA crash types.

**Figure 8: Corangamite Shire DCA comparison of crashes occurring on all roads and local roads**



Refer to Appendix B for details on DCA crash types.

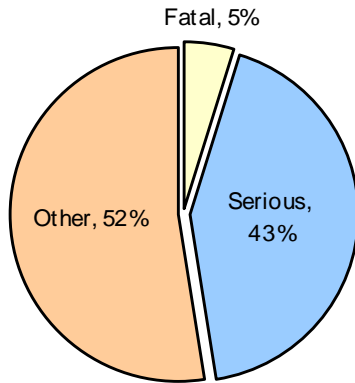
## 2.2 Key Crash Facts

### 2.2.1 Crash severity comparison

VicRoads CrashStats data classifies the severity of a crash into three categories relating to the impact on the crash participants, namely other injury, serious injury and fatal.

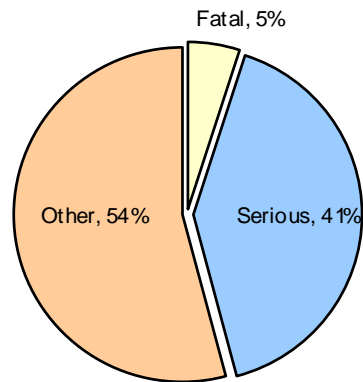
**Figure 9: Colac Otway - All roads**

Total crashes: 462



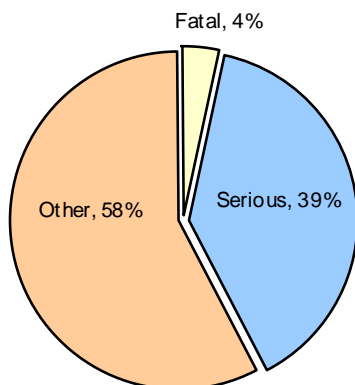
**Figure 10: Corangamite - All roads**

Total crashes: 308



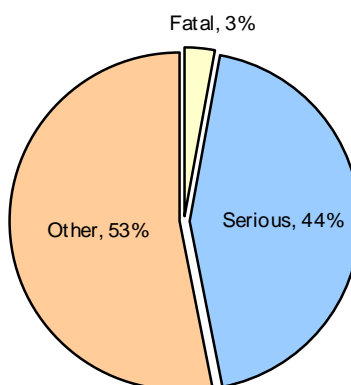
**Figure 11: Colac Otway - Local roads**

Total crashes: 170



**Figure 12: Corangamite - Local roads**

Total crashes: 141



The data shows that although the number of crashes decreases substantially on local roads compared to main roads, the chances of being involved in a fatal crash on local roads decreases only marginally. Crashes on main roads are more likely to involve vehicles travelling at greater speeds resulting in more severe crashes.

### 2.2.2 Injured crash participants by Age and Gender

The age group that presented as the most vulnerable to being injured in a road crash across both Shires was between the ages of 18 to 21. In all four categories participants aged 18 years were the most likely to be injured in a crash making up 4-8% of total participants. Elderly drivers aged 60 plus attributed, on average, 10% to the total number people injured in road crashes within the Colac Otway and Corangamite Shires.

Figure 13: Corangamite Shire Age Profile – All Roads

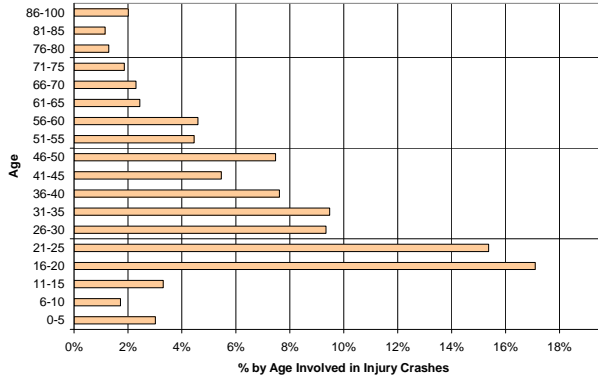


Figure 14: Colac Otway Shire Age Profile - All Roads

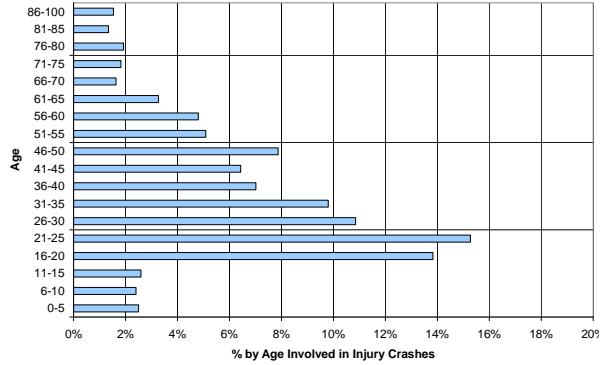


Figure 15: Corangamite Shire Age Profile - Local Roads

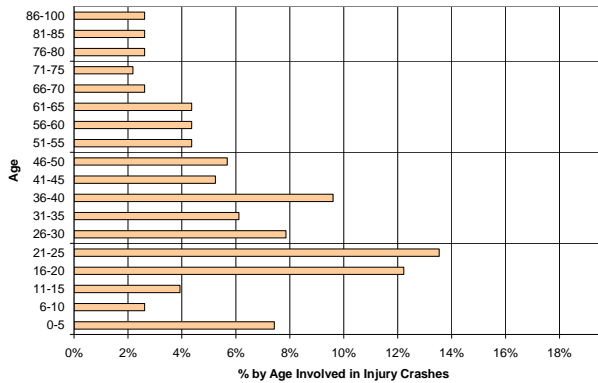
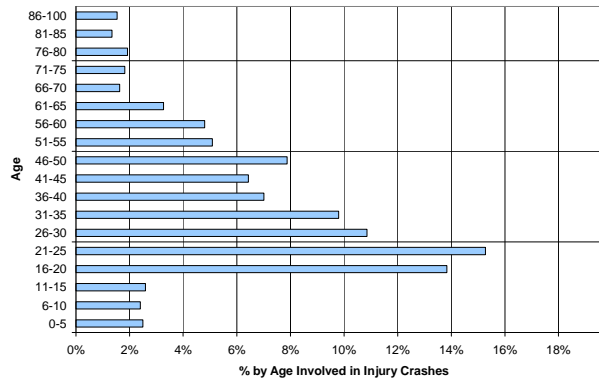


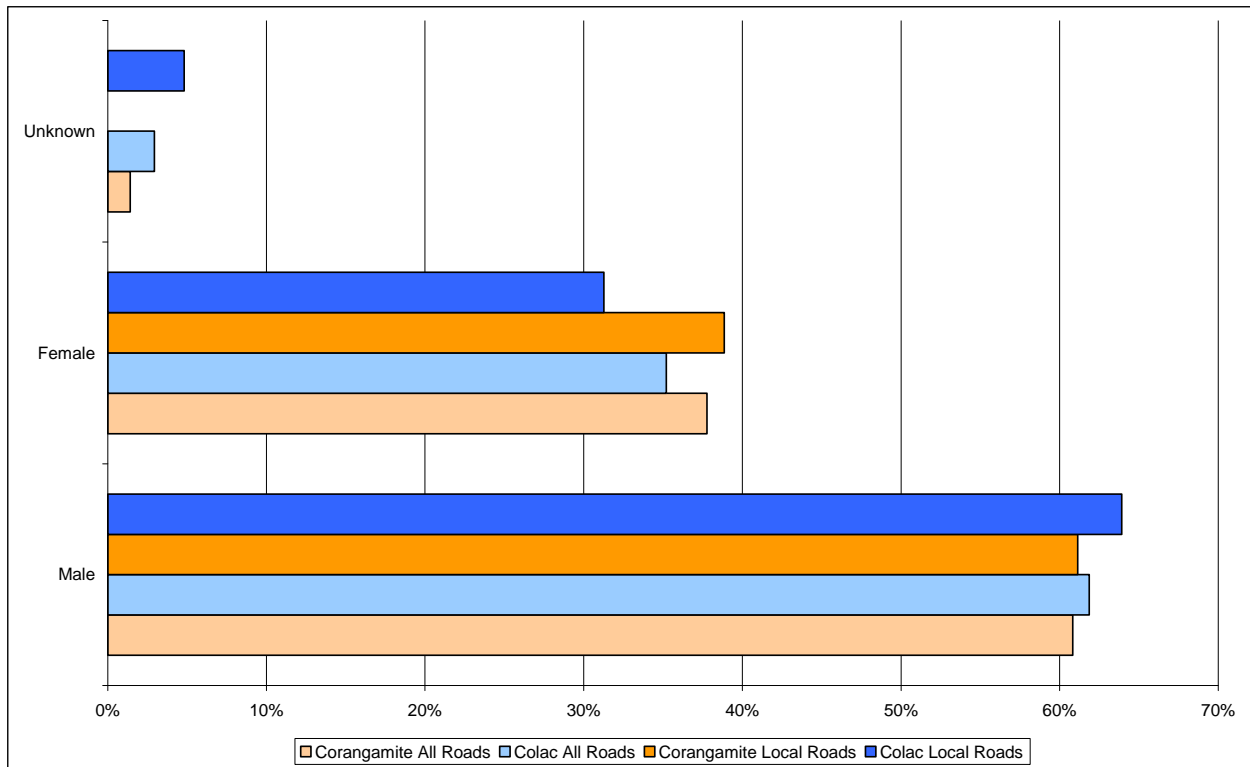
Figure 16: Colac Otway Shire - Local Roads



The analysis shows that under 18's were also significantly at risk making up approximately ten percent of the total casualties. These road users are not licensed drivers. As with aged casualties, it would generally be expected that they would participate in fewer car trips and thus their chance of being involved in a road crash might be reduced. However, their high involvement in casualty crashes may be attributable to their involvement as pedestrians or cyclists, where they are more at risk of injury. As the figures above show there is a sharp increase in the chance of injury for participants aged 18 and over, which coincides with the legal licensing age.

Male road users were almost twice as likely as females to be injured in road crashes that occurred during the 5 year analysis period as shown in Figure 17. Males were markedly more likely than females to be injured in the 'high risk' age bracket of 18-21. Males 18 years were undoubtedly the most 'at risk' of being injured in a road crash in both Shires.

**Figure 17: Injured Road Users by Gender**



### 2.2.3 Reported road and lighting conditions

Road conditions impact significantly on the type and severity of road crashes. Analysis of the CrashStats data for Colac Otway and Corangamite Shires shows that the majority of crashes occur under adequate lighting conditions during the day and when the road is dry, especially on local roads.

**Table 3: Comparison of reported road conditions at the time of the crash**

|                           | Road Conditions |     |       |         |
|---------------------------|-----------------|-----|-------|---------|
|                           | Wet             | Dry | Muddy | Unknown |
| Colac Otway - All Roads   | 21%             | 77% | 1%    | 1%      |
| Corangamite - All Roads   | 20%             | 79% | 1%    | 1%      |
| Colac Otway - Local Roads | 17%             | 81% | 2%    | 1%      |
| Corangamite - Local Roads | 19%             | 79% | 1%    | 1%      |

**Table 4: Comparison of reported road lighting conditions at the time of the crash**

|                           | Lighting Conditions |      |      |
|---------------------------|---------------------|------|------|
|                           | Day                 | Dark | Dusk |
| Colac Otway - All Roads   | 78%                 | 15%  | 7%   |
| Corangamite - All Roads   | 69%                 | 21%  | 10%  |
| Colac Otway - Local Roads | 77%                 | 16%  | 7%   |
| Corangamite - Local Roads | 73%                 | 18%  | 9%   |

## 2.2.4 Distribution of objects struck in road crashes

Crashes with trees account for the majority of objects struck by road users within the two Shires as illustrated by Figure 18. It is common on minor roads throughout the shire that vegetation adjacent to the carriageway runs very close to the road, often encroaching on the shoulder as shown in Figure 19 and Figure 21.

Figure 18: Comparison of objects struck in road crashes

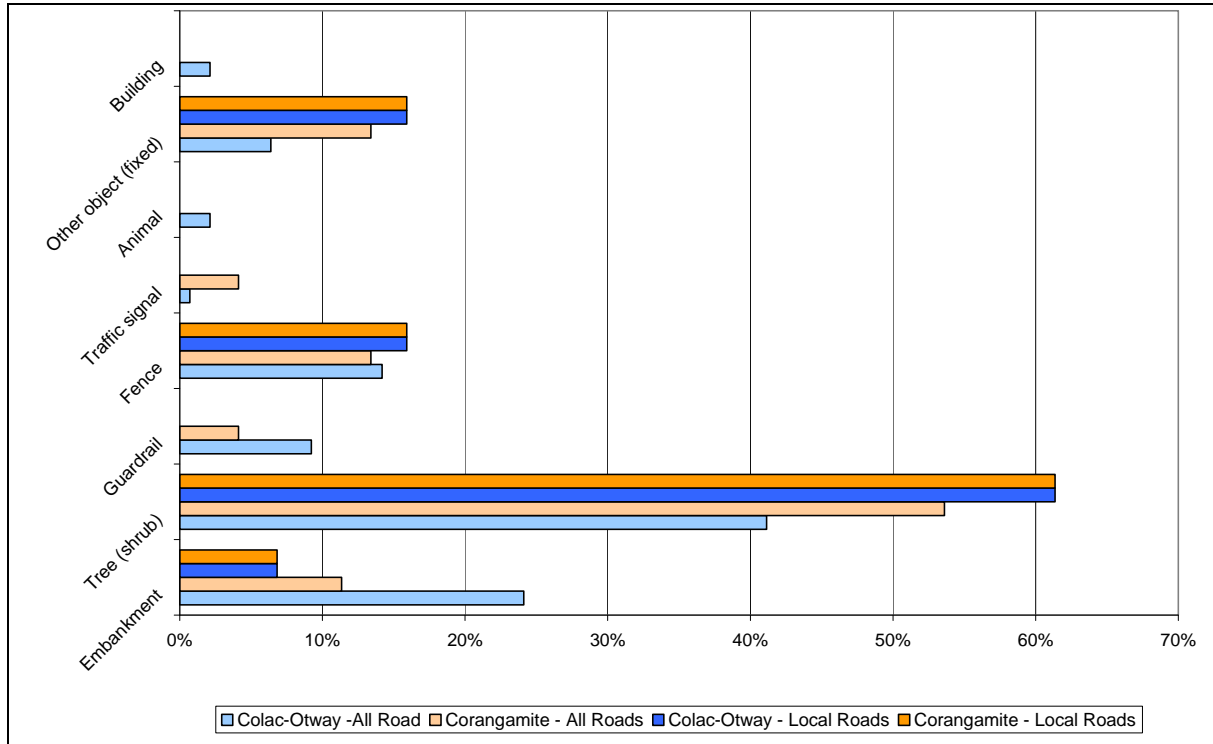


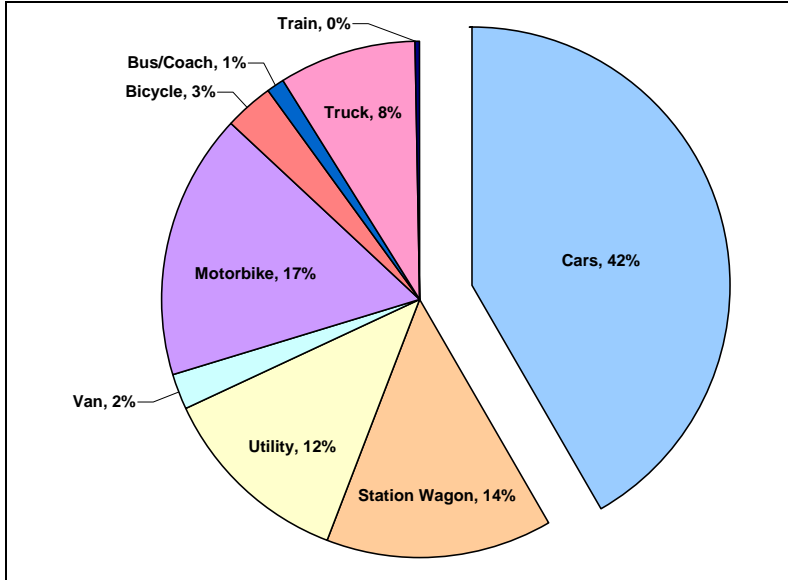
Figure 19: Timboon Curdievale Road site photo



## 2.2.5 Vehicle types involved in road crashes

An analysis of the types of vehicles involved in road crashes showed that the vast majority of road crashes involved cars. Figure 20 shows the average of all roads for both shires for vehicles involved in road crashes. This shows that standard vehicles (cars, station wagons, utilities and vans) account for approximately 70% of all vehicles involved in road crashes.

Figure 20: Vehicles involved in road crashes



More analysis on the involvement of some of these road users in road crashes is provided in Section 2.4.

## 2.3 High Crash Locations/Routes

Some sites on local roads within the two Shires pose an increased risk to road users and have recorded multiple crashes during the analysis period. Such sites are highlighted as requiring specific treatments to address the problems that are evident in the data.

### 2.3.1 Old Port Campbell Road

Old Port Campbell Road (a local road), a short distance from Cobden, within the Corangamite Shire has the crash data shown in Table 5.

Table 5: Old Port Campbell Road crash statistics

| Location                                                                | Crash classification (DCA)            | Road conditions | Date       |
|-------------------------------------------------------------------------|---------------------------------------|-----------------|------------|
| On Old Port Campbell Rd. (505m S) between Gribbles Rd. and Trotters Rd. | 183 Off left bend into object         | Dry, Dark       | 7/11/2003  |
| On Old Port Campbell Road (175mSE) between Beatons Rd. and Clarkes Rd.  | 173 Right off carriageway into object | Dry, Day        | 23/06/2004 |
| On Old Port Campbell Road (450m NW) near to Beatons Road                | 181 Off right bend into object        | Dry, Dark       | 28/05/2005 |
| On Old Port Campbell Rd. (200mS) near to Gribbles Rd.                   | 181 Off right bend into object        | Dry, Dark       | 11/08/2006 |

Refer to Appendix B for details on DCA crash types.



The surface of the road is generally in reasonable condition and not likely to have contributed to the crashes at this site. The classification of crashes recorded on this road relate to loss of control resulting in the vehicle leaving the carriageway in either the left or right direction and colliding with an object on the side of the road. The clear zone provided along this stretch of road is minimal with trees and shrubbery frequently abutting the bitumen. It should also be noted that three of the four crashes occurred during dark lighting conditions. Road delineation through the implementation of reflectorised guide posts and RRPM's would aid road users who may have difficulty distinguishing the extents of the carriageway, particularly at night when poor road delineation poses the greatest risk. Embankment treatment combined with establishing a more defined clear-zone would also contribute to improved safety for road users on Old Port Campbell Road.

**Figure 21: Old Port Campbell Road**



**2.3.2 Other Local Roads**

Other local roads within the two shires that have recorded multiple crashes are shown in Table 6. Local roads that intersect with the arterial roads Princes Highway West and the Great Ocean Road feature prominently and would benefit from targeted treatment measures. Colac-Lavers Hill Road and Colac-Forrest Road are busy arterial roads that run through the town of Colac and intersect with a number of local roads. Crashes on these roads are at low speeds and involve interactions of turning vehicles, only three of the 22 incidents resulted in serious injury. Similarly the crashes that occurred within the Corangamite shire took place within close proximity to the township of Cobden. Three crashes on these roads resulted in serious injuries. There was one fatality that occurred at the intersection of Cobden South-Ecklin Road in 2005.

**Table 6: Crashes on local roads – Colac Otway and Corangamite Shires**

| Location                                 | Number of crashes Colac Otway | Number of crashes Corangamite |
|------------------------------------------|-------------------------------|-------------------------------|
| Intersecting with Cobden-Terang Road     | -                             | 8                             |
| Intersecting with Camperdown-Cobden Road | -                             | 9                             |
| Intersecting with Colac Forrest Road     | 8                             | -                             |
| Intersecting with Colac-Lavers Hill Road | 14                            | -                             |
| Intersecting with the Great Ocean Road   | 9                             | 9                             |
| Intersecting with Princes Highway West   | 20                            | 14                            |



### 2.3.3 All Roads

Analysis of the Crash-Stats data for crashes on all roads within both Shire reveals the crash locations that represent the most significant risk to road users. These sites are shown in Table 7 and Table 8 for Colac Otway and Corangamite Shires respectively, which are all arterial roads. Both tables show that the Great Ocean Road is a high-crash route and poses the greatest hazard. The Great Ocean Road carries a significant number of tourist vehicles and the high volumes are reflected in the CrashStats data. The most common type of crash along these high-crash routes is consistent with those experienced across the broader Shires and involves vehicles veering off the carriageway. Interestingly, in Colac Otway Shire 55% of the crashes on the Great Ocean Road involved a motorcycle. This is mainly due to the Great Ocean Road being a scenic route, continuous curves and very popular motorcycle riders for these reasons. Hence the increased number of motorcycles riding on this road and travelling at speeds inappropriate for the conditions. The Princes Highway West also carries a high volume of traffic and as such recorded the second highest number of crashes in both Shires during the analysis period.

**Table 7: High Crash Roads Colac Otway Shire – Arterial Roads**

| Location                | Crash classifications category                                                                                                 | Number of crashes |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Great Ocean Road        | Pedestrians, Opposing directions, Same direction, Manoeuvring, Overtaking, On-path, Off-path on straight and Off-path on curve | 139               |
| Princes Highway West    | Pedestrians, Opposing directions, Same direction, Manoeuvring, Overtaking, On-path, Off-path on straight and Off-path on curve | 75                |
| Colac-Lavers Hill Road  | Pedestrians, Opposing directions, , On-path, Off-path on straight and Off-path on curve                                        | 56                |
| Forrest Apollo Bay Road | Manoeuvring, Off-path on straight and Off-path on curve                                                                        | 21                |
| Birregurra-Forest Road  | Adjacent directions and Off-path on curve                                                                                      | 11                |
| Timboon-Colac Road      | Same direction, Overtaking and Off-path on straight                                                                            | 10                |
| Skenes Creek Road       | Opposing directions, Same direction, On-path and Off-path on curve                                                             | 10                |

**Table 8: High Crash Roads Corangamite Shire – Arterial Roads**

| Location                  | Crash classifications category                                                                                                                      | Number of crashes |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Great Ocean Road          | Pedestrians, Adjacent directions, Opposing directions, Same direction, Manoeuvring, Overtaking, On-path, Off-path on straight and Off-path on curve | 44                |
| Princes Highway West      | Adjacent directions, and Same direction                                                                                                             | 37                |
| Cobden-Port Campbell Road | Opposing directions, Off-path on straight, Off-path on curve and Passengers & Miscellaneous                                                         | 24                |
| Cobden-Warrnambool Road   | Off-path on straight and Off-path on curve                                                                                                          | 15                |
| Camperdown-Lismore Road   | Opposing directions, Same direction, Off-path on straight, Off-path on curve and Passengers & Miscellaneous                                         | 15                |
| Timboon -Nullawarre Road  | Same direction, Off-path on straight and Off-path on curve                                                                                          | 13                |
| Lavers Hill-Cobden Road   | Same direction, Manoeuvring, Off-path on straight and Off-path on curve                                                                             | 12                |

## 2.4 Specific Road Users

### 2.4.1 Crashes involving trucks

In the five years from 1 January 2003 to 31 December 2007 there were a total of 28 and 40 reported crashes involving trucks within the Colac Otway and Corangamite shires respectively.

- More than half of the crashes involving heavy vehicles in each of the shires resulted in either a fatality or serious injury.
- Crashes involving heavy vehicles within each of the shires accounts for 6% of the total number of crashes for Colac Otway shire and 13% for Corangamite shire.
- In Corangamite Shire, 15% of crashes involving a heavy vehicle resulted in a fatality, while in Colac Otway Shire approximately 11% of heavy vehicle crashes caused fatalities.
- The main type of crash that was prevalent for truck crashes was loss of control crashes (DCA 170-189), which accounted for nearly half of the truck crashes.
- More than half of the crashes for either shires occurred when a truck hit another vehicle/object rather than another vehicle hitting the truck. That said, when a vehicle hit a truck the majority were serious or fatal crashes.

**Table 9: Crashes involving heavy vehicles - Colac Otway Shire**

| Road Type   | Number of fatal truck crashes | Number of serious injury truck crashes | Number of other injury truck crashes | Total Truck Crashes |
|-------------|-------------------------------|----------------------------------------|--------------------------------------|---------------------|
| Local Roads | 2                             | 2                                      | 7                                    | 11                  |
| Main Roads  | 1                             | 9                                      | 7                                    | 17                  |
| Total       | 3                             | 11                                     | 14                                   | 28                  |

**Table 10: Crashes involving heavy vehicles - Corangamite Shire**

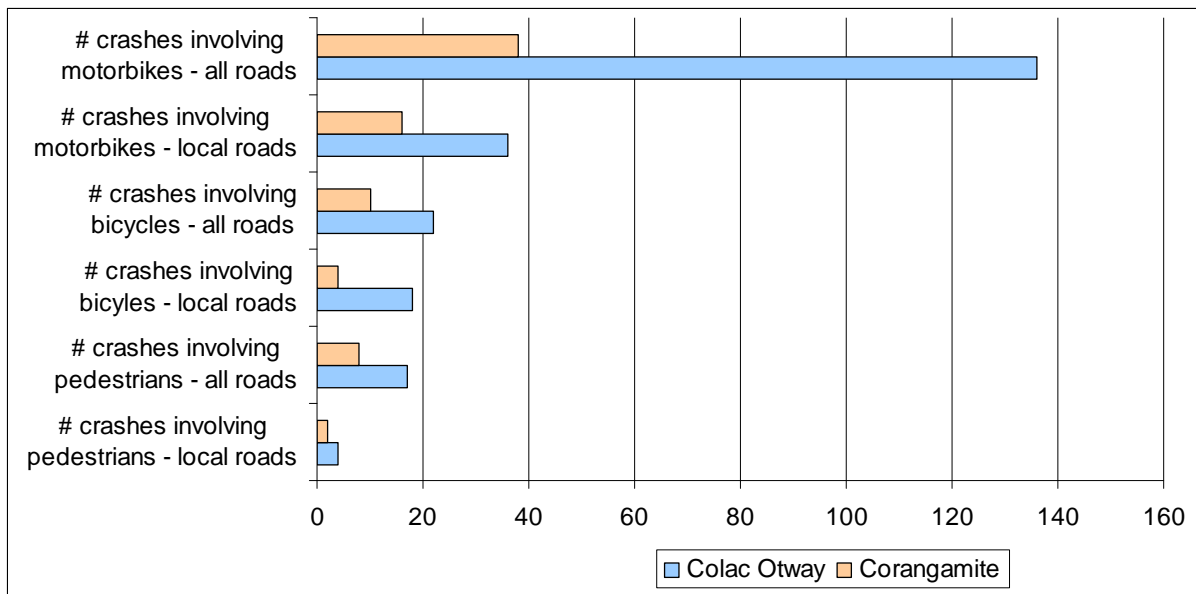
| Road Type   | Number of fatal truck crashes | Number of serious injury truck crashes | Number of other injury truck crashes | Total Truck Crashes |
|-------------|-------------------------------|----------------------------------------|--------------------------------------|---------------------|
| Local Roads | 2                             | 9                                      | 9                                    | 20                  |
| Main Roads  | 4                             | 7                                      | 9                                    | 20                  |
| Total       | 6                             | 16                                     | 18                                   | 40                  |

These figures demonstrate how important it is to address truck related crashes, given the very high rate of fatality crashes and the fact that local roads used by timber trucks are narrow winding roads and it is a mix of traffic.

### 2.4.2 Impacts on vulnerable road users: motorcycles, bicycles and pedestrians

A summary of the total number of crashes involving motorcycles, bicycles and pedestrians is shown in Figure 22.

**Figure 22: Number of crashes involving vulnerable road users (1 January 2003 to 31 December 2007)**



A high proportion of the pedestrians involved in crashes were male where there were only two female pedestrians for Corangamite and three female pedestrians for Colac Otway. For pedestrians under the age of 15 there were two pedestrian crashes in Colac Otway and three pedestrian crashes in Corangamite. There were also a high number of pedestrians 60 years and over, Colac Otway had five pedestrian crashes and Corangamite had one pedestrian crash.

It is interesting to note that crashes on main roads involving motorcycles in the Colac Otway Shire represents 29% of the total number of main road crashes in the Shire. 57% (or 77 out of a total of 136 motorbike crashes) occurred on the Great Ocean Road, highlighting the attraction (and also danger) of this route for these road users.

### 2.4.3 Crashes involving railway level crossings

Three reported crashes with trains occurred within the study period across both shires. Two of these incidents resulted in fatalities.

Corangamite shire reported two crashes at the sites listed below:

- Vite Vite Road near Factory Road, Derinallum; and
- Camperdown-Lismore Road between Brown Street and Lismore Station Road (45m North East of Lismore Station Road).

The crash at Vite Vite Road is located close to the town of Lismore and resulted in a serious injury.

Just one crash occurred within the Colac Otway shire on a local road - Barpinba-Poorneet Road between Hamilton Highway and Poorneet Station Road (17m North East of Poorneet Station Road), Wingeel. This crash resulted in a fatality.

The crash that occurred on Vite Vite Road, Derinallum took place in April 2005. Works completed at the level crossing of this site in February 2008 upgraded the intersection to include flashing lights and electronic bells. Previously only warning signage had provided forewarning of the crossing for motorists and pedestrians. The upgrade was completed as part of a program by the State Government to boost railway safety which may focus on other sites that present a significant risk such as those listed above.

**Table 11: Railway level crossing road control distribution**

| Road control type         | Number within Colac Otway Shire | Number within Corangamite Shire |
|---------------------------|---------------------------------|---------------------------------|
| Flashing Lights           | 14                              | 9                               |
| Give-way Signs            | 8                               | 14                              |
| Stop Signs                | 1                               | 2                               |
| Boom Barriers             | 1                               | 2                               |
| Position Markers          | 0                               | 2                               |
| Total number of crossings | 24                              | 29                              |

There are a total of 24 railway level crossings within the Colac Otway Shire and 29 in the Corangamite Shire. The most prevalent road control measure used within the Colac Otway Shire is flashing lights. Flashing lights are used broadly throughout the Corangamite Shire, however give-way signs are the most common form of control.

## 2.5 Statewide Comparison of Colac Otway and Corangamite Shires versus other Rural Shires

In order to determine how the Shires rate in the broader region, the number of crashes within Colac Otway and Corangamite Shires were compared against crash numbers in 45 surrounding rural Victorian Shires. Appendix A shows that the Colac Otway Shire ranks 31<sup>st</sup> for total number of crashes and Corangamite ranks 24<sup>th</sup> (with 1 being the highest and therefore the worse site). When the population, as at June 2007, was taken into consideration to produce a crash rate per head of population both Shires rankings decreased (and therefore improved) with 40<sup>th</sup> for Colac Otway and 31<sup>st</sup> for Corangamite.

**Table 12: Shire Ranking Summary from 45 Rural Victorian Shires**

| Shire       | Total crash ranking – All roads | Total crash ranking – Local roads | Crash ranking per head of population – All roads | Crash ranking per head of population – Local roads |
|-------------|---------------------------------|-----------------------------------|--------------------------------------------------|----------------------------------------------------|
| Colac Otway | 31                              | 23                                | 40                                               | 25                                                 |
| Corangamite | 24                              | 17                                | 31                                               | 17                                                 |

Rankings for Corangamite were higher than Colac Otway Shire in all categories reflective that the Shire covers a greater land area (of an additional 1,200 square kilometres). However Corangamite Shire has approximately 4,000 fewer residents. This could be reflective that additional traffic and crashes are partly generated by tourists and through traffic volumes on the road network, and therefore crash generation may not necessarily be a factor of population, but of total traffic flows.

Interestingly, the crash ranking were also far higher when only local roads were considered, highlighting that these shires need to focus funding towards addressing local crash issues.

## 2.6 Other Crash Factors

Other contributory factors which cannot be determined from CrashStats includes drink driving, fatigue and speed related crashes. The Victorian Governments '*arrive alive 2008-2017*' road safety strategy indicates a percentage of crashes which can be attributed to these crashes:

- Drink driving contributes up to 30% of driver and rider deaths on Victoria's roads each year<sup>12</sup>. On a per head basis, motorists on country roads are more than twice as likely to be killed in drink driving crashes compared to motorists on Melbourne roads<sup>12</sup>.
- The incidence of driver related fatigue on country roads is particularly high when compared to metropolitan roads. It is estimated that fatigue is a factor in 20% of driver deaths on Victoria's roads each year<sup>12</sup>. Drivers on the road during the hours between 2am and 4am are three times more likely to be involved in a crash than those travelling from 12pm to 2pm. Heavy vehicle operators, who frequently operate at these times, are at particular risk and are estimated to be involved in twice as many fatigue related crashes as other vehicles.
- Speeding impacts both the frequency and severity of road crashes across all road types and locations. Speeding contributes to over 30% of fatalities on Victorian roads each year<sup>12</sup>.

## 2.7 Summary of Key Crash Types

The key crash types for both shires were run-off road crashes which involved vehicles travelling off the carriageway on either a straight or curved section of road. When a vehicle came off the carriageway a tree (or shrub) was the most commonly hit object. The other main crash type was vehicles from adjacent directions at intersections on local roads only.

The age group that was involved in the most crashes were people aged between 16 years and 25 years. Of the pedestrians involved in crashes the clear majority were male.

Motorcycles and trucks were also over represented in crashes but cars, station wagons, vans and utility vehicles covered the majority of vehicles involved in a crash.

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<sup>12</sup> Victoria's Road Safety Strategy: Arrive Alive 2008-2017

## 3.0 Road Safety Goals and Strategies

### 3.1 Development of Road Safety Goals and Strategies

Priorities for road safety action in Colac Otway and Corangamite Shires (CO&C) have been developed based on consideration of a number of sources including:

- Local crash statistics (VicRoads CrashStats Data)
- A Key Stakeholder Workshop
- Review of State-wide and local priorities and policy, including Victoria's Road Safety Strategy arrive alive!

The priorities that have been developed are therefore based on a combination of:

- Objective analysis of what has happened in the past
- Subjective concerns in the local community about what may happen in the future
- Opportunities to target specific groups of people in particular settings, such as different road user groups

The identified priorities address three critical elements which are: safer road users, safer infrastructure and safer vehicles. The following identifies strategies which could be implemented to improve road safety for each of the three elements.

#### 3.1.1 Safer Road Users

##### Drink/drug driving

**GOAL: To reduce the number of people drinking/taking drugs and driving by educating the community about the risks involved.**

Drink/drug driving contributes to approximately 30% of all crashes and these drivers are more than twice as likely to crash on Victorian country roads as Melbourne roads. To achieve this goal education of the community is provided as well as being controlled by enforcement.

**Table 13: Drink/drug driving Key Actions**

| Issues        | Actions                                                                                                     | Lead Agency | Partners                                                                                    | Outcomes                                                                                                                           |
|---------------|-------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Drink driving | Encourage liquor license holders to promote responsible serving of alcohol.                                 | CO&C        | Sporting Clubs<br>Drink suppliers<br>Licensed Clubs Association<br>TAC                      | Responsible approach adopted by licensed venue operators to encourage consumption of low alcohol content and non alcoholic drinks. |
|               | Advocate the restriction of alcohol advertising, particularly those surrounding sporting and social venues. | CO&C        | Sporting Clubs<br>Drink suppliers<br>Licensed Clubs Association<br>Colac Liquor Association |                                                                                                                                    |
|               | Maximise the effectiveness of police enforcement activities.                                                | Police      | CO&C                                                                                        | Reduce the number of drivers driving                                                                                               |

| Issues                | Actions                                                                                                                                                                                                                  | Lead Agency | Partners                                                           | Outcomes                       |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------|--------------------------------|
|                       | Encourage the introduction of breath testing machines at licensed outlets.                                                                                                                                               | CO&C        | Police<br>Sporting Clubs<br>Licensed Clubs Association             | under the influence of alcohol |
|                       | Encourage designated driver programs and providing patrons with free non-alcoholic beverages.                                                                                                                            | RoadSafe    | Police<br>CO&C<br>Sporting Clubs<br>Licensed Clubs Association     |                                |
|                       | Promote the consumption of low-alcohol drinks at licensed venues.                                                                                                                                                        | RoadSafe    | CO&C<br>Sporting Clubs<br>Licensed Clubs Association               |                                |
|                       | Promote the introduction of interlock devices for repeat drink driving offenders and young drivers. Encourage vehicle manufacturers to consider the implementation of interlock devices into the design of new vehicles. | VicRoads    | Police<br>CO&C<br>TAC                                              |                                |
|                       | Encourage the availability of taxis and information on taxi booking hire at licensed venues                                                                                                                              | RoadSafe    | CO&C<br>Taxi Association                                           |                                |
|                       | Encourage drivers who are over the limit to keep cars parked overnight at venues (i.e. no parking restrictions and good lighting)                                                                                        | CO&C        | RoadSafe                                                           |                                |
| Drug affected driving | Maximise enforcement through increased roadside saliva testing.                                                                                                                                                          | Police      | CO&C<br>Australian Drug Foundation<br>Hospitals<br>VicRoads        |                                |
|                       | Education of drivers to better understand the risks associated with driving under the influence of drugs.                                                                                                                | RoadSafe    | CO&C<br>Australian Drug Foundation<br>Hospitals<br>TAC<br>VicRoads |                                |
|                       | Investigate the potential for introducing drug interlock devices in vehicles, particularly long haul trucks and fleet vehicles.                                                                                          | VicRoads    | CO&C<br>Australian Drug Foundation<br>TAC<br>Police                |                                |
|                       | Maximise blood tests of crash causalities at hospitals.                                                                                                                                                                  | Hospitals   | Police<br>CO&C                                                     |                                |

## Fatigued driving

**GOAL: To reduce the number of people attempting to drive while they are fatigued by informing the community of ways to reduce fatigue and providing adequate areas for drivers to pull over and recover.**

Fatigued drivers are mainly prevalent on rural roads due to the high probability of long travel journeys. There are three ways to reduce the occurrence of crashes due to fatigued drivers, namely: education, providing adequate rest stops and vehicle technology. Education is the important factor to reduce fatigued drivers and there are a number of strategies state-wide and locally to help educate the community. Rest stops are discussed below. New technology is currently being developed which can alert the driver when they seem to be falling asleep at the wheel.

**Table 14: Fatigued driving Key Actions**

| Issues                 | Actions                                                                                                                                                                                              | Lead Agency     | Partners                              | Outcomes                                                                                |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|-----------------------------------------------------------------------------------------|
| Rest stops on highways | Increase the frequency of rest stops on major roads. Improve facilities on the Princes and Hamilton Highways and the Great Ocean Road.                                                               | VicRoads        | Road Safe                             | Increase the number of vehicles using rest stops, particularly heavy vehicle operators. |
| Driver rest breaks     | Increase fatigue awareness and promotion of the 'drowsy drivers' campaign.                                                                                                                           | RoadSafe        | CO&C<br>VicRoads<br>RACV              | Improve the awareness of the impact of fatigue on fatal crashes.                        |
|                        | Encouraging the development of in-vehicle technologies that identify the onset of fatigue and alert the driver.                                                                                      | VicRoads        | CO&C<br>RACV<br>Vehicle manufacturers | Decrease incidence of fatigue related crashes.                                          |
|                        | Introduce chain of responsibility laws to ensure that commercial operators limit the number of continuous hours spent behind the wheel by drivers. Particularly focusing on heavy vehicle operators. | Fleet operators | VicRoads<br>RACV<br>CO&C<br>RoadSafe  |                                                                                         |
|                        | Ensure driver rest areas provide participants with an acceptable level of safety to encourage power napping and driver revival.                                                                      | VicRoads        | CO&C<br>Police                        |                                                                                         |



## Excessive speed driving

**GOAL: To reduce the number of vehicles travelling at inappropriate speeds for the environment by educating the community of the risks, providing appropriate environments and enforcing the speed limit.**

Excessive speed contributes to approximately 30% of all crashes. Statistics show that increasing the speed of the vehicle exponentially increases the risk of being involved in a crash. Therefore a slight reduction in speed can dramatically reduce the risk of being in a crash. To reduce vehicles speeds, drivers need to be educated in the appropriate speed to be travelling for different situations and the risks that are involved at travelling at higher speeds.

**Table 15: Excessive Speed driving Key Actions**

| Issues                         | Actions                                                                                                                                                                             | Lead Agency                                 | Partners                                  | Outcomes                                                                                 |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------|
| Speeding and high risk driving | Implement speed limit reductions based on the risk presented at specific sites, i.e. Road sections that have recorded a high number of crashes are given priority for treatment.    | CO&C (local roads)<br>VicRoads (main roads) | VicRoads<br>Schools<br>Roadsafe<br>Police | Reduce the impacts of high risk driving and speeding.<br>Reduce the severity of crashes. |
|                                | Distribute messages about safe operation of a vehicle under varied road conditions. Utilise media publicity, highway signs and barriers and distribution of information at schools. | RoadSafe                                    | CO&C<br>VicRoads<br>RoadSafe              |                                                                                          |
|                                | Promote the installation of speed limiting devices and intelligent speed assist (ISA) in vehicles.                                                                                  | VicRoads                                    | CO&C<br>Vehicle manufacturers             |                                                                                          |
|                                | Promote greater compliance with the speed limit through enforcement, education and road safe speed machine.                                                                         | Police                                      | VicRoads<br>RoadSafe<br>CO&C              |                                                                                          |

## Young Drivers

**GOAL: Reduce the number of crashes involving young drivers by educating them on the risks involved with driving and ways to reduce the risks.**

Young drivers (18 years to 25 years) were involved in 29% of the crashes for Colac Otway and 37% for Corangamite Shires. Victoria wide young drivers represent over 25% of driver fatalities but only represent 13% of licensed drivers. Young drivers are inexperienced, risk takers and easily distracted by passengers therefore need to be educated on the risks involved while driving a vehicle. Education and regulations of licensing can help in the reduction of young drivers being involved in crashes.

**Table 16: Younger Road Users Key Actions**

| Issues                                      | Actions                                                                                                          | Lead Agency | Partners         | Outcomes                                                                                                                   |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------|------------------|----------------------------------------------------------------------------------------------------------------------------|
| Improving road safety of younger road users | Support information programs for younger drivers.                                                                | RoadSafe    | CO&C<br>VicRoads | Improve driver awareness and alertness of younger drivers.<br>Broaden awareness campaigns targeting inexperienced drivers. |
|                                             | Encourage further distribution of the 'HELP' message <sup>13</sup> to achieve reductions in the youth road toll. | RoadSafe    | CO&C<br>VicRoads |                                                                                                                            |
|                                             | Assist in delivering the 'Keys Please' information sessions to learner drivers and their parents.                | RoadSafe    | CO&C<br>VicRoads |                                                                                                                            |
|                                             | Promote the Graduated Licensing Schemes to assist inexperienced drivers to improve their driving skills.         | VicRoads    | CO&C<br>RoadSafe |                                                                                                                            |

### Older drivers

**GOAL: Reduce the number of crashes involving older drivers by educating them on their fitness to drive and other ways they can get stay mobile without driving.**

Older drivers (60 years plus) were involved in 12% of the crashes for Colac Otway and 11% for Corangamite Shires. Older drivers increase the severity of the crash as they are less likely to recover as well as a younger person. Education of drivers on their limits and refresher lessons can help in the reduction of older drivers being involved in crashes. Vehicle improvements which decrease the severity of the crash will also help with older drivers.

**Table 17: Mature Drivers (60+) Key Actions**

| Issues                               | Actions                                                                                        | Lead Agency | Partners                                      | Outcomes                                                                                                              |
|--------------------------------------|------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Mature aged driver road safety (60+) | Promote awareness of fitness to drive.                                                         | RoadSafe    | CO&C<br>VicRoads<br>TAC                       | Increase the number of participants in the programs.<br>Decrease the number of crashes involving mature aged drivers. |
|                                      | Provide road safety presentations at retirement villages.                                      | RoadSafe    | CO&C<br>VicRoads<br>Local retirement villages |                                                                                                                       |
|                                      | Encourage license retesting and refresher sessions.                                            | RoadSafe    | CO&C<br>VicRoads                              |                                                                                                                       |
|                                      | Support the RACV 'Years Ahead' program. Encourage older groups to participate in the sessions. | RACV        | CO&C<br>VicRoads                              |                                                                                                                       |

<sup>13</sup> TAC program

| Issues | Actions                                                                   | Lead Agency | Partners         | Outcomes |
|--------|---------------------------------------------------------------------------|-------------|------------------|----------|
|        | Promote and support the 'Keeping Safe and Mobile' program <sup>14</sup> . | RoadSafe    | CO&C<br>VicRoads |          |

## Motorcyclists

**GOAL: To reduce the number of motorcycles involved in crashes by educating motorcyclists and providing motorcycle friend road safety treatments.**

Motorcyclists represent 14% of all crashes on the roads but there are only 3% of all registered vehicles in Victoria. Motorcyclists were involved 21% of the crashes for Colac Otway and 12% for Corangamite Shires. Motorcycles have a high risk of hitting a road side hazard as when a rider falls off the motorcycle they need a long distance in which to stop. Motorcycle education for the riders and other drivers will help reduce the likelihood of them being involved in crashes. Infrastructure improvements that take motorcycles into account and providing motorcycle treatments along popular motorcycle routes can help reduce motorcycle crashes. Technology to improve motorcycles should be encouraged to reduce the severity of the crashes.

**Table 18: Motorcyclists Key Actions**

| Issues                                                          | Actions                                                                                                                                                                | Lead Agency                                 | Partners                                        | Outcomes                                                                              |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------|
| Motorcyclist training                                           | Promote increased motorcycles training and defensive driving courses.                                                                                                  | Motorcycle Riders Association               | Police<br>VicRoads<br>RoadSafe<br>CO&C          | Increased skills and experience of motorcyclists                                      |
| Safer motor cycle riding and identification of motorcyclists.   | Encourage riders to maximise the use of visible and protective clothing. Promote motor bike apparel manufacturers to utilise reflective materials and light colouring. | VicRoads                                    | CO&C<br>Police<br>Motorcycle Riders Association | Improved motorcycle driving skills and increased awareness of motorbikes on the road. |
|                                                                 | Distribute and promote the motorcycle guide to the region to improve drivers' awareness of the road conditions within the Shires.                                      | VicRoads                                    | RoadSafe<br>CO&C                                |                                                                                       |
| Improve road conditions to target specifically at motorcyclists | Target road improvement to high crash zones and road sections which pose a significant risk to motorcyclists.                                                          | CO&C (local roads)<br>VicRoads (main roads) | RoadSafe<br>Motorcycle Riders Association       | Safer road conditions for motorcyclists.<br>Reduced crash severity for motorcyclists. |
|                                                                 | Install warning signs on high crash sites, principally along the Great Ocean Road where crashes involving motorcyclists are particularly high.                         | CO&C (local roads)<br>VicRoads (main roads) |                                                 |                                                                                       |

<sup>14</sup> [www.mav.ans.au/saferoads](http://www.mav.ans.au/saferoads) (date accessed: September 2008)

| Issues | Actions                                                                                                                                                   | Lead Agency                                 | Partners         | Outcomes |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------|----------|
|        | Encourage motorcyclists to report road hazards that present particular danger to them (such as loose stones on sealed surfaces and low visibility areas). | RoadSafe                                    | CO&C<br>VicRoads |          |
|        | Ensure that new road infrastructure is sensitive to motor cyclists.                                                                                       | CO&C (local roads)<br>VicRoads (main roads) |                  |          |

To improve road infrastructure for motorcycles funding can be sourced from the Motorcycle Blackspot Program (which is funded by the Motorcycle Safety Levy). The Motorcycle Blackspot Program targets locations where there is a high rate of motorcycle loss of control crashes, or high rate of motorcycle crashes or along popular motorcycle routes.

## Pedestrians

**GOAL: To reduce the number of pedestrians involved in crashes by improving pedestrian facilities.**

Pedestrians were involved 2.7% of the crashes for Colac Otway and 2.5% for Corangamite Shires. Everyone is a pedestrian for a least one part of their journey and therefore it is important to ensure the safety of all pedestrians. Pedestrian safety can be implemented in a number of ways including education, enforcement (jay walking) and infrastructure. The major initiative to reduce the severity of pedestrian crashes is reducing vehicle speed. If a pedestrian is hit by a vehicle that is travelling less than 40km/hr they are likely to survive. Educating the community on the importance of using designated crossings and looking out for pedestrians are all important ways to reduce pedestrian crashes. Infrastructure is also a key way to reduce pedestrian crashes by ensuring that facilities are provided for pedestrians in which pedestrian routes are catered for which don't unduly delay pedestrians in time and length of travel.

