



Colac Otway  
SHIRE

**AGENDA**

ORDINARY COUNCIL MEETING  
OF THE  
COLAC-OTWAY SHIRE  
COUNCIL

25 NOVEMBER 2009

at 3:00 PM

Apollo Bay Senior Citizens Centre, Apollo Bay

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

25 NOVEMBER 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 Apollo Bay Senior Citizens Centre, Apollo Bay on 25 November 2009 at 3:00 pm.

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## **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 Council Meeting held on the 28/10/09.

**Recommendation**

***That Council confirm the above minutes.***

**OFFICERS' REPORTS**

**Chief Executive Officer**

- OM092511-1 COUNCIL MEETINGS FOR 2010
- OM092511-2 CEO'S PROGRESS REPORT TO COUNCIL
- OM092511-3 LOCAL GOVERNMENT PERFORMANCE MONITORING FRAMEWORK
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**Corporate and Community Services**

- OM092511-5 REVIEW OF COUNCIL POLICIES
- OM092511-6 APOLLO BAY AND LAVERS HILL JOINT USE RECREATION FACILITIES
- OM092511-7 HEATWAVE PLANNING

**Infrastructure and Services**

- OM092511-8 SPECIAL CHARGE SCHEME - POUND ROAD, COLAC
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- OM092511-11 CONTRACT APPROVAL
- CONTRACT 0917 - BITUMINOUS SEALING WORKS
- OM092511-12 SPECIAL CHARGE SCHEME - SINCLAIR STREET SOUTH, ELLIMINYT

**Sustainable Planning and Development**

- OM092511-13 STANDPIPE MANAGEMENT
- OM092511-14 TOWNSHIP PROTECTION PLANS

**General Business**

- OM092511-15 ITEM FOR SIGNING & SEALING - SECTION 173 AGREEMENT, 80 CORUNNUN ROAD, COROROOKE, W & M MCGUANE
- OM092511-16 SIGNING AND SEALING - ROAD WIDENING ACQUISITION - SCOTT
- OM092511-17 ITEM FOR SIGNING & SEALING - SECTION 173 AGREEMENT, 200 QUEEN STREET, COLAC, N M NORTH
- OM092511-18 ITEMS FOR SIGNING & SEALING - SECTION 173 AGREEMENT, 64 & 66 PASCOE STREET, APOLLO BAY
- OM092511-19 MUNICIPAL ASSOCIATION OF VICTORIA STATE COUNCIL MEETING

**Notices of Motion**

OM092511-20 PLANNING DECISIONS  
OM092511-21 LICENSED PREMISES

**Rob Small**  
**Chief Executive Officer**





**CONSENT CALENDAR****OFFICERS' REPORT**

D = Discussion

W = Withdrawal

ITEM	D	W
<p><b><u>CHIEF EXECUTIVE OFFICER</u></b></p> <p><b><u>OM092511-1 COUNCIL MEETINGS FOR 2010</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <p><b><i>1. Confirm the meeting dates, times and venues of 2010 Council meetings as:</i></b></p> <ul style="list-style-type: none"> <li><b><i>* Wednesday, 27 January 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 24 February 2010 at 3.00pm, at Apollo Bay Senior Citizen's Centre, Apollo Bay</i></b></li> <li><b><i>* Wednesday, 24 March 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 28 April 2010 at 3.00pm, at COPACC or Birregurra</i></b></li> <li><b><i>* Wednesday, 26 May 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 23 June 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 28 July 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 25 August 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 22 September 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 27 October 2010 at 3.00pm, at COPACC, Colac</i></b></li> <li><b><i>* Wednesday, 24 November 2010 at 3.00pm, at Apollo Bay Senior Citizen's Centre, Apollo Bay</i></b></li> <li><b><i>* Wednesday, 15 December 2010 at 3.00pm, at COPACC, Colac</i></b></li> </ul>		
<p><b><u>OM092511-2 CEO'S PROGRESS REPORT TO COUNCIL</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council receives the CEO's Progress Report for information.</i></b></p>		

<p><b><u>OM092511-3 LOCAL GOVERNMENT PERFORMANCE MONITORING FRAMEWORK</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <ol style="list-style-type: none"> <li>1. <i>That the information on a Performance Monitoring Framework be received.</i></li> <li>2. <i>That the CEO and Executive prepare submissions to the Local Government Performance Monitoring Framework (Issues Paper October 2009).</i></li> </ol>		
<p><b><u>OM092511-4 CRESSY-SHELFORD ROAD GRASSLAND DESTRUCTION</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li>1. <i>Endorses the above report on the Cressy Shelford Road native vegetation and threatened species destruction;</i></li> <li>2. <i>Supports the agreements as outlined in the Enforceable Undertaking with DSE and DEWHA committing Council to:</i> <ul style="list-style-type: none"> <li>• Rehabilitation of the areas damaged along Cressy-Shelford Road (\$180,000);</li> <li>• Internal process improvements for Council (\$80,000);</li> <li>• External awareness raising activities (\$30,000);</li> <li>• Protection of native grassland and threatened species (\$250,000); and</li> <li>• Coordination and reporting component for eighteen months (\$150,000).</li> </ul> </li> </ol>		

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

OM092511-1

**COUNCIL MEETINGS FOR 2010**

AUTHOR:	Rhonda Deigan	ENDORSED:	Rob Small
DEPARTMENT:	Executive	FILE REF:	GEN00460

**Purpose**

To propose options for the holding of 2010 Ordinary Council meetings at different venues across the Shire.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

At the 28 October 2009 Council meeting it was resolved that:

***“Council calls on the Chief Executive Officer to prepare options for the 2010 Ordinary Council meetings on the basis that:***

- 1. At least two Ordinary meetings during 2010 are held in Apollo Bay.***
- 2. At least one Ordinary meeting during 2010 is held in Birregurra or Forrest.***
- 3. At least one Ordinary meeting during 2010 is held north of the Princes Highway in a town such as Beac or Cressy.”***

At the March 2009 Council meeting it was agreed that the schedule of dates and times for 2010 be considered at the December 2009 meeting. The review of times related to the possibility of summer time meetings commencing at 6.00pm. Prior to this time, Council held meetings commencing at 3.00pm at COPACC in Colac with the April and November Council meetings being held in Apollo Bay.

Council also previously had a program of visiting small towns every few years. These visits varied depending on the community and current issues relevant to them. In some cases the visits took the form of a meeting while others were more of an informal nature.

Councillors discussed the various issues at the workshop held on 11 March 2009 and again while being briefed on this in November. From the discussion held earlier this month, Council appeared to favour continuing small town visits where a highly relevant topic for that town was to be discussed with members of the local community.

**Council Plan / Other Strategies / Policy**

Under the community priority of strong leadership in the Council Plan *“We are committed to providing strong leadership, governance and advocacy services which will benefit the community now and into the future.”*

**Issues / Options***Council Meetings*

Councils hold “ordinary or special meetings” for the purpose of transacting the business of the Council. Meetings are open to the public and the community is welcome to attend to observe their elected representatives debate and vote on issues.

Currently Council holds its ordinary meetings on the fourth Wednesday of each month, with the exception of December which is held in the third week.

These meetings have been confirmed as most suitable when conducted at 3.00pm. Previous trials of later times have been conducted and have not been considered successful.

The comments presented to the ordinary meeting in March this year remain relevant as background.

Council meetings held in other locations have the potential to give the local community in the area in which the meeting is being held a more convenient opportunity to attend a meeting.

It should be noted that by their nature, Council meetings in themselves do not necessarily generate significant levels of general public interest. The experience at this and other Councils is that the community interest relates to specific matters in which people have a direct interest – usually matters that directly affect their amenity. These are the types of matters that generate interest and high attendance.

However, regardless of attendance numbers, there is an argument to suggest that while holding meetings at other sites may not result in increased attendance, it sends a message of a more inclusive Council prepared to get out into the community.

The holding of Council Meetings in locations other than Colac and Apollo Bay cannot take into account the issues scheduled for the meeting agenda. Ideally, it would be preferable to include items on the agenda that relate to the local area. This is not possible because matters have to be determined and cannot be postponed for a best-fit meeting location.

It should be noted that while a meeting at a remote location would be more convenient for the local community, it would be less convenient for people travelling from other parts of the municipality who may have a requirement to attend through a direct interest in a matter on the Agenda.

It should also be borne in mind that people can find out what is on a meeting agenda by viewing them over the web or at various locations throughout the municipality. They can also find out the outcome of particular items from the minutes at these same locations.

#### Other Municipalities:

There are some Councils where council meetings are held in various areas and locations. Few however, have found the experience to be sustainable over time and free of logistical problems and expenses.

The problems that have been identified by other Councils with holding remote meetings are:

- participant numbers are low and difficult to maintain;
- a significant workload by staff to set up, dismantle and clean up the remote venue and the related cost and resource implications;
- remote venues are often inadequate in regard to furniture, chairs, microphones, PA system, acoustics, car parking spaces, heating/cooling systems and kitchen facilities;
- hiring of a community venue may require sharing facilities with other groups and noise issues can arise;
- that the agenda cannot be isolated to issues solely affecting the remote community;
- a lack of private facilities for pre-meeting briefings and post meeting debriefings; and
- lack of access to responsible officers and files/data/information to clarify and provide expert advice to address Councillor concerns.

These issues referred to above can be overcome, although Councillors would need to accept that there may be some inconveniences caused by the constraints of the venues.

In considering off-site meetings, Councillors need to make a judgement call between the disruption and logistics of off-site meetings when compared with the message and benefit to the local communities. Notwithstanding this, the suggestion below may provide for increased community inclusion while still allowing for Council meetings to be held at Colac and Apollo Bay.

#### *Community Forums/Meetings*

Currently, liaison between Councillors and the community occurs through a variety of ways. These include:

- By constituents directly telephoning Councillors and the Office about various matters;
- Members of the community writing or emailing Councillors, either directly or through the office;
- Community meetings held at external community facilities;
- Public meetings held on particular issues;
- Statutory processes whereby proposals are advertised and people can make submissions (examples of these are planning applications, planning scheme amendments, sale of land, special rates schemes, budget, etc.);
- Opportunities for the community to feed into Council and Councillors through: eg.
  - o The Council Plan; and
  - o Council's website.
- On site meetings/inspections.

It is suggested that holding regular Community forums would be a better way to build community interest and involvement and to engender increased interaction between Council and the community than remotely held Council meetings.

The option of Community forums may also represent a better community-building and involvement option than holding some Council meetings at remote locations. Certainly the agenda content would be tailored and more relevant to the area.

These forums would provide an opportunity for informal discussions on a range of local issues or concerns between Councillors, Council Officers and the community.

The agenda for the forums would be driven by items raised by the community prior to or at the forums or issues that Councillors and Council Officers are aware of that could be discussed.

Each forum would be held at a local community facility and would be specifically promoted in the relevant local area, with invitations to representatives of local groups/organisations and a broader marketing program targeting the local community.

These forums could be held twice a year with visits to all communities over a 3 year period. The forums could be scheduled to be held in March/April to coincide with public consultation on the annual budget and Council Plan, and in August/September, to discuss, amongst other things the budget and Council Plan.

For example:

(a) Setting aside a day in August/September. Could include Council doing a tour of the area as well as Community Forums in:

- Alvie
- Beeac
- Cressy

(b) Setting aside a day in March/April. Could include Council doing a tour of the area as well as Community Forums in:

- Swan Marsh/Pirron Yallock
- Birregurra
- Barwon Downs

### **Proposal**

That Council meetings continue to be held at COPACC in Colac and in Apollo Bay twice per year. A possible alternative is to hold one meeting per year in Birregurra.

Councillors did indicate possible interest in including Birregurra on the meeting place schedule. This was on the basis of it being our third largest town. Three options for a meeting place are available in Birregurra, including the Royal Mail Hotel, the Birregurra Hall and the Senior Citizens Centre.

At the earlier consideration of this matter in March this year, it was suggested that Community Forums be implemented on a regular basis twice per year.

It is proposed that for 2010, Council continue to hold its ordinary meetings on the fourth Wednesday as follows:

27 January	-	COPACC
24 February	-	Apollo Bay
24 March	-	COPACC
28 April	-	Birregurra or COPACC
26 May	-	COPACC
23 June	-	COPACC
28 July	-	COPACC
25 August	-	COPACC
22 September	-	COPACC
27 October	-	COPACC
24 November	-	Apollo Bay
15 December	-	COPACC (third Wednesday)

Meetings would continue to commence at 3.00pm from April to December. The same timing is considered appropriate for January to March.

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

It is anticipated that additional costs will be incurred for meetings held away from COPACC. These include:

- Additional Travel expenses to Councillors
- Officer time away from their normal duties
- COPACC staff away from COPACC duties or may require additional staff
- Researching suitable venues taking into consideration risks listed below

- Cost of purchasing suitable containers for the moving of recording equipment. Quote dated November 2008 was \$1400.00 plus an additional \$300 for speaker protectors.

### **Risk Management & Compliance Issues**

There are a number of Occupational Health and Safety issues in relation to holding Council Meetings at other locations:

- Moving Recording Equipment
  - Damage to / loss of equipment as it is very sensitive
  - Injury to staff lifting / carrying equipment (low risk)
- Travel
  - Accident due to travelling to / from meeting (especially driving in night conditions from areas like Apollo Bay)
- Security / secure environment / emergency services

None of these risks are considered to be significant.

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

Not applicable.

### **Communication Strategy / Consultation**

Under the Local Government Act Council is required to give at least 7 days public notice of a Council Meeting or a special meeting unless there are urgent or extraordinary circumstances that prevent a Council from doing so.

### **Implementation**

The 2010 schedule of ordinary council meetings would commence in January 2010.

### **Conclusion**

The proposal presented is consistent with the resolution passed at the October Council meeting, with provision for two meetings in Apollo Bay, and the possibility of a trial meeting in Birregurra.

### **Attachments**

Nil

**Recommendation(s)****That Council:****1. Confirm the meeting dates, times and venues of 2010 Council meetings as:**

- \* **Wednesday, 27 January 2010 at 3.00pm, at COPACC, Colac**
- \* **Wednesday, 24 February 2010 at 3.00pm, at Apollo Bay Senior Citizen's Centre, Apollo Bay**
- \* **Wednesday, 24 March 2010 at 3.00pm, at COPACC, Colac**
- \* **Wednesday, 28 April 2010 at 3.00pm, at COPACC or Birregurra**
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- \* **Wednesday, 27 October 2010 at 3.00pm, at COPACC, Colac**
- \* **Wednesday, 24 November 2010 at 3.00pm, at Apollo Bay Senior Citizen's Centre, Apollo Bay**
- \* **Wednesday, 15 December 2010 at 3.00pm, at COPACC, Colac**

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**OM092511-2****CEO'S PROGRESS REPORT TO COUNCIL**

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

**EXECUTIVE****2009 Powercor Colac Otway Business Awards**

Held on the 24 October 2009, this annual awards presentation night provides an opportunity to showcase our Shire's diverse and excellent range of businesses and services as well as to recognise and reward employees for outstanding performances throughout the year. The Council is proud of its ongoing support for these awards and congratulates all nominees on their achievements.

**MAV Annual Conference**

The CEO attended the MAV Annual Conference in Melbourne on the 29 October 2009. The MAV Annual Conference is the peak forum for local government in Victoria, bringing together Councillors, CEOs and senior managers from around the state.

The conference program features high profile speakers addressing key local government issues currently confronting the sector. Attended by more than 300 delegates, this event creates opportunities for council leaders to draw on the collective knowledge and experience of their peers while being stretched by industry experts and leading thinkers. Speakers regularly propose confronting ideas to stimulate discussion, extend the thinking of the sector, inspire new practices and improve performance.

**MAV State Council Annual Meeting**

The MAV State Council Annual Meeting was held on the 30 October 2009 and was attended by the CEO and Cr Stephen Hart. The role of the meeting is to set the high-level strategic direction of the MAV and to determine issues to be raised with State Government, with two meetings of the State Council held annually.

**Barwon South West Regional Management Forum**

The Barwon South West Regional Management Forum met in Geelong on the 4 & 5 November 2009. Discussion included:

- Regional Strategic Planning Initiative – Great South Coast Looking Ahead
- Establishing G21 Sub Regional Priorities
- Governance.

**Meeting with Senator Stephen Conroy**

The Mayor & CEO met with Senator Conroy, the Minister for Broadband, Communications and the Digital Economy, on Monday the 9 November 2009 to discuss communications issues within the Otways. This matter is of particular concern to the Council given the approaching fire season and the broader issue of the black spot in the Otways which is regarded as the largest in the state.

**Urban Design & Liveability (Healthy Spaces & Places)**

This workshop, held on the 12 November 2009, was organized for Colac Otway Shire officers to learn about and discuss urban design, liveability and health. Guest speakers from the Planning Institute of Aust., Department of Human Services (DHS), City of Greater

Geelong and Deakin University were invited to present on a number of recently released national and state strategies.

Funding for the day was provided by G21 for this pilot project aimed at council officers (including executive members, infrastructure, economic development, planners, environment, local laws, Cosworks, recreation, events, health & community services) to learn about the impact that urban design has on members of our community.

### **Council Plan**

Council staff participated in a one day workshop as part of the review of the 2009-2013 Council Plan.

### **VLGA**

A meeting of the Victorian Chief Executive Officers held in Woodend discussed the implications of an expanded Local Government Victoria (LGV) Municipal Inspectorate and the State government's proposal to introduce performance indicators for local government through the essential services commission.

The process of developing these benchmarks will involve consultation with local government. The first stage of this involves a response by the 30 October 2009. A separate report has been prepared on this issue.

## **CORPORATE & COMMUNITY SERVICES**

### **Aged & Disability Services**

#### **Recruitment**

A recent recruitment drive for Community Home Carers has increased our numbers by four. This falls well below our required numbers therefore, a further recruitment drive will be conducted prior to Christmas, where hopefully another six Carers can be employed.

#### **Volunteers' Breakfast**

The meals on wheels and transport volunteers will have a thank you breakfast on the 9 December 2009 at the City Bowling Club. The Guest speaker this year is Chris Modra, Executive Officer of South West Do Care.

#### **Aged & Disability Services Newsletter:**

The last Newsletter to our clients for 2009 will focus on information from Ambulance Victoria about hot weather survival for the aged and disabled. There will also be information from the CFA on safety around the home and preparedness and a summary of the year's events. A pamphlet will also be included on the Positive Ageing Strategy Action Plan 2008-2012.

### **Environmental Health**

#### **Food Safety**

#### **Birregurra Festival**

60 food stalls were inspected at the Birregurra Festival on 10 October and all complied with relevant legislation. Unfortunately, during the night one of the food cool rooms was broken into and after inspection it was decided to dispose of the food as it would have been unsafe after being out of temperature control for an unknown amount of time.

### **General Food Safety Issues**

A Food Recall was undertaken across the Shire for semi-dried tomatoes which had been micro-biologically contaminated with Hepatitis A virus. An inspection of all the premises in the Shire that were supplied with the product was undertaken.

As a result of the inspections seven food premises were found to stock the product and three of these had the contaminated batches.

All those premises were visited and the following was destroyed:

- 6 x 2kg buckets of semi dried tomatoes
- 6 containers with prepared Anti Pasto containing the tomatoes
- Amount of oil containing the semi-dried tomatoes
- Amount of lamb stuffed with the tomatoes.
- 4 small containers of the tomatoes repackaged.

### **Family Day Care**

#### **Validation**

The Family Day Care unit has undergone a week of validation under the national validation scheme. Results will be reported to Council when they have been received.

### **Events**

#### **Walking Home (Salvation Army 18 November 2009)**

Twenty Geelong residents from various community agencies completed a 189km walk from Warrnambool to Geelong to raise awareness of homelessness. The event commenced on Sunday 15 November and arrived in Colac on Wednesday 18 November, camping overnight in Memorial Square. The Walking Home project aimed to draw attention to the difficulty faced by 100,000 homeless Australians and money raised will be used at a local level for the purchase of quality shoes for homeless people in the Barwon South Western region.

#### **Rainforest Ride (21 November 2009)**

The inaugural "Rainforest Ride" took place in the Apollo Bay region starting in McLaren Parade. The event included three routes comprising of 140km, 70km and 23km. The event was not a race, but a non competitive participation of road riding. The organisers of the event hoped to attract 2,000 competitors and with supporting family and friends, brought a significant influx of visitors to the area. The main objectives of the event were to showcase the spectacular natural features of the region, to raise funds for the Burnet Institute (medical research into finding cures for TB, Malaria, Hepatitis and Cancers), to educate the general public (particularly youth) on the benefits of being fit and healthy and to assist local communities to grow and develop.

#### **Kona 24 Hour Mountain Biking Challenge (27 to 29 November 2009)**

The small town of Forrest will be inundated with hundreds of riders that will once again take on the 24 hour challenge - Victoria's only 24 hour event. The event revolves around a massive relay where riders, solo or teams of up to six people compete, riding as many laps as possible within the 24 hours in the scenic Yaughner Mountain Bike Trails. The village will be based at the Forrest football reserve and transform the ground into a tent city with food provided by local community groups.

### **Upcoming Events**

Events which will be held throughout the Colac Otway Shire in December include the Great Victorian Bike Ride (2 to 4 December 2009), the Ulysses Motorbike Toy Run (14 December) and the Colac City Band Christmas Carols and COPACC Christmas market (18 December).

**Calendar of Events Project**

Advertising for entries in the 2009/2010 Summer Calendar of Events closed in the second week of October and the selection process of events that qualified to go in the calendar was completed in the last week of October. In late November 2009, advertising will feature in local papers and on posters throughout the Shire and 2500 complimentary Summer Calendar of Events Flyers will be distributed across the Shire.

**2010 Australia Day Celebrations – Birregurra**

The Colac Otway Shire Australia Day Awards closed on Friday 13 November, 2009. Nominations were received in the following four categories; Citizen of the Year, Young Citizen of the Year, Community Service Award and Sporting Service Award. A meeting of the 2010 Australia Day Advisory Committee will be held to consider all nominations and a report on the outcome will be forwarded to Council.

Work is continuing with the Birregurra Community Group and an Australiana theme including sheep shearing and working dog trials is emerging. The 2010 Australia Day Celebrations will also include a market, children's activities and a free sausage sizzle. The *Colac City Band* and the 6 man band *High and Lonesome* will be providing musical entertainment to tie in with the Australiana theme of the day.

**Recreation****Lake Colac Oval redevelopment**

Works including the installation of drainage and an automated irrigation system resumed on the Lake Oval in November. These works were unable to be completed during our wet spring so the redevelopment of the ground was postponed for several weeks to allow the ground to sufficiently dry out to accommodate heavy trucks and machinery. Line planting of drought tolerant grass was programmed for the 18 November 2009.

**Birregurra Playground**

A public meeting was conducted on Tuesday 10 November inviting members from the Birregurra community to provide input into the development of the proposed playground at the Birregurra Park. The objective of the meeting was to discuss options for the playground and to form a Community Playground Working Group to provide direct input into the style and design of the playground. Approximately 15 adults and 10 children from the local community attended the meeting and agreed to form a project working group to reconvene over the coming weeks to progress the playground redevelopment.

**Barwon Regional Bike Forum**

The third Barwon Regional Bike Forum meeting was held on 18 November at Sports House, Skilled Stadium, and was attended by a range of cycling groups representing a diverse range of cycling interests. The objectives of the Barwon Regional Bike Forum Committee include public education, safety, participation advocacy, partnership and collaboration in relation to all forms of cycling. Representatives of the group are currently reviewing the Charter and a Terms of Reference document is being developed. The group meets monthly.

**Leisure Networks**

The final Club Network event for 2009, entitled "Growing Your Club" provided clubs with insight into how to successfully lead junior development and increase inclusivity to ensure the future prosperity of Clubs. The meeting was held 16 November 2009 at COPACC. Attendees were provided with an opportunity to gain inspiration from other local Clubs currently implementing structured junior development models (e.g. the Auskick and Net, Set, Go! programs) and to hear tips on how to apply innovative methods to encourage increased participation. Representatives from Colac Little Athletics, Scope Victoria (Barwon South

West), Colac and District Football League Netball Association and Colac Auskick presented on the night.

### **Barwon South West Regional Trails Master Plan**

Following endorsement across the Barwon South West region, the Trails Master Plan project now formally commences. A Master Plan brochure is currently being developed for the purpose of promoting the Master Plan and its associated recommendations regarding regional trail promotion, coordinated trail development, maintenance and management. A sub-committee of the Regional Managers Forum has been formed and will continue to ensure the implementation of the strategy.

### **Beechy Precinct**

The next Beechy Precinct newsletter is currently being developed and will provide an overview of the current activities and upcoming actions over the coming weeks. Over recent weeks the Beechy Precinct logo has been launched and will be used on all Beechy Precinct branding and marketing.

Construction of the Joint Use Library is well underway with the erection of the timber framework commencing over the past two weeks. The construction is on schedule and is expected to be completed by July 2010.

Works have commenced on the development of the regional bus interchange and the car park at the corner of Queen and Hearn Streets. It is expected that this car park will be completed in time for the commencement of the 2010 school year.

The partnership project officer position shared between the City of Greater Geelong and the Colac Otway Shire for both the Beechy Precinct and the Vines Road Redevelopment projects has commenced. Viv Halls commenced on 12 October 2009 and has been meeting with many of the community groups and project partners for the Beechy Precinct Library.

### **Birregurra Bowling Club**

The Birregurra Bowling Club has recently completed the conversion of their turf greens to a synthetic surface. This project was funded through State Government, club and Council funds. The club is to be congratulated on their timely management of this project given the changing weather over recent weeks. The official opening of the new facility is scheduled for late November 2009. This facility will significantly reduce the club's volunteer burden and costs associated with the upkeep of turf bowling greens.

### **COPACC**

#### **My Place**

A travelling exhibition of art quilts by 90 artists from South Africa, New Zealand and Australia, was a success. More than 30 people attended the exhibition opening and floor talk by Gellibrand textile artist and exhibition curator Dijanne Cevaal on Friday, 30 October.

The exhibition was one of just three showings of the work in Australia, before being exhibited in France.

Two textile art master classes led by Dijanne were sold out with more than 30 people travelling from across Victoria. It is estimated 400 people attended the exhibition over the weekend.

#### **Carols By Candlelight**

The COPACC team are currently working on preparations for Carols by Candlelight on Friday 18 December 2009. The event, traditionally held in Memorial Square, will be held in

the Civic Hall and will mark the 63<sup>rd</sup> annual Christmas carols performance by Colac City Band.

A Christmas market will be held in the COPACC gardens from 4:30pm prior to the 7:30pm carols show.

### **Australian Army Band**

The final COPACC presented performance for 2009 will be the Australian Army Band concert, with proceeds to Legacy, on 25 November 2009. The Morning Music 2010 series will be launched at COPACC on 4 December 2009.

COPACC will be awash with sequins, tulle, make-up and hairspray for the next three weeks as three dance schools take over the centre for their annual concerts.

### **Regional Development Victoria**

Discussions have been held between COPACC Centre Management and Regional Development Victoria regarding possible funding opportunities to undertake further improvements to the Centre. A funding application is currently being developed and the basis of the works will enable further programming capacity particularly for the Civic Hall and address user needs.

### **Blue Water Fitness Centre**

#### **Building Works**

As part of the Federal Stimulus Funding Program, the Bluewater Fitness Centre has undergone a complete face lift of its front facade, with a new colour bringing a fresh new look to the Centre. The blue colour has linked the two facilities together (pool and stadium) with the installation of a new Bluewater Fitness Centre sign on the squash court external wall and increased the identification of the centre. These stadium improvement works are coming to an end with the majority of works completed.

#### **AV Projector**

The installation of an Audio Visual projector in the Aerobics room is providing sporting clubs/ community groups/Colac College the opportunity to conduct power point presentations, conference, training workshops and education programs. This will see an increase in community attendance at Bluewater with the idea of creating the 5 P's of Place Making; People, Place, Program, Product and Planet (community hub).

#### **Car Park**

The Centre's car park has been closed to the public and patrons due to the Beechy Precinct Development works with minor impact. All parking has been directed to the Central Reserve and the Colac College car park. Concerns were raised regarding the impact to the access point for our contractors/emergencies services in the redevelopment of the car park but with consultation with the Architect and Colac College an agreed outcome was finalised.

#### **Apollo Bay Pool**

Capital works are currently being undertaken at the Apollo Bay pool, with the installation of a new dosing system replacing the old salt chlorination system with a more modern calcium chloride system. Once works are completed Lifesaving Victoria (LSV) will be conducting a safety assessment on the pool to identify if the facility is compliant with the standards set by LSV.

The report from LSV will provide a recommendation to the Colac Otway Shire and the Apollo Bay P12 school; this will determine if and when the facility will be open to the community over the 2009/10 summer period.

**Crank Classes (Stationery Bikes)**

Crank Classes are still very successful with classes being full 75% of the time. The 5 new bikes and the Crank training of more instructors will assist us in timetabling in the new year.

**Pink Flamingo Program**

Pink flamingo classes are for women recovering from breast cancer. These classes have been popular in the past with new 8 week Pink Flamingos classes being offered.

**Life after Birth Program**

The program, 'Life after Birth' is for new mums to come and try Bluewater Fitness Centre and its supporting programs such as Learn to Swim, Creche, Gym and aerobics. The new program commenced on Friday 23 October.

**Futsal Soccer Program**

Futsal Soccer held two *come and try* days before commencing a season running from 1 November to 13 December 2009.

**Colac Basketball**

Leisure Networks in conjunction with Colac Basketball Association and Bluewater Fitness Centre have just completed a successful "All abilities basketball" competition. This competition started with 2 modified teams and finished the season with 3 modified teams. Commencement of the next 8 week competition will start in February. The Colac Basketball Association commenced its Summer Basketball competition in October. This competition has proven to be so successful that play is being held Mon to Fri. The competition will run until April 2010.

**Aquatics Update**

- The Learn to Swim Enrolments for term 4 are almost at capacity with 322 students enrolled
- The Adult Squad is going very well with three sessions per week and an average of 9 participants per week
- Water Moves is running smoothly with an average of 15 participants per session
- Over the past month we have seen Colac South West Primary School, Alvie Consolidated Primary School and Sacred Heart Primary School attend the Centre for their Aquatic Education Programs.
- We currently have Colac Primary School attending the pool for their four week Aquatic Education program.

**Youth Council****Skate Park Open Day**

On Saturday 31 October Youth Council held an Open Day for the new look Skate Park. It was well received by the skating and BMX community who attended the event.

**National Youth Week**

The Youth Council applied for 2010 National Youth Week Funding. If successful, it is planned to run an event with SYCIC and Freeza during Youth week in 2010.

**New Committee**

The Youth Council has wrapped up now for 2009. Interviews for the new committee for 2010 will take place in February 2010 when schools resume.

## **INFRASTRUCTURE & SERVICES**

### **GENERAL**

The Infrastructure and Services Department continues to deliver on the priorities identified in both the Council Plan and the 2009/10 budget.

Council Officers have spent a significant amount of time developing systems to support the monitoring and reporting of the progress of the delivery of this year's Capital Works Program.

Officers are also in the process of reviewing and preparing projects and programs in the lead up to planning for the 2010/11 Budget.

### **CAPITAL WORKS UNIT**

The Unit has been busy in preparing job specifications for works to be carried out as part of the current budget. This has included developing specifications for pavement investigation and analysis and scheduling works programs. Officers have completed the majority of scheduling of programs for this year's Capital Works projects and are now in the process of implementing works.

#### **Capital Works**

##### **Apollo Bay Footpath Construction**

New, 1.5m wide, plain concrete footpaths have been constructed in Costin Street (east side between Pengilly and Montrose) and Montrose Avenue (south side between Costin and McLachlan). New, 1.5m wide, exposed aggregate concrete (to match the streetscape theme) footpaths have been laid in Pascoe Street (between Hardy and Moore Streets and part way between Moore and McLaren Streets).

##### **Project Planning – 2009/10 Capital Works Program**

Detailed project planning for 2009/10 is continuing, which involves liaison with a number of project managers across Council. Project referrals are proceeding. Consultant(s) to undertake the design of the Apollo Bay Carpark project in Pascoe Street will be selected from Council's panel of engineering consultants. It is anticipated that the consultants will begin design within the next month, subject to further consultation with key stakeholders.

#### **Works in Progress**

##### **Carpendeit-Bungador Road Construction**

The scope of works for this project has been reviewed. Culvert works under Speedway Road are anticipated to be completed by Cosworks prior to Christmas – dependent upon weather conditions. The scope of works associated with drainage improvements at the intersection of Speedway Road and Carpendeit-Bungador Road are being reviewed.

Works associated with drainage improvements at this intersection will be carried out as part of Council's Capital Works Program in this financial year.

##### **Eliminyt Stormwater Study**

The final report has been delayed but is expected by the end of November 2009.

##### **Pavement testing for pavement rehabilitation works**

Pavement testing is being carried out by Chadwick Pty Ltd prior to works on several road rehabilitation projects so that appropriate treatments can be finalised. Roads include Swan Marsh Road, Irrewillipe Road, Cawood Street, Richmond Street, Deans Creek Road, Pascoe Street car park and Colac Lorne Road. The first of the designs (Colac Lorne Road and



Irrewillipe Road at Forans Road) were received on Friday 13 November. Cosworks anticipate commencing these works in late November.

#### Corangamite Street Pedestrian Crossing

Works were expected to commence on Monday 9 November 2009, however there has been a delay in obtaining the Memorandum of Consent for the traffic management plan from Vicroads. Greencon have been engaged and works will commence as soon as practicable.

Traffic management around the site will be required, with interruption to traffic flow expected. Public notices will be placed in the Colac Herald to advise residents of the likely traffic impacts around the vicinity of the works.

#### Old Beechy Rail Trail – Beech Forest to Ditchley Park

After at least five (5) years of planning, design, surveys and negotiations with the property owners and the Department of Sustainability and Environment, Council are about to commence works on the first stage of the construction of a new section of the Old Beechy Rail Trail. The current property owners recently signed an agreement to allow Council to proceed with a land exchange and commence works while that land exchange proceeds. Staff are working with Aboriginal Affairs Victoria to gain approval of the Cultural Heritage Management Plan (CHMP). A contractor has been appointed to undertake the works. A commencement date for the works will be negotiated with the contractor as soon as the CHMP is approved. Stage 1 of the works will see the construction of a new, 800 metre long, off road section of trail from the Beech Forest Information Centre to Ditchley Park Oval.

#### **Environment Assessment Process**

A review of existing procedures has been undertaken to assess the environmental impacts of works undertaken by both Cosworks and contractors employed by Council. This review has been undertaken to heighten awareness and ensure rigorous consideration to environmental issues is applied when planning and undertaking works. Environmental Impact Assessments and Environmental Asset Assessments are being completed for Cosworks Major Drainage Program for the 2009/10 financial year.

These operating processes and procedures have enabled timely consideration be given to environmental issues, which will assist officers in better assessing their routine and planned works with a broader understanding of the environmental requirements and responsibilities and to manage risks of adverse impacts to roadside vegetation and other environmental values.

#### **ASSETS DEPARTMENT**

##### **Building Services Contract**

The successful tenderers have been notified following approval of recommendations put to the October Council meeting. All subsequent building maintenance works will be allocated to the lowest cost panel member available at the time.

##### **Birregurra Public Toilets**

Structural problems have recently been identified in the existing toilet block located adjacent to the Birregurra Public Hall. As a consequence, it has been proposed to bring forward the construction of a new toilet block to be sited in the Birregurra Park adjacent to the corner of Main Street and Strachan Street. Indicative pricing has been sought from suppliers of prefabricated amenities blocks. The Birregurra Community Group and Hall Committee have been notified of the proposal. It is planned to hold a consultative meeting with these groups and other interested parties to accept feedback on the proposal and to discuss the most appropriate exterior design features for the building.

**Water Meter Upgrade**

Quotations closed for the replacement and upgrade of two water meters in the Colac Botanic Gardens at 4.00pm on 6 November 2009. Two quotations have been received and these will be reviewed and a decision made on the successful quotation. These works form part of the Council's ongoing program to upgrade water services at key Council facilities to ensure compliance with all relevant Barwon Water and Australian Standards.

**Switchboard upgrade program**

Quotations were invited for the upgrade and/or replacement of 5 switchboards in various Council owned buildings as part of the building renewal program. This quotation closed on 20 November 2009.

**Inspections**

In October roads in the following areas were inspected:

- Urban Collector Roads in Colac and Apollo Bay;
- Skenes Creek North area, including Wild Dog Road;
- Skenes Creek Urban area;
- Coastal Urban areas which included Wye River, Separation Creek and Kennett River;
- Apollo Bay Urban; and
- Marengo Urban.

Maintenance issues identified generally related to damaged or missing signs, broken pit lids and potholes.

In October the following areas were inspected:

- Link Roads in Colac;
- Gellibrand area link roads;
- Warrion ward Area 1 which included Bungador and Irrewillipe;
- Elliminyt Urban Roads;
- A maintenance inspection of Rail Crossings was completed. Signs damaged or missing have been responded to. Line marking identified as requiring repainting has been included on the annual program;
- Footpath inspections completed in Apollo Bay - no maintenance issues identified;
- Beeac Footpaths - the asphalt section required maintenance on the broken edge; and
- Footpaths in Cressy and Birregurra - no maintenance required.

**Footpath Replacement Program 2009-2010**

Footpaths that have been replaced year to date are as follows:

- Johnstone Crescent – total length 334 metres. Completed 15 September
- Lawrence Court – total length 300 metres. Completed 17 September
- Wilson Street section - total length 130 metres. Completed 5 November

**COSWORKS DEPARTMENT**

Cosworks has continued maintenance activities in a number of its programs subject to weather and ground conditions as follows:

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

**Road Pavement Minor Patching:** The road pavement minor patching works are ongoing in all areas.

**Major Patching:** Major patching works have been undertaken in Buckland Court, Sinclair Street, Melba Gully Road, Link Road, Red Johanna Road, Flaxmill Road, Warrowie Road, Ramsays Road and Cressy Road.

**Shoulder maintenance:** Shoulder maintenance works undertaken in Apollo Bay streets, Larpent Road and Swan Marsh areas.

**Gravel Road Re-sheeting:** Resheeting has been undertaken on Blue Johanna Road, Bull Hill Road, Clancys Access, Escarpment Road, Devondale Road, Riccartons Road, Finns Road, Bullens Road and Wild Dog Road.

**Routine Drainage:** Ongoing program in all areas.

**Tree Maintenance:** Street tree clearance under power lines in Colac has been completed for the year.

**Roadside Slashing:** Works have commenced in Colac/Elliminyt area and will extend to the west & northern areas of the Shire.

**Township Mowing:** This has been undertaken in all townships as required and is ongoing. An exceptional spring with higher levels of rainfall than in recent years has challenged our mowing regimes.

**Weed Spraying:** Weed spraying has commenced in the coastal townships and around bridges and structures.

**Bridge Maintenance:** Maintenance works have commenced on Daffys, Watsons Access and Upper Gellibrand bridges.

**Gardens:** General maintenance and tree trimming in the gardens has been undertaken and is continuing.

**Playground Maintenance:** Inspections have been undertaken of the playgrounds and repairs to defects commenced.

**Old Beechy Line Rail Trail:** Removal of recent storm damaged trees and general maintenance/repairs has been carried out.

**Storm Damage:** After recent storm damage, the cleanup of extensively damaged trees, mainly in the Otway areas has commenced.

## **MAJOR CONTRACTS/WASTE DEPARTMENT**

### **Review of Regional Victorian Waste Management Groups**

A letter dated 2 November 2009 has been received from Mr Enzo Bruscella, Executive Officer BRWMG advising Council of the 11 key recommendations that were adopted by the Board during its Extraordinary Board Meeting held on 29 October 2009. BRWMG is now seeking Council's comments on the Draft Submission.

The last date for submitting any submissions to Sustainability Victoria on its Future Directions Paper, Consultation Draft has been extended to 30 November 2009. Council has been provided with a detailed report on the contents of the Future Options Paper outlining the various options that have been proposed within the Report for future restructuring of the Regional Waste Management Groups in the September 2009 Council meeting.

Based on the Report provided to Council at its September 2009 Council Meeting, Council has decided to work with the BRWVG to prepare a submission to Sustainability Victoria expressing Council's viewpoint on the restructuring models and associated aspects. Currently the BRWVG Board Members and their Directors are finalising the submission taking into account the comments that were received at the meeting held on 29 October 2009.

A copy of the Draft Submission has been provided to Council and it has been requested to provide comments on the Draft Submission by the 6 November 2009.

#### **Gellibrand Landfill Rehabilitation Works**

Further investigation has been undertaken by the Tender Evaluation Team comprising:

- Ranjani Jha – Manager Major Contracts;
- Roger Fox – Contracts Coordinator; and
- Janet Forbes – Waste Management Officer

This is for the purpose of short-listing those contractors who can demonstrate that they have access to the right quantity and quality of clay that will be used for the capping works in undertaking the Gellibrand Landfill Rehabilitation.