**Table 19: Pedestrians Key Actions**

| Issues                                        | Actions                                                                                                                                                                                                                                            | Lead Agency | Partners                                                                         | Outcomes                                                      |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------------------------------------|---------------------------------------------------------------|
| Improve safe pedestrian movement in townships | Audit existing pedestrian crossing facilities within townships. Identify and prioritise where increased/improved pedestrian crossing facilities could improve safety of pedestrians. This is particularly a priority along high trafficked routes. | CO&C        | VicRoads<br>RoadSafe<br>Disability Service Providers<br>Community Health Service | Improved pedestrian access and safety in high activity zones. |
|                                               | Audit existing pedestrian facilities along common pedestrian routes and identify and implement measures to increase accessibility for disabled and impaired pedestrians.                                                                           | CO&C        | RoadSafe<br>VicRoads                                                             |                                                               |

| Issues | Actions                                                                                                                          | Lead Agency | Partners             | Outcomes |
|--------|----------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------|----------|
|        | Increase off-road walking paths and pedestrian routes between major origin-destination points in local towns to reduce conflict. | CO&C        | RoadSafe<br>VicRoads |          |
|        | Increase segregation of vehicles and pedestrians at high pedestrian activity sites.                                              | CO&C        | RoadSafe<br>VicRoads |          |

## Cyclists

**GOAL: To reduce the number of cyclists involved in crashes by improving the cyclist facilities and increasing the conspicuousness of cyclists on the road.**

Cyclists were involved 3.5% of the crashes for Colac Otway and 3.1% for Corangamite Shires. Lowering speed limits and providing cyclist infrastructure can help in reducing cyclist crashes. A number of improvements to the road network such as advanced stop lines (with bicycle logos), bicycle lanes (with or without painted green road surface), connectivity of bicycle routes and signage can also provide a safer environment for cyclists.

**Table 20: Cyclists Key Actions**

| Issues                                       | Actions                                                                                                                                           | Lead Agency                                 | Partners                                 | Outcomes                                                               |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------|------------------------------------------------------------------------|
| Improved safety and segregation for cyclists | Carry out gap analysis of the existing strategic cycle network and where possible, provide cycle lanes along common and strategic cycling routes. | CO&C                                        | VicRoads<br>RoadSafe<br>Bicycle Victoria | Increased awareness of cyclists and greater safety for all road users. |
|                                              | Improve segregation of cyclists and vehicles.                                                                                                     | CO&C (local roads)<br>VicRoads (main roads) | Bicycle Victoria                         |                                                                        |
|                                              | Expand network of advanced stop lines and bicycle logos.                                                                                          | CO&C (local roads)<br>VicRoads (main roads) | Bicycle Victoria                         |                                                                        |
|                                              | Increase driver advisory signs to prepare drivers for upcoming interaction with cyclists.                                                         | CO&C                                        | VicRoads<br>Bicycle Victoria             |                                                                        |
|                                              | Educate the community through the bicycle education program                                                                                       | Roadsafe                                    | CO&C<br>VicRoads                         |                                                                        |

## Heavy vehicle drivers

**GOAL: To reduce the number of crashes involving heavy vehicles**

Heavy vehicles were involved in 6% of the crashes for Colac Otway and 13% for Corangamite Shires. Adequate rest stops and enforcement would be beneficial for reducing heavy vehicle crashes. Enforcement of the 'Driving Hours Regulations' and the 'National Log Book' are recommended to ensure a high level of driver alertness and road awareness. B-double trucks should only be using B-double approved routes which are controlled by VicRoads.

**Table 21: Heavy Vehicle drivers Key Actions**

| Issues                           | Actions                                                                                                             | Lead Agency                                     | Partners                                       | Outcomes                                                                                                                                   |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Crashes involving heavy vehicles | Encourage heavy vehicle drivers to attend 'fatigue laws' information sessions.                                      | Victorian Road Freight Advisory Council (VRFAC) | CO&C<br>VicRoads                               | Reduction in the severity of crashes across the Shires. Greater adherence to the regulations that promote heavy vehicle safety procedures. |
|                                  | Promote acceptance and understanding of the Heavy Vehicle Fatigue Reform Package.                                   | VicRoads                                        | Driver Reviver sub-committee<br>CO&C           |                                                                                                                                            |
|                                  | Enforcement of the fatigue management strategy which stipulates maximum driver hours and record keeping provisions. | VicRoads                                        | Police<br>CO&C<br>Driver Reviver sub-committee |                                                                                                                                            |
|                                  | Improve rest stop facilities for heavy vehicle operators.                                                           | VicRoads                                        | CO&C                                           |                                                                                                                                            |
|                                  | Support TAC 15 minute powernap campaign.                                                                            | TAC                                             | VicRoads<br>CO&C<br>Roadsafe                   |                                                                                                                                            |
|                                  | Improve infrastructure on key heavy vehicle routes                                                                  | VicRoads                                        | CO&C                                           |                                                                                                                                            |

### 3.1.2 Safer Infrastructure

#### Run-off-road and head-on crashes

**GOAL: Reduce the number and severity of run-off-road and head-on crashes through providing a more forgiving environment.**

Run-off-road accounted for 57% of the crashes for Colac Otway and 59% for Corangamite Shires. Improvements to keep vehicles on the road are: edgelines, centrelines, rumble strips, RRPM's, CAM's and guide posts. Improvements to reduce the severity of the run off the road crashes are: removal of the hazard, slip based or impact absorbing poles and wire rope barrier. Head-on crashes accounted for 11% of crashes for Colac Otway and 7% for Corangamite Shires. Centre-lines can greatly assist drivers and reduce the occurrence of these crashes by around 30%<sup>15</sup>.

**Table 22: Run-off road crashes and head-on crashes**

| Issues                                                         | Actions                                                                                                                                                                                                                                    | Lead Agency | Partners                     | Outcomes                                                   |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------|------------------------------------------------------------|
| Run-off road crashes represent a high portion of total crashes | Implement infrastructure improvements including: <ul style="list-style-type: none"> <li>• Improved delineation</li> <li>• Warning signs</li> <li>• Road widening</li> <li>• Curve widening</li> <li>• Intersection improvements</li> </ul> | CO&C        | VicRoads<br>RoadSafe         | Reduce the frequency and severity of run-off road crashes. |
|                                                                | Improve clear-zones in line with Table 23 along run-off road high risk areas by removing road-side hazards and implementing embankment treatments.                                                                                         | CO&C        | VicRoads<br>RoadSafe         |                                                            |
|                                                                | Speed limit reductions.                                                                                                                                                                                                                    | CO&C        | VicRoads<br>RoadSafe<br>TAC  |                                                            |
|                                                                | Enforcement and education.                                                                                                                                                                                                                 | Police      | CO&C<br>VicRoads<br>RoadSafe |                                                            |
| Head-on crashes                                                | Introduce centrelines and RRPM's.                                                                                                                                                                                                          | CO&C        | VicRoads<br>RoadSafe         |                                                            |
|                                                                | Improve the visibility of on coming vehicles by removing obstructive vegetation.                                                                                                                                                           | CO&C        | VicRoads<br>RoadSafe         |                                                            |

<sup>15</sup> VicRoads Crash Reduction Spreadsheet

**Table 23: Road Treatments for various AADT**

| AADT (one-way) | Edge line required? | Carriageway type/width | Shoulder type/width | Austrroads clear zone requirements | Minimum clear zone standard* |
|----------------|---------------------|------------------------|---------------------|------------------------------------|------------------------------|
| 0-100          | No                  | Unsealed 3m min        | N/A                 | 6m                                 | 1m                           |
| 100-1000       | No                  | Sealed 3m min          | Unsealed 1m         | 6m                                 | 2m                           |
| 1000-2000      | No                  | Sealed 5m min          | Unsealed 1m-3m      | 6.8m                               | 3m                           |
| 2000-5000      | yes                 | Sealed 6m min          | Sealed 1m-3m        | 6.8-9m                             | 4m                           |
| 5000+          | yes                 | Sealed 7m min          | Sealed 1m-3m        | 9m                                 | 9m                           |

\*to be implemented proportionately if Austrroads standards are unachievable.

The Austrroads “*Guide to the Geometric Design of Rural Roads, 2003*” recommends a minimum clear zone of width of 6m for roads carrying less than 1,000 vehicles per day one-way, increasing to 9m for roads carrying in excess of 5,000 vehicles per day one-way. Austrroads also states that the first 4-5m of a clear zone provides the most benefit. However, such wide clear zones would have a negative impact on existing native vegetation. As such, reduced width clear zones may be more appropriate where significant levels of native vegetation exist. The clear zone would be increased to Austrroads requirements if traffic volumes are in excess of 5,000 vehicles per day one-way.

It is recommended that guideposts are installed on all sealed and unsealed rural roads. Guideposts should be installed at a spacing of 150m in straight sections of road. The spacing should be reduced to between 50-100m on curved sections of road. Refer to VicRoads Traffic Engineering Manual Vol 2 Chapter 23 for details.

Funding can be sort from AusLink Blackspot Program (Federal funding) and State Blackspot Program which targets locations (sites or road lengths) where there is a proven history of crashes. The minimum requirement is a benefit cost ratio of at least two to one. The minimum crash history is at least three casualty crashes or for a road length there must be an average of 0.2 casualty crashes per kilometre, both over a five year period.

Funding can also be sort from Greyspot Program which targets locations that has been identified as having a safety risk and is specifically designed to target locations that do not meet the criteria set out in the Blackspot Programs.

### Rest Stops

**GOAL: Ensure adequate rest stops are provided on key routes for tourist, commuters and heavy vehicles.**

Support and implement the installation of rest stops along key routes for tourists, commuters and heavy vehicles. Education is a pivotal means of informing road users of the associated risks between fatigue and road crashes. Long distance drivers, especially freight and fleet vehicles, need to be informed of the locations and applicable features of rest stops to maximise their use.



**Table 24: Key Actions for implementing Rest Stops**

| Issues                  | Actions                                                                                                                                                                    | Lead Agency | Partners                                                     | Outcomes                                                                                                                                                                                               |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rest points for drivers | Audit existing rest stops to identify current provision and condition. Review distance between and identify opportunity for increasing rest points at strategic locations. | CO&C        | VicRoads<br>RACV<br>RoadSafe<br>Driver reviver sub-committee | Improved rest stop facilities to allow better access for heavy vehicles.<br>Improved facilities for tourists e.g. Picnic tables, barbeques, vegetation barriers to limit noise/danger from busy roads. |
|                         | Support the 'Driver Reviver' campaign and the involvement of sponsors. Encourage expansion of the program.                                                                 | RoadSafe    | CO&C<br>VicRoads<br>SES<br>Driver reviver sub-committee      |                                                                                                                                                                                                        |
|                         | Ensure driver rest areas provide participants with an acceptable level of safety to encourage power napping and driver revival.                                            | VicRoads    | CO&C<br>Police                                               | Increased numbers of drivers choosing to revive at rest stops.                                                                                                                                         |

### Railway level crossings

**GOAL: Continue to improve railway level crossings as part of the ALCAM risks assessment. Upgrading railway level crossings from passive crossings (signage only) to active crossings with boom barriers and/or flashing lights.**

Treatment options include:

- Advanced warning signs
- Queuing treatment
- Traffic signal coordination
- Road realignment
- Upgrade of the protection mechanisms – lights, bells, boom gates
- High intensity lights
- Train speed reduction
- Rail realignment
- Line of sight improvements
- Rumble strips
- Closure of the road

**Table 25: Railway level crossings Key Actions**

| Issues                                                             | Actions                                                                                     | Lead Agency | Partners                                      | Outcomes                                                                                                 |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Improving the safety at railway level crossings across the Shires. | Assess the risk level of all level crossings within the Colac Otway and Corangamite Shires. | VicTrack    | VicRoads<br>CO&C<br>Public Transport Division | Reduce the number of crashes involving trains.<br>Increased driver awareness at railway level crossings. |
|                                                                    | Seek funding opportunities in the Australian Level Crossing Assessment Model (ALCAM).       | VicRoads    | VicTrack<br>CO&C                              | Reduction in the overall severity of                                                                     |

| Issues | Actions                                                                                                 | Lead Agency                                 | Partners          | Outcomes                |
|--------|---------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------|-------------------------|
|        | Promotion of the 'Don't Risk it' railway safety crossing awareness campaign.                            | VicRoads                                    | CO&C              | crashes in both Shires. |
|        | Proceed with Safety Interface Agreements and advocate for further upgrades (passive to active).         | CO&C (local roads)<br>VicRoads (main roads) | VicTrack<br>VLine |                         |
|        | Promotion of the 'Walking Bus' program that encourages supervised groups of children to walk to school. | CO&C                                        | Roadsafe          |                         |

### School Safety

**GOAL: Reduce the number and severity of pedestrian accidents in the vicinity of schools.**

Ensure that all roads abutting schools which are used by children are assigned speed limits of 40 km/hr and have appropriate crossing facilities to ensure children can safely cross the road. This may include supervised crossings at start of school and end of school times on high volume roads within close proximity to schools.

Table 26: School speed zones Key Actions

| Issues                                                 | Actions                                                                             | Lead Agency | Partners | Outcomes                                                                           |
|--------------------------------------------------------|-------------------------------------------------------------------------------------|-------------|----------|------------------------------------------------------------------------------------|
| Improving pedestrian safety in the vicinity of schools | Ensure all roads abutting access points to schools have appropriate speed treatment | CO&C        | VicRoads | Reduce the number and severity of pedestrian accidents in the vicinity of schools. |
|                                                        | Install supervised crossings on high volume roads                                   | CO&C        | VicRoads |                                                                                    |

### 3.1.3 Safer Vehicles

**GOAL: Continue to support the use of five star rated vehicles. Support the inclusion of safety measures in all new cars including ABS, six air bags, electronic stability control, cruise control and speed limiters.**

**Table 27: Safer Vehicles Key Actions**

| Issues                           | Actions                                                                                                                                                                                                                                                                                                       | Lead Agency | Partners                                                                                       | Outcomes                                                                                                                                            |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Improving the safety of vehicles | Promote and distribute information on vehicle ratings and encourage road users to consider vehicle safety measures such as electronic stability control and side curtain airbags. Create an awareness of next generation technologies such as intelligent speed assist and driver fatigue monitoring devices. | TAC         | VicRoads<br>Car Manufacturer<br>Australian New Car Assessment Program (ANCAP)<br>RACV<br>VRFAC | Greater numbers of five star rated vehicles.<br>Improved vehicle manufacturing standards.<br>Implementation of advanced safety devices in new cars. |
|                                  | Ensure future council fleet vehicles have a five star rating and include ABS, six airbags, cruise control and speed limiters.                                                                                                                                                                                 | CO&C        | VRFAC                                                                                          |                                                                                                                                                     |

### 3.2 Delivery of the Road Safety Strategy

In order to easily identify which areas each of the lead agencies will be looking after, the following table has been formulated from the key actions in Section 3.1. It is also recommended that for each of the lead agencies that a road safety representative is appointed to ensure all of the actions are monitored. This person would be responsible for the parts of the Road Safety Strategy and would need to work closely with the partners that will help in the delivery of the strategy.

**Table 28: Actions by Organisation**

| Organisation                       | Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Colac Otway and Corangamite Shires | Encourage and promote the responsible serving of alcohol.<br>Provide infrastructure that is providing a safer environment for all road users.<br>Increase warning signs at high crash sites on local roads.<br>Apply for funding for supervised school crossings on high volume roads.<br>Ensure all future council fleet vehicles are five star vehicles.                                                                                                     |
| VicRoads                           | Investigate new methods to stop drivers from using a vehicle when they are affected by alcohol and/or drugs.<br>Encourage and promote new technologies that reduce casualty crashes.<br>Increase frequency of rest stops on arterial roads for all types of vehicles including trucks.<br>Increase warning signs at high crash sites on arterial roads.<br>Promote and enforce the fatigue management strategy for truck drivers and 'Don't risk it' campaign. |
| RoadSafe                           | Educating the community on: <ul style="list-style-type: none"> <li>• Drink/Drug Driving</li> <li>• Rest breaks</li> <li>• Excessive speed</li> <li>• Young/Mature/Motorcycle Drivers</li> <li>• Driver Reviver</li> </ul>                                                                                                                                                                                                                                      |

| Organisation                            | Actions                                                                                                                                                                      |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Police                                  | Enforcement of drink/drug driving, excessive speed.<br>Educating the public on safe driving principles.                                                                      |
| Hospitals                               | Blood testing of patients involved in casualty crashes                                                                                                                       |
| Fleet Operators                         | Introduce a responsibility law for commercial operators to limit the number of hours spent by drivers behind the wheel and ensure drivers comply with log book requirements. |
| RACV                                    | Continue to provide the 'Years Ahead' program to mature drivers                                                                                                              |
| Motorcycle Riders Association           | Promote motorcycle training including defensive driving training                                                                                                             |
| Victorian Road Freight Advisory Council | Encourage drivers to attend 'fatigue laws' information sessions.                                                                                                             |
| VicTrack                                | Continue to assess railway level crossings                                                                                                                                   |
| TAC                                     | Continue to advertise campaigns through various media types. Promote and distribute information on vehicle safety.                                                           |

### 3.3 Strategies targeting Crashes

To be able to easily identify which strategy is targeting which crash type the following table has been devised.

Table 29: DCA's targeted by each Strategy

| Strategies       |                         | DCA               |                      |                     |                     |                |         |             |             |            |            |
|------------------|-------------------------|-------------------|----------------------|---------------------|---------------------|----------------|---------|-------------|-------------|------------|------------|
|                  |                         | Off path on curve | Off path on straight | Opposing directions | Adjacent directions | Same direction | On path | Pedestrians | Manoeuvring | Overtaking | Passengers |
| Safer Road Users | Drink/drug driving      | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |
|                  | Fatigued driving        | ✓                 | ✓                    | ✓                   | ✓                   | ○              | ✓       | ✓           | ○           | ○          | ✓          |
|                  | Excessive speed driving | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ○          |
|                  | Young drivers           | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |
|                  | Older Drivers           | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |
|                  | Motorcycles             | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |
|                  | Pedestrians             | ○                 | ○                    | ○                   | ○                   | ○              | ○       | ✓           | ○           | ○          | ○          |
|                  | Cyclists                | ○                 | ○                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ○          |
|                  | Heavy vehicle drivers   | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |

| Strategies           |                         | DCA               |                      |                     |                     |                |         |             |             |            |            |
|----------------------|-------------------------|-------------------|----------------------|---------------------|---------------------|----------------|---------|-------------|-------------|------------|------------|
|                      |                         | Off path on curve | Off path on straight | Opposing directions | Adjacent directions | Same direction | On path | Pedestrians | Manoeuvring | Overtaking | Passengers |
| Safer Infrastructure | Run-off road            | ✓                 | ✓                    | ○                   | ○                   | ○              | ○       | ○           | ○           | ○          | ○          |
|                      | Rest stops              | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ○       | ✓           | ○           | ○          | ✓          |
|                      | Railway level crossings | ○                 | ○                    | ○                   | ✓                   | ○              | ○       | ○           | ○           | ○          | ✓          |
|                      | School safety           | ○                 | ○                    | ○                   | ○                   | ○              | ○       | ✓           | ○           | ○          | ○          |
| Safer Vehicles       | Safer Vehicles          | ✓                 | ✓                    | ✓                   | ✓                   | ✓              | ✓       | ✓           | ✓           | ✓          | ✓          |

- ✓ - Positive impact on crash type
- – Neutral impact on crash type
- ✗ - Negative impact on crash type

# Appendix A Rural Shire Crash Ranking



## Appendix A Rural Shires Crash Rankings

| Local Government Area    | Estimated Resident Population at 30 June 2007 | All Roads           |          |                |              |                     | Local Roads |                |              |        |       | Accidents on all roads per 1000 people | Accidents on local roads per 1000 people | Ranking by Total Accidents | Ranking by Local Road Accidents | Ranking by Acc/pop | Ranking by Local Acc/pop |
|--------------------------|-----------------------------------------------|---------------------|----------|----------------|--------------|---------------------|-------------|----------------|--------------|--------|-------|----------------------------------------|------------------------------------------|----------------------------|---------------------------------|--------------------|--------------------------|
|                          |                                               | Number of accidents | Severity |                |              | Number of accidents | Severity    |                |              |        |       |                                        |                                          |                            |                                 |                    |                          |
|                          |                                               |                     | Fatal    | Serious injury | Other injury |                     | Fatal       | Serious injury | Other injury |        |       |                                        |                                          |                            |                                 |                    |                          |
| Queenscliffe (B)         | 3175                                          | 19                  | 2        | 5              | 12           | 6                   | 1           | 2              | 3            | 5.98   | 1.89  | 1                                      | 1                                        | 1                          | 1                               |                    |                          |
| Yarriambiack (S)         | 7658                                          | 70                  | 6        | 28             | 36           | 29                  | 2           | 10             | 17           | 9.14   | 3.79  | 2                                      | 3                                        | 4                          | 4                               |                    |                          |
| Hindmarsh (S)            | 6190                                          | 81                  | 7        | 40             | 34           | 37                  | 1           | 18             | 18           | 13.09  | 5.98  | 3                                      | 5                                        | 15                         | 20                              |                    |                          |
| Buloke (S)               | 7038                                          | 87                  | 6        | 48             | 33           | 26                  | 1           | 18             | 7            | 12.36  | 3.69  | 4                                      | 2                                        | 11                         | 3                               |                    |                          |
| West Wimmera (S)         | 4578                                          | 88                  | 9        | 42             | 37           | 31                  | 4           | 13             | 14           | 19.22  | 6.77  | 5                                      | 4                                        | 33                         | 27                              |                    |                          |
| Gannawarra (S)           | 11634                                         | 146                 | 12       | 69             | 65           | 62                  | 2           | 30             | 30           | 12.55  | 5.33  | 6                                      | 7                                        | 12                         | 10                              |                    |                          |
| Pyrenees (S)             | 6763                                          | 149                 | 8        | 72             | 69           | 81                  | 2           | 44             | 35           | 22.03  | 11.98 | 7                                      | 13                                       | 39                         | 43                              |                    |                          |
| Central Goldfields (S)   | 12736                                         | 156                 | 11       | 64             | 81           | 69                  | 3           | 27             | 39           | 12.25  | 5.42  | 8                                      | 8                                        | 10                         | 12                              |                    |                          |
| Towong (S)               | 6256                                          | 157                 | 8        | 90             | 59           | 61                  | 1           | 32             | 28           | 25.10  | 9.75  | 9                                      | 6                                        | 43                         | 40                              |                    |                          |
| Horsham (RC)             | 19323                                         | 159                 | 7        | 104            | 48           | 114                 | 3           | 41             | 70           | 8.23   | 5.90  | 10                                     | 19                                       | 2                          | 19                              |                    |                          |
| Loddon (S)               | 8077                                          | 171                 | 15       | 87             | 69           | 171                 | 15          | 87             | 69           | 21.17  | 21.17 | 11                                     | 27                                       | 38                         | 46                              |                    |                          |
| Ararat (RC)              | 11671                                         | 177                 | 7        | 85             | 85           | 72                  | 3           | 33             | 36           | 15.17  | 6.17  | 12                                     | 9                                        | 23                         | 21                              |                    |                          |
| Southern Grampians (S)   | 17311                                         | 195                 | 6        | 92             | 97           | 88                  | 0           | 43             | 45           | 11.26  | 5.08  | 13                                     | 14                                       | 7                          | 8                               |                    |                          |
| Hepburn (S)              | 14289                                         | 205                 | 4        | 84             | 117          | 77                  | 2           | 29             | 46           | 14.35  | 5.39  | 14                                     | 11                                       | 19                         | 11                              |                    |                          |
| Northern Grampians (S)   | 12301                                         | 213                 | 13       | 95             | 105          | 89                  | 4           | 42             | 43           | 17.32  | 7.24  | 15                                     | 15                                       | 27                         | 32                              |                    |                          |
| Benalla (RC)             | 14024                                         | 216                 | 11       | 101            | 104          | 125                 | 2           | 51             | 72           | 15.40  | 8.91  | 16                                     | 21                                       | 25                         | 39                              |                    |                          |
| Swan Hill (RC)           | 21459                                         | 236                 | 16       | 98             | 122          | 117                 | 4           | 52             | 61           | 11.00  | 5.45  | 17                                     | 20                                       | 6                          | 13                              |                    |                          |
| Indigo (S)               | 15480                                         | 241                 | 16       | 109            | 116          | 74                  | 4           | 25             | 45           | 15.57  | 4.78  | 18                                     | 10                                       | 26                         | 5                               |                    |                          |
| Moyne (S)                | 16102                                         | 242                 | 19       | 112            | 111          | 78                  | 2           | 39             | 37           | 15.03  | 4.84  | 19                                     | 12                                       | 22                         | 6                               |                    |                          |
| Mount Alexander (S)      | 17851                                         | 252                 | 11       | 102            | 139          | 91                  | 1           | 39             | 51           | 14.12  | 5.10  | 20                                     | 16                                       | 18                         | 9                               |                    |                          |
| Glenelg (S)              | 20664                                         | 275                 | 18       | 95             | 162          | 143                 | 4           | 48             | 91           | 13.31  | 6.92  | 21                                     | 24                                       | 16                         | 28                              |                    |                          |
| Strathbogie (S)          | 9733                                          | 292                 | 23       | 128            | 141          | 102                 | 4           | 42             | 56           | 30.00  | 10.48 | 22                                     | 18                                       | 44                         | 41                              |                    |                          |
| Alpine (S)               | 12592                                         | 307                 | 4        | 145            | 158          | 147                 | 3           | 62             | 82           | 24.38  | 11.67 | 23                                     | 25                                       | 42                         | 42                              |                    |                          |
| Corangamite (S)          | 17188                                         | 311                 | 15       | 128            | 168          | 98                  | 2           | 42             | 54           | 18.09  | 5.70  | 24                                     | 17                                       | 31                         | 17                              |                    |                          |
| Mansfield (S)            | 7527                                          | 312                 | 4        | 145            | 163          | 180                 | 1           | 82             | 97           | 41.45  | 23.91 | 25                                     | 29                                       | 46                         | 47                              |                    |                          |
| Golden Plains (S)        | 17345                                         | 314                 | 24       | 140            | 150          | 125                 | 10          | 59             | 56           | 18.10  | 7.21  | 26                                     | 21                                       | 32                         | 31                              |                    |                          |
| Moira (S)                | 28223                                         | 358                 | 31       | 167            | 160          | 189                 | 9           | 86             | 94           | 12.68  | 6.70  | 27                                     | 30                                       | 13                         | 26                              |                    |                          |
| Wodonga (RC)             | 34776                                         | 402                 | 7        | 130            | 265          | 196                 | 3           | 65             | 128          | 11.56  | 5.64  | 28                                     | 32                                       | 8                          | 14                              |                    |                          |
| Bass Coast (S)           | 28081                                         | 410                 | 12       | 175            | 223          | 162                 | 4           | 74             | 84           | 14.60  | 5.77  | 29                                     | 26                                       | 21                         | 18                              |                    |                          |
| Wangaratta (RC)          | 27569                                         | 421                 | 19       | 148            | 254          | 200                 | 7           | 68             | 125          | 15.27  | 7.25  | 30                                     | 33                                       | 24                         | 33                              |                    |                          |
| Colac-Otway (S)          | 21183                                         | 475                 | 22       | 203            | 250          | 137                 | 3           | 52             | 82           | 22.42  | 6.47  | 31                                     | 23                                       | 40                         | 25                              |                    |                          |
| Macedon Ranges (S)       | 40353                                         | 486                 | 20       | 174            | 292          | 228                 | 7           | 80             | 141          | 12.04  | 5.65  | 32                                     | 36                                       | 9                          | 15                              |                    |                          |
| Surf Coast (S)           | 23521                                         | 487                 | 15       | 207            | 265          | 204                 | 4           | 85             | 115          | 20.70  | 8.67  | 33                                     | 34                                       | 37                         | 37                              |                    |                          |
| Campaspe (S)             | 37763                                         | 524                 | 20       | 233            | 271          | 243                 | 8           | 108            | 127          | 13.88  | 6.43  | 34                                     | 37                                       | 17                         | 24                              |                    |                          |
| South Gippsland (S)      | 26830                                         | 548                 | 16       | 217            | 315          | 207                 | 4           | 78             | 125          | 20.42  | 7.72  | 35                                     | 35                                       | 36                         | 35                              |                    |                          |
| Murrindindi (S)          | 14228                                         | 555                 | 13       | 232            | 310          | 269                 | 4           | 100            | 165          | 39.01  | 18.91 | 36                                     | 40                                       | 45                         | 45                              |                    |                          |
| Nillumbik (S)            | 62310                                         | 603                 | 10       | 214            | 379          | 174                 | 1           | 62             | 111          | 9.68   | 2.79  | 37                                     | 28                                       | 5                          | 2                               |                    |                          |
| Mitchell (S)             | 32760                                         | 632                 | 28       | 272            | 332          | 259                 | 11          | 106            | 142          | 19.29  | 7.91  | 38                                     | 38                                       | 34                         | 36                              |                    |                          |
| Mildura (RC)             | 52576                                         | 669                 | 22       | 272            | 375          | 388                 | 12          | 156            | 220          | 12.72  | 7.38  | 39                                     | 42                                       | 14                         | 34                              |                    |                          |
| Wellington (S)           | 41998                                         | 735                 | 31       | 291            | 413          | 371                 | 13          | 152            | 206          | 17.50  | 8.83  | 40                                     | 41                                       | 28                         | 38                              |                    |                          |
| East Gippsland (S)       | 41954                                         | 744                 | 40       | 336            | 368          | 263                 | 9           | 115            | 139          | 17.73  | 6.27  | 41                                     | 39                                       | 29                         | 23                              |                    |                          |
| Melton (S)               | 85613                                         | 777                 | 20       | 323            | 434          | 420                 | 6           | 181            | 233          | 9.08   | 4.91  | 42                                     | 43                                       | 3                          | 7                               |                    |                          |
| Baw Baw (S)              | 39078                                         | 892                 | 25       | 355            | 512          | 473                 | 9           | 184            | 280          | 22.83  | 12.10 | 43                                     | 45                                       | 41                         | 44                              |                    |                          |
| Cardinia (S)             | 60753                                         | 1175                | 32       | 425            | 718          | 434                 | 12          | 153            | 269          | 19.34  | 7.14  | 44                                     | 44                                       | 35                         | 30                              |                    |                          |
| Morrington Peninsula (S) | 142659                                        | 2048                | 48       | 833            | 1167         | 808                 | 17          | 339            | 452          | 14.36  | 5.66  | 45                                     | 46                                       | 20                         | 16                              |                    |                          |
| Yarra Ranges (S)         | 145596                                        | 2582                | 55       | 879            | 1648         | 912                 | 13          | 317            | 582          | 17.73  | 6.26  | 46                                     | 47                                       | 30                         | 22                              |                    |                          |
| Moorabool (S)            | 26843                                         | 2757                | 16       | 188            | 2553         | 191                 | 6           | 77             | 108          | 102.71 | 7.12  | 47                                     | 31                                       | 47                         | 29                              |                    |                          |

# Appendix B Definitions for Classifying Accidents (DCA's)





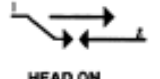
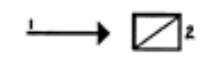



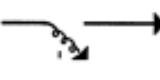
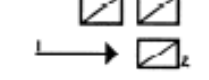


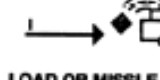
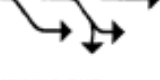
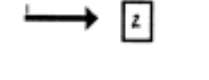



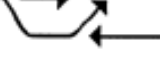
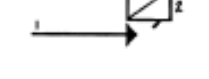











## Appendix B Definitions for Classifying Accidents (DCA's)



| PEDESTRIAN ON FOOT IN TOY / PRAM                            | VEHICLES FROM ADJACENT DIRECTIONS (INTERSECTIONS ONLY) | VEHICLES FROM OPPOSING DIRECTION                                   | VEHICLES FROM SAME DIRECTION                                                | MANOEUVRING                                             |
|-------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------|
| <br>NEAR SIDE 100                                           | <br>CROSS TRAFFIC 110                                  | <br>1 - WRONG SIDE<br>2 - OTHER<br>HEAD ON<br>(not overtaking) 120 | <br>VEHICLES IN SAME LANE<br>REAR END 130                                   | <br>U' TURN 140                                         |
| <br>EMERGING 101                                            | <br>RIGHT FAR 111                                      | <br>RIGHT THROUGH 121                                              | <br>VEHICLES IN SAME LANE<br>LEFT REAR 131                                  | <br>U' TURN INTO<br>FIXED OBJECT<br>PARKED VEHICLE 141  |
| <br>FAR SIDE 102                                            | <br>LEFT FAR 112                                       | <br>LEFT THROUGH 122                                               | <br>VEHICLES IN SAME LANE<br>RIGHT REAR 132                                 | <br>LEAVING PARKING 142                                 |
| <br>PLAYING, WORKING, LYING,<br>STANDING ON CARRIAGEWAY 103 | <br>RIGHT NEAR 113                                     | <br>RIGHT/LEFT 123                                                 | <br>VEHICLES IN PARALLEL LANES<br>LANE SIDE SWIPE 133                       | <br>ENTERING PARKING 143                                |
| <br>WALKING WITH TRAFFIC 104                                | <br>TWO TURNING RIGHT 114                              | <br>RIGHT/RIGHT 124                                                | <br>VEHICLES IN PARALLEL LANES<br>LANE CHANGE RIGHT<br>(not overtaking) 134 | <br>PARKING VEHICLES ONLY 144                           |
| <br>FACING TRAFFIC 105                                      | <br>RIGHT/LEFT FAR 115                                 | <br>LEFT/LEFT 125                                                  | <br>VEHICLES IN PARALLEL LANES<br>LANE CHANGE LEFT 135                      | <br>REVERSING 145                                       |
| <br>ON MEDIAN/FOOTPATH 106                                  | <br>LEFT NEAR 116                                      |                                                                    | <br>VEHICLES IN PARALLEL LANES<br>RIGHT TURN<br>SIDE SWIPE 136              | <br>REVERSING INTO FIXED<br>OBJECT - PARKED VEHICLE 146 |
| <br>DRIVEWAY 107                                            | <br>LEFT/RIGHT FAR 117                                 |                                                                    | <br>VEHICLES IN PARALLEL LANES<br>LEFT TURN<br>SIDE SWIPE 137               | <br>EMERGING FROM<br>DRIVEWAY - LANE 147                |
| <br>STRUCK WHILE BOARDING<br>OR ALIGHTING VEHICLE 108       | <br>TWO LEFT TURN 118                                  |                                                                    |                                                                             | <br>FROM FOOTWAY 148                                    |
| <b>OTHER PEDESTRIAN</b><br>109                              | <b>OTHER ADJACENT</b><br>119                           | <b>OTHER OPPOSING</b><br>129                                       | <b>OTHER SAME DIRECTION</b><br>139                                          | <b>OTHER MANOEUVRING</b><br>149                         |

1. Definition for classifying accidents (DCA) should be determined by first selecting a column using the text above & then by diagrammatic sub-division.
2. The sub-division chosen should describe the general movement of vehicles involved in the initial event. It does not assign a cause to the accident.
3. Supplementary codes have been defined for most sub-divisions. These codes give further detail of the initial event.

# DEFINITIONS FOR CLASSIFYING ACCIDENTS

| OVERTAKING                                                                                                        | ON PATH                                                                                                                        | OFF PATH ON STRAIGHT                                                                                                                        | OFF PATH ON CURVE                                                                                                                     | PASSENGER AND MISCELLANEOUS                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <br>HEAD ON (not sideswipe) 150  | <br>PARKED 160                                | <br>OFF CARRIAGEWAY TO LEFT 170                            | <br>OFF CARRIAGEWAY FRONT BEND 180                  | <br>FELL FROM VEHICLE 190                |
| <br>OUT OF CONTROL 151           | <br>DOUBLE PARKED 161                         | <br>LEFT OFF CARRIAGEWAY INTO OBJECT - PARKED VEHICLE 171  | <br>OFF RIGHT BEND INTO OBJECT - PARKED VEHICLE 181 | <br>LOAD OR MISSILE STRUCK VEHICLE 191   |
| <br>PULLING OUT 152              | <br>ACCIDENT OR BROKEN DOWN 162               | <br>OFF CARRIAGEWAY TO RIGHT 172                           | <br>OFF CARRIAGEWAY LEFT BEND 182                   | <br>STRUCK TRAIN 192                     |
| <br>CUTTING IN 153               | <br>VEHICLE DOOR 163                          | <br>RIGHT OFF CARRIAGEWAY INTO OBJECT - PARKED VEHICLE 173 | <br>OFF LEFT BEND INTO OBJECT - PARKED VEHICLE 183  | <br>STUCK RAILWAY CROSSING FURNITURE 193 |
| <br>REAR END OUT - REAR END 154 | <br>PERMANENT OBSTRUCTION ON CARRIAGEWAY 164 | <br>OUT OF CONTROL ON CARRIAGEWAY 174                     | <br>OUT OF CONTROL ON CARRIAGEWAY 184              | <b>PARKED CAR RUN AWAY</b> 194                                                                                              |
|                                                                                                                   | <br>TEMPORARY ROADWORKS 165                 | <br>OFF END OF ROAD "T" INTERSECTION 175                 |                                                                                                                                       |                                                                                                                             |
|                                                                                                                   | <br>STRUCK OBJECT ON CARRIAGEWAY 166        |                                                                                                                                             |                                                                                                                                       |                                                                                                                             |
|                                                                                                                   | <br>ANIMAL (not ridden) 167                 |                                                                                                                                             |                                                                                                                                       |                                                                                                                             |
|                                                                                                                   |                                                                                                                                |                                                                                                                                             |                                                                                                                                       | <b>OTHER</b> 198                                                                                                            |
| <b>OTHER OVERTAKING</b> 159                                                                                       | <b>OTHER ON PATH</b> 159                                                                                                       | <b>OTHER STRAIGHT</b> 179                                                                                                                   | <b>OTHER CURVE</b> 189                                                                                                                | <b>? UNKNOWN</b> 199                                                                                                        |

4. The number 1,2 identify individual vehicles involved when the DCA is linked with other vehicle/driver information.  
5. These codes were used for 1987 accidents and replace the Road User Movement (RUM) code.

Produced by the Road User Behaviour Branch, Road Safety Division, VIC ROADS - DCA.ppt4 & DCA2.ppt4

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<sup>17</sup> VicRoads CrashStats User Guide

**OMO92207-8 WASTE DROP OFF FACILITIES – CONTRACT 0908**

|             |                             |           |            |
|-------------|-----------------------------|-----------|------------|
| AUTHOR:     | Janet Forbes                | ENDORSED: | Neil Allen |
| DEPARTMENT: | Infrastructure and Services | FILE REF: | GEN00356   |

**Purpose**

This report reviews the Waste Drop Off Facilities Service Tender 0908, and provides recommendations for Council's consideration as to the awarding of the contract.

**Background**

The Waste Drop Off Facilities Contract under Contract 0410 Sec E is due to expire on the 5 September 2009. The Drop Off Facilities section of Contract 0410 was not extended by the Minister, therefore there was a need to develop a new contract to meet the needs of Council. The new contract is for 12 months with the option to extend by agreement. This will allow the contract to be brought back in line with other Waste Contracts.

**Corporate Plan**

In recognition of the key features of the Shire previously identified. The Council has adopted the following environmental management:

**Objective:**

"Council will protect and enhance the environment entrusted to us, and demonstrate efficient use of material resources and minimise climate change impacts".

**Strategy:**

*Minimise, recycle and manage residential waste*

**Key Action**

*Implement the Waste Management Plan and review current contractual arrangements*

**Proposal**

To service rural townships of Gellibrand, Lavers Hill, Beech Forest and Carlisle with a Drop Off Facility for collection of waste once a fortnight for a 12 month period, with weekly collections over peak holiday periods of Christmas and Easter.

**Tenders Received**

Two tenders were received one from R & J Spence and Gippsland Waste as follows:

|                 |           |
|-----------------|-----------|
| R & J Spence    | \$ 42,210 |
| Gippsland Waste | \$174,685 |

**Tender Evaluations**

An evaluation panel was appointed to evaluate the tenders consisting of Ranjani Jha, Manager Major Contracts and Janet Forbes, Waste Management Officer. Tenders were evaluated in accordance with the evaluation criteria specified in the contract documents

**Issues/Options**

The evaluation panel after review of the tenders received formed the view that both tenderers are capable of carrying out the works. The panel formed the view that the lowest tender from R & J Spence met the specification requirements and represented the best value for money to Council. R & J Spence are currently undertaking this contract and have performed the works to the satisfaction of Council. The panel felt that there would be no benefit in retendering this contract to achieve efficiencies as there had been significant increases in transport and industry costs since the last contract was let.

**Financial Implications**

The tender from R & J Spence is a 21% increase on the current amount per service however it sits within the 2010/11 proposed Budget. The tender is for a 12 month period and contains no increases for CPI or fuel subsidy as were given under the previous contracts. The increase in tender price is a reflection of increased operating costs and still represents value for money to Council.

**Risk Management Implications & Compliance Issues**

All sites are currently off the main road in quiet areas and not subject to high risk. Both contractors have current OH&S plans.

**Implementation**

The current contract expires on Saturday 5 Sept 2009 with last collection being at Carlisle on that day between 8am and 12 noon. The next collection at Carlisle would be on Sunday the 13 September from 7:45 to 11:45am and then fortnightly on a Sunday. Gellibrand would drop back to Sunday only from the 13 September with time changing by half an hour only. Beech Forest and Lavers Hills services would not be effected at all.

**Conclusion**

Both tenderers would be able to supply a quality waste service however the cost of the tender from R & J Spence represented best value for Council. As such the panel formed the view that the contract should be awarded to R & J Spence.

**Other Information**

RJ & JA Spence have undertaken the Drop Off service previously for Colac Otway Shire and is the current contractor. Their audit performance shows that they provide a good standard of service, although Council requested that reporting be carried out in a timely manner.

**Recommendation(s)*****That Council:***

- 1. Awards the tender for Contract NO. 0908 - Waste Drop Off Facilities Service to R & J Spence for the tendered price of forty-two thousand two hundred and ten dollars (\$42,210), (ex GST).***
- 2. Delegates to the Chief Executive Officer authority to sign and place under council Seal the Contract documents following the awarding of Contract No 0908.***

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OM092207-9 SPECIAL CHARGE SCHEME - ELLIMINYT NATURAL GAS

| | | | |
|-------------|-----------------------------|-----------|---|
| AUTHOR: | Paula Gardiner | ENDORSED: | Neil Allen |
| DEPARTMENT: | Infrastructure and Services | FILE REF: | GEN00007 Special Charge Scheme- Elliminyt Gas |

Purpose

At the 26 May 2009 Council Meeting, Council gave notice of its Intention to Declare a variation to the Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt area.

Following the close of the submission period, this report presents the varied Special Charge Scheme for declaration.

Background

At the September 2005 Council Meeting, Council resolved to consider the information and strategy outlined in the assessment prepared on "*Extending the Reticulation of Natural Gas in Colac*", by Greg F Walsh and Associates Pty Ltd, on behalf of the Colac Otway Shire Council.

The report suggested that Council –

- Would not contribute any funds to the construction of the Elliminyt network, however, the Council has an important 'in kind' contribution to make in facilitating the works;
- Could assist in facilitating the payment of the customer contributions to the project, eg the customer contribution could be collected by the Council using the "Special Rate and Special Charge" provision of the *Local Government Act 1989*; and
- Conduct Consultation with ratepayers in the Elliminyt area prior to Council making any commitment to impose a Special Charge Scheme.

Prior to the commencement of community consultation, Council obtained an initial costing from SPAusnet for the construction of a network for the supply of reticulated natural gas within the Elliminyt area. The network footprint was approximately 12 kilometres in length and was established based on an area of Elliminyt that currently had the largest concentration of dwellings.

The network boundary (the area of land that could be serviced by the network footprint) was defined, incorporating approximately 637 property titles (including businesses, developed and undeveloped allotments)

An initial property owner survey and public meetings were held to gauge support for the proposal, which resulted in 50% of property owners advising they were prepared to pay for connection to reticulated natural gas.

On 13 June a number of residents called a public meeting to discuss natural gas for Elliminyt. From that meeting the Elliminyt Natural Gas Ratepayer Group (ENGRG) was formed, which aimed to support and lobby Council, the State Government, Gas Suppliers and other parties in order to secure reticulated natural gas for the Elliminyt area.

At the 28 March 2007 Council Meeting, Council resolved to give notice of its Intention to Declare a Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt Area.

Public Notices were sent to all properties included in the scheme boundary on 22 June 2007, and advertised in the Colac Herald on the 27 June 2007 and the Echo on the 28 June 2007.

Following the close of the submission period on 27 July 2007, Council had received 27 submissions to the scheme.

At the 22 August 2007 Council Meeting, Council resolved to declare a Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt area. Following the scheme declaration, all property owners effected by the scheme were notified, with one (1) property owner lodging objection with VCAT. At the VCAT hearing held on the 13th December 2007 the scheme was upheld with no variation.

Construction associated with the installation of the natural gas network commenced late March 2008, and reached practical completion in September 2008. Properties were advised by SP Aus Net that connection to the network could commence, at this time there are a significant number of properties reaping the benefits associated with natural gas.

During the construction phase, existing gas mains laid 'dead' by the developers of Scanlan Estate Stage 7 and 8 were tested for compliance. The mains located along Kevin Court, Acacia Close and Scanlan Drive were approved for connection, and as such removed from the overall costs associated with the project. During the development of the Special Charge Scheme, property owners along these streets were advised if the mains were approved, they would not be required to remain within the scheme boundary and thus not contribute to the cost of the works.

At the 26 May 2009 Council Meeting, Council resolved to declare their intention to vary the existing Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt area. The variation was required to ensure all new properties created by way of subdivision within the scheme boundary contribute to the scheme, and properties that had existing gas mains laid abutting their boundary are removed. As part of the variation, new properties included within the scheme boundary were able to make submissions to the proposal under Section 223 of the Local Government Act 1989, with the submission period closing Monday, 6 July 2009. At the close of submissions, one letter was received advising that a property had been sold, however no objections were received. As such, there was no requirement for the consideration of submissions by Council.

Council's intention to vary the Special Charge Scheme was also advertised in the Colac Herald on 8 June 2009, with property owners effected by the variation advised on 10 June 2009.

Corporate Plan/Other Strategies/Policy

The proposal for provision of natural gas is consistent with the previous Council Action Plan 2005-2009 to advocate for the provision of a natural gas supply for Birregurra and an extension of coverage for the whole of the Colac urban area.

The implementation of a Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt area is consistent with Council's Special Charge Scheme Policy, and will be implemented consistent with Council's Special Charge Scheme Policy and the relative requirements of the *Local Government Act 1989*.

All other elements of the proposed project will be implemented consistent with relevant Policies.

Issues/OptionsOptions

Council has a number of options available as follows;

1. Adopt the variation of the Scheme as presented,
2. Adopt the variation of the Scheme with modifications,
3. Abandon the variation of the Scheme.

Should either of the first two actions be undertaken, a Notice will be issued to all property owners effected by the variation advising this and outlining rights for appeal to the Victorian Civil and Administrative Tribunal (VCAT) for a review of Council's decision.

Should Council abandon the variation of the scheme, the effected property owners will be notified of this decision and the previously declared scheme proceed. This will mean that the existing property owners within the scheme declared at the August 2007 Council Meeting will be required to cover the costs associated with the properties that were effected by the variation.

Public Notice

The public notice for the variation to the Scheme was advertised in the Colac Herald on the 8th June 2009 advising of Council's Notice of Intention to Declare a variation to the Special Charge Scheme for the provision of natural gas infrastructure to the Elliminyt area. Courtesy letters were sent to all property owners effected by the variation.

At the close of the submission period, Council has received one letter advising of the sale of the property, however no objections were received. As such, there was no meeting required for Council to consider submissions or objections to the variation.

Proposal

As no objections or submissions were received with regard to the variation, it is considered Option 1 is the preferred course of action, which is to adopt the variation to the Special Charge Scheme as presented.

Description of Works

The project included the installation of approximately 12 kilometres of new mains to reticulate natural gas to Elliminyt.

The works included in this project are the installation of a natural gas main throughout the scheme boundary to supply natural gas to Elliminyt. The project does not include the provision for property connections or gas meters.

Each property owner will need to apply to a gas supply company for connection to the new natural gas network. SPAusnet has advised Council there will be no costs incurred by properties included in the scheme for the connection to the natural gas network.

Special Benefit

It is considered the special benefits to be derived from the properties in the scheme are;

- Ability to connect to a reticulated natural gas network,
- Ability to access a less expensive form of energy compared to electricity, wood or LPG,
- Ability to connect to a more environmentally friendly form of energy compared to electricity, wood or LPG, and
- Increased opportunities for residential development.

Project Costs

All associated works to complete the construction of the reticulated natural gas network in the Elliminyt area was originally estimated to cost \$1,242,360. Since the completion of the all works associated with the provision of a natural gas network, that actual costs were calculated to be \$871,164.

As part of the project, SP Ausnet committed to contribute \$200,000 towards the cost of installing the reticulated natural gas network. As a result the total actual costs associated with the Special Charge Scheme to be apportioned among the properties is \$671,164.

The project management, design and cost estimates were all managed by SPAusnet.

Apportionment

In establishing the apportionment method, consideration was given to property zoning, special benefit received, and current land use (ie developed or undeveloped land), in order to apply a fair and reasonable apportionment of the project costs.

As each property allotment (ie property title) included in the network boundary has the same ability to access and use the reticulated natural gas network (whether it is immediate or future connection), it was considered the zoning, and land use to have minimal impact on the apportionment method.

Therefore, as each property received the same special benefit it is concluded that the unit benefit is the most appropriate and reasonable apportionment method.

Each property title located within the network boundary has been allocated one (1) benefit unit. One benefit unit equated to an estimated \$1,636.36. With the variation of the scheme, and using actual project costs, one benefit unit equates to \$1,159.18.

A property developer within the Elliminyt area has offered a rebate to property owners (who currently receive a pension rebate and are within the scheme boundary) of 50% of their benefit unit.

This has been communicated through surveys to ratepayers and at public meetings used to gauge interest and support to the proposal.

Whilst this does not affect the allocation of benefit units amongst properties (as the charge is assigned to the property not the property owners for special charge schemes) it is a generous offer and may make the proposal more attractive to eligible property owners that otherwise would not have been supportive of the proposal based on cost reasons.

It is important to note that each property title will be allocated one (1) benefit unit as opposed to property assessment (ie where one property owner owns contiguous property titles and are rated with one rates notice).

Benefit Ratio

The benefit ratio is calculated to determine the maximum amount payable by the properties included within the scheme. The benefit ratio is calculated as follows;

$$R = \frac{TSB(in)}{TSB(in)+TSB(out)+TCB}$$

$$R = \frac{566}{566 + 12 + 0}$$

$$R = 0.98 \text{ or } 98\%$$

R is the benefit ratio

TSB(in) is the estimated total special benefit of those properties to be included in the scheme

TSB(out) is the estimated total special benefit of those properties not to be included in the scheme

TCB is the estimated total community benefit

The TSB(in) is the number of benefit units assigned to the rateable properties within the scheme, the TSB(out) is the number of benefit units assigned to the unrateable properties within the scheme. It is considered there is no community benefit associated with the project.

Maximum Total Levy

The maximum total levy that can be charged to property owners within the scheme boundary is calculated using the benefit ratio multiplied by the total project costs. The maximum total levy is calculated as follows;

$$S = R \times C$$

$$S = 0.98 \times \$671,164$$

$$S = \$657,740.72$$

R is the benefit ratio

C is the total project cost

S is the maximum total levy

Payment Options

It is proposed the Special Charge Scheme payment shall, subject to Section 167(4) of the *Local Government Act 1989* and any further resolution of Council, pay by way of either;

- Payment as a lump sum within one month of the issue of the notice requesting payment; or
- Payment of quarterly instalments (commencing within one month of the issue of the notice requesting payment) over 4 years with interest paid on the remaining principal at the Council Overdraft Rate and that a penalty interest rate be applied to late instalment repayments only.

Financial Implications

Council is required to make a financial contribution to the scheme due to the eight (8) properties owned by Council that are located within the network boundary, which equates to \$9,273.44.

There are also four (4) property titles located within the scheme boundary that are non rateable, and as such cannot be assigned a charge. The options available would either to seek a voluntarily contribution from the three properties, or for Council to cover that costs. The four property titles are the Elliminyt Public Hall, a Church and the Elliminyt Primary School.

As the non rateable properties are used by the wider community, it would seem appropriate that Council covers the costs that would normally have been assigned.

If Council covers the costs associated with the four (4) non rateable titles, the total financial contribution to the scheme equates to \$13,910.16.

Council committed \$12,000 for the preparation of design documents and project briefs, as required by SPAusnet. The sum of \$12,000 has been incorporated in the cost of the project, and therefore will be apportioned to all properties included in the scheme.

Risk Management & Compliance Issues

An agreement between Council and SPAusnet was created to provide for a capped project costing and set construction timeline to minimise the risk of price escalation between the Special Charge Scheme being declared and the project being completed.

Environmental Considerations

Natural gas is more affordable and has less environmental impacts (through reduced greenhouse emissions) than other forms of alternative sources of energy. Reticulated natural gas is around a third of the price of LPG, approximately half the price of off-peak electricity, and significantly more convenient than firewood.

All environmental consideration during construction of the natural gas infrastructure will be managed in accordance with the construction contract agreement.

Communication Strategy/Consultation

The Public Notice and associated correspondence was sent to all new property owners included via the scheme variation on 10 June 2009, and advertised in the Colac Herald on 8th June 2009, advising of Council's Intention to Declare a variation to the Special Charge Scheme.

Following the declaration of the Special Charge Scheme, formal First Notices and associated documents will be sent to all new property owners advising of the declaration and outlining the objection process through VCAT.

Implementation

The First Notice and associated documents will be sent to all new property owners involved in the variation of the Special Charge Scheme advising of Council's Declaration of a variation to the Special Charge Scheme for the construction of a reticulated natural gas network within the Elliminyt area.

Conflict of Interest

Paula Gardiner, Manager of Capital Works advised of an indirect interest with the Special Charge Scheme for the provision of natural gas to the Elliminyt area. The nature of the indirect interest relates to association with persons effected by the Special Charge Scheme.

Conclusion

As there is a current and valid scheme declared for the provision of reticulated natural gas in the Elliminyt area, it would be appropriate to vary the scheme to ensure all lots within the scheme that receive a special benefit be required to pay.

The scheme has allowed for the provision of an alternate energy source within the Elliminyt area, which is cheap and more environmentally friendly than electricity, wood and LPG.

Attachments

- Schedule
- Map of network boundary
- Cost Estimate

Recommendation(s)

Council in accordance with sections 163(1A) and (1B) of the Local Government Act 1989 (Act) give notice of the declaration to vary a special rate scheme for the construction of a reticulated natural gas network within the Elliminyt area, based on one benefit unit equating to \$1,159.18 per unit.

The declaration will vary the scheme by including additional lots in the scheme arising from the subdivision of land within the scheme boundaries so that the land affected by the scheme are those listed in paragraph (a).

(a) *the following be declared as the land in relation to which the special charge is so declared;*

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| 1 Banksia Drive | Lot 15 PS316697u |
| 2 Banksia Drive | Lot 41 PS316697u |
| 3 Banksia Drive | Lot 16 PS316697u |
| 4 Banksia Drive | Lot 42 PS316697u |
| 5 Banksia Drive | Lot 17 PS316697u |
| 7 Banksia Drive | Lot 18 PS316697u |
| 9 Banksia Drive | Lot 19 PS316697u |
| 1 Harris Road | C/A 53 Section D |
| 3 Harris Road | Lot 10 PS520883 |
| 3a Harris Road | Lots 5 & 6 PS520883 |
| 5 Harris Road | Lot 9 PS520883 |
| 9 Harris Road | CP370264 |
| 11 Harris Road | Lot 4 PS520883 |
| 12 Harris Road | Lot 1 LP316697u C/P Pt.49 |
| 13 Harris Road | Lot 3 PS520883 |
| 15 Harris Road | Lot 2 PS520883 |
| 17 Harris Road | Lot 1 PS520883 |
| 18 Harris Road | Lot 12 PS316697u |
| 19-21 Harris Road | C/A 51 51a Section D |
| 20 Harris Road | Lot 1 LP97318 C/A Pt.49 |
| 22 Harris Road | Lot 13 PS316697u |
| 23 Harris Road | Lot 4 LP306778b |
| 24 Harris Road | Lot 14 LP316697u |

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| 25 Harris Road | PS306678 |
| 26 Harris Road | Lot 24 LP316697u |
| 27 Harris Road | Lot 5 PS306778b |
| 28 Harris Road | Lot 25 PS316697u |
| 29 Harris Road | Lot 1 PS528464 |
| 30 Harris Road | Lot 26 PS316697u |
| 31 Harris Road | Lot 1 LP64200 C/A Pt.25 Section D |
| 32 Harris Road | CP362934I |
| 34 Harris Road | Lot 29 PS316697u |
| 36 Harris Road | Lot 30 PS316697u |
| 38 Harris Road | Lot 31 PS316697u |
| 40 Harris Road | Lot 32 PS316697u |
| 41 Harris Road | Lot 9 LP40962 C/A Pt.30 Section C |
| 43 Harris Road | Lot 8 LP40962 C/A Pt.30 Section C |
| 45 Harris Road | Lot 7 LP40962 C/A Pt.30 Section C |
| 47 Harris Road | Lot 6 LP40962 C/A Pt.30 Section C |
| 49 Harris Road | Lot 5 LP40962 C/A Pt.30 Section C |
| 50 Harris Road | Lots |
| 51-53 Harris Road | Lots 3 & 4 LP40962 C/A Pt.29 Section C |
| 55 Harris Road | Lot 2 LP40962 |
| 56 Harris Road | Lot 6 LP11661 C/A Pt.48 |
| 57 Harris Road | Lot 1 LP40962 C/A Pt.29 Section C |
| 58 Harris Road | Lot 2 LP97687 C/A Pt.48 |
| 59 Harris Road | Lot 2 LP89903 C/A Pt.28 Section C |
| 60 Harris Road | Lot 1 LP97687 C/A Pt.48 |
| 61 Harris Road | Lot 1 LP13067 C/A Pt.28 Section C |
| 61a Harris Road | Lot 2 LP130367 |
| 62 Harris Road | Lot 2 PS612858 |
| 63 Harris Road | Lot 2 LP93572 C/A Pt.28 Section C |
| 64 Harris Road | Lot 1 PS612858 |
| 65 Harris Road | Lot 1 LP93572 C/A Pt.28 Section C |
| 66 Harris Road | Lot 8 LP51197 C/A Pt.48 |
| 67 Harris Road | Lot 18 LP131993 |
| 68 Harris Road | Lot 7 LP51197 C/A Pt.48 |
| 69 Harris Road | Lot 19 LP131993 |
| 70 Harris Road | Lot 6 LP51197 |
| 71 Harris Road | Lot 20 LP131993 |
| 72 Harris Road | Lot 5 LP51197 C/A Pt.48 |
| 73 Harris Road | Lot 1 LP327838r |
| 74 Harris Road | Lot 4 LP51197 C/A Pt.48 |
| 76 Harris Road | Lot 3 LP51197 |
| 77 Harris Road | Lot 3 LP24166 C/A Pt.45 Section B |
| 78 Harris Road | Lot 9 LP51197 C/A Pt.48 |
| 79 Harris Road | Lot 2 LP24166 C/A Pt.45 Section B |
| 80 Harris Road | Lot 2 LP51197 C/A Pt.48 |
| 81 Harris Road | Lot 2 LP71955 C/A Pt.45 Section B |
| 82 Harris Road | Lot 1 LP51197 C/A Pt.48 |
| 83 Harris Road | Lot 1 LP305877e C/A Pt.45 Section B |
| 84 Harris Road | Lot 4 LP117616 C/A Pt.48 |
| 85 Harris Road | Lot 2 PS328372h |
| 86 Harris Road | CP153488 |
| 87 Harris Road | Lot 2 LP116399 |
| 90 Harris Road | Lot 1 LP117616 C/A Pt.48 |
| 91 Harris Road | Lots 1 & 6 LP83951 |
| 92 Harris Road | Lot 1 LP134184 & Lot 5 PS403926w |
| 93 Harris Road | Lot 2 LP201539 C/A Pt.47 Section B |
| 93a Harris Road | Lot 1 LP201539 C/A Pt.47 Section B |
| 94 Harris Road | Lots 3 & 4 PS403926 |
| 95 Harris Road | Lot 1 LP135971 C/A Pt.47 Section B |
| 97 Harris Road | Lot 2 LP65490 C/A Pt.48 Section B |

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| 99 Harris Road | Lot 1 LP65490 C/A Pt.48 Section B |
| 101 Harris Road | Lot 2 LP129562 C/A Pt.49 Section B |
| 101a Harris Road | Lot 2 PS304699 |
| 102 Harris Road | Lots 1 & 2 PS403926w |
| 103 Harris Road | Lot 1 LP304699 C/A Pt.49 Section B |
| 104 Harris Road | CP160630 |
| 105 Harris Road | Lots 1 & Pt.3 LP151778 C/A Pt.51 Section B |
| 107 Harris Road | Lot 1 Tp678155 |
| 109 Harris Road | Lot 1 LP75303 |
| 111 Harris Road | Lot 1 LP78182 Section B |
| 113 Harris Road | Lot 2 LP78182 |
| 115 Harris Road | Lot 3 LP78182 Section B |
| 117 Harris Road | Lot 9 PS118720 |
| 119 Harris Road | Lot 8 LP118720 |
| 121 Harris Road | Lot 7 LP118720 Section B |
| 123 Harris Road | Lot 6 LP118720 |
| 125-127 Harris Road | LP118720 |
| 122 Aireys Street | C/A 34 Section C |
| 128 Aireys Street | C/A 33 Section C |
| 129 Aireys Street | C/A 10 Section C |
| 132 Aireys Street | C/A 32 Section C |
| 133 Aireys Street | C/A 9 Section C |
| 134-136 Aireys Street | C/A 21 22 Pt.40 Pt.40a Pt.41 Section C |
| 135 Aireys Street | C/A 8 Section C |
| 138 Aireys Street | Lots 4 & 9 LP22161 C/A 20 & Pt.19 |
| 139 Aireys Street | C/A 7 Section C |
| 142 Aireys Street | Lot 8 LP31392 C/A Pt.19 Section C |
| 144 Aireys Street | Lot 7 LP31392 C/A Pt.19 Section C |
| 146 Aireys Street | Lot 6 LP31392 |
| 148 Aireys Street | Lot 5 LP31392 C/A Pt.19 Section C |
| 150 Aireys Street | Lot 4 LP31392 |
| 152 Aireys Street | Lot 4 LP34603 |
| 154 Aireys Street | Lot 5 LP34603 |
| 155 Aireys Street | Lot 3 PS523193 |
| 156 Aireys Street | Lot 6 LP34603 |
| 158 Aireys Street | Lot 7 LP34603 |
| 159 Aireys Street | Lot 2 PS523193 |
| 160 Aireys Street | Lot 8 LP34603 |
| 162 Aireys Street | Lot 9 LP34603 |
| 164 Aireys Street | Lot 10 LP34603 |
| 166 Aireys Street | Lot 11 LP34603 |
| 167 Aireys Street | Lot 1 PS523193 |
| 168 Aireys Street | Lot 12 LP34603 |
| 177 Aireys Street | Lot 2 PS436934m |
| 179 Aireys Street | Lot 3 PS540212 |
| 213 Aireys Street | C/A 6 Section A |
| 214 Aireys Street | C/A 33 Section A |
| 198-202 Armstrong Street | Lots 8 9 10 LP76726 |
| 199 Armstrong Street | C/A 12 Section A |
| 204 Armstrong Street | Lot 11 LP76726 C/A Pt.10 Section A |
| 205 Armstrong Street | C/A 13 Section A |
| 206 Armstrong Street | Lot 1 Tp533009v |
| 211 Armstrong Street | C/A 14 Section A |
| 214 Armstrong Street | C/A Pt. 8 Section A |
| 216 Armstrong Street | C/A 7 Section A |
| 217 Armstrong Street | C/A 15 Section A |
| 223 Armstrong Street | C/A Pt.16 Section A |
| 235 Armstrong Street | C/A 17 Section A |
| 241 Armstrong Street | C/A Pt.2 Pt.3 Section H CP159037 |
| 244 Armstrong Street | C/A 34 Section A |

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| 249 Armstrong Street | CP159036t C/A Pt.4 Section H |
| 250 Armstrong Street | C/A 35 Section A |
| 257 Armstrong Street | C/A Pt.7 Section H |
| 263 Armstrong Street | CP159035 & C/A Pt.8 Section H |
| 122 Main Street | C/A 6 Section C |
| 135-137 Main Street | Lot 1 PS139828 & R1 PS139828 |
| 140 Main Street | Lot 1 LP31392 C/A Pt.19 Section C |
| 141 Main Street | Lot 1 Tp100843 (Lot 1 LP34603) |
| 1/142-144 Main Street | Lot 1 LP306772 (Unit 1) |
| 2/142-144 Main Street | Lot 2 LP306772 (Unit 2) |
| 3/142-144 Main Street | Lot 3 LP306772 (Unit 3) |
| 4/142-144 Main Street | Lot 4 LP306772 (Unit 4) |
| 5/142-144 Main Street | Lot 5 LP306772 (Unit 5) |
| 143 Main Street | Lot 2 LP34603 |
| 145 Main Street | Lot 3 LP34603 |
| 146 Main Street | Lot 2 LP203168u |
| 1/147 Main Street | Lots 1 & S2 LP306773 |
| 2/147 Main Street | Lot 2 LP306773 |
| 3/147 Main Street | Lot 3 LP306773 |
| 4/147 Main Street | Lot 4 LP306773 |
| 148 Main Street | Lot 1 LP203168u |
| 149 Main Street | Lot 2 LP136376 |
| 150 Main Street | C/A Pt.19 Section C |
| 152 Main Street | Lot 1 LP22161 C/A Pt.19a Section C |
| 153 Main Street | Tp457876 (CP169405) |
| 154 Main Street | Lot 2 LP22161 |
| 155 Main Street | Lot 2 LP86874 C/A Pt.24 & 25 Section B |
| 156 Main Street | Lot 3 LP22161 C/A Pt.19a Section C |
| 157 Main Street | Lot 3 LP86874 Section B |
| 159 Main Street | Lot 4 LP86874 |
| 161 Main Street | Lot 5 LP86874 Section B |
| 160 Main Street | Lot 5 LP22161 |
| 163 Main Street | Lot 6 LP86874 Section B |
| 1/163a Main Street | Unit 1 Rp7541 |
| 2/163a Main Street | Unit 2 Rp7541 |
| 3/163a Main Street | Unit 3 Rp7541 |
| 164 Main Street | Lot 1 TP139236G |
| 166 Main Street | Lot 7 LP22161 C/A Pt.19a Section C |
| 167 Main Street | Lots 1 & 2 PS609917 |
| 168 Main Street | C/A Pt.42 Section C |
| 169 Main Street | Lot 7 & Pt.8 LP42112 C/A Pt.28 Section B |
| 170 Main Street | C/A Pt.42 Section C & Lot 8 LP22161 |
| 171 Main Street | Lot Pt.8 LP42112 C/A Pt.28 Section B |
| 173 Main Street | Lot 9 LP42112 C/A Pt.28 Section B |
| 175 Main Street | Lot 10 LP42112 C/A Pt.28 Section B |
| 177 Main Street | Lot 1 Tp408511 (C/A Pt.29 Section B) |
| 179 Main Street | C/A Pt.29 Section B |
| 181 Main Street | C/A Pt.29 Section B |
| 182 Main Street | Lot Pt.6 LP2522 C/A Pt.43 Section C |
| 183 Main Street | C/A Pt.29 Section B |
| 185 Main Street | Lots 1 & 2 LP145192 C/A Pt.30 Section B |
| 186 Main Street | Lot Pt.4 LP2522 C/A Pt.43 Section C |
| 187 Main Street | Lot 1 LP145192 C/A Pt.30 Section B |
| 188 Main Street | Lot 3 LP2522 C/A Pt.43 Section C |
| 189 Main Street | C/A Pt.30 Section B |
| 190 Main Street | Lot 2 LP2522 C/A Pt.43 Section C |
| 1/191 Main Street | Units 5 & 8 Sp029416d |
| 2/191 Main Street | Units 1 & 4 Sp029416d |
| 3/191 Main Street | Units 9 & 10 Sp029416d |
| 192 Main Street | Lot 1 LP2522 C/A Pt.43 Section C |

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| 193 Main Street | Lot 2 LP42111 |
| 194 Main Street | Lot 1 LP13192 |
| 195 Main Street | Lot 3 LP42111 |
| 196 Main Street | Lot 2 LP131992 |
| 198 Main Street | Lot 3 LP131992 |
| 200 Main Street | Lot 4 LP131992 |
| 204 Main Street | Lot 6 LP131992 (Joiner Park) |
| 206 Main Street | Lot 30 LP131994 |
| 208 Main Street | Lot 29 LP131994 |
| 235 Main Street | South Colac Football Recreation Reserve |
| 2 Irrewillipe Road | Lot 6 LP42112 C/A Pt.28 Section B |
| 4 Irrewillipe Road | Lot 5 LP42112 |
| 5 Irrewillipe Road | Lot 3 PS513223 |
| 6 Irrewillipe Road | Lot 4 LP42112 C/A Pt.28 Section B |
| 7 Irrewillipe Road | Lot 2 PS513223 |
| 8 Irrewillipe Road | C/A Pt.28a Section B (Lot 3 LP42112) |
| 9-11 Irrewillipe Road | Lot 1 PS513223u |
| 10 Irrewillipe Road | Lot 2 LP42112 C/A Pt.28 Section B |
| 12 Irrewillipe Road | Lot 1 LP42112 C/A Pt.28 Section B |
| 14-16 Irrewillipe Road | Lots 2 & 3 LP51773 C/A Pt.32 Section B |
| 15 Irrewillipe Road | Lot 1 PS309192 |
| 17 Irrewillipe Road | Lot 2 PS449041g |
| 18-20 Irrewillipe Road | Lot 1 LP51773 C/A Pt.32 Section B |
| 19 Irrewillipe Road | Lot 1 PS449041g |
| 21 Irrewillipe Road | Lot 1 LP305870u |
| 22 Irrewillipe Road | C/A 33 Section B |
| 25 Irrewillipe Road | Lot 5 PS531145 |
| 30 Irrewillipe Road | Lot 1 C/A Pt.34 Section B |
| 31 Irrewillipe Road | Lot 4 PS531145 |
| 32 Irrewillipe Road | Lot 8 LP81873 Section B |
| 34-36 Irrewillipe Road | CP151976 |
| 37 Irrewillipe Road | Lot 3 PS531145l |
| 38 Irrewillipe Road | Lot 5 LP81873 |
| 40 Irrewillipe Road | Lot 4 LP81873 Section B |
| 42 Irrewillipe Road | Lot 3 LP81873 Section B |
| 43 Irrewillipe Road | Lot 2 PS5311451 |
| 43a Irrewillipe Road | Lot 2 PS548437 |
| 44 Irrewillipe Road | Lot 2 LP81873 Section B |
| 45 Irrewillipe Road | Lot 1 PS536605 |
| 46 Irrewillipe Road | Lot 1 LP81873 Section B |
| 48 Irrewillipe Road | Lot 1 PS501660n |
| 55 Irrewillipe Road | Lot 2 PS538350 |
| 59 Irrewillipe Road | Lot 1 PS538350 |
| 60 Irrewillipe Road | Lot 2 PS501660n |
| 61 Irrewillipe Road | C/A 36 & 36a Section A |
| 260 Queen Street | Lot 13 Tp564464 |
| 262 Queen Street | C/A 14 Section D |
| 265 Queen Street | C/A 35 Section C |
| 275 Queen Street | C/A 36 37 Section C |
| 280 Queen Street | C/A 14a 14b 15 15a 16a 16b Section D |
| 365 Queen Street | Lot 1 PS448302k |
| 366 Queen Street | C/A 18 18a Section D |
| 371 Queen Street | Lot 2 PS448302k |
| 374 Queen Street | Lot 1 LP98619 C/A Pt.21 Section D |
| 378 Queen Street | Lot 2 LP34784 C/A Pt.31 Section D |
| 1/379 Queen Street | Unit 1 Rp9366 |
| 2/379 Queen Street | Unit 2 Rp9366 |
| 3/379 Queen Street | Unit 3 Rp9366 |
| 4/379 Queen Street | Unit 4 Rp9366 |
| 5/379 Queen Street | Unit 5 Rp9366 |

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| 6/379 Queen Street | Unit 6 Rp9366 |
| 7/379 Queen Street | Unit 7 Rp9366 |
| 8/379 Queen Street | Unit 8 Rp9366 |
| 382 Queen Street | Lot 3 LP34784 C/A Pt.31 Section D |
| 383 Queen Street | Lots 3 4 LP85451 CP161686 Section C |
| 384 Queen Street | Lot 4 LP34784 C/A Pt.31 Section D |
| 386 Queen Street | Lot 5 LP34784 C/A Pt.31 Section D |
| 387 Queen Street | Lot 5 LP85451 |
| 388 Queen Street | Lot 6 LP34784 C/A Pt.31 Section D |
| 389 Queen Street | Lot 6 LP85451 |
| 390 Queen Street | Lot 7 LP34784 C/A Pt.31 Section D |
| 391 Queen Street | Lot 7 LP85451 Section C |
| 391a Queen Street | Lot 8 LP85451 |
| 393 Queen Street | Lot 9 LP85451 |
| 394 Queen Street | Lot 8 LP34784 C/A Pt.31 Section D |
| 395 Queen Street | Lots 10 11 LP85451 Section C |
| 396 Queen Street | Lot 1 Tp086368 |
| 397 Queen Street | Lot 12 LP85451 |
| 398 Queen Street | Lots 10 & 11 LP34784 C/A Pt.25 Section D |
| 2 Ballagh Street | Lot 9 LP28478 C/A Pt.32a Section B |
| 4 Ballagh Street | CP164323I C/A Pt.32a Section B |
| 7 Ballagh Street | Lot Pt.4 LP42111 |
| 8 Ballagh Street | Lot 6 LP28478 |
| 9 Ballagh Street | Lot 8 LP129100 C/A Pt.31 Section B |
| 10 Ballagh Street | Lot 5 LP28478 C/A Pt.32a Section B |
| 11 Ballagh Street | Lot 7 LP129100 |
| 12 Ballagh Street | Lot 4 LP28478 C/A Pt.32a Section B |
| 13 Ballagh Street | Lot 6 LP129100 C/A Pt.31 Section B |
| 14 Ballagh Street | Lot 3 LP28478 C/A Pt.32a Section B |
| 15 Ballagh Street | Lot 5 LP129100 C/A Pt.31 Section B |
| 16 Ballagh Street | Lot 2 LP28478 |
| 17 Ballagh Street | Lot 4 LP129100 C/A Pt.31 Section B |
| 17a Ballagh Street | Lot 3 LP129100 C/A Pt.31 Section B |
| 18 Ballagh Street | Lot 1 Tp615618 |
| 19 Ballagh Street | Lot 2 LP129100 C/A Pt.31 Section B |
| 20 Ballagh Street | Lot 1 PS540210 |
| 20b Ballagh Street | Lot 2 PS540210 |
| 21 Ballagh Street | Lot 1 LP129100 C/A Pt.31 Section B |
| 22 Ballagh Street | Lot 4 PS506622u |
| 23 Ballagh Street | Lot 5 PS543648 |
| 24 Ballagh Street | Lot 3 PS506622u |
| 25 Ballagh Street | Lot 4 PS543648 |
| 27 Ballagh Street | Lot 3 PS546348 |
| 28 Ballagh Street | Lot 2 PS506622u |
| 29 Ballagh Street | Lot 6 PS543648 |
| 30 Ballagh Street | Lot 1 PS506622u |
| 31 Ballagh Street | Lot 2 PS543648 |
| 32 Ballagh Street | Lot 1 PS609246 |
| 33 Ballagh Street | Lot 1 PS543648 |
| 34 Ballagh Street | Lot 2 PS609246 |
| 35 Ballagh Street | C/A 37 Section B |
| 36 Ballagh Street | Lots 11 & 12 PS602561 |
| 38 Ballagh Street | Lot 2 PS602561 |
| 40 Ballagh Street | Lot 1 PS602561 |
| 47 Ballagh Street | Lot 12 PS546963 |
| 49-51 Ballagh Street | Lots 10 & 11 PS546963 |
| 1 Rose Drive | Lot 43 PS316697u |
| 2 Rose Drive | Lot 40 PS316697u |
| 3 Rose Drive | Lot 44 PS316697u |
| 4 Rose Drive | Lot 39 PS316697u |

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| 5 Rose Drive | Lot 45 PS316697u |
| 6 Rose Drive | Lot 38 PS316697u |
| 7 Rose Drive | Lot 46 PS316697u |
| 8 Rose Drive | Lot 37 PS316697u |
| 9 Rose Drive | Lot 47 PS316697u |
| 10 Rose Drive | Lot 36 PS316697u |
| 11 Rose Drive | Lot 48 PS316697u |
| 12 Rose Drive | Lot 35 PS 316697u |
| 13 Rose Drive | Lot 49 PS316697u |
| 14 Rose Drive | Lot 34 PS316697u |
| 1/1 Garden Close | Lot Pt.5 PS506622 |
| 2/1 Garden Close | Lot Pt.5 PS506622 |
| 2 Garden Close | Lot 25 PS506622u |
| 3 Garden Close | Lot 6 PS506622u |
| 4 Garden Close | Lot 24 PS506622u |
| 5 Garden Close | Lot 7 PS506622u |
| 6 Garden Close | Lot 23 PS506622 |
| 1/7 Garden Close | Lot 1 PS544853 |
| 2/7 Garden Close | Lot 2 PS544853 |
| 8 Garden Close | Lot 22 PS506622u |
| 9 Garden Close | Lot 9 PS506622u |
| 10 Garden Close | Lot 21 PS 506622u |
| 11 Garden Close | Lot 10 PS506622u |
| 12 Garden Close | Lot 20 PS506622u |
| 13 Garden Close | Lot 11 PS506622 |
| 14 Garden Close | Lot 19 PS506622u |
| 15 Garden Close | Lot 12 PS506622 |
| 16 Garden Close | Lot 18 PS506622u |
| 17 Garden Close | Lot 13 PS506622 |
| 18 Garden Close | Lot 17 PS506622 |
| 19 Garden Close | Lot 14 PS506622u |
| 20 Garden Close | Lot 16 PS506622 |
| 21 Garden Close | Lot 15 PS506622u |
| 1 Callistemon Court | Lot 11 LP316697u C/P Pt.49 |
| 2 Callistemon Court | Lot 2 LP316697 |
| 3 Callistemon Court | Lot 10 LP316697u C/P Pt.49 |
| 4 Callistemon Court | Lot 3 LP316697 |
| 5 Callistemon Court | Lot 9 LP316697u C/P Pt.49 |
| 6 Callistemon Court | Lot 4 LP316697u C/P Pt.49 |
| 7 Callistemon Court | Lot 8 LP316697u C/P Pt.49 |
| 8 Callistemon Court | Lot 5 LP316697u C/P Pt.49 |
| 9 Callistemon Court | Lot 7 LP316697u C/P Pt.49 |
| 9a Callistemon Court | Recreation Reserve PS316697 |
| 10 Callistemon Court | Lot 6 LP316697c |
| 1 Buckland Court | Lot 10 LP131994 |
| 2 Buckland Court | Lot 11 LP131994 |
| 3 Buckland Court | Lot 12 LP131994 |
| 4 Buckland Court | Lot 13 LP131994 |
| 5 Buckland Court | Lot 14 LP131994 |
| 6 Buckland Court | Lot 15 LP131994 |
| 7 Buckland Court | Lot 16 LP131994 |
| 8 Buckland Court | Lot 2 LP327838r |
| 9 Buckland Court | Lot 22 LP131994 |
| 10 Buckland Court | Lot 23 LP131994 |
| 11 Buckland Court | Lot 24 LP131994 |
| 12 Buckland Court | Lot 25 LP131994 |
| 13-14 Buckland Court | Lots 26 & 27 LP131994 |
| 15 Buckland Court | Lot 28 LP131994 |
| 16 Buckland Court | Lot 34 LP131994 |
| 17 Buckland Court | Lot 33 LP131994 |

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|----------------------------|--|
| 76 Slater Street | C/A 23 Section C |
| 80 Slater Street | C/A 47 Section C |
| 82 Slater Street | C/A 46 Section C |
| 84 Slater Street | C/A 45 Section C |
| 96 Slater Street | C/A 44 Section C |
| 98 Slater Street | Lot 3 LP24157 C/A Pt.43 Section C |
| 100 Slater Street | Lot 2 LP24157 C/A Pt.43 Section C |
| 102 Slater Street | Lot 1 LP24157 & Lots 1 & 2 Tp706529 |
| 109 Slater Street | C/A 38 Section C |
| 113 Slater Street | C/A 39 Section C |
| 135 Slater Street | C/A 55 & 56 Section C (Eliminyt Primary School) |
| 5 Tulloh Street | Lot 19 LP130909 (Tulloh Street Dam Reserve) |
| 6 Tulloh Street | Lot 1 LP203596w |
| 8 Tulloh Street | Lot 13 LP50913 C/A Pt.29 Pt.29b |
| 9-11 Tulloh Street | Lots 17 18 LP130909 |
| 10 Tulloh Street | Lot 12 LP50913 Section D |
| 12 Tulloh Street | Lot 11 LP50913 C/A Pt.30 Section D |
| 13 Tulloh Street | Lot 16 LP130909 |
| 14 Tulloh Street | Lot 10 LP50913 C/A Pt.30 Section D |
| 14a Tulloh Street | Lot 3 LP306778b |
| 1/15 Tulloh Street | Lot 1 LP305873 |
| 2/15 Tulloh Street | Lot 2 LP305873 |
| 16 Tulloh Street | Lot 9 LP50913 |
| 17 Tulloh Street | Lot 14 LP130909 |
| 18 Tulloh Street | Lot 8 LP50913 C/A Pt.30 Section D |
| 19 Tulloh Street | Lot 13 LP130909 |
| 20 Tulloh Street | Lot 7 LP50913 C/A Pt.30 Section D |
| 21 Tulloh Street | Lot 12 LP130909 |
| 22 Tulloh Street | Lot 6 LP50913 |
| 23 Tulloh Street | Lot 11 LP130909 |
| 24 Tulloh Street | Lot 5 LP50913 |
| 25 Tulloh Street | Lot 10 LP130909 |
| 26 Tulloh Street | Lot 4 LP50913 |
| 27-29 Tulloh Street | Lots 8 9 20 LP130909 |
| 30 Tulloh Street | Lot 3 LP50913 |
| 31 Tulloh Street | Lot 7 LP130909 |
| 32 Tulloh Street | Lot 1 LP306778b & Lot 2 PS528464 |
| 33 Tulloh Street | Lot 6 LP98619 |
| 34 Tulloh Street | Lot 1 LP50913 |
| 35 Tulloh Street | Lot 5 LP98619 |
| 36 Tulloh Street | Lot 1 LP34784 |
| 37 Tulloh Street | Lot 4 LP98619 |
| 39 Tulloh Street | Lot 3 LP98619 |
| 40 Tulloh Street | Lot 2 LP85451 |
| 41 Tulloh Street | Lot 2 LP98619 |
| 42 Tulloh Street | Lot 1 LP85451 |
| 43 Tulloh Street | Lot Pt.2 LP44379 |
| 44 Tulloh Street | Lot 3 LP44476 |
| 45 Tulloh Street | Lot Pt.2 LP44379 |
| 46 Tulloh Street | Lot 4 LP44476 |
| 47 Tulloh Street | Lot Pt.2 LP44379 |
| 48 Tulloh Street | Lot 5 LP44476 C/A Pt.53 Section C |
| 49 Tulloh Street | Lot Pt.3 LP44379 C/A Pt.54 Section C |
| 50 Tulloh Street | Lot 6 LP44476 C/A Pt.53 Section C |
| 51 Tulloh Street | Lot Pt.3 LP44379 C/A Pt.54 Section C |
| 52 Tulloh Street | Lot 1 LP131993 |
| 53 Tulloh Street | Lot 9 LP66759 C/A Pt.50 Section C |
| 54 Tulloh Street | Lots 2 3 LP131993 |
| 55 Tulloh Street | Lot 8 LP66759 |
| 57 Tulloh Street | Lot 7 LP66759 C/A Pt.48 Section C |

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| 57a Tulloh Street | Lot 10 LP66759 C/A Pt.48 Section C |
| 58 Tulloh Street | Lot 4 LP131993 |
| 59 Tulloh Street | Lot 6 LP66759 Section C |
| 60 Tulloh Street | Lot 5 LP131993 |
| 61 Tulloh Street | Lot 5 LP66759 C/A Pt.49 Section C |
| 62 Tulloh Street | Lot 6 LP131993 |
| 63 Tulloh Street | Lot 4 LP66759 C/A Pt.49 Section C |
| 64 Tulloh Street | Lot 7 LP131993 |
| 65 Tulloh Street | Lot 3 LP66759 C/A Pt.40 Pt.50 Section C |
| 66 Tulloh Street | Lot 8 LP131993 |
| 67 Tulloh Street | Lot 2 LP66759 C/A Pt.50 Section C |
| 68 Tulloh Street | Lot 9 LP131993 |
| 69 Tulloh Street | Lot 1 LP66759 C/A Pt.50 Section C |
| 70 Tulloh Street | Lot 32 LP131994 |
| 71 Tulloh Street | Lot 5 LP131992 |
| 72 Tulloh Street | Lot 31 LP131994 |
| 170 Hart Street | C/A 20 Section B |
| 174 Hart Street | Lot 1 PS548437 |
| 180 Hart Street | CP351708 |
| 183 Hart Street | Lot 2 PS536605 |
| 184 Hart Street | C/A Pt.35 Section B |
| 190 Hart Street | Lot 1 PS546963 |
| 192 Hart Street | Lot 7 PS546963 |
| 194 Hart Street | Lot 8 PS546963 |
| 225 Hart Street | C/A 38a & Pt.38b Section A |
| 2 Howarth Street | Lot 1 LP71955 |
| 4 Howarth Street | Lot 2 LP305877e |
| 6 Howarth Street | Lot 1 PS328372h |
| 7 Howarth Street | C/A 54 Section B (Apex Preschool Centre) |
| 8 Howarth Street | Lot 1 LP116399 C/A Pt.45 Section B |
| 9 Howarth Street | Lot 6 LP81546 C/A Pt.44 Section B |
| 11 Howarth Street | Lot 5 LP81546 |
| 12 Howarth Street | Lots 4 & 5 LP83951 C/A Pt.46 Section B |
| 13 Howarth Street | Lot 4 LP81548 C/A Pt.44 Section B |
| 15 Howarth Street | CP108706 Section B |
| 16 Howarth Street | CP106488 |
| 17 Howarth Street | Lot 2 LP81548 |
| 18 Howarth Street | Lot 2 LP143599 C/A Pt.47 Section B |
| 19 Howarth Street | Lot 1 LP81548 C/A 43 Section B |
| 20 Howarth Street | Lot 1 LP143599 C/A Pt.47 Section B |
| 21 Howarth Street | CP365132j |
| 26 Howarth Street | CP159713 |
| 27-29 Howarth Street | Lots 15 & 16 PS544845 |
| 30 Howarth Street | Lot 1 LP129562 C/A Pt.49 Section B |
| 31 Howarth Street | Lot 14 PS544845 |
| 32 Howarth Street | Lot 3 PS511733 |
| 39 Howarth Street | C/A 39 Section B |
| 25 Dowling Street | Lot 1 Tp831739 (C/A 44 Section D) |
| 37 Dowling Street | Lot 6 PS434062g |
| 49 Dowling Street | Lot 12 PS316694b |
| 51 Dowling Street | Lot 13 PS316694b |
| 1-9 Beechy Court | Lot A PS434062g |
| 2 Beechy Court | Lot 11 PS316694b |
| 4 Beechy Court | Lot 10 PS316694 |
| 6 Beechy Court | Lot 9 PS316694b |
| 8 Beechy Court | Lot 8 PS316694b |
| 10 Beechy Court | Lot 7 LP316694b |
| 11 Beechy Court | Lot 1 PS436941q |
| 12 Beechy Court | Lot 6 PS316694b |
| 13 Beechy Court | Lot 2 PS436941q |

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| 14 Beechy Court | Lot 5 PS316694b |
| 15 Beechy Court | Lot 3 PS436941q |
| 16 Beechy Court | Lot 4 PS316694b |
| 18 Beechy Court | Lot 3 PS316694b |
| 19 Beechy Court | C/A 47 Section D |
| 20 Beechy Court | Lot 2 PS316694b |
| 22 Beechy Court | Lot 1 PS316694b |
| 1 Ricstan Court | Lot 2 PS 546963 |
| 2 Ricstan Court | Lot 3 PS 546963 |
| 3 Ricstan Court | Lot 4 PS 546963 |
| 4 Ricstan Court | Lot 5 PS 546963 |
| 5 Ricstan Court | Lot 6 PS 546963 |
| 2a Deloraine Court | Lot 3 PS 602561 |
| 4 Deloraine Court | Lot 4 PS 602561 |
| 5 Deloraine Court | Lot 10 PS 602561 |
| 6 Deloraine Court | Lot 5 PS 602561 |
| 7 Deloraine Court | Lot 9 PS 602561 |
| 8 Deloraine Court | Lot 6 PS 602561 |
| 9 Deloraine Court | Lot 8 PS 602561 |
| 10 Deloraine Court | Lot 7 PS 602561 |
| 2-8 Spring Street | Lot 1 & 2 LP60789 & C/A Pt.47 Section A |
| 10 Spring Street | Lot 2 LP323564a |
| 11 Spring Street | Lot 1 PS511733 |
| 13 Spring Street | Lot 2 PS511733 |
| 15 Spring Street | Lot 2 PS401776 |
| 17 Spring Street | Lot 3 LP99304 |
| 19 Spring Street | Lot 2 LP99304 C/A Pt.50 Section B |
| 20 Spring Street | C/A 43a Section A |
| 21 Spring Street | Lot 1 LP99304 C/A Pt.50 Section B |
| 23 Spring Street | Lot 1 LP118320 Section B |
| 25 Spring Street | Lot 2 LP118720 |
| 27 Spring Street | Lot 5 LP78182 C/A Pt.53 Section B |
| 28 Spring Street | Lot 2 LP209232 C/A Pt.44a Section A |
| 29 Spring Street | Lots 3 & 4 LP118720 |
| 30 Spring Street | C/A 44a Section A |
| 32 Spring Street | Lot 1 LP209232 C/A Pt.44a Section A |
| 33 Spring Street | Lot 5 LP118720 Section B |
| 36 Spring Street | Lot 1 LP60440 C/A Pt.46a Section A |
| 38 Spring Street | Lot 2 LP60440 Section A |
| 40 Spring Street | Lot 3 LP60440 |
| 42 Spring Street | Lot 4 LP60440 Section A |
| 44 Spring Street | Lot 5 LP60440 Section A |
| 46 Spring Street | Lot 6 LP60440 Section A |

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Schedule

| Property Address | Property Description | Property Titles | | Costs |
|-------------------|--|-----------------|----|----------|
| 1 Banksia Drive | Lot 15 PS316697u | 1 | \$ | 1,159.18 |
| 2 Banksia Drive | Lot 41 PS316697u | 1 | \$ | 1,159.18 |
| 3 Banksia Drive | Lot 16 PS316697u | 1 | \$ | 1,159.18 |
| 4 Banksia Drive | Lot 42 PS316697u | 1 | \$ | 1,159.18 |
| 5 Banksia Drive | Lot 17 PS316697u | 1 | \$ | 1,159.18 |
| 7 Banksia Drive | Lot 18 PS316697u | 1 | \$ | 1,159.18 |
| 9 Banksia Drive | Lot 19 PS316697u | 1 | \$ | 1,159.18 |
| 1 Harris Road | C/A 53 Section D | 1 | \$ | 1,159.18 |
| 3 Harris Road | Lot 10 PS520883 | 1 | \$ | 1,159.18 |
| 3a Harris Road | Lots 5 & 6 PS520883 | 2 | \$ | 2,318.36 |
| 5 Harris Road | Lot 9 PS520883 | 1 | \$ | 1,159.18 |
| 9 Harris Road | CP370264 | 1 | \$ | 1,159.18 |
| 11 Harris Road | Lot 4 PS520883 | 1 | \$ | 1,159.18 |
| 12 Harris Road | Lot 1 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 13 Harris Road | Lot 3 PS520883 | 1 | \$ | 1,159.18 |
| 15 Harris Road | Lot 2 PS520883 | 1 | \$ | 1,159.18 |
| 17 Harris Road | Lot 1 PS520883 | 1 | \$ | 1,159.18 |
| 18 Harris Road | Lot 12 PS316697u | 1 | \$ | 1,159.18 |
| 19-21 Harris Road | C/A 51 51a Section D | 2 | \$ | 2,318.36 |
| 20 Harris Road | Lot 1 LP97318 C/A Pt.49 | 1 | \$ | 1,159.18 |
| 22 Harris Road | Lot 13 PS316697u | 1 | \$ | 1,159.18 |
| 23 Harris Road | Lot 4 LP306778b | 1 | \$ | 1,159.18 |
| 24 Harris Road | Lot 14 LP316697u | 1 | \$ | 1,159.18 |
| 25 Harris Road | Recreation Reserve PS306678 | 1 | \$ | 1,159.18 |
| 26 Harris Road | Lot 24 LP316697u | 1 | \$ | 1,159.18 |
| 27 Harris Road | Lot 5 PS306778b | 1 | \$ | 1,159.18 |
| 28 Harris Road | Lot 25 PS316697u | 1 | \$ | 1,159.18 |
| 29 Harris Road | Lot 1 PS528464 | 1 | \$ | 1,159.18 |
| 30 Harris Road | Lot 26 PS316697u | 1 | \$ | 1,159.18 |
| 31 Harris Road | Lot 1 LP64200 C/A Pt.25 Section D | 1 | \$ | 1,159.18 |
| 32 Harris Road | CP362934I | 1 | \$ | 1,159.18 |
| 34 Harris Road | Lot 29 PS316697u | 1 | \$ | 1,159.18 |
| 36 Harris Road | Lot 30 PS316697u | 1 | \$ | 1,159.18 |
| 38 Harris Road | Lot 31 PS316697u | 1 | \$ | 1,159.18 |
| 40 Harris Road | Lot 32 PS316697u | 1 | \$ | 1,159.18 |
| 41 Harris Road | Lot 9 LP40962 C/A Pt.30 Section C | 1 | \$ | 1,159.18 |
| 43 Harris Road | Lot 8 LP40962 C/A Pt.30 Section C | 1 | \$ | 1,159.18 |
| 45 Harris Road | Lot 7 LP40962 C/A Pt.30 Section C | 1 | \$ | 1,159.18 |
| 47 Harris Road | Lot 6 LP40962 C/A Pt.30 Section C | 1 | \$ | 1,159.18 |
| 49 Harris Road | Lot 5 LP40962 C/A Pt.30 Section C | 1 | \$ | 1,159.18 |
| 50 Harris Road | Lots S10 PS316697u | 1 | \$ | 1,159.18 |
| 51-53 Harris Road | Lots 3 & 4 LP40962 C/A Pt.29 Section C | 2 | \$ | 2,318.36 |
| 55 Harris Road | Lot 2 LP40962 | 1 | \$ | 1,159.18 |
| 56 Harris Road | Lot 6 LP11661 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 57 Harris Road | Lot 1 LP40962 C/A Pt.29 Section C | 1 | \$ | 1,159.18 |
| 58 Harris Road | Lot 2 LP97687 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 59 Harris Road | Lot 2 LP89903 C/A Pt.28 Section C | 1 | \$ | 1,159.18 |
| 60 Harris Road | Lot 1 LP97687 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 61 Harris Road | Lot 1 LP13067 C/A Pt.28 Section C | 1 | \$ | 1,159.18 |
| 61a Harris Road | Lot 2 LP130367 | 1 | \$ | 1,159.18 |
| 62 Harris Road | Lot 2 PS612858 | 1 | \$ | 1,159.18 |
| 63 Harris Road | Lot 2 LP93572 C/A Pt.28 Section C | 1 | \$ | 1,159.18 |
| 64 Harris Road | Lot 1 PS612858 | 1 | \$ | 1,159.18 |
| 65 Harris Road | Lot 1 LP93572 C/A Pt.28 Section C | 1 | \$ | 1,159.18 |
| 66 Harris Road | Lot 8 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 67 Harris Road | Lot 18 LP131993 | 1 | \$ | 1,159.18 |
| 68 Harris Road | Lot 7 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 69 Harris Road | Lot 19 LP131993 | 1 | \$ | 1,159.18 |
| 70 Harris Road | Lot 6 LP51197 | 1 | \$ | 1,159.18 |