Some of the other factors that are to be considered during the evaluation process are necessary planning approvals to excavate material for the clay source site, possible constraints due to cultural and heritage management factors and the presence of invasive species that will affect the native flora and fauna.

After an in depth study and onsite visits, the officers are optimistic of selecting the preferred contractor who could undertake the work with the least degrees of risks involved. From the onsite inspections it appears that at present the soil condition is too wet to access and the right time for undertaking this work would not be prior to February/March 2010.

#### **Climate Change Forum – Barwon Heads**

A Climate Change Forum was held at Barwon Heads on 9 November 2009 sponsored by Carbon Innovator Network, Environment Protection Authority, State Government Representatives and Barwon Water.

The Council Officers who attended the Forum found it to be informative and useful as it provided an update on the Governments initiative on the greenhouse emission issues and the long term strategies that are being planned for tackling this serious issue. The Forum was followed with a discussion of the BRWVG with EPA Officers who were also present.

#### **Tenders**

Since the last reporting period the following tenders were opened:

- 0916 Supply of Crushed Rock, Sealing Aggregate & Pavement Materials
- 0917 Bituminous Sealing Works
- 0912 Waste Management Services

There are no current tenders advertised.

### Subdivision Works

The following table shows the current status of various subdivisional works which will be handed over to Council when completion is approved:-

| Subdivision                                         | Status                                                                                                                                           |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Apollo Bay Industrial Estate Stage 1<br>9 lots      | Work is nearing completion in Montrose Avenue with construction of a full width of concrete road to Arthur Court and over the existing culverts. |
| Rossmoyne Road Industrial Estate Stage 2<br>23 lots | After being suspended for wet weather work is expected to resume shortly when some site issues have been resolved.                               |
| Seeberg Estate Stage 2<br>24 lots and reserve       | Works have commenced on this subdivision with drainage and earthworks for the extension of Seeberg Court.                                        |

### Apollo Bay Transfer Station

It is expected that Apollo Bay Building Group, the successful tenderer for construction of the Apollo Bay Transfer Station, will start works in November 2009. Currently arrangements are being made to establish on-site facilities and commence drainage and earthworks.

### Birregurra Skate Park Construction

Council awarded construction of the Birregurra Skate Park to Independent Concrete Constructions who have advised they will be commencing works by February 2010.

Works have been delayed due to access to the site from wet weather and the Contractor's prior commitments to other contracts.

### Silage Wrap Program

Council has signed a new agreement with Tapex for the Silage Wrap Collection Program. This service will operate at the Alvie Transfer Station and possibly Apollo Bay in the future. This Program is fully subsidised by industry with no direct costs to Council.

## SUSTAINABLE PLANNING & DEVELOPMENT

### Visitor Information Centres

The upgrade of the Colac Visitor Information Centre (VIC) has commenced. The upgrade will transform the centre into a much more open, user friendly space that will offer visitors greater opportunity to source information on the regions attractions, tours and accommodation. New facilities will include a dedicated staff and volunteer kitchenette, lunch room and toilet facilities, upgraded public access PCs, a more accessible service counter, new floor coverings and improved heating and cooling.

In addition to this, the Colac VIC has recently had seven solar panels installed onto the roof. These panels will generate electricity that will assist with both servicing the needs of the centre and allow for any excess power to be put back into the grid, thus reducing the cost of electricity to the centre.

Both centres are also experiencing steady increases in enquiries for the Summer months.

### Federal Government Funding

Council has been advised that round two of the Jobs Fund is open for application from community organisations. Council is not eligible to apply for this round and projects must meet new criteria. The Jobs Fund has been targeted to include a number of broader

initiatives and to align with the recommendations from the final Keep Australia Working Report, released on 16 October 2009.

A major application to support the Blue Water Fitness Centre redevelopment will also be submitted to the Regional and Local Community Infrastructure Program (RLCIP) Strategic fund.

### **Small Towns Improvement Program**

Applications for the 2010/11 program close on 27 November. There has been a great deal of community interest in the program which will again be very competitive.

A competition is underway to design a new logo for the new township entry signs at Lavers Hill. The local school and community have been invited to submit potential drawings or even ideas for a logo that represents the essence of Lavers Hill. Once applications have been received a process will be undertaken where the community will choose the new logo.

### **Business Visits with Regional Development Victoria**

Council Officers have taken Regional Development Victoria (RDV) representatives on local business visits to Bulla, AKD, CMTP and CRF to discuss investment plans and State Government assistance programs. All businesses predict production to increase in the future 2-3 years.

### **Trade Training Centre (TTC)**

The Colac Otway Vocational Education Cluster (COVEC), which includes the Principals of Colac Secondary College, Trinity College, Colac Specialist School, and Lorne, Apollo Bay and Lavers Hill p-12 Colleges, has completed a Memorandum of Understanding (MoU) which is planned to be signed with the Gordon Institute of TAFE.

Stage 1 of a Skills Survey has been conducted through the Colac Otway Shire, Industry Advisory Committee (IAC) indicating that national skill shortages are reflected locally in automotive, construction trades, engineering and hospitality.

The TTC Expression of Interest is expected to be advertised in late November or early December.

### **Apollo Bay Harbour**

Council Officers will submit an RIDF application for approx. \$3m for Stage 1 Implementation of the Apollo Bay Harbour- Operations and Maintenance Centre Redevelopment which includes:

- Construction of slipway traverse rails to extend boat handling capacity
- Upgrade to the slipway, winch and associated items
- Construction of extended Harbour Operations yard including office
- Construction of Harbour Operations storage facilities
- Land reclamation and construction of sea wall
- Concrete shared access pathway

### **Rural Living Strategy**

Consultant firm CPG is currently undertaking background research and identifying issues and options prior to developing a draft Strategy for Council consideration early in 2010. There will be a number of opportunities for residents to become involved throughout the process, with the first round of formal consultation commenced mid November. Four workshops are in the process of being held at key locations throughout the Shire as follows:

|                                  |   |                         |                      |
|----------------------------------|---|-------------------------|----------------------|
| <b>Tuesday 17 November 2009</b>  | — | <b>Cororooke Hall</b>   | <b>7.30 - 9.30pm</b> |
| <b>Thursday 19 November 2009</b> | — | <b>Lavers Hill Hall</b> | <b>7.30 - 9.30pm</b> |
| <b>Saturday 28 November 2009</b> | — | <b>Birregurra Hall</b>  | <b>1.30 - 3.00pm</b> |
| <b>Saturday 5 December 2009</b>  | — | <b>Forrest Hall</b>     | <b>1.30 - 3.00pm</b> |

The consultation has been widely advertised, with a Community Bulletin posted to every rural land owner outside the urban areas of Apollo Bay and Colac. Public notices were also placed in a range of local newspapers and publications and letters sent to progress associations and other groups.

Written comments will be invited until 21 December, although it is anticipated that most feedback will be received at the workshops themselves. Any person who lodges written comments or attends a workshop will be kept informed of future stages of the project.

Members of the rural community who have an interest in the growth and development of small towns in the Shire, potential areas for rural living zoning or policy for rural housing and subdivision are invited to attend these sessions and identify the key issues that should be considered.

### **Birregurra and Forrest Structure Plans**

Consultant firm CPG is also currently preparing Structure Plans for the towns of Birregurra and Forrest. As with the Rural Living Strategy there will be a number of opportunities for residents to become involved throughout the process of the projects, with the first round of formal consultation taking place late in November and early December. Community workshops will be held in both Birregurra and Forrest respectively relating specifically to the Structure Plans as follows:

- **Saturday 28 November 2009**    **Birregurra Hall 10.30-12.00pm**
- **Saturday 5 December 2009**    **Forrest Hall 10.30-12.00pm**

The workshops for the Structure Plans are being held prior to workshops for the Rural Living Strategy held at the same venue later in the day.

As with the Rural Living Strategy the consultation for both projects has been widely advertised, with a Community Bulletin posted to every rural land owner within a 5km radius of the towns. Written comments will be invited until 21 December, although it is anticipated that most feedback will be received at the workshops themselves. Any person who lodges written comments or attends a workshop will be kept informed of future stages of the project.

### **Colac and Apollo Bay Car Parking Study**

Consultant firm AECOM has drafted an Issues and Options Paper for the Colac and Apollo Bay Car Parking Study which has been considered by the Project Steering Committee. A workshop will be held with Councillors in December to brief them on the project. It is anticipated that public exhibition of the Issues and Options Paper will occur after Christmas.

### **Amendment C12 – Changes to flood provisions**

Council referred public submissions to Planning Scheme Amendment C12 to an independent Panel in June 2009. A two member Panel heard submissions at a formal hearing in Colac on 13 November. It is expected the Panel's report and recommendations will be received prior to the end of the year. Council will be asked to consider this report, and adoption of the amendment, early in 2010.

**Future Coasts Briefing**

A workshop with Councillors had been scheduled in October for a presentation by the 'Future Coasts' project team in relation to progress with State Government modelling of projected sea level rise. However the workshop was deferred after DSE officers indicated they were unable to attend. The workshop has now been re-scheduled to December.

**Fire Prevention and Planning**

The fire danger period started on 1 November 2009. Council officers are currently inspecting properties across the region to assess whether they comply with fire prevention requirements. The works people are required to do on their property are focused on creating a fuel reduction zone of 20m around any buildings and structures by cutting and removing all grass and undergrowth to a height not exceeding 100mm and removing all green garden waste, general rubbish and fine fuels such as leaves and twigs etc to reduce the risk of the spread of fire. On non bona fide farms (e.g. hobby farms, rural residential properties etc.) a 10 metre short grass fuel reduction zone should also be prepared and maintained on all external property boundaries to a height not exceeding 100mm.

Owners of the properties that do not comply will be sent a Fire Prevention Notice. Failure to comply with this notice will result in a fine and a contractor being sent in to clean up the property. The costs associated with the contractor will be placed on the next rates notice.

Council continue to work closely with other key government agencies to prepare eight Township Protection Plans in the Colac Otway Shire region and to assess Neighbourhood Safer Places. Once all the documents are completed, a report will be provided to Council at the earliest possible time to have the Township Protection Plans and any Neighbourhood Safer Places that meet the assessment criteria endorsed.

**Environment Strategy**

The Colac Otway Shire Environment Strategy has been released for public comment. Copies of the strategy are available from Colac Otway Shire's customer service centres in Colac and Apollo Bay, the Colac and Apollo Bay libraries and on Council's website.

The strategy sets targets in four major areas, for Council-managed land, planning and regulation, physical work and general services, and education and awareness raising programs. The strategy set ambitious targets for Council operations including an aim to be carbon neutral by 2016. The strategy will run for eight years, with the Environment Unit developing an action plan for its implementation every two years.

The strategy aims to protect and enhance the environment, promote sustainable use of natural resources, strengthen partnerships with key stakeholders and build community capacity through environmental education and awareness programs. Public comments submitted to Council in writing closed 14 November 2009. The public's comments will be carefully considered and where appropriate incorporated into a final draft that will be submitted to Council for sign off. The aim is to have the final draft submitted to Council in January.

**Forestry Auditing**

Council is required to ensure that forestry practices on private land comply with the 2007 Victorian Code of Practice for Timber Production. To assist with Council's responsibilities to carry out auditing of private forestry operations and to ensure compliance with the Code of Forestry Practices, independent auditors have been engaged by Council to check compliance with timber harvesting operations.



Ten audits have been undertaken during the last twelve months. The audits involved compliance checking for both plantation timber harvesting and site establishment. Generally, the results of the audit revealed no significant environmental problems with timber harvesting operations within the Shire. Although there were some breaches of the Code detected from the auditing, they were generally minor in nature and readily able to be remedied.

Overall, the auditing process is considered to be extremely beneficial particularly in terms of creating improved awareness of the Code and how it is applied and in achieving greater compliance. It is noted that the larger timber harvesting companies have demonstrated a greater capacity to comply with the Code and are readily willing to improve on their practice in terms of both the quality of timber harvesting plans and the conduct of their operations. The auditors have also provided Council with a stronger presence within the timber industry and a demonstration of Council's willingness to work cooperatively with the industry to improve performance standards.

Council efforts to improve its monitoring performance is being enhanced through a forestry web-tool which has been developed to assist forestry operators on private land to prepare timber harvesting plans and plantation development notices more efficiently and in a consistent format. The web-tool will also enable compliance auditing of the Code of Forestry Practices to be carried out in a more strategic manner in the future.

**Attachments**

Nil

**Recommendation(s)**

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

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**OM092511-3 LOCAL GOVERNMENT PERFORMANCE MONITORING FRAMEWORK**

|             |           |           |           |
|-------------|-----------|-----------|-----------|
| AUTHOR:     | Rob Small | ENDORSED: | Rob Small |
| DEPARTMENT: | Executive | FILE REF: | GEN01712  |

**Purpose**

To provide information to Councillors regarding the State Government's proposal to introduce a Local Government Performance Monitoring Framework.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

On the 12 August 2009, the Premier announced that the Essential Services Commission would be charged with developing a performance assessment and benchmarking framework for local government in Victoria.

The Essential Services Commission has recently announced that the State Government intends to introduce a framework of performance indicators that will be introduced to local government organisations in Victoria.

An issues paper was released for discussion on the 15 October 2009.

The Commission proposes that the performance monitoring framework comprise a common set of 'core' key performance indicators, with these indicators focusing on the quality, effectiveness and efficiency of the delivery of key services. The Commission will also advise on:

- The information needed to produce the performance indicators and the processes for gathering and verifying that information
- The appropriate form, regularity and content of the performance monitoring reports to be produced by the Commission, including producing an initial 'prototype' report
- Implementation of the framework.

The performance monitoring framework will be confined to the consolidation of information and reporting of indicators. This will support councils in the formulation of their own policy decision making.

The Minister's reference outlines three benefits to be derived from this framework:

- Improving transparency and better informing residents and ratepayers about the services provided in return for their rates and the service delivery performance of their municipal councils.
- Providing councils with timely and independent information to monitor their performance against objectives, demonstrate achievements and compare with like councils. This will assist their continuous improvement in the efficiency and effectiveness of local government service provision.
- Comparisons and consolidation of performance on a uniform basis across the whole state will inform resource allocation decisions across relevant levels of government.

The commission has identified a number of principles for the development of performance indicators. These include:

- Common objectives should be established for service delivery and program effectiveness
- Performance indicators should meet relevant standards
- Benchmarking results should be made publicly available to inform relevant stakeholders of the performance of councils
- Performance measurement should be separated from funding arrangements
- Interpretation of performance measures needs to take into account the diversity between councils
- Indicators and data should be addressed as they arise.

The Commission has identified a number of criteria for selecting performance measures. The selected indicators should be:

- Relevant to key issues of concern to councils
- Specific and measurable
- Clearly related to objectives and targets
- Comprehensive in the coverage of services and objectives, but subject to the scope of the reporting exercise being limited to the production of a 'core' set of key indicators
- Defined and collected on a consistent basis across councils to provide a valid measure of actual performance and to aid reasonable comparisons between like councils
- Consistent over time
- Not excessively onerous or costly to implement
- Based on information that is accurate and its reliability is verifiable, and
- Chosen having regard to information collection and performance reporting in other jurisdictions.

Currently, there is considerable variation in the choice used in different municipalities. One method of improving consistency is to encourage consistent categorisation of indicators in terms of the services provided by local government. The commission has identified for comment a categorisation of services based on that used by the Municipal Association of Victoria (MAV):

- Health, welfare and community services
- Planning
- Environment
- Infrastructure and assets, and
- General public service.

Existing reporting requirements include the community Satisfaction Survey (coordinated by DPCD), Local Government Indicators reported in councils' Annual Reports, Indicators of Community Strength (developed by DPCD), Financial Audits undertaken by the VAGO, council returns to the Victorian Grants Commission and data collected by the Australian Bureau of Statistics. The Issues Paper seeks the advice of stakeholders as to whether there are any other information sources the Commission should consider.

Other issues to be addressed include whether the Commission should collect all of the information it requires for performance reporting directly from councils or via the collection agencies, the frequency of performance reporting, and the cost involved in collecting additional data.

The Commission typically follows a quality assurance process for collecting the information it receives from entities. The Issues Paper seeks comment on what approaches to quality assurance are appropriate.

### Next Steps

The main milestones for the review are:

- Submissions to the Issues Paper due by: 30 November 2009
- Draft Report: end March 2010
- Submissions to Draft Report due by: 4 weeks after release
- Final Report to the Minister: end June 2010

It is proposed that the ESC will prepare a 'prototype' performance report for 2009-2010, using existing data to sets by the end of January 2011. It is envisaged that the performance framework would then commence in full in 2011/12.

### Aims of the review

The task for the Commission in this review is to formulate a performance monitoring framework for local government in Victoria. This framework will be comprised of a common set of 'core' key performance indicators, where these indicators measure the councils' delivery of key services. The framework will also include information collection and reporting requirements to facilitate the implementation of an effective performance monitoring framework.

The performance monitoring framework will inform Victorian councils, residents, businesses and the clients of local government services about the overall performance of councils in service provision. This would promote ongoing improvements to the delivery of local government services.

This review does not consider policy issues. The performance monitoring framework involves designing performance indicators and information gathering. This will assist councils and their communities in the formulation of their own policy objectives and priorities.

It is the Commission's intention to minimise additional information burdens and compliance costs on local government wherever possible.

A series of questions are posed in the issues paper and the Executive are preparing a response which generally will argue that the performance indicators need to add value to what we do and not present an onerous workload on staff.

### Council Plan / Other Strategies / Policy

Council's objective, **Leadership and governance**, provides that 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. Implicit in this objective is our requirement to comply with statutes, regulations and by-laws.

### Issues / Options

The value of performance indicators is in their ability to influence continuous improvement. The concern that needs to be expressed to the Essential Services Commission through the consultation phase, is that there needs to be good value and relevance to council in the measures that are developed and that the collection of this data should not be an onerous responsibility on local councils.

It is also important that the information collected and its analysis is used in a positive way by both the State Government and councils to effect continuous business improvement.

1. Council can respond to the Essential Services Commission by making a direct submission
2. As above, but the submission is made as a joint submission through the G21 CEO's Group
3. Council can rely on MAV and the LGPro to make submissions on its behalf.

**Proposal**

That the CEO and the Executive prepare a response to the G21 CEO's Group for submission to the Essential Services Commission.

**Financial and Other Resource Implications**

At the present time, the extent that staff time will be involved in collecting data for the performance measurements is unknown. This is an issue that will be discussed through out submission.

**Risk Management & Compliance Issues**

It is likely that when this performance management system is introduced, that cooperation in providing the information for the performance measures will be compulsory.

**Environmental and Climate Change Considerations**

Not applicable.

**Communication Strategy / Consultation**

The communication of performance measures is made through the Annual Report.

**Implementation**

The CEO will coordinate a response to the G21 CEO's Group.

**Conclusion**

The introduction of a performance management system for Local Government in Victoria has been initiated through this current consultation process.

It is imperative that the measures add value to our service to the Colac Otway Shire communities and that they are truly relevant to our community's aspirations and needs.

They must also represent value for the resources that will be deployed to collect the management and performance information required.

Performance standards in general are an effective tool for effecting continuous performance improvement.

**Attachments**

Nil

**Recommendation(s)**

1. ***That the information on a Performance Monitoring Framework be received.***
2. ***That the CEO and Executive prepare submissions to the Local Government Performance Monitoring Framework (Issues Paper October 2009).***

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OM092511-4

**CRESSY-SHELFORD ROAD GRASSLAND DESTRUCTION**

|             |                  |           |                                        |
|-------------|------------------|-----------|----------------------------------------|
| AUTHOR:     | Stewart Anderson | ENDORSED: | Rob Small                              |
| DEPARTMENT: | Executive        | FILE REF: | GEN Risk<br>Management<br>Confidential |

**Purpose**

The purpose of this report is to provide an update to Council on issues associated with the destruction of native grassland along the Cressy-Shelford Road, to seek endorsement of the process undertaken to resolve the matter and agreement to the conditions imposed on Council through the Enforceable Undertaking and Memorandum of Understanding entered into with DEWHA and DSE.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

Council engaged a road construction contractor to undertake roadworks along the Cressy Shelford Road in April 2008.

Road work activity undertaken as a part of the contract resulted in the removal of a significant amount of an endangered vegetation community due to the construction process engaged in by the company.

The damage was caused by the stockpiling of materials and the associated traffic movement of large machinery to and from the stockpile sites on the roadside reserve. There were approximately 6 stockpile sites and a central compound area located along a 3 km stretch of roadside. An on-site meeting on 7 May 2008 revealed that the vegetation removal was significant and because of the rare species known to be on-site that it constituted a possible breach of three pieces of legislation:

- The State Environment and Planning Act;
- The State Flora and Fauna Guarantee Act (FFG Act); and
- The Federal Environment Protection and Biodiversity Conservation Act (EPBC Act).

The Government agencies responsible for administering these pieces of legislation are the State Government's Department of Sustainability and Environment (DSE) and the Australian Government's Department of Environment, Water, Heritage and the Arts (DEWHA).

Intact native grasslands are very rare. Only 1% of Australia's original native grasslands remain, much of which is located on roadsides and private land. The Cressy Shelford Road site also contains very rare or threatened species, including the Spiny Rice Flower (*Pimelea spinescens*) and the Striped Legless Lizard (*Delma impar*).

Offences under the EPBC Act carry heavy penalties including civil penalties of up to \$5,500,000 for a body corporate and criminal conviction of not more than seven years and a fine of up to \$46,200 for an individual. Whilst breaches of the FFG Act at state level are not as severe, the financial penalties are still substantial.

Orders can also be made for the rehabilitation of sites and/or compensation for damage and the EPBC Act also provides for enforcement by way of entering into an enforceable undertaking between federal agencies and the offending parties as an alternative to prosecution.

Due to the serious nature of the breaches of the EPBC and FFG legislation, Council sought legal advice on the matter to determine the best way to resolve the matter. The advice to Council was that, as principal for the contracted works at Cressy-Shelford Road, the Colac Otway Shire would be liable for the damage and if prosecuted would be very likely of being found guilty and be risking severe penalties and costs associated with the breaches of the EPBC Act and FFG Act.

Council subsequently entered into negotiations with both DSE and DEWHA to seek an agreement which would provide the best outcome for all three parties and minimise the financial impact on Council.

Biosis Research Pty. Ltd. was engaged by Council's lawyers on 12 May 2008 to undertake an assessment of the impact of alleged removal of native vegetation along a defined section of the Cressy-Shelford Road. Biosis inspected the relevant three kilometre stretch of the Cressy Shelford Road on 16, 22 and 30 May 2008. The areas of disturbance, including scraped areas, soil and gravel dumps and areas of obvious vehicle damage were assessed.

Biosis found that the native vegetation impacted by these road works satisfied the definition of a patch of native vegetation under Victoria's Native Vegetation Management Framework and therefore would require a habitat hectare assessment. Habitat hectares are a site-based measure of quality and quantity of native vegetation assessed in the context of a specific Ecological Vegetation Class (a type of vegetation community determined by soil and climate). As a preliminary estimate the habitat score for this vegetation was taken to be 79.5%. The area of native vegetation cleared was estimated to be **2.07 ha** which when multiplied by the habitat score amounts to an estimate of **1.65** habitat hectares. As the site is of Very High conservation significance (at the bioregional level) the net gain offset multiplier is 2 and the estimated prescribed offset for this loss of vegetation would be **3.29** habitat hectares.

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

The Key Result Area of Leadership and Governance 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.”*

Under Leadership and Governance a strategy is to *“Continuously improve operational systems, processes and minimise risk.”*

### **Issues / Options**

In August 2008, Council presented a proposal to DSE and DEWHA that was an integrated package of actions that aimed to protect, enhance and restore native grasslands and the associated threatened species that inhabit them along Cressy-Shelford Road and on a broader landscape scale. The intent of this package was to form the basis of an Enforceable Undertaking (EU) with DEWHA and a more operational memorandum of understanding (MOU) with DSE to avoid legal prosecution by either, or both of these agencies.

The actions in the proposal were described under four major areas:



- Rehabilitation of damaged areas along Cressy-Shelford Road;
- Threatened species recovery;
- Internal process improvements for Council; and
- External initiatives.

The initial response from DSE and DEWHA was positive in terms of the scope and size of the proposal and also indicated that Council's response to the incident had been very responsible. Another key element that acted in Council's favour during the negotiations was the significant work that had been undertaken by Council with regard to environmental protection and the processes that had already been put in place by Council to ensure that native flora and fauna would be protected through Council's work practices. While the case against Council was assessed to be strong the DEWHA and DSE officers proposed to recommend to the relevant Ministers to accept the Colac Otway proposal. However a letter received from DSE on 29 September 2008 indicated that off-sets were required under the State's Native Vegetation Framework. It is important to note that the original proposal put forward by Council did not include off-sets. As stated above, 3.29 habitat hectares of off-sets were required according to the Biosis calculations.

The critical thing to appreciate is that the amount of land required to off-set 3.29 habitat hectares may be significantly larger than 3.29 hectares. It is possible to get 3.29 habitat hectares on less than 3.29 hectares of land if an area of grassland with a very high habitat scores (i.e. greater than 79) can be found. However it is more likely that an area significantly larger than 3.29 hectares would be required for the off-set because it is easier to find areas with a lower habitat score as most large areas of native grassland are located on private land that has been disturbed in some way. Once a suitable area is secured an ongoing maintenance commitment (i.e. fencing, monitoring and weed control) is required to protect the area for a period of ten years.

After receiving the letter from DSE a meeting was arranged on 9 October 2008 to discuss the replacement of some of the elements of the original proposal with off-sets. At the meeting it was re-confirmed that the scope and scale of the Colac Otway Shire proposal was supported and that DEWHA and DSE were open to revising the elements of the proposal and to substituting some of them for enhanced protection of native grassland through off-sets. In addition it was agreed that it would be possible for the two regulators to issue a joint response through an 'Enforceable Undertaking' under the EPBC Act and that a payment could be made directly to DSE for off-sets.

Importantly it was agreed in principal that the proposal should retain rehabilitation of the site but not with the aim of achieving rehabilitation to a level consistent to pre-disturbance. This was important because work on the removal of the stock pile material, that had been approved by DSE and DEWHA, had started on along Cressy Shelford Road on 1 October 2008. This work was started in order to remove the material quickly and give natural regeneration the best chance possible. The bulk of the material was removed using large machinery without causing any damage to the surrounding vegetation. Further works were required to remove smaller piles of material by hand and to collect seed from along the road side to be spread over the disturbed areas.

Protracted negotiations between Council officers and officers representing the state and federal departments were undertaken over the following twelve months and were complex and challenging. It was a condition of the negotiations that confidentiality was imperative and that any announcement of the matter must be undertaken through DEWHA and only when agreements had been finalised between Council and both DEWHA and DSE.

In October 2009 an enforceable undertaking was eventually finalised and signed off with DSE and DEWHA that included the following elements:

- Rehabilitation of the areas damaged along Cressy-Shelford Road (\$180,000);
- Internal process improvements for Council (\$80,000);
- External awareness raising activities (\$30,000);
- Protection of native grassland and threatened species (\$250,000); and
- Coordination and reporting component for eighteen months rather than the three years as originally proposed (\$150,000).

Significant negotiation took place between Council and DSE/DEWHA throughout much of 2009 to get to a point of comfort with the MOU and EU so that Council's future risk was reduced as far as practicable. Council were briefed on the status of this negotiation by Council's lawyers and Council officers in July 2009. Council prepared a number of suggestions in respect of payment of monies to agencies which were included in negotiations, unfortunately many failed to be adopted by the agencies as they were reluctant to accept proscriptive terms from potential defendants.

### **Proposal**

To implement actions in line with the enforceable undertaking signed off with DSE and DEWHA. The \$250,000 for the protection of native grasslands and threatened species will be paid to the DSE in instalments and a multi agency working group will be formed to oversee the implementation of the other actions. DEWHA have recommended to DSE that this money be used for local initiatives, however DSE have yet to confirm if this will be implemented.

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

The total direct financial impact on Council is \$690,000 over the next three financial years, much of which was planned for in the 09/10 budget process. Indirectly many hours of Council officer time has been allocated to get to this point and legal costs have been kept to a minimum and whilst some small further expenditure is expected legal costs to date are marginally under \$200,000. Whilst this is a significant figure and may seem excessive to many, if the matter had proceeded to court legal costs would potentially have been three to four times this amount plus a high probability that fines well in excess of the \$690K would have been imposed. Recent similar prosecutions have resulted in fines well over \$1m as well as works orders over \$1m. Council has avoided a conviction as a result of the process undertaken and is positioned in a more positive way than may have been the case should the matter have proceeded to court.

### **Risk Management & Compliance Issues**

Failure to comply with the EU would leave council open to the criminal penalties that have been mentioned herein. To ensure compliance a strong reporting regime has been built into the MOU with DSE with dispute resolution procedures also included in the MOU. Whilst any future breach would result in prosecution, internal systems reviews have continually being improved to further improve internal processes and decrease the likelihood of a future breach with enhanced risk management procedures being required for all new works contracted out.

As outlined earlier in this report, the EPBC Act carries heavy penalties including civil penalties of up to \$5,500,000 for a body corporate and criminal conviction of not more than seven years and a fine of up to \$46,200 for an individual whilst breaches of the FFG Act at state level are not as severe, the financial penalties are still substantial.

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

The initial report from Biosis indicated significant damage to threatened species over an area of 2.07 hectares. Within the disturbed areas Biosis estimated that 125 Spiny Rice-Flowers

and between 92 and 228 Striped Legless Lizards were lost. Biosis also estimated that under the State Native Vegetation Framework the prescribed offset for the loss of this vegetation would be 3.29 habitat hectares.

### **Communication Strategy / Consultation**

An awareness raising programme is being developed targeted at Council staff, Councillors and also the general public in order to highlight the value of native grassland, the various threatened species that inhabit the grassland and the legislative framework that protects them.

### **Implementation**

The implementation of the actions outlined in the enforceable undertaking are being coordinated by Council's recently appointed Infrastructure Environment Officer and overseen by a multi-agency working group. A detailed action plan has been developed that maps timelines for each action and it is expected that all the works will be completed by the end of 2011.

### **Conclusion**

While Council is recognised as having a genuine commitment to the protection of its natural environment and has implemented strategies and processes to this end, a breakdown in its contracting processes has resulted in damage to native vegetation and threatened species within the municipality. This has led to action being taken against Council by DEWHA and DSE under the Environment Protection and Biodiversity Conservation Act and the Flora and Fauna Guarantee Act. Council officers, acting under legal advice, have engaged in protracted negotiations with the State and Federal Government Departments and have entered into a Memorandum of Understanding and an Enforceable Undertaking which impose costs on Council to the value of \$690,000 as a result of Council's liabilities under the legislation. Despite the significant costs incurred, the impact has been minimised as far as possible as a result of the negotiated outcome and in recognition of Council's immediate response following the incident, Council's demonstrated commitment to the environment and processes that had already been implemented to ensure that Council works are undertaken in an environmentally responsible manner.

The enforceable undertaking entered into by Council with DSE and DEWHA includes the following elements:

- Rehabilitation of the areas damaged along Cressy-Shelford Road (\$180,000);
- Internal process improvements for Council (\$80,000);
- External awareness raising activities (\$30,000);
- Protection of native grassland and threatened species (\$250,000); and
- Coordination and reporting component for eighteen months (\$150,000).

The above undertakings are already being implemented by Council and provision for the costs involved have been included in Council's 2009 – 2010 Budget allocations.

### **Attachments**

1. Enforceable Undertaking

**Recommendation(s)**

***That Council:***

- 1. Endorses the above report on the Cressy Shelford Road native vegetation and threatened species destruction;***
  
- 2. Supports the agreements as outlined in the Enforceable Undertaking with DSE and DEWHA committing Council to:***
  - Rehabilitation of the areas damaged along Cressy-Shelford Road (\$180,000);**
  - Internal process improvements for Council (\$80,000);**
  - External awareness raising activities (\$30,000);**
  - Protection of native grassland and threatened species (\$250,000); and**
  - Coordination and reporting component for eighteen months (\$150,000).**

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**Australian Government**

**Department of the Environment, Water, Heritage and the Arts**

**ENFORCEABLE UNDERTAKING**

***Environment Protection and Biodiversity Conservation Act 1999***

**Section 486DA**

Undertaking to the Minister for the Environment, Heritage and the Arts  
given for the purposes of s486DA

by

Colac Otway Shire Council

**1. Person giving undertaking**

The person giving the undertaking is the Colac Otway Shire Council.

**2. Background**

Between 22 April and 6 May 2008 the Colac Otway Shire Council engaged an independent contractor to undertake road works, which resulted in the clearance and disturbance of native grassland vegetation in the road reserve adjacent to the Cressy-Shelford Road, Barunah Plains, Victoria. The areas affected contained habitat supporting populations of the Spiny Rice Flower (*Pilelia spinescens spinescens*) and Striped Legless Lizard (*Delma impar*), listed respectively as critically endangered and vulnerable threatened species under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

At the time of the clearing, the Colac Otway Shire Council or the independent contractor did not hold an approval pursuant to Part 9 of the EPBC Act.

This clearing and disturbance has had and will continue to have a significant impact on the Spiny Rice Flower and Striped Legless Lizard, in that individuals of these species have been destroyed and important habitat supporting known populations of these species has been permanently lost or degraded.

**3. Conclusion as to breach of the EPBC Act**

Mr Peter Burnett, as the Minister's delegate under s486DA of the EPBC Act, considers that the Colac Otway Shire Council has contravened the EPBC Act in that, contrary to sections 18(2) and 18(4) of that Act, the council undertook an action, without approval, that had a significant impact on listed threatened species.

**4. The undertaking**

Without conceding that it has breached the EPBC Act or any other Act, but acknowledging that the activities of the independent contractor engaged by Colac Otway Shire Council resulted in the loss of species and habitat of the Spiny Rice Flower and Striped Legless Lizard, the Colac Otway Shire Council, for the purposes of s486DA of the EPBC Act, hereby undertakes,

- 4.1 to pay to the Victorian Government Department of Sustainability and Environment the total sum of \$250,000 for the purpose of offsetting the native vegetation and threatened species losses incurred along the Cressy-Shelford Road. This sum will

be paid in five (5) equal instalments of \$50,000 in accordance with the payment schedule below;

- 4.1.1 Instalment one (1) to be paid in full by no later than 31 October 2009.
- 4.1.2 instalment two (2) to be paid in full by no later than 31 December 2010.
- 4.1.3 instalment three (3) to be paid in full by no later than 28 February 2010.
- 4.1.4 instalment four (4) to be paid in full by no later than 30 April 2010.
- 4.1.5 instalment five (5) to be paid in full by no later than 30 June 2010.
- 4.2 Expend/allocate an additional amount for the purposes described in item 5 below.

**5. Rehabilitation and other measures**

- 5.1 The Colac Otway Shire Council further agrees to undertake and complete restitution and rehabilitation in accordance with the Rehabilitation Plan agreed to as a condition of the Memorandum of Understanding dated 26 August 2009 between Colac Otway Shire Council and the Department of Sustainability and Environment (DSE), and as summarised in Item 1 in the attached schedule.
- 5.2 The Colac Otway Shire council will also undertake and complete the further measures described in the attached Schedule related to:

Internal Processes and Initiatives (Item 2).

External awareness Initiatives (Item 3).

Co-ordination and reporting (Item 4).

**6. Reporting**

- 6.1 The Colac Otway Shire Council shall report on the implementation of the measures described at clauses 5.1 and 5.2 to the Department of the Environment, Water, Heritage, and the Arts, by sending a written report to the Assistant Secretary of the Compliance and Enforcement Branch, Department of the Environment, Water, Heritage, and the Arts, GPO Box 787, Canberra, ACT, 2601, in accordance with the requirements described in Item 4 of the attached Schedule.
- 6.2 The Colac Otway Shire Council shall report the payments described in clause 4.1 to the Department of the Environment, Water, Heritage, and the Arts by sending a written letter to the Assistant Secretary of the Compliance and Enforcement Branch, Department of the Environment, Water, Heritage, and the Arts, GPO Box 787, Canberra, ACT, 2601 on or by the next business day following the payment.

**7. Acknowledgements**

The Colac Otway Shire Council acknowledges that:

- a. the Minister will make this undertaking available for public inspection including on a public register; and
- b. the Minister and/or the Commonwealth may from time to time publicly refer to this undertaking including through, but not limited to, media releases.

Jack Green

Signed for the Colac Otway Shire Council by: Jack David Green  
Alc Chief Executive Officer  
13 October 2009

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/secretary (print)

AG  
Accepted by the Acting ~~Deputy~~ Secretary of the Department of the Environment, Water,  
Heritage and the Arts, on behalf of the Minister, under s486DA of the EPBC Act.

on this 28<sup>th</sup> day of October 2009

Peter Burnett  
Signature of ~~PETER BURNETT~~

GERARD EARLY AG







## SCHEDULE TO ENFORCEABLE UNDERTAKING

### CRESSY-SHELFORD ROAD NATIVE GRASSLAND AND THREATENED SPECIES

#### INTRODUCTION

This Schedule to the Enforceable Undertaking given by Colac Otway Shire Council (**Council**) under section 486DA of the *Environment Protection and Biodiversity Conservation Act 1999* outlines the other measures Council agrees to undertake which are referred to at paragraph 5.2 of the Enforceable Undertaking relating to:

- Internal Processes and Initiatives (Item 2)
- External Awareness Initiatives (Item 3)
- Coordination and reporting (Item 4)

These other measures are to be undertaken by Council in addition to the payment to the Victorian Department of Sustainability and Environment (**DSE**) of \$250,000 for the purpose of offsetting native vegetation and threatened species losses in accordance with paragraph 4.1 of the Enforceable Undertaking and restitution and rehabilitation works in accordance with paragraph 5.1 of the Enforceable Undertaking and the Memorandum of Understanding dated 26 August 2009 between Colac Otway Shire Council and the Department of Sustainability and the Environment. The scope of the rehabilitation works are set out below in Item 1.

These undertakings and timing for implementation are consistent with the '*Cressy-Shelford Road Native Grassland and Threatened Species Proposal*' (March 2009) submitted to DEWHA and DSE by Council. The timing for implementation of the other measures referred to above is set out in Table 1 below. At the time of Council giving the undertakings many of the actions described in the items below have already commenced.

#### ITEM 1 - REHABILITATION

Rehabilitation works include undertaking the following actions:

- Piles of gravel will be removed from the Cressy Shelford Road reserve and disposed of at a location which does not support any native vegetation as directed by Colac Otway Shire Council.
- Mounds of basalt soil not immediately adjacent to the area scraped to generate that mound will be removed from the road reserve and disposed of at a location which does not support any native vegetation as directed by Colac Otway Shire Council.

A handwritten signature in black ink, appearing to be 'JA'.

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- Mounds of basalt soil immediately adjacent to the area scraped to generate the mound will be redistributed over the scraped area. This will be done in a manner to roughly replace the amount of the soil scraped away from that location. While the scraping process will have inevitably increased the volume of soil, it will be distributed such that upon settling, the result soil surface will be a reasonable approximation to the pre-disturbance topography.
- Seeds will be collected under DSE permit conditions from grasses along the Cressy Shelford Road roadside and spread over the disturbed areas (mix of *Themeda* and *Austrostipa*).
- Disturbed areas will be marked and signage installed to prevent damage occurring to the rehabilitation site as a result of a lack of awareness.
- Selective weed spraying will be carried out to give the native species the best chance possible to re-establish the area for 2 years after the completion of the soil profile repairs outlined above.
- An ecological burn will be carried out in line with established fire regimes traditionally undertaken at the site.
- The Spring Survey will be conducted in 2009 to evaluate the effectiveness of the rehabilitation.
- The Legless Lizard monitoring site will be replaced.

A detailed rehabilitation plan will be developed by an appropriately qualified grassland ecologist. The MOU between Council and DSE requires the preparation of the plan and its implementation to DSE's satisfaction.

## ITEM 2 - INTERNAL PROCESSES AND INITIATIVES

A number of actions will be carried out within Council that aim to not only prevent another event similar to Cressy-Shelford Road occurring but also to embed existing business practices in the organisation that will mean that Council will better manage native vegetation on roadsides in the long term. Council has employed a Council Officer to coordinate the implementation and review of these processes and initiatives.

### INTERNAL PROCEDURE IMPROVEMENT

Council is committed to continuing a process of reviewing its procedures to ensure the management regime is improved to ensure the protection and the integrity of all roadsides of conservation significance within the Shire. Work has already started on the development of new procedures. Council will be looking carefully at other models (e.g. Code of Practice for the Australian Pipeline Industry Association) to ensure that a robust procedure is developed. Once Council has finalised a new procedure it will be subject to regular reviews to ensure that any problems can be identified and resolved quickly.



To date the process of reviewing Council's procedures has identified a number of areas where further work is required including:

- Raising awareness in Council of the significance of roadside vegetation, particularly native grasslands and their sensitivity to disturbance;
- The accuracy of mapping for roadside vegetation and planning overlays;
- Ensuring that the Roadside Vegetation Management Plan and the associated Roadside Impact Assessment forms are recent and up to date; and
- The requirements that need to be placed on all road work contractors.