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|-----------------------|--|---|----|----------|
| 71 Harris Road | Lot 20 LP131993 | 1 | \$ | 1,159.18 |
| 72 Harris Road | Lot 5 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 73 Harris Road | Lot 1 LP327838r | 1 | \$ | 1,159.18 |
| 74 Harris Road | Lot 4 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 76 Harris Road | Lot 3 LP51197 | 1 | \$ | 1,159.18 |
| 77 Harris Road | Lot 3 LP24166 C/A Pt.45 Section B | 1 | \$ | 1,159.18 |
| 78 Harris Road | Lot 9 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 79 Harris Road | Lot 2 LP24166 C/A Pt.45 Section B | 1 | \$ | 1,159.18 |
| 80 Harris Road | Lot 2 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 81 Harris Road | Lot 2 LP71955 C/A Pt.45 Section B | 1 | \$ | 1,159.18 |
| 82 Harris Road | Lot 1 LP51197 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 83 Harris Road | Lot 1 LP305877e C/A Pt.45 Section B | 1 | \$ | 1,159.18 |
| 84 Harris Road | Lot 4 LP117616 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 85 Harris Road | Lot 2 PS328372h | 1 | \$ | 1,159.18 |
| 86 Harris Road | CP153488 | 1 | \$ | 1,159.18 |
| 87 Harris Road | Lot 2 LP116399 | 1 | \$ | 1,159.18 |
| 90 Harris Road | Lot 1 LP117616 C/A Pt.48 | 1 | \$ | 1,159.18 |
| 91 Harris Road | Lots 1 & 6 LP83951 | 2 | \$ | 2,318.36 |
| 92 Harris Road | Lot 1 LP134184 & Lot 5 PS403926w | 2 | \$ | 2,318.36 |
| 93 Harris Road | Lot 2 LP201539 C/A Pt.47 Section B | 1 | \$ | 1,159.18 |
| 93a Harris Road | Lot 1 LP201539 C/A Pt.47 Section B | 1 | \$ | 1,159.18 |
| 94 Harris Road | Lots 3 & 4 PS403926 | 2 | \$ | 2,318.36 |
| 95 Harris Road | Lot 1 LP135971 C/A Pt.47 Section B | 1 | \$ | 1,159.18 |
| 97 Harris Road | Lot 2 LP65490 C/A Pt.48 Section B | 1 | \$ | 1,159.18 |
| 99 Harris Road | Lot 1 LP65490 C/A Pt.48 Section B | 1 | \$ | 1,159.18 |
| 101 Harris Road | Lot 2 LP129562 C/A Pt.49 Section B | 1 | \$ | 1,159.18 |
| 101a Harris Road | Lot 2 PS304699 | 1 | \$ | 1,159.18 |
| 102 Harris Road | Lots 1 & 2 PS403926w | 2 | \$ | 2,318.36 |
| 103 Harris Road | Lot 1 LP304699 C/A Pt.49 Section B | 1 | \$ | 1,159.18 |
| 104 Harris Road | CP160630 | 1 | \$ | 1,159.18 |
| 105 Harris Road | Lots 1 & Pt.3 LP151778 C/A Pt.51 Section B | 2 | \$ | 2,318.36 |
| 107 Harris Road | Lot 1 Tp678155 | 1 | \$ | 1,159.18 |
| 109 Harris Road | Lot 1 LP75303 | 1 | \$ | 1,159.18 |
| 111 Harris Road | Lot 1 LP78182 Section B | 1 | \$ | 1,159.18 |
| 113 Harris Road | Lot 2 LP78182 | 1 | \$ | 1,159.18 |
| 115 Harris Road | Lot 3 LP78182 Section B | 1 | \$ | 1,159.18 |
| 117 Harris Road | Lot 9 PS118720 | 1 | \$ | 1,159.18 |
| 119 Harris Road | Lot 8 LP118720 | 1 | \$ | 1,159.18 |
| 121 Harris Road | Lot 7 LP118720 Section B | 1 | \$ | 1,159.18 |
| 123 Harris Road | Lot 6 LP118720 | 1 | \$ | 1,159.18 |
| 125-127 Harris Road | LP118720 | 1 | \$ | 1,159.18 |
| 122 Aireys Street | C/A 34 Section C | 1 | \$ | 1,159.18 |
| 128 Aireys Street | C/A 33 Section C | 1 | \$ | 1,159.18 |
| 129 Aireys Street | C/A 10 Section C | 1 | \$ | 1,159.18 |
| 132 Aireys Street | C/A 32 Section C | 1 | \$ | 1,159.18 |
| 133 Aireys Street | C/A 9 Section C | 1 | \$ | 1,159.18 |
| 134-136 Aireys Street | C/A 21 22 Pt.40 Pt.40a Pt.41 Section C | 2 | \$ | 2,318.36 |
| 135 Aireys Street | C/A 8 Section C | 1 | \$ | 1,159.18 |
| 138 Aireys Street | Lots 4 & 9 LP22161 C/A 20 & Pt.19 | 2 | \$ | 2,318.36 |
| 139 Aireys Street | C/A 7 Section C | 1 | \$ | 1,159.18 |
| 142 Aireys Street | Lot 8 LP31392 C/A Pt.19 Section C | 1 | \$ | 1,159.18 |
| 144 Aireys Street | Lot 7 LP31392 C/A Pt.19 Section C | 1 | \$ | 1,159.18 |
| 146 Aireys Street | Lot 6 LP31392 | 1 | \$ | 1,159.18 |
| 148 Aireys Street | Lot 5 LP31392 C/A Pt.19 Section C | 1 | \$ | 1,159.18 |
| 150 Aireys Street | Lot 4 LP31392 | 1 | \$ | 1,159.18 |
| 152 Aireys Street | Lot 4 LP34603 | 1 | \$ | 1,159.18 |
| 154 Aireys Street | Lot 5 LP34603 | 1 | \$ | 1,159.18 |
| 155 Aireys Street | Lot 3 PS523193 | 1 | \$ | 1,159.18 |
| 156 Aireys Street | Lot 6 LP34603 | 1 | \$ | 1,159.18 |
| 158 Aireys Street | Lot 7 LP34603 | 1 | \$ | 1,159.18 |
| 159 Aireys Street | Lot 2 PS523193 | 1 | \$ | 1,159.18 |
| 160 Aireys Street | Lot 8 LP34603 | 1 | \$ | 1,159.18 |
| 162 Aireys Street | Lot 9 LP34603 | 1 | \$ | 1,159.18 |

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|--------------------------|--|---|----|----------|
| 164 Aireys Street | Lot 10 LP34603 | 1 | \$ | 1,159.18 |
| 166 Aireys Street | Lot 11 LP34603 | 1 | \$ | 1,159.18 |
| 167 Aireys Street | Lot 1 PS523193 | 1 | \$ | 1,159.18 |
| 168 Aireys Street | Lot 12 LP34603 | 1 | \$ | 1,159.18 |
| 177 Aireys Street | Lot 2 PS436934m | 1 | \$ | 1,159.18 |
| 179 Aireys Street | Lot 3 PS540212 | 1 | \$ | 1,159.18 |
| 213 Aireys Street | C/A 6 Section A | 1 | \$ | 1,159.18 |
| 214 Aireys Street | C/A 33 Section A | 1 | \$ | 1,159.18 |
| 198-202 Armstrong Street | Lots 8 9 10 LP76726 | 3 | \$ | 3,477.53 |
| 199 Armstrong Street | C/A 12 Section A | 1 | \$ | 1,159.18 |
| 204 Armstrong Street | Lot 11 LP76726 C/A Pt.10 Section A | 1 | \$ | 1,159.18 |
| 205 Armstrong Street | C/A 13 Section A | 1 | \$ | 1,159.18 |
| 206 Armstrong Street | Lot 1 Tp533009v | 1 | \$ | 1,159.18 |
| 211 Armstrong Street | C/A 14 Section A | 1 | \$ | 1,159.18 |
| 214 Armstrong Street | C/A Pt. 8 Section A | 1 | \$ | 1,159.18 |
| 216 Armstrong Street | C/A 7 Section A | 1 | \$ | 1,159.18 |
| 217 Armstrong Street | C/A 15 Section A | 1 | \$ | 1,159.18 |
| 223 Armstrong Street | C/A Pt.16 Section A | 1 | \$ | 1,159.18 |
| 235 Armstrong Street | C/A 17 Section A | 1 | \$ | 1,159.18 |
| 241 Armstrong Street | C/A Pt.2 Pt.3 Section H CP159037 | 1 | \$ | 1,159.18 |
| 244 Armstrong Street | C/A 34 Section A | 1 | \$ | 1,159.18 |
| 249 Armstrong Street | CP159036t C/A Pt.4 Section H | 1 | \$ | 1,159.18 |
| 250 Armstrong Street | C/A 35 Section A | 1 | \$ | 1,159.18 |
| 257 Armstrong Street | C/A Pt.7 Section H | 1 | \$ | 1,159.18 |
| 263 Armstrong Street | CP159035 & C/A Pt.8 Section H | 1 | \$ | 1,159.18 |
| 122 Main Street | C/A 6 Section C | 1 | \$ | 1,159.18 |
| 135-137 Main Street | Lot 1 PS139828 & R1 PS139828 | 1 | \$ | 1,159.18 |
| 140 Main Street | Lot 1 LP31392 C/A Pt.19 Section C | 1 | \$ | 1,159.18 |
| 141 Main Street | Lot 1 Tp100843 (Lot 1 LP34603) | 1 | \$ | 1,159.18 |
| 1/142-144 Main Street | Lot 1 LP306772p (Unit 1) | 1 | \$ | 1,159.18 |
| 2/142-144 Main Street | Lot 2 LP306772 (Unit 2) | 1 | \$ | 1,159.18 |
| 3/142-144 Main Street | Lot 3 LP306772 (Unit 3) | 1 | \$ | 1,159.18 |
| 4/142-144 Main Street | Lot 4 LP306772 (Unit 4) | 1 | \$ | 1,159.18 |
| 5/142-144 Main Street | Lot 5 LP306772 (Unit 5) | 1 | \$ | 1,159.18 |
| 143 Main Street | Lot 2 LP34603 | 1 | \$ | 1,159.18 |
| 145 Main Street | Lot 3 LP34603 | 1 | \$ | 1,159.18 |
| 146 Main Street | Lot 2 LP203168u | 1 | \$ | 1,159.18 |
| 1/147 Main Street | Lots 1 & S2 LP306773 | 1 | \$ | 1,159.18 |
| 2/147 Main Street | Lot 2 LP306773 | 1 | \$ | 1,159.18 |
| 3/147 Main Street | Lot 3 LP306773 | 1 | \$ | 1,159.18 |
| 4/147 Main Street | Lot 4 LP306773 | 1 | \$ | 1,159.18 |
| 148 Main Street | Lot 1 LP203168u | 1 | \$ | 1,159.18 |
| 149 Main Street | Lot 2 LP136376 | 1 | \$ | 1,159.18 |
| 150 Main Street | C/A Pt.19 Section C | 1 | \$ | 1,159.18 |
| 152 Main Street | Lot 1 LP22161 C/A Pt.19a Section C | 1 | \$ | 1,159.18 |
| 153 Main Street | Tp457876 (CP169405) | 1 | \$ | 1,159.18 |
| 154 Main Street | Lot 2 LP22161 | 1 | \$ | 1,159.18 |
| 155 Main Street | Lot 2 LP86874 C/A Pt.24 & 25 Section B | 1 | \$ | 1,159.18 |
| 156 Main Street | Lot 3 LP22161 C/A Pt.19a Section C | 1 | \$ | 1,159.18 |
| 157 Main Street | Lot 3 LP86874 Section B | 1 | \$ | 1,159.18 |
| 159 Main Street | Lot 4 LP86874 | 1 | \$ | 1,159.18 |
| 161 Main Street | Lot 5 LP86874 Section B | 1 | \$ | 1,159.18 |
| 160 Main Street | Lot 5 LP22161 | 1 | \$ | 1,159.18 |
| 163 Main Street | Lot 6 LP86874 Section B | 1 | \$ | 1,159.18 |
| 1/163a Main Street | Unit 1 Rp7541 | 1 | \$ | 1,159.18 |
| 2/163a Main Street | Unit 2 Rp7541 | 1 | \$ | 1,159.18 |
| 3/163a Main Street | Unit 3 Rp7541 | 1 | \$ | 1,159.18 |
| 164 Main Street | Lot 1 Tp139236G | 1 | \$ | 1,159.18 |
| 166 Main Street | Lot 7 LP22161 C/A Pt.19a Section C | 1 | \$ | 1,159.18 |
| 167 Main Street | Lots 1 & 2 PS609917 | 1 | \$ | 1,159.18 |
| 168 Main Street | C/A Pt.42 Section C | 1 | \$ | 1,159.18 |
| 169 Main Street | Lot 7 & Pt.8 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 170 Main Street | C/A Pt.42 Section C & Lot 8 LP22161 | 2 | \$ | 2,318.36 |

| | | | | |
|------------------------|---|---|----|----------|
| 171 Main Street | Lot Pt.8 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 173 Main Street | Lot 9 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 175 Main Street | Lot 10 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 177 Main Street | Lot 1 Tp408511 (C/A Pt.29 Section B) | 1 | \$ | 1,159.18 |
| 179 Main Street | C/A Pt.29 Section B | 1 | \$ | 1,159.18 |
| 181 Main Street | C/A Pt.29 Section B | 1 | \$ | 1,159.18 |
| 182 Main Street | Lot Pt.6 LP2522 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 183 Main Street | C/A Pt.29 Section B | 1 | \$ | 1,159.18 |
| 185 Main Street | Lots 1 & 2 LP145192 C/A Pt.30 Section B | 2 | \$ | 2,318.36 |
| 186 Main Street | Lot Pt.4 LP2522 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 187 Main Street | Lot 1 LP145192 C/A Pt.30 Section B | 1 | \$ | 1,159.18 |
| 188 Main Street | Lot 3 LP2522 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 189 Main Street | C/A Pt.30 Section B | 1 | \$ | 1,159.18 |
| 190 Main Street | Lot 2 LP2522 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 1/191 Main Street | Units 5 & 8 Sp029416d | 1 | \$ | 1,159.18 |
| 2/191 Main Street | Units 1 & 4 Sp029416d | 1 | \$ | 1,159.18 |
| 3/191 Main Street | Units 9 & 10 Sp029416d | 1 | \$ | 1,159.18 |
| 192 Main Street | Lot 1 LP2522 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 193 Main Street | Lot 2 LP42111 | 1 | \$ | 1,159.18 |
| 194 Main Street | Lot 1 LP13192 | 1 | \$ | 1,159.18 |
| 195 Main Street | Lot 3 LP42111 | 1 | \$ | 1,159.18 |
| 196 Main Street | Lot 2 LP131992 | 1 | \$ | 1,159.18 |
| 198 Main Street | Lot 3 LP131992 | 1 | \$ | 1,159.18 |
| 200 Main Street | Lot 4 LP131992 | 1 | \$ | 1,159.18 |
| 204 Main Street | Lot 6 LP131992 (Joiner Park) | 1 | \$ | 1,159.18 |
| 206 Main Street | Lot 30 LP131994 | 1 | \$ | 1,159.18 |
| 208 Main Street | Lot 29 LP131994 | 1 | \$ | 1,159.18 |
| 235 Main Street | South Colac Recreation | 1 | \$ | 1,159.18 |
| 2 Irrewillipe Road | Lot 6 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 4 Irrewillipe Road | Lot 5 LP42112 | 1 | \$ | 1,159.18 |
| 5 Irrewillipe Road | Lot 3 PS513223 | 1 | \$ | 1,159.18 |
| 6 Irrewillipe Road | Lot 4 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 7 Irrewillipe Road | Lot 2 PS513223 | 1 | \$ | 1,159.18 |
| 8 Irrewillipe Road | C/A Pt.28a Section B (Lot 3 LP42112) | 1 | \$ | 1,159.18 |
| 9-11 Irrewillipe Road | Lot 1 PS513223u | 1 | \$ | 1,159.18 |
| 10 Irrewillipe Road | Lot 2 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 12 Irrewillipe Road | Lot 1 LP42112 C/A Pt.28 Section B | 1 | \$ | 1,159.18 |
| 14-16 Irrewillipe Road | Lots 2 & 3 LP51773 C/A Pt.32 Section B | 2 | \$ | 2,318.36 |
| 15 Irrewillipe Road | Lot 1 PS309192 | 1 | \$ | 1,159.18 |
| 17 Irrewillipe Road | Lot 2 PS449041g | 1 | \$ | 1,159.18 |
| 18-20 Irrewillipe Road | Lot 1 LP51773 C/A Pt.32 Section B | 1 | \$ | 1,159.18 |
| 19 Irrewillipe Road | Lot 1 PS449041g | 1 | \$ | 1,159.18 |
| 21 Irrewillipe Road | Lot 1 LP305870u | 1 | \$ | 1,159.18 |
| 22 Irrewillipe Road | C/A 33 Section B | 1 | \$ | 1,159.18 |
| 25 Irrewillipe Road | Lot 5 PS531145 | 1 | \$ | 1,159.18 |
| 30 Irrewillipe Road | Lot 1 C/A Pt.34 Section B | 1 | \$ | 1,159.18 |
| 31 Irrewillipe Road | Lot 4 PS531145 | 1 | \$ | 1,159.18 |
| 32 Irrewillipe Road | Lot 8 LP81873 Section B | 1 | \$ | 1,159.18 |
| 34-36 Irrewillipe Road | CP151976 | 1 | \$ | 1,159.18 |
| 37 Irrewillipe Road | Lot 3 PS531145l | 1 | \$ | 1,159.18 |
| 38 Irrewillipe Road | Lot 5 LP81873 | 1 | \$ | 1,159.18 |
| 40 Irrewillipe Road | Lot 4 LP81873 Section B | 1 | \$ | 1,159.18 |
| 42 Irrewillipe Road | Lot 3 LP81873 Section B | 1 | \$ | 1,159.18 |
| 43 Irrewillipe Road | Lot 2 PS5311451 | 1 | \$ | 1,159.18 |
| 43a Irrewillipe Road | Lot 2 PS548437 | 1 | \$ | 1,159.18 |
| 44 Irrewillipe Road | Lot 2 LP81873 Section B | 1 | \$ | 1,159.18 |
| 45 Irrewillipe Road | Lot 1 PS536605 | 1 | \$ | 1,159.18 |
| 46 Irrewillipe Road | Lot 1 LP81873 Section B | 1 | \$ | 1,159.18 |
| 48 Irrewillipe Road | Lot 1 PS501660n | 1 | \$ | 1,159.18 |
| 55 Irrewillipe Road | Lot 2 PS538350 | 1 | \$ | 1,159.18 |
| 59 Irrewillipe Road | Lot 1 PS538350 | 1 | \$ | 1,159.18 |
| 60 Irrewillipe Road | Lot 2 PS501660n (Elliminyt Pound) | 1 | \$ | 1,159.18 |
| 61 Irrewillipe Road | C/A 36 & 36a Section A | 2 | \$ | 2,318.36 |

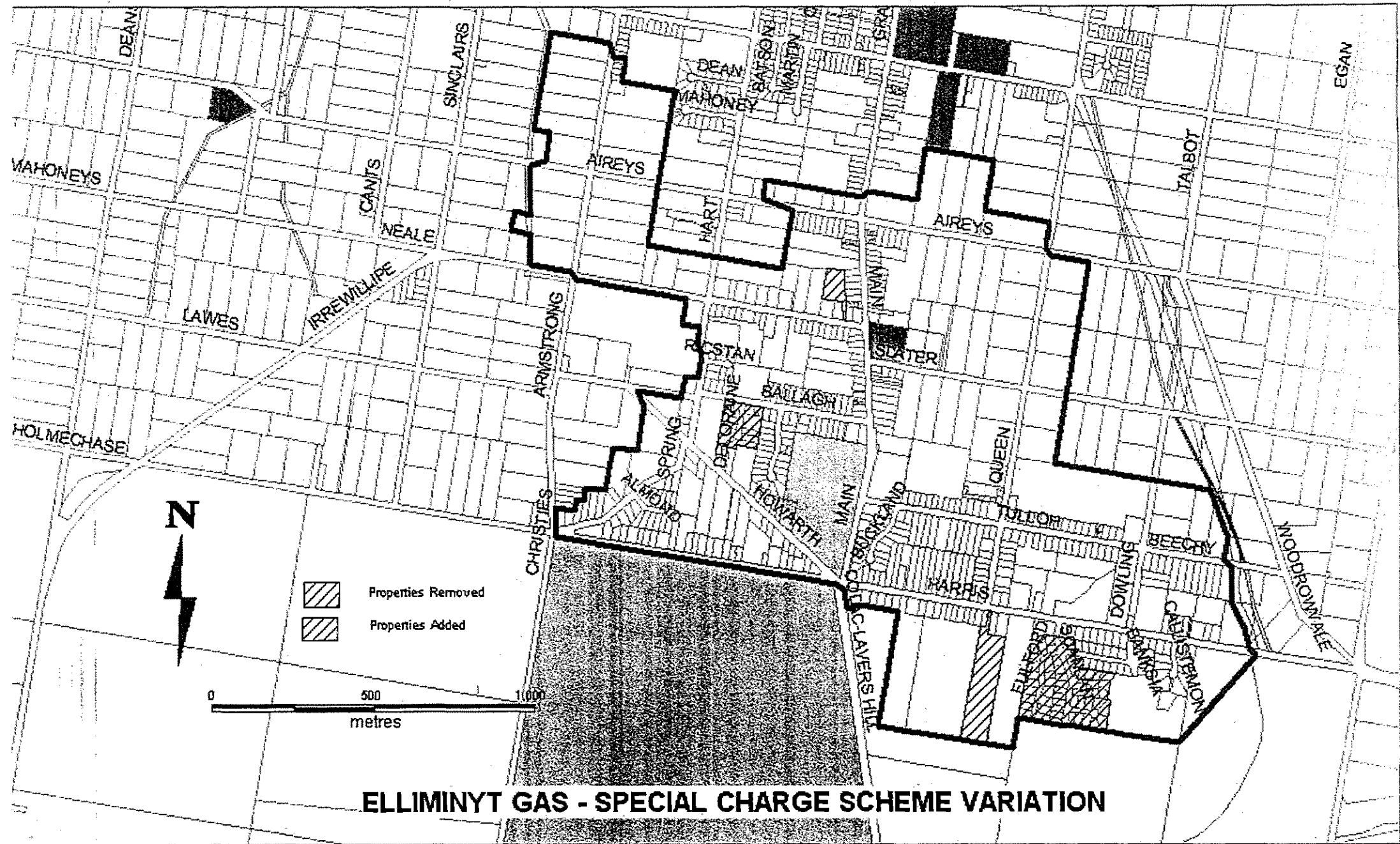
| | | | | |
|--------------------|--|---|----|----------|
| 260 Queen Street | Lot 13 Tp564464 | 1 | \$ | 1,159.18 |
| 262 Queen Street | C/A 14 Section D | 1 | \$ | 1,159.18 |
| 265 Queen Street | C/A 35 Section C | 1 | \$ | 1,159.18 |
| 275 Queen Street | C/A 36 37 Section C | 2 | \$ | 2,318.36 |
| 280 Queen Street | C/A 14a 14b 15 15a 16a 16b Section D | 2 | \$ | 2,318.36 |
| 365 Queen Street | Lot 1 PS448302k | 1 | \$ | 1,159.18 |
| 366 Queen Street | C/A 18 18a Section D | 2 | \$ | 2,318.36 |
| 371 Queen Street | Lot 2 PS448302k | 1 | \$ | 1,159.18 |
| 374 Queen Street | Lot 1 LP98619 C/A Pt.21 Section D | 1 | \$ | 1,159.18 |
| 378 Queen Street | Lot 2 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 1/379 Queen Street | Unit 1 Rp9366 | 1 | \$ | 1,159.18 |
| 2/379 Queen Street | Unit 2 Rp9366 | 1 | \$ | 1,159.18 |
| 3/379 Queen Street | Unit 3 Rp9366 | 1 | \$ | 1,159.18 |
| 4/379 Queen Street | Unit 4 Rp9366 | 1 | \$ | 1,159.18 |
| 5/379 Queen Street | Unit 5 Rp9366 | 1 | \$ | 1,159.18 |
| 6/379 Queen Street | Unit 6 Rp9366 | 1 | \$ | 1,159.18 |
| 7/379 Queen Street | Unit 7 Rp9366 | 1 | \$ | 1,159.18 |
| 8/379 Queen Street | Unit 8 Rp9366 | 1 | \$ | 1,159.18 |
| 382 Queen Street | Lot 3 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 383 Queen Street | Lots 3 4 LP85451 CP161686 Section C | 1 | \$ | 1,159.18 |
| 384 Queen Street | Lot 4 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 386 Queen Street | Lot 5 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 387 Queen Street | Lot 5 LP85451 | 1 | \$ | 1,159.18 |
| 388 Queen Street | Lot 6 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 389 Queen Street | Lot 6 LP85451 | 1 | \$ | 1,159.18 |
| 390 Queen Street | Lot 7 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 391 Queen Street | Lot 7 LP85451 Section C | 1 | \$ | 1,159.18 |
| 391a Queen Street | Lot 8 LP85451 | 1 | \$ | 1,159.18 |
| 393 Queen Street | Lot 9 LP85451 | 1 | \$ | 1,159.18 |
| 394 Queen Street | Lot 8 LP34784 C/A Pt.31 Section D | 1 | \$ | 1,159.18 |
| 395 Queen Street | Lots 10 11 LP85451 Section C | 2 | \$ | 2,318.36 |
| 396 Queen Street | Lot 1 Tp086368 | 1 | \$ | 1,159.18 |
| 397 Queen Street | Lot 12 LP85451 | 1 | \$ | 1,159.18 |
| 398 Queen Street | Lots 10 & 11 LP34784 C/A Pt.25 Section D | 2 | \$ | 2,318.36 |
| 2 Ballagh Street | Lot 9 LP28478 C/A Pt.32a Section B | 1 | \$ | 1,159.18 |
| 4 Ballagh Street | CP164323I C/A Pt.32a Section B | 1 | \$ | 1,159.18 |
| 7 Ballagh Street | Lot Pt.4 LP42111 | 1 | \$ | 1,159.18 |
| 8 Ballagh Street | Lot 6 LP28478 | 1 | \$ | 1,159.18 |
| 9 Ballagh Street | Lot 8 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 10 Ballagh Street | Lot 5 LP28478 C/A Pt.32a Section B | 1 | \$ | 1,159.18 |
| 11 Ballagh Street | Lot 7 LP129100 | 1 | \$ | 1,159.18 |
| 12 Ballagh Street | Lot 4 LP28478 C/A Pt.32a Section B | 1 | \$ | 1,159.18 |
| 13 Ballagh Street | Lot 6 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 14 Ballagh Street | Lot 3 LP28478 C/A Pt.32a Section B | 1 | \$ | 1,159.18 |
| 15 Ballagh Street | Lot 5 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 16 Ballagh Street | Lot 2 LP28478 | 1 | \$ | 1,159.18 |
| 17 Ballagh Street | Lot 4 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 17a Ballagh Street | Lot 3 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 18 Ballagh Street | Lot 1 Tp615618 | 1 | \$ | 1,159.18 |
| 19 Ballagh Street | Lot 2 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 20 Ballagh Street | Lot 1 PS540210 | 1 | \$ | 1,159.18 |
| 20b Ballagh Street | Lot 2 PS540210 | 1 | \$ | 1,159.18 |
| 21 Ballagh Street | Lot 1 LP129100 C/A Pt.31 Section B | 1 | \$ | 1,159.18 |
| 22 Ballagh Street | Lot 4 PS506622u | 1 | \$ | 1,159.18 |
| 23 Ballagh Street | Lot 5 PS543648 | 1 | \$ | 1,159.18 |
| 24 Ballagh Street | Lot 3 PS506622u | 1 | \$ | 1,159.18 |
| 25 Ballagh Street | Lot 4 PS543648 | 1 | \$ | 1,159.18 |
| 27 Ballagh Street | Lot 3 PS546348 | 1 | \$ | 1,159.18 |
| 28 Ballagh Street | Lot 2 PS506622u | 1 | \$ | 1,159.18 |
| 29 Ballagh Street | Lot 6 PS543648 | 1 | \$ | 1,159.18 |
| 30 Ballagh Street | Lot 1 PS506622u | 1 | \$ | 1,159.18 |
| 31 Ballagh Street | Lot 2 PS543648 | 1 | \$ | 1,159.18 |
| 32 Ballagh Street | Lot 1 PS609246 | 1 | \$ | 1,159.18 |

| | | | | |
|----------------------|-----------------------------|---|----|----------|
| 33 Ballagh Street | Lot 1 PS543648 | 1 | \$ | 1,159.18 |
| 34 Ballagh Street | Lot 2 PS609246 | 1 | \$ | 1,159.18 |
| 35 Ballagh Street | C/A 37 Section B | 1 | \$ | 1,159.18 |
| 36 Ballagh Street | Lots 11 & 12 PS602561 | 2 | \$ | 2,318.36 |
| 38 Ballagh Street | Lot 2 PS602561 | 1 | \$ | 1,159.18 |
| 40 Ballagh Street | Lot 1 PS602561 | 1 | \$ | 1,159.18 |
| 47 Ballagh Street | Lot 12 PS546963 | 1 | \$ | 1,159.18 |
| 49-51 Ballagh Street | Lots 10 & 11 PS546963 | 2 | \$ | 2,318.36 |
| 1 Rose Drive | Lot 43 PS316697u | 1 | \$ | 1,159.18 |
| 2 Rose Drive | Lot 40 PS316697u | 1 | \$ | 1,159.18 |
| 3 Rose Drive | Lot 44 PS316697u | 1 | \$ | 1,159.18 |
| 4 Rose Drive | Lot 39 PS316697u | 1 | \$ | 1,159.18 |
| 5 Rose Drive | Lot 45 PS316697u | 1 | \$ | 1,159.18 |
| 6 Rose Drive | Lot 38 PS316697u | 1 | \$ | 1,159.18 |
| 7 Rose Drive | Lot 46 PS316697u | 1 | \$ | 1,159.18 |
| 8 Rose Drive | Lot 37 PS316697u | 1 | \$ | 1,159.18 |
| 9 Rose Drive | Lot 47 PS316697u | 1 | \$ | 1,159.18 |
| 10 Rose Drive | Lot 36 PS316697u | 1 | \$ | 1,159.18 |
| 11 Rose Drive | Lot 48 PS316697u | 1 | \$ | 1,159.18 |
| 12 Rose Drive | Lot 35 PS 316697u | 1 | \$ | 1,159.18 |
| 13 Rose Drive | Lot 49 PS316697u | 1 | \$ | 1,159.18 |
| 14 Rose Drive | Lot 34 PS316697u | 1 | \$ | 1,159.18 |
| 1/1 Garden Close | Lot Pt.5 PS506622 | 1 | \$ | 1,159.18 |
| 2/1 Garden Close | Lot Pt.5 PS506622 | 1 | \$ | 1,159.18 |
| 2 Garden Close | Lot 25 PS506622u | 1 | \$ | 1,159.18 |
| 3 Garden Close | Lot 6 PS506622u | 1 | \$ | 1,159.18 |
| 4 Garden Close | Lot 24 PS506622u | 1 | \$ | 1,159.18 |
| 5 Garden Close | Lot 7 PS506622u | 1 | \$ | 1,159.18 |
| 6 Garden Close | Lot 23 PS506622 | 1 | \$ | 1,159.18 |
| 1/7 Garden Close | Lot 1 PS544853 | 1 | \$ | 1,159.18 |
| 2/7 Garden Close | Lot 2 PS544853 | 1 | \$ | 1,159.18 |
| 8 Garden Close | Lot 22 PS506622u | 1 | \$ | 1,159.18 |
| 9 Garden Close | Lot 9 PS506622u | 1 | \$ | 1,159.18 |
| 10 Garden Close | Lot 21 PS 506622u | 1 | \$ | 1,159.18 |
| 11 Garden Close | Lot 10 PS506622u | 1 | \$ | 1,159.18 |
| 12 Garden Close | Lot 20 PS506622u | 1 | \$ | 1,159.18 |
| 13 Garden Close | Lot 11 PS506622 | 1 | \$ | 1,159.18 |
| 14 Garden Close | Lot 19 PS506622u | 1 | \$ | 1,159.18 |
| 15 Garden Close | Lot 12 PS506622 | 1 | \$ | 1,159.18 |
| 16 Garden Close | Lot 18 PS506622u | 1 | \$ | 1,159.18 |
| 17 Garden Close | Lot 13 PS506622 | 1 | \$ | 1,159.18 |
| 18 Garden Close | Lot 17 PS506622 | 1 | \$ | 1,159.18 |
| 19 Garden Close | Lot 14 PS506622u | 1 | \$ | 1,159.18 |
| 20 Garden Close | Lot 16 PS506622 | 1 | \$ | 1,159.18 |
| 21 Garden Close | Lot 15 PS506622u | 1 | \$ | 1,159.18 |
| 1 Callistemon Court | Lot 11 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 2 Callistemon Court | Lot 2 LP316697 | 1 | \$ | 1,159.18 |
| 3 Callistemon Court | Lot 10 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 4 Callistemon Court | Lot 3 LP316697 | 1 | \$ | 1,159.18 |
| 5 Callistemon Court | Lot 9 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 6 Callistemon Court | Lot 4 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 7 Callistemon Court | Lot 8 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 8 Callistemon Court | Lot 5 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 9 Callistemon Court | Lot 7 LP316697u C/P Pt.49 | 1 | \$ | 1,159.18 |
| 9a Callistemon Court | Recreation Reserve PS316697 | 1 | \$ | 1,159.18 |
| 10 Callistemon Court | Lot 6 LP316697c | 1 | \$ | 1,159.18 |
| 1 Buckland Court | Lot 10 LP131994 | 1 | \$ | 1,159.18 |
| 2 Buckland Court | Lot 11 LP131994 | 1 | \$ | 1,159.18 |
| 3 Buckland Court | Lot 12 LP131994 | 1 | \$ | 1,159.18 |
| 4 Buckland Court | Lot 13 LP131994 | 1 | \$ | 1,159.18 |
| 5 Buckland Court | Lot 14 LP131994 | 1 | \$ | 1,159.18 |
| 6 Buckland Court | Lot 15 LP131994 | 1 | \$ | 1,159.18 |
| 7 Buckland Court | Lot 16 LP131994 | 1 | \$ | 1,159.18 |

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|----------------------|--------------------------------------|---|----|----------|
| 8 Buckland Court | Lot 2 LP327838r | 1 | \$ | 1,159.18 |
| 9 Buckland Court | Lot 22 LP131994 | 1 | \$ | 1,159.18 |
| 10 Buckland Court | Lot 23 LP131994 | 1 | \$ | 1,159.18 |
| 11 Buckland Court | Lot 24 LP131994 | 1 | \$ | 1,159.18 |
| 12 Buckland Court | Lot 25 LP131994 | 1 | \$ | 1,159.18 |
| 13-14 Buckland Court | Lots 26 & 27 LP131994 | 2 | \$ | 2,318.36 |
| 15 Buckland Court | Lot 28 LP131994 | 1 | \$ | 1,159.18 |
| 16 Buckland Court | Lot 34 LP131994 | 1 | \$ | 1,159.18 |
| 17 Buckland Court | Lot 33 LP131994 | 1 | \$ | 1,159.18 |
| 76 Slater Street | C/A 23 Section C | 1 | \$ | 1,159.18 |
| 80 Slater Street | C/A 47 Section C | 1 | \$ | 1,159.18 |
| 82 Slater Street | C/A 46 Section C | 1 | \$ | 1,159.18 |
| 84 Slater Street | C/A 45 Section C | 1 | \$ | 1,159.18 |
| 96 Slater Street | C/A 44 Section C | 1 | \$ | 1,159.18 |
| 98 Slater Street | Lot 3 LP24157 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 100 Slater Street | Lot 2 LP24157 C/A Pt.43 Section C | 1 | \$ | 1,159.18 |
| 102 Slater Street | Lot 1 LP24157 & Lots 1 & 2 Tp706529 | 1 | \$ | 1,159.18 |
| 109 Slater Street | C/A 38 Section C | 1 | \$ | 1,159.18 |
| 113 Slater Street | C/A 39 Section C | 1 | \$ | 1,159.18 |
| 135 Slater Street | C/A 55 & 56 Section C | 2 | \$ | 2,318.36 |
| 5 Tulloh Street | Lot 19 LP130909 | 1 | \$ | 1,159.18 |
| 6 Tulloh Street | Lot 1 LP203596w | 1 | \$ | 1,159.18 |
| 8 Tulloh Street | Lot 13 LP50913 C/A Pt.29 Pt.29b | 1 | \$ | 1,159.18 |
| 9-11 Tulloh Street | Lots 17 18 LP130909 | 2 | \$ | 2,318.36 |
| 10 Tulloh Street | Lot 12 LP50913 Section D | 1 | \$ | 1,159.18 |
| 12 Tulloh Street | Lot 11 LP50913 C/A Pt.30 Section D | 1 | \$ | 1,159.18 |
| 13 Tulloh Street | Lot 16 LP130909 | 1 | \$ | 1,159.18 |
| 14 Tulloh Street | Lot 10 LP50913 C/A Pt.30 Section D | 1 | \$ | 1,159.18 |
| 14a Tulloh Street | Lot 3 LP306778b | 1 | \$ | 1,159.18 |
| 1/15 Tulloh Street | Lot 1 LP305873 | 1 | \$ | 1,159.18 |
| 2/15 Tulloh Street | Lot 2 LP305873 | 1 | \$ | 1,159.18 |
| 16 Tulloh Street | Lot 9 LP50913 | 1 | \$ | 1,159.18 |
| 17 Tulloh Street | Lot 14 LP130909 | 1 | \$ | 1,159.18 |
| 18 Tulloh Street | Lot 8 LP50913 C/A Pt.30 Section D | 1 | \$ | 1,159.18 |
| 19 Tulloh Street | Lot 13 LP130909 | 1 | \$ | 1,159.18 |
| 20 Tulloh Street | Lot 7 LP50913 C/A Pt.30 Section D | 1 | \$ | 1,159.18 |
| 21 Tulloh Street | Lot 12 LP130909 | 1 | \$ | 1,159.18 |
| 22 Tulloh Street | Lot 6 LP50913 | 1 | \$ | 1,159.18 |
| 23 Tulloh Street | Lot 11 LP130909 | 1 | \$ | 1,159.18 |
| 24 Tulloh Street | Lot 5 LP50913 | 1 | \$ | 1,159.18 |
| 25 Tulloh Street | Lot 10 LP130909 | 1 | \$ | 1,159.18 |
| 26 Tulloh Street | Lot 4 LP50913 | 1 | \$ | 1,159.18 |
| 27-29 Tulloh Street | Lots 8 9 20 LP130909 | 3 | \$ | 3,477.53 |
| 30 Tulloh Street | Lot 3 LP50913 | 1 | \$ | 1,159.18 |
| 31 Tulloh Street | Lot 7 LP130909 | 1 | \$ | 1,159.18 |
| 32 Tulloh Street | Lot 1 LP306778b & Lot 2 PS528464 | 2 | \$ | 2,318.36 |
| 33 Tulloh Street | Lot 6 LP98619 | 1 | \$ | 1,159.18 |
| 34 Tulloh Street | Lot 1 LP50913 | 1 | \$ | 1,159.18 |
| 35 Tulloh Street | Lot 5 LP98619 | 1 | \$ | 1,159.18 |
| 36 Tulloh Street | Lot 1 LP34784 | 1 | \$ | 1,159.18 |
| 37 Tulloh Street | Lot 4 LP98619 | 1 | \$ | 1,159.18 |
| 39 Tulloh Street | Lot 3 LP98619 | 1 | \$ | 1,159.18 |
| 40 Tulloh Street | Lot 2 LP85451 | 1 | \$ | 1,159.18 |
| 41 Tulloh Street | Lot 2 LP98619 | 1 | \$ | 1,159.18 |
| 42 Tulloh Street | Lot 1 LP85451 | 1 | \$ | 1,159.18 |
| 43 Tulloh Street | Lot Pt.2 LP44379 | 1 | \$ | 1,159.18 |
| 44 Tulloh Street | Lot 3 LP44476 | 1 | \$ | 1,159.18 |
| 45 Tulloh Street | Lot Pt.2 LP44379 | 1 | \$ | 1,159.18 |
| 46 Tulloh Street | Lot 4 LP44476 | 1 | \$ | 1,159.18 |
| 47 Tulloh Street | Lot Pt.2 LP44379 | 1 | \$ | 1,159.18 |
| 48 Tulloh Street | Lot 5 LP44476 C/A Pt.53 Section C | 1 | \$ | 1,159.18 |
| 49 Tulloh Street | Lot Pt.3 LP44379 C/A Pt.54 Section C | 1 | \$ | 1,159.18 |
| 50 Tulloh Street | Lot 6 LP44476 C/A Pt.53 Section C | 1 | \$ | 1,159.18 |

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|----------------------|--|---|----|----------|
| 51 Tulloh Street | Lot Pt.3 LP44379 C/A Pt.54 Section C | 1 | \$ | 1,159.18 |
| 52 Tulloh Street | Lot 1 LP131993 | 1 | \$ | 1,159.18 |
| 53 Tulloh Street | Lot 9 LP66759 C/A Pt.50 Section C | 1 | \$ | 1,159.18 |
| 54 Tulloh Street | Lots 2 3 LP131993 | 1 | \$ | 1,159.18 |
| 55 Tulloh Street | Lot 8 LP66759 | 1 | \$ | 1,159.18 |
| 57 Tulloh Street | Lot 7 LP66759 C/A Pt.48 Section C | 1 | \$ | 1,159.18 |
| 57a Tulloh Street | Lot 10 LP66759 C/A Pt.48 Section C | 1 | \$ | 1,159.18 |
| 58 Tulloh Street | Lot 4 LP131993 | 1 | \$ | 1,159.18 |
| 59 Tulloh Street | Lot 6 LP66759 Section C | 1 | \$ | 1,159.18 |
| 60 Tulloh Street | Lot 5 LP131993 | 1 | \$ | 1,159.18 |
| 61 Tulloh Street | Lot 5 LP66759 C/A Pt.49 Section C | 1 | \$ | 1,159.18 |
| 62 Tulloh Street | Lot 6 LP131993 | 1 | \$ | 1,159.18 |
| 63 Tulloh Street | Lot 4 LP66759 C/A Pt.49 Section C | 1 | \$ | 1,159.18 |
| 64 Tulloh Street | Lot 7 LP131993 | 1 | \$ | 1,159.18 |
| 65 Tulloh Street | Lot 3 LP66759 C/A Pt.40 Pt.50 Section C | 1 | \$ | 1,159.18 |
| 66 Tulloh Street | Lot 8 LP131993 | 1 | \$ | 1,159.18 |
| 67 Tulloh Street | Lot 2 LP66759 C/A Pt.50 Section C | 1 | \$ | 1,159.18 |
| 68 Tulloh Street | Lot 9 LP131993 | 1 | \$ | 1,159.18 |
| 69 Tulloh Street | Lot 1 LP66759 C/A Pt.50 Section C | 1 | \$ | 1,159.18 |
| 70 Tulloh Street | Lot 32 LP131994 | 1 | \$ | 1,159.18 |
| 71 Tulloh Street | Lot 5 LP131992 | 1 | \$ | 1,159.18 |
| 72 Tulloh Street | Lot 31 LP131994 | 1 | \$ | 1,159.18 |
| 170 Hart Street | C/A 20 Section B | 1 | \$ | 1,159.18 |
| 174 Hart Street | Lot 1 PS548437 | 1 | \$ | 1,159.18 |
| 180 Hart Street | CP351708 | 1 | \$ | 1,159.18 |
| 183 Hart Street | Lot 2 PS536605 | 1 | \$ | 1,159.18 |
| 184 Hart Street | C/A Pt.35 Section B | 1 | \$ | 1,159.18 |
| 190 Hart Street | Lot 1 PS546963 | 1 | \$ | 1,159.18 |
| 192 Hart Street | Lot 7 PS546963 | 1 | \$ | 1,159.18 |
| 194 Hart Street | Lot 8 PS546963 | 1 | \$ | 1,159.18 |
| 225 Hart Street | C/A 38a & Pt.38b Section A | 1 | \$ | 1,159.18 |
| 2 Howarth Street | Lot 1 LP71955 | 1 | \$ | 1,159.18 |
| 4 Howarth Street | Lot 2 LP305877e | 1 | \$ | 1,159.18 |
| 6 Howarth Street | Lot 1 PS328372h | 1 | \$ | 1,159.18 |
| 7 Howarth Street | C/A 54 Section B (Apex Preschool Centre) | 1 | \$ | 1,159.18 |
| 8 Howarth Street | Lot 1 LP116399 C/A Pt.45 Section B | 1 | \$ | 1,159.18 |
| 9 Howarth Street | Lot 6 LP81546 C/A Pt.44 Section B | 1 | \$ | 1,159.18 |
| 11 Howarth Street | Lot 5 LP81546 | 1 | \$ | 1,159.18 |
| 12 Howarth Street | Lots 4 & 5 LP83951 C/A Pt.46 Section B | 2 | \$ | 2,318.36 |
| 13 Howarth Street | Lot 4 LP81548 C/A Pt.44 Section B | 1 | \$ | 1,159.18 |
| 15 Howarth Street | CP108706 Section B | 1 | \$ | 1,159.18 |
| 16 Howarth Street | CP106488 | 1 | \$ | 1,159.18 |
| 17 Howarth Street | Lot 2 LP81548 | 1 | \$ | 1,159.18 |
| 18 Howarth Street | Lot 2 LP143599 C/A Pt.47 Section B | 1 | \$ | 1,159.18 |
| 19 Howarth Street | Lot 1 LP81548 C/A 43 Section B | 1 | \$ | 1,159.18 |
| 20 Howarth Street | Lot 1 LP143599 C/A Pt.47 Section B | 1 | \$ | 1,159.18 |
| 21 Howarth Street | CP365132j | 1 | \$ | 1,159.18 |
| 26 Howarth Street | CP159713 | 1 | \$ | 1,159.18 |
| 27-29 Howarth Street | Lots 15 & 16 PS544845 | 2 | \$ | 2,318.36 |
| 30 Howarth Street | Lot 1 LP129562 C/A Pt.49 Section B | 1 | \$ | 1,159.18 |
| 31 Howarth Street | Lot 14 PS544845 | 1 | \$ | 1,159.18 |
| 32 Howarth Street | Lot 3 PS511733 | 1 | \$ | 1,159.18 |
| 39 Howarth Street | C/A 39 Section B | 1 | \$ | 1,159.18 |
| 25 Dowling Street | Lot 1 Tp831739 (C/A 44 Section D) | 1 | \$ | 1,159.18 |
| 37 Dowling Street | Lot 6 PS434062g | 1 | \$ | 1,159.18 |
| 49 Dowling Street | Lot 12 PS316694b | 1 | \$ | 1,159.18 |
| 51 Dowling Street | Lot 13 PS316694b | 1 | \$ | 1,159.18 |
| 1-9 Beechy Court | Lot A PS434062g | 1 | \$ | 1,159.18 |
| 2 Beechy Court | Lot 11 PS316694b | 1 | \$ | 1,159.18 |
| 4 Beechy Court | Lot 10 PS316694 | 1 | \$ | 1,159.18 |
| 6 Beechy Court | Lot 9 PS316694b | 1 | \$ | 1,159.18 |
| 8 Beechy Court | Lot 8 PS316694b | 1 | \$ | 1,159.18 |
| 10 Beechy Court | Lot 7 LP316694b | 1 | \$ | 1,159.18 |

| | | | | |
|--------------------|---|------------|-----------|-------------------|
| 11 Beechy Court | Lot 1 PS436941q | 1 | \$ | 1,159.18 |
| 12 Beechy Court | Lot 6 PS316694b | 1 | \$ | 1,159.18 |
| 13 Beechy Court | Lot 2 PS436941q | 1 | \$ | 1,159.18 |
| 14 Beechy Court | Lot 5 PS316694b | 1 | \$ | 1,159.18 |
| 15 Beechy Court | Lot 3 PS436941q | 1 | \$ | 1,159.18 |
| 16 Beechy Court | Lot 4 PS316694b | 1 | \$ | 1,159.18 |
| 18 Beechy Court | Lot 3 PS316694b | 1 | \$ | 1,159.18 |
| 19 Beechy Court | C/A 47 Section D | 1 | \$ | 1,159.18 |
| 20 Beechy Court | Lot 2 PS316694b | 1 | \$ | 1,159.18 |
| 22 Beechy Court | Lot 1 PS316694b | 1 | \$ | 1,159.18 |
| 1 Ricstan Court | Lot 2 PS 546963 | 1 | \$ | 1,159.18 |
| 2 Ricstan Court | Lot 3 PS 546963 | 1 | \$ | 1,159.18 |
| 3 Ricstan Court | Lot 4 PS 546963 | 1 | \$ | 1,159.18 |
| 4 Ricstan Court | Lot 5 PS 546963 | 1 | \$ | 1,159.18 |
| 5 Ricstan Court | Lot 6 PS 546963 | 1 | \$ | 1,159.18 |
| 2a Deloraine Court | Lot 3 PS 602561 | 1 | \$ | 1,159.18 |
| 4 Deloraine Court | Lot 4 PS 602561 | 1 | \$ | 1,159.18 |
| 5 Deloraine Court | Lot 10 PS 602561 | 1 | \$ | 1,159.18 |
| 6 Deloraine Court | Lot 5 PS 602561 | 1 | \$ | 1,159.18 |
| 7 Deloraine Court | Lot 9 PS 602561 | 1 | \$ | 1,159.18 |
| 8 Deloraine Court | Lot 6 PS 602561 | 1 | \$ | 1,159.18 |
| 9 Deloraine Court | Lot 8 PS 602561 | 1 | \$ | 1,159.18 |
| 10 Deloraine Court | Lot 7 PS 602561 | 1 | \$ | 1,159.18 |
| 2-8 Spring Street | Lot 1 & 2 LP60789 & C/A Pt.47 Section A | 2 | \$ | 2,318.36 |
| 10 Spring Street | Lot 2 LP323564a | 1 | \$ | 1,159.18 |
| 11 Spring Street | Lot 1 PS511733 | 1 | \$ | 1,159.18 |
| 13 Spring Street | Lot 2 PS511733 | 1 | \$ | 1,159.18 |
| 15 Spring Street | Lot 2 PS401776 | 1 | \$ | 1,159.18 |
| 17 Spring Street | Lot 3 LP99304 | 1 | \$ | 1,159.18 |
| 19 Spring Street | Lot 2 LP99304 C/A Pt.50 Section B | 1 | \$ | 1,159.18 |
| 20 Spring Street | C/A 43a Section A | 1 | \$ | 1,159.18 |
| 21 Spring Street | Lot 1 LP99304 C/A Pt.50 Section B | 1 | \$ | 1,159.18 |
| 23 Spring Street | Lot 1 LP118320 Section B | 1 | \$ | 1,159.18 |
| 25 Spring Street | Lot 2 LP118720 | 1 | \$ | 1,159.18 |
| 27 Spring Street | Lot 5 LP78182 C/A Pt.53 Section B | 1 | \$ | 1,159.18 |
| 28 Spring Street | Lot 2 LP209232 C/A Pt.44a Section A | 1 | \$ | 1,159.18 |
| 29 Spring Street | Lots 3 & 4 LP118720 | 2 | \$ | 2,318.36 |
| 30 Spring Street | C/A 44a Section A | 1 | \$ | 1,159.18 |
| 32 Spring Street | Lot 1 LP209232 C/A Pt.44a Section A | 1 | \$ | 1,159.18 |
| 33 Spring Street | Lot 5 LP118720 Section B | 1 | \$ | 1,159.18 |
| 36 Spring Street | Lot 1 LP60440 C/A Pt.46a Section A | 1 | \$ | 1,159.18 |
| 38 Spring Street | Lot 2 LP60440 Section A | 1 | \$ | 1,159.18 |
| 40 Spring Street | Lot 3 LP60440 | 1 | \$ | 1,159.18 |
| 42 Spring Street | Lot 4 LP60440 Section A | 1 | \$ | 1,159.18 |
| 44 Spring Street | Lot 5 LP60440 Section A | 1 | \$ | 1,159.18 |
| 46 Spring Street | Lot 6 LP60440 Section A | 1 | \$ | 1,159.18 |
| | Total | 579 | \$ | 671,164.00 |



ELLIMINYT GAS - SPECIAL CHARGE SCHEME VARIATION

PROJECT DESCRIPTION :
 ELLIMINYT NATURAL GAS

DATE :
 Mar-07

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE \$ | AMOUNT \$ |
|----------------------------|---|----------|------|------------|------------------|
| | Provision of gas mains Includes the cost of all 65mm and 125mm Polyethylene Pipe and associated Fittings, all 100mm steel pipe and associated fittings, welding materials and Williamson tee for tapping to existing main. Labour costs (includes Project management, supervisors etc) Construction labour costs Costs associated with plant required for pipe installation Provision of Quarry products DESIGN COSTS Initial Design costs for project scope | | ITEM | | \$839,616.00 |
| | | | ITEM | | \$12,000.00 |
| SUB-TOTAL | | | | | \$851,616 |
| less SPAusNet Contribution | | | | | -\$200,000 |
| TOTAL | | | | | \$651,616 |
| Admin Costs- 3% | | | | | \$19,548 |
| GRAND TOTAL | | | | | \$671,164 |

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CONSENT CALENDAR

OFFICERS' REPORT

D = Discussion
W = Withdrawal

| ITEM | D | W |
|--|---|---|
| <p><u>SUSTAINABLE PLANNING AND DEVELOPMENT</u></p> <p><u>OM092207-10 ECONOMIC DEVELOPMENT ACTION</u> <u>AGENDA 2009-2013</u></p> <p>Department: Sustainable Planning and Development</p> <p><u>Recommendation(s)</u></p> <p><i>That Council adopt the Economic Development Action Agenda 2009 - 2013.</i></p> | | |

Recommendation

That recommendations to items listed in the Consent Calendar, with the exception of items, be adopted.

MOVED

SECONDED

OM092207-10 ECONOMIC DEVELOPMENT ACTION AGENDA 2009-2013

| | | | |
|-------------|--------------------------------------|-----------|------------|
| AUTHOR: | Mike Barrow | ENDORSED: | Jack Green |
| DEPARTMENT: | Sustainable Planning and Development | FILE REF: | GEN00414 |

Purpose

To present the Economic Development Action Agenda to Council for adoption.

Background

The Economic Development Strategy Action Agenda is a strategic action plan aligned with the Council Plan 2009 – 2013 to guide the Economic Development Unit over the next four years and to position Colac Otway Shire for business opportunity and growth.

Colac Otway Shire completed an Economic Development and Tourism Strategy in 2004 to guide Council's involvement in Economic Development including Tourism for a 5 year period to June 2009.

The process for the development of the Economic Development Action Agenda was to review and update the Economic Development and Tourism Strategy 2004 - 2009, research performance and trend data and produce a document to guide Council's resources in facilitating economic growth in the Colac Otway Shire over the next four years.

In developing the Economic Development Action Agenda, Council engaged Colac Community Hub Inc. to complete the initial consultation process through a series of in depth interviews with local business people across the various business sectors in the Shire

Council also engaged Mr Neil Noelker of Neil Noelker Consulting to undertake the following:

- A literature review of current plans and complimentary Council and regional plans
- Identification of statistical trends in local industry
- Integration of consultation with Business through a business forum with Council; Colac Community Hub Inc interviews; and other special one on one consultations

Corporate Plan/Other Strategies/Policy

The previous Economic Development Strategy was developed for the 5 year period from 2004 to 2009. The new Strategy will replace the 2004 report and provide actions for the next 4 years. It has been developed alongside the Council Plan 2009 – 2013 so that they align to make best use of Council's resources in facilitating economic growth.

Issues/Options

The key economic challenges that Colac Otway Shire faces over the next four years include:

- **Sustainable growth**

A range of strategic actions are recommended to address population growth, demographic change and sustainable growth through workforce development, climate change business initiatives, business development, regional planning, marketing and promotion and infrastructure.

- **National, state and regional strategic initiatives and policy**

A range of strategic actions are recommended to ensure that Colac Otway Shire is linked with National, State and Regional strategic planning and policy that effects local business and industry growth.

- **Lagging infrastructure investment**

A range of strategic actions are recommended to identify the resources necessary for investment in public infrastructure to support economic growth such as road, rail, telecommunications and IT.

The Economic Development Action Agenda 2009 – 2013 differs from the Economic Development and Tourism Strategy 2004 – 2009 in that Otways Tourism Inc. now has its own 2 year action plan. The Tourism Review 2006 recommended Council externally fund the Tourism Industry to develop and promote tourism in the municipality. Council retained responsibility for strategic support, visitor services and infrastructure and therefore strategic actions in the Action Agenda are focused on these areas.

Proposal

It is proposed that the Economic Development Action Agenda 2009 – 2013 be adopted.

Financial and other Resource Implications

Council has previously endorsed an annual allocation of funding for the implementation of the Economic Development and Tourism Strategy 2004 – 2009. It is anticipated that an appropriate amount assessed annually will be allocated for the implementation of the Economic Development Strategy 2009 – 2013.

Risk Management & Compliance Issues

There are no specific risks in the adoption of the Economic Development Strategy 2009 – 2013. Risk and Compliance issues in the implementation of the Strategy will be assessed in the planning phase of each action.

Environmental Considerations

There are no Environmental Considerations in the adoption of the draft Economic Development Action Agenda 2009 – 2013. Environmental Considerations in the implementation of the Strategy will be assessed in the planning phase of each action.

Communication Strategy/Consultation

The process for development and consultation for the Action Agenda complies with Council's Community Consultation and Engagement Policy 2006.

The final consultation in preparing the draft Strategy for presentation to the May Council meeting was a review by the project steering group which included:

- Colac Otway Shire Mayor Cr Brian Crook
- Cr Chris Smith
- Jemma Rosevear (Otway Business Inc.)
- Andrew Nosedo (Otways Tourism Inc)
- Larelle Fitt (Apollo Bay Chamber of Commerce and Tourism)
- Jeff Cooke (Colac Community Hub Inc)
- Mike Barrow, Manager Economic Development
- Joel Kimber, Business Development Officer
- Mick Cosgriff, Economic Development Officer

Council endorsed the draft Action plan at the May Council meeting and recommended that it be released for a period of public comment to provide opportunity for the business community and the general public to review the Plan. Council received no written feedback during the 6 week consultation period and at the end of the consultation period the final draft Plan is now submitted for adoption.

Implementation

The Economic Development Action Agenda 2009 – 2013 will be implemented through the Economic Development Unit's annual Business Plans.

Conclusion

The Economic Development Strategy Action Agenda is a strategic action plan aligned with the Council Plan 2009 – 2013 to guide the Economic Development Unit over the next four years and to position Colac Otway Shire for business opportunity and growth.

The Strategy has been developed through:

- A review of the Economic Development and Tourism Strategy 2004 – 2009.
- Research into industry performance and future trends.
- A series of in depth interviews with local business people.
- Integration of consultation with Business through a business forum with Council; Colac Community Hub Inc interviews; and other special one on one consultations.

It is proposed that the Economic Development Action Agenda 2009 – 2013 be adopted.

Attachments

Economic Development Action Agenda 2009 - 2013

Recommendation(s)

That Council adopt the Economic Development Action Agenda 2009 - 2013.

~~~~~





Colac Otway  
SHIRE



Colac Otway Shire  
Economic Development  
Action Agenda  
2009 - 2013

*Positioning for future business opportunity and growth*





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# MAYOR'S MESSAGE



The Colac Otway Shire recognises that the region's economic growth and development will be promoted through the development of its *Economic Development Action Agenda* 2009 – 2013.

This *Economic Development Action Agenda* sets out a four year economic development road map for Council, local business, industry sectors and the community. It identifies economic development outcomes and the actions the Shire will take to foster innovation, regional planning, business and workforce development.

I commend all those who have contributed to this plan and look forward to working with Council officers, local business and community members on its implementation.

Cr. Brian Crook  
Mayor  
April 2009

## Background

The Colac Otway Shire *Economic Development Action Agenda 2009 – 2013* is designed to facilitate and strengthen partnerships between Council and primary producers and business interests. It will facilitate:

- » Mutual understanding of the diverse needs of all interested parties.
- » Industry and business growth through the development of Council policies and programs that further improve Council support to business.
- » Identification of investment and business development opportunities.
- » Identification of constraints that impact upon future investment and economic development opportunities of benefit to the Colac Otway Shire and its communities.

## About the Action Agenda

The diversity of the Colac Otway Shire's business and primary industry presents the Shire with a range of different economic development scenarios, opportunities, issues and arrangements. The *Economic Development Action Agenda* attempts to capture thematically and through its focus upon key areas the actions that will generate economic growth and development that builds upon and resources existing initiatives and local industry sectors.

Council's role and that of its Economic Development Unit remains focused upon resourcing the capacity of the Shire's business

community through the development of initiatives and programs that:

- » Advocate for regional partnerships and collaboration;
- » Continued investment in local community and infrastructure; and,
- » Facilitation of industry and business engagement in workforce planning and development issues.



The Colac Otway Shire also has a role in leading a municipal response to the impact of economic impact of climate change and identifying opportunities for sustainable 'green collar industry growth and development'.

The development of the *Economic Development Action Agenda* is the culmination of targeted surveys and interviews with local business, a desktop review of contemporary policy, economic development initiatives, Council commissioned economic development reports, regional planning frameworks and the Shire's Council Plan.



# ACTION AGENDA

The *Economic Development Action Agenda* action themes include:

- » Workforce development
- » Climate Change
- » Business Development
- » Regional Development Planning
- » Marketing and Promotion
- » Infrastructure
- » Economic Development Leadership



Central to the consideration of the *Economic Development Action Agenda's* focus were the following seven key areas:

- » Agriculture
- » Education & Training
- » Health & Community Services
- » Retail & Professional
- » Tourism
- » Town Development
- » Partnership & Regional Structures

These areas for action are the settings in which the *Economic Development Action Agenda* and project initiatives will be enacted.

## At a glance

The Colac Otway Shire is a sub regional service centre centrally located between the regional service centres of Warnambool, Ballarat and Geelong. Economically the region's growth and prosperity is linked to its export oriented primary producers – milk production and dairy products, retail, services and hospitality, timber and transport industries that support primary producers, local business and the region's tourism based developments and industry.

An extensive road network provides access to and between the Shire's principal towns of Colac and Apollo Bay. Major highways and rail connect the Shire to external markets, population and regional service centres.

According to the Australian Bureau of Statistics Census data the Shire's population has remained relatively stable since 1991 and current projections suggest that by 2026 the population will increase from 2006 levels of 20,296 persons to 23,111 persons.

In common with similar sized service centres the Shire's residents and local businesses have access to health and social support services in addition to education, training and employment services. The competitive advantage for the Shire being the relative availability of water, ease of access to three regional service centres in addition to metropolitan Melbourne and the natural beauty of its forests, plains, mountains and coast.

# KEY CHALLENGES

Forecasting economic growth in the immediate future is almost impossible. The Colac Otway Shire has significant exposure in its export industries to the current world financial crisis. Consequently the *Economic Development Action Agenda* proposes building on existing strengths within Colac Otway Shire's industry sectors and preparing associated policy and strategies.

Since the *Economic Development Action Agenda* has been framed for a four year period, challenges for the Colac Otway Shire to address during this period and beyond include:

## 1. Sustainable growth

Address the issues surrounding sustainable growth and population.

## 2. National, state and regional strategic initiatives and policy

Adhere to and linking strategic planning and policy to local business growth and decision making.

## 3. Lagging infrastructure investment

Identify the resources necessary for investment in public infrastructure to support economic growth such as road, rail, telecommunications and IT.



Notwithstanding these circumstances and the challenges posed by the timing of projects and the resources needed to deliver, the strength of the *Economic Development Action Agenda* is:

- 1. Council leadership** – commitment by the Colac Otway Shire to focus and support the nominated initiatives to ensure the success of its *Economic Development Action Agenda*.
- 2. Partnership and collaboration** – recognition that consultation and engagement with government, regional bodies (especially G21 – Geelong Region Plan and GSC - Great South Coast), industry sectors and local business is the key to identifying opportunities and resources that will promote economic growth and employment.
- 3. Investment in assets and infrastructure** – namely, people through workforce development initiatives, town centre upgrades, natural environment through climate change and tourism initiatives, and its built environment through advocacy for upgrades of telecommunications, infrastructure and roads.
- 4. Build on local industry sector capacity** – continue investing in the well established local industry sectors that contributes to a strong local economy.

Agriculture



Education & Training



Health & Community Services



Economic  
Development  
Action  
Agenda  
Seven  
Key  
Areas

Retail &  
Professional



Tourism



Town Development



Partnership & Regional  
Structures



# WORKFORCE DEVELOPMENT

## Economic growth and employment through planning for workforce development.

### Key Areas:



Workforce development promotes individual, business, industry and regional economic growth. It is driven by industry and workers needing to be responsive to external forces which include:

- » Globalization – markets, competition and standards.
- » Technology – manufacturing, increased productivity, communications increasing opportunities for adult learning in rural communities.
- » Demands of the new economy – open economies and low skilled workers.
- » Political change – legislation and national training frameworks.
- » Demographic shifts – labour force age profile, supply of housing, social supports and services.

In the Colac Otway Shire there is a disconnected network of employment and adult education agencies engaged in workplace and industry training and development. Workforce development in the Shire's key industry sectors will facilitate economic growth by enhancing the international, national and local competitiveness of local business in turn generating increased demand for industry or business related products and services.

The Colac Otway Shire must play a leading role in the development of its current workforce and future workforce and in doing so work in partnership with education and training providers to consolidate local area planning and development of education and employment pathways. To that end Colac Otway Shire actions will support the development of systems that map industry skills and knowledge requirements, which promote recruitment and retention, and provide opportunities for current workforce education and training.



## Colac Otway Shire Action Agenda

## Priority

- |                                                                                                                                                                                                                                                                                                                                                         |                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. Consolidate regional mapping of industry skills and knowledge requirements established through South West Local Learning and Employment Network (SWLLEN), Geelong Regional Plan (G21) and Great South Coast (GSC) initiatives.                                                                                                                       | high                         |
| 2. Work with industry sectors on strategic workforce planning initiatives: <ul style="list-style-type: none"> <li>» Tourism.</li> <li>» Agriculture.</li> <li>» Construction.</li> <li>» Manufacturing.</li> </ul>                                                                                                                                      | high<br>high<br>high<br>high |
| 3. In conjunction with each industry sector identify future training and education requirements of Shire's labour force with particular reference to: <ul style="list-style-type: none"> <li>» Retailing, professional services and hospitality.</li> <li>» Agricultural careers and workforce recruitment in the dairy industry.</li> </ul>            | medium<br>medium             |
| 4. Increase participation of current labour force in adult education and training through Council marketing and promotion of industry initiatives and training.                                                                                                                                                                                         | medium                       |
| 5. Facilitate workforce planning initiatives with DHS for the Colanda workforce.                                                                                                                                                                                                                                                                        | high                         |
| 6. Implement the affordable housing strategy (developed in 2007) and complete any necessary updates in the strategy to support the Colac Otway Shire's diverse workforce that: <ul style="list-style-type: none"> <li>» Identifies the housing needs.</li> <li>» Enhances local area planning and coordination on affordable housing issues.</li> </ul> | high<br>high                 |
| 7. Lobby for TAFE and Further education opportunities for the Colac Otway Shire.                                                                                                                                                                                                                                                                        | high                         |

# CLIMATE CHANGE

## Mediating the impact of climate change through sustainable economic development.

### Key Areas:



The Colac Otway Shire's natural assets, such as Lake Colac, Great Otway National Park and the Otway Forest Park, are vulnerable to climate change, as is the agricultural and primary industry based sectors. With Australia commencing its carbon emissions trading scheme, industry grants and incentives, it is essential the local business understands the implications in order to develop appropriate technologies and re-tool. Victoria's *Energy Efficiency Target Act 2007* has already embarked upon the market and structural reforms needed to mediate the impact of climate change.

The Colac Otway Shire's agriculture, manufacturing, nature based tourism industries together with its education and retail services operate in an environment reliant upon stewardship and marketing of the region's natural assets. Sustainable economic growth and development in the transport and construction industries on the other hand requires advances in industry and technology to reduce carbon emissions.

Australia's transition to a low carbon economy has commenced and the Colac Otway Shire in conjunction with regional planning bodies including G21 and GSC, has a key role to play in facilitating this transition at a local level through regulatory and policy frameworks that:

- » Work with business to recognise growth potential from climate change initiatives.
- » Promote and provide incentives for environmental performance – 'local green economy awards'.
- » Provide opportunities for investment or partnerships in 'green collar economy' workforce skill development and training.
- » Promote and celebrate 'green economy' innovation and employment opportunities.
- » Consolidate and build upon commonwealth and state government initiatives designed to assist industry and business to mediate the impact of climate change or 'offset' carbon emission footprint.





## Colac Otway Shire Action Agenda

## Priority

- |                                                                                                                                                                                                                                         |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Form a climate change business reference group and participate in regional networks and initiatives that promote sustainable economic development and growth in 'green collar employment' and 'green economy' workforce development. | high   |
| 2. Development of 'carbon' credit opportunities that generate local or regional demand to promote industry sector sustainability.                                                                                                       | medium |
| 3. Raise awareness in partnership with local business through the establishment of a 'green economy' awards program or accreditation – industry, business and community nomination.                                                     | medium |

# BUSINESS DEVELOPMENT

## Economic growth through local Business Development.

### Key Areas:



The Shire's current model of economic development recognises the importance of consultation and engagement with local business. In this regard the Shire is actively developing a model designed to:

- » Foster innovation;
- » Encourage the diversification and clustering of local business;
- » Create jobs; and
- » Increase community and local business access to business development resources.

Today's business environment requires that the Colac Otway Shire play an active role to ensure business has the right climate to be successful and grow. This includes offering programs designed to harness the potential of business from small home based and start up businesses to the larger established types of business. Home-based business is a growing and diverse sector with significant job growth potential. It often is knowledge or innovation based (which includes artists) but is also an industry sector that is not as visible or likely to initiate contact and seek support from local government. The business development program recognises the importance of developing those aspects and benefits of industry clusters that can influence the business community and provide significant opportunity for business expansion and jobs growth.

Business development also includes the tangible need to develop networks and facilities that allow the interaction of different businesses, provide locations for business growth and allow access to technology. Business development considers the use of a suitable type of 'enterprise facility or zone' that provides opportunities for public – private venture capital to stimulate new business and supports existing business to expand.





## Colac Otway Shire Action Agenda

## Priority

- |                                                                                                                                                                                                                                                                                     |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Enhance Colac's regional service centre status through the development of a: <ul style="list-style-type: none"> <li>» Marketing strategy.</li> <li>» Strategy that considers business development initiatives including gap analysis and shopping centre development.</li> </ul> | high   |
| 2. Provide support for business and small business development that includes training, networking and business awards.                                                                                                                                                              | medium |
| 3. Continuously improve and implement a world standard tourism service in order to maximise business development, job creation and the economic benefits to the community                                                                                                           | high   |
| 4. Undertake impact analysis of industry sectors on local business and clustering to develop new business opportunity in: <ul style="list-style-type: none"> <li>» Tourism.</li> <li>» Agriculture.</li> <li>» Health and Community Services.</li> <li>» Manufacturing.</li> </ul>  | high   |
| 5. Establishment of enterprise facilities for business stimulation and increased access by local business to local, state and commonwealth grants and subsidies.                                                                                                                    | medium |
| 6. Development of Council Home Based Business Policy and Strategy designed to encourage and facilitate the development of home based business.                                                                                                                                      | medium |
| 7. Ongoing development and on-line publication of local business register.                                                                                                                                                                                                          | medium |

## REGIONAL DEVELOPMENT PLANNING

**Economic development through regional planning and investment.****Key Areas:**

The Shire is committed to facilitating the development and growth of its rural towns, the hinterland districts of Apollo Bay and Colac in addition to actively participating for example in G21 and GSC, *Great South Coast*, *Geelong Otway Tourism* and *Corangamite Catchment Management Authority* activities.

Inter-regionally the strategic development and action plans of the respective regional entities provide the framework for the Shire to leverage and identify initiatives that present opportunities for the development of its rural towns, districts and communities. Victoria's *Regional Tourism Action Plan 2008 – 2012*, *Colac Otway* and *Great Ocean Road* initiatives include building the number and quality of tourism related products in the region, increasing throughout the region visitor dispersal, and implementing the priority actions of the state government's *Nature Based Tourism Strategy*.

Active participation in these regional planning initiatives among others provides a number of opportunities for the Colac Otway Shire to leverage the further development for its municipality. For example, increased visitor numbers and regional dispersal can only be achieved through planned and sustainable development of tourist assets which include safeguarding and valuing the heritage of smaller towns and districts, re-developing and upgrading tourist facilities and amenities in rural towns, upgraded transport links and the development of associated support services.



## Colac Otway Shire Action Agenda

## Priority

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <p>1. Whole of Council policy designed to promote growth and sustainable development through the formulation of integrated social, health and economic development planning combining local area plans throughout the Colac Otway shire, regional planning and Council plans.</p>                                                                                                                                                                                                              | high                       |
| <p>2. The establishment by Council of a heritage upgrade framework and program that provides incentives, grants or similar assistance to heritage property owners for upgrades and subsequent development of the heritage value of their property with particular reference to:</p> <ul style="list-style-type: none"> <li>» The precinct in Murray Street, Colac, between Queen Street and Hesse Street.</li> <li>» Other locations of heritage and historical value to the Shire.</li> </ul> | high<br>high               |
| <p>3. Facilitate the development of infrastructure to support nature based tourist development of <i>Great Otway National Park/Otway Forest Park</i> and <i>Great Ocean Walk</i>.</p>                                                                                                                                                                                                                                                                                                          | high                       |
| <p>4. Identify the infrastructure requirements and investment opportunities in Colac Otway Shire that promote:</p> <ul style="list-style-type: none"> <li>» Economic value of utilizing nature based tourism.</li> <li>» Lake Colac tourism and community infrastructure.</li> <li>» Investing in tourism services and amenities in Colac Otway Shire.</li> </ul>                                                                                                                              | medium<br>medium<br>medium |

# MARKETING AND PROMOTION

## Economic growth and development through marketing and promotion.

### Key Areas:



The Colac Otway Shire's economic development unit actively promotes and participates in regional marketing and Shire based marketing and promotion initiatives designed to promote 'brand awareness' of Colac Otway Shire and Great Ocean Road region. The marketing and promotion includes nature based tourism and destination marketing for Melbourne and Geelong people seeking a work-life balance 'sea change' or 'tree change' lifestyle.

The Victorian State Government and regional marketing and promotion initiatives that target tourism are driving economic growth for the Colac Otway Shire's tourism based industries and allied services. These marketing and promotion campaigns supported by a local program of signature community events should be used as a catalyst for a concerted and strategic approach by the Colac Otway Shire. Marketing of the municipality to locals, visitors and business with the work-life balance and liveability is an important value added 'action' to the traditional economic development marketing campaigns that promote the comparative and competitive advantages of the Colac Otway Shire.

In developing such a campaign analysis needs to be undertaken to ensure that it targets visitors, locals and business that will generate sustainable economic development outcomes.

Anecdotal evidence suggests that in the Shire and in particular Apollo Bay and its hinterland 'tree and sea changers' are choosing the 'life' balance of the equation rather than 'work' with benefits in terms of retail and commercial services used locally. However, there are also longer term economic development consequences related to reduced productivity:

- » In terms of the available labour force;
- » Hobby farms /agricultural lands; together with
- » Increased demand on social services and support infrastructure.

These consequences, together with seasonal variation in visitor numbers, present enormous challenges to health and community service planners and providers that need to develop the business case for additional resources for social infrastructure – schools, health, social support services.

These services needed to attract and retain families and single young professionals. This workforce demographic strengthens the longevity and productivity of the Shire's labour force and because of life stage are more likely to have a more even 'work life' balance necessary for economic growth.



## Colac Otway Shire Action Agenda

## Priority

- |                                                                                                                                                                                                                                             |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. The development of strategic marketing and promotion campaign targeting families and single professionals.                                                                                                                               | high   |
| 2. Identify the capacity, demand and rating of existing accommodation including the attraction of a four star hotel.                                                                                                                        | high   |
| 3. A whole of Council approach toward facilitating the development of services and a calendar of business events / industry conferences designed to attract and engage external business and job opportunity for families and young people. | medium |
| 4. Initiate new major conferences/events based on industry sectors.                                                                                                                                                                         | medium |
| 5. Continue to ensure the Colac Otway Shire supports tourism development in accordance with regional, State and local strategic initiatives including the operation of Visitor Information Centres.                                         | high   |







**Colac Otway Shire Action Agenda**

**Priority**

- |                                                                                                                                                         |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Advocate for a heavy vehicle bypass of the central business district in Colac and duplication of the Princess Highway between Winchelsea and Colac.  | high   |
| 2. Upgrade functionality and streetscape appearance of the central business district of Colac.                                                          | high   |
| 3. Undertake streetscape and foreshore development planning for Apollo Bay (to match harbor developments) from Marriners Lookout Road to Nelson Street. | medium |
| 4. Develop a strategy to better utilise Memorial Square, Colac.                                                                                         | medium |
| 5. Assist in promoting aged care developments and housing.                                                                                              | high   |
| 6. Develop small town/community capability by providing infrastructure and resources.                                                                   | high   |
| 7. Develop a strategy to develop a mini technology / business facility in Apollo Bay to service local knowledge based and visitor requirements.         | medium |
| 8. Support the Apollo Bay Harbor Precinct.                                                                                                              | high   |
| 9. Lobby for improved telecommunications in the Colac Otway Shire for broadband and mobile coverage.                                                    | high   |
| 10. Planning for future options of the Colanda Residential Service site and former Colac High School site.                                              | high   |
| 11. Develop a public transport interchange in Apollo Bay.                                                                                               | high   |

## ECONOMIC DEVELOPMENT LEADERSHIP

**Providing clear directions encourages growth and investment.****Key Areas:**

Colac Otway Shire must continue to provide leadership to promote actions that will ensure ongoing economic growth. It is essential that business, industry groups, government officials and agencies work in partnership networks in order to develop a collaborative approach to economic development initiatives and projects.

Engaging local business is also another key element where the Colac Otway Shire must clearly demonstrate clarity of purpose and commitment to see issues through to completion. In order to achieve participation, Council policy must be clear, visionary, achievable and embedded in Council operations.

Colac Otway policy development requires broad input from the State and Commonwealth agendas in order to attract support. Linking Council local requirements and development of broad policy initiatives that coordinate as many levels of input as possible is achievable and essential for success.





**Colac Otway Shire Action Agenda**

**Priority**

|                                                                                                                      |        |
|----------------------------------------------------------------------------------------------------------------------|--------|
| 1. Undertake development of policy and practice guides to assist development proposals.                              | high   |
| 2. Undertake development of policy and practice guides for small towns and district development.                     | high   |
| 3. Review business attraction and local business development policies.                                               | medium |
| 4. Establish industry based reference groups on an as needs basis for economic development projects and initiatives. | high   |



## CONTACT DETAILS :

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Mail: 22 Hartington St Kew 3101

Email: [neil@noelkerconsulting.com.au](mailto:neil@noelkerconsulting.com.au)

### Colac Otway Shire

Phone: 03 5232 9485

Mail: PO Box 283 Colac 3250

Email: [edu@colacotway.vic.gov.au](mailto:edu@colacotway.vic.gov.au)

**CONSENT CALENDAR****OFFICERS' REPORT**

D = Discussion

W = Withdrawal

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | D | W |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <p><b><u>GENERAL BUSINESS</u></b></p> <p><b><u>OM092207-11.1 Item for Signing and Sealing – Instrument of Agreement – Contract 0905 Recycling Materials Receival and Processing (T07/02) – Barwon Regional Waste Management Group Tender</u></b></p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council sign and seal the Instrument of Agreement between Colac Otway Shire and SKM Recycling Pty Ltd for Recycling Materials Receival and Processing (T07/02) Barwon Regional Waste Management Group Tender.</i></b></p>                                                                                                                                                                                                         |   |   |
| <p><b><u>OM092207-11.2 Item for Signing &amp; Sealing - Funding Agreement for the Widening of Irrewillipe Road</u></b></p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council sign and seal the funding agreement with Regional Development Victoria for the widening of Irrewillipe Road.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                            |   |   |
| <p><b><u>OM092207-11.3 Item for Signing and Sealing - 105 Belvedere Drive Elliminyt, PP279/05, S9/0.</u></b></p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council sign and seal the Section 173 Agreement between Colac Otway Shire and D M &amp; K A Stewart covenanting Certificate of Title Volume 10647 Folio 801 and Volume 10761 Folio 130 that:</i></b></p> <p><b><i>(a) The implementation and ongoing works as detailed in the “Ten Year Management Plan for the Belvedere Drive offset site” dated December 2006 and all “off-sets” required by the development must be in accordance with the recommendations contained in the flora report, (Flora Assessment Report, Biosis Research, 1 May 2006); the</i></b></p> |   |   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p><i>commencement date of the Ten Year management Plan is June 2010; and</i></p> <p><b>(b) Any additional scattered trees present on the site not shown on the above-mentioned plan but identified in the Flora Assessment Report, Biosis Research, 1 May 2006 must be included on this sheet (21 scattered remnant Very Large Old Trees, 30 scattered remnant Large Old Trees and 20 scattered Medium Old Trees). The restriction must also state that the identified trees must be retained and protected for the term of their natural life.</b></p> |  |  |
| <p><b><u>OM092207-11.4 Item for Signing and Sealing - 25 Boundary Hill Road, Yeodene, PP437/04.</u></b></p> <p><b><u>Recommendation</u></b></p> <p><i>That Council sign and seal the Section 173 Agreement between Colac Otway Shire and T D &amp; O Maurice covenanting Certificate of Title Volume 10465 Folio 133 that the land will be managed in accordance with the Land Management Plan endorsed as part of Planning Permit PP437/04.</i></p>                                                                                                     |  |  |

**Recommendation**

*That recommendations to items listed in the Consent Calendar, with the exception of items ....., be adopted.*

**MOVED** .....

**SECONDED** .....

**OM092207-11 GENERAL BUSINESS****OM092207-11.1      *Item for Signing and Sealing – Instrument of Agreement –  
Contract 0905 Recycling Materials Reveal and Processing  
(T07/02) – Barwon Regional Waste Management Group Tender***

At the May 2009 Council meeting, Council resolved the following:

1. Note the withdrawal of the tender of Visy Paper Pty Ltd for the reveal and processing of recyclables; and
2. Accept the tender of SKM Recycling Pty Ltd for the reveal and processing of recyclables for a contract term of twenty (20) years commencing 1 July 2010, with the option for either party to terminate the contract at either ten (10) or fifteen (15) years from the commencement date, at the tendered rates of \$28.00 per tonne of recyclable material payment to Council for the first ten years of the contract and \$31.00 per tonne of recyclable material payment to Council for the second ten years of the contract.

An Instrument of Agreement has now been prepared for signing and sealing by all member Councils.

**Recommendation**

***That Council sign and seal the Instrument of Agreement between Colac Otway Shire and SKM Recycling Pty Ltd for Recycling Materials Reveal and Processing (T07/02) Barwon Regional Waste Management Group Tender.***



~~~~~\ ~~~~~

COLAC OTWAY SHIRE COUNCIL

CONTRACT NO. 0905

RECYCLABLE MATERIALS RECEIVAL AND PROCESSING

INSTRUMENT OF AGREEMENT

THIS AGREEMENT is made on

2009

BETWEEN

- 1 **COLAC OTWAY SHIRE COUNCIL**
having its municipal office at 2-6 Rae Street, Colac, Victoria
("Participating Council")

- 2 **SKM RECYCLING PTY LTD**
ABN 67 086 098 660
of Level 15, 390 St Kilda Road, Melbourne, Victoria (Registered office) and 94 Maffra
Street, Coolaroo, Victoria (Principal place of business)
("Contractor")

RECITALS

- A In a Request for Tender (T07102) under the agency of the Barwon Regional Waste Management Group and in conjunction with the Greater Geelong City Council, Surf Coast Shire Council, Golden Plains Shire Council and Queenscliffe Borough Council, the Participating Council sought tenders for the Receiving and Processing of Solid Waste Materials.

- B The Contractor submitted a tender in response to the request for tenders.

- C In reliance upon the statements and representations contained in the Contractor's tender and subsequent correspondence with the Contractor, the Participating Council accepted the Contractor's tender with respect to the receiving and processing of recyclable materials.

- D The provisions of this Agreement set out the terms and conditions under which the Contractor will provide the service required.

It is AGREED that the annexed documents marked as follows constitute and evidence the Contract between the parties ("**Contract Documents**").

- 1 This Instrument of Agreement.

- 2 Definitions Guide (Part 1).

- 3 General Conditions of Contract (including the Annexure) (Part 2).

- 4 Service Specification (including the Schedules) (Part 3).

The terms defined in the Definitions Guide shall have the same meanings throughout the Contract Documents, unless inconsistent with the context.

EXECUTED as an agreement.

THE COMMON SEAL of the COLAC)
OTWAY SHIRE COUNCIL was affixed)
hereto on)
in accordance with Local Law No. 4:)

Councillor

Councillor

Chief Executive Officer

Note: In the absence of the Chief Executive Officer, affixing of seal can be witnessed by two Councillors and any other member of staff authorised by the Chief Executive Officer.

THE COMMON SEAL of SKM RECYCLING)
PTY LTD was affixed in accordance with)
section 127(2) of the Corporations Act 2001)
in the presence of authorised persons:)



Director

GIUSEPPE ITALIANO

Full name

94 MAFFRA STREET, COOLAROO VIC 3048

Usual address

*Director/company secretary
*Delete whichever is inapplicable

Full name

Usual address

COLAC OTWAY SHIRE COUNCIL

CONTRACT NO. 0905

RECYCLABLE MATERIALS RECEIVAL AND PROCESSING

PART 1

DEFINITIONS

GUIDE

DEFINITIONS

In the Contract, the following terms have the meanings indicated, unless inconsistent with the context:

Alternative Reveal Facility

Has the meaning ascribed to it by clause 3 of the Service Specification.

Annexure

Means the Annexure to the General Conditions of Contract.

Approved

Means approved by the Participating Council Representative.

Approved Disposal Facility

Has the meaning ascribed to it by clause 19.4 of the Service Specification.

Base Processing Gate Fee

Means the amount nominated as such in Schedule 1.

Commencement Date

Means the date stated as such in the Annexure.

Confidential Information

Means all information and materials, in any form, not lawfully in the public domain, in the possession of or under the control of the Contractor or to which the Contractor gains access at any time, including the period preceding the execution of this Contract:

- 1 concerning the Participating Council or the Participating Council's business, systems, customers, ratepayers, residents, properties, assets or affairs;
- 2 concerning the terms and conditions of this Contract; or
- 3 which the Participating Council nominates in writing to be confidential.

Contamination

Means all material in the Input Material Type which is not Recyclables.

Contamination Level

Has the meaning ascribed to it by clause 31 of the Service Specification.

Contamination Transport Rate

Means the amount nominated as such in Schedule 1.

Contract

Means the contract evidenced by the Contract Documents.

Contract Documents

Has the meaning ascribed to it by the Instrument of Agreement.

Contract Material

Means all information and documents, in any form at all, that are, pursuant to this Contract, produced by or provided to the Contractor (including information or documents provided by or to an employee, agent or sub-contractor of the Contractor).

Contract Term

Has the meaning given to it by clause 7.4.1 of the General Conditions of Contract.

Contractor

Means the party specified as such in the Instrument of Agreement.

Contractor's Equipment

Means all materials, plant, motor vehicles, equipment, appliances, tools and things used by the Contractor in the provision of the Service, whether or not owned by the Contractor.

Contractor's Marketing Plan

Has the meaning ascribed to it by clause 23 of the Service Specification.

Contractor's Office

Has the meaning ascribed to it by clause 25 of the Service Specification.

Contractor's Representative

Has the meaning ascribed to it by clause 10.1 of the General Conditions of Contract.

Day, Month and Year

Mean calendar day, calendar month and calendar year respectively.

Delay Liquidated Damages Rate

Means the amount nominated as such in Schedule 1.

Delivery Vehicle

Means any vehicle that is used for the transport of the Input Material Type to the Receiving Facility by the Delivery Vehicle Contractor.

Delivery Vehicle Contractor

Means a party (which may be the Participating Council itself) which delivers the Input Material Type to the Receiving Facility on behalf of the Participating Council.

Design and Operation Plan

Has the meaning ascribed to it by clause 9.2 of the Service Specification.

Education Funds

Has the meaning ascribed to it by clause 32.3 of the Service Specification.

Education Rate

Means the amount nominated as such in Schedule 1.

EMP

Has the meaning ascribed to it by clause 22.2 of the General Conditions of Contract.

EPA

Means the Environment Protection Authority of Victoria.

Force Majeure

Means natural disasters and extreme climatic conditions and other events beyond the reasonable control of the Contractor, excluding any industrial action of the employees of the Contractor or any sub-contractor to the Contractor.

Greenhouse Gas Abatement Credits

Means a legal, commercial or other benefit under a governmental greenhouse gas abatement scheme, a voluntary greenhouse gas abatement scheme or an equivalent international scheme, which arises from:

- 1 the reduction or offset of greenhouse gas emissions;
- 2 the use of renewable energy; or
- 3 the reduction or offset of any environmental impacts.

Group

Means the Barwon Regional Waste Management Group.

GST

Means a goods and services tax, value added tax, consumption tax or tax of similar effect.

Hazardous Waste

Means material prescribed under *Environment Protection (Prescribed Waste) Regulations 1998*.

Information Privacy Principles

Means the information privacy principles under the *Information Privacy Act 2000*.

Input Material Type

Means Recyclables and Contamination:

- 1 collected in the course of the Participating Council's kerbside residential and commercial recyclables collection services;
- 2 collected from the Participating Council's public place recyclables bins;
- 3 collected from the Participating Council's facilities; and
- 4 delivered to the Participating Council's transfer stations and landfills.

Joint Community Education Advisory Committee

Has the meaning ascribed to it by clause 32.1 of the Service Specification.

Marketing and Community Education Program

Has the meaning ascribed to it by clause 32.1 of the Service Specification.

MGB

Means a mobile garbage bin, which is designated for the collection of the Input Material Type.

Municipal District

Means the municipal district of the Participating Council.

OHS

Means occupational health and safety.

OHS Management System

Has the meaning ascribed to it by clause 20.3.1 of the General Conditions of Contract.

Other Participating Councils

Means Greater Geelong City Council, Surf Coast Shire Council, Queenscliffe Borough Council and Golden Plains Shire Council.

Party's Representative

Means the Participating Council Representative in respect of the Participating Council and the Contractor's Representative in respect of the Contractor.

Participating Council

Means the party specified as such in the Instrument of Agreement.

Participating Council Representative

Has the meaning ascribed to it by clause 28.1 of the General Conditions of Contract.

Performance Security

Has the meaning ascribed to it by clause 16.1.1 of the General Conditions of Contract.

Personal Information

Means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Processing Facility

Has the meaning ascribed to it by clause 2.2 of the Service Specification.

Processing Gate Fee

Means:

- 1 in the period from the Commencement Date until the tenth anniversary of the Commencement Date, the Base Processing Gate Fee; or
- 2 in the period from the tenth anniversary of the Commencement Date until the expiry of the Contract Term, the Secondary Processing Gate Fee.

Professional Indemnity Policy

Has the meaning ascribed to it by clause 9.3.1 of the General Conditions of Contract.

Public Liability Policy

Has the meaning ascribed to it by clause 9.2.1 of the General Conditions of Contract.

Quality System

Has the meaning ascribed to it by clause 21.1 of the General Conditions of Contract.

Receival Facility

Has the meaning ascribed to it by clause 2.1 of the Service Specification.

Receival Hours

Has the meaning ascribed to it by clause 30.1 of the Service Specification.

Recyclables

Means:

- 1 glass bottles and jars;
- 2 all broken glass;

- 3 aluminium cans, food trays and foil;
- 4 steel cans;
- 5 steel aerosol cans;
- 6 liquid paperboard containers;
- 7 plastic bottles and containers Codes 1, 2, 3, 4, 5, 6 & 7;
- 8 newspapers, magazines, leaflets and 'junk mail';
- 9 stationary, envelopes and telephone books;
- 10 cardboard (flattened);
- 11 miscellaneous paper, including paper from a home office; and
- 12 any other material that the Participating Council Representative and the Contractor may agree from time to time to constitute Recyclables.

Region

Means the municipal districts of the Greater Geelong City Council, Queenscliffe Borough Council, Surf Coast Shire Council and Colac-Otway Shire Council.

Schedule

Means a schedule to the Service Specification.

Scheduled Extended Hours Rate

Means the amount described as such in Schedule 1.

Secondary Processing Gate Fee

Means the amount nominated as such in Schedule 1.

Service

Means the performance of work, the supply of materials and all other things required to be done under this Contract by the Contractor as indicated in the Contract Documents and includes any matters reasonably to be inferred from the Contract Documents.

Unscheduled Extended Hours Rate

Means the amount nominated as such in Schedule 1.

Working Day

Means Monday to Friday inclusive of any week, excluding Christmas Day and New Year's Day.

COLAC OTWAY SHIRE COUNCIL

CONTRACT NO. 0905

RECYCLABLE MATERIALS RECEIVAL AND PROCESSING

PART 2

GENERAL CONDITIONS OF CONTRACT

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ANNEXURE TO GENERAL CONDITIONS OF CONTRACT40

1 Construction of Contract

The law governing the Contract, the interpretations of the Contract, any agreement to arbitrate and the conduct of any arbitration or litigation is the law of the State of Victoria.

2 Definitions

In this General Conditions of Contract, words and expressions shall have the same meanings as are assigned to them in the Definitions Guide, except where the context otherwise requires.

3 Construction of Terms

In the Contract, unless there is inconsistency with the context:

3.1 Headings

Headings and underlinings are for convenience only and do not affect interpretation.

3.2 Number

Words importing the singular include the plural and vice versa.

3.3 Gender

A reference to a gender includes a reference to each other gender.

3.4 Grammatical Forms

Where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning.

3.5 Body Corporate

A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

3.6 Reference to any Statute

A reference to any Act, regulation, proclamation, planning scheme, local law or by law includes all Acts, regulations, proclamations, planning schemes, local laws or by laws amending, consolidating or replacing same and a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by laws made under that Act.

3.7 Successors and Permitted Assigns

A reference to a party in a document comprising the Contract includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators, administrators and legal personal representatives.

3.8 Reference to a Document

A reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document.

4 Interpretation

4.1 Contract Interpretation

No rule of contract interpretation shall be applied in the interpretation of this Contract to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Contract.

4.2 Amendments

This Contract may be amended or modified only on a written instrument duly executed by the parties.