#### **INTERNAL TRAINING AND AWARENESS RAISING**

To raise the awareness of Council Staff and Councillors the following actions will be taken:

- Councillors and key staff will be fully briefed on the new procedure;
- An experienced ecologist will run sessions with Councillors and Managers on the importance of biodiversity conservation;
- An experienced trainer will be employed (e.g. DSE accredited environmental care course) to make key Infrastructure and Planning staff aware of the importance of biodiversity conservation and the more detailed issues associated with roadside vegetation management;
- Refresher training will be undertaken periodically and an induction procedure will be developed to ensure new staff in relevant departments are made aware of the procedures and the significance of biodiversity conservation.

#### **ROADSIDE MAPPING AND PLANNING**

Council has commissioned experienced botanists to assess all Council managed roadsides for conservation significance. Mapping works are continuing and some areas are being re-assessed with updated technology that will ensure better accuracy. The mapping of roadside conservation status is supported by the Colac Otway Shire Roadside Vegetation Management Plan that was endorsed by Council in 2004. The plan details what considerations need to be made to manage environmental issues associated with any works on roadsides.

It is appropriate that the plan be reviewed and updated where necessary to ensure that it aligns well with the needs of new Council procedures. The new plan will highlight Council's ongoing commitment to managing high conservation roadsides. A review of the plan will also allow for improvement of the Roadside Impact Assessment process that needs to include more specific requirements to provide clear guidance/prescriptions for undertaking works within or adjacent to roadsides of conservation significance,

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including road works, construction of fire breaks, installation, maintenance or upgrading infrastructure in the roadside, weed control etc.

Council is awaiting new vegetation mapping that covers the entire Colac Otway Shire region from DSE. The new mapping is expected to be significantly more accurate than the mapping currently used for the Vegetation Protection Overlay (VPO) and the Environmental Significance Overlay (ESO). Upon receiving this new mapping Council commits to a process to amend the planning scheme to update the VPO and ESO mapping. Such an amendment would provide an important means to better protect native grasslands on private land through the planning scheme.

### **CONTRACTOR REQUIREMENTS**

Council will ensure that all future road works contracts will have clear requirements for environmental management and require sign off by Council's Environmental Planner before works can proceed. In addition Council will require contractors to demonstrate more stringent environmental management credentials as part of the tendering process. Selection criteria will be developed to favour contractors with independently audited environmental management systems.

### **ITEM 3 - EXTERNAL AWARENESS RAISING INITIATIVES**

Council is committed to carrying out a number of initiatives that aim to provide increased protection for native grassland on private land and in other municipalities by raising the awareness of the broader community in relation to both the importance of biodiversity conservation and more specifically grasslands and the associated legislative protection. Many people do not realise why they should not clear native grasslands and do not realise the legal implications of doing so. It is important to note that plains native grassland has recently been listed under the EPBC Act. Council could work with DEWHA to help make the community realise the implications of this listing.

Accordingly, Council commits to developing and carrying out an awareness raising campaign that targets the farming community, private industry (i.e. contractors, real estate agents and agribusiness) and CFA groups through a range of mechanisms (e.g. media, workshops, field days and signage). This campaign will need to be carefully designed to ensure that it does not lead to an adverse response from the community (i.e. clearing of native grasslands). Linking the awareness raising program to the VVP project would help manage this issue by providing land managers with a means to make an income from managing native grasslands.

As previously stated an awareness raising process will be carried out for Councillors and key Council Staff. In addition to this an awareness raising campaign will be designed for other Councils with native grasslands so that they can learn from the experiences in Colac Otway Shire.



#### ITEM 4 - COORDINATION AND REPORTING

In Spring 2009 the site will be surveyed to assess the condition of the native grassland at Cressy-Shelford Road. These surveys may or may not indicate that further actions are required to rehabilitate the site and to protect any additional threatened species. A progress report will be submitted by Council to DSE and DEWHA in October 2009 providing an update on progress in line with the undertakings given by Council. It is proposed that another progress report be submitted by Council in January 2010 and that a Final Report be submitted in February 2011.

The implementation of the proposed activities will be co-ordinated and implemented by a full time Council Officer that is now working within Council's Infrastructure Department (approximately 1.0 EFT). Council has absorbed the on-costs associated with this additional position. The officer is an experienced person who will be employed to oversee all roadside management matters on behalf of Council in line with the procedure review that has already commenced in Item 1. Council originally intended to make this position a two year project role, however has now made a long term commitment and appointed the officer as an ongoing, full time position that will ensure that Council's activities are adhering to all regulatory environmental requirements.

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**Cressy-Shelford Road Native Grassland & Threatened Species  
SCHEDULE TO ENFORCEABLE UNDERTAKING**

**TABLE 1 Timelines for Internal Process Improvements and Internal and External Awareness Raising Undertakings**

| ACTION   | June 2008                  | July 2008 | Sep 2008                | Jan 2009                            | October 2009  | Jan 2010  | Jan 2011  | July 2011 | Estimated costs | Key Performance Indicators  |  |
|--|----------------------------|-----------|-------------------------|-------------------------------------|---|---|---|-----------|-----------------|---|--|
| <b>Item 1 - Rehabilitation</b>                     |                            |           |                         |                                     |   |   |   |           |                 |   |  |
| Rehabilitation and restitution works               |                            |           |                         |                                     | Sign MCOU with DSE  | Plan implementation - weed control, revegetation, ecological burn, monitoring and reporting |   |           | \$180,000       |   |  |
| <b>Item 2 - Internal Processes and Initiatives</b> |                            |           |                         |                                     |   |   |   |           |                 |   |  |
| Internal Procedure Improvement                     | Review current procedure   |           | Implement new procedure | Review of new procedure             | Ongoing implementation of new procedures  |   |   |           |                 | \$20,000  | Procedure review complete and new procedure implemented and reviewed |
| Internal Training and Awareness Raising            |                            |           |                         |                                     | Implement new Induction process (ongoing)   | Training/Awareness Raising for Staff and Councilors   | Training/Awareness Raising for Staff and Councilors (ongoing every 2 years) |           | \$27,000        |   |  |
| Roadside Mapping and Planning                      | Roadside Mapping Initiated |           |                         | Roadside Veg Management Plan Review | Roadside Mapping Complete   | Roadside Veg Plan Review Complete   |   |           | \$33,000        | A minimum of 3 training sessions undertaken with staff and Councilors |  |
| Contractor   |                            |           |                         |                                     | Ongoing implementation of new procedures for conservation of highly significant roadsides |   |   |           |                 |   |  |
|  |                            |           |                         |                                     | Requirements  |   |   |           | N/A             |   |  |

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**Cressy-Shelford Road Native Grassland & Threatened Species  
SCHEDULE TO ENFORCEABLE UNDERTAKING**

| ACTION   | June 2008 | July 2008 | Sep 2008 | Jan 2009 | October 2009 | Jan 2010                            | Jan 2011 | July 2011                           | Estimated costs | Key Performance Indicators  |
|--|-----------|-----------|----------|----------|--------------|-------------------------------------|----------|-------------------------------------|-----------------|---|
| Requirements   |           |           |          |          | Implemented  |                                     |          |                                     |                 | <u>Roadside Mapping Complete</u><br><br><u>Roadside Veg. Mgt Plan reviewed and new plan implemented</u><br><br><u>New contractor requirements implemented</u> |
| <b>Item 3 - External Awareness Raising Initiatives</b> |           |           |          |          |              |                                     |          |                                     |                 |   |
| Awareness Raising                                      |           |           |          |          |              | Awareness Raising Program Initiated |          | Awareness Raising Program Completed | \$30,000        | <u>Awareness Raising Program Developed</u><br><br><u>A minimum of 5 Workshops/Field Days</u>  |

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**Cressy-Shelford Road Native Grassland & Threatened Species  
SCHEDULE TO ENFORCEABLE UNDERTAKING**

| ACTION                                    | June 2008 | July 2008 | Sep 2008 | Jan 2009            | October 2009    | Jan 2010             | Jan 2011 | July 2011                               | Estimated costs | Key Performance Indicators   |
|---|-----------|-----------|----------|---------------------|-----------------|----------------------|----------|---|-----------------|--|
| Item 4 -<br>Coordination and<br>Reporting |           |           |          |                     | Progress Report | Progress Report      |          | Final Report submitted by 30 June 2011. | \$150,000       | <u>Signage installed on all high conservation roads.</u><br><br><u>Working Group Established</u><br><br><u>Co-ordinator appointed</u><br><br><u>Reports submitted on time.</u> |
|   |           |           |          | Appoint Coordinator |                 | Ongoing Coordination |          |   |                 |  |

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CONSENT CALENDAROFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM   | D | W |
|--|---|---|
| <p><b><u>CORPORATE AND COMMUNITY SERVICES</u></b></p> <p><b><u>OM092511-5 REVIEW OF COUNCIL POLICIES</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council adopt the following revised policies:</i></b></p> <p><b><i>Policy No 6.2 – Funding Advances to Community Organisations Policy</i></b></p> <p><b><i>Policy No 6.3 – Donations-Miscellaneous Policy</i></b></p> <p><b><i>Policy No 8.5 – Investment Attraction Policy</i></b></p> <p><b><i>Policy No 10.1 – Maternal and Child Health Services Policy</i></b></p> <p><b><i>Policy No 11.1 – Rates Assistance Community Groups Policy</i></b></p> <p><b><i>Policy No 11.4 – Assistance to Rates Debtors in Hardship Policy</i></b></p> <p><b><i>Policy No 11.5 – Residential Properties deemed to be Non-Rateable as used for Charitable Purposes Policy</i></b></p> <p><b><i>Policy No 18.2 – Information Privacy Policy</i></b></p> |   |   |
| <p><b><u>OM092511-6 APOLLO BAY AND LAVERS HILL JOINT USE RECREATION FACILITIES</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Acknowledge the current joint use agreements and Council's involvement in the provision of these facilities.</i></b></li> <li><b><i>2. Subject to the budget process, increase their contribution from 20% to 40% for all Lavers Hill Indoor Pool Maintenance commencing 1 July 2010 with an annual capped limit of \$10,000 plus a CPI increase on an annual basis.</i></b></li> </ol>   |   |   |

**OM092511-7 HEATWAVE PLANNING**

Department: Corporate and Community Services

**Recommendation(s)**

***That Council:***

- 1. Adopts the draft Heatwave Plan as an interim plan for heatwave events that may occur in Colac Otway Shire.***
- 2. Endorses that the draft Heatwave Plan be exhibited publically for at least a six week period for community input prior to it being further considered by Council for adoption.***

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

**OM092511-5 REVIEW OF COUNCIL POLICIES**

|             |                                |           |                   |
|-------------|--------------------------------|-----------|-------------------|
| AUTHOR:     | Colin Hayman                   | ENDORSED: | Rob Small         |
| DEPARTMENT: | Corporate & Community Services | FILE REF: | GEN01688 Policies |

**Purpose**

The purpose of this report is to present for Council's consideration the next batch of Council policies that have been revised and/or reviewed.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

A Council Policy Manual has been in place for a number of years. A review of a number of policies has been undertaken.

The first stage of the process to review the policies was to forward to staff and managers copies of policies for them to make comment and make changes where appropriate.

The current review has meant changes to all policies except the Cattle Grids policy which has recently been adopted by Council.

In a number of policies this relates to the change of wording with respect to the Council Plan 2009/2013.

The first batch of policies was adopted by Council at the meeting held on 28 October 2009. This is the second batch of policies to be reviewed consisting of 9 policies.

**Council Plan / Other Strategies / Policy**

This report is consistent with the Council Plan 2009/2013.

The Council Plan 2009/2013 under the key result area of Leadership and Governance 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."

In the Plan there is also a key action "Review of Council's Policies".

**Issues / Options**Policy Manual

The Policy Manual currently contains 45 policies which are broken up into 16 categories.

For example:

- Communication/Information

- Rating
- Recreation and Culture
- Traffic/Road Management
- Governance

### Current Review

All of the second batch of policies have been provided to Councillors and reviewed in a workshop.

### Changes to Policies

The policies are being reviewed in batches. The following provides further information on the next group of policies.

#### ***Policy No 6.2 - Funding Advances to Community Organisations Policy***

- Summary of changes:
- Council Plan reference
  - Additional criteria under clause 4.3

#### ***Policy No 6.3 – Donations-Miscellaneous Policy***

- Summary of changes:
- Council Plan reference
  - Adding Colac Otway residents and organisations
  - Other minor changes

#### ***Policy No 8.5 – Investment Attraction Policy***

- Summary of changes:
- Council Plan reference
  - Changes to introduction
  - Other changes

#### ***Policy No 10.1 – Maternal and Child Health Services Policy***

- Summary of changes:
- Council Plan reference
  - Deletion of addresses of centres
  - Other minor changes

#### ***Policy No 11.1 – Rates Assistance to Community Groups Policy***

- Summary of changes:
- Council Plan reference
  - Other minor changes

#### ***Policy No 11.4 – Assistance to Rates Debtors in Hardship Policy***

- Summary of changes:
- Council Plan reference
  - Other minor changes

#### ***Policy No 11.5 – Residential Properties Deemed to be Non-Rateable as Used for Charitable Purposes Policy***

- Summary of changes:
- Council Plan reference
  - Other minor changes

#### ***Policy No 18.2 – Information Privacy Policy***

- Summary of changes:
- Council Plan reference
  - Addition of role of Privacy Officer

**Proposal**

It is proposed that Council adopts the following revised policies:

Policy No 6.2 – Funding Advances to Community Organisations Policy

Policy No 6.3 – Donations-Miscellaneous Policy

Policy No 8.5 – Investment Attraction Policy

Policy No 10.1 – Maternal and Child Health Services Policy

Policy No 11.1 – Rates Assistance Community Groups Policy

Policy No 11.4 – Assistance to Rates Debtors in Hardship Policy

Policy No 11.5 – Residential Properties deemed to be Non-Rateable as used for Charitable Purposes Policy

Policy No 18.2 – Information Privacy Policy

**Financial and Other Resource Implications**

There are no direct financial implications in relation to the adoption of the review of the Council policies.

**Risk Management & Compliance Issues**

The policies have been reviewed based on appropriate legislation.

**Environmental and Climate Change Considerations**

No environmental considerations are applicable.

**Communication Strategy / Consultation**

All of the policies have been through a comprehensive consultation process in their development.

All of the policies have been reviewed internally by Councillors and Executive. The new policy was forwarded to all managers for comment. All policies have been provided to Councillors and reviewed at a workshop.

As all of the policies are revised policies, they are not required to go out for public consultation.

**Implementation**

Once the policies are endorsed the policy manual will be revised. The various policies will also be available to the public via Council's website.

**Conclusion**

A comprehensive review of Council policies has commenced. This is the second batch of policies to be reviewed.

**Attachments**

1. No 6.2 - Funding Advances to Community Organisations Policy
2. No 6.3 - Donations-Miscellaneous Policy
3. No 8.5 - Investment Attraction Policy
4. No 10.1 - Maternal and Child Health Services Policy
5. No 11.1 - Rates Assistance Community Groups Policy
6. No 11.4 - Assistance to Rates Debtors in Hardship Policy
7. No 11.5 - Residential Properties deemed to be Non-Rateable as used for Charitable Purposes Policy
8. No 18.2 - Information Privacy Policy

**Recommendation(s)**

***That Council adopt the following revised policies:***

- Policy No 6.2 – Funding Advances to Community Organisations Policy***
- Policy No 6.3 – Donations-Miscellaneous Policy***
- Policy No 8.5 – Investment Attraction Policy***
- Policy No 10.1 – Maternal and Child Health Services Policy***
- Policy No 11.1 – Rates Assistance Community Groups Policy***
- Policy No 11.4 – Assistance to Rates Debtors in Hardship Policy***
- Policy No 11.5 – Residential Properties deemed to be Non-Rateable as used for Charitable Purposes Policy***
- Policy No 18.2 – Information Privacy Policy***

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# **FUNDING ADVANCES TO COMMUNITY ORGANISATIONS POLICY**

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**Policy No: 6.2**

**Date Adopted: 28/3/2007**

**File No: GEN01688**

**Revised:**

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**1. INTRODUCTION**

The Colac Otway Shire is committed to providing local organisations with the opportunity to access financial support to assist in the provision of recreational, welfare, sporting and cultural activities which benefit the entire Shire community.

**2. RELATIONSHIP WITH COUNCIL PLAN**

Council's vision is:

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

Council's mission is:

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.

The policy is consistent with the Vision and Mission.

**3. SOURCES OF FUNDING**

Funding is available under three Council Support Funds namely:

- Community Projects Fund
- Recreation Facilities Fund
- COPACC Community Fund

***Local Government***

The Community Projects Fund provides for funding to be allocated annually to community based, not-for-profit organisations which assist in the provision of community development programs/projects, arts, recreation and cultural activities and events for citizens of the Colac Otway Shire. The Council makes an annual budget allocation in recognition of the important contribution made by community contributions. Funding is not made on a recurrent basis.

The Recreation Facilities Fund provides financial assistance to Recreation Reserve Committees of Management and organisations responsible for recreation facilities including public halls in undertaking high priority items of cyclical maintenance and minor capital improvements for the benefit of the citizens of the Colac Otway Shire.

The COPACC Community Fund provides financial assistance for the hire of COPACC to local groups, organisations and schools for the provision of performing arts and cultural activities for the benefit of citizens of the Colac Otway Shire.

General guidelines and an application form are prepared on an annual basis;

The guidelines provide details on:

- Objective of each fund
- Eligibility
- Scope
- Consideration of Applications
- Timelines and Notification
- Assessment Criteria
- Evaluation of Successful Projects



The application form requires information on:

- Organisation details
- Project details
- Financial details
- Budget

All three funds are available for application annually and once approved, finances are distributed promptly.

***State/Federal Government and Philanthropic***

There are also a variety of State/Federal Government and Philanthropic funding sources available to both Council and the community.

Information regarding those funds may be obtained by contacting the Colac Otway Shire's Economic Development Department.

**4. POLICY**

4.1 Council will consider providing funding to community organisations under the following criteria:

- Funding to eligible organisations who can demonstrate the ability to undertake projects as stated in their application and to the benefit to the Colac Otway Shire community.
- Funding where project is on Government property where Council is Committee of Management or believes that the project is of community benefit.
- Funding where Council is the freehold owner of the land upon which the expenditure proposes to be incurred.
- Funding based on the amount provided in Council's annual budget.

4.2 Council reserves the right to charge a commercial interest rate where local funding contribution is not repaid in accordance with agreement entered into prior to project commencing.

4.3 Council may require some or all of the following criteria to be met in approving funding for projects:

- Detailed financial statements (past 2 years)
- Details of previous grants provided by Council to organisation in past 3 years;;
- Detailed project briefs, plans, costings and scope;
- Comprehensive projected budget for the project;
- Details of any occupancy or tenancy agreement in place;
- The organisation's ability to repay the loan based on the conditions provided in the agreement;
- The organisation being prepared to sign an agreement with Council; and
- Any other condition that is set by Council at the time of negotiation.

4.4 Council will allocate funding on a predetermined criteria which may include:

- Community benefits provided by the project both short and long term;
- Whether the project creates new or increased opportunities for residents of the Colac Otway Shire;
- Whether the project reduces gaps in existing services and programs;
- Whether the project meets the communities needs;
- Extent of forward planning demonstrated by the organisation;
- Availability of the organisation's matching contribution;

- Provision of sufficient documentation on the proposal;
- Compliance with the guidelines of the relevant Council fund; and
- Funding available.

4.5 Organisations who are allocated funding are required to complete an acquittal to Council. The acquittal must outline what works/events were carried out/held and how the funding was used. The General Manager Corporate and Community Services or their delegate will report on these outcomes to Council.

4.6 Council will not provide guarantees on behalf of the local organisations to funding institutions.

## **5. IMPLEMENTATION AND REVIEW**

This policy will be implemented by Colac Otway Shire staff and will be subject to periodic reviews.

## **6. ACCOUNTABILITY**

A summary report will be submitted to Council within one month of the end of the financial year to which the funds were applied.



# **DONATIONS - MISCELLANEOUS POLICY**

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**Policy No: 6.3**

**Date Adopted: 23/8/06**

**File No: GEN01688**

**Revised:**

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**1. INTRODUCTION**

There are many worthy organisations and individuals seeking financial support, however Council's limited funds for donations will be given to those that are regionally based, of a non-political nature, that do not receive other government funding and will benefit in same, the residents of the Colac Otway Shire.

This policy refers to requests for minor donations from Colac Otway residents and organisations that Council receives and does not inhibit Council budgeting separately major donations outside the terms of this policy.

**2. RELATIONSHIP WITH COUNCIL PLAN**

A key result area of the Colac Otway Shire is Community Health and Wellbeing. The Shire is committed to working in partnership with organisations and individuals to promote community health and wellbeing.

**3. POLICY****Criteria**

In determining whether to grant an application for a donation, Council will refer to the following criteria:

- Council will make donations in a manner that maximises the exposure of the donation in the local community. Donations for events outside the immediate region, where Council is one of numerous sponsors will not be considered.
- Council will apply funding to requests that have no other avenue of support. Donations under this policy will not be made for purposes that are generally the domain of other tiers of government (eg health, education).
- Donations will be made with the view of achieving equity across the Shire. Donations to one group should not be made without consideration being given to other like groups that have not applied for support..
- Donations for sporting representation will be considered in line with the conditions below.

**Conditions**

Donations will be provided under the following categories and limits:

- Donation to assist individual representing Victoria or Australia \$150
- Donation to assist a group representing Victoria or Australia \$250

**Delegation**

Authority is delegated to the Chief Executive Officer or their delegate to consider allocations under this policy and to exercise any discretion they see fit.

**4. IMPLEMENTATION AND REVIEW**

That consideration be given during the Budget process as to funding levels.

That recipients be required to report to Council on the results of their participation.



# INVESTMENT ATTRACTION POLICY

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**Policy No: 8.5**

**Date Adopted: 24/5/2006**

**File No: GEN001688**

**Revised:**

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## 1. INTRODUCTION

The Colac Otway Shire is committed to facilitating a healthy and resilient economy through effective leadership, advocacy and partnership.

Council facilitates economic development by 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, facilitation of industry and business engagement in workforce planning and development issues. The Shire also has a role in leading a municipal response to the impact of climate change and identifying opportunities for sustainable 'green collar industry growth and development'.

## 2. RELATIONSHIP TO COUNCIL PLAN

This policy relates directly to the Council Plan .

Council is committed to driving economic development, including the following key areas:

- Agriculture
- Education and Training
- Health and Community Services
- Retail and Professional
- Tourism
- Town Development
- Partnership and Regional Structures

Council's Economic Development Unit delivers the commitment through the Economic Development Action Agenda 2009/2012 with a focus on the following key initiative areas:

- Workforce development
- Infrastructure
- Climate Change
- Business Development
- Regional Planning
- Council's Leadership
- Marketing and Promotion

## 3. WHAT COUNCIL CAN OFFER BUSINESSES

The Colac Otway Shire has a strong commitment to creating a high quality business environment that develops new jobs, fosters innovation in technology and diversifies the economic base. Council provides a range of services to assist business development, including:

- Identification of developmental Sites
- Infrastructure advice
- Assistance with planning processes to facilitate development approvals
- Introductions to business, authorities and organisations within the Shire
- Relocation and expansion assistance
- Links to government, business and employment support programs
- Access to statistical and general information, feasibility studies and other reports that may assist business.
- Access to business and community network contacts
- Access to people with skill and expertise in business development and marketing through Otway Business Inc, Apollo Bay Chamber of Commerce and Tourism and Otway Tourism Inc.

#### 4. SPECIAL DEVELOPMENT ASSISTANCE

Under certain circumstances Council may provide special assistance to encourage business development.

Council is prepared to negotiate with investors on an individual case basis in relation to development assistance which may be offered. The decision to grant special development assistance will be made by Council and a decision whether to disclose such will be made concurrently (in-line with point 6 of this policy).

To be considered for assistance a developer must be a 'preferred business' which leads to a considerable community benefits.

A 'preferred business' is a business which in the opinion of Council meets the following criteria:

- Employs or has the potential to employ new or retain employees.
- Has a strong supply base or economic links in the local area.
- Has the potential to provide a new industry type or source of economic input into the community.
- Competes with the outside market within or external to Australia.
- Is financially sound.
- Has a long term commitment to the region.
- Can demonstrate environmental sustainability.

#### 5. TYPE AND LEVEL OF ASSISTANCE

The level and types of assistance which may be offered by Council will be determined on an individual case by case basis related to the requirements of the individual business.

#### 6. DISCLOSURE

In any instance where development assistance is provided by Council it will be disclosed after the final negotiations have concluded through media releases and inclusion in the Council's Annual Report.

However, where the developer has submitted a written request that information relating to development assistance remain confidential due to reasons relating to "Commercial-in-Confidence", a special resolution of Council is required to withhold such information. The written request must contain the reasons why Council should withhold the details of assistance.

#### 7. IMPLEMENTATION & REVIEW

This policy will be implemented by Council and is subject to a periodic review.



# **MATERNAL AND CHILD HEALTH SERVICES POLICY**

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**Policy No: 10.1**

**Date Adopted: 24/5/2006**

**File No: GEN01688**

**Revised:**

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**1. INTRODUCTION****Policy Statement**

The Colac Otway Shire Maternal & Child Health Service will provide a universal, accessible, non-stigmatised, child centred, family focused primary health care program so as to maximise the health potential of children 0 – 6 years, their mothers and families in our community.

**2. POLICY PRINCIPLES**

The principles of the Maternal and Child Health Service are:

- Provide a free, equitable, flexible and accessible service to users.
- Be based on the principles of Best Value, this includes consultation with parents, strategic planning, benchmarking, and providing transparent objectives and their outcomes.
- Employ registered maternal and child health nurses.
- Be accessible through a number of strategically located service provision Centres.
- Network with allied support services.
- Respect the rights of service users including their rights to confidentiality.
- Recognise and respond to the diversity of communities.
- Be receptive and responsive to changing community and individual needs.
- Promote safe and friendly approaches to service provision.
- Provide for the special needs of clients.
- Research, monitor and evaluate Maternal and Child Health issues to provide for effective planning, development and service delivery.

**3. RELATIONSHIP WITH COUNCIL PLAN**

Under the Key Result Area – Community Health and Wellbeing is 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”.

**4. OBJECTIVES**

- To promote, provide and co-ordinate quality care and support services for families and children.
- To promote, maintain and improve the health and well-being of children aged 0-6 years through the provision of a family centred service.
- To provide parents with a knowledge and understanding about their children's development through individual consultation, community consultation and group information sessions.
- To assess, screen and monitor children 0-6 years and advise on health, behaviour, growth and development. This is to reduce preventable premature mortality, the impact of disability, the incidence of vaccine preventable disease, and the incidence of adult disease which originate in childhood.
- Identify deviations from the norm and refer as appropriate.
- Support families to develop confidence and competence in their parenting role and facilitate the development of support networks.
- Enhance family and social functioning.
- To ensure access to the Service by all groups and they are treated fairly and equitably.
- Accurate and timely completion of records and administrative duties, and the fulfilment of all funding requirements.
- To deliver in co-operation with allied health services a holistic approach to support children and their families.

## 5. SERVICE DELIVERY

The majority of sessions are by **appointment**. These are arranged for critical stages of the infant or child's development. They provide the opportunity for longer consultations and privacy for mothers/families.

**Home visits** are provided for parents of newborn babies. These are conducted within 10 days of birth. **Home visits** will be conducted at other times when there is a special need for the mother or infant.

*An Enhanced Maternal and Child Health Service is provided which assertively responds to children and families at risk of poor outcomes, particularly children for whom there are multiple risk factors or indications of a significant level of risk. This Service is provided in addition to the suite of services offered through the universal Maternal and Child Health Service, by providing a more intensive level of support, including short-term case management in some circumstances. This may be provided in a variety of settings such as the family's home, the maternal and child health centre or other location within in the community.*

For Occupational Health and Safety requirements **home visits** will not be conducted outside standard home visiting arrangements without approved procedures from Council's Occupational Health & Safety Committee.

A Maternal and Child Health telephone line is available 24 hours a day to provide support when the local Maternal and Child Health nurse is unavailable. The telephone number is 132229. Critical **after hour's** support can be obtained from the local hospital and doctor service. The Maternal and Child health Nurse may be contacted **after hours** in special circumstances to provide advice or coordinate assistance.

## 6. SERVICE LOCATION

There are 12 service centres provided strategically throughout the shire. These are provided in both purpose built facilities as well as in partnership with other allied health service providers.

The Centres are located in the following townships.

**Apollo Bay**  
**Beeac**  
**Beech Forest**  
**Birregurra**  
**Carlisle River**  
**Colac**  
**Cororooke**  
**Cressy**  
**Forrest**  
**Gellibrand**  
**Lavers Hill**  
**Swan Marsh**

## 7. NETWORKING WITH OTHER AGENCIES

The Maternal and Child Health Service will work in a collaborative manner with other agencies to ensure that the best and most appropriate support services and structures available are provided when needed. The Maternal and Child Health Nurses are core service providers. Their role is pivotal for ensuring and monitoring all referrals.

There are a number of services and groups that Council's Maternal and Child Health Service networks with. These include:

- **Child First Program** (Colac Area Health) - to reduce the number of children that are notified or re-notified to Child Protection.
- **Early Years Network** (Colac Early Years Agencies) - meets to provide increased interaction between local services, shared learning, support, professional development and to develop and implement agreed actions for the group and Early Years community.
- **Colac Settlement Committee** – to provide for the needs of migrants and refugees.
- **Post Natal Depression** (Colac Area Health) – to work with professionals and community members to support the needs of women through group courses and by other support mechanisms.

#### 8. SERVICE STANDARDS

Principles and objectives of the Maternal and Child Health Service will be achieved and maintained through Best Value, the Maternal and Child Health Business Plan, Service Improvements Plans (as required by the Department of Human Services) and individual Performance Management processes.

#### 9. FUNDING

This service is funded by the Department of Education and Early Childhood Development through its Universal Maternal and Child Health Program, Enhanced Maternal and Child Health Service and the Flexible Hours Service. Council will contribute funding towards the core Maternal and Child Health Program and will provide additional services required to meet service objectives and special needs customers.

#### 10. IMPLEMENTATION AND REVIEW

This policy will be implemented by all Maternal and Child Health Services staff and will be subject to periodic review.



# **RATES ASSISTANCE TO COMMUNITY GROUPS POLICY**

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**Policy No: 11.1**

**Date Adopted: 24/5/06**

**File No: GEN01688**

**Revised:**

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## 1 INTRODUCTION

This policy relates to the granting of rates assistance to community groups in accordance with the provisions of sections 169 and 171 of the Local Government Act 1989.

The aim of the policy is to establish criteria for determining eligibility of groups to receive Council assistance for payment of rates and charges.

Only groups that:

- can demonstrate payment of rates and charges would cause financial hardship
- have a significant local membership base
- they provide a benefit to the local community
- are actively trying to generate sufficient income to survive, or
- provide exceptional benefit to the local community

will be eligible to receive assistance.

## 2 RELATIONSHIP TO COUNCIL PLAN

Council's vision is to work together with our community to create a sustainable, vibrant future.

Council's mission is to 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.

It is considered that providing assistance to pay rates to appropriate clubs/organisations to assist their continued existence is in keeping with this vision and mission.

The policy is aimed to assist groups that:

- (a) meet a genuine need that exists within the community;
- (b) genuinely require assistance in order to remain active.

## 3 POLICY

### 3.1 Principles

The following principles should be considered when assessing an application for rates assistance:

- (a) the organisation should be incorporated and a registered charity for taxation purposes.
- (b) organisations that have a capacity to pay rates and charges (ie: they generate enough income to allow them to pay rates and charges and not be adversely affected) should not receive assistance from Council.

- (c) the applicant must be responsible for payment of rates and charges
- (d) the existence of the organisation must provide a "significant" benefit to a "sizeable" proportion of the community.
- (e) the organisation must demonstrate that it is viable and will continue to provide benefit to the community.
- (f) groups applying for assistance must be able to demonstrate that payment of rates or charges would (or be likely) to cause financial hardship.
- (g) the group must not be receiving assistance under the Cultural and Recreational Lands Act or any other assistance from Council.
- (h) the group should not receive significant funding (ie: up to 30% of their income) from other levels of government or other agencies.
- (i) the group should have "significant" local (ie: within Shire) membership.
- (j) the group should not be simply a branch of a larger statewide/national organisation.
- (k) the group should have a limited capacity to pay rates and charges (eg: rates /charges payable are greater than 20% gross income) despite actively seeking to raise sufficient income.
- (l) the group must be able to demonstrate that it provides "significant" benefit to the Shire, local community or a particular group that would otherwise be disadvantaged if the organisation did not exist.
- (m) the group should have been in existence for a reasonable period of time and be able to demonstrate they are likely to continue their existence in the future. (eg: whether by succession plans, junior development programs etc) .

### 3.2 Implementation

Applicants will be able to apply for assistance at any stage throughout the year.

The application will be assessed against the criteria and a recommendation made to Council.

Applicants will be required to submit a formal application and provide the following supporting information:

- audited statement of accounts from the last two financial years
- membership statement
- business plan/statement

All applications will be assessed on their merits as it is acknowledged that applicants may not meet all of the above principles/criteria. Therefore a flexible approach will be taken in regard to provision of the above information.

For instance, if an organisation does not have a formal Business Plan, they would not be required to prepare one in order to obtain assistance. They will however be requested to provide the type of information that would be included in a Business Plan document.

Similarly, if an applicant does not meet the above principles/criteria but can provide overwhelming evidence why it should receive assistance, it may also be considered .

### **3.3 Level of Assistance to Be Provided**

50% of Rate and Municipal Charge (unless directed otherwise by Council).

All organisations that receive the Waste Management Service are required to pay the Waste Management charge as it is a user pays charge.

### **3.4** The amount of rates and charges waived under this policy is to be reported to Council on an annual basis.

## **4. REVIEW**

This policy is to be implemented by Council and is the subject of periodic review.



# **ASSISTANCE TO RATES DEBTORS IN HARDSHIP POLICY**

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**Policy No: 11.4**

**Date Adopted: 28/3/2007**

**File No: GEN0123**

**Revised:**

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## 1. INTRODUCTION

This policy relates to the granting of assistance to outstanding rates debtors in accordance with the provisions of section 171 of the Local Government Act 1989.

The aim of the policy is to:

- (i) establish principles to apply when an application for assistance is received,
- (ii) identify the type of assistance that may be granted,
- (iii) establish a procedure for assessment of applications received.

The policy is aimed to assist property owners that are experiencing medium to long term financial difficulty.

The policy also seeks to provide assistance to long term rates debtors that find their rates debt is totally unmanageable with little or no chance of being paid.

The aim of this policy is to assist the debtor to implement an achievable repayment strategy by limiting the ultimate amount to be paid. It is expected that if Council is prepared to limit the amount to be repaid, the debtor will reciprocate by making a concerted effort to at least repay the principal outstanding.

## 2. RELATIONSHIP WITH COUNCIL PLAN

Council's vision is to work together with our community to create a sustainable, vibrant future.

Council's mission is to 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.

It is considered providing assistance to approved outstanding rates debtors is in keeping with this Vision and Mission.

## 3. OBJECTIVES

### 3.1 Current Debt Recovery Process

All rates (excluding instalment payers and payment arrangements) are due to be paid in full by 15<sup>th</sup> February each year.

A Final Notice is sent in mid March to all rates debtors (excluding instalment payers and payment arrangements) with an outstanding rates balance.

Accounts with a balance of greater than \$150 remaining unpaid or for which no payment arrangement has been made, as at the end of March are then referred to Council's debt collection agency for initiation of legal action. This results in a letter of demand being sent to the debtor.

Where the balance still remains unpaid or no payment arrangement is made, the matter is lodged at the Magistrates Court and a Summons is served upon the debtor.

### 3.2 Charging of Interest

Interest is charged on all outstanding balances in accordance with the provisions of section 172 of the Local Government Act 1989. Interest raised in the current year is added to any other "arrears" at the end of the financial year and become "arrears" in the next financial year.

### 3.3 Sale of Property for Debt Recovery

Under the provisions of section 181 of the Local Government Act 1989, Council may sell a property for the recovery of unpaid rates and charges.

Sale of a property for debt recovery purposes will only be undertaken as a last resort where all other means of recovering outstanding rates have failed or where all attempts to locate the owner of the property have been unsuccessful.

## 4. POLICY

### 4.1 Criteria and Guidelines:

Applications for financial assistance from eligible rates debtors will be considered by Council officers under delegation.

The following criteria and guidelines should be considered when assessing an application for rates assistance:

- (a) the rates payable must relate to the applicants primary place of residence.
- (b) applications for rates assistance for residential investment, commercial or industrial properties will NOT be granted.
- (c) applications for rates assistance for Farms or commercial properties that are also used for residential purposes will NOT be granted, unless the residential part of the property is separately assessed for rates. In such cases, the relationship of the applicant to the adjoining business activity and gross income generated by that activity will be taken into consideration.
- (d) the amount outstanding must be more than the current years rates and charges
- (e) the debtor must be experiencing demonstrated financial hardship,
- (f) the debtor must be able to demonstrate the requirement to pay the full amount outstanding would exacerbate existing financial hardship,
- (g) the debtor must show they are prepared to contribute towards the longer term payment of outstanding principal. To this end, a "Debt Finalisation Date" must be nominated by the debtor.
- (h) the debtor must demonstrate they are able to honour payment arrangements they have made
- (i) Council expects that the debtor is making legitimate attempts to ensure money is available to make rates and charges payments
- (j) Council accepts that primary residence mortgage payments, utility services, property and health insurance and car loan and registration payments are essential and take precedence over rates and charges payments. That being so, this does not exclude the rates and charges debt from being paid and does not mean penalty interest will not be charged.
- (k) Council requires the debtor to advise Council if they decide to sell the property before the Debt Finalisation Date. Interest on the outstanding balance may then be applied if it is deemed appropriate.

- (l) Council requires the debtor to provide a Statutory Declaration of all income and expenses, assets and liabilities and potential sources of income. This includes details of shares portfolios, business partnerships, joint ventures etc. Copies of documentary evidence (eg: Tax returns etc) may be required to be presented at Council's discretion.
- (m) Council may arrange for the information provided in (i) above to be assessed by independent professionals if considered necessary.
- (n) Council may require the debtor to meet with professionals involved in the assessment of the application

*All information received by Council or professionals engaged in the assessment process will be treated as strictly confidential*

## 5. IMPLEMENTATION & REVIEW

- (i) Applicants are able to apply for assistance at any stage throughout the year. All applications are to be received by the Property and Rates Co-ordinator (PRC).
- (ii) The application will be assessed against the above criteria by the PRC. All applications will be assessed on their merits as it is acknowledged that applicants may not meet all of the above principles/criteria. Therefore, a flexible approach will be taken in regard to provision of the above information.
- (iii) If necessary, the application will be referred to Colac Area Health's Financial Counselling Service or a similar service, for independent assessment. This referral may be at the instigation of the PRC or the applicant. Colac Area Health or a similar service will then make a recommendation to the PRC.
- (iv) A report and final recommendation will be presented to the General Manager, Corporate and Community Services (GMCCS). The report must include details of the appraisal of the application by either the PRC or the independent assessor.
- (v) The GMCCS will consider a recommendation on the application and if deemed necessary, refer the matter to an In Committee Council meeting. . In doing so, the principles of the Information Privacy Act 2000 will be observed.

### Level of Assistance to Be Provided

Interest raised or a portion thereof may be waived and no further interest raised until the debt finalisation date.

Rates, Municipal Charge and Waste Management Charge and any other charges raised will be required to be paid.

The amount of interest waived and an estimate of interest forgone under this policy is to be reported to Council on an annual basis.

### Review

This policy is to be implemented by Council and is the subject of periodic review.



# **RESIDENTIAL PROPERTIES DEEMED TO BE NOT RATEABLE AS USED FOR CHARITABLE PURPOSES POLICY**

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**Policy No: 11.5**

**Date Adopted: 28/3/2007**

**File No: GEN01688**

**Revised:**

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## 1. PURPOSE

The purpose of this policy is to establish guidelines for the assessment of the rateability of properties that are used to provide residential accommodation for members of the community, where these properties are owned by charitable or community organisations.

## 2. RELATIONSHIP WITH COUNCIL PLAN

Council's vision is to work together with our community to create a sustainable, vibrant future.

Council's mission is to 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.

It is considered providing assistance to approved outstanding rates debtors is in keeping with this Vision and Mission.

## 3. SCOPE OF THE POLICY

The policy applies to properties owned and/or operated by organisations that are registered with the Australian Tax Office as "charitable organisations" or are "not for profit" organisations.

The organisation must directly use the property for the provision of residential accommodation.

A fee or rental for residential accommodation may be charged but all income derived must be used to defray the costs of providing the accommodation and /or ancillary services provided by the organisation.

## 4. LEGISLATIVE FRAMEWORK

Section 154 (2)(C) of the Local Government Act 1989 states that any part of land if that land is used exclusively for charitable purposes is to be "not rateable" land.