4.3 Precedence

Should the Contract Documents contain any discrepancy or inconsistency, then the documents shall take precedence in the order in which they are listed in the Instrument of Agreement for the purposes of resolving the discrepancy or inconsistency. If the discrepancy or inconsistency is not resolved by this method, the Participating Council Representative shall make a reasonable determination resolving the discrepancy or inconsistency. No determination by the Participating Council Representative under this clause shall be construed as giving rise to a variation under this Contract.

4.4 Severability

If a provision, or part of a provision, in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of this Contract.

4.5 Whole Understanding

This Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which the Service is to be provided by the Contractor. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Contract.

4.6 Counting of Days

Where under any provision of this Contract any notice is to be given or any payment made in a stated period of days, the stated number of days shall

exclude Saturdays, Sundays and public holidays (within the meaning of the Public Holidays Act 1993) applying within the municipal district of the Participating Council. The days comprising any period of days computed in accordance with this clause shall be deemed consecutive if interrupted only by days that are not to be taken into account under this clause.

4.7 Counterparts

This Contract may be executed in any number of counterparts all of which taken together constitute one instrument.

4.8 Currency

In this Contract, a reference to a '\$' or 'dollars' is a reference to Australian dollars.

5 Relationship Between the Parties

5.1 No Partnership

Nothing in this Contract shall operate or be deemed to create a partnership between any of the parties to this Contract.

5.2 Several and Joint Liability

If the Contractor consists of two or more parties, this Contract shall bind each of them severally and jointly.

5.3 Agency

The Contractor must not:

5.3.1 hold itself out as being an agent of the Participating Council or being in any other way entitled to make any contract on behalf of the Participating Council or to bind the Participating Council to the performance, variation, release or discharge of any obligation; or

5.3.2 hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of the Participating Council.

5.4 Participating Council Powers

This Contract does not fetter or restrict the power or discretion of the Participating Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Service, the Contractor or the municipal district of the Participating Council.

5.5 Contractor to Examine Information

The Contractor is deemed to have examined all information and to have made all enquiries relevant to its rights and obligations under this Contract and to be aware of all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of the obligations under the Contract.

5.6 No Waiver

No time or other indulgence granted by the Participating Council to the Contractor or any variation of the terms and conditions of this Contract or any judgement or order obtained by the Participating Council against the Contractor will in any way amount to a waiver of any of the rights or remedies of the Participating Council in relation to the terms of this Contract.

6 Notices

6.1 Method of Giving Notices

A notice required or permitted to be given by one party to another under this Contract shall be in writing addressed to the party to receive it and be:

- 6.1.1 handed to the Party's Representative for that party;
- 6.1.2 delivered to that party's address;
- 6.1.3 sent by pre-paid mail to that party's address; or
- 6.1.4 transmitted by facsimile to that party's facsimile number.

6.2 Time of Receipt

A notice given to a party in accordance with clause 6.1 shall be treated as having been duly given and received:

- 6.2.1 if handed to the Party's Representative for that party, immediately;
- 6.2.2 if delivered to a party's address, on the day of delivery;
- 6.2.3 if sent by pre-paid mail, on the third day after posting; or
- 6.2.4 if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

6.3 Addresses

For the purposes of clauses 6.1 and 6.2, the address or facsimile number of a party is the address or facsimile number stated in the Annexure unless notice of another address or facsimile number has been given to the other party.

7 The Service

7.1 Statutory Obligations

The Contractor must execute the Service, including all variations, remedial work and supply of materials, plant and temporary works, in accordance with the reasonable directions of the Participating Council Representative pursuant to the provisions of the Contract and in accordance with all

applicable Acts, regulations, local laws and by-laws, and all relevant standards of the Standards Association of Australia.

7.2 Damage or Breakages

The Contractor must ensure that the Contractor's sub-contractors, agents or employees carry out the Service without damage to assets of the Participating Council. The Contractor shall be responsible for, and must make good at its own cost, any loss or damage to property caused or contributed to, by any act or omission of the Contractor or the Contractor's sub-contractors, agents or employees.

7.3 Better Performance

The Participating Council Representative may give such directions in writing for the better performance of this Contract as the Participating Council Representative reasonably considers appropriate. The Contractor shall give effect to such directions as if they constituted express terms of this Contract, provided, however, that any directions giving rise to variations shall be given under clause 13.

7.4 Contract Term

7.4.1 Extent of Contract Term

The Contract Term is the period stated in the Annexure from and including the Commencement Date.

7.4.2 Termination of Contract

The Participating Council or the Contractor may, at its option, terminate the Contract (without compensation to either party) at the tenth or fifteenth anniversary of the Commencement Date, provided that the party opting to terminate the Contract must give 24 months notice in writing of its intention to terminate the Contract prior to the date of termination. Any such termination of the Contract shall be without prejudice to any rights, obligations and liabilities of the parties at the date of termination.

7.4.3 Survival of Rights and Obligations

The rights and obligations of the parties under clauses 7.4, 9.1.3, 9.6, 10.11, 12.3, 14.2, 14.3, 14.4, 16.1.5(a), 17.1.3, 19, 20, 23, 27.6, 29 and 30 shall survive the termination or expiry of this Contract.

8 Notifications and Fees

8.1 Notifications

The Contractor shall be responsible for giving all notifications necessary to comply with the requirements of clause 7.1.

8.2 Fees

The Contractor shall be responsible for the payment of all fees, charges and costs incurred in the performance of the Service, except as expressly stated otherwise in this Contract.

8.3 Documentation

The Contractor shall provide the Participating Council Representative with written reports on any aspect of the Service if requested so to do by the Participating Council Representative in writing and provide copies of documents issued to the Contractor by municipal, public or statutory authorities in respect of the Service, including any permits or approvals relevant to the delivery of the Service.

9 Insurance and Indemnity

9.1 Insurance & Indemnity

9.1.1 Accident Compensation Act

The Contractor shall itself effect and ensure that each of its sub-contractors effects a WorkCover policy of insurance complying with the provisions of the Accident Compensation (WorkCover Insurance) Act 1993 in respect of all of its employees.

9.1.2 Other Legislation

The Contractor shall itself comply and ensure that each of its sub-contractors complies with any other workers' compensation legislation in force from time to time and shall, in the absence of any such legislation, or if so reasonably directed by the Participating Council Representative, insure against any claims that may be made in respect of the death of or injury to any of its employees.

Any such insurance shall be for an amount, with an insurer and in a form to the reasonable satisfaction of the Participating Council Representative.

9.1.3 Indemnity

The Contractor shall indemnify, keep indemnified and hold harmless the Participating Council and all of the Participating Council's staff, sub-contractors or agents against any liabilities, costs, penalties or additional premiums they may incur arising, whether directly or indirectly, from any provision of the *Accident Compensation Act 1985* (including, without limitation, section 10A of that Act) which:

- (a) deems any employees or agents of the Contractor, or any employees or agents of any sub-contractor of the Contractor, to be employees or workers of the

Participating Council, or the Participating Council's employees, sub-contractors or agents; or

- (b) otherwise makes the Participating Council, or any of the Participating Council's staff, sub-contractors or agents, in any way responsible for, or liable to pay any moneys to or in respect of, such persons, except for liabilities arising directly from the negligence of the Participating Council or any of the Participating Council's staff, sub-contractors or agents.

9.2 Public Liability Insurance

9.2.1 Obligation to Insure

The Contractor shall, at all times during the Contract Term, be the holder of a current public liability policy of insurance ("**Public Liability Policy**") in the joint names of the Contractor, its sub-contractors and the Participating Council providing coverage for an amount per event of at least that stated in the Annexure or such other amount as may be reasonably specified by the Participating Council Representative at his or her sole discretion.

The Public Liability Policy shall be affected with an insurer and cover such risks, and be subject only to such conditions, exclusions and excess, as are reasonably approved by the Participating Council Representative.

9.2.2 Cross Liability Clause and Notice of Claims

The Contractor shall ensure that the Public Liability Policy:

- (a) contains a cross liability clause:
 - (1) under which the insurer waives all rights of subrogation against any party insured under the Public Liability Policy; and
 - (2) which provides cover to each party insured under the Public Liability Policy as if a separate policy of insurance had been insured to each party issued under the Public Liability Policy; and
- (b) requires the insurer to give notice in writing to the Participating Council immediately if:
 - (1) a notice of cancellation or other notice is given under the Public Liability Policy; or
 - (2) the Contractor does not renew the Public Liability Policy or pay a premium for the Public Liability Policy.

9.2.3 Increase in Cover

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor shall increase the amount of coverage under the Public Liability Policy by at least the amount per event stated in the Annexure per year.

9.3 Professional Indemnity Insurance**9.3.1 Obligation to Insure**

The Contractor must, at all times during the Contract Term, be the holder of a current professional indemnity policy of insurance in respect of the activities specified in the Annexure ("**Professional Indemnity Policy**") providing coverage for an amount per event of at least that stated in the Annexure.

The Professional Indemnity Policy shall be affected with an insurer and cover such risks, and be subject only to such conditions and exclusions, as are reasonably approved by the Participating Council Representative.

9.3.2 Increase in Cover

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor shall increase the amount of coverage under the Professional Indemnity Policy by at least the amount per event stated in the Annexure per year.

9.4 Motor Vehicle Insurance [This clause left blank]**9.5 Evidence of Insurance****9.5.1 Provision of Evidence**

The Contractor must produce to the Participating Council Representative policies of insurance and receipts showing that the insurances referred to in clauses 9.1, 9.2 and 9.3 have been paid not less than seven (7) days before the Commencement Date.

9.5.2 Certificates of Currency

The Contractor shall provide the Participating Council with certificates of currency in respect of the insurances referred to in clauses 9.1, 9.2 and 9.3 each six (6) months (beginning six (6) months after the Commencement Date) during the Contract Term; and within two (2) days after a written request being made by the Participating Council Representative.

9.5.3 Failure to Insure

If the Contractor fails to comply with its obligations under clause 9.1, 9.2 or 9.3, the Participating Council may:

- (a) in the case of a failure by the Contractor to comply with its obligations under clauses 9.2 or 9.3, effect or maintain the Public Liability Policy or the Professional Indemnity Policy, as the case may be, and pay the premiums thereof, the cost of which must be paid on demand by the Contractor to the Participating Council or may be deducted by the Participating Council from any moneys due or becoming due to the Contractor under this Contract, at the option of the Participating Council; or
- (b) immediately terminate this Contract. If this Contract is terminated under clause 9.5.3(b), clauses 14.2 and 14.4 will operate, to the extent that they are applicable, as if the termination had been made by the Participating Council under clause 14.1.

9.5.4 Proof of Failure to Insure

Any failure by the Contractor to comply with its obligations under clause 9.5.1 or clause 9.5.2 will constitute conclusive proof of its failure to effect or maintain the insurances, as the case may be, for the purposes of clause 9.5.3.

9.5.5 Powers not Restricted

The exercise of a power by the Participating Council under clause 9.5.3(a) does not prevent the Participating Council terminating the Contract under clause 9.5.3(b) in respect of that or any subsequent breach of clause 9.1, 9.2 or 9.3.

9.6 Participating Council Indemnified

9.6.1 Indemnity

The Contractor shall indemnify, keep indemnified and hold harmless the Participating Council, and its councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from its performance or purported performance of its obligations under this Contract.

9.6.2 Acts of Employees and Others

The indemnity of the Contractor under clause 9.6.1 extends to any acts or omissions of the Contractor's agents, employees, assignees and sub-contractors.

9.6.3 Not to Affect Other Obligations

The effecting of insurances by the Contractor under this Contract does not affect the obligations of the Contractor under this or any other clause of this Contract.

10 Contractor's Representative and Employees

10.1 Appointment of Representative

The Contractor shall appoint a competent person to be responsible for the day to day performance of the service and the supervision of all persons employed or engaged in carrying out the Service ("**Contractor's Representative**"). The Contractor shall notify the Participating Council Representative in writing of the name of the Contractor's Representative at least one (1) month prior to the Commencement Date and shall notify the Participating Council Representative immediately and in writing should a new Contractor's Representative be appointed.

10.2 Availability of Representative

The Contractor's Representative shall be available and be able to be contacted by the Participating Council Representative each day during the hours in which the Service is being performed.

10.3 Address and Telephone Numbers

The Contractor shall, at least one (1) month prior to the Commencement Date, provide the Participating Council Representative with written notification of the address and telephone number of the Contractor's Representative during normal working hours and a telephone number on which the Contractor's Representative may generally be contacted after normal working hours. The Contractor shall notify in writing the Participating Council Representative immediately of any change of address or telephone numbers of the Contractor's Representative.

10.4 Directions to Representative

Any direction, instruction, notice, determination, approval or other communication made or given to the Contractor's Representative shall be deemed to have been made or given to the Contractor.

10.5 Knowledge of Representative

Any matter within the knowledge of the Contractor's Representative is deemed to be within the knowledge of the Contractor.

10.6 Employees

The Contractor shall engage sufficient employees with adequate skills and training to carry out the Service in an efficient manner.

The Contractor shall, if requested by the Participating Council Representative, from time to time submit a list of full names, period of employment and details of employment of all employees and sub-contractors of the Contractor who are engaged in the performance of the Service.

10.7 Prohibited Behaviour

The Contractor shall ensure that no employee, agent or sub-contractor of the Contractor consumes any alcoholic beverage, is intoxicated or is under the influence of any drug which would impede their ability to safely or efficiently perform the Service, while engaged in the performance of the Service or any related activities.

10.8 Conduct of Employees

The Contractor shall ensure that all employees, agents and sub-contractors of the Contractor conduct themselves towards councillors of the Participating Council, the Participating Council's employees and all members of the public in a civil and inoffensive manner, and carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.

10.9 Directions of Participating Council Representative

The Participating Council Representative may, by notice to the Contractor, reasonably direct that any employee, agent or sub-contractor of the Contractor not be employed or engaged or continue to be employed or engaged in the performance of the Service or any related activities. The Contractor shall comply with any such direction.

10.10 Appearance of Employees

The Contractor must ensure that all employees, agents and sub-contractors of the Contractor are attired in any manner specified in the Contract Documents, comply with any reasonable directions of the Participating Council Representative in respect of their personal appearance or attire concerned with matters of neatness, health or safety and carry an identity card, in a form approved by the Participating Council Representative, and present the identity card for inspection on demand by any member of the Participating Council's staff or member of the public.

10.11 The Media

The Contractor shall:

- 10.11.1 not either itself or through its employees, agents or sub-contractors make any statement to the media on behalf of the Participating Council or in relation to the performance of the Service;
- 10.11.2 refer all enquiries from the media relating to the performance of the Service to the Participating Council Representative; and
- 10.11.3 notify the Participating Council Representative immediately of any event arising in the course of performing the Service which may receive media attention.

11 Award Rates

11.1 Requirements of Industrial Instruments

Without limiting its obligations under clause 7.1, the Contractor shall comply with the terms and conditions of any relevant Commonwealth and State Awards in respect of its employees and any subsequent amending awards, including any applicable certified agreement, collective agreement, Australian Workplace Agreement or other individual agreement and shall ensure that any agents and sub-contractors of the Contractor also comply.

11.2 Minimum Award Rates

The Contractor is required to pay at least minimum award rates of pay to all employees. The Contractor is also required to comply with the superannuation levy legislation and any other legislation relating to employee pay and conditions. If so requested by the Participating Council Representative during the Contract Term, the Contractor shall produce evidence that at least award rates are being paid.

12 Payments

12.1 Intervals

All invoices or statements submitted by the Contractor to the Participating Council for payments under this Contract shall be in the form of tax invoices (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) and include the following:

- 12.1.1 the Contractor's ABN;
- 12.1.2 the price of the taxable supply;
- 12.1.3 the GST applicable to the taxable supply;
- 12.1.4 the date of issue of the tax invoice;
- 12.1.5 the name of the Contractor;
- 12.1.6 the name of the Participating Council as recipient of the taxable supply;
- 12.1.7 the address or ABN of the Participating Council;
- 12.1.8 a brief description of each thing for which payment is sought by the Contractor; and
- 12.1.9 the quantity or volume of each such thing.

No time limit for payment by the Participating Council to the Contractor shall begin to run until an invoice in the form required by this clause is provided by the Contractor to the Participating Council.

12.2 Certification of Payments

With each statement submitted to the Participating Council under clause 31.1 of the Service Specification, the Contractor must submit written certification to the Participating Council that it has:

- 12.2.1 paid all wages and allowances owing to any of its employees;
- 12.2.2 paid all amounts due to any party to which it has sub-contracted any of its obligations under this Contract; and
- 12.2.3 made any payments that it is required to make in respect of the Contractor's Equipment.

The Participating Council Representative may require that any such certification by the Contractor is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration on the Contractor's behalf.

12.3 Participating Council Power to Pay Employees and Sub-Contractors

If the Participating Council Representative is of the opinion that -

- 12.3.1 any wages or allowances due to the Contractor's employees are unpaid;
- 12.3.2 the Contractor has failed to pay any amounts due to any party to which it has sub-contracted any of its obligations under this Contract; or
- 12.3.3 the Contractor has failed to make any payment that it is required to make in respect of the Contractor's Equipment -

the Participating Council may:

- 12.3.4 deduct such amounts as appear to be due to the Contractor's employees or sub-contractors or to any third party with an interest in any of the Contractor's Equipment from any payments to the Contractor under this Contract; and
- 12.3.5 withhold the moneys until it has been provided with evidence to the satisfaction of the Participating Council Representative that all wages and allowances due to the Contractor's employees or amounts due to the Contractor's sub-contractors or such third parties have been paid. If no such evidence is provided to the Participating Council Representative within seven (7) days of the Participating Council giving notice to the Contractor that it is withholding payment, the Participating Council may pay to the Contractor's employees any wages and allowances, or to the sub-contractors and such third parties any amounts, which appear to be unpaid, to the extent of the moneys which have been withheld from payments to the Contractor. The Participating Council Representative shall give notice to the Contractor of the withholding of any moneys by the Participating Council under this clause.

Nothing in this clause in any way obliges the Participating Council to make any payment to any of the Contractor's employees or sub-contractors or any other parties. Any payments that are made by the Participating Council under this clause are deemed to have been made on behalf of the Contractor and the amount of the payments may be deducted by the Participating Council from any amounts due to the Contractor under this Contract.

13 Variations

13.1 Directions

The Participating Council Representative may, at any time during the Contract Term, in writing, direct a reasonable variation to the Service (provided that at least 24 hours notice is given of the variation) and such direction shall not in any way vitiate or invalidate the Contract. The Participating Council Representative may direct the Contractor to alter the extent of the Service, alter the character, quality or mode of performance of the Service or carry out work of a nature similar to the Service where an emergency has been deemed to have occurred by the Participating Council Representative.

Where reasonably practicable, the Participating Council Representative shall consult with the Contractor prior to directing a variation.

13.2 Value of Variations

Each variation shall be valued by mutual agreement between the Contractor and the Participating Council Representative, or failing agreement, by an independent assessor agreed by the Participating Council Representative and the Contractor. The cost of any independent assessment shall be met equally by the Participating Council and the Contractor.

The value of each variation shall be determined using rates or prices expressly stated or provided in the Contract for the purpose or by applying reasonable rates or prices if no rates or prices are specified.

If a variation involves a decrease in the Service or the omission of part of the Service, the Participating Council Representative shall make a reasonable allowance for the Contractor's profit and overheads.

14 Default and Termination

14.1 Default by Contractor

14.1.1 Default

Should the Contractor default in the performance or observance of any obligation it has under this Contract, or refuse or neglect to carry out or give effect to any order, instruction, direction or determination which the Participating Council or the Participating Council Representative is empowered to give or make under this Contract and which is given or made in writing to the Contractor, the Participating Council Representative may

give notice to the Contractor to show cause why the powers contained in clause 15 should not be exercised. Such notice:

- (a) shall not be unreasonably given;
- (b) shall indicate that it is a notice under this clause; and
- (c) shall specify the default, refusal or neglect on the part of the Contractor upon which it is based.

14.1.2 Show Cause

If, within seven days after receipt of a notice under clause 14.1.1, the Contractor fails to show cause which in the opinion of the Participating Council Representative, offers reasonable assurance that the default will be rectified or the Participating Council's or Participating Council Representative's order, instruction, direction or determination will be carried out or given effect to and this Contract satisfactorily completed in accordance with its terms, the Participating Council, without prejudice to any other rights that it may have under this Contract or at common law against the Contractor, may

- (a) suspend payment under this Contract; or
- (b) terminate this Contract -

by notice to the Contractor.

14.1.3 Suspension of Payments

The suspension of payment under clause 14.1.2 by the Participating Council shall not in any way affect the continuing obligations of the Contractor under this Contract. Suspension of payment may be continued until the default has been rectified or the order, instruction, direction or determination is carried out or given effect to.

14.2 Termination of Contract by the Participating Council

14.2.1 Termination

If the Participating Council decides to terminate this Contract pursuant to clause 14.1, it shall do so by giving notice to the Contractor. Except as provided in this Contract, the termination shall be without prejudice to any right that may have accrued to the Participating Council or to the Contractor under this Contract or at common law.

14.2.2 Takeover of Service

In the event of the termination of this Contract pursuant to clause 14.1, the Participating Council may either itself or by engaging or employing any other person, complete the performance of the Service, or such part of the Service as the

Participating Council considers it desirable to complete, which, so far as is practicable, shall be carried out in accordance with this Contract, provided that the Participating Council shall not be required to use the least expensive means of completing the Service.

The Participating Council may take possession of and permit other persons to use such of the Contractor's Equipment as it considers necessary for the completion of the performance of the Service or such part of the performance of the Service as the Participating Council considers it desirable to complete.

14.3 Possession of Contractor's Equipment

14.3.1 No Agreement to Contrary

Subject to clause 14.3.2, the Contractor shall not make any agreement or other arrangement under which any person would have rights to the possession of the Contractor's Equipment in priority to the rights of the Participating Council under clause 14.2.

14.3.2 Participating Council May Approve Arrangements

Notwithstanding clause 14.3.1, the Participating Council may approve in writing a lease, lease back, hire purchase, chattel mortgage, hire agreement or other financial arrangement between the Contractor and a third party ("**Third Party**") for any of the Contractor's Equipment provided that the Participating Council is provided in writing by the Contractor with:

- (a) the name and address of the Third Party;
- (b) written details of the proposed agreement or arrangement between the Contractor and the Third Party; and
- (c) a copy of a contract:
 - (1) to which the Contractor, the Participating Council and the Third Party are parties;
 - (2) which secures the Participating Council's rights under clause 14.2 in a manner reasonably acceptable to the Participating Council Representative; and
 - (3) which has already been executed by the Contractor and the Third Party.

14.4 Payments on Termination

14.4.1 Payments

If this Contract is terminated by the Participating Council under clause 14.1, the Participating Council is liable to make

payments to the Contractor in respect of the use by the Participating Council of the Contractor's Equipment for the purpose of completing the performance of the Service or part of the Service (but without payment for fair wear and tear), except that the Participating Council is not required to make any payment under clause 14.4.1 if a contract entered into under clause 14.3.2 requires the Participating Council to make any payments to any other party in respect of the use of the Contractor's Equipment for the purpose of completing the performance of the Service or part of the Service.

14.4.2 Payment for Losses and Expenses

If this Contract is terminated by the Participating Council under clause 14.1, the Contractor must pay to the Participating Council the amount of the loss and expenses incurred by the Participating Council due to, or in connection with the termination (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis).

14.4.3 Participating Council Representative's Determination

The amounts payable by the Contractor and the Participating Council under clauses 14.4.1 and 14.4.2 shall be determined by the Participating Council Representative. The Participating Council Representative shall give notice of his or her determination under clause 14.4 to the Contractor. Subject to clause 14.4.4, any amounts payable under clause 14.4 shall be paid within 14 days of the receipt of notice of the Participating Council Representative's determination.

14.4.4 Participating Council May Retain Moneys

The Participating Council may retain any moneys payable to the Contractor under clause 14.4.1 until any amount payable by the Contractor to the Participating Council under clause 14.4.2 has been determined by the Participating Council Representative and paid by the Contractor. If the Participating Council has taken possession of the Contractor's Equipment under clause 14.2.2, the Contractor's Equipment may be held as security for the payment of any amounts payable by the Contractor to the Participating Council under clause 14.2. The Contractor shall provide an indemnity to the Participating Council against any claim which may be made by third parties with respect to the Contractor's Equipment.

14.5 Insolvency

If the Contractor:

14.5.1 being a person:

- (a) becomes bankrupt, or files or is served with a petition in bankruptcy;

- (b) is served with a bankruptcy notice;
- (c) makes an assignment for the benefit of his or her creditors;
- (d) becomes bound as a debtor by any scheme of arrangement;
- (e) executes as a debtor any deed of assignment or deed of arrangement; or
- (f) has a mortgagee or other creditor take possession of any of his or her assets;

14.5.2 being a partnership:

- (a) is dissolved;
- (b) any of the partners becomes bankrupt, or files or is served with, a petition in bankruptcy;
- (c) any of the partners is served with a bankruptcy notice;
- (d) any of the partners makes an assignment for the benefit of his or her creditors;
- (e) any of the partners becomes bound by any scheme of arrangement;
- (f) any of the partners executes, as a debtor, any deed of assignment or deed of arrangement; or
- (g) any of the partners has a mortgagee or other creditor take possession of any of his or her assets; or

14.5.3 being a company or other body corporate:

- (a) takes, or has taken or instituted against it, any action or proceeding, whether voluntary or compulsory, having as its object the winding-up of the company or other body corporate;
- (b) an administrator is appointed, or steps are taken for the appointment of an administrator, under Part 5.3A of the Corporations Act in respect of it;
- (c) enters into a composition or other arrangement with its creditors, other than a voluntary winding-up by members for the purpose of reconstruction or amalgamation;
- (d) has a mortgagee or other creditor take possession of any of its assets;
- (e) a receiver or receiver and manager is appointed, or steps are taken for the appointment of a receiver or receiver and manager, in respect of it; or

- (f) in the case of an incorporated association, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the incorporated association -

the Participating Council may terminate this Contract immediately and clauses 14.2 and 14.4 will operate, to the extent that they are applicable, as if the termination had been made by the Participating Council under clause 14.1.

14.6 Termination of the Contract by the Contractor

14.6.1 Contractor's Right to Terminate

If the Participating Council has failed to pay to the Contractor any amount due under clause 12, other than an amount being the subject of a dispute or difference under this Contract or any legal proceedings commenced in respect of this Contract, within 14 days of any period for payment stated in the Contract, the Contractor may give notice in writing to the Participating Council stating that notice of termination under this Contract may be served if payment is not made within a further 14 days. If the Participating Council fails to make payment within 14 days of the receipt of such notice, the Contractor may, by notice to the Participating Council, either suspend the performance of the Service or terminate this Contract. Any suspension of the Service by the Contractor under clause 14.6.1 will not prevent it terminating this Contract during the period that the performance of the Service is suspended.

14.6.2 Payments upon Termination

Upon termination of this Contract by the Contractor under clause 14.6.1, without prejudice to the accrued rights or remedies of either party or the other liabilities of the parties under this Contract which may have accrued prior to termination, the Participating Council must, after taking into account amounts previously paid under this Contract, make payments to the Contractor in respect of:

- (a) any portion of the Service which has been properly performed and not paid for at the date of the termination; and
- (b) the cost of materials or goods properly ordered for the performance of the Service by the Contractor for which the Contractor has paid, or for which the Contractor is legally bound to pay, provided that such goods and materials must, on the making of the payment by the Participating Council, become the property of the Participating Council and be transferred to the Participating Council's ownership and possession by the Contractor.

The amount of any payments to be made by the Participating Council under this clause and any steps required to effectively transfer ownership and possession of any materials or goods referred to in clause 14.6.2(b) (including the proportions in which each party to this Contract is to bear the costs of the taking of any such steps) must be determined by the Participating Council Representative. Each party must take any steps determined by the Participating Council Representative to effectively transfer ownership and possession of the material or goods under clause 14.6.2(b). Upon termination of the Contract, the Contractor shall have no other rights against the Participating Council than those specified in this clause 14.6.2.

15 Property [This clause left blank]

16 Security

16.1 Performance Security

16.1.1 Bank Guarantee

Upon the execution of this Contract, the Contractor must deliver to the Participating Council an unconditional and irrevocable bank guarantee payable to the Participating Council for the sum stated in the Annexure ("**Performance Security**").

16.1.2 Bank Guarantee Adjustment

On every third anniversary of the Commencement Date, the amount of the Performance Security must be adjusted under this clause. If the amount of the Performance Security increases, the Contractor must, within 14 days of the anniversary of the Commencement Date, deliver to the Participating Council an irrevocable and unconditional bank guarantee for the amount of the increase (which shall then be deemed to form part of the Performance Security).

The amount of the Performance Security shall be determined in accordance with the following formula:

$$ACR = CR \times [1 + \{(CPI B - CPI A) / CPI A\}]$$

Where:

ACR = the adjusted amount of the Performance Security;

CR = the amount of the Performance Security stated in the Annexure;

CPI A = the Consumer Price Index: All Groups (Melbourne) Index Number issued by the Australian Bureau of Statistics for the June 2008 quarter; and

CPI B = the Consumer Price Index: All Groups (Melbourne) Index Number most recently issued by the Australian Bureau of Statistics at the date of the adjustment.

Should at any time during the Contract Term an index referred to in clause 16.1.2 be discontinued or modified, or if publication of that index ceases or substantially changes from the basis used at the date of this Contract, then the Commonwealth Statistician shall be requested by the parties to advise what index should be adopted by the parties for the purpose of adjustments under clause 16.1.2 and the index so advised shall be substituted for the first mentioned index.

16.1.3 Recourse to Security

In the event of any failure by the Contractor to carry out and complete its obligations under this Contract, the Participating Council may have recourse to the Performance Security in respect of any moneys for which the Contractor may be liable to the Participating Council under this Contract. Without limiting the rights of the Participating Council under this clause, the Participating Council may deduct from the Performance Security any sum payable to the Participating Council under clause 14.4.

16.1.4 Return of Security

Unless the Participating Council has exercised a right under clause 16.1.3, the Performance Security must be returned to the Contractor at the conclusion of the Contract Term.

16.1.5 Further Rights and Obligations

If the Participating Council has exercised a right under clause 16.1.3 and the Contract has:

- (a) been terminated or the Contract Term has expired, the Participating Council shall, after making any deductions from the Performance Security that it is entitled to make under this Contract, pay to the Contractor the remainder of the Performance Security, provided that the Participating Council is not required to make any payment to the Contractor under this clause until all payments due on termination of the Contract under clause 14.4 have been made; or
- (b) not been terminated and the Contract Term has not expired, the Contractor shall provide a supplementary irrevocable bank guarantee payable to the Participating Council for an amount equivalent to the moneys paid to the Participating Council by the bank in accordance with clause 16.1.3.

16.2 Deed of Guarantee [This clause left blank]**16.3 Participating Council's Right to Terminate**

If the Contractor fails to meet any of its obligations under clause 16.1.1 or 16.1.5, the Participating Council may immediately terminate this Contract. If this Contract is terminated under clause 16.3, clauses 14.2 and 14.4 will operate, to the extent that they are applicable, as if the termination had been made by the Participating Council under clause 14.1.

17 Assignment and Sub-Contracting**17.1 Sub-Contracting****17.1.1 General**

The Contractor shall not sub-contract the whole or any portion of its obligations under this Contract, except with the prior written consent of the Participating Council Representative, which may be given subject to such reasonable conditions as the Participating Council Representative considers appropriate. Except in so far as any consent given by the Participating Council Representative under clause 17.1.1 expressly provides otherwise, no sub-contractors will have any rights under this Contract against the Participating Council or be entitled to receive any payments under this Contract from the Participating Council.

17.1.2 Contractor to Provide Information

With any application for the consent of the Participating Council Representative to any sub-contracting, the Contractor shall provide any information required by the Participating Council Representative, including, but not limited to, evidence that a proposed sub-contractor will be capable of performing any obligations of the Contractor under this Contract that it may be required to perform.

17.1.3 Contractor still to be Liable

Unless otherwise agreed in writing by the Participating Council Representative, no sub-contracting of any obligations of the Contractor under this Contract will relieve the Contractor from any liability under this Contract or at law in respect of the performance or purported performance of this Contract and the Contractor will be responsible for the acts and omissions of any sub-contractor, or any sub-contractor's employees and agents, as if they were the acts or omissions of the Contractor.

17.2 Assignment**17.2.1 General**

The Contractor shall not assign the whole or any of its rights under this Contract, except with the prior written consent of the

Participating Council Representative, which may be given subject to such reasonable conditions as the Participating Council Representative considers appropriate. Except in so far as any consent given by the Participating Council Representative under clause 17.2.1 expressly provides otherwise, no assignees will have any rights under this Contract against the Participating Council or be entitled to receive any payments under this Contract from the Participating Council.

17.2.2 Change in Beneficial Ownership

For the purpose of this clause, an assignment of this Contract includes any change in the beneficial ownership of the share capital of the Contractor, if it is a company, which alters the effective control of the Contractor.

18 Contractor's Equipment and Materials

18.1 Contractor to Supply

Unless the Contract expressly provides otherwise, the Contractor shall supply at its own expense all equipment and materials required by the Contractor to provide the Service.

18.2 Suitability

The Contractor shall ensure that all of the Contractor's Equipment used in the execution of the Service is suitable for the purpose for which it is to be used and is maintained in good repair and condition.

18.3 Acts and Regulations

The Contractor shall ensure that all of the Contractor's Equipment used complies with all applicable Acts, regulations, local laws and by laws.

18.4 Deficiencies

18.4.1 Notice of Deficiency

If the Participating Council Representative reasonably considers that any item of the Contractor's Equipment is deficient, the Participating Council Representative may give notice to the Contractor specifying the deficiency and:

- (a) stating a date by which the deficiency is to be remedied; or
- (b) stating that the item of the Contractor's Equipment is not to be further used in the performance of the Service or otherwise in connection with this Contract.

18.4.2 Continued Use of Plant

Any notice given by the Participating Council Representative under clause 18.4.1 may also:

- (a) specify that the item of the Contractor's Equipment is not to be used until the deficiency has been remedied; or
- (b) specify that the item of the Contractor's Equipment may only be used subject to specified conditions until the deficiency has been remedied.

18.4.3 Reasons for Direction

Any notice given by the Participating Council Representative under clause 18.4.1 must give reasons for the Participating Council Representative's direction.

19 Dispute Resolution

19.1 Notice of Dispute

In the event of any dispute or difference arising between the Participating Council and the Contractor, either during the Contract Term or after the termination, abandonment or breach of this Contract, as to any matter or thing connected with this Contract or arising under this Contract, the Participating Council or the Contractor may give to the other party notice of the dispute or difference.

Such notice must:

- 19.1.1 not be unreasonably given;
- 19.1.2 indicate that it is a notice under this clause; and
- 19.1.3 give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.

19.2 Alternative Dispute Resolution

Within seven (7) days of the receipt of any notice of dispute under clause 19.1 by either party, a representative of each party shall meet to discuss ways of resolving the dispute or difference. The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree. The representatives shall be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

19.3 Referral to Litigation

Unless a dispute or difference of which notice has been given under clause 19.1 is settled, either party may, not less than seven (7) days after the notice of dispute or difference was given, refer the dispute or difference to litigation.

19.4 Service to Continue

If reasonably possible, the performance of obligations under the Contract shall continue during alternative dispute resolution procedures or legal proceedings, and no payment due or payable by a party that is not in dispute must be withheld on account of the arbitration or legal proceedings, unless so authorised by the other party or by this Contract.

20 Occupational Health and Safety

20.1 Occupational Health and Safety

20.1.1 Obligations

The Participating Council is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. The Contractor and any sub-contractors engaged by the Contractor shall at all times identify and exercise all necessary precautions for the health and safety of all persons including the Contractor's employees, the Participating Council's employees, the Delivery Vehicle Contractor's employees and members of the public who may be affected by the Service.

20.1.2 Contractor's Responsibility

The Contractor shall be aware of all occupational health and safety policies, procedures or measures implemented or adopted by the Participating Council and/or the occupiers of any premises at or within which the Contractor will perform the Service under this Contract. The Contractor shall comply with all such policies, procedures or measures; and in the event of any inconsistency, shall comply with such procedures or measures as they produce the highest level of health and safety. The Contractor shall forthwith comply with any and all directions by the Participating Council Representative relating to OHS.

20.2 Legislative Compliance

The Contractor shall comply with and ensure that its employees, sub-contractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and policies and procedures of the Council which are in any way applicable to OHS and the performance of the Service under this Contract.

20.3 Contractor OHS Management Systems

20.3.1 OHS Management System

The Contractor shall develop and implement, throughout the Contract Term, an OHS Management System applicable to the Service which shall, as a minimum requirement, demonstrate compliance with all the duties of an employer specified in the

Occupational Health and Safety Act 2004 (“**OHS Management System**”).

20.3.2 Submission of OHS Management System

The Contractor shall, at least sixty days prior to the Commencement Date and, during the Contract Term, when requested by the Participating Council Representative, submit a complete copy of the OHS Management System documentation for the provision of all aspects of the Service to the Participating Council Representative.

The OHS Management System must include (as a minimum requirement):

- (a) the Contractor’s OHS policy and objectives;
- (b) the Contractor’s organisational structure and responsibilities;
- (c) details of safe work practices and procedures to be implemented by the Contractor;
- (d) the Contractor’s OHS training and induction;
- (e) the Contractor’s OHS auditing and inspection procedures;
- (f) the Contractor’s OHS consultation procedures;
- (g) the Contractor’s OHS performance monitoring;
- (h) the Contractor’s assessment of all risks and hazards arising from the performance of its obligations under this Contract; and
- (i) the Contractor’s procedures for eliminating, controlling or minimising the identified risks and hazards.

20.4 OHS Performance Reporting

20.4.1 Evidence of Performance

The Contractor shall provide the following information to the Participating Council Representative on a monthly basis:

- (a) the number of lost time injuries;
- (b) the number of working days lost due to injury;
- (c) the current status of any injured personnel, damaged property or environmental damage or pollution;
- (d) the status of the implementation and outcomes of corrective actions undertaken as a result of OHS inspections and risk assessments; and

- (e) the status of OHS management system audits undertaken.

20.4.2 Reports

The Contractor shall, when requested by the Participating Council Representative, provide reports on the implementation of the OHS Management System, including, without limitation, reports on OHS inspections, audits or assessments undertaken during the course of the Contract Term.

20.5 Incident Notification

20.5.1 Notification To Authorities

If the Contractor is required by the Occupational Health and Safety Act 2004 or by any other regulations to give any notice of an accident occurring during the performance by the Contractor of the Service, the Contractor shall at the same time or as soon thereafter as possible in the circumstances give a copy of the notice to the Participating Council Representative.

20.5.2 Notification to Participating Council Representative

The Contractor shall promptly notify the Participating Council Representative of any accident, injury, property or environmental damage that occurs during the carrying out of the Contract. All lost time incidents shall be immediately notified to the Participating Council Representative. The Contractor shall within three (3) days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause and any recommendations or strategies for prevention in the future.

20.6 Non-Compliance

20.6.1 General

If during the Contract Term, the Participating Council Representative gives reasonable notice to the Contractor that, in the opinion of the Participating Council Representative, the Contractor is:

- (a) not conducting the Service in compliance with the OHS Management System or any other obligation contained in clause 20; or
- (b) conducting the Service in such a way as to endanger the health and safety of the Contractor's employees or any other person -

the Contractor shall promptly -

- (c) remedy the breach of the OHS Management System or clause 20; or

- (d) take appropriate steps to eliminate the risk to the Contractor's employees or any other person -

as appropriate.

20.6.2 Suspension of the Service

If the Participating Council Representative gives notice to the Contractor under clause 20.6.1, the Participating Council Representative may direct the Contractor to suspend the performance of the Service until such time as the Contractor satisfies the Participating Council Representative that the Service will be resumed in conformity with this Contract. During periods of suspension referred to above, the Participating Council shall not be required to make any payment whatsoever to the Contractor.

20.6.3 Breaches

If the Contractor fails to rectify any breach of this clause for which the performance of the Service has been suspended, or if the Contractor's performance has involved three (3) or more breaches of clause 20 of which notice has been given to the Contractor under clause 20.6.1 in any twelve month period, the Participating Council may, at its option, terminate the Contract forthwith, without further obligation to the Contractor. In this event, the Participating Council's liability shall be limited to payment for the Service performed up to the time of termination of the Contract or an earlier suspension of the Service. Clauses 14.2 and 14.4 shall apply to any termination under clause 20.6.3, to the extent to which they are applicable, as if the Contract had been terminated under clause 14.1.

21 Quality

21.1 Quality Systems

The Contractor shall maintain a documented quality system which is consistent with an Approved industry applicable Australian Standard for quality systems ("**Quality System**").

21.2 Quality Plan

The Contractor shall at least sixty days prior to the Commencement Date and, during the Contract Term, when requested by the Participating Council Representative, submit a complete copy of the Quality System for the provision of all aspects of the Services to the Participating Council Representative and the Contractor shall manage and control the quality of the Service under the Contract in accordance with the Quality System. The Quality System shall include, but not be limited to:

- 21.2.1 a policy statement for quality applicable to the Contract;
- 21.2.2 management responsibilities specific to the Contract;

- 21.2.3 an outline of procedures for relevant quality system elements applicable to the Contract;
- 21.2.4 organisational responsibilities for quality; and
- 21.2.5 procedures for control of inspection and testing, control of non-conformances, corrective action and control of others.

The Contractor shall submit the Quality System to the Participating Council Representative at least eight (8) weeks prior to the Commencement Date.

21.3 Certification

If the Quality System is accredited to the requirements of an Australian Standard or the Contractor gains such certification during the Contract Term, a certified copy of the Quality System shall be provided to the Participating Council Representative.

22 Environmental Management and Site Control

22.1 General

The Contractor shall comply with all relevant legislation for the protection of the environment.

The Contractor shall be responsible for making application to all relevant statutory authorities and obtaining approval for all licences, certificates and the like that are required under any law governing environmental controls, except where otherwise noted.

The Contractor must inform itself as to the environmental management measures relating to the Service, Receiving Facility or Processing Facility which it is or may be obliged to undertake, and shall comply with the other environmental standards and requirements to which it may be subject in accordance with any applicable law.

22.2 Environmental Management Plan (EMP)

The Contractor shall plan, establish, implement and maintain an environmental management plan for the Service ("EMP").

The Contractor shall provide an EMP covering all aspects of the Service, for approval by the Participating Council Representative at least sixty days prior to the Commencement Date.

The EMP shall cover:

- 22.2.1 all work necessary for the Contractor's personnel to properly monitor and control all emission and pollution levels;
- 22.2.2 environmental management responsibilities;
- 22.2.3 organisational requirements;
- 22.2.4 monitoring plans under clause 22.6,

- 22.2.5 training;
- 22.2.6 records systems; and
- 22.2.7 audits.

The EMP shall include, but not be limited to:

- 22.2.8 noise, water and air quality monitoring programmes;
- 22.2.9 acoustic management measures to be implemented to reduce noise levels;
- 22.2.10 dust and litter control measures for the Processing Facility and Reveal Facility and on unsealed roads; and
- 22.2.11 chemical and fuel management.

The Service shall not commence until the EMP has been submitted by the Contractor and approved by the Participating Council Representative.

The EMP may be incorporated into the Quality Plan.

22.3 Changes to the EMP

The Contractor may make changes to the EMP at any time. However, where a change may potentially affect compliance with statutory requirements, environmental impacts, or the Contract, either directly or indirectly, the proposed change must be approved by the Participating Council Representative prior to implementation.

22.4 Environmental Management Records

The Contractor must maintain records in relation to the EMP, including details of changes to the EMP, meeting minutes and the results of any system audits, monitoring, tests, observations and/or measurements, including any relevant calculations and/or analyses.

The Contractor shall maintain progress and summary charts of monitoring, tests, measurements and observation during the Contract Term.

Copies of all charts shall be progressively supplied to the Participating Council Representative during the course of the Contract Term.

Conformance data shall be entered in the record system regularly and as soon as possible after monitoring and testing has been completed.

22.5 NATA Tests

Conformance tests undertaken by the Contractor shall be performed by laboratories registered with the National Association of Testing Authorities, Australia (NATA) where appropriate NATA testing facilities exist.

All such tests shall be covered by the terms of registration of NATA and all tests reports shall be issued on a NATA test report signed by a NATA authorised signatory for the test concerned.

22.6 Monitoring, Inspection and Test Plans

For the purposes of clause 22.6, where the term "monitoring" is used, it shall also include inspecting and testing.

The Contractor shall develop monitoring plans to cover all environmental issues set out in or arising under the Contract. The monitoring plans shall form part of the EMP.

In particular, the Contractor shall carry out detailed planning and documentation of the extent and methodology of the whole monitoring process.

Monitoring plans shall include the following information:

- 22.6.1 what aspect is being monitored;
- 22.6.2 who carried out the monitoring;
- 22.6.3 the method of monitoring;
- 22.6.4 what equipment is used;
- 22.6.5 whether it is a continuous method of monitoring;
- 22.6.6 whether it is done on an intermittent or as required basis;
- 22.6.7 the acceptance criteria;
- 22.6.8 the frequency and timing of non-continuous monitoring;
- 22.6.9 details of hold points;
- 22.6.10 details of witness points;
- 22.6.11 details of audits; and
- 22.6.12 details and locations of monitoring stations.

Control monitoring shall be carried out by the Contractor to verify that the processes used to perform the Service are proceeding as planned. The Contractor shall specify in each monitoring plan the frequency and extent of control monitoring, which shall take into account previous performance and the impact of non-conformance on performance of the Service.

The results of control monitoring shall be documented and made available to the Participating Council Representative upon request.

The Contractor shall in its EMP set out the various technical procedures that it intends to carry out so that it can properly monitor and control levels and record variations in such matters.

This shall include details of:

- 22.6.13 the number and locations of all fixed point monitoring stations of each type needed;

- 22.6.14 the types and number of portable monitoring stations it proposes to use; and
- 22.6.15 how the Contractor intends to use such stations to adequately respond to any complaint that a third party may lodge.

With respect to monitoring equipment, the Contractor shall comply with the requirements of the relevant Australian and International Standards.

Measuring equipment shall include equipment or devices for control and monitoring of levels, emissions and pollution, survey equipment and instruments, and field and laboratory testing equipment.

22.7 Noise Control and Monitoring

The Contractor shall implement all noise control measures required by or approved under this Contract and monitor the effectiveness of such measures throughout the Contract Term. The Contractor shall be responsible for limiting and monitoring all noise produced during the delivery of the Service.

The Contractor shall ensure that the maximum noise level of each item of Equipment does not exceed 80dB(A) as measured at a distance of seven (7) metres from such item of plant and equipment or such lower level as may be required by law. The noise levels of all items of the Contractor's Equipment used in the delivery of the Service shall be measured at the nominated distance of seven (7) metres at least once every two (2) months (or at any other time interval agreed to in writing by the Participating Council Representative), as evidence that the noise levels of individual items have not increased through improper maintenance or neglect.

23 Confidentiality

23.1 Contractor's Responsibility

The Contractor shall not use, divulge to any person or reproduce any information whatsoever that may be provided to the Contractor by the Participating Council or that may come within the Contractor's knowledge in the course of performing the Service other than for the sole purpose of providing the Service, without the written consent of the Participating Council Representative or as required by law.

23.2 Disclosures

The Contractor shall ensure that any persons employed by the Contractor or the Contractor's sub-contractors do not disclose or discuss with any other person in any circumstances any information obtained by them or to which they obtain access in the course of the performance of the Service.

23.3 Breach

The Contractor shall forthwith advise the Participating Council Representative of any breach of confidentiality coming to the Contractor's attention and detail in writing the circumstances, substance and nature of the breach and the name and address of any person known or suspected

by the Contractor to have been involved in the breach, including any employee of the Contractor, employee of a sub-contractor to the Contractor or recipient of confidential information.

23.4 Provision of Information

The Contractor shall immediately upon receipt of the Participating Council Representative's written request to do so deliver to the Participating Council all Confidential Information in its possession that is capable of being delivered and delete, erase or otherwise destroy all Confidential Information contained in any computer memory, magnetic, optical, laser, electronic or other media in its possession or control which is not capable of delivery to the Participating Council.