Legal opinion is that the provision of residential accommodation by a charitable organisation could, in itself, be a charitable purpose, provided the resident does not have *exclusive occupancy* of the dwelling.

Exclusive occupancy is denoted by the resident enjoying a high level of autonomy from the accommodation provider. As such, a property used to provide residential accommodation to a resident would be rateable if the resident was deemed to be in *exclusive occupation* of the unit.

**5. POLICY**

Properties used to provide residential accommodation for a fee or rental will be deemed not rateable provided the resident does not enjoy *exclusive occupancy* of the dwelling.

Whether or not the resident enjoys exclusive occupancy of the dwelling will be assessed using the attached criteria (Attachment 1).

The subject property must be used directly for the provision of residential accommodation and must be owned or operated by an organisation that is:

- registered with the Australian Tax Office as "charitable organisation"
- is a "not for profit" organisation
- is an organisation that exists for the purpose providing accommodation and other residential care services to clients.

**6. IMPLEMENTATION**

Properties considered likely to be eligible to be deemed not rateable under this policy will be assessed against the attached criteria to ascertain whether residents have exclusive occupation of the dwelling/s.

Property owners may also apply for consideration of the rateable status of their property. These properties will also be assessed against the attached criteria.

The policy will be implemented by the Property and Rates Co-ordinator. Decisions made by that officer will be overseen by the General Manager, Corporate and Community Services.

**7. REPORT TO COUNCIL**

The amount of rates and charges waived and forgone each year is to be reported annually to Council.

**8. REVIEW**

This policy is to be the subject of a periodic review.

**9. CRITERIA FOR ASSESSING "EXCLUSIVE OCCUPANCY"**

A list of criteria to be used in assessing whether or not a resident has exclusive occupancy of a dwelling is attached. The list of criteria is not an exhaustive list and other relevant criteria should be considered as they become apparent.

## Attachment 1

### Assessment of Exclusive Occupation

Property Address:

|    | Aspect of Tenancy                                                                    | Applicant's Response | In Exclusive Occupation |
|----|--------------------------------------------------------------------------------------|----------------------|-------------------------|
| 1  | Are residents responsible for "day to day" management of unit?                       |                      | Yes                     |
| 2  | Do residents pay for services used (eg; utilities)?                                  |                      | Yes                     |
| 3  | Do residents regard units as their private home?                                     |                      | Yes                     |
| 4  | Are units completely self contained?                                                 |                      | Yes                     |
| 5  | Does each unit have an entrance/exit separate from other units?                      |                      | Yes                     |
| 6  | Are residents free to invite visitors to stay in the unit?                           |                      | Yes                     |
| 7  | Does the accommodation provider retain right of entry at their discretion?           |                      | No                      |
| 8  | Does accommodation provider retain a key to units?                                   |                      | No                      |
| 9  | Are residents free to furnish flats as they wish?                                    |                      | Yes                     |
| 10 | Are residents free to paint walls or make internal structural changes to unit etc    |                      | Yes                     |
| 11 | Do residents select which unit they want to live in?                                 |                      | Yes                     |
| 12 | Is permission required for certain activities (eg; keeping pets)                     |                      | No                      |
| 13 | Is resident required to notify accommodation provider of intended absences?          |                      | No                      |
| 14 | Are standards for cleanliness of units prescribed by accommodation provider?         |                      | No                      |
| 15 | Is building insurance provided by accommodation provider?                            |                      | No                      |
| 16 | Is a "Superintendent" available for repairs, assistance etc                          |                      | No                      |
| 17 | Is the tenancy covered by a standard (REIV) tenancy agreement?                       |                      | Yes                     |
| 18 | Is resident able to be moved to other accommodation by accommodation provider?       |                      | No                      |
| 19 | Is tenancy part of a staged aged care program offered by the accommodation provider? |                      | No                      |
| 20 | Are other institutional services provided by the accommodation provider?             |                      | No                      |

**OUTCOME:**

From 20 listed criteria that denote a resident has "exclusive occupation", these units match xxx of the criteria.

As this represents xxx% of the listed criteria, it is considered residents in these units do /do NOT enjoy exclusive occupancy.



# INFORMATION PRIVACY POLICY

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**Policy No: 18.2**

**Date Adopted: 24/05/06**

**File No: GEN01688**

**Revised:**

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## 1. INTRODUCTION

The purpose of the Information Privacy Policy is to meet the information privacy principles (IPPs) and health privacy principles (HPPs) set out in the Information Privacy Act 2000 and the Health Records Act 2001 in relation to the management and handling of personal and health information within the public sector.

## 2. RELATIONSHIP WITH COUNCIL PLAN

Part of Council's Mission is to provide effective leadership, governance and financial accountability. The Information Privacy Policy is a part of having important governance processes and policies in place.

## 3. POLICY

### 3.1 Policy Rationale

All Councils are required to comply with the ten Information Privacy Principles (IPPs). The IPPs establish protective standards for the handling of personal and/or sensitive information throughout its life cycle, from collection to use and disclosures, storing, security, accessibility and disposal.

The main purposes of the Information Privacy Act and the Health Records Act 2001 are:

- To establish a regime for the responsible collection, storage, handling and disclosure of personal information;
- To provide individuals with right of access to information about themselves which is held by the organisation;
- To provide individuals with the right to request an organisation to correct and amend information about themselves held by the organisation, including information held by contracted service providers.

### 3.2 Policy applies to:

This policy applies to all employees, Councillors, members of committees and contractors of the Colac Otway Shire.

This policy covers all personal and health information held by the Shire, that is, information or an opinion about an individual whose identity is apparent, or can be reasonably ascertained from that information or opinion. This includes information collected in any format including correspondence, in person, over the phone, and over the Internet.

The policy also covers personal information that has been sourced from third parties.

### 3.3 Privacy Statements

- (a) A general statement outlining Council's position on the handling of personal information will be used at all points of collection and all outgoing correspondence that may request personal or health information. This will include Council's website, advertising material, standards forms and correspondence requesting personal or health information.
- (b) Forms collecting information that is to be used for a specific purpose will include a privacy statement on the form including the purpose of collection.
- (c) All Council's privacy statements will be published confirming Council's commitment to information and health privacy principles either as a broad advertising exercise or on each individual form.

### 3.4 Council's Information Privacy Principles

Colac Otway Shire will manage personal information as outlined in the following principles:

#### (a) Collection

- (i) Colac Otway Shire will only collect personal information that is necessary for specific and legitimate functions of Council. Information will be collected by fair and lawful means.
- (ii) Council will advise individuals, where possible, of the purposes for which their personal information is being collected and of those third parties to whom the information is usually disclosed.
- (iii) Sensitive information will only be collected where the individual has consented or collection is required or permitted by law.
- (iv) Sensitive information (as defined in this policy) will be treated with security and confidentiality and only used for the purpose for which it was collected.

#### (b) Use and Disclosure of Information

Colac Otway will not use or disclose information about an individual other than for the primary purpose for which it was collected unless one of the following applies:

- It is for a related purpose that the individual would reasonably expect;
- Where Council have the consent of the individual to do so;
- If, as defined in the Health Act 2001, the individual is incapable of giving consent;
- As required or permitted by the Information Privacy Act or any other legislation.

#### (c) Data Quality

Council will take reasonable steps to ensure that all personal information collected, used or disclosed is accurate, complete and up to date.

#### (d) Data Security and Retention

- (i) Council will take reasonable measures to prevent misuse or loss or unauthorized access, modification or disclosure of personal and health information.
- (ii) Personal and health information will be managed confidentially and securely and destroyed or archived in accordance with the Victorian Local Government General Disposal Schedule.
- (iii) Council will monitor and implement reasonable and appropriate technical advances or management processes, to provide an up to date ongoing safeguard for personal information.

#### (e) Openness

The Colac Otway Shire Information Privacy Policy will be available on request and placed on Council's website.

#### (f) Access and Correction to Information

- (i) Individuals have a right to request access to any personal or health information held about them, and may request any incorrect information be corrected.

- (ii) Council may decide not to allow access to personal information in accordance with the exemptions contained within Information Privacy Act 2000 and Health Records Act 2001.

**(g) Unique Identifiers**

Council will not assign, adopt, use, disclose or require unique health or other identifiers from individuals except for the course of conducting normal business or if allowed or required by law.

**(h) Anonymity**

- (i) Council will, where it is lawful and practicable, give individuals the option of not identifying themselves when entering into transactions with Council.

- (ii) Council will ensure that individuals are aware of all, if any, limitations to services if the information required is not provided.

**(i) Transborder Data Flows**

Colac Otway Shire will only transfer personal or health information outside of Victoria in accordance with the Information Privacy Act 2000 and the Health Records Act 2001.

**(j) Sensitive Information**

Colac Otway Shire will not collect sensitive information unless when the individual has consented or collection is required or permitted by law or when necessary for research or statistical purposes as permitted under the Information Privacy Act 2000.

**(k) Transfer of Closure of Health Service**

Health information relating to a discontinued Council health service will be managed in accordance with the Health Records Act 2001.

**(l) Making Health Information Available to Another Service Provider**

Council's Health Services will provide health information to other health providers in accordance with the Health Records Act 2001.

**4. DEFINITIONS**

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, but does not include information about an individual who had been dead for more than 30 years.

**Health Information** means information or an opinion about the physical, mental, psychological health of an individual, disability of an individual or a health service provided or to be provided to an individual.

**IPPs – Information Privacy Principles.** A set of principles that regulate the handling of personal information.

**HPPs – Health Privacy Principles.** A set of principles that regulate the handling of health information.

**Sensitive Information.** Personal information or an opinion about an individual's:

- race or ethnic origin;
- political opinion;
- membership of a political association;
- religious beliefs or affiliations;
- philosophical beliefs;
- membership of a professional trade association;
- membership of a trade union;
- sexual preferences or practice; or
- criminal record.

## 5. ROLE OF PRIVACY OFFICER

The Privacy Officer will also be the Health Records Officer and will handle enquiries, complaints or adjustments regarding personal or health information. Written requests for information will be responded to in writing within 10 working days of receipt unless the request is covered by *Freedom of Information Act*.

Complaints will be directed to Council's Privacy Officer in the first instance however, should any person feel still aggrieved they may approach the Government's Privacy Commissioner or Health Services Commissioner for resolution.

Council's Privacy Officer is the General Manager, Corporate and Community Services. In his or her absence the Manager Organisation Support and Development is the Council's Privacy Officer.

## 6. COMPLAINTS

If a person is aggrieved by Council's handling of personal information, they may make a complaint to Council's Privacy Officer. The complaint will be investigated as soon as possible (but no later than 5 business days) and they will be provided with a written response. Alternatively, they may make a complaint to the Privacy Commissioner (although the Commissioner may decline to hear the complaint if a complaint has not been made to Council in the first instance).

## 7. IMPLEMENTATION AND REVIEW

This policy will be implemented by Council and is subject to periodic review.

## ATTACHMENT

Information Privacy Guidelines



## Information Privacy Guidelines

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Information Privacy Act 2000  
Health Records Act 2001

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**INFORMATION PRIVACY  
GUIDELINES**

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## INFORMATION PRIVACY GUIDELINES

### COMPLIANCE PURPOSE

This Council complies with the Victorian Government Information Privacy Act No. 98/2000 and Health Records Act 2001 (Vic).

The main purpose of these Acts are:

- To establish a regime for the responsible collection, storage, handling and disclosure of personal/health information;
- To provide individuals with rights of access to information about themselves which is held by the organisation;
- To provide individuals with the right to request an organisation to correct and amend information about themselves held by the organisation, including information held by contracted service providers.

Council **must** conform with the privacy principles contained in the Acts, listed as follows:

|                     |                                                                 |
|---------------------|-----------------------------------------------------------------|
| Principle 1 -       | Collection                                                      |
| Principle 2 -       | Use and Disclosure                                              |
| Principle 3 -       | Data Quality                                                    |
| Principle 4 -       | Data Security                                                   |
| Principle 5 -       | Openness                                                        |
| Principle 6 -       | Access and Correction                                           |
| Principle 7 -       | Unique Identifiers                                              |
| Principle 8 -       | Anonymity                                                       |
| Principle 9 -       | Trans-border Data Flows                                         |
| Principle 10-       | Sensitive Information                                           |
| Principle 10A (HPP) | Closure of the practice of a Health Service provider            |
| Principle 11(IHPP)  | Making information available to another health service provider |

### Other Bodies Bound by Act

Council provides some services through third party contractors. Where a contractor breaches the IPPs the council will be held responsible, unless the contractor has agreed to be bound by the IPPs in an enforceable contract with the Council.

Contracted service providers including subcontractors to them, are to be alerted to Council's Information Privacy Policy on the basis that compliance with Information Privacy Policies is a requirement in any new contract and compliance is sought in all existing contracts



## PRINCIPLE 1- COLLECTION

Council will only collect personal/health information that is necessary for specific and legitimate functions and activities. This information will be collected by fair and lawful means and not in an unreasonably intrusive way.

Council will provide details of:

- why it is collecting personal information;
- how that information can be accessed;
- the purpose for which the information is collected;
- with whom the Council shares this information;
- any relevant laws; and
- the consequences for the individual if all or part of the information is not collected.

Under normal circumstances Council will collect personal/health information about an individual only from that individual. However, if Council collects personal information about an individual from someone else, Council will take all reasonable steps to ensure that individual is informed of his or her rights relating to the information collected.

### GUIDELINES (for Principle 1)

Council staff should have a clear purpose for collecting each piece of personal/health information. This purpose should be decided before collecting the information. Collecting information with no identifiable purpose is not acceptable.

Currently, Council provides a wide range of services to the community within a broad legislative environment. Council holds personal/health information for the purposes of enabling subsequent contact, ascertaining correct property ownership within Councils' boundaries and allocating rate liability and further, undertaking specific client functions within various service environments.

#### What should Council staff do to avoid asking irrelevant questions?

- Staff should check forms and interview questions and work out how they are necessary for, or directly related to, the purpose of collection;
- Staff should generally only ask for information about relevant people - they should not ask for information about a whole group of people if they only need information about some members of the group;
- Staff should clearly understand IPPs 1-2, and the range of questions they can ask.

#### Unnecessary recording of information

Sometimes, Council staff get personal/health information that is not necessary for or related to any purpose of Council. This includes:

- when people send information to Council without Council asking for it; or
- when Council asks for some information, but people give it more information than it asked for.

As soon as practical after it receives personal/health information, Council will decide whether it is relevant to what Council does. If information is not relevant, Council will not keep it in its records. If records are destroyed they will be done in line with procedures re. disposing of confidential information. Council will also give consideration to the Public Records Act which takes precedence over the Information Privacy Act and Health Records Act.

### **Giving people full information about the collection**

Collectors should tell the person giving the personal/health information:

- who is collecting the information (if this is not obvious from the circumstances);
- why they are collecting the information (so long as this does not involve mentioning information about someone else illegally);
- whether the information is likely to be passed on to others, who that organisation is and the secondary purpose for which it is likely to be used; and
- what things might happen (good or bad) if the person does or does not give the information.

### **When is collecting personal/health information intrusive?**

Collecting personal/health information will be intrusive if it involves:

- asking questions about sensitive personal affairs;
- ways of collecting personal/health information that require physically touching people, observing their bodily functions, or that invade their private property;
- repeatedly and unnecessarily asking for the same personal/health information.

Staff should think carefully before they use an intrusive method of collecting personal information. The Act requires the least intrusive method, based on the importance of its purpose of collection and other circumstances.

### **Forms**

A privacy note should be included on forms used to capture and collect personal/health information.

### **Definition of Personal Information**

"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, but does not include information of a kind to which schedule 2 of the Information Privacy Act 2000 applies (ie. health information, which is regulated by the Health Records Act 2001).

For example, "personal information" includes:

- name, age, weight, height;
- income, purchases and spending habits;
- blood type, DNA code, fingerprints;
- marital status and religion;
- education;
- home address and phone number.
- employee details

"Personal Information" is information directly related to the personal affairs of an individual that enables or could enable the person to be identified. This includes personal information relating to both clients of Council and Council staff.

While the definition of personal information is broad, the Act excludes certain types of information from the definition. The most significant exceptions relate to health information (such as the physical, mental or psychological health of an individual) and personal information that is contained in a document that is a generally available publication.

#### **Definition of Health Information**

Under the Health Records Act *health information means* information or an opinion about:

- the physical, mental or psychological health of an individual; or
  - a disability of an individual; or
  - an individual's expressed wishes about the future provision of health services to him or her; or
  - a health service provided, or to be provided, to an individual that is also personal information;
- or

Other personal information collected to provide or in providing, a health service, or

Other personal information about an individual collected in connection with the donation, or intended donation, by the individual of his or her body parts, organs or body substances, or

Other personal information that is genetic information about an individual in a form which is or could be predictive of the health (at any time) of the individual or of any of his or her descendants.

#### **Does Council only have to tell a person the main reason for collecting the information?**

Normally, the purpose of collection depends on the reason Council is collecting the personal/health information at the time it collects the information. However, sometimes Council knows the information will also be used for other purposes. The Council will stipulate the purpose in broad enough terms to include all potential uses

It will often be necessary to look carefully at the facts and context in which information is being used to determine whether it falls within the definition of personal/health information or not.

### **PRINCIPLE 2 -USE AND DISCLOSURE**

Council will not use or disclose personal/health information for a purpose other than the primary purpose or a directly related secondary purpose except for those conditions specified in the Act or where the use or disclosure is specifically authorised under an Act. In any other circumstance Council will contact the individual to gain consent.

#### **GUIDELINES (for Principle 2)**

##### **What is a use?**

Use is interpreted broadly. It relates to managing personal/health information within the course of Council business. This includes:

- searching records for any reason;
- using personal/health information in a record to make a decision;
- inserting personal/health information into a data base

##### **What is a disclosure?**

Disclosure may be interpreted as, a release, publication or revelation of personal information by the council. A disclosure can occur both within a Council and Council.

For example,

- providing personal/health information to a third party whom the Council has contracted to work for it
- providing a record containing personal/health information to a member of the public
- leaving personal/health information on a whiteboard in the Council that other officers may see
- setting up a computer logon which allows someone outside Council to access personal/health information, there is a disclosure each time the outside person accesses the information using that means.

Further, disclosure takes place when members of the public access registers that Councils are required by law to make public (whilst the act of inserting the information into the register may be considered a use).

### **An employee's use or disclosure is treated as that of Council**

If Council's employee uses or discloses personal/Health information in the course of their duties, Council is treated as having used or disclosed that personal/health information.

An employee may still be acting "in the course of their duties" if they use or disclose personal/health information in good faith, not realising that what they are doing is unauthorised or prohibited.

An employee is *not* acting "in the course of their duties" if they use or disclose personal/health information knowing that the use or disclosure is unauthorised or prohibited. These acts are not treated as those of Council.

## **PRINCIPLE 3 -DATA QUALITY**

Council will take reasonable steps to make sure that the personal/health information it collects, uses or discloses, is accurate, complete and up-to-date.

### **GUIDELINES (for Principle 3)**

Council is responsible for the quality of the personal/health information it holds. Council is required to take all reasonable steps to ensure that the personal/health information it holds is accurate and, given the purpose of the information, is relevant, up to date, complete and not misleading. It is therefore the responsibility of Council to ensure that the personal/health information it holds is of high quality.

These are continuing obligations. Council will take reasonable steps to ensure the quality of the personal/health information it holds is accurate, complete and up-to-date throughout the period it holds the information (and not just when the information is collected).

## **PRINCIPLE 4 -DATA SECURITY**

Council will take reasonable steps to protect all personal/health information it holds from misuse, loss, unauthorised access, modification or disclosure.

Council will take reasonable steps to lawfully and responsibly destroy or permanently *de-identify* personal/health information when it is no longer needed for any purpose.

**GUIDELINES (for Principle 4)**

Council policy relates to the security of personal/health information which is accessible to all staff. This includes physical, computer and communications security and gives practical advice on situations that regularly arise in particular areas of the organisation is available from the Privacy Officer.

**Security**

Filing cabinets, safes, compactuses containing records of personal/health information should not be left unlocked. All paper records containing personal/health information should be held on official council files and recorded on council records management system. Files should have security classifications reflecting the importance or sensitivity of the records held on them. Storage and access arrangements will reflect the security classification. Movements of files will be recorded on council records management system.

A clean desk policy, under which all papers are required to be securely stored at the end of the working day rather than left on the desk, is encouraged. This reduces the risk of personal/health information being left lying around and being seen or taken by unauthorised persons. Irrelevant personal/health information, or unrelated personal/health information about third parties, should not be included in any files. If such information is kept, there is a risk that it may be wrongly disclosed or used.

**PRINCIPLE 5 - OPENNESS**

Council will make publicly available its policies relating to the management of personal/health information.

Council will on request, take reasonable steps to provide individuals with general information on the types of personal/health information it holds and for what purposes and how it collects, holds, uses and discloses that information.

**GUIDELINES (for Principle 5)****Council will maintain a record setting out:**

- (a) the nature of the records of personal/health information kept by or on behalf Council;
- (b) the purpose for which each type of record is kept;
- (c) the classes of individuals about whom records are kept;
- (d) the period for which each type of record is kept;
- (e) the persons who are entitled to have access to personal/health information contained in the records and the conditions under which they are entitled to have that access; and
- (f) the steps that should be taken by persons wishing to obtain access to that information.

This principle reflects the fact that, in order to be able to exercise their other rights in relation to the personal/health information that Council hold about them, people must be able easily to find out:

- the existence of personal/health information systems that affect them;
- the nature and extent of those systems;
- the main purposes and uses of those systems; and
- how to gain access to personal/health information held in them.

### **Internal access**

Consideration will be given to which Council staff, by position or function, are entitled to have access to personal/health information held in particular classes of records.

### **Complaints**

Council encourages individuals to send written complaints directly to the Privacy Officer about a breach, or perceived breach, of privacy in the first instance. Alternatively, complaints can be directed to the Privacy Commissioner, although the Privacy Commissioner can decline a complaint if the complainant has not complained directly to the Council.

## **PRINCIPLE 6 -ACCESS AND CORRECTION**

Council will provide access to information held by Council about an individual on request except in specific circumstances as outlined within the Act.

Where Council holds personal/health information about an individual and the individual is able to establish that information is incorrect, council will take reasonable steps to correct information as soon as practicable but within 45 days of the request. If, however, Council denies access or correction, council will provide reasons.

In the event that Council and an individual disagree about the veracity of personal/health information held by Council, council will take reasonable steps to record a statement relating to the disputed information if requested by the individual.

### **GUIDELINES (for Principle 6)**

Where Council has possession or control of a record that contains personal/health information, the individual concerned shall be entitled to have access to that record, except to the extent that Council is required or authorised to refuse to provide the individual with access to that record under the applicable provisions of any law of the State that provides for access by persons to documents (for example FOI).

If Council possesses or controls a record that contains personal/health information, it shall take such steps (if any), by way of making appropriate corrections, deletions and additions as are, in the circumstances, reasonable to ensure that the record:

- (a) is accurate; and
- (b) is, having regard to the purpose for which the information was collected or is to be used and to any purpose that is directly related to that purpose, relevant, up to date, complete and not misleading.

Access to personal/health information held by council must be requested in writing from Council's Information Privacy Officer, and must be adequate to identify the identity of the applicant.

## PRINCIPLE 7 -UNIQUE IDENTIFIERS

Council will not assign, adopt, use, disclose or require unique identifiers from individuals except for the course of conducting normal council business or if required by law. Council will only use or disclose unique identifiers assigned to individuals by other organisations if the individual consents to the use and disclosure or the conditions for use and disclosure set out in the Act are satisfied.

### GUIDELINES (for Principle 7)

A unique identifier is a string of characters, usually a number, used to identify particular individuals. If the same identifier is used by different organisations, it can be a very effective tool for bringing together information about a single individual from a number of different sources.

- 1) Council shall not assign a unique identifier to an individual unless the assignment of that identifier is necessary to enable Council to carry out any one or more of its functions effectively;
- 2) Council shall not assign to an individual a unique identifier that, to Council's knowledge, has been assigned to that individual by another agency.
- 3) If Council assigns unique identifiers to individuals all reasonable steps should be taken to ensure that unique identifiers are assigned only to individuals whose identity is clearly established;
- 4) Council shall not require an individual to disclose any unique identifier assigned to that individual unless the disclosure is for one of the purposes in connection with which the unique identifier was assigned or for a purpose that is directly related to one of those purposes.

## PRINCIPLE 8 - ANONYMITY

Council will, where it is lawful and practicable, give individuals the option of not identifying themselves when entering into transactions with Council.

### GUIDELINES (for Principle 8)

Related to limitations on the collection of personal/health information is the idea that where possible people should be able to go about their business anonymously. People should have the option of not identifying themselves when entering transactions.

While the option of anonymity clearly does give people an opportunity to protect their privacy, a qualification like 'where possible' or 'where practicable' seems necessary to accommodate situations where the effectiveness of a system requires the collection of personal/health information.

## PRINCIPLE 9 -TRANSBORDER DATA FLOWS

Council may transfer personal/health information outside of Victoria only if that data transfer conforms with the reasons and conditions outlined in the Acts.



**GUIDELINES (for Principle 9)**

Council may transfer personal/health information about an individual outside Victoria only if:

- (a) Council reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Information Privacy Principles; or
- (b) the individual consents to the transfer; or
- (c) the transfer is necessary for the performance of a contract between the individual and council, or for the implementation of pre-contractual measures taken in response to the individual's request; or
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between council and a third party; or
- (e) all of the following apply:
  - (i) the transfer is for the benefit of the individual;
  - (ii) it is impracticable to obtain the consent of the individual to that transfer;
  - (iii) if it were practicable to obtain such consent, the individual would be likely to give it; or
- (f) Council has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Information Privacy Principles.

**PRINCIPLE 10 -SENSITIVE INFORMATION**

Council will not collect sensitive information about an individual except for circumstances specified under the Act.

**GUIDELINES (for Principle 10)**

“Sensitive Information” means information or an opinion about an individual’s –

- (i) race or ethnic origin; or
- (ii) political opinions; or
- (iii) membership of a political association; or
- (iv) religious beliefs or affiliations; or
- (v) philosophical beliefs; or
- (vi) membership of a professional or trade association; or
- (vii) membership of a trade union; or
- (viii) sexual preferences or practices; or
- (ix) criminal record – that is also personal information (Schedule 1)

Council will not collect sensitive information about an individual unless:

- (a) the individual has consented; or
- (b) the collection is required by law; or



- (c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:
  - (i) is physically or legally incapable of giving consent to the collection; or
  - (ii) physically cannot communicate consent to the collection; or
- (d) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

However, council may collect sensitive information about an individual if the collection:

- (i) is necessary for research, or the compilation or analysis of statistics, relevant to government funded targeted welfare or educational services; or
- (ii) is of information relating to an individual's racial or ethnic origin and is collected for the purpose of providing government funded targeted welfare or educational services; and
- (iii) there is no reasonably practicable alternative to collecting the information for that purpose; and
- (iv) it is impracticable for the organisation to seek the individual's consent to the collection.

#### **PRINCIPLE 10A (HPP) – CLOSURE OF THE PRACTICE OF A HEALTH SERVICE PROVIDER**

If Council discontinues its health services it will give notice of the closure to past service users.

#### **PRINCIPLE 11 (HPP) – MAKING INFORMATION AVAILABLE TO ANOTHER HEALTH SERVICE PROVIDER**

When Council acts as a health service provider, Council will make health information relating to an individual available to another health service provider if requested to do so by the individual.

#### **ADMINISTRATION AT COUNCIL**

##### **Positions**

Council has appointed an **Information Privacy Officer** to whom all enquiries/complaints about Personal/Health Privacy will be referred. This officer will also be the Health Records Officer.

##### **Charges**

While the Council sees the management of personal/health information in accordance with the Information Privacy Act and Health Records Act as part of its overall policy, the Information Privacy Officer will retain a discretion to apply normal copying charges where copies of information are requested.

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OM092511-6

**APOLLO BAY AND LAVERS HILL JOINT USE  
RECREATION FACILITIES**

|             |                                   |           |              |
|-------------|-----------------------------------|-----------|--------------|
| AUTHOR:     | Marg Scanlon                      | ENDORSED: | Colin Hayman |
| DEPARTMENT: | Corporate &<br>Community Services | FILE REF: | GEN 00374    |

**Purpose**

The purpose of this report is to provide Council with current information pertaining to the joint use arrangements between the Colac Otway Shire and the respective Colleges for the Lavers Hill Indoor Heated Pool and the Apollo Bay Leisure Centre. This report also seeks Council's support to increase the percentage of financial contribution to the Lavers Hill Indoor Pool as per the Committee of Management request.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

Colac Otway Shire has had a history of joint use agreements with the Department of Education and Early Childhood Development specifically with regard to the joint use arrangements for specific recreation facilities. Currently Council have four such agreements in place for the:

- Apollo Bay Leisure Centre in partnership with the Apollo Bay P-12 College;
- Lavers Hill Indoor Heated Pool in partnership with the Lavers Hill P-12 College;
- Bluewater Fitness Centre in partnership with the Colac Secondary College; and
- Beechy Precinct Library (currently under construction) in partnership with the Colac Secondary College

The Apollo Bay Leisure Centre comprises:

- An outdoor 20 metre 6 lane pool
- Indoor single court stadium
- Amenities, office and storage

The Pool facilities were built in 1988 and the Stadium opened in 1981. The Stadium was redeveloped in 2008.

A Development and Joint Use Agreement was established in 2009. This is a 10 year agreement with a further optional 10 year term. This agreement was instigated as a result of the stadium redevelopment works which Council contributed \$170,388 towards the total project cost which was \$415,968.

The community have access to the Apollo Bay Outdoor Pool seasonally in accordance with the hours of operation. The Stadium is available to the community all year out of school hours.

The Lavers Hill Indoor Heated Pool comprises:

- Indoor four lane x 18 metre heated indoor pool
- Change amenities

Adjoining the indoor heated pool is a Single Court Stadium however it should be noted this is not included in the Joint Use Agreement with Council.

The indoor heated pool facilities were built in 1988 and the stadium was officially opened in 1984.

The Joint Use Agreement was established in June 1991 and this is a thirty year agreement. The community have access to the facility through a range of programs such as learn to swim classes and warm water exercise classes provided by Otway Health. Historically casual and membership access was an option however the Lavers Hill Pool Committee of Management is introducing pool supervision in accordance with LifeSaving Victoria Guidelines and subsequently casual access will be limited.

Acknowledging the Apollo Bay Leisure Centre Development and Joint Use Agreement is the new model there are some subtle differences between the two agreements. As per the joint use agreements currently in place, Council is represented on the Lavers Hill Pool Committee of Management and the Apollo Bay Leisure Centre Committee, however effectively the Committee for the Apollo Bay facilities is the College Principal and a Council Officer. The Apollo Bay agreement details there is opportunity for community and key stakeholders to provide input to the facilities, programming and access.

In accordance with the agreements Council contributes to maintenance of these facilities:

Specifically for the Apollo Bay Leisure Centre, Council contribute 40% and the School Council 60% towards maintenance.

The older agreement between Lavers Hill and Colac Otway defines Council's contribution as 20% and School Council 80% towards major maintenance, The definition of major maintenance being any single works item more than \$1,000 and minor maintenance any single works item less than \$1,000.

It should be noted in accordance with the Apollo Bay agreement Council is required to contribute \$8,000 annually (including CPI increase) towards a Capital Reserve Account. The School Council is also required to contribute a similar amount to the Reserve. The funds in the Reserve are to be used in accordance with a Business Plan.

With respect to Lavers Hill Pool it has been agreed between the Lavers Hill Pool Committee and the Colac Otway Shire that there should not be any distinction between minor and major maintenance but a standard 20% contribution made to all maintenance. It should be noted that in June 2003 Council resolved as follows;

- “1. Notes that the agreement does not specify how and when the Lavers Hill Pool Committee should claim amounts due from the Council.**
- 2. Notes that the past management of this agreement has reflected this lack of a clear procedure.**
- 3. Resolves to take the following action to resolve the issue of outstanding claims for major maintenance :**
  - i) the Chief Executive Officer or his delegate is to send a letter by facsimile to Lavers Hill Pool Committee by 3 p.m. Friday 27 June, 2003,**
  - ii) the letter is to offer a payment from Council of \$500.00 as full settlement of all outstanding claims for major maintenance for the period to and including 4 April, 2003 (this being the date of the letter of request for reimbursement),**

- iii) the offer is to be conditional on the Committee agreeing to forward any claims for the period 5 April, 2003 to 30 June, 2003 to the Council in writing with supporting documentation showing that the items are major maintenance as defined in the agreement by 31 July, 2003,*
  - iv) the offer is to be conditional on the Committee agreeing that all claims for subsequent years will be forwarded by 31 March for the preceding calendar year,*
  - v) the offer is to be conditional on the Committee agreeing to lodge a plan each year by 31 March showing the expected claim from Council for the subsequent financial year; and*
  - vi) The Committee is to be asked to respond to this offer in writing by 31 July, 2003.*
- 4. If this offer is accepted, Council is to forward payment of the \$500.00 to the Lavers Hill Pool Committee within seven calendar days of receiving their acceptance letter.**
- 5. Council acknowledges that the \$500.00 settlement relates to a period before 1 July, 2003 and that it is not to be deducted from the amount allocated in the 2003/2004 budget even if the payment is made after 1 July, 2003.”**

Over recent times the Lavers Hill Indoor Pool Committee of Management have requested that Council increase their maintenance contribution from 20% to 40% . This would be consistent with the Apollo Bay Leisure Centre joint use arrangements.

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

The partnership between the Department of Education and Early Childhood Development and Council ensure community access to facilities that otherwise would remain idle for the majority of the time. In particular these facilities make provision for community access for communities that are somewhat isolated and restricted in their access to a range of community facilities and reaction options. Council's role in these partnership arrangements is consistent with Council's Plan and the Colac Otway 2006-2010 Recreation Strategy.

### **Issues / Options**

There are a number of issues;

- Both the Apollo Bay Pool and the Lavers Hill Indoor Heated Pool are aged facilities and subsequently the level of maintenance and significant works is increasing.
- Both Colleges (understandably) have limited funding capacity to contribute towards facility works.
- Recruitment of staff for the Apollo Bay Pool has proven to be difficult and this jeopardises the possible hours of operation for the 2009/2010 season.
- The health compliance standards differ between the DEECD and Council. For example Council's standards are guided by the LifeSaving Victoria Guidelines.
- Both facilities require significant financial subsidy to operate.

### **Proposal**

It is proposed that Council acknowledge the current joint use agreements and Council's involvement in the provision of these facilities. It is also proposed that Council agree to increase their contribution to all Lavers Hill Indoor Pool Maintenance to 40% commencing from 1 July 2010 with a capping limit of \$10,000 annually increasing in accordance with CPI.

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

Over recent years Council have contributed on average \$5,000 towards maintenance. However through participation on the Committees it was evident there was need to undertake further maintenance works at these facilities. Subsequently Council budgeted for \$20,000 maintenance contribution to both facilities in 2009/2010.

If accepted the increased Council contribution to a maximum amount of \$10,000 towards maintenance at the Lavers Hill Indoor Pool would be considered as a part of the 2010/2011 budget process.

In accordance with the agreements it is expected that a business plan be developed to determine the proposed works and activities for the coming years. These business plans would assist Council Officers in planning for future years budgets.

In addition to the financial contributions Council Officers have assisted both facilities and the respective committees with regard to scoping the necessary works, operational aspects and industry standards. Council also undertakes the recruitment and management of LifeGuards for the Apollo Bay Pool. In 2008/2009 Bluewater Fitness Centre provided significant support particularly to the Apollo Bay Pool to ensure adequate supervision. This is not sustainable from a logistic and cost perspective. Recruitment of LifeGuards for the Apollo Bay Pool remains an issue. Discussions have also been held with the three Surf Life Saving Clubs within the Shire indicating the employment opportunity as it is possible many Club members would travel to the region for the season.

Council also engages LifeSaving Victoria every two years to undertake an audit of the three aquatic facilities within the Shire. These audits provide information pertaining to compliance needs, works and operational aspects. These audits are provided to the respective Committees.

#### **Risk Management & Compliance Issues**

Risk management and compliance issues are considered by the respective Committees. Council also provides a LifeSaving Victoria Audit on the facilities every two years. These audits assist the Committees in planning necessary works and operational aspects of the facilities.

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

Specific environmental and climate change aspects are considered both within the LifeSaving Victoria audits and by the Committee's.

#### **Communication Strategy / Consultation**

Community communication is imperative in relation to these facilities as there is some lack of clarity as to the joint use arrangements, roles and responsibilities. To strengthen the partnership it has been discussed further local community consultation is required particularly for the Apollo Bay Leisure Centre. This is currently being worked through with the Apollo Bay College Principal. It is suggested this could assist with some of the current issues pertaining to staff recruitment.

#### **Implementation**

If endorsed it is proposed that the increase of the Lavers Hill Indoor Pools Maintenance contribution would commence from 1 July 2010 subject to the 2010/11 budget process.

#### **Conclusion**

The Colac Otway Shire has a history of providing access to specific recreation facilities through a joint use agreement with the Department of Education and Early Childhood Development; Bluewater Fitness Centre, Lavers Hill Indoor Heated Pool and Apollo Bay Leisure Centre. These agreements enable community access to facilities on Department land. It is recognised that the facilities are aged and this reinforces the need for clarity regarding roles, responsibilities and contributions from all parties particularly regarding maintenance and capital development. The proposed recommendation endeavours to assist the facility managers to address maintenance needs and to further support the partnership and positive collaborations.

**Attachments**

Nil

**Recommendation(s)**

***That Council:***

- 1. Acknowledge the current joint use agreements and Council's involvement in the provision of these facilities.**
- 2. Subject to the budget process, increase their contribution from 20% to 40% for all Lavers Hill Indoor Pool Maintenance commencing 1 July 2010 with an annual capped limit of \$10,000 plus a CPI increase on an annual basis.**

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**OM092511-7 HEATWAVE PLANNING**

|             |                                |           |              |
|-------------|--------------------------------|-----------|--------------|
| AUTHOR:     | Greg Fletcher                  | ENDORSED: | Colin Hayman |
| DEPARTMENT: | Corporate & Community Services | FILE REF: | GEN0788      |

**Purpose**

This report presents the draft Colac Otway Shire Heatwave Plan for consideration by Council and provides the factors that have led to the need for developing such a plan.

**Declaration of Interests**

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.

**Background**

The incidence of heatwaves is increasing in Australia due to climate change.

There is currently no single definition internationally accepted for a heatwave. Issues such as geography, topography, built structures, rural environmental conditions and urban design impact on temperatures.

*'Climate change is expected to increase frequency and intensity of heatwaves in Victoria. Evidence shows that heatwaves cause illness and death, particularly in vulnerable population groups'. (DHS Heatwave Planning Guide 2009.)*

*'Heatwaves are typically described as a minimum temperature over a prescribed duration that is likely to impact on the health of a community.' DHS Heatwave Planning Guide 2009.)*

During the heatwave conditions in January 2009 in Victoria, there were 3 days of temperatures above 43C and where the temperature did not drop significantly over night. A report by the Office of the Chief Health Officer concluded that there were *'374 additional deaths during the heatwave in comparison to the previous five years'*. DHS Heatwave Planning Guide 2009.

Recent events such as this have made it apparent that a plan that could save lives in these circumstances is a critical strategy for any agency responsible for Health Care to develop.

This plan has been designed to provide a strategic direction for Colac Otway Shire and partner agencies to plan for future heatwaves.

The Department of Human Services has developed the Heatwave Planning Guide – Development of Heatwave Plans in Local Councils in Victoria 2009. The Heatwave Planning Guide should be used as the principle document for research on heatwave planning and information.

The Planning Guide provides a framework of planning for heatwaves and is designed to be used by a number of Departments and Organisations, including Local Government, Hospitals, Schools etc. It is important that Council follows the details of this Guide that have been developed by public health authorities.

**Council Plan / Other Strategies / Policy**

The Key Result Area of Community Health and Wellbeing has the following objective:  
*"Council will promote community health and wellbeing in partnerships 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."*

The Council Plan also has references to risk management, health & wellbeing, infrastructure, recreation and events which can all be impacted by the effects of future heatwaves.

## Issues / Options

The approach to dealing with future heatwaves is to deal with them in the context of everyday functions of the community and Council. If we have an understanding of heat stress and how it can affect our everyday lives we then apply this in order to reduce the impact of heatwaves.

There are a number of strategies and actions that can be recommended to reduce the impact of heatwaves. They are grouped in the Heatwave Plan into the following areas:

- **Communication:** Communicate heatwave conditions to the Council staff and the community;
- **Integration with Emergency Management Plan:** Integrate heatwave planning into the Emergency Management Plan and responses;
- **Home and Community Care (HACC):** Increase monitoring of vulnerable clients in heatwave conditions and to decrease the risks of heat stress of Community Care Workers;
- **Children's Services:** To provide education through the Maternal and Child Health Service and to meet National Family Day Care Scheme policies and procedures;
- **Council staff:** To ensure Council policies and practices minimise the risk of staff suffering from the effects of heat stress in heatwave conditions;
- **Sport and Recreation:** To promote the Sports Medicine Australia Guidelines to sports clubs and provide potable water through drinking fountains at reserves;
- **Events:** Ensure that event organisers planning processes considers heatwave conditions and comply with Municipal Event Management Event Committee policies and guidelines;
- **Partnerships with agencies:** To develop a range of partnerships with agencies that provide support services to vulnerable communities within Colac; and
- **Evaluation and updating the Heatwave Plan:** To evaluate and update the Heatwave Plan on an annual basis.

These are focussed on what Council can do. It is important that these strategies are also understood, acknowledged and actioned by the community. Wherever the community are and whatever they are doing it is intended, through increased understanding, that care is taken in all circumstances of our daily lives.

## Proposal

It is proposed that Council adopts the draft Heatwave Plan as an interim plan for heatwave events that may occur in Colac Otway Shire until the draft Plan has been exhibited and had further consultation.

It is also proposed that Council endorses the draft Heatwave Plan for public exhibition for six weeks before considering submissions and further consideration by Council.

## Financial and Other Resource Implications

The State Government has provided funding support to develop and produce this Heatwave Plan. Many of the recommendations raised in this Plan will be implemented by policy, procedures and through the provision of media information. Others will require budgetary support through the business case process.

## Risk Management & Compliance Issues

The Heatwave Plan provides information and strategies to support people through a heatwave. This plan is part of a strategy developed by the State Government.

## Environmental and Climate Change Considerations

This is the first specific Plan developed by Council to deal with public health issues created by Climate Change.

## Communication Strategy / Consultation

There has been discussions and input from staff and other interested parties into the development of the Plan. It is proposed that the Plan be circulated to the community for a six week period for final input and comment.

## Implementation

It is proposed that the draft Heatwave Plan be adopted as an interim strategy which will be formalised following public consultation and refinement.

This is due to the likelihood of high temperatures that may occur in the Shire prior to February 2010.

**Conclusion**

Heatwave strategies have required emergency management and public health experiences and expertise to combine quickly to propose systems that protect people from the impacts of climate change.

Due to the likelihood of high temperatures that may occur in the Shire prior to February 2010 the report recommends adopting a draft Heatwave Plan as an interim plan which will be formalised following public consultation.

**Attachments**

- 1. Draft Colac Otway Shire Heatwave Plan 2009

**Recommendation(s)**

***That Council:***

- 1. Adopts the draft Heatwave Plan as an interim plan for heatwave events that may occur in Colac Otway Shire.***
- 2. Endorses that the draft Heatwave Plan be exhibited publically for at least a six week period for community input prior to it being further considered by Council for adoption.***

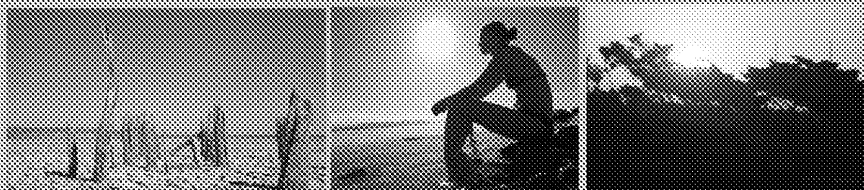
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# Draft Colac Otway Shire Heatwave Plan

## 2009



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Disclaimer

This plan has been compiled from a variety of sources including material generally available on the public record, and through the Victorian Government Department of Human Services Planning for Heatwave Guide. Care has been taken to verify accuracy and reliability wherever possible. However, the material does not provide professional advice and does not give any warranty or accept any liability concerning the contents of this work.

Neither the Colac Otway Shire and its employees or Capacity Consulting are liable if any information is incorrect. The Heatwave Plan is a guide only.



## Background

This plan has been designed to provide a strategic direction for the Colac Otway Shire and partner agencies to plan for future heatwaves.

There is currently no single definition internationally accepted for a heatwave. Issues such as geography, topography, built structures, rural environmental conditions and urban design impact on temperatures.

'Heatwaves are typically described as a minimum temperature over a prescribed duration that is likely to impact on the health of a community'. Source: *DHS Heatwave Planning Guide 2009*. For the purposes of this policy this definition will be used.

The incidence of heatwaves is increasing in Australia due to climate change. 'Climate change is expected to increase frequency and intensity of heatwaves in Victoria. Evidence shows that heatwaves cause illness and death, particularly in vulnerable population groups'. Source: *DHS Heatwave Planning Guide 2009*.

An example of heatwave conditions was January 2009 in Victoria where there was 3 days of temperatures above 43C and where the temperature did not drop significantly over night. A report by the Office of the Chief Health Officer concluded that there was '374 additional deaths during the heatwave in comparison to the previous five years'. Source: *DHS Heatwave Planning Guide 2009*.

### Structure of the Heatwave Plan

This Heatwave Plan aims to reduce the associated risks of heatwave within the Colac Otway Shire community. The plan also provides the following:

- Demographic data;
- A list of the types of vulnerable communities;
- Activities or services impacted;
- Data on vulnerable communities;
- Data from the Bureau of Meteorology on the Colac Otway region;
- A media strategy; and
- Strategies and actions that are proposed at a local level within Colac Otway Shire.

### Why develop a Heatwave Plan?

The benefit of preparing and activating a heatwave plan during extreme heat events is to reduce illness and death in the community by:

- Providing information to the community, vulnerable population groups and their carers;
- Increasing understanding of heatwaves in communities and increasing their capacity to respond during heatwaves;
- Developing a Council response to heatwaves;
- Identifying and establishing partnerships with other agencies in relation to heatwave planning;
- Managing emergencies during heatwaves more effectively; and
- Developing long-term and sustainable behavioural change to minimise the impacts of heatwaves on health and wellbeing.

#### Integration of the plan

The Heatwave Plan has been designed to be integrated with the Municipal Emergency Management Plan and the Municipal Recovery Plan. The integration of these plans provides a structured approach to support the community in emergencies.

#### Heat alert system

In Victoria the Department of Health monitors the Bureau of Meteorology website and notifies departmental staff and local governments of impending heatwaves.

The Bureau of Meteorology provides a 7 day forecast with the predicted maximum and minimum temperatures. This provides the potential for extreme weather conditions to be predicted in advance. Weather conditions may however change or not reach the predicted temperatures.

#### Department of Human Services Heatwave Planning Guide

The Department of Human Services has developed the Heatwave Planning Guide—Development of Heatwave Plans in Local Councils in Victoria 2009. The Heatwave Planning Guide should be used as the principle document for research on heatwave planning and information.

The document provides a framework of planning for heatwaves and is designed to be used for the following:

- Local Government;
- Hospitals;
- Schools;
- Employers;
- Primary Care Partnerships;
- Community and health services;
- Divisions of General Practice;
- Police, ambulance and other emergency services; and
- Other non-government and government agencies.

The State Government's Environment Our Future Sustainability Action Statement 2006 sets out a whole-of-Victorian-Government policy, identifying heatwave planning in local government as a priority.

To support this, the Department of Human Services developed the Victorian Heatwave Strategy to:

- Raise awareness about the impact of heatwaves on illness and death;
- Commission research to better understand heatwaves; and
- Assist local councils in developing and implementing heatwave plans.

To achieve these objectives, the Department:

- Established a heat alert system to inform local councils and departmental staff of impending heatwaves;
  - Hosted Australia's first national conference on climate change and health in 2007, discussing the health impacts of heatwaves;
  - Commissioned research to better understand current knowledge, map vulnerability in metropolitan Melbourne and develop heat thresholds; and
  - Funded 13 pilot projects (involving 22 local councils) to undertake the process of developing and implementing heatwave plans
- Source: Heatwave Planning Guide 2009*



Key findings of the Chief Health Officers Report

The Heatwave Planning Guide also provided information on the key findings of the Chief Health Officer's Report on the January 2009 Victorian heatwave are included in the following section.

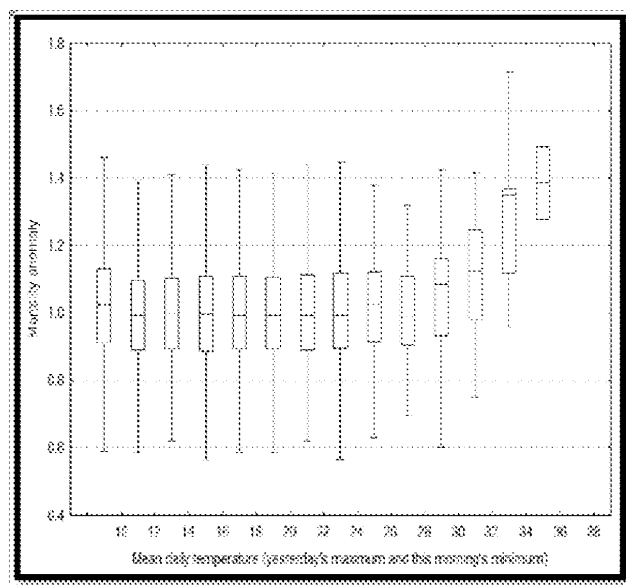
**Key findings**

- A 25% increase in metropolitan Ambulance Victoria total emergency cases and a 46% increase over the three hottest days.
- A 34 fold increase in the metropolitan Ambulance Victoria cases with direct heat-related conditions (61% in those 75 years and older).
- A 12% overall increase in emergency department presentations, with a greater proportion of acutely ill patients and 37% increase in those 75 years and older.
- An eightfold increase in direct heat-related emergency department presentations (46% in those aged 75 years and older).
- An almost threefold increase in patients dead on arrival (69% being 75 years and older) at emergency departments.
- There were 374 additional deaths over what would be expected: a 62% increase in total all-cause morbidity.

*Heatwave Planning Guide 2009 p.4*

Mortality and Morbidity

Research by Monash University on heatwaves indicates that when the temperature rises above 30C in Melbourne that it impacts on people's health. The level of mortality and morbidity increases as a consequence. Older age and cardiac disease are the largest cause of mortality and morbidity in Australia. Both of these aspects are known to be sensitive to weather. Graph 1 shows the increase in mortality of people 64 years and over when the temperature exceeds 30C. This increases particularly above 34C.



Graph 1: Nicholls,N. Skinner,C. Loughnan,M. Tapper,N. 2008. Int J Biometeorol

Research by Monash University shows that when there is prolonged hot weather where the temperature does not go below 24C in a day/night that hospital admission increase. This is evident across the state in prolonged heat. In built areas such as highly populated cities the temperature commonly remains higher at night, which often means that there is no relief for vulnerable communities.

#### Heat related illness

Heat wave illness is when the body cannot cool itself. The effects can range from mild incidents of a rash or cramp. The most extreme case of illness is heat stroke which can cause death.

Heat cramps commonly display as muscle cramps, spasms within the abdomen, legs and arms.

The Colac Otway Shire Heat Wave Plan investigates the issues at a local level in relation to heat waves and establishes actions for Council, agencies and the community in the event of a heatwave.

#### Built Environments

Built environments have an impact on variances in temperatures. Construction materials commonly absorb heat and retain more of the sun's heat. Materials such as bitumen attract and retain heat. This can increase the temperature at night in built up areas such as Colac.

The impacts of heatwaves can also effect infrastructure and create stress on resources. Commonly, power outages occur which impact on people's ability to operate air conditioners or refrigerate food. In 2009, there were a number of state wide power outages as the electricity was unable to meet continually high demands.

The impacts of power outages may include:

- Fridges and freezers do not operate to keep food at required temperatures and to keep food safe. This is particularly an issue if loss of power is for an extended periods;
- Some meals on wheels are delivered frozen and are to be reheated in microwaves; They may not be safe to eat as a result of power outages; and
- There are some organisations that do have generators to keep appliances operating such as Hospitals.

#### Housing conditions

The design and construction of housing has a major impact on individuals and families in heatwave conditions. Issues include:

- Lack of thermal insulation;
- Living in a multi dwelling building (higher levels can be hotter);
- Living on the top floors of buildings;
- If air conditioning is available;
- The number of windows and the glazing; and
- Vegetation around the home which can be a decrease the risk.

People who have lower incomes commonly have poorer quality housing that may not have insulation, air condition and good quality blinds. There are also areas in the Colac where public housing was developed that did not have effective insulation.

### Behaviour

People's behaviour can influence the likelihood of health issues occurring or death. Examples of people's behaviour impacting on their health in heatwave conditions are as follows:

#### Increased risks

- Not maintaining hydration;
- Exercising in the hottest part of the day;
- Lack of access to potable water;
- Dressing in hot clothes can increase risks;
- Opening windows in the afternoon at the hottest part of the day;
- Substance abuse; and
- People with pre existing heart conditions.

#### Decreasing risks

- Maintaining good hydration;
- Social connection with family, friends, carers or the community;
- Using cooling techniques and devices;
- Visiting air-conditioned environments; and
- Having someone check on vulnerable people.



Children can have fun whilst keeping cool

## About Colac Otway

### Demographic information

The demographic information for the Colac Otway Shire shows that there is 11.8% of the population in the 70 and above age group. This group is more vulnerable to the effects of heat related illness.

| Colac Otway Shire Age Structure |               |              |
|---------------------------------|---------------|--------------|
|                                 | 2001          | 2001         |
| Enumerated data                 | number        | %            |
| 0 to 4                          | 1,219         | 6.1          |
| 5 to 11                         | 1,922         | 9.7          |
| 12 to 17                        | 1,884         | 9.5          |
| 18 to 24                        | 1,466         | 7.4          |
| 25 to 34                        | 2,069         | 10.4         |
| 35 to 49                        | 4,224         | 21.3         |
| 50 to 59                        | 2,792         | 14.1         |
| 60 to 69                        | 1,939         | 9.8          |
| 70 to 84                        | 1,932         | 9.7          |
| 85 and over                     | 420           | 2.1          |
| <b>Total</b>                    | <b>19,867</b> | <b>100.0</b> |

Table 1: Colac Otway Shire population and age breakdown

### Socio Economic Disadvantage

The highest level of socio-economic disadvantage within the Colac Otway Shire is within the in the Colac township. One of the key risks in social disadvantaged areas is the quality of the housing. Public housing was commonly constructed with poor quality materials, no insulation and inadequate circulation. A high proportion of public housing would also not have air conditioning or ceiling fans.

People with low incomes can also be vulnerable as they do not have the resources to retro fit houses with adequate insulation.

Rural isolation may also be an issue in heatwave conditions.



Rural isolated people can be vulnerable to heatwaves

### Vulnerable groups within the community

The following table provides a snap shot of the vulnerable communities in relation to the effects of heatwaves.

| <b>Vulnerable people</b>                                                         | <b>Comment</b>                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Older people</b>                                                              | Colac Otway has 1,932 in the 70 to 84 plus age group which is 9.7% of the population. There are 420 people in the 85 age group 2.1% of the population that would be highly vulnerable in a heatwave.                             |
| <b>People living alone without support or in rural isolation</b>                 | People who live alone or in rural isolation and do not have good support networks are at risk in heatwave conditions.                                                                                                            |
| <b>Those receiving HACC services</b>                                             | The Colac Otway Shire Council has a total of 1099 Home and Community Care clients as of September 2009 that are provided with services.                                                                                          |
| <b>Social isolation</b>                                                          | People living in social isolation may be at risk in heatwave conditions especially if they have an existing health condition.                                                                                                    |
| <b>People with a disability or mental health issues</b>                          | People who have a disability or mental health problems may be at risk due to an inability or awareness of the need to hydrate or cool down especially if they are isolated.                                                      |
| <b>Population of 0-4</b>                                                         | Children are at risk of dehydration particularly in vulnerable families. The 0-4 age group for the Colac Otway Shire was 1,219 in 2006 which is 6.1% of the total population.                                                    |
| <b>Pregnant or nursing mothers</b>                                               | Pregnant or nursing mothers can be at risk of dehydration in heatwave. Particularly breast feeding mother or those caring for young children.                                                                                    |
| <b>People with pre existing medical conditions</b>                               | People having an existing illness may experience discomfort in heatwave conditions and their health may deteriorate.                                                                                                             |
| <b>Illness that impact on the body's ability to regulate its own temperature</b> | People with a condition that impairs the body's abilities to regulate its own temperature like Multiple Sclerosis can be at risk in a heatwave                                                                                   |
| <b>Substance abuse</b>                                                           | Alcohol and drugs may lead to dehydration.                                                                                                                                                                                       |
| <b>Events</b>                                                                    | Events where large crowds of people gather may increase the risks of dehydration and heat related illness.                                                                                                                       |
| <b>Increase risk of violence and family violence</b>                             | Heatwaves may lead to increases in violence and family violence. This can be an issue for community safety, hospital admissions and police resources.                                                                            |
| <b>Sport and physical exercise</b>                                               | Vic Health has recognised that policies are required for sporting activities and events to avoid heat stress. Vic Health also provides tools for clubs to implement practices during periods of heatwave.                        |
| <b>Housing</b>                                                                   | A number of houses within the community are poorly designed for heatwave conditions and do not have air conditioning or insulation.                                                                                              |
| <b>Workforce</b>                                                                 | There are considerable Occupational Health and Safety issues for the workforce in times of heatwave. All employers need to implement adequate measures in protect the health and safety of staff in extreme heatwave conditions. |
| <b>Health care workers</b>                                                       | Health Care workers are at risk in the heat when they are required to travel and provide support for clients. They are therefore in the high risk category.                                                                      |
| <b>Power blackouts</b>                                                           | Power blackouts can affect the whole community and the ability to remain cool.                                                                                                                                                   |
| <b>Financially disadvantaged communities</b>                                     | Financially disadvantaged communities are commonly at risk due to poor housing standards. This group may not have the financial resources to purchase air conditioning and houses without adequate insulation.                   |
| <b>Limited access to transport</b>                                               | People with limited access to transport may be at a higher risk in heatwave conditions.                                                                                                                                          |

Table 2: Vulnerable communities

Recent history of heatwaves in Colac Otway

Table 3 provides a summary of the temperatures over the past five years where the temperature has exceeded 35C. The statistics also include temperatures over 33.5C where they occurred across a number days.

The statistics are based on the Bureau of Meteorology Colac Mount Gellibrand station.

The statistics show that over the last 5 years temperatures have led to several heatwaves. Particularly hot days where there was three days over 35C, have been highlighted in red and marked with an asterisk.

The hottest weather pattern was in January 2006 and in January 2009. The January 2009 heatwave featured 5 continuous days over 35C with a highest temperature of 44.8C.

| Year | Date                      | Temperature |
|------|---------------------------|-------------|
| 2005 |                           |             |
|      | 11 <sup>th</sup> January  | 38.2        |
|      | 25 <sup>th</sup> January  | 36.2        |
|      | 26 <sup>th</sup> January  | 35.0        |
| 2006 |                           |             |
| *    | 19 <sup>th</sup> January  | 34.6        |
| *    | 20 <sup>th</sup> January  | 37.5        |
| *    | 21 <sup>st</sup> January  | 39.7        |
| *    | 22 <sup>nd</sup> January  | 41.5        |
|      | 26 <sup>th</sup> January  | 39.4        |
|      | 9 <sup>th</sup> December  | 38.4        |
|      | 10 <sup>th</sup> December | 36.7        |
| 2007 |                           |             |
|      | 10 <sup>th</sup> January  | 37.4        |
|      | 16 <sup>th</sup> January  | 40.9        |
|      | 29 <sup>th</sup> December | 38.0        |
|      | 31 <sup>st</sup> December | 41.3        |
| 2008 |                           |             |
| *    | 1 <sup>st</sup> January   | 35.8        |
| *    | 4 <sup>th</sup> January   | 35.2        |
| *    | 5 <sup>th</sup> January   | 36.8        |
|      | 10 <sup>th</sup> January  | 39.4        |
|      | 11 <sup>th</sup> January  | 34.4        |
|      | 17 <sup>th</sup> February | 34.0        |
|      | 18 <sup>th</sup> February | 33.5        |
|      | 19 <sup>th</sup> February | 35.5        |
| 2009 |                           |             |
|      | 13 <sup>th</sup> January  | 37.0        |
|      | 19 <sup>th</sup> January  | 36.2        |
| *    | 27 <sup>th</sup> January  | 35.3        |
| *    | 28 <sup>th</sup> January  | 43.3        |
| *    | 29 <sup>th</sup> January  | 44.8        |
| *    | 30 <sup>th</sup> January  | 43.8        |
| *    | 31 <sup>st</sup> January  | 35.5        |
|      | 7 <sup>th</sup> February  | 45.4        |
|      | 27 <sup>th</sup> February | 36.4        |

Table 3: Temperatures registered at the Bureau of Meteorology Colac Mount Gellibrand station above 33.5

Table 4 is the temperatures above 35.0C that were recorded at Colac Otway Light House. This information gives an indication of how much the temperature varies in the Colac Otway Shire given geographical and topography.

| Year | Date                     | Temperature |
|------|--------------------------|-------------|
| 2005 |                          |             |
|      | 26 <sup>th</sup> January | 35.0        |
| 2006 |                          |             |
|      | 22 <sup>nd</sup> January | 41.5        |
|      | 26 <sup>th</sup> January | 35.0        |
| 2007 |                          |             |
|      | 5 <sup>th</sup> January  | 34.7        |
|      | 10 <sup>th</sup> January | 34.4        |
| 2008 |                          |             |
|      | Nil days over 35.0       |             |
| 2009 |                          |             |
|      | 28 <sup>th</sup> January | 38.1        |
|      | 29 <sup>th</sup> January | 41.7        |
|      | 7 <sup>th</sup> February | 39.4        |

Table 4: Temperatures registered at the Bureau of Meteorology Cape Otway Light House station above 33.5

The Colac Otway Shire will receive alerts from the Department of Human Services. These alerts will be based on information provided by the Bureau of Meteorology. A system will be required for these alerts to be forwarded onto partner organisations.

### Messages for the Colac Otway community

The messages that will be delivered to the Colac Otway Shire will be the health messages that are promoted at state wide level. These following messages are provided on the Department of Human Services website:

#### What is heat-related illness?

Heat-related illness can occur when the body is unable to adequately cool itself. The body normally cools itself by sweating, but sometimes sweating isn't enough and the body temperature keeps rising.

Heat-related illness can range from mild conditions such as a rash or cramps to very serious conditions such as heat stroke, which can kill. Heat may worsen the condition of someone who already has a medical condition such as heart disease. Prevention is the best way to manage heat-related illness.

#### Who is at risk of heat-related illness?

Anyone can suffer from heat-related illness, but those most at risk are:

- Older people (>65 years), particularly those living alone without air conditioning
- Infants
- Pregnant and nursing mothers
- People physically unwell, especially with heart disease or high blood pressure
- People on medications for mental illness



- Elderly people are more prone to heat stress than younger people because their body may not adjust well to sudden temperature change. They are more likely to have a chronic medical condition and to be taking medication that may interfere with the body's ability to regulate temperature.

### Heat Cramps

Heat cramps are muscle pains or spasms, usually in the abdomen, arms or legs. They may occur after strenuous activity in a hot environment, when the body gets depleted of salt and water.

They may be a symptom of heat exhaustion.

- Heat Exhaustion
- Heat exhaustion is a serious condition that can develop into heat stroke.

Warning signs may include:

- Pale and sweating
- Rapid heart rate
- Muscle cramps, weakness
- Dizziness, headache
- Nausea, vomiting
- Fainting

### Heat Stroke

Heat stroke is a life-threatening emergency. It occurs when the body is unable to prevent the temperature rising rapidly.

The symptoms may be the same as for heat exhaustion, but the skin may be dry with no sweating, and the person's mental condition worsens. They may stagger, appear confused, have a fit, or collapse and become unconscious.

### What you can do to prevent heat related illness in yourself or others

- Drink plenty of water and nonalcoholic fluids. (Note: If your doctor normally limits your fluids or you are on fluid tablets, you may need to check how much to drink while the weather is hot)
- Stay indoors, if possible with airconditioning, or in the shade
- Take a cool shower or bath
- Wear lightweight, loose-fitting clothing
- Reduce physical activity
- Check on older, sick and frail people who may need help coping with the heat
- Never leave anyone in a closed parked car
- Don't rely on fans to cool people unless there is adequate ventilation.
- Know the signs and symptoms of excessive heat exposure and know how to respond



#### If you must be out in the heat

- Limit outdoor activity to morning or evening hours
- Protect yourself from the sun and slip, slop, slap when outside by using sunscreen, wearing a hat and covering exposed skin
- Rest regularly in the shade and drink fluids frequently.

#### What to do for heat cramps?

- Stop activity and sit quietly in a cool place
- Increase fluid intake
- Rest a few hours before returning to activity
- Seek medical help if no improvement

#### What to do for heat exhaustion?

- Get the person to a cool area and lie them down
- Remove outer clothing
- Wet skin with cool water or wet cloths
- Seek medical advice

#### What to do for heat stroke?

- Call an ambulance
- Get the person to a cool area and lie them down
- Remove clothing and wet skin with water, fanning continuously
- Position an unconscious person on their side and clear the airway
- Further information
- If you are concerned that someone may be suffering heat-related illness encourage them to see their doctor.

For further advice or health information contact Nurse on Call – 1300 60 60 24

Source: Department of Human Services website,

[http://www.health.vic.gov.au/environment/emergency\\_mgmt/heat\\_stress.htm](http://www.health.vic.gov.au/environment/emergency_mgmt/heat_stress.htm)

#### Heat in cars

Never leave a child or a pet alone in a hot car. On a typical hot Australian summer day, the temperature inside a parked car can be as much as 30 to 40 degrees higher than the outside temperature. That means on a 30 degree day, the temperature inside the car can be as high as 70 degrees.

It is recommended that a communication strategy be developed using the Department of Human Services templates. This information will be targeted at informing the community about heatwaves and how to stay cool and avoid heat stress.

#### **Exercise in hot weather**

Sports Medicine Australia has information on the impacts of vigorous exercise in hot weather. Vigorous exercise places some people at risk of heat illness, especially in hot weather. If untreated, heat illness can lead to the more serious and potentially life-threatening condition of heat stroke. By understanding the causes of heat illness health

professionals, coaches, players and anyone involved in sport or physical activity can help prevent heat illness by using the advice provided in the Guidelines to minimise the risks.

Most of the advice involves simple rules of common sense. Listen to your body and stop or slow down if you feel unwell. This is particularly important for children. Make sure that you have access to cool drinking potable water, wear a good hat and take particular care in the hottest parts of the day or year.

The target audience for the Guidelines are all Australians who undertake sport and physical activity, but they will be particularly useful to health professionals involved in the promotion of physical activity, coaches, fitness leaders and sports administrators. *Source:*

<http://www.sma.org.au/information/heat.asp>

Table 5 provides an example of a sports policy. It is envisaged in times of heatwave where there is prolonged days over 40 degrees that competitive sports events should be cancelled.

| Ambient temperature | Relative humidity | Risk of Heat Illness                   | Recommended management for sports activities                                                                          |
|---------------------|-------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 15 - 20             | Low Heat          | illness can occur in distance running. | Caution over-motivation.                                                                                              |
| 21 - 25             | Exceeds 70%       | moderate                               | Increase vigilance.<br>Caution over-motivation.                                                                       |
| 26 - 30             | Exceeds 60%       | Moderate                               | Moderate early pre-season training intensity.<br>Reduce intensity and duration of play/training;<br>take more breaks. |
| 31 - 35             | Exceeds 50%       | High                                   | Very high. Uncomfortable for most people.<br>Limit intensity.<br>Limit duration to less than 60 minutes per session.  |
| 36 and above        | Exceeds 30%       | Extreme                                | Very stressful for most people.<br>Consider postponement to a cooler part of the day or cancellation.                 |

Table 5: Example of sports policy regarding heat stress

It is recommended that the Sports Medicine Australia guidelines are distributed to sports clubs within the Colac Otway Shire.

#### Relief and Recovery Centres

In emergency Council has the ability to establish Relief and Recovery Centres to support the community.

Relief Centres are designed to be established during an emergency such as a bushfire, to provide a place where people can safely go to gain shelter, information and resources. Recovery Centres are generally established after an emergency event has occurred. They provide a place for people to gain assistance and support from agencies such as Council, the Red Cross and the Department of Human Services after an emergency.

Given that bushfires commonly occur in the summer period these centres should be planned to be provided in heatwave conditions.

If a Relief or Recovery Centre is opened in heatwave conditions it is recommended that vulnerable people be considered in the planning and implementation process of establishing the centres.

## Colac Otway Shire response

### Strategies and actions

A number of strategies and actions have been recommended in this Colac Otway Heatwave Plan. They are in grouped into the following areas:

- **Communication:** Communicate heatwave conditions to the Council staff and the community.
- **Integration with Emergency Management Plan:** Integrate heatwave planning into the Emergency Management Plan and responses.
- **Home and Community Care (HACC):** Increase monitoring of vulnerable clients in heatwave conditions and to decrease the risks of heat stress of Community Care Workers.
- **Children's Services:** To provide education through the Maternal and Child Health Service and to meet National Family Day Care Scheme policies and procedures;
- **Council staff:** To ensure Council policies and practices minimise the risk of staff suffering from the effects of heat stress in heatwave conditions.
- **Sport and Recreation:** To promote the Sports Medicine Australia Guidelines to sports clubs and provide potable water at reserves.
- **Events:** Ensure that event organisers planning processes considers heatwave conditions and comply with Regional Municipal Event Management Planning Committee policies and guidelines.
- **Partnerships with agencies:** To develop a range of partnerships with agencies that provide support services to vulnerable communities within Colac.
- **Evaluation and updating the Heatwave Plan:** To evaluate and update the Heatwave Plan on an annual basis.

**1.0 Communication**

Preamble: One of the platforms of the Heatwave Plan is to communicate to Council staff and the community when a heatwave is expected to occur and how to decrease the likelihood of heat stress.

**Communication**

Strategy: Communicate heatwave conditions to the Council staff and the community.

| <b>Number</b> | <b>Item</b>                                        | <b>Details</b>                                                                                                                                             | <b>Action</b>                                                                                                             | <b>Measure</b>                                                                                       |
|---------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1.1           | Heatwave alerts                                    | Council will receive alerts from the Department of Health in relation to heatwaves. This information will be based on the Bureau of Meteorology forecasts. | Ensure that information is passed onto Council staff, partner agencies and the community where appropriate.               | Heatwave alerts are promoted to Council staff, partner agencies and the community where appropriate. |
| 1.2           | Use of Department of Health communication material | The Department of Health will be developing communication materials.                                                                                       | Disseminate the Department of Health communication material to Council staff, agencies and the media.                     | That Department of Human Services communication material is circulated when heatwaves are expected.  |
| 1.3           | Information when heatwaves are no longer imminent  | Advise Council staff when the heatwaves are no longer imminent.                                                                                            | Email staff when the heatwave is no longer imminent and advise that the process has been ceased.                          | All times heatwaves are downgraded.                                                                  |
| 1.4           | Council website                                    | Include information about heatwaves on the Colac Otway Shire website.                                                                                      | Include information regarding heatwaves on Council website and links to the Department of Human Services and fact sheets. | That information regarding heatwaves is available on the Colac Otway Shire website.                  |

**2.0 Integration with Emergency Management Plan**

Preamble: This Heatwave Plan has been developed with the core principle that planning for heatwaves should be considered as part of emergency management.

**Integration with Emergency Management Plan**

Strategy: To integrate heatwave planning into the Emergency Management Plan and responses.

| Number | Item                                           | Details                                                                                    | Action                                                                                                                                                                                                                                                                                                       | Measure                                                                                |
|--------|------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 2.1    | Integration with the Emergency Management Plan | Ensure the heatwave planning is integrated into Council's Emergency Management Plan.       | Revise the Emergency Management Plan to include planning and responding to heatwaves.                                                                                                                                                                                                                        | That the Emergency Management Plan is revised to include Heatwave procedures.          |
| 2.2    | Emergency Relief and Recovery Centres          | Ensure that Relief and Recovery Centres have appropriate resources in heatwave conditions. | Include the following resources at Emergency Relief and Recovery Centres in heatwave conditions: <ul style="list-style-type: none"> <li>• Adequate potable water</li> <li>• Wet towels</li> <li>• Fans for cooling in temperatures less than 35C</li> <li>• First aid trained volunteers or staff</li> </ul> | That Emergency Relief and Recovery Centres are planned to consider heatwave conditions |
| 2.3    | Municipal Public Health Plan                   | Integrating the Heatwave Plan into the Municipal Public Health Plan.                       | Ensure that the Heatwave Plan is integrated into the Municipal Public Health Plan.                                                                                                                                                                                                                           | That the Heatwave Plan is integrated into the Municipal Public Health Plan.            |

**3.0 Home and Community Care (HACC)**

Preamble: Home and Community Care (HACC) clients are vulnerable to the effects of heatwaves. Council therefore requires specific structures to support those clients and the workers who look after them.

**Home and Community Care (HACC) Strategy:** To increase monitoring of vulnerable clients in heatwave conditions and to decrease the risks of heat stress of Community Care Workers.

| Number | Item                                                                    | Details                                                                                                    | Action                                                                                                                                                                                                                                                                                                | Measure                                                                            |
|--------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 3.1    | Monitoring vulnerable HACC clients.                                     | To increase monitoring of vulnerable HACC clients when heatwave conditions are being experience.           | Increase the number of contacts with vulnerable clients in heatwave conditions. Specifically target those who are most likely to suffer from heat stress due to their health status or conditions within their home.                                                                                  | The number of contacts with vulnerable HACC clients in heatwave conditions.        |
| 3.2    | Assessment and review                                                   | Include heatwave as part of assessments and reviews of HACC clients.                                       | To include vulnerability to heatwave as part of assessment and reviews of HACC clients.                                                                                                                                                                                                               | That heatwave vulnerability is included in assessments and review of HACC clients. |
| 3.3    | Eco Wise assessments                                                    | Undertake Eco Wise assessment and refer where appropriate.                                                 | Refer clients houses to Eco Wise that would benefit from insulation improvements.                                                                                                                                                                                                                     | The number of clients referred and houses improved.                                |
| 3.4    | Looking after Community Care Workers                                    | In heatwave conditions decrease the risks of heat stress for Home and Community Care Staff.                | In heatwave conditions introduce the following actions: <ul style="list-style-type: none"> <li>• Shorter shifts for the Community Care Workers visiting clients</li> <li>• Postpone general home care duties</li> <li>• Promote for staff to look after themselves in heatwave conditions.</li> </ul> | That Community Care Workers do not suffer from heat stress.                        |
| 3.5    | Extreme Weather Conditions Policy                                       | Colac Otway Shire has a policy for Extreme Weather Conditions for Aged and Disability Services.            | Implement the Extreme Weather Conditions Policy.                                                                                                                                                                                                                                                      | The number of times that the Extreme Weather Conditions Policy is implemented.     |
| 3.6    | Training of Community Care Workers                                      | Provision of training for Community Care Workers.                                                          | Provide training for Community Care Workers on what to look out for during home visits during heatwave conditions such dehydration and heat stress.                                                                                                                                                   | That all relevant Community Care staff are trained prior to the 2010 summer.       |
| 3.7    | Integration with policies, strategies and procedures of other agencies. | There are a number of other agencies that will be developing heatwave policies, strategies and procedures. | To link with the policies, strategies and procedures from other relevant agencies in the sector.                                                                                                                                                                                                      | That the Heatwave Plan links with relevant agencies processes.                     |

**4.0 Children's Services**

Preamble: One of the vulnerable groups identified in the Heatwave Plan is nursing mothers, children and new born babies. Council provides a number of services to this group through Family Day Care and Maternal and Child Health Services.

**Children's Services**

Strategy: To provide education through the Maternal and Child Health Service and to meet National Family Day Care Scheme policies and procedures.

| Number | Item                                                       | Details                                                                                                                               | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Measure                                                                                                        |
|--------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 4.1    | Maternal and Child Health Service                          | To provide information to families on heatwaves and how to avoid heat stress for new born babies, nursing mothers and young children. | To provide information to families that has been developed by the Department of Health on heatwaves.                                                                                                                                                                                                                                                                                                                                                                                | That all families who attend the Maternal and Child Health Service are provided with information on heatwaves. |
| 4.2    | Family Day Care                                            | To meet Family Day Care National Policies in relation the heatwaves.                                                                  | For the Family Day Care Service to undertake the following actions: <ul style="list-style-type: none"> <li>Assess that Family Day Care properties have appropriate cooling.</li> <li>To adhere to the Family Day Care water policy of having potable water readily available.</li> <li>Check that all Family Day properties have appropriate insulation.</li> <li>Refer any properties that do not have appropriate insulation to Eco Wise where they meet the criteria.</li> </ul> | That all Family Day Care providers meet National Accreditation Policies.                                       |
| 4.3    | Department of Education Early Childhood Development(DEECD) | The Department of Education Early Childhood Development has developed policies in relation to heatwaves and children's services.      | Ensure that strong communication exists with DEECD in relation to heatwave policies, strategies and procedures.                                                                                                                                                                                                                                                                                                                                                                     | That Council has strong communication links with DEECD.                                                        |

**5.0 Council staff**

Preamble: Council workers may be vulnerable to heat stress in heatwave conditions.

| <b>Council staff</b>                                                                                                                            |                                |                                                             |                                                                                                                                            |                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Strategy: To ensure Council policies and practices minimise the risk of staff suffering from the effects of heat stress in heatwave conditions. |                                |                                                             |                                                                                                                                            |                                                                           |
| <b>Number</b>                                                                                                                                   | <b>Item</b>                    | <b>Details</b>                                              | <b>Action</b>                                                                                                                              | <b>Measure</b>                                                            |
| 5.1                                                                                                                                             | Occupational Health and Safety | Heatwave policies                                           | Develop a heatwave policy for Council staff to minimise the risk of staff suffering from the effects of heat stress in heatwave conditions | That a heatwave policy is developed for staff.                            |
| 5.2                                                                                                                                             | Communication to staff         | Communicate to staff when heatwave conditions are expected. | That managers and staff are informed when heatwave conditions are expected.                                                                | That communication to staff occurs when heatwave conditions are expected. |



**6.0 Sport and Recreation**

Preamble: Vigorous exercise places some people at risk of heat illness, especially in hot weather. There is therefore a need to educate the community and administrators of sport and recreation competitions about the risks of vigorous activity in heatwave conditions.