23.5 Information Privacy

The Contractor agrees in respect of Personal Information held in connection with this Contract:

- 23.5.1 to be bound by the Information Privacy Principles with respect to any act done, or practice engaged in, by the Contractor or the Contractor's employees, suppliers, agents or subcontractors, including, without limitation, to use Personal Information only for the purposes of fulfilling the Contractor's obligations under this Contract and not to disclose Personal Information without the written authority of the Participating Council Representative except for the purpose of fulfilling the Contractor's obligations under this Contract;
- 23.5.2 to immediately notify the Participating Council Representative where the Contractor becomes aware of a breach of clause 23.5.1 by the Contractor or any of the Contractor's agents or employees;
- 23.5.3 to indemnify Participating Council in respect of any liability, loss or expenses incurred arising out of or in connection with a breach of clause 23.5.1 by the Contractor or any of the Contractor's agents or employees; and
- 23.5.4 that Participating Council may audit either directly or through Participating Council's auditors the Contractor's information practices and that the Contractor must provide all reasonable assistance to the party conducting such an audit.

24 Emergency Actions

24.1 Disruption to Services

In the event of any disruption to the Service, the Contractor shall notify the Participating Council Representative immediately and keep the Participating Council Representative informed of developments. The Contractor must take all reasonable steps to resume the Service at the earliest opportunity. The Contractor must comply with all reasonable directions of the Participating Council Representative in resuming the provision of the Service.

24.2 Notifications of Disruptions

The Contractor must place advertisements, in a form reasonably approved by the Participating Council Representative, in local newspapers advising of disruptions to the Service and be able to provide competent employees to receive and answer complaints/queries from residents or customers arising from the disruption to the Service.

25 Conflict of Interest

25.1 Notification

The Contractor shall immediately make a full disclosure in writing to the Participating Council of the existence, nature and extent of any actual or potential conflict of interest that the Contractor, or any of its employees, agents or sub-contractors, may have between the Contractor's obligations under this Contract and the interests of:

- 25.1.1 the Contractor or the Contractor's employees, agents or sub-contractors;
- 25.1.2 an associate of the Contractor or the Contractor's employees, agents or sub-contractors;
- 25.1.3 a company in which the Contractor or the Contractor's employees, agents or sub-contractors are involved, whether as an officer, shareholder, employee or otherwise; or
- 25.1.4 any other person with whom or which the Contractor or the Contractor's employees, agents or sub-contractors have a financial or business association, whether directly or indirectly.

25.2 Failure to Comply

If the Contractor fails to comply with its obligations under clause 25.1, the Participating Council may immediately terminate this Contract. If this Contract is terminated under this clause, clauses 14.2 and 14.4 will operate, to the extent that they are applicable, as if the termination had been made by the Participating Council under clause 14.1.1.

26 Force Majeure

26.1 Notification

Where the Contractor is unable, wholly or in part, by reason of force majeure to carry out any obligation under this Contract, and the Contractor gives the Participating Council prompt notice of that Force Majeure, including reasonable particulars, and insofar as is known, the probable extent to which it will be unable to perform that obligation, that obligation is suspended so far as it is affected by Force Majeure during the continuance of that Force Majeure and the Contractor shall be allowed a reasonable extension of time to perform its obligation.

26.2 Resumption of the Service

The Participating Council Representative shall, by notice in writing, notify the Contractor when, in the reasonable opinion of the Participating Council Representative, the Force Majeure has ceased or no longer substantially affects the ability of the Contractor to carry out the obligations under this Contract and in that notice may require the Contractor to resume the performance of its obligation within seven (7) days or on such earlier date as the Participating Council Representative may reasonably direct.

27 Industrial or Intellectual Property

27.1 Intellectual Property

27.1.1 Subject to this clause, the property and copyright in all Contract Material shall vest in the Participating Council. The Contractor shall ensure that any person, including employees, agents and sub-contractors, engaged by it in the provision of the Services agrees to assign to the Participating Council all the property and copyright in the Contract Material.

27.1.2 Subject to this clause, the Contractor acknowledges that the Participating Council has the property and copyright in any discoveries, inventions, patents, designs or other rights arising out of or in performance of this Contract.

27.1.3 Notwithstanding clauses 27.1.1 and 27.1.2, nothing in this Contract affects or in any way alters the Contractor's ownership of or rights to any pre-existing intellectual property. The Participating Council shall be granted a free licence to use any pre-existing intellectual property used for the purposes of performing the Service.

27.1.4 Except to the extent that the Contract Material contains the Contractor's rights arising from clause 27.1.3, the Contractor will not use, reproduce or publish, other than for the Participating Council and for the purposes of this Contract, the Contract Material, without the prior written consent of the Participating Council Representative.

27.1.5 The Contractor, in performing the Service, shall use its best endeavours not to breach the intellectual property rights of any third party. The Contractor shall indemnify the Participating Council if, for any reason, the Participating Council is prohibited from using the Service as a result of any third party breach. Any damages resulting from the third party breach that are incurred by Participating Council shall be paid by the Contractor.

27.2 Information

27.2.1 The Contractor shall maintain all information provided by the Participating Council in an accurate and up to date state, not change the form or structure of the Participating Council's information without the prior written consent of the Participating

Council and provide any information in a form required by the Participating Council, upon demand or as otherwise agreed from time to time.

- 27.2.2 Intellectual property in any addition to or modifications to information provided by the Participating Council that is undertaken by the Contractor during the Contract Term shall vest in the Participating Council.

27.3 Protection of Information

- 27.3.1 The Contractor shall protect any information provided by the Participating Council from harm, including but not limited to, preventing unauthorised update, employing appropriate backup and recovery processes and minimising the risk of accidental damage, including the introduction of errors.
- 27.3.2 The Contractor shall indemnify, keep indemnified and hold harmless the Participating Council in connection with any loss, damage, costs, compensation or expense incidental to or arising out of the infringement of any intellectual property rights by the Contractor or the Contractor's agents and sub-contractors.

27.4 Inspection of Information and Related Documents

- 27.4.1 The Contractor shall allow any person authorised by the Participating Council to inspect and verify from time to time during the ordinary business hours of the Contractor all or any part of the Contract Material and any documents or data relating thereto and the Contractor shall give any assistance necessary for the carrying out of such inspection and verification and permit the taking of copies of any information or related documents or data.
- 27.4.2 The Contractor shall enable any person authorised by the Participating Council to review the contents of the Contract Material and the processes for using and maintaining this information.
- 27.4.3 A review of the contents of any of the Contract Material may include, but not necessarily be limited to, access to and analysis of manual records, access to and analysis of databases and access to any analysis of application programs.
- 27.4.4 The review of the processes for using and maintaining the Contract Material includes, but is not limited to, observation testing and discussions regarding processes and standards for granting and revoking access to data and applications, password usage, data entry and analysis and correction of data errors.

27.5 Data Format

All reports and other data to be submitted by the Contractor to the Participating Council or the Participating Council Representative shall be in an electronic format reasonably approved by the Participating Council Representative, unless specified otherwise in this Contract.

27.6 Use of Participating Council's Name or Logo

27.6.1 The Contractor may not use the Participating Council's name, logo, coat of arms or like symbols on or in any signage, written correspondence or advertising material (in print, on radio, on television or in any other medium) without first obtaining the Participating Council's Representative's written consent.

27.6.2 The Contractor must use its best endeavours not to infringe any patent, registered design, trademark, copyright or other protected intellectual right in the performance of its obligations under this Contract.

28 Participating Council Representative**28.1 Participating Council Representative**

The Participating Council Representative shall be the person nominated in the Annexure, subject to clause 28.3.

28.2 Functions Rights and Powers

The Participating Council Representative may perform or exercise all of the Participating Council's functions, rights and powers under this Contract on behalf of the Participating Council. The Participating Council Representative may delegate any or all of his or her functions, rights and powers (including any functions, rights or powers of the Participating Council which the Participating Council Representative is authorised to perform or exercise under this clause) provided that he or she first gives written notice to that effect to the Contractor.

28.3 Change

The Participating Council may change the Participating Council Representative by giving written notice to that effect to the Contractor.

28.4 Directions

The Contractor must, at all times, comply with all directions given by the Participating Council Representative in accordance with this Contract.

29 Contractor's Acknowledgment

The Contractor acknowledges that the Participating Council enters into this Contract in reliance on all of the representations made to it in the Contractor's tender (including any completed Schedules) and should any of those representations prove to be false or otherwise inaccurate, the Participating Council may, if it reasonably considers the misrepresentation to be fundamental to this Contract, terminate the

Contract from a date determined by the Participating Council. If the Participating Council terminates the Contract under this clause, clauses 14.2 and 14.4 will operate, to the extent to which they are applicable, as if the termination of the Contract had been made by the Participating Council under clause 14.1.

30 The Participating Councils

30.1 Several liability

The Contractor acknowledges and agrees that the Participating Council is only liable to the Contractor with respect to the Participating Council's obligations under this Contract and is not responsible for the acts or omissions of any Other Participating Council or the Group.

30.2 Negation of Relationships

The Contractor agrees that the Participating Council is independent of any Other Participating Council and the Group. No term of the Contract or any other circumstance connected with the tender process for this Contract or the operation of this Contract is to be construed as giving rise to any of the following relationships between the Council and any Other Participating Council or the Group:

- 30.2.1 joint venturer;
- 30.2.2 partnership;
- 30.2.3 fiduciary relationship; or
- 30.2.4 principal and agent.

30.3 Separate Contracts

30.3.1 Without limiting clause 30.1, no term of the Contract or other circumstance is to be construed or deemed so as to constitute a guarantee by the Participating Council of the performance by any Other Participating Council of its obligations under any contract between the Contractor and the Other Participating Council. For the avoidance of doubt, the Contractor may not, unless the Contract specifically provides, take action or make any claim against the Participating Council as a result of any Other Participating Council's breach of any contract between the Contractor and the Other Participating Council.

30.3.2 Unless expressly stated in the Contract:

- (a) all rights vested in a Participating Council may be exercised by that Participating Council alone without the necessity of consent from any Other Participating Council; and
- (b) the Participating Council may enforce a breach of the Contract against the Contractor and terminate the Contract as it exists between the Participating Council and the Contractor without any corresponding contract

between the Contractor and any Other Participating Council being affected in any way.

30.4 Greater Geelong City Council Participation

If the contract between the Greater Geelong City Council ("**Geelong**") and the Contractor for the receipt and processing of recyclables which is made on or around the date of this Contract ("**Geelong Contract**") is terminated -

30.4.1 as a result of a breach of the Geelong Contract by Geelong;

30.4.2 by agreement between Geelong and the Contractor; or

30.4.3 by either Geelong or the Contractor exercising a right to terminate corresponding to the right conferred by clause 7.4.2 of this Contract -

the Contractor may, at its option, terminate this Contract after giving twelve months notice of its intention to terminate the Contract to the Participating Council.

Annexure to General Conditions of Contract

| | |
|--|---|
| The address of the Participating Council is (clause 6.3): | 2-6 Rae Street, Colac, Victoria |
| The facsimile number of the Participating Council is (clause 6.3): | (03) 5232 1046 |
| The address of the Contractor is (clause 6.3): | 94 Maffra Street, Coolaroo, Victoria, 3048 |
| The facsimile number of the Contractor is (clause 6.3): | (03) 9309 4037 |
| The Commencement Date is (Definitions Guide and clause 7.4): | 1 July 2010 |
| The Contract Term is (Definitions Guide and clause 7.4.1): | Twenty (20) years |
| The minimum amount of coverage under the Public Liability Policy is (clause 9.2.1): | \$20,000,000 |
| The amount by which the coverage under the Public Liability Policy is to be increased each year is (clause 9.2.3): | As reasonably directed by the Participating Council Representative. |
| The minimum amount of coverage under the Professional Indemnity Policy is (clause 9.3.1): | Not required |
| The amount by which the coverage under the Professional Indemnity Policy is to be increased each year is (clause 9.3.2): | Not applicable |
| The amount of the bank guarantee is (clause 16.1.1): | \$15,508 |
| The Participating Council Representative is (clause 28.1): | Manager Major Contracts of the Participating Council |

COLAC OTWAY SHIRE COUNCIL

CONTRACT NO. 0905

RECYCLABLE MATERIALS RECEIVAL AND PROCESSING

PART 3

SERVICE SPECIFICATION

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1 Commencement Date

The Contractor must have the Receival Facility and the Processing Facility operational by the Commencement Date. The Contractor must receive and process the Input Material Type from the Commencement Date.

2 Provision of Receival and Processing Facility

The Contractor must provide and maintain a suitable -

2.1 facility for receiving the Input Material Type from the Participating Council ("Receival Facility"); and

2.2 facility for processing the Input Material Type ("Processing Facility") -

in accordance with this Contract.

3 Contingency Plan

In the event that the Receival Facility is not ready to receive the Input Material Type by the Commencement Date, or the Receival Facility is not able to receive the Input Material Type during the Contract Term, in accordance with this Contract the Contractor's must have in place an Approved alternative arrangement for the receival of the Input Material Type ("Alternative Receival Facility").

The Contractor must ensure that the receipt of the Input Material Type at any Alternative Receival Facility is performed in accordance with this Contract.

Any additional costs associated with the alternative arrangements are the responsibility of the Contractor. Without limiting the obligations of the Contractor in this respect, the Contractor must pay to the Participating Council, on demand:

3.1 any additional amount which the Participating Council pays to a contractor to the Participating Council (including the Delivery Vehicle Contractor) to transfer the Input Material Type to the Alternative Receival Facility (as required under the Participating Council's contract with the contractor or determined by agreement between the Participating Council and the contractor); and

3.2 any other amount which the Participating Council Representative reasonably determines as a cost to the Participating Council of the use of the Alternative Receival Facility, rather than the Receival Facility.

In the event that the Receival Facility or the Processing Facility will not be operational at the Commencement Date, the Participating Council Representative's approval of any alternative arrangement for receival or processing of the Input Material Type must be obtained at least two (2) months prior to the Commencement Date.

4 Locations of Receival Facility and Processing Facility

The Receival Facility and the Processing Facility must be situated within a 15 kilometre radius from the City Hall, 30 Gheringhap Street, Geelong throughout the Contract Term unless approved otherwise by the Participating Council.

Should the Receival Facility be at a different location to the Processing Facility, ownership of the Input Material Type shall vest in the Contractor, as against the Participating Council, on delivery to the Receival Facility. The Contractor will be responsible for the transport of the Input Material Type from the Receival Facility to the Processing Facility, at its cost.

5 New Facility

The Contractor will be responsible for financing, designing, constructing, commissioning, operating and maintaining any new or modified Receival Facility or Processing Facility. The Contractor must obtain and maintain all licenses, permits and approvals required for the development and operation of the Receival Facility and the Processing Facility.

Without limiting the Contractor's obligations under this Contract, the Contractor must construct any new or modified Receival Facility or Processing Facility in accordance with the Design and Operation Plan.

6 Land or Facility(ies) Owned or Operated By Another Party

If the Receival Facility or the Processing Facility is owned or operated by a party other than the Contractor ("Third Party"), the Contractor must provide to the Participating Council a copy of a binding agreement executed by the Contractor and the Third Party which provides for the Contractor's use of the Receival Facility or the Processing Facility, or the sub-contracting of the relevant obligations of the Contractor to the Third Party, as the case requires, to the satisfaction of the Participating Council.

7 Funding Grants

The Contractor is encouraged to source funding grants from government bodies and other sources for the improvement of the Service. For example, this may include funding for infrastructure to receive and process additional materials as "Recyclables".

Subject to the nature of the grant and any associated conditions, the Group and the Participating Council may seek and/or support the Contractor in sourcing such grant funds. As part of the Group and Participating Council's involvement, consideration will be given to the impact which the receipt of any funding grant should have on the Processing Gate Fee, although it is acknowledged that any change to the Processing Gate Fee must be agreed by the Contractor and the Participating Council.

Service-based grants for the purpose of encouraging participation by the community (eg Sustainability Victoria Best Practice Incentive Program – Organics), are the responsibility of, and will be received and retained by, the Participating Council.

8 Capacity

The Contractor must ensure that the Receival Facility and Processing Facility have adequate capacity to receive and process all of the Input Material Type delivered under this Contract during the Contract Term. Without limiting the Contractor's obligations under this clause, the Contractor must ensure that the Receival Facility and Processing Facility have the capacity stated in the Design and Operation Plan and that such capacity can be expanded as required to comply with the Contractor's obligations in accordance with the Design and Operation Plan.

9 Operations

9.1 Technology Ownership and Authority to Use

The Contractor must implement and maintain any necessary ownership and operating licence arrangements with respect to the processing technology used in the performance of the Service.

9.2 Design and Operation Plan

One of the Participating Council's key objectives is to ensure that the Processing Facility is effectively designed and utilises the most appropriate technology and equipment in order to maximise the recovery of Recyclables from the Input Material Type in the most environmentally sustainable and safe manner.

Within two (2) months of the Execution Date, the Contractor must prepare a draft design and operation plan for the receipt and processing of the Input Material Type and obtain the approval of the Participating Council Representative to the draft design and operation plan. The draft design and operation plan must, unless agreed otherwise by the Participating Council Representative be consistent with all relevant statements made in the Contractor's tender for the Contract.

The Contractor must, unless agreed otherwise by the Participating Council Representative in writing, implement the approved design and operation plan ("**Design and Operation Plan**"):

- 9.2.1 in constructing (if relevant), upgrading (if relevant) and equipping the Receiving Facility and Processing Facility prior to the Commencement Date; and
- 9.2.2 in operating the Receiving Facility and Processing Facility throughout the Contract Term.

The Design and Operation Plan must include:

- 9.2.3 if the Receiving Facility or Processing Facility is to be constructed, the design of the Receiving Facility or Processing Facility;
- 9.2.4 provision for maintaining a level of visual amenity at the Receiving Facility and Processing Facility consistent with all planning law requirements and the standard to be reasonably expected at the location of the Receiving Facility and Processing Facility;
- 9.2.5 the equipment and systems to be used at the Receiving Facility and Processing Facility;
- 9.2.6 the initial capacity of the Receiving Facility and Processing Facility and means by which such capacity will be expanded, as necessary, over the course of the Contract Term;

- 9.2.7 the distance which the Input Material Type will fall from the Delivery Vehicles and the efforts that will be undertaken to minimise damage to the Input Material Type during discharge;
- 9.2.8 [This clause left blank]
- 9.2.9 how the Input Material Type will be moved through the Processing Facility in order to maintain an even flow of the Input Material Type;
- 9.2.10 points of inspection;
- 9.2.11 detail on how the Input Material Type will be sorted in order to meet quality specifications for Recyclables markets;
- 9.2.12 where the Input Material Type, Recyclables and Contamination will be stored;
- 9.2.13 how the Reveal Facility and Processing Facility will be secured;
- 9.2.14 arrangements for downtime (scheduled and unscheduled);
- 9.2.15 if the Reveal Facility or Processing Facility is an existing facility:
- (a) all proposed upgrades or capital works to be undertaken prior to the Commencement Date; and
 - (b) the age of the Reveal Facility or Processing Facility, including details on any relevant equipment or building upgrades that have been undertaken;
- 9.2.16 all aspects of the design and operation of the Reveal Facility and Processing Facility related to environmental performance, as outlined in clause 10.3; and
- 9.2.17 any other information specified elsewhere in this Service Specification or reasonably required by the Participating Council Representative.

9.3 Down Time

The Contractor must include arrangements for the receipt and storage of the Input Material Type during scheduled and unscheduled down time in the Design and Operation Plan, including, without limitation, arrangements with respect to odour control. The Contractor must ensure that any such arrangements do not interfere with the performance of the Contractor's obligations under this Contract.

9.4 Processing Flexibility & Technology Upgrades

Without limiting the Contractor's obligations under this Contract, the Contractor must ensure that:

- 9.4.1 the Processing Facility is capable of accommodating normal variations in Input Material Type characteristics, including:
- (a) short and long term changes in Input Material Type quality and quantity (eg seasonal variations); and
 - (b) Input Material Type with a density of up to 180 kilograms per cubic metre; and
- 9.4.2 it identifies, investigates and (in consultation with, and subject to the Contractor obtaining the prior written approval of, the Participating Council) implements new processes and technologies throughout the Contract Term.

9.5 Sustainable Facility Design

The design of the Processing Facility and any upgrades to the Processing Facility must be consistent with best practice sustainability building design to minimise any negative environmental impacts of the operation of the Processing Facility.

The Contractor must include energy, water, materials and social sustainability measures for the Processing Facility in the Design and Operation Plan.

9.6 Odour, Dust and Litter

The Contractor must implement measures to minimise odour and dust transmission and the spread of litter at the Reveal Facility and Processing Facility throughout the Contract Term and include such measures in the Design and Operation Plan.

9.7 Visual Amenity

The Contractor must implement measures for maintaining visual aesthetics of the Reveal Facility and Processing Facility throughout the Contract Term and include such measures in the Design and Operation Plan.

10 Environmental Performance

10.1 Regulatory Compliance

The Reveal Facility, Processing Facility and all associated storage and processing activities must, at a minimum, comply with all relevant laws concerning the environment.

10.2 Resource Use

The Contractor must include a mass/resources balance (showing all energy and water inputs and outputs) in the Design and Operation Plan.

10.3 Emissions to the Environment

The Contractor must include provision for minimising the environmental impact of the Reveal Facility and Processing Facility in the Design and Operation Plan, including provision for the matters set out below.

- 10.3.1 Water Emissions - Sources of water and waste water on site, the quantities and types of waste water, and how each type of waste water will be captured, stored, used and treated. This must include all waste water, contaminated water, sewage, stormwater and rainwater. The information must include a Water Balance analysis showing net water usage (per 100 tonnes of each Input Material Type) and all types of water to be used, quantities of each type of water and type of water to be accessed (potable and/or recycled).
- 10.3.2 Air Emissions - All expected air emissions generated, both within the Processing Facility (OHS issues) and those that will be emitted to the environment. For each type of air emission, the expected quantities and how each will be treated with a view to minimising the negative health and environmental impacts.
- 10.3.3 Carbon Balance - Projected levels of key greenhouse gases that will be released to the atmosphere as a result of the Input Material Type treatment process. A carbon balance of the treatment process for the Input Material Type.
- 10.3.4 Projected noise levels generated as a result of the Input Material Type treatment process.

11 Use of Recyclables

11.1 Objective

One of the key objectives of the Contractor must be to direct the Recyclables extracted from the Input Material Type to markets which will use the Recyclables in a way that is beneficial to the environment. The Contractor must include details of the proposed markets for all Recyclables in the Quality System.

11.2 Quantity and Quality

The Contractor must ensure that:

- 11.2.1 as far as reasonably practicable, all Recyclables contained in the Input Material are extracted; and
- 11.2.2 the Recyclables extracted from the Input Material Type are sold or transferred to third parties which will recycle the Recyclables into usable materials.

12 Unloading and Reveal Procedures

12.1 Unloading Area

The Contractor must set aside an area of the Reveal Facility for the unloading of the Input Material Type from Delivery Vehicles at the Reveal Facility. The Contractor must ensure that:

- 12.1.1 access to the unloading area is kept clear of any obstructions;

- 12.1.2 the access roads / tracks are:
- (a) safe for heavy vehicular use;
 - (b) have sealed surfaces; and
 - (c) are maintained in a manner that allows uninterrupted all weather access for the Delivery Vehicles, to the satisfaction of the Participating Council Representative;
- 12.1.3 the unloading area:
- (a) is flat and level;
 - (b) is surfaced appropriately to prevent Delivery Vehicles becoming bogged or covered in mud; and
 - (c) has sound foundations to prevent Delivery Vehicles tipping sideways while unloading;
- 12.1.4 there is clear signage to:
- (a) direct Delivery Vehicles to the unloading area; and
 - (b) alert people in the vicinity of the unloading area to dangers;
- 12.1.5 if the unloading area is within a building, the ceiling or roof is at least one (1) metre above the maximum height of any unloading Delivery Vehicle;
- 12.1.6 the unloading area allows for a turning circle for Delivery Vehicles or for a three point turn to reverse into the tipping area, such that the Delivery Vehicles are clear of the closest obstacles by at least two (2) metres at all times; and
- 12.1.7 the unloading area is kept tidy, with all materials pushed away from the turning and tipping area on a regular basis.

12.2 Unloading Time

The Contractor must ensure that Delivery Vehicles are unloaded and are able to leave the Receiving Facility within 15 minutes of arrival.

The Design and Operation Plan shall include provision for recording the times of arrival and departure at the Receiving Facility of all Delivery Vehicles (eg: entry and exit swipe card or cameras, etc). The records of the arrival and departure of Delivery Vehicles must be provided to the Participating Council Representative on request.

Under no circumstances must a Delivery Vehicle be made to stand on a public street.

If the period of time from arrival at the Receiving Facility to departure from the Receiving Facility for a Delivery Vehicle exceeds 15 minutes, the Contractor shall pay to the Participating Council the Delay Liquidated

Damages Rate, as adjusted under clause 35, for the time in excess of 15 minutes for which the Delivery Vehicle was present at the Receiving Facility, as determined by the Participating Council Representative using the records maintained for the purposes of this clause.

Any amount which the Contractor is obliged to pay to the Participating Council under this clause may be deducted from payments to the Contractor or must be paid by the Contractor to the Participating Council within seven (7) days of the demand, at the option of the Participating Council Representative.

Any determination of an amount by the Participating Council Representative for this purpose will be final and conclusive.

12.3 Site Induction

The Contractor shall provide an Approved induction to the Receiving Facility to all Delivery Vehicle drivers. This induction must be repeated for every new driver.

13 Weighbridge and Weighing of Material

13.1 Weighbridge

The Contractor shall provide a weighbridge at the Receiving Facility which is suitable for the delivery of the Service, including the weighing of Delivery Vehicles.

The Contractor shall:

- 13.1.1 ensure that the weighbridge is licensed;
- 13.1.2 ensure that the weighbridge is maintained in good working order;
- 13.1.3 arrange for the accuracy of the weighbridge to be independently checked and certified every twelve months or as directed by the Participating Council Representative;
- 13.1.4 maintain records of the checks and provide copies to the Participating Council Representative at the anniversary of the Commencement Date; and
- 13.1.5 ensure that the weighbridge complies in all respects at all times with the Trade Measurement Act 1995 and the Trade Measurement Regulations 2007.

13.2 Weighing of Material

Each load of the Input Material Type received at the Receiving Facility shall be weighed in an Approved manner. With respect to each load, the Contractor must make a record of the Delivery Vehicle, net weight, Input Material Type and time of receipt. A weighbridge docket shall be handed to the driver of the Delivery Vehicle delivering the Input Material Type.

The Contractor must, when submitting each payment statement under clause 34.1, deliver copies of the relevant weighing dockets for all of the loads of the Input Material Type received.

13.3 Failure to Comply

Any failure by the Contractor to comply with its obligations under clauses 13.1 and 13.2 in an accurate and honest manner will constitute a breach of this Contract and, without limiting the Participating Council's options with respect to any such breach, the Participating Council may withhold all payments due until the matter is resolved to the satisfaction of the Participating Council.

14 Service Continuity

14.1 Available for Reveal of Material

The Contractor must ensure that the Reveal Facility is available for the reveal of all Input Material Type delivered under this Contract throughout the Contract Term.

14.2 Interruptions to Processing Systems

If at any time during the Contract Term, the Processing Facility is unable to process the Input Material Type, the Contractor must process all of the Input Material Type at an Approved alternative facility ("**Alternative Processing Facility**"). All costs associated with sourcing an Alternative Processing Facility and delivering the Input Material Type to the Alternative Processing Facility, such as storage and transport costs, will be the responsibility of the Contractor.

14.3 Alternative Processing Facility

The Contractor will be paid in accordance with clause 34.2 for the processing of the Input Material Type at the Alternative Processing Facility.

The Contractor must ensure that the processing of the Input Material Type at any Alternative Processing Facility is performed in accordance with this Contract, including, without limitation, maintaining the level of Recyclables recovered from the Input Material Type.

15 Material from Other Sources

The Contractor is free to accept waste and recoverable resources from sources other than the Participating Council at the Reveal Facility, provided that such activity does not interfere with the provision of the Service.

16 Supply of Council Material

Subject to clause 18, the Participating Council must ensure that all of the Input Material Type collected from residential properties in the Municipal District in the course of the Participating Council's kerbside recyclables collection service is delivered to the Reveal Facility during the Contract Term, provided that the Reveal Facility is available for the receipt of the Input Material Type.

17 Ownership Of Material

All of the Input Material Type delivered to the Contractor in accordance with the terms of the Contract, is deemed to be the property of the Contractor, as against the Participating Council, upon delivery to the Receiving Facility and shall remain the responsibility of the Contractor thereafter. The Contractor shall own all of the Input Material Type, including all Recyclables and Contamination derived from the Input Material Type.

18 Separate Removal of Recoverable Material

In working towards the State Government's "Towards Zero Waste" targets, materials are often identified and targeted for separate collection and processing, for example e-waste, such as printer cartridges, computers, batteries, and textiles.

During the Contract Term, the Participating Council may elect to remove any material which is not Recyclables from the Input Material Type for separate processing. The Participating Council may access this material prior to delivery to the Receiving Facility or following processing by the Contractor. In the latter case, the permission of the Contractor shall be required and the Contractor shall not unreasonably withhold such permission.

19 Contamination**19.1 Contaminated Material**

The Contractor must ensure that all of the Input Material Type, other than Contamination, is processed and directed to markets which will result in an environmental benefit. The Contractor must provide any evidence reasonably required by the Participating Council's Representative of the Contractor's compliance with its obligations under this clause.

19.2 Measurement

The Contractor must measure all Contamination contained in the Input Material Type by weight, and as a percentage of the total mass of the Input Material Type delivered to the Receiving Facility.

19.3 Treatment of Contamination

The Contractor must include procedures for the identification, separation, storage and treatment of Contamination at the Receiving Facility and Processing Facility in the Design and Operation Plan

Upon the request of the Participating Council Representative, the Contractor must inspect each load as it is being unloaded from a Delivery Vehicle to ascertain the Contamination status of that particular load to assist with identifying problem Contamination collection areas. Where inspections are requested, the Contractor shall report on the estimated level of Contamination and provide Delivery Vehicles details, including the registration details of the Collection Vehicle and time of delivery.

19.4 Disposal of Contamination

The Contractor will be responsible for handling, storing (where required), transporting and disposing of Contamination at its cost. The Contractor

must dispose of Contamination (and rejected loads under clause 20.2) at an Approved landfill, transfer station, materials recovery facility or waste processing facility ("**Approved Disposal Facility**").

The Contractor will be responsible for weighing and making payment of all haulage and disposal fees for the Contamination.

20 Load Rejection

20.1 Load Rejection by Nature of Contamination

In some circumstances, Contamination may not be a significant percentage of a load by weight, but by its nature would render a load or part thereof unsuitable for processing (for example oil and paint). In these situations, the provisions of clause 20.2 will apply. The Contractor may only reject an entire load of the Input Material Type delivered to the Receival Facility by the Delivery Vehicle Contractor if:

20.1.1 it contains Hazardous Waste; or

20.1.2 if paint, oil or similar substances have spread through a substantial part of the load.

Any decision to reject an entire load must be made by the Contractor's Representative in accordance with the requirements of this clause.

20.2 Effect of Load Rejection

In the event that the Contractor's Representative decides to reject an entire load:

20.2.1 the Contractor's Representative shall immediately inform the Participating Council Representative and the Delivery Vehicle Contractor; and

20.2.2 the Participating Council Representative and the Delivery Vehicle Contractor must each be given at least 24 hours in which to inspect the rejected load first hand, unless the rejected load contains Hazardous Waste and the Contractor's Representative reasonably considers that the Hazardous Waste presents an immediate danger to the Contractor's staff or the environment. In the latter case, the Contractor's Representative shall, if reasonably possible, compile information (eg video or photographs) to confirm the presence of the Hazardous Waste in the rejected load prior to the disposal of the rejected load. This information must be made available to the Delivery Vehicle Contractor and the Participating Council Representative on request.

The Contractor shall provide areas within the Receival Facility for the storage of any rejected load for a minimum of 24 hours to enable inspection of the rejected load under this clause.

The Participating Council shall not be entitled to any payment from the Contractor under clause 34.3 for any rejected load, but shall make payment in accordance with clause 34.6 with respect to the rejected load. The

Contractor shall load, store (if required), transport and dispose of any rejected load in an Approved manner. The Contractor must dispose of any rejected loads at the Approved Disposal Facility.

The Contractor shall record and advise the Participating Council Representative of the identifying details of any Delivery Vehicle which delivers a rejected load (time of delivery and vehicle registration) and the reason for rejection in order to assist with the identification of the source of the rejected load.

21 Greenhouse Gas Abatement Credits

The Greater Geelong City Council, as owner of the Corio Landfill (to be closed in December 2009), is the sole owner of any Greenhouse Gas Abatement Credits that may result from the closure of the landfill. The Participating Council is the sole owner of any Greenhouse Gas Abatement Credits that may result from the diversion of material from landfill as a result of the Participating Council's recyclables collection services.

It is agreed that the Contractor will only pursue Greenhouse Gas Abatement Credits resulting from the actual processing of the Input Material Type under this Contract if agreed by the Contractor and the Participating Council. The remainder of this clause 21 will only apply if the Contractor and the Participating Council have agreed that the Contractor will pursue such Greenhouse Gas Abatement Credits.

The Contractor will be the initial owner of any Greenhouse Gas Abatement Credits resulting from the actual processing of the Input Material Type under this Contract. However, upon receipt of any Greenhouse Gas Abatement Credits, the Contractor shall share these equally with the Participating Council on the basis of 50% Contractor and 50% Participating Council. The 50% Participating Council share shall be allocated to the Participating Council on the basis of quantities (tonnages) of the Input Material Type received at the Receiving Facility.

During the Contract Term, the Contractor must:

- 21.1** use its best endeavours to obtain any Greenhouse Gas Abatement Credits which may be procurable in relation to, or in connection with, the receipt and processing of the Input Material Type under this Contract;
- 21.2** maintain detailed records of all Greenhouse Gas Abatement Credits procured by the Contractor (including, without limitation, details of the sale price of any Greenhouse Gas Abatement Credits and the party to which they are sold);
- 21.3** use its best endeavours to trade the Greenhouse Gas Abatement Credits for the best price obtainable; and
- 21.4** pay to the Participating Council monthly the amounts due under this clause.

If the Contractor fails to comply with its obligations under this clause in an accurate and honest manner, the Participating Council may terminate this Contract immediately or from a date nominated by the Participating Council. Clauses 14.2 and 14.4 of the General Conditions of Contract shall apply to any termination of this Contract under clause 21, to the extent to which they are applicable, as if the Contract had been terminated under clause 14.1 of the General Conditions of Contract.

22 Accreditation for Recyclable Material Types

The Contractor must achieve and maintain the following levels of accreditation under the Sustainability Victoria Collection, Acceptance and Sorting Contractors for Kerbside Recycling Services in Victoria, or an Approved alternative standard:

- 22.1 Industry Certified Level 1 (Interim System Standard) at the Commencement Date; and
- 22.2 Industry Certified Level 2 (Best Practice Standards) by the first anniversary of the Commencement Date.

If the Sustainability Victoria Collection, Acceptance and Sorting Contractors for Kerbside Recycling Services in Victoria is not operative in Victoria, the Contractor must achieve any other reasonably equivalent certification or meet any standards reasonably specified by the Participating Council Representative.

If the Contractor has or is seeking an alternative accreditation, this must be specified in the Quality System.

The Contractor must perform the Service in accordance with the requirements specified for the level of accreditation required to be held by the Contractor under the Sustainability Victoria standards or any alternative certification specified by the Participating Council Representative under this clause, to the extent to which such requirements are not inconsistent with the Contractor's obligations under this Contract.

23 Viability of Operation

The Contractor:

- 23.1 must, within two (2) months of the Execution Date, prepare and obtain Approval of a marketing plan for sale of the Recyclables derived from the Input Material Type ("**Contractor's Marketing Plan**");
- 23.2 must take all other steps necessary to ensure the long term financial viability of its production and marketing of Recyclables derived from the Input Material Type; and
- 23.3 remains responsible for ensuring the beneficial use of Recyclables derived from the Input Material Type, notwithstanding the content of the Contractor's Marketing Plan.

24 Operation of the Receival Facility and the Processing Facility

The Contractor must ensure that the Receival Facility and Processing Facility:

- 24.1 are operated in accordance with all applicable permits, licences, consents and approvals;
- 24.2 are operated in a manner which minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;

- 24.3 are operated in accordance with the procedures set out in the Design and Operation Plan, the OH&S Management System, the EMP and the Quality System; and
- 24.4 are maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Contractor is required to conduct under this Contract.

25 Contractor's Office

The Contractor must provide and maintain, at the location nominated in Schedule 1, unless approved otherwise by the Participating Council Representative, an office with an operative telephone, facsimile machine and email facilities, which must be staffed for the receipt of messages, directions and enquiries during operating hours on every Working Day ("**Contractor's Office**").

An answering service must be provided for messages received after hours.

The Contractor must provide the Participating Council Representative with -

- 25.1 the telephone numbers for the telephone and facsimile machine in the Contractor's Office; and
- 25.2 the e-mail address of the Contractor's Office -

at least one (1) month prior to the Commencement Date and must inform the Participating Council Representative of any changes to such telephone number, facsimile number and e-mail address within 24 hours of the change being made.

26 Data Collection, Record Keeping and Complaints Management

26.1 Maintenance of Database on Activities

The Contractor must establish and maintain at the Contractor's Office a database containing full and complete records of the quantities of the Input Material Type received from the Participating Council and the total quantity and destination of all Recyclables and Contamination leaving the Processing Facility ("**Material Information**").

The Contractor must keep the database of the Material Information up to date and ensure that all recordings are accurate, with all necessary additions and amendments being made, to provide a true and correct record. The database of the Material Information must be kept, at all times, at the Contractor's Office, from where it must not be removed without the prior consent in writing of the Participating Council Representative.

The Contractor must ensure that daily backup and historical records of the Material Information are kept for the Contract Term. Such backup and historical records are to be maintained in a secure place off-site.

The Contractor shall keep the Participating Council Representative informed, in writing, as to the whereabouts of the back-up and historical records.

During the opening hours of the Contractor's Office, the database of the Material Information must be available for and open to inspection by the

Participating Council Representative. The Contractor must permit the Participating Council Representative to take copies of or extracts from such database.

26.2 Investigation and Rectification of Complaints

The Contractor must:

- 26.2.1 initiate investigations of all complaints concerning the operation of the Receiving Facility or the Processing Facility made by regulatory authorities, the Participating Council Representative, adjoining neighbours and others within 24 hours of their receipt by the Contractor, or on the same day if it is the last working day of the week;
- 26.2.2 rectify, wherever practicable, any breach of this Contract within 24 hours of being notified of the breach, and where it is not practicable to rectify the breach within 24 hours of notification, provide to the Participating Council Representative:
 - (a) reasons for the Contractor's inability to rectify the breach; and
 - (b) a draft plan and timetable to rectify the breach; and
- 26.2.3 advise the Participating Council Representative of the result of the investigation and rectification actions within 48 hours of the receipt of each complaint or, should the Participating Council Representative deem the issue to be more urgent, within the time specified by the Participating Council Representative.

Nothing in this clause shall affect any rights of the Participating Council under any other clause of this Contract or otherwise.

26.3 Responses in Writing

The Contractor must respond in writing to all communications made to it by the Participating Council or Participating Council Representative in written form (whether electronic or "hard copy").

26.4 Records

The Contractor must maintain records of:

- 26.4.1 all complaints concerning the Receiving Facility or the Processing Facility by regulatory authorities, the Participating Council, adjoining neighbours and others and the actions taken to rectify them;
- 26.4.2 the results of any investigations made into complaints;
- 26.4.3 any accidents or other incidents where a possibility of injury to persons or property damage arose;
- 26.4.4 any breach of this Contract by the Contractor;

- 26.4.5 detailed information on the Input Material Type received at the Receiving Facility, including the weight of all loads received each day and the registration number of the Delivery Vehicle which delivered each load;
- 26.4.6 detailed information on the weight of Contamination sorted from the Input Material Type;
- 26.4.7 detailed information on the weight and composition of Recyclables derived from the Input Material Type by the Contractor and the means by which the Recyclables are recycled in an environmentally beneficial manner (including the names of the parties to which the Recyclables are sold and the end products generated);
- 26.4.8 any other information reasonably requested by the Participating Council Representative to demonstrate the Contractor's compliance with its obligations under this Contract;
- 26.4.9 implementation of the Quality Plan, EMP, Contractor's Marketing Plan and OH&S Management System; and
- 26.4.10 any other information reasonably requested by the Participating Council Representative.

27 Reports

27.1 Regular Reports

The Contractor must submit regular individual reports on the Service to the Participating Council Representative, in an Approved format, at a frequency nominated by the Participating Council Representative. The Participating Council Representative will advise the Contractor on the exact content and format of each report, however, the Contractor must be able to provide at least the following information on the Input Material Type:

- 27.1.1 the date and time each Delivery Vehicle arrives at and leaves the Receiving Facility, and preferably the difference in minutes;
- 27.1.2 the weight of each Delivery Vehicle as it enters and leaves the Receiving Facility and the difference in weight;
- 27.1.3 with respect to the information referred to in clauses 27.1.1 and 27.1.2, the registration number of each Delivery Vehicle delivering a load of the Input Material Type to the Receiving Facility;
- 27.1.4 the weight, composition and destination of all Recyclables leaving the Processing Facility, and the date the Recyclables left the Processing Facility; and
- 27.1.5 the weight, composition and destination of all Contamination, and the date the Contamination left the Processing Facility.

27.2 Incident Reports

The Contractor must immediately report all environmental incidents and unscheduled processing interruptions to the Participating Council Representative.

27.3 Reports to government authorities

The Contractor must deliver copies of all reports made by the Contractor to all statutory authorities and other governmental bodies to the Participating Council Representative within one (1) month. If directed by the Participating Council Representative, the Contractor must provide some or all of the data contained in a report in electronic form, in a spreadsheet or database package nominated by the Participating Council Representative and make all records which substantiate the information in the report available on demand for inspection by the Participating Council Representative.

28 Contract Performance and Management Committee

28.1 Role of the Committee

A committee ("**Committee**"), comprising at least one (1) representative from the Participating Council and one (1) representative from each of the Other Participating Councils and one (1) representative from the Group, shall be established and shall operate for the Contract Term to provide for the coordinated management of this Contract and the corresponding contracts between the Contractor and each of the other Participating Councils. From time to time during the Contract Term, the chairperson of the Committee, upon written notification at least forty eight hours prior to the meeting, may request the attendance of the Contractor's Representative, or an alternative Approved substitute, at any meeting of this Committee. Such written notice shall also outline the purpose of the Contractor's Representative's attendance.

Prior to the Commencement Date, the Committee shall monitor the progress of the development of the Receival Facility and the Processing Facility to ensure that the Contractor is capable of providing the Service from the Commencement Date and for the Contract Term.

After the Commencement Date, the Committee shall monitor the performance of the Receival Facility and the Processing Facility, and seek co-operatively to identify and consider, among other matters that may be brought forward by members of the Committee, the following:

- 28.1.1 the Contractor's performance under this Contract;
- 28.1.2 key matters pertaining to the Receival Facility and the Processing Facility envisaged by the Contract;
- 28.1.3 improvements to the efficiency and productivity of the Receival Facility and the Processing Facility;
- 28.1.4 safer work practices;
- 28.1.5 measures that may be taken to reduce the Recyclables losses in the Processing Facility;

- 28.1.6 technological developments in the recyclables processing industry;
- 28.1.7 methods of increasing customer satisfaction and reducing complaints;
- 28.1.8 key performance targets for the Receiving Facility and the Processing Facility and the Contractor's performance in meeting such key performance targets;
- 28.1.9 the co-ordination of public relations and educational activities; and
- 28.1.10 any other improvements that could be made to the operation of the Receiving Facility or the Processing Facility.

28.2 Innovation & Continuous Improvement

The Contractor must, subject to this Contract, be innovative in delivering improvements to the performance of the Service and implement 'continuous improvement' management techniques to ensure that its performance of the Service is maintained at best practice levels.

The Contractor must regularly review processes and, where agreed between the Contractor and the Participating Council Representative, make changes where improved outcomes can be achieved (eg receiving and processing of additional recyclable material types). Any adjustment to the Processing Gate Fee as a result of any changes must be agreed by the Contractor and the Participating Council. It is, however, acknowledged that, where any change results in a financial benefit to the Contractor, it is the intention of the parties that such benefit will be shared by the parties (eg through an increase in the Processing Gate Fee).

This clause only applies to innovation and improvements in the receiving and processing of the Input Material Type. This clause does not apply to the Contractor's obligations and responsibilities for the operation of the Receiving Facility and the Processing Facility (eg: WorkCover insurance, planning, EPA requirements or changes).

29 Audits by the Councils

The Participating Council, alone or in conjunction with the Other Participating Councils and the Group, may audit, or engage third parties to audit, the performance of the Contractor at any time without notice to the Contractor. The Contractor must provide any reasonable assistance requested by the Participating Council Representative, or a third party engaged for this purpose by the Participating Council, in checking the Contractor's compliance with any of its obligations under this Contract.

30 Material Receiving Hours

30.1 Standard Receiving Hours

The Contractor must receive the Input Material Type in accordance with this Contract at the Receiving Facility between the hours of 8.00am and 5.00pm ("**Receiving Hours**") on each Working Day. Where Christmas Day

or New Year's Day fall on a week day, the Participating Council Representative will nominate a Saturday or Sunday, before or after Christmas Day or New Years Day, on which the Contractor must receive the Input Material Type at the Receiving Facility during the Receiving Hours.

For the purposes of this clause, a Delivery Vehicle which is waiting to use the weighbridge at the Receiving Facility or to unload at the Receiving Facility is deemed to have arrived at the Receiving Facility within the Receiving Hours.

30.2 Unscheduled Extended Hours

The Contractor must receive the Input Material Type at the Receiving Facility outside the Receiving Hours on the basis set out below.

From time to time, the Participating Council Representative may direct the Contractor to keep the Receiving Facility open longer than the Receiving Hours ("**Unscheduled Extended Hours**"). In instances in which the Participating Council Representative requires the Receiving Facility to remain open longer, the Participating Council Representative will notify the Contractor by 12:00 noon on the day that it requires extended opening times.

The Participating Council must make payment to the Contractor in accordance with clause 34.4 with respect to any Unscheduled Extended Hours under this clause.

The Contractor shall not be entitled to any additional payment with respect to the receipt of the Input Material Type on an alternative day to Christmas Day or New Years Day under clause 30.1.

30.3 Scheduled Extended Hours

During the Contract Term, the Participating Council Representative may direct the Contractor to permanently extending the Receiving Hours by up to a further two (2) hours each Working Day ("**Scheduled Extended Hours**").

The Participating Council must make payment to the Contractor in accordance with clause 34.5 with respect to any Scheduled Extended Hours under this clause.

During the course of the Contract Term, the Participating Council Representative may direct any change to the Scheduled Extended Hours in accordance with the Participating Council's requirements.

30.4 Obligations of the Delivery Vehicle Operator

The Delivery Vehicle Contractor will be obliged under its contract with the Participating Council to comply with any -

30.4.1 directions of the Contractor Representative; and

30.4.2 rules of which notice has been given by the Contractor (including, without limitation, rules for OHS) -

while at the Receiving Facility, except to the extent that it would be unsafe to do so.

31 Contamination Level

The proportion of Contamination by weight in the Input Material Type ("**Contamination Level**") is deemed to be $\frac{7}{100}$ at the Commencement Date. The

Contamination Level shall remain at $\frac{7}{100}$ until adjusted under this clause.

At any time after the first six (6) months of the Contract Term, either party may, at its own expense, initiate an audit of the Input Material Type collected in the Municipal District. A party cannot initiate an audit within three (3) months of the previous audit initiated by that party.

Each audit shall be carried out by, at the option of the party initiating an audit:

- 31.1** an independent and experienced waste auditing contractor selected by the Group and the Participating Council Representative; or
- 31.2** the Contractor under the direct supervision of, at the option of the Participating Council Representative:
 - 31.2.1** the Participating Council Representative; or
 - 31.2.2** an independent and experienced waste auditing contractor selected by the Participating Council Representative.