**Sport and Recreation**

**Strategy:** To promote the Sports Medicine Australia Guidelines to sports clubs and provide potable water.

| <b>Number</b> | <b>Item</b>                                                        | <b>Details</b>                                                                                                                                                             | <b>Action</b>                                                                                                                                                                                               | <b>Measure</b>                                                                                        |
|---------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 6.1           | Promotion of Sports Medicine Australia Guidelines to sports clubs. | Vigorous exercise places some people at risk of heat illness, especially in hot weather. Sport Medicine Australia has established guidelines for clubs and administrators. | Distribute the Sports Medicine Australia Guidelines on the risks of heat illness to sport and recreation clubs within the Colac Otway Shire.                                                                | That all clubs and associations receive a copy of the Sports Medicine Australia Guidelines.           |
| 6.2           | Access to potable water at sporting clubs.                         | Ensure that there is access to potable water at sporting clubs.                                                                                                            | Ensure that there is access to potable water at sporting clubs.                                                                                                                                             | That all sporting clubs have adequate access to potable water, inside and outside sporting pavilions. |
| 6.3           | Information for individuals                                        | Develop information for individuals in relation to heat stress.                                                                                                            | Develop information material that educates individuals on the risks of participating in sport in heatwaves. This should be based on Department of Human Services Templates and Sports Australia Guidelines. | That an information sheet is developed for individuals.                                               |

**7.0 Events**

Preamble: It is essential that event organisers have adequate policies and procedures in place if they are planning events at times of the year when a heatwave may potentially occur.

| <b>Events</b>                                                                                                                                                                                   |                                             |                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Strategy:</b> Ensure that event organisers' planning processes considers heatwave conditions and comply with Regional Municipal Event Management Planning Committee policies and guidelines. |                                             |                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                            |
| <b>Number</b>                                                                                                                                                                                   | <b>Item</b>                                 | <b>Details</b>                                                                                                                                                                                                                                                                                     | <b>Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Measure</b>                                                                                                                                                             |
| 7.1                                                                                                                                                                                             | Events heat stress policies and procedures. | As a number of events are held in the hotter months the community and visitors could be at risk in heatwave conditions. There is a need for event organisers to have policies and procedures in place to maintain the health and wellbeing of participants if heatwave conditions are experienced. | Ensure that event organisers have heatwave policies and procedures. This could include: <ul style="list-style-type: none"> <li>• Cancellation of events due to high temperatures.</li> <li>• Postponing events until when the temperature has decreased.</li> <li>• Holding events either early or later in the day when the temperature is lower.</li> <li>• Providing free potable water for participants.</li> <li>• Providing cold water showers at events.</li> <li>• Providing shade for participants.</li> <li>• Event organisers to comply with Regional Municipal Event Management Planning Committee policies and guidelines.</li> </ul> | That all event organisers comply with heat stress policies and procedures developed by the Regional Municipal Event Management Planning Committee policies and guidelines. |

**8.0 Partnerships with agencies**

Preamble: Through strengthening partnerships there is an opportunity to provide a strong network of support services to vulnerable people within the Colac Otway Shire.

| <b>Partnerships with agencies</b>                                                                                                       |                          |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Strategy: To develop a range of partnerships with agencies that provide support services to vulnerable communities within Colac.</b> |                          |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                    |
| <b>Number</b>                                                                                                                           | <b>Item</b>              | <b>Details</b>                                                | <b>Measure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                    |
| 8.1                                                                                                                                     | Investigate partnerships | To investigate potential partnerships with service providers. | For the Colac Otway Shire to work in partnership with agencies in delivering support to vulnerable communities in heatwave conditions. The following agencies are potential partners: <ul style="list-style-type: none"> <li>• Otway Health and Community Services</li> <li>• Colac Area Health</li> <li>• Victoria Police</li> <li>• Churches</li> <li>• CFA</li> <li>• Community clubs and organisations</li> <li>• Service clubs</li> </ul> | The range of services and networks that are developed.                             |
| 8.2                                                                                                                                     | Communication            | Communicate potential heatwave conditions to agencies.        | Circulate warnings from the Department of Human Services on heatwaves.                                                                                                                                                                                                                                                                                                                                                                         | That any Department of Human Services warnings are circulated to partner agencies. |
| 8.3                                                                                                                                     | Develop resources        | To develop resources in partnership with agencies.            | To work in partnership with agencies to develop resources for communicating heatwave information to the community.                                                                                                                                                                                                                                                                                                                             | The number of resources developed.                                                 |

**9.0 Evaluation and update the Heatwave Plan**

Preamble: There is a need to evaluate and update the Heatwave Plan on an ongoing basis to ensure that the information is up to date and the communication tools remain relevant to the community.

| <b>Evaluation and update the Heatwave Plan</b>                                   |                                            |                                                                             |                                                                                                                                                                                                                                                                               |                                                                       |
|----------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Strategy:</b> To evaluate and updating the Heatwave Plan on an ongoing basis. |                                            |                                                                             |                                                                                                                                                                                                                                                                               |                                                                       |
| <b>Number</b>                                                                    | <b>Item</b>                                | <b>Details</b>                                                              | <b>Action</b>                                                                                                                                                                                                                                                                 | <b>Measure</b>                                                        |
| 8.1                                                                              | Evaluating and updating the Heatwave Plan. | To regularly update the heatwave plan.                                      | To evaluate and update the Heatwave Plan when new changes are required or when new information is available.                                                                                                                                                                  | That the Heatwave Plan is evaluated and updated on an annual basis.   |
| 8.2                                                                              | Incorporate new communication tools        | As new communication tools are developed that the Heatwave Plan is updated. | To incorporate new communication tools when become available from the Department of Human Services including: <ul style="list-style-type: none"> <li>• Marketing material</li> <li>• New alert systems</li> <li>• New communication messages from partner agencies</li> </ul> | That new communication tools are incorporated into the Heatwave Plan. |

## References

Department of Human Services Heatwave Planning Guide—Development of heatwave plans in Local Council's in Victoria 2009

Nicholls,N. Skinner,C. Loughnan,M. Tapper,N. 2008. Int J Biometeorol

## Websites

Australian Bureau of Meteorology

<http://www.bom.gov.au/weather/vic/maps/vic-forecastmap-7day.shtml#>

Australian Bureau of Statistics

<http://www.abs.gov.au>

Community Indicators Victoria

[http://www.communityindicators.net.au/welcome\\_to\\_community\\_indicators\\_victoria\\_civ](http://www.communityindicators.net.au/welcome_to_community_indicators_victoria_civ)

Commonwealth Scientific and Industrial Research Organisation

<http://www.csiro.au>

Municipal Association of Victoria

<http://www.mav.asn.au>

Sports Medicine Australia Guidelines

<http://www.sma.org.au/information/heat.asp>

Victorian Council of Social Service

<http://www.vcoss.org.au>

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CONSENT CALENDAROFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | D | W |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <p><b><u>INFRASTRUCTURE AND SERVICES</u></b></p> <p><b><u>OM092511-8 SPECIAL CHARGE SCHEME - POUND ROAD, COLAC</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Adopt the final costs associated with the Special Charge Scheme for the construction of the unsealed section of Pound Road, Colac, being \$305,123.29; and</i></b></li> <li><b><i>2. Notify effected property owners of the final costs levied against the properties within the scheme boundary, based on an 8.43% decrease from the original estimate.</i></b></li> </ol>                                                                                                                                            |   |   |
| <p><b><u>OM092511-9 LOCAL ROADS TO MARKETS PROGRAM – LARPENT ROAD STRENGTHENING PROJECT</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Resolve to provide allocations of \$215,000, \$215,000 and \$45,000 in the 2010/11, 2011/12, and 2012/13 Capital Works Budgets respectively as its contribution towards the total cost of \$950,000 for the renewal and upgrade of the section of Larpent Road extending between Browns Lane and Lineens Road; and</i></b></li> <li><b><i>2. Instruct the Chief Executive Officer to write to Regional Development Victoria providing confirmation of its contribution of \$475,000 towards the total cost of the project.</i></b></li> </ol> |   |   |
| <p><b><u>OM092511-10 PROPOSED LEASE AGREEMENT – 6 BLUNDY STREET, FORREST</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li>1. <b><i>Agree in principle to the terms and conditions of the draft Lease Agreement; and</i></b></li> <li>2. <b><i>Give notice of intention to enter into this Agreement and invite submissions in accordance with Section 223 of the Local Government Act 1989 to the proposal to enter into a lease.</i></b></li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
| <p><b><u>OM092511-11</u>      <u>CONTRACT APPROVAL</u></b><br/> <b><u>CONTRACT 0917 - BITUMINOUS SEALING WORKS</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li>1. <b><i>Awards Contract 0917 for Bituminous Sealing Works to Sprayline Surfacing Services at the tendered price of \$682,806 (excluding GST); and</i></b></li> <li>2. <b><i>Delegates to the Chief Executive Officer the authority to sign and place under Council seal the contract documents following award of Contract 0917.</i></b></li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| <p><b><u>OM092511-12</u>      <u>SPECIAL CHARGE SCHEME - SINCLAIR STREET</u></b><br/> <b><u>SOUTH, ELLIMINYT</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <p><b><i>Resolve with respect to the construction of the unsealed pavement of Sinclair Street South, Elliminyt, to declare a Special Charge Scheme for the construction of these works such that:</i></b></p> <ol style="list-style-type: none"> <li>(a) <b><i>The construction of a sealed pavement and associated works will be of special benefit to properties described in paragraph (e) and shown on the attached plan by way of:</i></b> <ul style="list-style-type: none"> <li>• <b><i>Improved property access;</i></b></li> <li>• <b><i>Improved road safety; and</i></b></li> <li>• <b><i>Improved amenity of the area.</i></b></li> </ul> </li> <li>(b) <b><i>A special charge be declared for the period commencing on 1 July 2010 and      in accordance with the Local Government Act 1989.</i></b></li> <li>(c) <b><i>A special charge scheme be declared for defraying any expenses in relation to the pavement construction of Sinclair Street South, Elliminyt described in      subsequent paragraphs of this resolution including expenses associated with:</i></b> <ul style="list-style-type: none"> <li>• <b><i>Construction of road shoulder pavement and two coat bitumen wearing course road seal; and</i></b></li> </ul> </li> </ol> |  |  |



- **Associated works.**
- (d) **The following be described as the area for which the special charge is declared:**
- **The unsealed pavement of Sinclair Street South, Elliminyt between Pound Road and Irrewillipe Road for a length of approximately 830m and applying to properties described in paragraph (e).**
- (e) **The following be declared as the land in relation to which the special charge is so declared:**

|                           |                                    |
|---------------------------|------------------------------------|
| 194 Sinclair Street South | C/A 24 Section A                   |
| 200 Sinclair Street South | C/A 23 Section A                   |
| 204 Sinclair Street South | LOT 1 LP71879 C/A PT.22 Section A  |
| 208 Sinclair Street South | LOT 2 LP71879 C/A PT.22 Section A  |
| 212 Sinclair Street South | C/A 21 Section A                   |
| 218 Sinclair Street South | C/A 20 Section A                   |
| 222 Sinclair Street South | LOT 1 TP587211W                    |
| 226 Sinclair Street South | CP160454                           |
| 232 Sinclair Street South | C/A 1 Section H                    |
| 238 Sinclair Street South | LOT 1 TP779415                     |
|                           | LOT 1 PS 513219K (C/A 6 Section H) |
| 246 Sinclair Street South | H)                                 |
| 275 Sinclair Street South | LOT 2 PS510563K                    |
| 285 Sinclair Street South | LOT 2 LP308326D                    |
| 295 Sinclair Street South | LOT 2 PS523188                     |
| 303 Sinclair Street South | C/A 12 Section K                   |
| 313 Sinclair Street South | C/A 13 Section K                   |
| 323 Sinclair Street South | C/A 14 & 15 Section K              |
| 232 Pound Road            | C/A PT.26 Section A                |
| 248 Pound Road            | LOT 3 PS517162R                    |
| 200 Cants Road            | PC366956                           |
| 120 Irrewillipe Road      | C/A 10 Section H                   |

- (f) **The following be specified as the criteria which forms the basis of the special charge so declared:**
  - **Ownership of the land described in paragraph (e) of the recommendation.**
- (g) **The following be specified as the manner in which the special charge so declared be assessed and levied:**
  - **The unit of assessment is one (1) benefit unit. The unit benefit equates to an estimated \$8,656.47.**
- (h) **Having regard to the proceeding parts of this Resolution but subject to Section 166(1)(b) of the Local Government Act 1989:**
  - (i) **it can be confirmed that the owner of each rateable land described in Column 1 of the Schedule will therefore be liable for the respective amounts set out in Column 2 of the Schedule; and**
  - (ii) **it be recorded that each owner may, subject to Section 167(4) of the Local Government Act 1989 and any further Resolution of Council pay the special charge in the following manner.**

|                   |                                                                                                                                                                                                                                                                                                                        |  |  |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p><b>(a)</b></p> | <p><b><i>Payment of quarterly instalments (commencing within one calendar 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; or</i></b></p> |  |  |
| <p><b>(b)</b></p> | <p><b><i>Payment by lump sum to be paid within one calendar month of the issue of notice requesting payment.</i></b></p>                                                                                                                                                                                               |  |  |
| <p><b>(j)</b></p> | <p><b><i>It be recorded that, subject to Section 163B and 166(1)(b) of the Local Government Act 1989, Council proposes to use the money from the special charge so declared in the manner set out in the "Estimate" annexed to this resolution.</i></b></p>                                                            |  |  |
| <p><b>(k)</b></p> | <p><b><i>That Council allocates \$90,050 as its portion to the Special Charge Scheme in the 2010/2011 Capital Works Program for consideration in the 2010/11 budget process.</i></b></p>                                                                                                                               |  |  |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

**OM092511-8****SPECIAL CHARGE SCHEME - POUND ROAD, COLAC**

|             |                           |           |                         |
|-------------|---------------------------|-----------|-------------------------|
| AUTHOR:     | Paula Gardiner            | ENDORSED: | Neil Allen              |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | Pound Road, Colac/Roads |

**Purpose**

At the 25 October 2006 Council Meeting, Council declared a Special Charge Scheme for the construction of the unsealed section of Pound Road, Colac.

This report outlines the final costs in relation to the construction of the unsealed section of Pound Road, Colac and requests that Council adopt the final cost for notification to the participants in the scheme.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

The Special Charge Scheme construction works included –

- construction of a 6.2m wide road pavement;
- two coat bitumen wearing course road seal;
- minor drainage works;
- intersection construction; and
- associated works.

The project was tendered and the contract was awarded in September 2008 to Lake and Land Pty Ltd.

**Council Plan / Other Strategies / Policy**

The Special Charge Scheme was undertaken in accordance with Council's Special Charge Scheme Policy and the relevant requirements of the *Local Government Act 1989*.

**Issues / Options**

The works associated with the Special Charge Scheme were completed with a cost savings of 8.43%, or \$28,075.71, below the project estimate.

**Proposal**

The proposal is to apportion the actual project costs associated with the special charge scheme among the properties included in the Special Charge Scheme. This excludes costs for additional pavement works.

**Financial and Other Resource Implications**

As there is a wider benefit to the community, Council is required to contribute to the cost of the project. This cost was calculated using traffic count data that showed that through traffic (community benefit) accounted for approximately 70% of all users of Pound Road, with the remaining 30% of users being local (resident) traffic.

As such, Council is required to contribute 70% of the total cost of the project associated with the special charge scheme. Council will be required to fund the added costs associated with

the increased road pavement depth (budgeted \$39,934) required by heavier traffic for general use. This additional depth results in an increased overall cost to Council for this project.

The project has reached practical completion with the final construction costs as follows;

|                                                            |                      |
|------------------------------------------------------------|----------------------|
| <b>Actual Scheme Costs</b>                                 |                      |
| Contract Price                                             | \$246,829.00         |
| Variations                                                 | \$57,281.21          |
| Final Contract Price                                       | \$304,110.21         |
| Council Funded Works (excluded from Scheme)                | \$39,934.20          |
| <br>                                                       |                      |
| Project Cost to Scheme Participants                        | \$264,176.01         |
| <br>                                                       |                      |
| Design Costs                                               | \$26,417.60          |
| Contract Administration (2.5%)                             | \$6,604.40           |
| Scheme Administration (3%)                                 | \$7,925.28           |
| <br>                                                       |                      |
| Total Project Cost for Scheme                              | <u>\$305,123.29</u>  |
| <br>                                                       |                      |
| Cost apportioned to Property Owners (30%)                  | \$91,536.99          |
| Cost to Council (70%)                                      | \$213,586.30         |
| <br>                                                       |                      |
| <i>Estimated Project Costs</i>                             |                      |
| <i>Estimated Scheme Cost</i>                               | \$333,199.00         |
| <br>                                                       |                      |
| <i>Estimated Cost apportioned to Property Owners (30%)</i> | \$99,959.70          |
| <i>Estimated Cost to Council (70%)</i>                     | \$233,239.30         |
| <br>                                                       |                      |
| Variation<br>(as a %)                                      | \$28,075.71<br>8.43% |
| <br>                                                       |                      |
| Cost per property                                          | \$7,041.31           |
| <i>Estimated cost per property</i>                         | \$7,689.21           |
| <br>                                                       |                      |
| Net Benefit Unit Decrease                                  | \$647.90             |

The cost of the works associated with the Special Charge Scheme was 8.43% less than the estimated costs of construction. Therefore, the overall Benefit Unit cost has decreased by \$647.90. The cost apportioned to each property has decreased from an estimated \$7,689.21 to an actual cost of \$7,041.31.

### **Risk Management & Compliance Issues**

The proposal was implemented in accordance with Council's Special Charge Scheme Policy and the relevant requirements of the *Local Government Act 1989*.

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

No environmental issues arose during construction. Work practices by the contractor were implemented to minimise any environmental impacts associated with the construction works.

### **Communication Strategy / Consultation**

Correspondence will be issued to scheme participants advising of the final costs.

### **Implementation**

The Second Notice (scheme finalisation notice) will be sent to all property owners which will detail the amount payable, due date for payment, and payment options.

### **Conclusion**

The construction of Pound Road has improved overall access and amenity for residents and general road users. The construction of Pound Road with a 6.2m sealed pavement has been delivered and has achieved the required outcomes of both the residents and Council.

### **Attachments**

Nil

### **Recommendation(s)**

#### ***That Council:***

- 1. Adopt the final costs associated with the Special Charge Scheme for the construction of the unsealed section of Pound Road, Colac, being \$305,123.29; and***
- 2. Notify effected property owners of the final costs levied against the properties within the scheme boundary, based on an 8.43% decrease from the original estimate.***

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OM092511-9

## LOCAL ROADS TO MARKETS PROGRAM – LARPENT ROAD STRENGTHENING PROJECT

|             |                           |           |                    |
|-------------|---------------------------|-----------|--------------------|
| AUTHOR:     | Adam Lehmann              | ENDORSED: | Neil Allen         |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | GEN00016 - Funding |

### Purpose

The purpose of this report is for Council to consider the provision of funding in the 2010/11, 2011/12 and 2012/13 Capital Works Budgets for pavement rehabilitation and strengthening works along sections of Larpent Road, Cororooke.

### Declaration of Interests

No Officer declared an interest under the *Local Government Act 1981* in the preparation of this report.

### Background

The *Local Roads to Markets Program* administered by Regional Development Victoria (RDV) provides funding for local road upgrade projects which promote both greater transport efficiencies by supporting the use of High Productivity Vehicles (e.g. B-doubles, etc) and improving linkages between suppliers and local and regional processing facilities.

Council officers have prepared and submitted an application for funding from this program on 30 October 2009 for the Larpent Road Strengthening Project. Through this project it is hoped to rehabilitate and strengthen an approximate length of 4.3 km of Larpent Road between Ch. 3.6 km (Browns Lane) to Ch. 7.9 km (Lineens Road). The start chainage is measured from Princes Highway.

The attached locality plan indicates the overall extent of works.

The objective of this project is to address the poor condition of the northern section of Larpent Road and provide a key transport route which promotes a safe and efficient linkage between local supply areas with the various processing facilities located across the region, and particularly those located within the Colac Otway Shire.

The project will involve pavement strengthening works along the length of Larpent Road extending from Browns Lane and Lineens Road. This section of road is showing extensive signs of distress such as longitudinal rutting and continuing major failures. The overall condition of the length of Larpent road is impacted on by the significant numbers of heavy vehicles which use this route. The treatment nominated is for a granular overlay to increase the strength of the existing pavement and provide for a road which will meet future demand.

The proposed works will compliment other works completed on Larpent Road by Council in 2005/06 from Browns Lane to the Princes Highway. The pavement treatment proposed for the northern section of this road will finalise improvements along a strategic transport route linking southern and northern parts of the municipality. Other works along this transport corridor have involved widening along separate sections of Larpent Road (south), with pavement and seal widening to be undertaken along Irrewillipe Road in 2009/10. Each of these projects has received previous funding under the *Local Roads to Markets Program*.

**Council Plan / Other Strategies / Policy**

This project aligns with the following community priorities as identified in the Council Plan 2009-13:

- Manage our roads consistent with Council's Road Management Plan; and
- Improving local and regional transport networks to ensure safety and accessibility.

**Issues / Options**

Funding under the *Local Roads to Markets Program* is allocated on a competitive basis with all applications assessed against the program eligibility and selection criteria.

The following table provides a summary of the financial details of the proposed projects. It is intended that works be undertaken in three (3) stages over separate financial years to minimize Council's overall contribution in any one period. Funding is available on a 50-50 basis.

|   | <b>Stage 1<br/>2010/11</b> | <b>Stage 2<br/>2011/12</b> | <b>Stage 3<br/>2012/13</b> | <b>Total</b> |
|---|----------------------------|----------------------------|----------------------------|--------------|
| <b>Project Stage Cost</b>               | \$430,000                  | \$430,000                  | \$90,000                   | \$950,000    |
| <b>Income -</b>                         |                            |                            |                            |              |
| Grant funds                             | \$215,000                  | \$215,000                  | \$45,000                   | \$475,000    |
| External Contributions ( <i>Other</i> ) | \$0                        | \$0                        | \$0                        | \$0          |
| <b>Net Cost To Council</b>              | \$215,000                  | \$215,000                  | \$45,000                   | \$475,000    |

The required rehabilitation of this section of Larpent Road has previously been identified through the ongoing proactive inspections completed by the Asset Inspection Officer in accordance with Council's Road Management Plan. The outcomes of these inspections are further supported through detailed condition audits which are completed across the local road network on a cyclical basis. The data collected from such condition inspections form the basis of prioritising financial investment in Council's road infrastructure.

The Larpent Road Strengthening Project has been prioritised and included on Council's long term Major Projects Program.

One of the main criteria of the *Local Roads to Markets Program* is that upon completion of the project, Council is required to have Larpent Road gazetted as a local road approved for B-doubles.

Approval has been granted for the use of a number of local roads within the Colac Otway Shire, including Larpent Road. Such approval is granted consistent with Council's Heavy Vehicle Access Policy.

Council consent to use this route is issued on an annual basis and has been provided to the following companies:

- Murray Goulburn; and
- Fonterra.



Council's consent to B-doubles operating on this road is subject to the relevant permit(s) being obtained from VicRoads.

By completing the planned improvement works it is proposed to Gazette the full length of Larpent Road as a designated B-double route.

It is current practice that B-double permits are only provided on this road for fixed and limited periods. Permits generally have a range of operating conditions associated with them. These conditions are imposed due to concerns regarding pavement deterioration and/or safety issues. The upgrade works proposed will negate the requirements for the transport industry to continually make applications to Council for B-doubles to use Larpent Road.

Council has the option of not accepting this external funding should its application be successful. However, further external funding would offset the overall cost to Council and could potentially enable the timing of the required works to be brought forward and alleviate ongoing community concerns with the rapid deterioration of the condition of this length of Larpent Road.

The planned improvements along the nominated sections of Larpent Road will result in:

- Improved access and flow of heavy vehicles, enabling transport operators' unrestricted B-Double connections from suppliers to end processing facilities;
- Improved capacity of the local routes to handle large trucks by decreasing pavement deterioration, providing better ride quality and improving safety at intersections;
- Reduced conflict between dairy tankers and other traffic by providing a safer operating environment, with reduced rough surfaces;
- Enhance industry competitiveness by enabling dairy companies to confidently expand their fleet of B-Double tankers, without the risk of restrictions for use on local roads; and
- Improve vehicle efficiencies and reduced vehicle operating costs by addressing pavement condition and ride quality issues.

### **Proposal**

It is intended that allocations of \$215,000, \$215,000, and \$45,000 be made respectively in the 2010/11, 2011/12, and 2012/13 Capital Works Budgets as Council's overall contribution towards the total cost project cost of \$950,000 for the renewal and upgrade of the section of Larpent Road extending between Browns Lane and Lineens Road.

Conditions of the funding application require that Council confirm its contribution to the total cost of the project. It is proposed that written correspondence be sent by the Chief Executive Officer to this effect following a favourable resolution by Council.

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

It is proposed that Council make allocations of \$215,000, \$215,000, and \$45,000 in each of the 2010/11, 2011/12, and 2012/12 Capital Works Budgets as its contribution towards the delivery of the Larpent Road Strengthening Project. RDV has confirmed that Council is able to use its available Roads to Recovery (RTR) funding as its contribution to this project. Utilising RTR funding will effectively result in a nil cost to Council.

The investment in the identified works along Larpent Road can be categorised as renewal and will contribute to the overall management of Council's infrastructure renewal gap.

The proposed works will provide benefit in reducing the financial impacts of the immediate maintenance needs along this section of road.

**Risk Management & Compliance Issues**

Completion of the proposed upgrade works will not only achieve benefits in terms of reduced vehicle operating costs, travel time savings, and increased transport competitiveness, but will also result in other road user benefits such as improved road safety.

Improvements to this section of Larpent Road will also ensure that Council fulfils and complies with its management responsibilities as prescribed by its Road Management Plan.

**Environmental and Climate Change Considerations**

All statutory planning and other approvals in the interest of cultural heritage and environmental protection will be obtained where required. Any conditions of these will be considered both in the detailed design for the proposed works and the implementation of onsite management controls. No physical works will take place until all such matters are resolved.

**Communication Strategy / Consultation**

Council's funding application was developed in liaison with various key stakeholders including representatives of the dairy, agricultural, and quarrying industries. The stakeholders involved in the development of the project were:

- Fonterra;
- CEMEX Australia;
- Coragulac Quarries; and
- Murray Goulburn.

Letters of support from various industry bodies and other organisations were included with Council's funding application in order to demonstrate the demand for the required road improvement works.

**Implementation**

It is intended that Council's resolution is communicated to both the Manager Capital Works and Manager Finance and Customer Service that the required provisions are made in both the Major Projects Program and future budgets.

**Conclusion**

Council recognises that a key to the future viability of economic growth in the South West region of Victoria is a responsive, efficient and sustainable transport network that is integrated with land use, the needs of industry and its community.

The South West region of Victoria is at present experiencing strong economic growth, placing considerable demand on inadequate transport infrastructure. The need to improve the local and regional transport network is being responded to by a strong collaborative approach between Council, the community, and commerce and industry

Council acknowledges the need and importance of improving local transport infrastructure to enhance the competitiveness of industry in the local and global marketplaces. This commitment has resulted in the preparation of the funding application for pavement strengthening works along Larpent Road.

**Attachments**

1. Local Roads to Markets Program

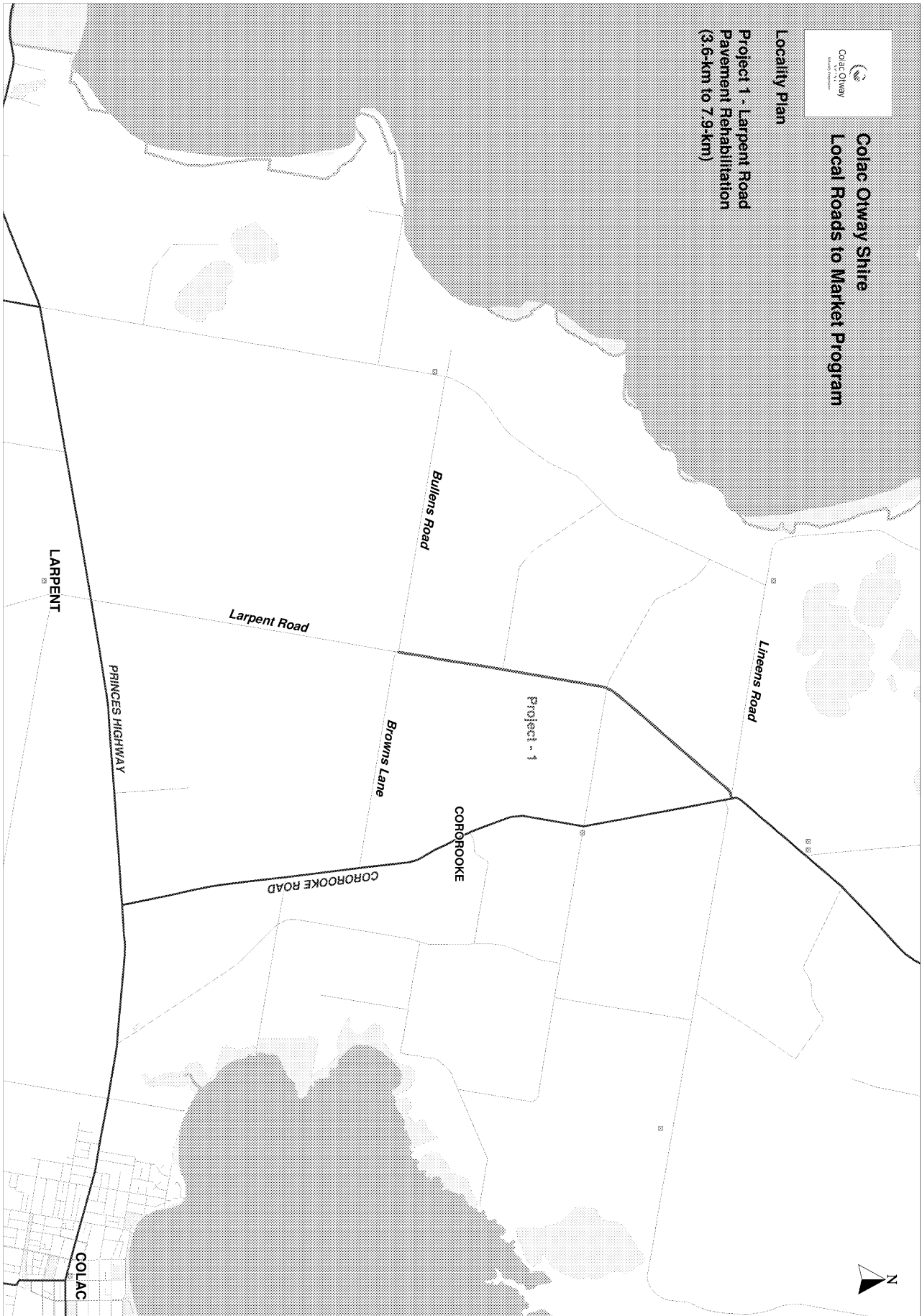
**Recommendation(s)**

***That Council:***

- 1. Resolve to provide allocations of \$215,000, \$215,000 and \$45,000 in the 2010/11, 2011/12, and 2012/13 Capital Works Budgets respectively as its contribution towards the total cost of \$950,000 for the renewal and upgrade of the section of Larpent Road extending between Browns Lane and Lineens Road; and***
- 2. Instruct the Chief Executive Officer to write to Regional Development Victoria providing confirmation of its contribution of \$475,000 towards the total cost of the project.***

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**OM092511-10      PROPOSED LEASE AGREEMENT – 6 BLUNDY STREET,  
FORREST**

|             |                           |           |                          |
|-------------|---------------------------|-----------|--------------------------|
| AUTHOR:     | Adam Lehmann              | ENDORSED: | Neil Allen               |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | 6 Blundy Street, Forrest |

**Purpose**

The purpose of this report is for Council to consider the proposal to enter into a lease agreement with Optus for the installation of mobile telecommunication facilities on Council owned property.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1981* in the preparation of this report.

**Background**

In order to improve mobile phone and broadband coverage to the Forrest area, Optus has identified the site at the Forrest Council works depot located at 6 Blundy Street as being suitable for the installation of telecommunication infrastructure. The area on the property to be leased measures 8.5-metres x 13.5-metres and is currently unoccupied.

The proposal is to use part of the site to house a telecommunications base station, which includes the construction of a 45-metre high lattice tower and ancillary equipment tower. Council's existing 20-metre high monopole will be replaced by the proposed lattice tower. Council's two way radio transmission equipment will be mounted on the new tower.

The subject site is included in the Township Zone and is subject to the Erosion Management Overlay Schedule 1 and Wildfire Management Overlay. A planning permit is required for buildings and works associated with a telecommunications facility under Clause 52.19 of the Colac Otway Shire Planning Scheme.

This matter was presented to Council's Planning Committee on 11 November 2009 where it was resolved to grant a planning permit for the proposed works.

**Council Plan / Other Strategies / Policy**

This follows strategies as contained with the Council Plan 2009-13:

- Advocate for improved Infrastructure services, and utilities provided to our community by other organizations or levels of Government.

This proposal has considered the requirements of Council's 'Rental of Community Assets Policy'.

**Issues / Options**

The preferred option is that Council agree in principle to lease the subject area to Optus. Council has previously entered into a similar lease agreement with Telstra to operate a telecommunications facility at the Lavers Hill works depot. This arrangement has worked well with no significant impact to Council's business operations.

The alternative option is that Council does not agree to lease the subject site to Optus. Given the need to improve communications across areas of the municipality for emergency, business, and social connectedness it is recommended that Council not consider this option.

Council's Rental of Community Assets Policy requires that properties other than Recreation Reserves, Public Halls and other community facilities under the control of a Committee of Management or Council owned or managed reserves are to be leased on a commercial basis to provide a market rate of return to Council.

Optus are considered to be a commercial tenant and rental will be based on an agreed fair market value.

As Council's existing two way transmission equipment will be collocated on the new tower, suitable provisions in the term of the lease have been made to ensure that Council continues to enjoy unrestricted access to its equipment for the purposes of maintenance and works.

### **Proposal**

That Council agrees to the terms and conditions of the Lease Agreement.

The term of the proposed lease is twenty (20) years. The terms of the lease provide break dates at each of the following:

- a) the date that is 15 years before the Date of Expiration if the Term exceeds 15 years;
- b) the date that is 10 years before the Date of Expiration if the Term exceeds 10 years;
- and
- c) the date that is 5 years before the Date of Expiration if the Term exceeds 5 years.

Optus are offering to pay \$8,000 in the first year of the lease, increased by 3% compounding annually thereafter for the balance of the Term.

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

Financial benefits will accrue to Council from leasing of the land.

Council will receive a rental of \$8,000 per annum plus 3% annual increases during the term of the lease. The applicant will meet all lease costs.

### **Risk Management & Compliance Issues**

All risk management and compliance issues are considered under the terms of the lease agreement.

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

There are no environmental or climate change implications arising from this proposal.

The principles for the design, siting, construction, and operation of telecommunication facilities is set out in the *Code of Practice for Telecommunications Facilities in Victoria*. Principle 3 of this Code relates to health standards for exposure to radio emissions. Optus' proposed facility will be designed and installed to satisfy the requirements of the relevant protection standards relating to exposure levels to radio frequency fields.

### **Communication Strategy / Consultation**

As the lease proposed is for a length of time greater than 10 years, the *Local Government Act 1989* requires that Council give notice of its intention to enter into a Lease Agreement and that any person may make a submission on this proposal under Section 223 of the Act.



**Implementation**

It is intended to advertise Council's intention to enter into this Agreement with Optus and invite submissions in accordance with Section 223 of the *Local Government Act 1989*.

A further report on this matter will be prepared for Council after consideration of any submissions.

**Conclusion**

Optus' proposal to utilise Council land for the purposes of installing telecommunications facilities will improve mobile telephone and broadband coverage for residents and visitors to Forrest and the surrounding areas.

It is considered that Council agree to the terms and conditions of the draft lease agreement and to give public notice of the proposed lease and invite submissions under Section 223 of the *Local Government Act 1989*.

When Council has given consideration to any submissions received it may enter into the lease agreement.

**Attachments**

1. Proposed Lease Agreement

**Recommendation(s)*****That Council:***

1. ***Agree in principle to the terms and conditions of the draft Lease Agreement; and***
2. ***Give notice of intention to enter into this Agreement and invite submissions in accordance with Section 223 of the Local Government Act 1989 to the proposal to enter into a lease.***

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**Ground lease**  
**6 Blundy Street, Forrest**  
**Site code: M8219**

|  |           |
|--|-----------|
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|                          |   |           |
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| <input type="checkbox"/> |   |           |
| <input type="checkbox"/> |   |           |
| <input type="checkbox"/> | <b>11. Termination</b>                                    | <b>11</b> |
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| <input type="checkbox"/> | 15.6 Access to the Tower and the Premises                 | 15        |
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| <input type="checkbox"/> | 16.3 Governing law  | 17        |
| <input type="checkbox"/> | <b>Signing page</b>                                       | <b>18</b> |

## Information table

### Date

### Parties

|                 |  |
|-----------------|--|
| Name            | <b>Colac Otway Shire</b> (formerly known as The President Councillors and Ratepayers of the Shire of Otway)          |
| ABN             | 32 430 819 755   |
| Short form name | <b>Lessor</b>  |
| Notice details  | 2-6 Rae Street, Colac, VIC, 3250<br>Facsimile: (03) 5232 1046<br>Telephone: (03) 5232 9484<br>Attention: Adam Lehman |

|                 |   |
|-----------------|---|
| Name            | <b>Optus Mobile Pty Limited</b> ACN 054 365 696   |
| Short form name | <b>Lessee</b>   |
| Notice details  | 1 Lyonpark Road, Macquarie Park, NSW, 2113<br>Facsimile: (02) 8082 1299<br>Telephone: (02) 8082 1620<br>Attention: Manager - Lease Administration |
| Site Code       | M8219   |

### Items

- Item 1**
  - (a) **Premises (clause 1.1)**  
The part of the Land hatched in black on the plan in Annexure A being part of the property known as 6 Blundy Street, Forrest.
  - (b) **Land (clause 1.1)**  
The whole of the land comprised in certificate of title volume 3347 folio 299
- Item 2** **Date of Commencement (clause 1.1)**  
1 January 2010
- Item 3** **Date of Expiration (clause 1.1)**  
31 December 2029
- Item 4** **Term (clause 1.1)**  
20 years



# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In the Lease:

**Break Date** means the date stated in Item 5.

**Business Day** means any day in the State which is not a Saturday, Sunday or Public Holiday.

**Date of Commencement** means the date stated in Item 2.

**Date of Expiration** means, subject to clause 4.2, the date stated in Item 3.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax or like tax payable by the Lessor in respect of a supply under the Lease.

**Information table** means the part of this document described as Information table.

**Item** means an item appearing in the Information table.

**Land** means the land described in Item 1(b).

**Lease** means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

**Lessee** includes the Lessee's successors and assigns or, if the Lessee is a natural person, its executors, administrators and assigns and in either case its employees, agents and contractors.

**Lessor** includes the Lessor's successors and assigns or, if the Lessor is a natural person, the Lessor's executors administrators and assigns and in either case the Lessor's employees, agents and contractors.

**Month** means calendar month.

**Premises** means the premises described in Item 1(a) being part of the Land.

**Related Body Corporate** where the Lessee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate.

**Rent** means the amount stated in Item 6.

**Rent Commencement Date** means the earlier of:

- (a) the date the Lessee commences physical installation of the Lessee's equipment on the Premises; or
- (b) the date the Lessee identifies in a notice to the Lessor the Lessee's intention to commence physical installation of the Lessee's equipment on the Premises; or
- (c) the first anniversary of the Date of Commencement.

**State** means the State of the Commonwealth of Australia in which the Land is situated.



**Statute** means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

**Term** means the term of the Lease set out in Item 4.

**1.2 Interpretation**

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease.
- (b) words importing the singular include the plural and vice versa.
- (c) words importing a gender include any gender.
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency.
- (e) a reference to any thing includes a part of that thing.
- (f) a reference to a part, clause, party, information table, annexure, exhibit or schedule is a reference to a part and clause of and a party, information table, annexure, exhibit and schedule to the Lease.
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day.
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it.
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

**2. Demise**

The Lessor leases the Premises to the Lessee on the terms and conditions contained in the Lease.

**3. Implied covenants and powers**

**3.1 Inclusion of implied covenants**

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

**3.2 Contravention of Statute - severance**

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any Statute must in any such case and to such extent be severed from the Lease, and the Lease must be read as though such provision did not form part of the Lease at that time.

**4. Term of Lease and holding over**

**4.1 Term of the Lease**

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of the Lease.

**4.2 Termination on a Break Date**

If the Lessee gives the Lessor at least 6 months prior notice that it wishes to end the Term on a Break Date stated in the notice, that Break Date becomes the Date of Expiration.

**4.3 Yearly tenancy - holding over**

If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) the Lessee must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy.

**5. Payment**

**5.1 Lessee's covenant**

The Lessee must pay the Rent to the Lessor during the Term.

**5.2 Payment of Rent**

The Rent for the first year of the Term will be paid annually in advance on or before the Date of Commencement. The Rent for the balance of the Term will be paid monthly in advance by equal monthly instalments. The first monthly instalment must be paid on or before the first anniversary of the Date of Commencement and thereafter on the same day of each month. The monthly instalment is 1/12th of the annual rental rate payable for the year of the Term in which the month falls. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

**5.3 GST**

The following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable (GST Amount) by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under this Lease before the consideration payable for that supply is due and the Lessee need not pay the GST Amount for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.
- (c) The parties agree that the Lessee will issue recipient created tax invoices (RCTIs) for the taxable supplies made by the Lessor to the Lessee under this Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of this Lease the only agreed excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree:
  - (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
  - (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under this Lease other than an excluded taxable supply;
  - (iii) each party acknowledges and warrants that at the time of entering into this Lease, it is registered for GST; and

(iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs.

(d) If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.

(e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then clause 5.3(c) will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While clause 5.3(c) does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under this Lease are excluded taxable supplies to which clause 5.3(b) applies.

(f) In this clause 5.3:

(i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and

(ii) a reference to the Lessor or Lessee includes their respective GST group representative member (if applicable).

**5.4 EFT payments**

The Lessee may pay the Rent by Electronic Funds Transfer (EFT) to the account nominated in Item 7. The Lessor may notify another account in Australia to which payments may be made by EFT to replace the account stated in Item 7. The notification must be at least 30 days prior to the date for payment of Rent. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

**5.5 Pro rata refund of Rent**

In the event of termination of the Lease pursuant to clause 11.1(c) by reason of an application by the Lessee to a Government Agency for consent being refused or granted on conditions unacceptable to the Lessee in its absolute and unfettered discretion the Lessor must forthwith refund to the Lessee prepaid Rent on a pro rata basis.

**5.6 No Rent until physical installation**

Despite any other provision in this Lease, the Lessee is not obliged to pay Rent from the Date of Commencement to the Rent Commencement Date, and if the Rent Commencement Date is not the first anniversary of the Date of Commencement, the Lessee must pay a pro rata of the first year's Rent from the Rent Commencement Date to the first anniversary of the Date of Commencement.

**6. Use of Premises**

**6.1 Permitted use**

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

**6.2 Adjoining land**

The Lessor grants to the Lessee the right to use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service. After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the

Lessor. The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause 6.2.

**6.3 Requirements of Government Agencies**

The Lessee must comply promptly with any Statute in respect of the Lessee's use of the Premises and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises. The Lessee is under no liability for structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises.

**6.4 Cabling**

For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling. In exercising its rights under this clause the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause.