At the option of the party initiating an audit, an audit shall be carried out on:

- 31.3** materials placed in MGBs for kerbside collection at the locations selected by the waste auditing contractor (if an audit is carried out by a waste auditing contractor) or the Participating Council Representative (if an audit is carried out by the Contractor), provided that not less than 100 MGBs shall be audited; or
- 31.4** samples of the Input Material Type delivered to the Receiving Facility by Delivery Vehicles.

If the Contractor has initiated an audit of the type referred to in clause 31.4 and the Participating Council Representative has elected that the audit be supervised by an independent waste auditing contractor, the Contractor must pay to the Participating Council the reasonable cost of the Council engaging the independent waste auditing contractor to supervise the audit.

For the purposes of clause 31.4, the following process shall be used to conduct an audit:

- 31.5** samples of at least two (2) cubic metres of the Input Material Type shall be selected from five (5) Delivery Vehicles over a five (5) day period by the Participating Council Representative or independent waste auditing contractor, as the case may require;
- 31.6** the samples shall be placed in an uncontaminated, covered area at the Receiving Facility;

- 31.7 the Input Material Type in each sample must be separated into Contamination and Recyclables; and
- 31.8 the total quantity of Contamination and Recyclables from all five (5) samples must be determined.

If the Participating Council has initiated an audit and elects to have the audit performed by the Contractor under clause 31.4, the Participating Council must pay to the Contractor the Contractor's reasonable costs of conducting the audit.

The proportion (expressed as a fraction) of Contamination by weight contained in the Input Material Type which is assessed in the course of each audit is deemed to be the proportion of Contamination contained in the Input Material Type received at the Receival Facility from the Participating Council, until the next audit is conducted and shall constitute "the Contamination Level".

32 Marketing & Community Group Education Special Fund

32.1 General

The promotion of the Receival Facility, the Processing Facility and the Service will require an effective marketing and community education campaign. Achievement of the key objective of maximising the recovery of Recyclables will require, to a large degree, an ongoing community education program involving all stakeholders.

The Group, the Participating Council and the Other Participating Councils, will establish a committee, to be known as the Joint Community Education Advisory Committee, and will prepare a program for the marketing of the Service and education of the public ("**Marketing and Community Education Program**").

32.2 Provision of Funds

To fund the Marketing and Community Education Program, the Contractor must make payments to the Group one (1) year prior to the Commencement Date, on the Commencement Date and on each anniversary thereafter of the Commencement Date for the Contract Term.

Each payment shall be determined in accordance with the following formula:

$$A = B \times C$$

Where:

A = the total (for this Contract and all corresponding contracts between the Contractor and Other Participating Councils) payment to be made to the Group by the Contractor;

B = the total weight (in tonnes) of the Input Material Type which the Contractor received in the previous twelve months from the Participating Council and the Other Participating Councils (except in the case of the first two (2) payments, where it shall be the total weight (in tonnes) of the Input Material Type collected or received by or on behalf of the Participating Council

and the Other Participating Councils from the sources listed in the definition of the term "Input Material Type" in the Definitions Guide). The total weight (in tonnes) shall be determined by the Group from known total tonnage data for the twelve months prior to the particular payment date, as supplied by the Participating Council and the Other Participating Council; and

C = the Education Rate, as adjusted under clause 35.

32.3 Expenditure of Funds

Expenditure of the amounts paid by the Contractor to the Group under clause 32.2 ("**Education Funds**") shall be generally in accordance with the direction outlined in the Marketing and Community Education Program, but ultimately solely at the discretion of the Group, the Participating Council and the Other Participating Councils. Any unexpended portion of the Education Funds at each subsequent payment date shall be forwarded to the Participating Council and the Other Participating Councils in the proportions to which the funds have been contributed on behalf of the Participating Council and each Other Participating Council by the Contractor.

Marketing and promotion of the Receival Facility and Processing Facility to the private sector shall be the separate responsibility of the Contractor. The Participating Council Representative must be given the opportunity to review any private sector marketing and promotional material prior to its release and may veto the release of such material if the Participating Council Representative reasonably considers such to be detrimental to or not supporting the Participating Council or any services provided by the Participating Council.

32.4 Joint Community Education Advisory Committee

The Joint Community Education Advisory Committee shall comprise representatives from:

- 32.4.1 the Group;
- 32.4.2 the Participating Council;
- 32.4.3 each of the Other Participating Councils;
- 32.4.4 the Contractor;
- 32.4.5 at the discretion of the Participating Council Representative, the Delivery Vehicle Contractor; and
- 32.4.6 at the discretion of each Other Participating Council, any waste collection contractor to that Other Participating Council.

The Joint Community Education Advisory Committee shall meet at least quarterly, beginning with a meeting within six (6) months of the Execution Date for the purpose of advising on:

- 32.4.7 preparing, planning, coordinating and implementing the Marketing and Community Education Program and subsequent activities;
- 32.4.8 selection of target groups and topics for special attention;
- 32.4.9 reviewing outcomes from Marketing and Community Education Program activities; and
- 32.4.10 formulating links to marketing and community education resources available from Government, other agencies and the community.

The Participating Council, each Other Participating Council, the Group, the Contractor and, if invited to participate as outlined above, the Delivery Vehicle Contractor and any collection contractor to any Other Participating Council must each nominate one (1) representative and at least one (1) substitute representative to the Joint Community Education Advisory Committee. The Participating Council and the Contractor must only select persons as representatives who have the necessary skills and knowledge to initiate and develop community educational activities. The Group and the Participating Council may reject the appointment of any representative by the Contractor and the Contractor must promptly appoint another representative acceptable to the Group and the Participating Council.

The members of the Joint Community Education Advisory Committee must determine their own meeting arrangements. The Group representative or a representative of the Participating Council or an Other Participating Council shall be the Chairperson.

The Joint Community Education Advisory Committee shall prepare the Marketing and Community Education Program and review the Marketing and Community Education Program annually.

32.5 Contractor Payment for Community Education

Should the Contractor's involvement be required in the delivery of any part of the Marketing and Community Education Program financed by the Education Funds, the Contractor may claim payment from the Education Funds for the work. If the Contractor considers that it will be entitled to any payment under clause 32.5, the Contractor must notify the Participating Council and the Group prior to commencing any work and obtain the agreement that it is to perform such work and the amount to be paid to the Contractor. The amounts paid to the Contractor from the Education Funds from time to time will be determined by agreement between the Group, the Participating Council and the Contractor. Such payment will only be made for the delivery of specified and measurable tasks undertaken by the Contractor in implementing the Marketing and Community Education Program.

Claims for payment from the Education Funds may be submitted monthly as costs are incurred. Claims must show details of all expenditure.

33 Community Education - Contractor Contribution

33.1 Contractor's Activities

The Contractor is expected to carry out marketing and community education activities of its own to assist with the capture of Recyclables. The Contractor will not be entitled to any payment under clause 32.5 for the performance of such activities.

33.2 Group and Council's Logos

The Group's or the Participating Council's logo and any other material identifying the Group or the Participating Council shall only be used by the Contractor with the prior written approval of, respectively, the Group's Executive Officer or the Participating Council Representative.

34 Payment Claims

34.1 Certification and Invoicing of Payments

Within seven (7) days after the end of each month, the Contractor must submit a statement to the Participating Council, in an Approved form, indicating the quantity of the Input Material Type received by the Contractor at the Receival Facility from the Delivery Vehicle Contractor in that month and all other information necessary to determine the amount payable under clause 34.2. The statement must contain any details nominated by the Participating Council Representative.

Within seven (7) days of receipt of this statement, the Participating Council shall confirm or otherwise the accuracy of the statement and invoice the Contractor for the amount of payment due to the Participating Council, as determined under clause 34.2. Within 14 days of receipt of this invoice, the Contractor shall pay the amount due to the Participating Council.

34.2 Payment

The amount payable to the Participating Council by the Contractor each month during the Contract Term must be determined in accordance with the following formula:

$$A = B - C - D - E - F + G$$

Where:

A = the amount payable to the Participating Council;

B = the Processing Gate Charge determined in accordance with clause 34.3;

C = the Unscheduled Extended Hours Charge determined in accordance with clause 34.4;

D = the Scheduled Extended Hours Charge determined in accordance with clause 34.5;

- E = the Rejected Load Charge determined in accordance with clause 34.6;
- F = the Excess Contamination Charge determined in accordance with clause 34.7; and
- G = the total of any amounts which the Contractor is obliged to pay to the Participating Council under this Contract, other than the Processing Gate Charge.

34.3 Processing Gate Charge

The Processing Gate Charge must be calculated in accordance with the following formula:

$$A = \{B \times (1 - C)\} \times D$$

Where:

- A = the Processing Gate Charge;
- B = the weight, in tonnes, of the Input Material Type delivered to the Receival Facility or Alternative Receival Facility by or on behalf of the Participating Council in the month to which the payment pertains (excluding any rejected loads or loads with a density in excess of 180 kilograms per cubic metre), determined in accordance with the weighbridge dockets submitted to the Participating Council under clause 13.2;
- C = the Contamination Level determined in accordance with clause 31; and
- D = the Processing Gate Fee.

34.4 Unscheduled Extended Hours Charge

34.4.1 Subject to clause 34.4.2, the Unscheduled Extended Hours Charge must be calculated in accordance with the following formula:

$$A = B \times C$$

Where:

- A = the Unscheduled Extended Hours Charge;
- B = the Unscheduled Extended Hours Rate, as adjusted under clause 35; and
- C = the number of hours for which the Contractor has kept the Receival Facility open for the receipt of the Input Material Type, in accordance with a direction from the Participating Council Representative under clause 30.2, in the month to which the payment pertains.

- 34.4.2 If one (1) or more of the Other Participating Councils also directs that the Contractor keep the Receiving Facility open during the Unscheduled Extended Hours covered by the Unscheduled Extended Hours Charge under clause 34.4.1, the Unscheduled Extended Hours Charge must be divided on a pro-rata basis between the Participating Council and the Other Participating Council(s).

34.5 Scheduled Extended Hours Charge

- 34.5.1 Subject to clause 34.5.2, the Scheduled Extended Hours Charge must be calculated in accordance with the following formula:

$$A = B \times C$$

Where:

- A = the Scheduled Extended Hours Charge;
- B = the Scheduled Extended Hours Rate, as adjusted under clause 35; and
- C = the number of hours for which the Contractor has kept the Receiving Facility open for the receipt of the Input Material Type, in accordance with a direction from the Participating Council Representative under clause 30.3, in the month to which the payment pertains.

- 34.5.2 If one (1) or more of the Other Participating Councils also directs that the Contractor permanently extend the Receiving Hours during the Scheduled Extended Hours covered by the Scheduled Extended Hours Charge, the Scheduled Extended Hours Charge must be divided on a pro-rata basis between the Participating Council and the Other Participating Council(s).

34.6 Rejected Load Charge

The Rejected Load Charge must be calculated in accordance with the following formula:

$$A = (B \times C) + (B \times D)$$

Where:

- A = the Rejected Load Charge;
- B = the weight, in tonnes, of any loads of the Input Material Type rejected by the Contractor's Representative under clause 20.1 in the month to which the payment pertains, determined in accordance with the weighbridge dockets submitted to the Participating Council under clause 13.2;
- C = the Contamination Transport Rate, as adjusted under clause 35; and

D = the rate per tonne charged to the Contractor for the disposal of Contamination at the Approved Disposal Facility in the month to which the payment pertains. The Contractor must provide written evidence to the satisfaction of the Participating Council Representative of the rate charged to the Contractor at the Approved Disposal Facility.

34.7 Excess Contamination Charge

If the Contamination Level, as determined under clause 31, is $\frac{10}{100}$ or less, the Excess Contamination Charge is \$0.

If the Contamination Level, as determined under clause 31, exceeds $\frac{10}{100}$, the Excess Contamination Charge must be calculated in accordance with the following formula:

$$A = (B \times C \times D) + (B \times C \times E)$$

Where:

A = the Excess Contamination Charge;

B = the weight in tonnes of the Input Material Type delivered to the Reveal Facility by or on behalf of the Participating Council in the month to which the payment pertains, determined in accordance with the weighbridge dockets submitted to the Participating Council under clause 13.2;

C = the Contamination Level determined under clause 31;

D = the Contamination Transport Rate, as adjusted under clause 35; and

E = the rate per tonne charged to the Contractor for the disposal of Contamination at the Approved Disposal Facility in the month to which the payment pertains. The Contractor must provide written evidence to the satisfaction of the Participating Council Representative of the rate charged to the Contractor at the Approved Disposal Facility.

35 Rise and Fall

35.1 Method of Adjustment

The Delay Liquidated Damages Rate, Education Rate, Unscheduled Extended Hours Rate, Scheduled Extended Hours Rate and Contamination Transport Rate ("**Contract Rates**") must be adjusted on the Commencement Date and each anniversary of the Commencement Date in accordance with the following formula:

$$ACR = CR \times [1 + \{(CPI B - CPI A) / CPI A\}]$$

Where:

- ACR = the adjusted Contract Rate;
- CR = the Contract Rate stated in Schedule 1;
- CPI A = the Consumer Price Index: All Groups (Melbourne) Index Number issued by the Australian Bureau of Statistics for the June 2008 quarter; and
- CPI B = the Consumer Price Index: All Groups (Melbourne) Index Number most recently issued by the Australian Bureau of Statistics at the date of the adjustment.

35.2 Discontinuance, Modification or Updating of Indices

Should at any time during the Contract Term an index referred to in clause 35 be discontinued or modified, or if publication of that index ceases or substantially changes from the basis used at the date of this Contract, then the Commonwealth Statistician shall be requested by the parties to advise what index should be adopted by the parties for the purpose of adjustments under clause 35 and the index so advised shall be substituted for the first mentioned index.

36 Survival of rights and obligations

The rights and obligations of the parties under clauses 3, 21, 27.1 and 34 shall survive the termination or expiry of this Contract.

SCHEDULE 1

General

The Delay Liquidated Damages Rate
(clause 12.2)

\$120 per hour

The location of the Contractor's Office
(clause 25)

94 Maffra Street, Coolaroo, Victoria

The Base Processing Gate Fee
(clauses 34.3)

\$28 per tonne

The Secondary Processing Gate Fee
(clause 34.3)

\$31 per tonne

The Education Rate
(clause 32.2)

\$2 per tonne

The Unscheduled Extended Hours Rate
(clause 34.4)

\$65 per hour

The Scheduled Extended Hours Rate
(clause 34.5)

\$50 per hour

The Contamination Transport Rate
(clauses 34.6 and 34.7)

\$10 per tonne

OM092207-11.2 *Item for Signing & Sealing - Funding Agreement for the Widening of Irrewillipe Road*

Council successfully sought funding from Regional Development Victoria for the widening of two (2) separate sections of Irrewillipe Road (Ch. 5.9km to Ch. 6.8km and Ch. 7.7km to Ch. 9.4km – start chainage from Timboon Colac Road). This was reported to Council at its meeting of 26 May 2009 where it resolved to provide an allocation of \$187,500 in the 2009/10 budget as its contribution towards the total cost of the project (\$375,000).

The funding was made available on the basis that the length of Irrewillipe Road extending from Timboon Colac Road to Colac Carlisle Road (Underwoods Road) be gazetted as a B-Double route.

The funding by Regional Development Victoria is on a 'Dollar for Dollar' basis up to a maximum of \$187,500. The funds are to be claimed in two parts, the first by the 31 March 2010 and the second by the 30 September 2011.

Recommendation

That Council sign and seal the funding agreement with Regional Development Victoria for the widening of Irrewillipe Road.



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OM092207-11.3 *Item for Signing and Sealing - 105 Belvedere Drive Elliminyt, PP279/05, S9/0.*

The applicant is required to enter into a Section 173 Agreement as per Condition 2 of Planning Permit PP275/08 that allowed for not more than a 96 lot subdivision.

Condition 2 reads:

“Prior to Statement of Compliance being issued, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, which provides for:

- (a) *The implementation and ongoing works as detailed in the “Ten Year Management Plan for the Belvedere Drive Offset Site” dated December 2006 and all “off-sets” required by the development must be in accordance with the recommendations contained in the flora report, (Flora Assessment Report, Biosis Research, 1 May 2006); and*
- (b) *Any additional scattered trees present on the site not shown on the above-mentioned plan but identified in the Flora Assessment Report, Biosis Research, 1 May 2006 must be included on this sheet (21 scattered remnant Very Large Old Trees, 30 scattered remnant Lark Old Trees and 20 scattered Medium Old Trees). The restriction must also state that the identified trees must be retained and protected for the term of their natural life.”*

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

Attached is a copy of the planning permit and a locality plan.

Recommendation

That Council sign and seal the Section 173 Agreement between Colac Otway Shire and D M & K A Stewart covenanting Certificate of Title Volume 10647 Folio 801 and Volume 10761 Folio 130 that:

- (a) ***The implementation and ongoing works as detailed in the “Ten Year Management Plan for the Belvedere Drive offset site” dated December 2006 and all “off-sets” required by the development must be in accordance with the recommendations contained in the flora report, (Flora Assessment Report, Biosis Research, 1 May 2006); the commencement date of the Ten Year management Plan is June 2010; and***
- (b) ***Any additional scattered trees present on the site not shown on the above-mentioned plan but identified in the Flora Assessment Report, Biosis Research, 1 May 2006 must be included on this sheet (21 scattered remnant Very Large Old Trees, 30 scattered remnant Large Old Trees and 20 scattered Medium Old Trees). The restriction must also state that the identified trees must be retained and protected for the term of their natural life.***



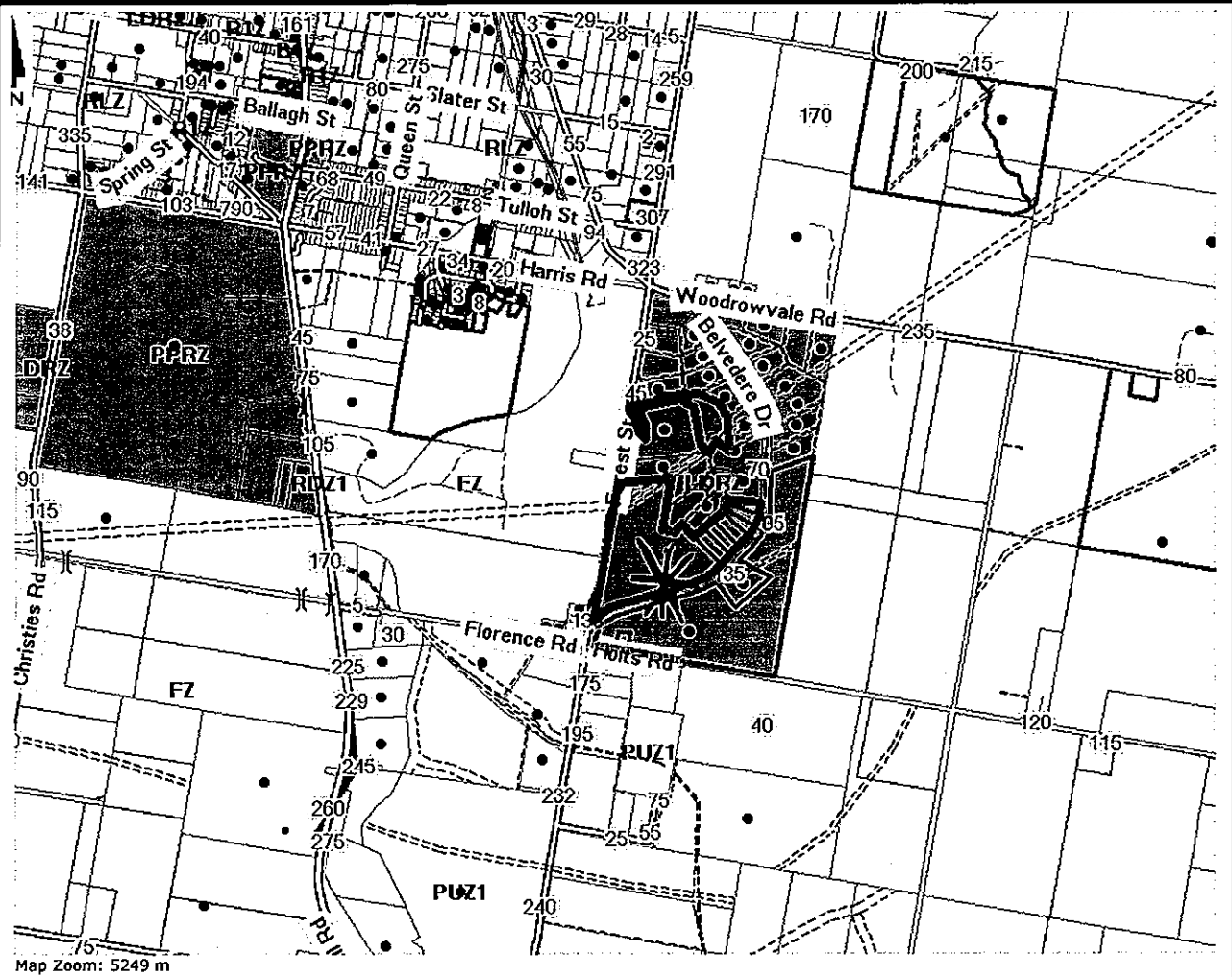
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# PLANNING DEPARTMENT Admin Map



Title



Map Zoom: 5249 m

Advertising (2)(Lot Boundary)

Advertising-Zones (2)(Lot Boundary)

Advertising-Overlays (6)(Lot Boundary)

| MI_Key | title desc:     | prop address:        | overlay: | parcel overlap: |
|--------|-----------------|----------------------|----------|-----------------|
| 8802   | LOT S8 PS322547 | 105 BELVERDERE DRIVE | SLO1     | 100.0%          |
| 8802   | LOT S8 PS322547 | 105 BELVERDERE DRIVE | VPO1     | 100.0%          |
| 8802   | LOT S8 PS322547 | 105 BELVERDERE DRIVE | EMO1     | 100.0%          |
| 12276  | LOT S7 PS322547 | 105 BELVERDERE DRIVE | SLO1     | 100.0%          |
| 12276  | LOT S7 PS322547 | 105 BELVERDERE DRIVE | VPO1     | 100.0%          |
| 12276  | LOT S7 PS322547 | 105 BELVERDERE DRIVE | EMO1     | 100.0%          |

### Legend

|  |                  |  |                                       |
|--|------------------|--|---------------------------------------|
|  | Overlays - ALL   |  | PUBLIC CONSERVATION AND RESOURCE ZONE |
|  | Planning Acps    |  | ROAD ZONE - CATEGORY 1                |
|  | Property         |  | FARMING ZONE                          |
|  | Parcel           |  | RURAL LIVING ZONE                     |
|  | Parcel Proposed  |  | TOWNSHIP ZONE                         |
|  | Crown Land       |  | PUBLIC USE ZONE - EDUCATION           |
|  | Easement         |  | PUBLIC PARK AND RECREATION ZONE       |
|  | Watercourse      |  | INDUSTRIAL 1 ZONE                     |
|  | Floodway (CMA)   |  | RESIDENTIAL 1 ZONE                    |
|  | Floodplain (CMA) |  | BUSINESS 1 ZONE                       |
|  |                  |  | BUSINESS 4 ZONE                       |
|  |                  |  | LOW DENSITY RESIDENTIAL ZONE          |
|  |                  |  | PUBLIC USE ZONE - TRANSPORT           |
|  |                  |  | INDUSTRIAL 3 ZONE                     |
|  |                  |  | RURAL CONSERVATION ZONE - SCHEDULE 2  |
|  |                  |  | INDUSTRIAL 2 ZONE                     |
|  |                  |  | SPECIAL USE ZONE - SCHEDULE 1         |
|  |                  |  | URBAN FLOODWAY ZONE                   |

\*\* Not all layers depicted here are necessarily shown on map \*\*

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This map is produced on the Geocentric Datum of Australia (GDA94). GDA94 supersedes the Australian Geodetic Datum 1966 (AGD66). Colac-Otway Shire Council uses the Map Grid of Australia (MGA94) Zone 54 projection.



TO:  
ROD BRIGHT & ASSOCIATES  
P O BOX 371  
COLAC 3250

Assessment No - 2135-105-00  
Permit No - PP279/05  
Planning Scheme - Colac-Otway Scheme  
Responsible Authority - COLAC OTWAY SHIRE

**ADDRESS OF THE LAND:**

105 BELVERDERE DRIVE, ELLIMINYT  
LOTS S7 & S8 PS322547F, PARISH OF ELLIMINYT

**THE PERMIT ALLOWS:**

Subdivision of land into not more than ninety six (96) lots, associated works including vegetation removal, generally in accordance with the endorsed plans.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

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**Amended Plans**

1. Before the plan of subdivision can be certified, three copies of amended plans to the satisfaction of the Responsible Authority must be submitted to an approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with appropriate dimensions. The plans must be generally in accordance with the plans identified as "Amended Building Envelope (BE), Effluent Disposal Envelop (SE) and Driveway Access (DR) for lots 48 to 59 and Lots 77-8 (Amended 8 November 2006) but modified to show:
  - (a) Staging plan for the subdivision;
  - (b) Building and Effluent Disposal envelopes for lots 1-47, 60-76 and 79-96 as shown on the "Amended Building Envelope, Effluent Disposal Envelop & Driveway Access Plan" prepared by Rod Bright and Associates Pty Ltd dated 8 November 2006.

---

Date issued 13/10/2008

Signature for the  
Responsible Authority

Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

**Section 173 Agreement**

2. Prior to Statement of Compliance being issued, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, which provides for:
  - (a) The implementation and ongoing works as detailed in the "Ten Year Management Plan for the Belvedere Drive offset site" dated December 2006 and all "off-sets" required by the development must be in accordance with the recommendations contained in the flora report, (Flora Assessment Report, Biosis Research, 1 May 2006); and
  - (b) Any additional scattered trees present on the site not shown on the above-mentioned plan but identified in the Flora Assessment Report, Biosis Research, 1 May 2006 must be included on this sheet (21 scattered remnant Very Large Old Trees, 30 scattered remnant Lark Old Trees and 20 scattered Medium Old Trees). The restriction must also state that the identified trees must be retained and protected for the term of their natural life.

The owner must pay the reasonable costs of the preparation, execution and registration of the Section 173.

**Restriction on Title**

- 3 Plans lodged for certification pursuant to the provisions of the Subdivision Act 1988, as amended, must include a separate sheet which identifies the significant scattered trees, building envelopes, septic envelopes and driveway envelopes as shown on the "Amended Building Envelope, Effluent Disposal Envelope & Driveway Access Plan" prepared by Rod Bright & Associates Pty Ltd dated 8 November 2006 (and endorsed as part of this permit) to the satisfaction of the Responsible Authority.

**Engineering Condition**

4. Prior to the commencement of any works associated with the subdivision, detailed road and drainage construction plans must be lodged with the Responsible Authority. The construction documents are to include a report relating to site cuts and associated works. This report must be undertaken by a qualified Geotechnical Engineer. The site cuts associated with all road works must be approved/designed by a qualified Geotechnical Engineer. When approved, the plans will be endorsed and form part of the permit issue and all works must be carried out in accordance with the endorsed plans.
5. Prior to Statement of Compliance being issued for the stages of the subdivision with frontage to all new internal roads, Holts Road and Forest Street South, these roads are to be fully constructed with a sealed pavement to the extent of the development, with an end treatment to be constructed at the end of Holts Road to the satisfaction of the Responsible Authority.

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**Date Issued 13/10/2008**

**Signature for the  
Responsible Authority**



Council/Delegate



**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

6. Prior to Statement of Compliance being issued for each individual stage, asphalt footpaths to a minimum width of 1.5 metres must be constructed on one side for all new internal roads, Forest Street South, Holts Road and Belvedere Drive for the full frontage of the subject property. The footpath must be constructed to the satisfaction of the Responsible Authority.
7. Easements in favour of Colac Otway Shire must be created on the plan to the satisfaction of the Responsible Authority.
8. Road works and drainage must be constructed in accordance with the endorsed plans and specifications as approved by the Responsible Authority.

**Subdivision Conditions**

9. Plans submitted for certification shall meet the requirements of the Subdivision Act 1988, as amended.
10. The Statement of Compliance must not be issued prior to all conditions in relation to subdivision on the subject Planning Permit referable to the stage being complied with, to the satisfaction of the Responsible Authority.
11. The subdivision as shown on the endorsed plan must not be altered save, with the written consent of the Responsible Authority.
12. Except with the consent of the Responsible Authority, the subdivision must proceed in order of stages shown on the endorsed staging plan, to the satisfaction of the Responsible Authority.
13. Turning templates for service vehicles must be included in construction plans lodged to that satisfaction of the Responsible Authority.
14. Any existing services crossing the new lots or lots from the existing house shall be relocated prior to the issue of a statement of compliance to the satisfaction of the Responsible Authority.
15. The developer shall mark street numbers for all lots in the subdivision in accordance with the Shire's street numbering scheme and provide street names and signage to the satisfaction of the Responsible Authority.
16. Prior to the issue of a statement of compliance, the subdivider must remove any existing buildings that traverse the lot boundaries to the satisfaction of the Responsible Authority.

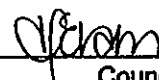
**Construction phase**

17. Prior to the commencement of construction or any works on the site the applicant must submit for approval to the Responsible Authority a Construction Management Plan. Construction must be carried out in accordance with the plan to the satisfaction of the Responsible Authority. The plan must address, but not be limited to the following:

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**Date issued 13/10/2008**

**Signature for the  
Responsible Authority**



Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

- (a) Site contamination and disposal of contaminated matter:
- (b) Containment of dust, dirt and mud within the site and method and frequency of clean up procedures in the event of build up of matter outside of the site:
- (c) Control of erosion and sediment in accordance with incorporated document 'Construction Techniques for Sediment Pollution Control'.
- (d) A liaison officer for contact by residents and the Responsible Authority in the event of relevant queries or problems experienced.
- (e) Anticipated disruptions to local services.
- (f) Any requirements outlined within this permit as required by the relevant referral authorities.

**Expiry**

18. Pursuant to the provisions of the Planning and Environment Act 1987, this permit shall lapse if any of the following circumstances applies:

- The first stage of the plan of subdivision has not been certified within a period of two (2) years from date of this permit.
- The overall subdivision development is not completed within ten (10) years of the date of commencement.

**Department of Sustainability & Environment Conditions:**

19. The subdivision as shown on the plan submitted with this application shall not be altered or modified without the consent of the Colac Otway Shire upon the advice of the Department of Sustainability and Environment.

20. The removal of native vegetation is subject to the following requirements.

- (a) All scattered trees (indigenous native vegetation to this area) are to be protected.
- (b) No trees along Holts Road are to be removed without the written approval of the Colac Otway Shire upon the advice of the Department of Sustainability and Environment.
- (c) Trees to be retained and protected as shown on the endorsed plan must be marked or protected by temporary fencing for the duration of any works on the site, to the satisfaction of the Colac Otway Shire upon the advice of the Department of Sustainability and Environment.
- (d) The boundaries of all native vegetation stands to be retained must be clearly marked on the ground or marked with tape or temporary fencing.
- (e) The clearing of native vegetation on the properties must only be to the minimum extent necessary to carry out the construction of access points and driveways and for essential fire fighting protection works to the satisfaction of the Colac Otway Shire upon the advice of the Department of Sustainability and Environment.

**Date issued 13/10/2008**

**Signature for the  
Responsible Authority**



Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

- (f) Vegetation must be felled inside the prescribed works area to avoid damaging remaining vegetation located outside this area.
  - (g) To prevent scorching of remaining trees, no felled trees, tree stumps or lopped branches can be burnt under or against remaining native vegetation.
  - (h) Removal and disposal of native vegetation must not cause damage to vegetation stands to be retained and to drainage lines and/or watercourses.
  - (i) Native vegetation removed from within the shelter belt areas are to be offset in accordance with the lodged Offset Management Plan.
21. An approved septic disposal system of tertiary standard must be installed and all waste must be disposed of within the cartilage of each subdivision lot.

**Country Fire Authority**

22. Hydrants
- (a) Operable hydrants, above or below ground must be provided.
  - (b) The maximum distance between a hydrant and the rear of a building envelop (or in the absence of the building envelop, the rear of a lot) must be 120m and hydrants must be no more than 200m apart.
  - (c) Hydrants must be identified as specified in 'Identification of Street Hydrants for fire fighting purposes' available under publications on the Country Fire Authority website ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au)).
23. Road
- (a) Road must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
  - (b) The average grade must be not more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more that 1 in 5 (20%) (11.3 degrees) for no more than 50 metres. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.

**Powercor Conditions**

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

**Date issued 13/10/2008**

**Signature for the  
Responsible Authority**



Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

25. The applicant shall:-

- (a) Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- (b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry.
- (c) Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
- (d) Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- (e) Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Ltd".
- (f) Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- (g) Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- (h) Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a power-line and for the construction of any works in such an area.
- (i) Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

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**Date Issued 13/10/2008**

**Signature for the  
Responsible Authority**

  
Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

**Telstra Conditions:**

26. That the applicant enter into an agreement with Telstra or other licensed telecommunications carrier for the satisfactory provision of telephone cable reticulation to one (1) metre into each allotment created. Refer [www.telstrasmartcommunity.com](http://www.telstrasmartcommunity.com) to Register Your Development.
27. That the applicant pay to Telstra, the reasonable cost of any works necessary, as a result of the subdivision, to remove, or alter the position of any existing facility on the subdivision, or on any adjacent land or Government Road, pursuant to Section 53 of Schedule 3 of the Telecommunications Act 1997. Refer – Dial Before You Dig process – Ph: 1100.
28. That the plan of subdivision submitted for certification be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.
29. Set aside on the plan of subdivision, reserve/s satisfactory to Telstra, for Telecommunications substation/s if required.

**Barwon Water conditions**

**General**

30. The creation of easements and/or reserves in accordance with Barwon Water's Land Development Manual over existing and proposed water mains located or to be located in the subdivision in favour of the Barwon Region Water Authority. It should be noted if further easements are required following design of reticulation mains, Barwon Water prior to release of the subdivision would require any necessary amendments to be made to the plan. No building will be permitted to be constructed within this easement.
31. Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of the Act.
32. Additional water assets are required to service this development. The creation of assets is additional to the internal works required for which the developer will be responsible to provide. The assets required are a high-level water supply tank and pump station.

**Water**

33. The provision and installation of individual water services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Note that tappings and services are not to be located under existing or proposed driveways.
34. The payment of New Customer Contributions for each additional lot created and/or each additional metered connection for water supply within the subdivision.

**Date Issued 13/10/2008**

**Signature for the  
Responsible Authority**

  
Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP279/05**

35. An additional tapping(s) is to be supplied to service the proposed development. A dimensioned plan showing location of all new tapplings relative to the allotment boundaries, and its number (s), is to be submitted, where a meter is not being fitted. Note that tapplings and services are not to be located under existing or proposed driveways.
36. Reticulated water mains or a water extension are required to service the proposed development.
37. Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, is to be submitted. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.

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**Date Issued 13/10/2008**

**Signature for the  
Responsible Authority** \_\_\_\_\_

  
Council/Delegate

**OM092207-11.4      *Item for Signing and Sealing - 25 Boundary Hill Road, Yeodene, PP437/04.***

The applicant agreed to enter into a Section 173 Agreement as per condition 5 of Planning Permit PP437/04 that allowed for use and development of a dwelling and shed and removal of native vegetation.

Condition 5 reads:

Before the occupancy of the dwelling commences, the owner/applicant shall enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 stating that:

- The land will be managed in accordance with the Land Management Plan endorsed as part of Planning Permit PP437/04.

Evidence of lodging of this agreement in accordance with Section 181 of the Planning and Environment Act 1987 shall be submitted to the Responsible Authority. All costs associated with the agreement will be met by the owner/applicant.

Attached is a copy of the planning permit and a locality plan.

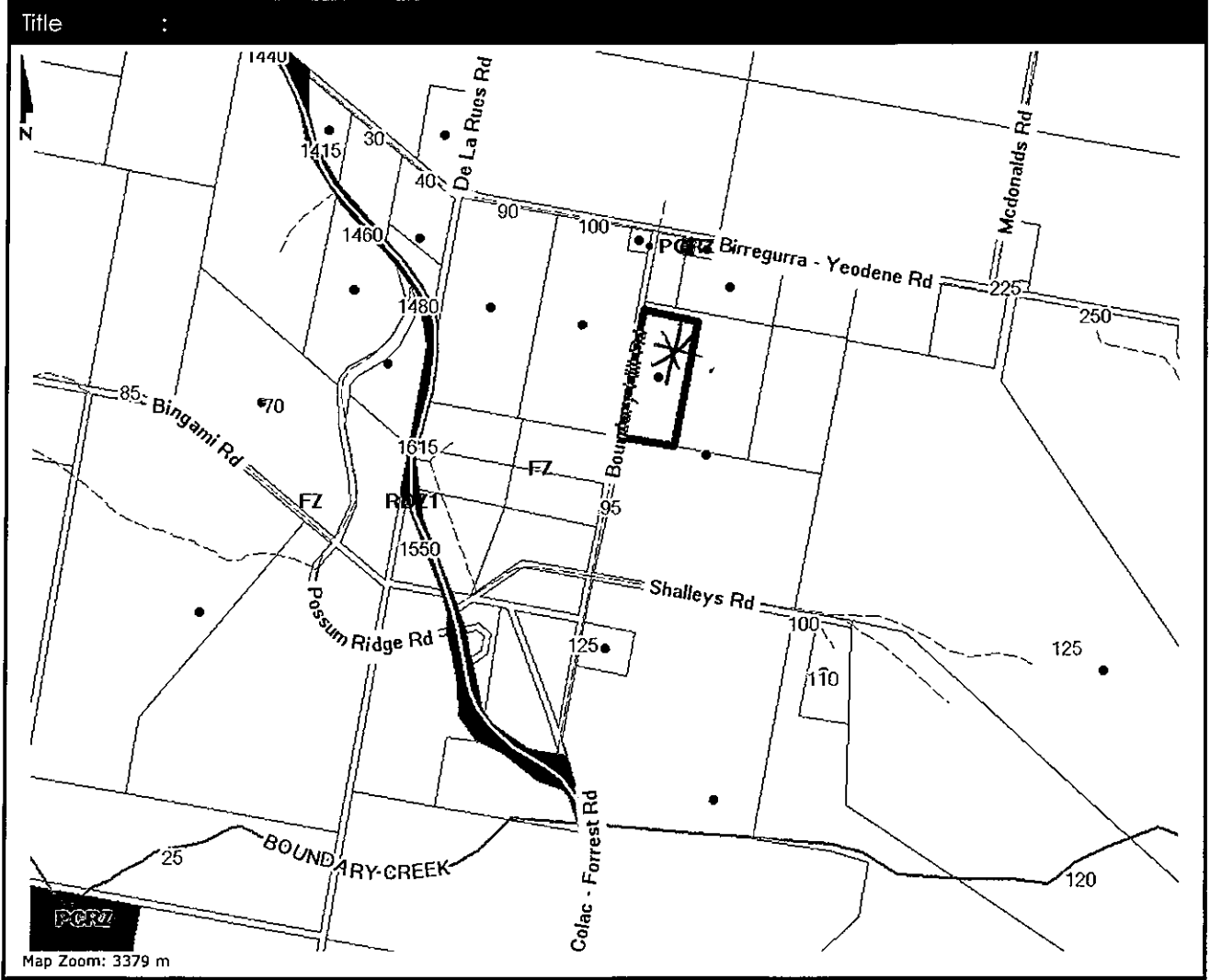
**Recommendation**

***That Council sign and seal the Section 173 Agreement between Colac Otway Shire and T D & O Maurice covenanting Certificate of Title Volume 10465 Folio 133 that the land will be managed in accordance with the Land Management Plan endorsed as part of Planning Permit PP437/04.***





**PLANNING DEPARTMENT  
Admin Map**



Advertising (1)(Lot Boundary)

| MI_Key | assess num: | title desc:   | prop address:         | prop locality: | owner                   | addr1                 | addr2            | addr3 | addr5 |
|--------|-------------|---------------|-----------------------|----------------|-------------------------|-----------------------|------------------|-------|-------|
| 6323   | 10504       | LOT 1 LP83471 | 25 BOUNDARY HILL ROAD | YEODENE        | T D MAURICE & O MAURICE | 95 BOUNDARY HILL ROAD | YEODENE VIC 3249 |       | 3249  |

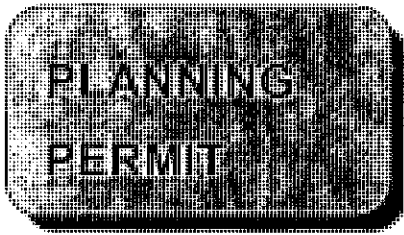
Advertising-Zones (1)(Lot Boundary)

Advertising-Overlays (3)(Lot Boundary)

| MI_Key | title desc:   | prop address:         | overlay: | parcel overlap: |
|--------|---------------|-----------------------|----------|-----------------|
| 6323   | LOT 1 LP83471 | 25 BOUNDARY HILL ROAD | WMO      | 100.0%          |
| 6323   | LOT 1 LP83471 | 25 BOUNDARY HILL ROAD | SLO1     | 100.0%          |
| 6323   | LOT 1 LP83471 | 25 BOUNDARY HILL ROAD | EMO1     | 100.0%          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Overlays - ALL</li> <li> Planning Apps</li> <li> Property</li> <li> Parcel</li> <li> Parcel Proposed</li> <li> Crown Land</li> <li> Easement</li> <li> Watercourse</li> <li> Floodway (OMA)</li> <li> Floodplan (OMA)</li> </ul>                                                                                                                                                                                                                                                                                                                                                    |  | <ul style="list-style-type: none"> <li> PUBLIC CONSERVATION AND RESOURCE ZONE</li> <li> ROAD ZONE - CATEGORY 1</li> <li> FARMING ZONE</li> <li> RURAL LIVING ZONE</li> <li> TOWNSHIP ZONE</li> <li> PUBLIC USE ZONE - EDUCATION</li> <li> PUBLIC PARK AND RECREATION ZONE</li> <li> INDUSTRIAL 1 ZONE</li> <li> RESIDENTIAL 1 ZONE</li> <li> BUSINESS 1 ZONE</li> <li> BUSINESS 4 ZONE</li> <li> LOW DENSITY RESIDENTIAL ZONE</li> <li> PUBLIC USE ZONE - TRANSPORT</li> <li> INDUSTRIAL 3 ZONE</li> <li> RURAL CONSERVATION ZONE - SCHEDULE 2</li> <li> INDUSTRIAL 2 ZONE</li> <li> SPECIAL USE ZONE - SCHEDULE 1</li> <li> URBAN FLOODWAY ZONE</li> </ul> |  |
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| <p>** Not all layers depicted here are necessarily shown on map **</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <p>This map is produced on the Geocentric Datum of Australia (GDA94). GDA94 supersedes the Australian Geodetic Datum 1966 (AGD66). Colac-Otway Shire Council uses the Map Grid of Australia (MGA94) Zone 54 projection.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |





TO:  
TREVOR & ORAWAN  
MAURICE  
95 BOUNDARY HILL ROAD  
YEODENE 3249

Assessment No. - 294002500  
Permit No - PP437/04  
Planning Scheme - Colac-Otway Scheme  
Responsible Authority - COLAC OTWAY SHIRE

**ADDRESS OF THE LAND:**

25 BOUNDARY HILL ROAD, YEODENE  
LOT 1 LP83471, PARISH OF YEO

**THE PERMIT ALLOWS:**

USE & DEVELOPMENT OF A DWELLING & SHED & REMOVAL OF NATIVE VEGETATION IN ACCORDANCE WITH THE ENDORSED PLANS.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

1. Before the use and/or development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
  - Fully detailed and dimensional site plan drawn to scale, showing location of proposed dwelling, shed and driveway, existing vegetation and offset distances from buildings to property boundaries (including shed).
  - Fully detailed building plans including elevations and floor plan drawn to scale for both the dwelling and shed.
2. The use and or development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Date Issued 28/2/05

Signature for the  
Responsible Authority

Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP437/04**

3. This permit will expire if one of the following circumstances applies :
- The development and use are not started within two (2) years of the date of this permit.
  - The development is not completed within four years of the date of this permit. The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.
4. Before the occupancy of the dwelling commences, a Land Management Plan must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must include (but not limited to):
- i. Control of noxious and environmental weeds*
  - ii. Control of pest animals.*
  - iii. Protection of remnant vegetation & wildlife habitat*
  - iv. Proposals for landscaping and revegetation*

The management of the land and the activities on the site thereafter must accord with that plan.

5. Before the occupancy of the dwelling commences, the owner/applicant shall enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 stating that:
- The land will be managed in accordance with the Land Management Plan endorsed as part of Planning Permit PP437/04

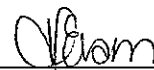
Evidence of lodging of this agreement in accordance within Section 181 of the Planning and Environment Act 1987 shall be submitted to the Responsible Authority. All costs associated with the agreement will be met by the owner/applicant.

6. The roof and exterior walls of the dwelling and the shed must be constructed of a non-reflective material which will effectively blend the development in with the natural colours of the surrounding landscape (ie. not white, off-white, beige, cream, fawn, light yellow or similar colour, galvanised or zincalume, gull grey or any other unsuitable colour as determined by the Responsible Authority).
7. Stormwater discharge must only be distributed across the property by sheet flow (i.e. along a contour) or to a legal point of discharge as approved by the Responsible Authority. No sheet flow discharge point must be permitted within five (5) metres of the lowest property boundaries and any discharge point must not be located so as to surcharge the septic effluent disposal system.

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**Date Issued 28/2/05**

**Signature for the  
Responsible Authority**



Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP437/04**

8. A water storage of not less than 10000 litres with a 64 mm 3 threads/25 mm round thread male coupling with the C.F.A. fitting at the bottom of the storage facility must be provided on the site for fire fighting purposes, and must be kept full and accessible to fire service vehicles at all times. The design of the storage and its location on the site must be to the satisfaction of the Responsible Authority.
9. The development approved by this permit and surrounding land must be maintained so that fire hazard is minimised, following Country Fire Authority guidelines.
10. The development must be designed and constructed and maintained to minimise fire risk/hazard to the satisfaction of the Responsible Authority.
11. An all waste septic tank disposal system is to be constructed concurrently with the new dwelling, such that all liquid waste must at all times be contained within the curtilage of the title. Such system must be designed and installed to the satisfaction of the Responsible Authority.
12. Access onto and within the property must be constructed to the satisfaction of the Responsible Authority.
13. The driveway should enter the roadway perpendicular to the roads centre line and be in a safe location for users, pedestrians, cyclists and motorists by consideration of both vertical and horizontal sight distance to the satisfaction of the Responsible Authority.
14. The driveway must be constructed to an all weather surface to the satisfaction of the Responsible Authority.
15. The clearing of native vegetation must be contained to the area 60m x 70m as shown on the endorsed plan to carry out the development, allow the provision of services, allow the construction of fences and provide for essential fire fighting protection works to the satisfaction of the Responsible Authority
16. Within 6 months of the permitted clearing of vegetation, with a total area of not less than the area cleared, must be planted and maintained with indigenous plants of local provenance and the same Ecological Vegetation Class as the vegetation removed to the satisfaction of the Responsible Authority.

---

**Date Issued 28/2/05**

**Signature for the  
Responsible Authority**



Council/Delegate

## IN COMMITTEE

**Recommendation**

***That pursuant to the provisions of Section 89(2) of the Local Government Act, the meeting be closed to the public and Council move “In-Committee” in order to deal with:***

| <b>SUBJECT</b>                                                                                                 | <b>REASON</b>                                                                                   | <b>SECTION OF ACT</b>                                                    |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b><i>Apollo Bay Transfer Station Tender Evaluation and Negotiation Report</i></b>                             | <b><i>Contractual Matters</i></b>                                                               | <b><i>Section 89(2)(d)</i></b>                                           |
| <b><i>Memo and attachments to Councillors dated 7 July 2009 – Corangamite Regional Library Corporation</i></b> | <b><i>Personnel Matters<br/>Contractual Matters<br/>May prejudice Council or any person</i></b> | <b><i>Section 89(2)(a)<br/>Section 89(2)(d)<br/>Section 89(2)(h)</i></b> |
| <b><i>6 Murray St, Colac</i></b>                                                                               | <b><i>Contractual Matters May prejudice Council or any person</i></b>                           | <b><i>Section 89(2)(d)<br/>Section 89(2)(h)</i></b>                      |