**6.5 Consents**

The Lessor hereby irrevocably authorises the Lessee to make at the expense of the Lessee any application for consent or approval to any Government Agency to use or develop the Premises for the use referred to in clause 6.1 and to exercise and procure (at the Lessee's expense) every right of appeal arising from the determination of any such application or the failure to determine the application. The Lessor must sign all documentation and do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the cost and expense of the Lessee) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Premises for the use referred to in clause 6.1.

**6.6 Guy anchors and guy wires**

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause.

**7. Access to the Premises**

The Lessor consents to the Lessee and persons authorised by the Lessee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Land for the purpose of using the Premises and exercising its rights under the Lease at all times of the day and night during the Term.



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- (a) the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access; or
- 
- (b) the Lessee commits a material breach of any of its obligations and has not remedied that breach within the period specified in the notice given by the Lessor under clause 11.2 in respect of that breach; or
- 
- (c) any application to a Government Agency for a required consent or permit for the installation and use of the Premises as part of a telecommunications network and telecommunications service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- 
- (d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant physical or radio interference,

then the Lease may be terminated immediately by notice, by the Lessee in the case of clauses 11.1(a), (c) and (d) and by the Lessor, in the case of clause 11.1(b).

**11.2 Time to Remedy Breach**

The Lessor must give notice to the Lessee of any breach on which it intends to rely under clause 11.1(b). The notice must specify a reasonable period (having regard to the nature of the breach), being not less than 30 days, in which the Lessee must:

- (a) remedy the breach if it is capable of remedy; and
- (b) make reasonable compensation in money to the Lessor.

**11.3 Effect on rights or liabilities**

Termination of the Lease does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

**11.4 Lessee to yield up**

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of the Lease.

**11.5 Removal of Lessee's fixtures and chattels**

The Lessee must at or prior to the Date of Expiration (unless there is in place after the Lease a further lease between the Lessor and the Lessee, and in any event subject to clause 16.2), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing, remove from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

**11.6 Termination of holding over**

Either the Lessor or the Lessee may terminate the yearly tenancy under clause 4.3 by giving the other six months' prior written notice.

**11.7 Additional right of termination**

The Lessee may terminate the Lease by notice in writing to the Lessor served at any time between the first and second anniversary of the Date of Commencement. The Lessee will not be entitled to any refund of prepaid Rent in the event of the Lessee exercising its rights under this clause.



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12. Notices

12.1 Method of service

Any notice to be given under the Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address specified in the notice details in the Information table.

12.2 Time of service

Any notice given in accordance with the Lease will be deemed to have been duly served in the case of posting at the expiration of two Business Days after the date of posting and in the case of facsimile, on the first Business Day after the date of transmission (providing the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).

12.3 Change of address

A party may at any time change its address, postal address or facsimile number by giving notice to the other party.

13. Assignment and subletting

13.1 Lessee not to assign

The Lessee must not assign the Lease except under clause 13.2 or with the prior written consent of the Lessor under clause 13.3. Section 144 of the Property Law Act 1958 (Vic) shall not apply to the Lease.

13.2 Assignment to a Related Body Corporate

The Lessee may from time to time assign the Lease to a Related Body Corporate of the Lessee.

13.3 Assignment

Subject to clause 13.2 the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed.

13.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

14. Lessor's covenants

14.1 Quiet enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor.

14.2 Restriction on Lessor's use of the Land

The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network and telecommunications service and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use its every best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

14.3 Lessor's covenant

The Lessor covenants that the Lessor will not itself knowingly, nor will it knowingly permit any third party to, store on, dispose of on or transport to or over the Land any hazardous substance which is likely to cause interference with the Lessee's use of the Premises, provided that if the

Lessee advises the Lessor of any breach by the Lessor of its covenant the Lessor will, to the extent that it is within its power to do so, use its every best endeavours at its expense to forthwith remedy such breach.

15. Co-location Licence

15.1 Antenna Licence definitions

In this clause 15, unless the context otherwise requires:

'Antenna Facility' means the Lessor's radio antenna as shown on the Installation Plan or as otherwise approved in writing by the Lessee and which is located or intended to be located on the Tower.

'Installation Plan' means the plans comprising Annexure B approved by the Lessee which illustrate and describe the Antenna Facility and where and how the Antenna Facility is to be attached to the Tower.

'Licence' means the licence granted under this clause 15.

'Licence Term' means the period from the Date of Commencement to the Date of Expiration and any period of holding over under clause 4.3 but, if the Tower has not been constructed by the Lessee to the stage of practical completion on the Date of Commencement, the licence term commences on the date of practical completion of the Tower.

'Licensed Area' means that part of the Tower and Premises licensed to the Lessor pursuant to this clause 15.

'Mobile Telecommunications Facility' means the communication dishes, prefabricated equipment module, air conditioning unit and other related equipment installed on the Premises by the Lessee to provide mobile telecommunications services.

'Tower' means the new antenna support structure erected or to be erected on the Premises by the Lessee as part of the Mobile Telecommunications Facility.

15.2 Grant of Licence

(a) The Lessee grants a licence of the Licensed Area to the Lessor for the Licence Term to install and maintain:

- (i) the Antenna Facility on the Tower in accordance with the Installation Plan; and
(ii) cabling ancillary to the Antenna Facility in accordance with the Installation Plan.

(b) The grant of this Licence does not create or confer upon the Licensee any tenancy or other estate or interest in the Tower.

(c) This Licence is personal to Colac Otway Shire and may not be assigned.

15.3 Reservation of rights to Lessor

Notwithstanding clause 15.2 the Lessee reserves the right to:

- (a) pass and repass with or without plant and equipment;
(b) install, operate, maintain, repair and replace cabling of all descriptions; and
(c) operate the Mobile Telecommunications Facility and Tower, through, over and upon the Tower and the Premises at all times for the purpose of the Lease.



**15.4 The Lessor's use of the Tower and the Premises**

- (a) The Lessor must not obstruct or interrupt the Lessee or other authorised users of the Tower or the Premises in their use, occupation or enjoyment of the Tower or the Premises.
- (b) Notwithstanding the Lessor's obligations pursuant to clause 15.4(a), the Lessor must make reasonable attempts to modify the Antenna Facility upon receipt of notice by the Lessee that the use of that facility obstructs, interrupts or impedes the use of the Tower or the Premises:
  - (i) at the Lessor's expense, if that obstruction or interruption arises from physical or radio interference created by the Antenna Facility; or
  - (ii) at the Lessee's expense in any other circumstances,
 provided that any such modification does not hinder the Lessor's operational requirements in relation to the Antenna Facility.
- (c) The Lessor acknowledges that this Licence only permits the Lessor to install, use and operate on the Tower one radio antenna at the position shown on the Installation Plan.
- (d) Once the Antenna Facility is installed, the Lessor will not be permitted to relocate the Antenna Facility to another position on the Tower without the prior written consent of the Lessee, which consent will not be unreasonably withheld. It will be reasonable for the Lessee to withhold its consent where:
  - (i) the proposed relocation is to an area on the Tower that is reserved for use by the Lessee or third parties; or
  - (ii) the Lessee reasonably believes that the relocation will cause physical or radio interference to the Lessee or other authorised users.

**15.5 No interference**

The Lessee acknowledges that the Lessor may peaceably hold and enjoy the Licensed Area during the Term without any interruption by the Lessee or any person rightfully claiming through the Lessee and in particular but without limiting the generality thereof the Lessor must:

- (a) maintain the Tower in a good and safe condition (but is under no obligation to re-build the Tower in the event of damage or destruction); and
- (b) not interfere or allow others over whom it has control to interfere with the Licensed Area or the operation of the Antenna Facility.

**15.6 Access to the Tower and the Premises**

- (a) The Lessee must allow the Lessor unrestricted access to the Licensed Area (other than the shelter for the Mobile Telecommunications Facility) for the purpose of using, installing and maintaining the Antenna Facility.
- (b) The Lessor must use reasonable efforts to notify the Lessee of intended access to the Licensed Area by the Lessor's employees or contractors. The Lessor and the Lessor's employees and contractors are only permitted to climb the Tower for the purpose of using, installing and maintaining the Antenna Facility if accompanied by the Lessee's personnel.

**15.7 Indemnities**

- (a) Other than as specifically provided in this Licence, the installation and maintenance of the Antenna Facility (and cabling ancillary to the Antenna Facility) is entirely at the risk of the Lessor. The Lessee is not responsible for any loss, damage or injury to persons or

property directly arising out of the use, installation or maintenance of the Antenna Facility (or cabling ancillary to the Antenna Facility) by the Lessor.

- (b) Subject to clause 15.7(c), the Lessor indemnifies the Lessee and other authorised users of the Tower and the Premises from all actions, claims, costs and demands in respect of damage or injury to property or persons arising directly as a consequence of the use, installation or maintenance of the Antenna Facility (or cabling ancillary to the Antenna Facility).
- (c) The Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of any damage or injury to property or persons arising from the negligence of the Lessee, its employees or agents.

**15.8 Installation and Maintenance of the Antenna Facility**

- (a) The Lessee must install the Antenna Facility for the Lessor in accordance with the Installation Plan.
- (b) The Lessor may repair or replace any part or all of the Antenna Facility with any equivalent equipment provided that equipment does not, in relation to the existing equipment, impose any greater load factor or occupy any greater space on the Tower and does not have substantially different radio frequency characteristics.
- (c) The Lessor must maintain the Licensed Area in good and safe working order. The Lessor must carry out any installation and maintenance as far as possible without interference to the amenity of the Lessee or other authorised users of the Tower or Premises.

**15.9 Property in the Antenna Facility**

The Lessee acknowledges that the Lessor retains all property in the Antenna Facility (and in any associated cabling installed by the Lessor), whether or not the Antenna Facility, or any part of it, would otherwise be regarded as a fixture.

**15.10 Termination**

- (a) Either party may immediately terminate this Licence by written notice to the other party if:
  - (i) the other party commits a breach of any of its obligations under this Licence or the Lease and has not remedied that breach within a reasonable time of receiving written notice of the breach;
  - (ii) the Tower is damaged to the extent that it is no longer suitable, or is otherwise rendered unfit (for example, by the emergence of significant physical or radio interference) for the use of the Antenna Facility; or
  - (iii) the Lease terminates or is determined.
- (b) Termination of this Licence does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.
- (c) The Lessor must at the expiration or sooner termination of the Term (unless a further Licence is granted):
  - (i) yield up the Licensed Area in good repair and clean condition fair wear and tear excepted having regard to its condition at the Date of Commencement; and
  - (ii) remove from the Licensed Area the Antenna Facility (and cabling ancillary to the Antenna Facility).



# Signing page

**EXECUTED** as a deed

The common seal of the Colac Otway Shire Council was hereto affixed in accordance with its Local Law No 4

\_\_\_\_\_  
Chief Executive Officer



The common seal of Optus Mobile Pty Limited ACN 054 365 696 is fixed to this document in accordance with its constitution in the presence of

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)



\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

Signed sealed and delivered by Optus Mobile Pty Limited ACN 054 365 696 by its attorney the Company Secretary pursuant to Power of Attorney dated 7 August 1998 in the presence of

\_\_\_\_\_  
Witness

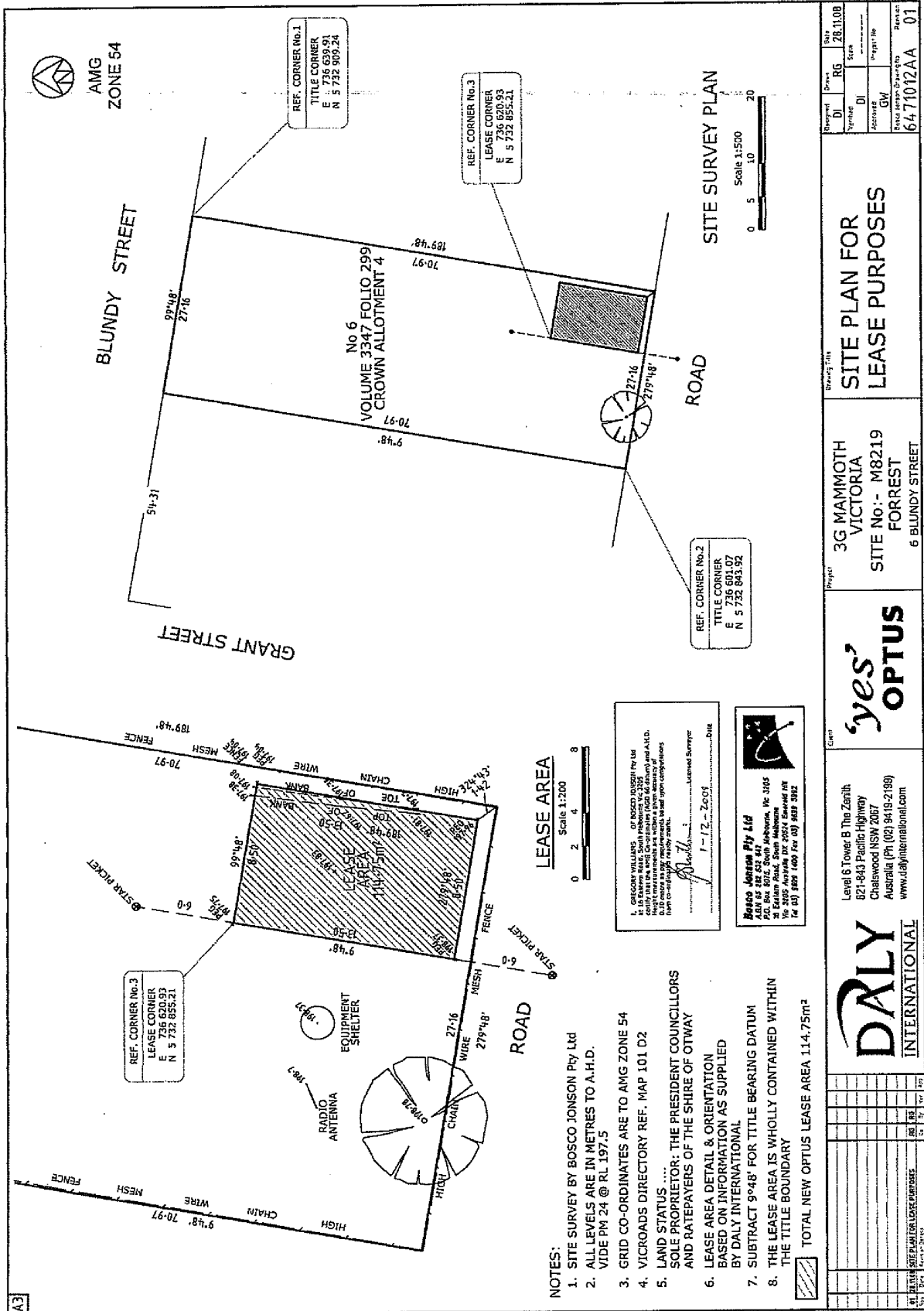
\_\_\_\_\_  
Company secretary



\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name





- NOTES:**
1. SITE SURVEY BY BOSCO JONSON Pty Ltd
  2. ALL LEVELS ARE IN METRES TO A.H.D. VIDE PM 24 @ RL 197.5
  3. GRID CO-ORDINATES ARE TO AMG ZONE 54
  4. VICROADS DIRECTORY REF. MAP 101 D2
  5. LAND STATUS ...  
AND RATEPAYERS OF THE SHIRE OF OTWAY
  6. LEASE AREA DETAIL & ORIENTATION BASED ON INFORMATION AS SUPPLIED BY DALY INTERNATIONAL
  7. SUBTRACT 9°48' FOR TITLE BEARING DATUM
  8. THE LEASE AREA IS WHOLLY CONTAINED WITHIN THE TITLE BOUNDARY
- TOTAL NEW OPTUS LEASE AREA 114.75m<sup>2</sup>

**Bosco Jonson Pty Ltd**  
 2/11, 1/12, 2/201  
 Level 6 Tower B The Zenith  
 821-843 Pacific Highway  
 Chaswood NSW 2067  
 Australia (Ph) (02) 9419-2189  
 www.dalyinternational.com

|  |   |   |                          |   |
|--|---|---|--------------------------|---|
| <b>REF. CORNER No.1</b><br>TITLE CORNER<br>E 736 639.91<br>N 5 732 909.24  | <b>REF. CORNER No.2</b><br>TITLE CORNER<br>E 736 901.07<br>N 5 732 893.92 | <b>REF. CORNER No.3</b><br>LEASE CORNER<br>E 736 620.93<br>N 5 732 855.21 | Scale 1:500<br>0 5 10 20 | Sheet No. 28.1108<br>Date 28.11.08  |
|  |   |   |                          | Project<br><b>SITE PLAN FOR 3G MAMMOTH VICTORIA LEASE PURPOSES</b><br>SITE NO. - M8219 FORREST<br>6 BLUNDY STREET |
| Client<br><b>'yes' OPTUS</b>   |   |   |                          | Scale 1:200<br>0 2 4 8  |
| Project<br><b>SITE PLAN FOR 3G MAMMOTH VICTORIA LEASE PURPOSES</b><br>SITE NO. - M8219 FORREST<br>6 BLUNDY STREET                        |   |   |                          | Scale 1:200<br>0 2 4 8  |
| Client<br><b>DALY INTERNATIONAL</b>  |   |   |                          | Scale 1:200<br>0 2 4 8  |
| Level 6 Tower B The Zenith<br>821-843 Pacific Highway<br>Chaswood NSW 2067<br>Australia (Ph) (02) 9419-2189<br>www.dalyinternational.com |   |   |                          | Scale 1:200<br>0 2 4 8  |
| Project<br><b>SITE PLAN FOR 3G MAMMOTH VICTORIA LEASE PURPOSES</b><br>SITE NO. - M8219 FORREST<br>6 BLUNDY STREET                        |   |   |                          | Scale 1:200<br>0 2 4 8  |



|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

- NOTES:**
1. EXISTING OTHER CARRIER'S EQUIPMENT IS SHOWN INDICATIVE ONLY.
  2. PROPOSED TOWER DESIGN SHOWN INDICATIVE ONLY (MANUFACTURER, DESIGN AND CAPACITY TO BE CONFIRMED).
  3. PROPOSED PANEL ANTENNAS COLOUR TO BE CONFIRMED.

**DAILY INTERNATIONAL**

Level 8 Tower B The Zenith  
827-943 Pacific Highway  
Chatswood NSW 2067  
Australia (Ph) (02) 9419-2189  
www.dailyinternational.com

**'yes' OPTUS**

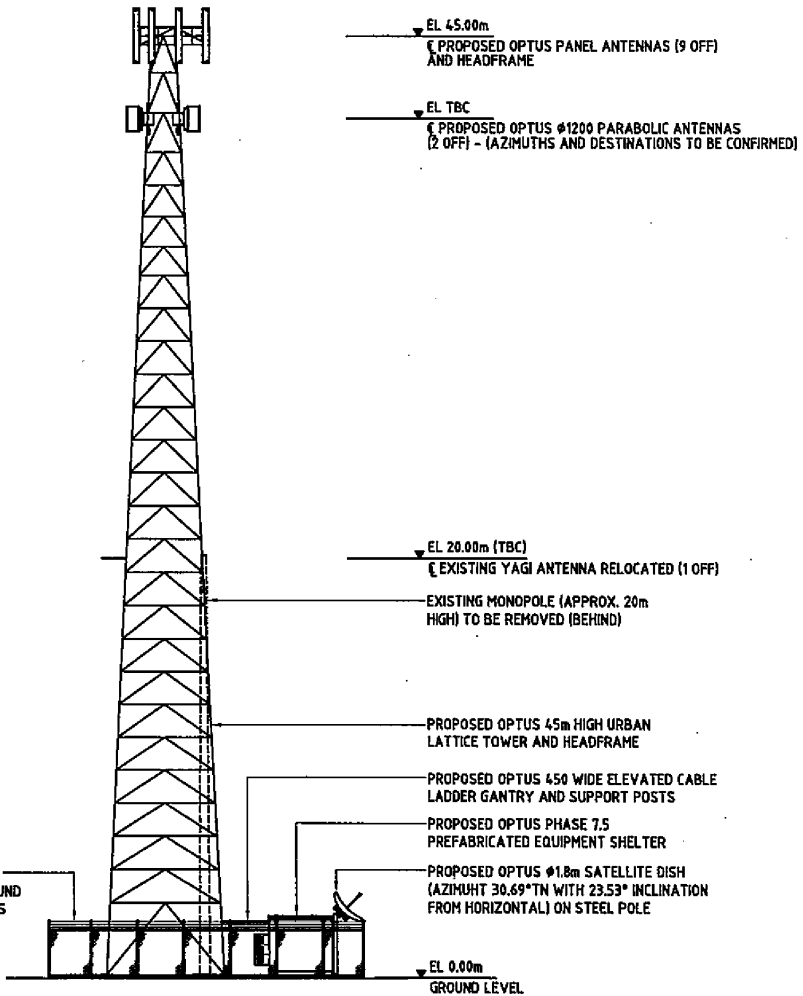
3G MAMMOTH  
VICTORIA  
SITE No: M8219C  
FORREST  
6 BLUNDY STREET

SITE ELEVATION

|   |    |    |    |    |     |
|---|----|----|----|----|-----|
| 0 | 10 | 20 | 30 | 40 | 50m |
|---|----|----|----|----|-----|

**PRELIMINARY**

|           |           |          |
|-----------|-----------|----------|
| Designed  | Drawn     | Date     |
| Checked   | Scale     | 15.09.08 |
| Verified  | Scale     | 1:200    |
| Approved  | Signature |          |
| CT        |           |          |
| Revised   |           |          |
| M8219C-G4 |           | 02       |



**EASTERN ELEVATION**   
SCALE 1:200



**OM092511-11****CONTRACT APPROVAL  
CONTRACT 0917 - BITUMINOUS SEALING WORKS**

|             |                           |           |            |
|-------------|---------------------------|-----------|------------|
| AUTHOR:     | Roger Fox                 | ENDORSED: | Neil Allen |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | Con0917    |

**Purpose**

Tenders have been received for Contract 0917 - Bituminous Sealing Works which requires Council approval to award the contract.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

Tenders closed on 21 October, 2009, for the bitumen spray sealing of approximately 200,000 square metres of local roads in Colac Otway Shire.

This contract is a lump sum schedule of rates contract with rise and fall included for any increase (or decrease) in prices for bitumen products.

The tender documentation specifies that Cosworks will supply and deliver sealing aggregate to nominated stack sites and this is not included in the tender price, but is part of the budget costs.

The following two tenders were received :

| <b>Tenderer</b>                     | <b>Tendered Price<br/>\$</b> |
|-------------------------------------|------------------------------|
| <b>Boral Resources (Vic)</b>        | <b>737,379.19</b>            |
| <b>Sprayline Surfacing Services</b> | <b>682,806.00</b>            |

Prices do not include GST

Tenders were evaluated and a recommendation is made in accordance with Council's *Tendering and Contracts Policy*.

All tenders were evaluated and scored using selection criteria specified which includes:

- compliance with the Conditions of Tender;
- financial viability of the Tenderer at the date of Tender submission;
- relevant expertise and track record;
- the quality of the proposed organisation and management structure which the Tenderer proposes will perform the Contract;
- the resources available to the Tenderer to perform the Contract;
- workload of the Tenderer at the date of Tender;
- confidence in the ability of the Tenderer to perform the Contract;
- ability to satisfy Occupational Health and Safety requirements;
- confidence in the ability of the Tenderer to meet the time requirements of the Contract;

- tendered price; and
- value for money.

The Tender Evaluation Panel assessed the submission by **Sprayline Surfacing Services** as being the best value and scored highest overall when applying the selection criteria. Sprayline is a business operated by the Roads Corporation (Vicroads).

The Evaluation Panel recommended to accept the lowest priced tender of Sprayline which is less than the Boral Resources (Vic) submission.

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

Tenders were evaluated in accordance with Council's *Tendering and Contracts Policy*.

This is a project contained within the Council 2009/10 Capital Works Program and is in accordance with Council's Road Management Plan for asset maintenance and renewal.

### **Issues / Options**

Options are to:

1. Proceed with the awarding of the contract; or
2. Not award the contract and arrange an alternative course of action.

It is considered necessary to award the contract and proceed with resealing works in a timely manner to ensure the efficient and effective maintenance of the road network and compliance with the Road Management Plan.

### **Proposal**

It is proposed to accept a tender and engage the contractor to complete the annual reseal program and the final seals programme for this year. Works to be undertaken are priced lower than the available budgets.

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

The following budgets have been allocated to bituminous sealing works:

| <b>FUNDING SOURCE</b>      | <b>SEALING WORKS</b> |
|----------------------------|----------------------|
| Council local road reseals | \$829,250            |
| Externally funded works    | \$303,600            |
| <b>Total funding</b>       | <b>\$1,132,850</b>   |

External funded works receive funding from :-

- *Roads To Recovery;*
- *Strategic Auslink Fund; and*
- *Local Roads To Market Program.*

The allocated budgets for both Council funded works and for works funded from external sources includes the tender cost plus the purchase and supply of sealing aggregate and cartage costs by Cosworks. Tenders received are considered to be competitive.

The preferred tender of Sprayline Surfacing Services at \$682,806 (not including GST) is within the available budget. There is a contingency (provisional item) in the tender price of \$50,000 to allow for rise and fall in bitumen product prices and will be deducted from the contract sum in part if not fully utilised. The additional cost of sealing aggregate supply and

cartage will fully expend the budget allocation. If there is any surplus, then the contract is a lump sum schedule of rates and has the ability to include additional works based on the asset priority lists to reduce the Asset Renewal Gap.

### **Risk Management & Compliance Issues**

The preferred tenderer, Sprayline, has a good track record of management of risks and completion of contracts to specification and on time. They completed sealing works for Council in 2006/2007 when the works were done to high standard. Council should be confident that contracting with Sprayline will minimise exposure to occupational health and safety issues and non-compliance with the contract.

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

Contractors are required under the contract to provide suitably approved environmental plans and to actively prevent any adverse impacts to environmental values. Previously Sprayline has managed environmental concerns thoroughly and adequately.

An interview was undertaken with Sprayline to confirm required environmental consideration of roadside vegetation with reference to conservation values and expected procedures for assessing environmental aspects, as specified in the tender documents. They are prepared to undertake the necessary measures of putting into place adequate procedures for protection of roadside vegetation.

### **Communication Strategy / Consultation**

The tender was advertised in the Colac Herald on 25 September 2009 and the Geelong Advertiser, Ballarat Courier and The Age on 26 September 2009. The tender was also advertised on the Colac Otway Shire website.

Prior to commencement of sealing works a public notice is to be placed in the local newspaper(s) to advise of pending operations. Also, immediately prior to undertaking works (usually a few days) the successful contractor is required to directly notify affected residents with a letterbox drop.

### **Implementation**

Upon Council's approval, the Contract will be awarded and works will be programmed to commence. Sprayline Surfacing Services has indicated a commencement date of December 2009 with all works to be completed by 31 March 2010, as required by the contract.

### **Conclusion**

A recommendation is made to award the contract to Sprayline Surfacing Services to complete the Councils sealing program for 2009/2010.

### **Attachments**

Nil

### **Recommendation(s)**

#### ***That Council:***

- 1. Awards Contract 0917 for Bituminous Sealing Works to Sprayline Surfacing Services at the tendered price of \$682,806 (excluding GST); and***
- 2. Delegates to the Chief Executive Officer the authority to sign and place under Council seal the contract documents following award of Contract 0917.***

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**OM092511-12      SPECIAL CHARGE SCHEME - SINCLAIR STREET SOUTH,  
ELLIMINYT**

|             |                           |           |                                     |
|-------------|---------------------------|-----------|-------------------------------------|
| AUTHOR:     | Wasantha Opanayaka        | ENDORSED: | Paula Gardiner                      |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | Sinclair St Sth - Elliminyt - Roads |

**Purpose**

At the 23 September 2009 Council Meeting, Council gave notice of its Intention to Declare a Special Charge Scheme for the construction of the unsealed section of Sinclair Street South, Elliminyt, from Pound Road through to Irrewillipe Road.

This report is presented for Council to now consider formally declaring the Special Charge Scheme for the construction of the unsealed section of Sinclair Street South, Elliminyt. It is anticipated that the project will be included in the future works program, if adopted by Council.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

Sinclair Street South is approximately 830m in length running between Pound Road and Irrewillipe Road, Elliminyt.

Sinclair Street South currently consists of a 20m road reserve with an unsealed two way road. The average width of the existing gravelled pavement is approximately 7 metres.

Several residents have contacted Council regarding the existing condition of Sinclair Street South raising a number of issues, generally relating to poor ride quality (due to corrugations and potholes), dust in summer and mud in winter.

On the 16 April 2008, a meeting was held with Council and abutting property owners. From that meeting a survey was sent seeking feedback on the proposed scheme. Initial response from the survey indicated support from owners between Pound Road and Airey Street, but limited support from property owners between Airey Street and Irrewillipe Road. Subsequent correspondence from owners between Airey Street and Irrewillipe Road has shown support for that section as well.

On the 2 December 2008 a letter was sent out advising residents of the results of the survey and that officers were preparing a scope of works to construct only the section of Sinclair Street South between Pound Road and Airey Street.

In response to the December letter to residents, Council received further correspondence from residents requesting a review of the scope and that the Airey Street to Irrewillipe Road section remain in the scheme. After due consideration, another letter was sent to residents advising them that the intent was now to propose the original scheme and include the construction of the unsealed pavement between Pound Road and Irrewillipe Road.

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

The proposed project as a Special Charge Scheme is consistent with Council's Special Charge Scheme Policy, and implementation will be 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 including:

- Community Consultation Policy; and
- Tendering Policy.

### **Issues / Options**

There are three (3) practical options available, which are:

#### *Option One –*

Construct and seal Sinclair Street South and implement a Special Charge Scheme to recoup 65% of the total project costs from the abutting property owners, with the remaining 35% to be funded by Council due to the calculated Community Benefit.

#### *Option Two –*

The construction and sealing of Sinclair Street South be included in future Capital Works Programs and be funded by general rate revenue.

#### *Option Three –*

Abandon the proposal, which would result in no improvement works being undertaken in Sinclair Street South.

### Legislative Requirements

In accordance with Section 163 of the Local Government Act 1989, Council powers are as follows:

#### ***“S 163 Special rate and special charge***

*(1) A Council may declare a special rate, a special charge or a combination of both only for the purposes of—*

*(a) defraying any expenses; or*

*(b) repaying (with interest) any advance made to or debt incurred or loan raised by the Council—*

*in relation to the performance of a function or the exercise of a power of the Council, if the Council considers that the performance of the function or the exercise of the power is or will be of special benefit to the persons required to pay the special rate or special charge.”*

Of the three (3) options available, option One was the preferred option as the proposed works do provide a special benefit to the abutting property owners, thus a special charge scheme should be implemented to recoup a proportion of the total cost of the project.

### Public Notice

The public notice was advertised in the Colac Herald on the 14 October 2009 advising of Council's notice of Intention to Declare a Special Charge Scheme for the construction of the unsealed section of Sinclair Street South, Elliminyt. Courtesy letters were sent to all property owners included in the Special Charge Scheme boundary on 8 October 2009.

At the close of the submission period, Council had received five (5) objections to the proposed scheme. A Special Committee of Council met on Wednesday 11 November 2009 to consider all submissions received, and heard three (3) verbal submissions relating to the proposed scheme.

#### Submissions Consideration

The submissions received mainly related to the benefits received and the method of apportionment.

After due and careful consideration, the Special Committee recommended that –

- The apportionment be reviewed in that the Access benefit to those properties already having a primary access from a sealed road be reduced to 50%. The Amenity benefit is to remain as full benefit.

The overall recommendation of the Special Committee was to proceed with the Scheme as presented subject to the revision noted above.

### **Proposal**

#### Description of Proposed Works

The proposed construction work involves the construction of the unsealed pavement of Sinclair Street South, from Pound Rd to Irrewillipe Road, which includes:

- Overlay existing gravel pavement with 150mm Class 2 20mm Fine Crushed Rock;
- Two coat bitumen wearing course road seal; and
- Minor drainage and other associated works.

#### Special Benefit

It is considered the special benefits to be derived from the properties in the scheme are:

- Improved property access;
- Improved road safety; and
- Improved amenity.

#### Apportionment

All associated works to complete the construction of the unsealed pavement of Sinclair Street South, Elliminyt are estimated to cost \$283,000.

As Sinclair Street South is a through road between Pound Road and Irrewillipe Road, an element of the project will include a community benefit.

The community benefit was calculated using traffic counter data. The data showed 44% of the traffic using Sinclair Street South was through traffic, with the remaining 56% being local property traffic.

An assessment of the community benefit according to government guidelines, taking into account the one non-rateable property, and allowing for a 50% access benefit and a 50% amenity benefit indicates that the Community Benefit Ratio is 65%. Therefore, Council is only able to recoup up to 65% of the total project cost. As such, it is proposed that the property owners contribute 65% of the total cost of the project and Council contribute 35% of the project.

Therefore Council will be required to contribute 35% of the total project costs, or an estimated \$99,050, leaving an estimated \$183,950 to be apportioned across the 20 abutting rateable properties considered to receive a Special Benefit.

### Apportionment of the Special Charge across the properties

In establishing the apportionment method, consideration was given to property size variation, zoning, access and amenity and special benefit to each property included in the Special Charge Scheme, in order to apply a fair and reasonable apportionment of the project cost.

A number of factors were considered when determining the apportionment method, namely:

- Land Use Zone -  
All properties abutting the unsealed section of Sinclair Street South is zoned Rural Living 1 where the minimum block size is 1.2ha. Under the current planning scheme, the only block with the potential to be further subdivided is 200 Cant Road which, subjected to planning approval, could be subdivided into 3 lots. Development potential is assessed and a unit benefit is applied to each of the potential blocks.
- Property Size  
Property frontage along Sinclair Street South varies from 18m, 45m, 70m and 200m. There are a number of properties that have property sideage abutting Sinclair Street.
- Access & Amenity  
Each existing property is assumed to have single residence and as such receives the same benefit both in terms of access and amenity.
- Special Benefit  
Each property abutting the unsealed section of Sinclair Street South would gain the same special benefit.

### Payment Options

It is proposed the Special Charge 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 and Other Resource Implications**

As there is a community benefit calculated as part of the proposal for the construction of the unsealed pavement of Sinclair Street South, there will be financial implications to Council.

The community benefit was calculated using traffic flow data, with 44% of the total traffic volume being through traffic, leaving the remaining 56% of traffic volume associated with the residents of Sinclair Street South. The Benefit ratio was calculated to be 65% meaning that the residents contribute 65% and Council contribute the remainder – 35%. Accordingly, 65% of the estimated project costs (\$183,950) will be apportioned among the 20 rateable properties abutting Sinclair Street South. The recommended apportionment method is by benefit unit with one (1) benefit unit equating to an estimated \$8,656.47.

Council is required to make a financial contribution to the scheme due to the community benefit component of the proposal, which equates to an estimated \$90,050 which will need to be funded from rate revenue and included in the 2010/2011 Capital Works Program.



**Risk Management & Compliance Issues**

This proposal will be implemented consistent with Council's Special Charge Scheme Policy and the relative requirements of the Local Government Act 1989.

**Environmental and Climate Change Considerations**

No environmental issues have been considered at this stage of the proposal. If a Special Charge Scheme is declared for the construction of the unsealed pavement of Sinclair Street South, environmental issues will be considered prior to the commencement of construction works.

**Communication Strategy / Consultation**

On 16 April 2008, a meeting was held with Council and the property owners abutting Sinclair Street South. From that meeting a survey was sent seeking feedback on the proposed construction of the unsealed pavement of Sinclair Street South by way of Special Charge Scheme.

Of the 17 surveys sent back, 11 requested further investigation of a Special Charge Scheme, and 6 did not want any further investigation completed.

A Public Notice and associated correspondence was sent to all property owners abutting Sinclair Street South, and advertised in local news papers advising of Council's Intention to Declare a Special Charge Scheme on the dates noted above.

**Implementation**

The First Notices and associated correspondence will be sent to all properties involved in the scheme notifying property owners of Council's declaration of the scheme following the Christmas period.

In accordance with the Local Government Act 1989, applicants may make a submission to VCAT in relation to the Scheme, if they wish to object to the process.

It is anticipated that works will be undertaken during the 2010/2011 financial year if the scheme proceeds.

**Conclusion**

The implementation of a Special Charge Scheme for the construction of the unsealed pavement of Sinclair Street South is in-line with Council's Special Charge Scheme Policy, and allows for street improvement to occur with a proportion of the cost of the project being apportioned across abutting property owners.

It allows for the improvement of Sinclair Street South to be completed within the financial limits of Council's Capital Works Program.

**Attachments**

1. Preliminary Estimate Nov 09
2. Sinclair St Sth Plan
3. Sinclair St Sth Property Cost Details
4. Cost Benefit Calculation

**Recommendation(s)****That Council:**

**Resolve with respect to the construction of the unsealed pavement of Sinclair Street South, Elliminyt, to declare a Special Charge Scheme for the construction of these works such that:**

- (a) **The construction of a sealed pavement and associated works will be of special benefit to properties described in paragraph (e) and shown on the attached plan by way of:**
- **Improved property access;**
  - **Improved road safety; and**
  - **Improved amenity of the area.**
- (b) **A special charge be declared for the period commencing on 1 July 2010 and in accordance with the Local Government Act 1989.**
- (c) **A special charge scheme be declared for defraying any expenses in relation to the pavement construction of Sinclair Street South, Elliminyt described in subsequent paragraphs of this resolution including expenses associated with:**
- **Construction of road shoulder pavement and two coat bitumen wearing course road seal; and**
  - **Associated works.**
- (d) **The following be described as the area for which the special charge is declared:**
- **The unsealed pavement of Sinclair Street South, Elliminyt between Pound Road and Irrewillipe Road for a length of approximately 830m and applying to properties described in paragraph (e).**
- (e) **The following be declared as the land in relation to which the special charge is so declared:**

|                                  |                                           |
|----------------------------------|-------------------------------------------|
| <b>194 Sinclair Street South</b> | <b>C/A 24 Section A</b>                   |
| <b>200 Sinclair Street South</b> | <b>C/A 23 Section A</b>                   |
| <b>204 Sinclair Street South</b> | <b>LOT 1 LP71879 C/A PT.22 Section A</b>  |
| <b>208 Sinclair Street South</b> | <b>LOT 2 LP71879 C/A PT.22 Section A</b>  |
| <b>212 Sinclair Street South</b> | <b>C/A 21 Section A</b>                   |
| <b>218 Sinclair Street South</b> | <b>C/A 20 Section A</b>                   |
| <b>222 Sinclair Street South</b> | <b>LOT 1 TP587211W</b>                    |
| <b>226 Sinclair Street South</b> | <b>CP160454</b>                           |
| <b>232 Sinclair Street South</b> | <b>C/A 1 Section H</b>                    |
| <b>238 Sinclair Street South</b> | <b>LOT 1 TP779415</b>                     |
| <b>246 Sinclair Street South</b> | <b>LOT 1 PS 513219K (C/A 6 Section H)</b> |
| <b>275 Sinclair Street South</b> | <b>LOT 2 PS510563K</b>                    |
| <b>285 Sinclair Street South</b> | <b>LOT 2 LP308326D</b>                    |
| <b>295 Sinclair Street South</b> | <b>LOT 2 PS523188</b>                     |
| <b>303 Sinclair Street South</b> | <b>C/A 12 Section K</b>                   |
| <b>313 Sinclair Street South</b> | <b>C/A 13 Section K</b>                   |

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>323 Sinclair Street South</b> | <b>C/A 14 &amp; 15 Section K</b> |
| <b>232 Pound Road</b>            | <b>C/A PT.26 Section A</b>       |
| <b>248 Pound Road</b>            | <b>LOT 3 PS517162R</b>           |
| <b>200 Cants Road</b>            | <b>PC366956</b>                  |
| <b>120 Irrewillipe Road</b>      | <b>C/A 10 Section H</b>          |

- (f) **The following be specified as the criteria which forms the basis of the special charge so declared:**
- **Ownership of the land described in paragraph (e) of the recommendation.**
- (g) **The following be specified as the manner in which the special charge so declared be assessed and levied:**
- **The unit of assessment is one (1) benefit unit. The unit benefit equates to an estimated \$8,656.47.**
- (h) **Having regard to the proceeding parts of this Resolution but subject to Section 166(1)(b) of the Local Government Act 1989:**
- (i) **it can be confirmed that the owner of each rateable land described in Column 1 of the Schedule will therefore be liable for the respective amounts set out in Column 2 of the Schedule; and**
- (ii) **it be recorded that each owner may, subject to Section 167(4) of the Local Government Act 1989 and any further Resolution of Council pay the special charge in the following manner.**
- (a) **Payment of quarterly instalments (commencing within one calendar 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; or**
- (b) **Payment by lump sum to be paid within one calendar month of the issue of notice requesting payment.**
- (j) **It be recorded that, subject to Section 163B and 166(1)(b) of the Local Government Act 1989, Council proposes to use the money from the special charge so declared in the manner set out in the "Estimate" annexed to this resolution.**
- (k) **That Council allocates \$90,050 as its portion to the Special Charge Scheme in the 2010/2011 Capital Works Program for consideration in the 2010/11 budget process.**

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Check Estimate - Sep 09

**PROJECT DESCRIPTION :**

**DATE :** Aug-09

Sinclair Street, Elliminyt

Street Construction - Provide a 6.2m wide seal with 1.5m wide crushed rock shoulders

- Open drains to remain - minor works at Airey St

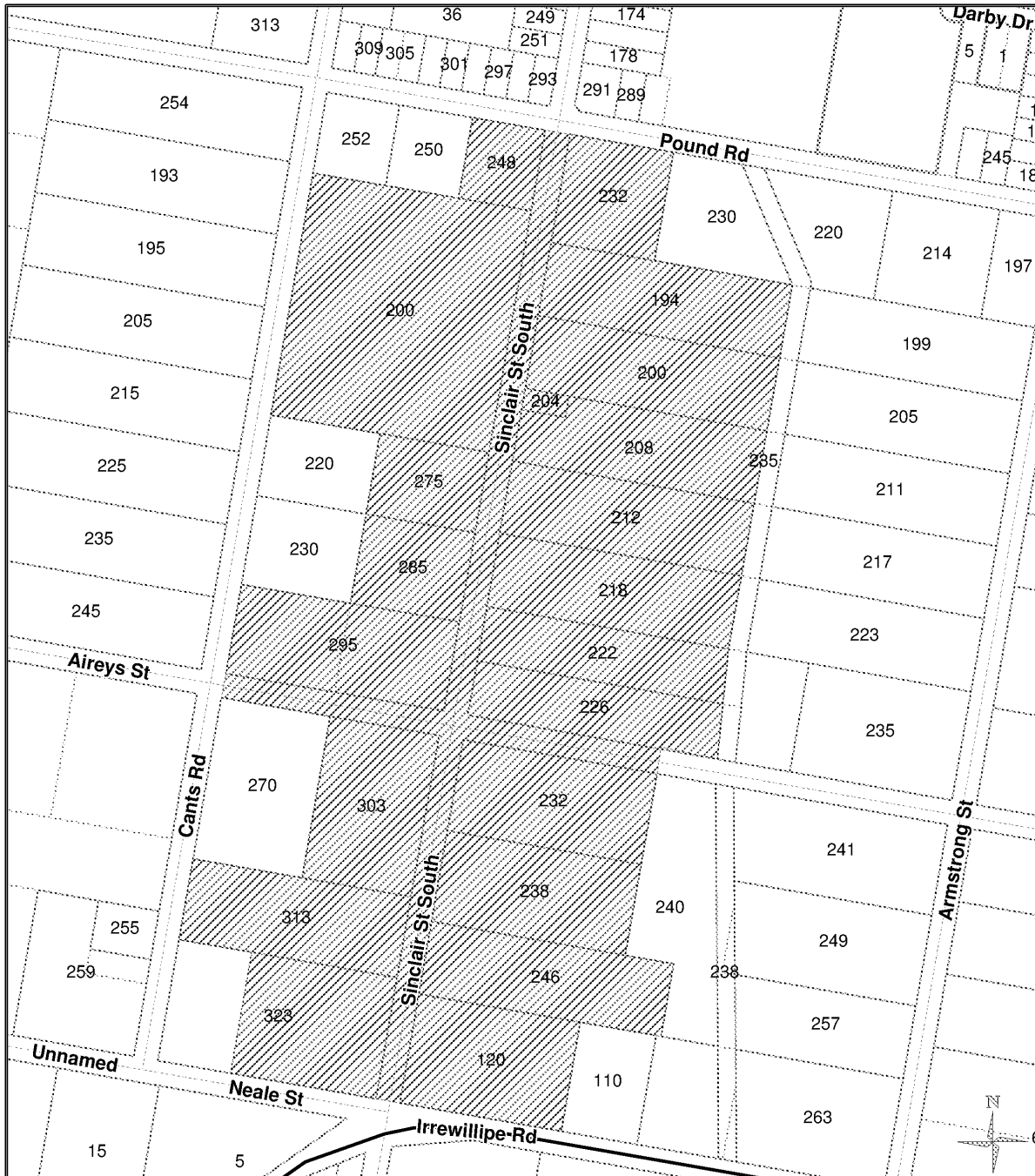
- Does not include Intersection upgrade at Irrewillipe rd

| ITEM        | DESCRIPTION   | QUANTITY | UNIT              | RATE<br>\$ | AMOUNT<br>\$ |
|-------------|---|----------|-------------------|------------|--------------|
| <b>1.00</b> | <b>GENERAL</b>  |          |                   |            |              |
| 1.01        | Initial site establishment and set up including traffic management during construction, decamping and site cleanup and other fixed costs up to time of completion of works. |          | ITEM              |            | \$10,000     |
| <b>2.00</b> | <b>EARTHWORKS &amp; DEMOLITION</b>  |          |                   |            |              |
| 2.01        | Digout soft spots and replace with 40mm Class 3 FCR   | 50       | m3                | \$100.00   | \$5,000      |
| <b>3.00</b> | <b>PAVEMENT WORKS</b>   |          |                   |            |              |
| 3.01        | Trim shape and compact existing road  |          |                   |            |              |
|             |   | 7636     | m2                | \$2.50     | \$19,090     |
| 3.02        | 150mm compacted depth Class 2 20mm crushed rock, supplied, (spread 9.2mwide)  | 1145.4   | (compacted)<br>m3 | \$66.00    | \$75,596     |
| 3.03        | 150mm compacted depth Class 2 20mm crushed rock, spread, trimmed to shape and compacted.(spread 9.2mwide)   | 7636     | m2                | \$3.00     | \$22,908     |
| 3.06        | 6.2m wide, 7mm Primer Seal, supplied and placed.  | 5146     | m2                | \$4.50     | \$23,157     |
| 3.07        | 6.2m wide, 10mm Final seal supplied and placed.   | 5146     | m2                | \$4.50     | \$23,157     |
| <b>4.00</b> | <b>SERVICES</b>   |          |                   |            |              |
| 4.01        | Alteration to services  |          | Item              |            | \$2,000      |
| <b>5.00</b> | <b>DRAINAGE</b>   |          |                   |            |              |
| 5.01        | Clean out and maintain existing table drains including removal and disposal of excess material as required  | 1650     | m                 | \$10.00    | \$16,500     |
| <b>7.00</b> | <b>LANDSCAPING</b>  |          |                   |            |              |
| 7.01        | Repairs to nature strips  |          | ITEM              |            | \$4,000      |
| <b>8.00</b> | <b>SIGNING, LINE-MARKING, FENCING AND LIGHTING</b>  |          |                   |            |              |
| 8.01        | Erection of permanent signs and posts.  | 4        | No                | \$150.00   | \$600        |
| 8.02        | Line-marking  |          | ITEM              |            | \$2,000      |

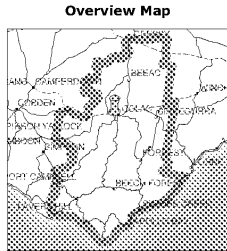
|                   |                  |
|-------------------|------------------|
| SUB-TOTAL         | \$204,008        |
| 20% CONTINGENCIES | \$40,802         |
| <b>TOTAL</b>      | <b>\$244,810</b> |

|                            |                  |
|----------------------------|------------------|
| EST. DETAILED DESIGN COSTS | \$24,500         |
| EST. SCHEME ADMIN COSTS    | \$7,300          |
| EST. CONTRACT ADMIN COSTS  | \$6,390          |
| <b>GRAND TOTAL</b>         | <b>\$283,000</b> |

|                                |           |
|--------------------------------|-----------|
| Council Contribution - 35%     | \$99,050  |
| Prop. Owner Contribution - 65% | \$183,950 |



**Sinclair St Sth - Special Charge Scheme**



| PROPERTY                   |                  | LEGEND |                     |
|----------------------------|------------------|--------|---------------------|
|                            | Parcel           |        | Assessment/Property |
|                            | Proposed Parcels |        | Road Polygons       |
|                            | Crown Land       |        | Road                |
| <b>Road Infrastructure</b> |                  |        |                     |
|                            | level crossing   |        | gate                |
|                            | ford             |        | bridge              |

MAP SCALE = 1 : 4507

Cadastral Information from Land Victoria,  
 Department of Sustainability & Environment.

**Disclaimer Note**

Colac-Otway Shire Council (the Council) does not warrant or represent that the above information is free from errors or omissions. A person using the information should conduct independent enquiries to verify the accuracy of the information.

To the extent permitted by law, the Council, its employees and agents shall have no liability (including liability by reason of negligence) to any person for any loss, damage, cost or expense incurred or arising as a result of any information, whether by reason of any error, omission or misrepresentation in the information or for any action taken by any person in reliance upon the information.



Printed: 12/08/2009

| <b>Schedule</b>           |  |                      |                     |
|---------------------------|--|----------------------|---------------------|
| <b>Address</b>            | <b>Property</b>  | <b>Benefit Units</b> | <b>Cost</b>         |
| 194 Sinclair Street South | C/A 24 Section A   | 1                    | \$8,361.36          |
| 200 Sinclair Street South | C/A 23 Section A   | 1                    | \$8,361.36          |
| 204 Sinclair Street South | Lot 1 LP71879 C/A Pt.22 Section A                        | 1                    | \$8,361.36          |
| 208 Sinclair Street South | Lot 2 LP71879 C/A Pt.22 Section A                        | 1                    | \$8,361.36          |
| 212 Sinclair Street South | C/A 21 Section A   | 1                    | \$8,361.36          |
| 218 Sinclair Street South | C/A 20 Section A   | 0                    | \$0.00              |
| 222 Sinclair Street South | Lot 1 TP587211W  | 1                    | \$8,361.36          |
| 226 Sinclair Street South | CP160454   | 1                    | \$8,361.36          |
| 232 Sinclair Street South | C/A 1 Section H  | 1                    | \$8,361.36          |
| 238 Sinclair Street South | Lot 1 TP779415   | 1                    | \$8,361.36          |
| 246 Sinclair Street South | Lot 1 PS 513219K (C/A 6 Section H)                       | 1                    | \$8,361.36          |
| 275 Sinclair Street South | Lot 2 PS510563K  | 1                    | \$8,361.36          |
| 285 Sinclair Street South | Lot 2 LP308326D  | 1                    | \$8,361.36          |
| 295 Sinclair Street South | Lots 1 & 2 PS523188 (Includes 240 Cants Road, Elliminyt) | 1                    | \$8,361.36          |
| 303 Sinclair Street South | C/A 12 Section K   | 1                    | \$8,361.36          |
| 313 Sinclair Street South | C/A 13 Section K   | 1                    | \$8,361.36          |
| 323 Sinclair Street South | C/A 14 & 15 Section K                                    | 1                    | \$8,361.36          |
| 232 Pound Road            | C/A Pt.26 Section A                                      | 1                    | \$8,361.36          |
| 248 Pound Road            | Lot 3 PS517162R  | 1                    | \$8,361.36          |
| 200 Cants Road            | PC366956   | 3                    | \$25,084.09         |
| 120 Irrewillipe Road      | C/A 10 Section H   | 1                    | \$8,361.36          |
| <b>Total</b>              |  | <b>22</b>            | <b>\$183,950.00</b> |

**CALCULATION OF BENEFIT RATIO FOR SINCLAIR ST SCS**

Karingal 3 Access BU's and Large lot 3 Amenity BU's  
and 120 Irewillippe, 232 Pound Rd & 248 Pound Rd to have 0.5 Access units only

19 + 3 possible private properties = TSB(in) = 22 BU  
1 non rateable property = TSB(out) = 1 BU

Traffic  
Total Traffic Traffic Count  
Local property Traffic "14 residences \*10 VPD 252 VPD  
Through Traffic (General Community) 112 112  
112/253 44%

|                   |              |              |                                |
|-------------------|--------------|--------------|--------------------------------|
| Access            | 22 Priv Prop | Non Rateable | Total property access units    |
| Access to 3 props | TSB(in)      | TSB(out)     |                                |
| Amenity           | 50% * (19)   | 1.5          | 11.75                          |
|                   | 25% * (3)    | 0.75         | Karingal Traffic 3 times other |
|                   | 50% * (22)   | 11           |                                |
|                   |              | 21.25        |                                |

21.15 Total access benefits  
44% Through Traffic  
9.306 Through traffic benefit units

Benefit ratio  $\frac{TSB(in)}{TSB(in) + TSB(out) + TCB}$   $\frac{21.25}{21.25+2+9.306}$  65% Council can charge residents this proportion of the total cost

Benefit Ratio calcs.xls -Kar3Traf,3 Its,3x0.5 Access

13/1/2009



CONSENT CALENDAROFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM  | D | W |
|---|---|---|
| <p><b><u>SUSTAINABLE PLANNING AND DEVELOPMENT</u></b></p> <p><b><u>OM092511-13 STANDPIPE MANAGEMENT</u></b></p> <p>Department: Sustainable Planning and Development</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Note the contents of the petition/joint letter opposing the closure of the Pirron Yallock Standpipe.</i></b></li> <li><b><i>2. Endorses the Barpinba, Pirron Yallock, Alvie and Yeo standpipes remain open for Fire Fighting purposes only.</i></b></li> <li><b><i>3. Endorses the keys be issued to CFA Brigade Captains to administer access on days with a fire danger rating of very high, severe, extreme or catastrophic.</i></b></li> <li><b><i>4. Endorses a review of standpipe usage after the 2009/10 fire season and an investigation of alternative solutions carried out for the Pirron Yallock and Barpinba standpipes.</i></b></li> </ol> |   |   |
| <p><b><u>OM092511-14 TOWNSHIP PROTECTION PLANS</u></b></p> <p>Department: Sustainable Planning and Development</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Endorse the eight attached Township Protection Plans and authorise the CEO to sign the Township Protection Plans.</i></b></li> <li><b><i>2. Note that the approval of Neighbourhood Safer Places will be subject to a separate process including Council endorsement at a later date.</i></b></li> <li><b><i>3. Consistently remind the community that in high risk areas all people should leave on Code Red</i></b></li> </ol>   |   |   |

|  |  |  |
|--|--|--|
| <p><i>days and that the entire community needs to think seriously about their own personal fire plan with the focus being on the preservation of life.</i></p> |  |  |
|--|--|--|

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

**OM092511-13      STANDPIPE MANAGEMENT**

|             |                                    |           |                     |
|-------------|------------------------------------|-----------|---------------------|
| AUTHOR:     | Stewart Anderson                   | ENDORSED: | Jack Green          |
| DEPARTMENT: | Sustainable Planning & Development | FILE REF: | Gen00179 Standpipes |

**Purpose**

The purpose of this report is to recommend management actions for five standpipes that were proposed for closure in July 2009.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

There are currently twelve standpipes in the Shire which are managed by Council on behalf of Barwon Water. The standpipes are for ratepayers without mains water who due to exceptional circumstances need water for domestic and stock usage, or commercial contractors undertaking works for Council. The standpipe network allows for contingency use in the event of unserviceable infrastructure or wild fire events. The Council runs the standpipes at a cost of approximately \$9,000 per year.

A risk assessment was carried out on the twelve standpipes in early 2008. The findings were that eleven had deficiencies that leave Council exposed to potential liability, and that costly improvements were required to bring the eleven standpipes into a state of compliance.

Budget requests were approved in 2008/2009 and 2009/2010 to implement upgrades. Currently eight of the standpipes still have significant deficiencies and this is expected to be further reduced to six by 30 June 2010.

At a Council workshop in June 2009 the five standpipes at Cressy, Barpinba, Yeo, Pirron Yallock and Alvie were proposed for closure. These five standpipes were identified as having significant costs associated with being upgraded to comply with the Water and Plumbing Regulations and Act, making them safe for users. All of these sites also had relatively low usage and hydrants located close by.

At the workshop Council agreed for the proposed closure to be carried out subject to further consultation with the community. Subsequent to the workshop Council carried out further investigation and found that recent usage of the Cressy standpipe had increased due to the closure of the Barpinba standpipe in August 2008. As a result it was decided that Cressy should remain open to service the northern section of the Shire, leaving four standpipes being considered for closure.

In August 2008 Council was advised by Barwon Water that the Barpinba standpipe must be closed because it was impacting on mains pressure for the surrounding area. Using the standpipe to fill up one standard spray tank would result in surrounding properties having very little water pressure for up to four hours. This occurs because the diameter of the mains pipe between Cressy and Barpinba is smaller than the diameter of the standpipe which is at the end of the line. Letters were sent to the CFA and the registered users of the

Barpinba Standpipe in August 2008 notifying them that it would be closed pending major upgrade to the infrastructure.

In July 2009 a media release was issued on the proposed closures Barpinba, Yeo, Pirron Yallock and Alvie standpipes and letters sent to all registered users seeking comment on the proposed closures that included a Standpipe Usage Survey form that could be completed and returned to Council.

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

Colac Otway Shire Council Annual Environment and Community Safety Business Plan 09/10 – Strategy 7.2.1 Provide Internal and External services to support the organisation in meeting the community's needs, Action 1 Manage access and maintenance for standpipes in the region.

### **Issues / Options**

In July 2009 Council received nine items of correspondence opposing the proposed closure of the Pirron Yallock, Alvie and Yeo standpipes and also two opposing the closure of the Barpinba standpipe. Four of the items of correspondence were from CFA brigades and all requested that the standpipes remain open because of their importance in fire fighting situations.

Four others were from users who disputed the low levels of usage and safety issues associated with their standpipes. They also indicated that the standpipes were critical for usage in fire fighting. One of the items of correspondence was signed by 40 residents opposing the closure of the Pirron Yallock standpipe due to its importance as a source of water in fire emergencies.

A letter was written to Barwon Water advising that the community would like the Barpinba standpipe to be available for Fire Fighting purposes and seeking advice on how this need could be catered for through another means.

Barwon Water's reply stated that they have no plans at this stage to construct any new mains to Cressy or along the Barpinba Road. Therefore, the issue that led to the closure of the standpipe cannot be rectified at this stage and consequently the Barpinba standpipe cannot be made available for general use in the foreseeable future. However, Barwon Water indicated that they have no objections to the standpipe being used in the event of a fire, but due to the small capacity of the main and the increased demand expected during a fire, little or no water will be available from the standpipe.

There are four options outlined below for Council to consider in relation to the proposed closure of four standpipes. The options include:

1. Close the Barpinba, Pirron Yallock, Alvie and Yeo standpipes immediately.
2. Leave the standpipes open for general use (excluding Barpinba). It is important to note that the Barpinba standpipe must be closed for general use.
3. Leave all four standpipes open for fire fighting needs only. Keys will be issued to CFA Brigade captains who can use the standpipes as required for brigade activities and will open the standpipes on high, severe, extreme and catastrophic fire danger days to allow the community to have access for fire fighting needs.
4. Leave all four standpipes open for general fire preparation (excluding Barpinba) and fire fighting needs. In addition to the access outlined in option three the community will be given a key by Council if they need it to prepare for a fire event at any time during the fire season.

**Proposal**

Due to the issues associated with using the Barpinba standpipe only Options 1 and 3 can be considered for this standpipe.

Option 3 is recommended as the appropriate way forward for all four standpipes given that the major concerns raised in the responses from the community related to fire fighting. CFA Officers have agreed to administer this arrangement to ensure the standpipes are only used for fire fighting needs and only opened on days with a fire danger rating of very high, severe, extreme or catastrophic.

Option 4 would allow more usage by the community during the fire season but in many cases the usage may not actually be for fire preparation or fire fighting needs. Therefore Option 4 is not recommended because of the significant risk associated with using the deficient standpipes (i.e. contaminating mains water supply or traffic accidents) for purposes not associated with a wild fire emergency.

Council will review this arrangement during 2010, following the upcoming fire danger period and will also investigate other approaches to maintaining access to water for fire fighting needs in the long term. For example, there may be an opportunity for water tanks to be located near the existing standpipes to more effectively service fire fighting needs and potential funding options to deliver this outcome will be investigated along with consideration of other relevant issues. This would need to be done in collaboration with the CFA and the local CFA Brigade to ensure that a viable solution is obtained. Given the strong community concerns raised in relation to the Barpinba and Pirron Yallock standpipes being closed, it is proposed that the investigation will initially focus on these two sites.

**Financial and Other Resource Implications**

Closing the four non compliant standpipes would save approximately \$40,000 required for upgrades and re-positioning works, and approximately \$2,000 overall per year for ongoing maintenance costs but this is not the recommendation of this report. Further financial costs will be associated with any other works required to maintain restricted fire service access on the four standpipes as recommended through this report, however the exact costs cannot be determined at this time and will be reported to Council following the investigation on options as outlined in this report.

There are other separate but unrelated costs to Council in implementing the upgrade and maintenance of the standpipes across the municipality that are already identified for general use as outlined earlier in this report. Those upgrades are part of an ongoing program which is considered each year in the Budget approval process and do not form part of the consideration of the four standpipes that are subject to this report.

**Risk Management & Compliance Issues**

Water is a highly valued commodity. As the current drought continues and climate change threatens to make this type of drought more common, it is appropriate that Council move to tighten the management regime associated with standpipes in the region. Accordingly, new systems are being implemented to ensure appropriate management and usage. Barwon Water has indicated that if these controls are not maintained then all the standpipes may be closed.

Council is undertaking a program to systematically bring standpipes across the community, for which it has responsibility, in line with requisite statutory and safety requirements. This report relates specifically to four standpipes which have a history of low use but which have been identified by the community as having high importance from a fire fighting perspective.

The report recommends that these standpipes be kept open by Council to fulfill this important function to address associated risk management and compliance issues.

The table below details the existing risks to Council, existing or proposed treatments and a risk rating based on Council's Risk Management policy.

| <b>Risk Environment</b> | <b>Risk</b>   | <b>Risk Rating</b> | <b>Treatment</b>   | <b>Comments</b>  |
|-------------------------|---|--------------------|--|--|
| <b>Legal</b>            | Tortious liability – damages from contamination to network from standpipes, workplace liability on dangerous infrastructure and sites | H                  | Installation of backflow devices and plumbing upgrades   | 2008/09, 2009/10 budget of capital to upgrade network to compliant state   |
|                         | Criminal liability for breaches of Water Act  | M                  | Installation of backflow devices and plumbing upgrades   | 2008/09, 2009/10 budget of capital to upgrade network to compliant state   |
| <b>Environmental</b>    | Contamination to water system   | M                  | As above + rationalisation of network to lessen exposure   | As above, also review of existing infrastructure   |
|                         | Damage from Major Fires   | H                  | Need to maintain a level of infrastructure + Provision of access to Fire Water via CFA for public in areas where standpipes removed                        | As above, also review of existing infrastructure and arrangements with CFA already in place for public access for Fire Fighting water                                  |
| <b>Financial</b>        | Losses from operating network at a loss   | M                  | Adopt fee recommendations to recover costs on as close to a user pays basis as possible in the circumstances   | Costs recommended are still low given the level of service it provides, also people in financial distress because of drought can enter into individual payment options |
|                         | Losses from theft, misuse or state of repair of network   | M                  | Better infrastructure and monitoring to improve security to network  | Planned in existing maintenance schedule and capital upgrades  |
| <b>Political</b>        | Negative Public response to fees or rationalisation of network  | M                  | Arrangements for alternative sources in case of fire<br>Provision of better infrastructure protecting liability implications for users as well as council. | Arrangements for fire water already in place, Communications via direct mail to the small number of existing users   |

**Environmental and Climate Change Considerations**

As previously stated water is a highly valued commodity. The prolonged drought has highlighted the need for water conservation measures to be adopted. The water accessed through standpipes is subject to the same water restrictions that apply across the region. A number of other environmental issues are discussed in the risk table above including:

- Contamination of the water network;
- Loss of water through leakage because of poor infrastructure; and
- Unmitigated fire damage to the natural environment as a result of limited fire-fighting water.

These environmental issues would be better managed through the proposal in this report that upgrades the infrastructure and supports the need for Council to control access to the standpipes to ensure users realise their obligations.

**Communication Strategy / Consultation**

Discussion has occurred with a number of users and CFA Officers. The major concern raised in relation to the proposed closures was the need to have access during a fire event for firefighting purposes. If the keys for four standpipes are provided to the CFA Brigade captains for use on dangerous fire days then it will be critical to inform the local communities of the impending changes, the alternative sites nearby and who to contact if they have any questions. It is important to note that media releases, fliers in local stores and signage placed at stand pipes would all be required.

**Implementation**

It is proposed that implementation will be as follows:

- Communication Plan produced December 09;
- Communication Plan implemented January 09;
- Restricted access initiated for four standpipes with Brigade Captains maintaining access for fire fighting purposes in January 09; and
- Carry out a review of the usage after the fire season and investigate alternative solutions for the Pirron Yallock and Barpinba standpipes.
- Report to Council on the findings of the review and the investigation in May 2010.

**Conclusion**

This report provides Council with a brief overview of risks associated with standpipes, the community's response to proposed closures and an option for improving standpipe management whilst not disadvantaging residents of the Shire who rely on this service in exceptional circumstances. In adopting the recommendations herein, Council will ensure safe and responsible use of water via a standpipe network that is economically viable and environmentally sustainable.

**Attachments**

Nil

**Recommendation(s)*****That Council:***

- 1. Note the contents of the petition/joint letter opposing the closure of the Pirron Yallock Standpipe.***
- 2. Endorses the Barpinba, Pirron Yallock, Alvie and Yeo standpipes remain open for Fire Fighting purposes only.***
- 3. Endorses the keys be issued to CFA Brigade Captains to administer access on days with a fire danger rating of very high, severe, extreme or catastrophic.***
- 4. Endorses a review of standpipe usage after the 2009/10 fire season and an investigation of alternative solutions carried out for the Pirron Yallock and Barpinba standpipes.***

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**OM092511-14 TOWNSHIP PROTECTION PLANS**

|             |                                    |           |                                  |
|-------------|------------------------------------|-----------|----------------------------------|
| AUTHOR:     | Stewart Anderson                   | ENDORSED: | Jack Green                       |
| DEPARTMENT: | Sustainable Planning & Development | FILE REF: | Gen00179 Fire Prevention General |

**Purpose**

The purpose of this report is to request Council endorsement of eight Township Protection Plans developed for the Colac Otway Shire.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

With the tragic and substantial loss of life and property associated with the 7 February wildfires in Victoria the community is experiencing a heightened level of anxiety over preparedness for the 2009-2010 fire season. The recommendations of the 2009 Victorian Bushfires Royal Commission Interim Report released on 17 August 2009 have led to many new initiatives being undertaken by Council in partnership with the CFA and the DSE. To facilitate action in line with the recommendations from the Royal Commission Interim Report officers from DSE and CFA were invited to present at a Councillor Workshop on 8 September 2009.

It is important to highlight that a significant amount of work has been carried out by Council prior to the 2009 Bushfires which places Council in a strong position with regard to its fire prevention and emergency management responsibilities. This has been further progressed and has been given a broader focus with a new internal structure being implemented and a range of projects initiated since the last fire season and although many of the projects are yet to be completed a large amount of progress has been made. The work undertaken by Council has largely been coordinated by Council's Municipal Fire Prevention Officer (MFPO). In recognition of the importance of Council undertaking its emergency management responsibilities more effectively a more senior Municipal Emergency Management Coordinator role has been created. The new role will oversee Council fire prevention processes, strategic fire planning and emergency management planning responsibilities.

There are many agencies involved in fire management and although Council has an important role CFA, DSE and Parks are the lead agencies. Council has worked hard to strengthen relationships with these agencies in order to tap into their resources and expertise. As a result of the Royal Commission Interim Report Council has been working in partnership with these agencies on the following areas:

- 1: Developing Township Protection Plans; and
- 2: Identifying and assessing potential Neighborhood Safer Places which will be subject to a further report when the issue has been resolved.

In order to identify which townships in Victoria were considered high risk a computer based tool called the Victorian Fire Risk Register (VFRR) for wildfire was used. The VFRR is a Victorian version of a mapping application developed by the NSW Rural Fire Service to assist in the wildfire risk management planning process.

The VFRR is a systematic process that identifies assets at risk from fire, assesses the level of risk to assets and provides a range of treatments to mitigate the risk. Treatments may include activities such as planned fuel reduction, community education programmes and safety audits.

Fifty two high risk townships were identified across Victoria using the VFRR and eight of those are located in the Colac Otway region. The high risk townships identified in the Colac Otway Shire were: Barwon Downs; Forrest; Lavers Hill; Marengo; Carlisle River; Kawarren; Barongarook; and the Wye River, Separation Creek and Kennett River Complex. The Premier of Victoria declared in August 2009 that the high risk townships identified using the VFRR would have Township Protection Plans developed for the 2009-2010 fire season.

As a result eight Township Protection Plans have been developed by CFA in partnership with Council and various other agencies over the past three months. These plans encompass existing CFA brigade response plans, planned community education activities and fuel modification works. Council organised a meeting with Councillors, CFA Brigade Captains and members of the local community to comment on the draft Township Protection Plans on 7 October 2009. A large amount of feedback was provided to the CFA that needed to be incorporated into the documents.

On 9 October 2009 a joint meeting of the Municipal Emergency Management Planning Committee and the Municipal Fire Management Planning Committee endorsed the eight plans subject to agreed changes being made. The Township Protection Plans have been updated and presented to the Municipal Emergency Management Planning Committee and the Municipal Fire Prevention Committee for endorsement.

The attached Township Protection Plans have three sections: Community Information, Township Planning Factors and Fire Prevention. The Community Information section is designed to be a standalone section that provides the community with the critical information they need during a fire emergency relating to access and the location of important facilities such as hospitals. The Township Planning section is for operations during the fire event and immediately after an event. The Fire Prevention section is for fuel modification works that have been completed or are planned for the near future. A fourth section is being developed called Community Engagement and Preparedness Strategy and Brigade Operational Response Strategy. This section is only being investigated in the Barwon-Corangamite area but it will not be completed for the 2009-2010 fire season.

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

These actions are consistent with priorities set out in the Council Plan including the Council Plan Strategy "Meet our statutory obligations for community safety and emergency situations". This Council Plan Strategy is being addressed through the Municipal Emergency Management Plan which is supported by a number of sub-plans including the Municipal Fire Prevention Plan and the Municipal Recovery Plan.

### **Issues / Options**

There is some confusion in the community about whether Township Protection Plans encompass any new actions in relation to modifying or reducing the threat of wildfire for the 2009-2010 fire season. Although over time these plans can be used to develop more integrated fire management strategies the first version describes the works that were intended to be done prior to the plans being developed. Therefore the townships will not be significantly more protected for the coming fire season as a result of having the new plans developed. However the local community will be more informed about fire management in their area and developing the plans is a critical first step to significantly improving township protection in the future.

Each of the Township Protection Plans will provide residents and visitors with local information to help them make informed decisions when a bushfire threatens their community. It augments the information and preparation that individual residents will make this season using Fire Ready Kit information and the tools such as the Household Bushfire Self Assessment Tool. The Township Protection Plans will also assist emergency services to plan, prepare and determine the level of deployment and general requirements of fire fighting and other resources required by individual communities during a bushfire emergency.

At this stage eight Township Protection Plans have been developed. However once they are endorsed by Council work will continue in order to further improve the Township Protection Plans for the 2010-2011 fire season. In addition the CFA will begin immediately developing new Township Protection Plans for other towns that were listed as having a significant fire risk through the VFRR process. In the long term it is envisioned that all the townships across the Colac Otway Region will have a Township Protection Plan. The CFA will carry out further community engagement programmes during the development of any new plans.

In order to prevent any confusion it is worth noting that, although the Wye River, Separation Creek and Kennett River Complex is formally considered to be one of the eight high risk townships, two separate Township Protection Plans have been developed. Therefore although the Colac Otway region formally has eight high risk townships in reality there are nine Township Protection Plans attached to this report. Although the written content of these two plans is very similar a decision was made to have one for Wye River and Separation Creek and another for Kennett River in order for the maps to be provided at a scale that allows people to easily decipher information.

### **Proposal**

That Council endorse the eight attached Township Protection Plans and authorise the CEO to sign the Township Protection Plans.

That Council note that the approval of Neighbourhood Safer Places will be subject to a separate process including Council endorsement at a later date.

That Council consistently remind the community that in high risk areas all people should leave on Code Red days and that they need to think seriously about their own personal fire plan with the focus being on the preservation of life.

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

There are no significant financial impacts associated with implementing the proposal. The officer time required to implement the proposal can be catered for within existing resource allocations. However it is worth noting that a more senior Municipal Emergency Management Coordinator role has only recently been created in part to respond to the extra work required as a result of the Royal Commission recommendations. The Royal Commission will release further recommendations in 2010 that in addition to the proposed investigation into Neighbourhood Safer Places may have significant resource implications for Council in the future.

The responsibilities for who should be delivering some elements of the Township Protection Plans are not clear. There is likely to be unbudgeted costs to Council in delivering some elements of the Township Protection Plans however these are expected to be managed by reallocation of funds from lower priority fire readiness works which will have to be delayed. The MAV is continuing to work through funding issues with the State Government. The Council's which cover the 52 high risk towns have shared equally in a \$500,000 State grant to the MAV and this Council's share was \$7800 which will not cover the additional works or officer time required.

**Risk Management & Compliance Issues**

The Colac Otway region has a beautiful natural environment that attracts many people to the area. However the same natural environment that attracts many people also has a very high propensity for wild fire occurring that endangers both life and property. Council has statutory responsibilities that it carries out in relation to fire prevention and emergency management that are aimed at helping the community manage the risk of wild fire in the region. The establishment of a new Municipal Emergency Management Coordinator in addition to a number of other improvements made over recent years highlights Council's commitment to carrying out these statutory responsibilities effectively. Council has worked hard with other agencies and further strengthened relationships with the CFA and DSE in order to enable the recommendation from the Royal Commission's Interim Report to be carried out as soon as possible.

**Environmental and Climate Change Considerations**

There are no significant environmental impacts associated with implementing the proposal. There are possible environmental impacts associated with the fuel reduction works stated in the Township Protection Plans. However it is stated in the Township Protection Plans that all works carried out in line with the plans need to be done in accordance with relevant legislation.

**Communication Strategy / Consultation**

As previously stated Council organised a meeting with Councillors, CFA Brigade Captains and members of the local community to comment on the draft Township Protection Plans on 7 October 2009. A large amount of feedback was provided to the CFA that needed to be incorporated into the documents. On 9 October 2009 a joint meeting of the Municipal Emergency Management Planning Committee and the Municipal Fire Management Planning Committee endorsed the eight plans subject to agreed changes. In addition the CFA directly engaged members of local brigades in the development of the plans.

The CFA will lead a community awareness raising program once the plans are endorsed by Council. This program will be focused on raising awareness on section one of the plans. Information will be sent to residents in the high risk townships, maps placed in public areas and on the CFA website.

It is envisioned that there will be more community engagement carried out prior to the 2010-2011 fire season to further improve the plans and find local solutions to local problems. Community engagement will be particularly important in developing the fourth section of the plans that have yet to be completed called the Community Engagement and Preparedness Strategy and Brigade Operational Response Strategy.

**Implementation**

Council officers will work in partnership with other key agencies to raise awareness of Township Protection Plans. Council officers will continue to work with other agencies to further improve the Township Protection Plans and to develop any new plans in the future.

**Neighbourhood Safer Places**

It is important to note that this report is intended to seek Council endorsement for the 8 Township Protection Plans that have been established for the Colac Otway Shire. It is not intended to address issues around the determination of Neighbourhood Safer Places which is being undertaken through a separate, but closely related process. This section of the report is intended to provide some information on this process and further information will be provided at an appropriate time.

The Victorian Fire Risk Register (VFRR) was also used to identify potential sites for Neighborhood Safer Places within the high risk townships. An assessment of the Neighbourhood Safer Places is being led by the CFA in partnership with Council, Victoria Police, DSE and Parks. Due to a number of important issues that remain unresolved, the MAV is advising all Council's not to approve any Neighbourhood Safer Place in any Township Protection Plan. The MAV is however supportive of Council's approving the Township Protection Plan at this time without the Neighbourhood Safer Place contained in them. The approval of Neighbourhood Safer Place will be subject to a separate process including Council endorsement at a later date. If and when a Neighbourhood Safer Place is endorsed by Council, it can then be included into the relevant Township Protection Plan.

The MAV has provided a draft template for development of a Municipal Neighbourhood Safer Places Plan for each Shire that has a Neighbourhood Safer Place. It contains guidelines to assist councils in identifying, designating, establishing, maintaining and decommissioning a Neighbourhood Safer Place. The MAV is also developing the non-council land owner documentation that will address the consent for the use of non-council land for a Neighbourhood Safer Place, the licence required for the Council to undertake establishment and maintenance works of the property and the requirement that the open space Neighbourhood Safer Place and Buffer Zone or the Buffer Zone around the Neighbourhood Safer Place building not be used for any inconsistent use e.g. car park, during the bushfire season.

The MAV is also working with the State Government regarding the issues surrounding crown land to ensure that Neighbourhood Safer Places are not designated on crown land where the purpose of the reservation does not permit the Neighbourhood Safer Place use. The State's Indemnity for Neighbourhood Safer Places is close to finalisation and an explanation of the Indemnity will be forwarded shortly after the MAV receives it in the final form.

As previously stated the approval of Neighbourhood Safer Places will be subject to a separate process but it is worth noting that if any Neighbourhood Safer Places are declared in the future that they are a place of last resort for people who have been caught in a fire. The designation of a Neighbourhood Safer Place should not encourage more people to try to stay and defend their properties. Therefore, people's plans should not be altered by whether there is a Neighbourhood Safer Place in their town or not. In high risk areas people are advised to leave on Code Red days and to think seriously about their own personal fire plan with the focus being on the preservation of life.

It should also be noted that if and when Neighbourhood Safer Places are identified in the Colac Otway Shire in the future, Council will be responsible for signage and an enhanced maintenance program to ensure that the identified locations are kept fire ready. This will need to be considered in future budgets.

### **Conclusion**

The Colac Otway Shire has eight of the fifty two high risk townships located in Victoria and Township Protection Plans have been developed for these eight township areas for the 2009-2010 fire season. The townships will not be significantly more protected for the coming fire season as a result of the new plans being developed but the local community will be more informed about fire management in their area. These plans are a critical first step to significantly improving township protection in the future.

The Otways is a beautiful natural environment but it has a very high propensity for major wild fires occurring. This fact along with the small size of the townships is why all people are advised to leave the Otways on Code Red days. However it is important that the entire Colac Otway Shire community think seriously about their own personal fire plan with the focus being on the preservation of life.

**Attachments**

**B]**

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**Recommendation(s)**

***That Council:***

- 1. Endorse the eight attached Township Protection Plans and authorise the CEO to sign the Township Protection Plans.***
  
- 2. Note that the approval of Neighbourhood Safer Places will be subject to a separate process including Council endorsement at a later date.***
  
- 3. Consistently remind the community that in high risk areas all people should leave on Code Red days and that the entire community needs to think seriously about their own personal fire plan with the focus being on the preservation of life.***

~~~~~\ ~~~~~

CONSENT CALENDAROFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM  | D | W |
|---|---|---|
| <p><b><u>GENERAL BUSINESS</u></b></p> <p><b><u>OM092511-15</u></b>     <b><u>ITEM FOR SIGNING &amp; SEALING - SECTION 173 AGREEMENT, 80 CORUNNUN ROAD, COROROOKE, W &amp; M MCGUANE</u></b></p> <p>Department: General Business</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council sign and seal the Section 173 Agreement between Colac Otway Shire and W &amp; M McGuane covenanting Certificate of Title Volume 3020 Folio 979, Volume 9337 Folio 597 that no further subdivision of either lot hereby approved will be further subdivided so as to create any additional lots.</i></p> |   |   |
| <p><b><u>OM092511-16</u></b>     <b><u>SIGNING AND SEALING - ROAD WIDENING ACQUISITION - SCOTT</u></b></p> <p>Department: General Business</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council sign and seal the Transfer of Land agreement between the Colac Otway Shire and JD &amp; JM Scott and agree to pay JD &amp; JM Scott the sum of \$6,050 being for the acquisition of part of CA75C Parish of Irrewillipe.</i></p>   |   |   |
| <p><b><u>OM092511-17</u></b>     <b><u>ITEM FOR SIGNING &amp; SEALING - SECTION 173 AGREEMENT, 200 QUEEN STREET, COLAC, N M NORTH</u></b></p> <p>Department: General Business</p> <p><b><u>Recommendation(s)</u></b></p> <p>That Council sign and seal the Section 173 Agreement between Council and Noel Maxwell North, covenanting Certificate of Title Volume 11071 Folio 752 with conditions relating to the construction of a shed over a drainage easement.</p>   |   |   |

|  |  |  |
|--|--|--|
| <p><b><u>OM092511-18</u></b>      <b><u>ITEMS FOR SIGNING &amp; SEALING - SECTION 173 AGREEMENT, 64 &amp; 66 PASCOE STREET, APOLLO BAY</u></b></p> <p>Department: General Business</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council sign and seal the Section 173 Agreement between Colac Otway Shire and Kenine Nominees Pty Ltd covenanting Certificate of Title Volume 8671 Folio 194 that lot 5 shall not be further subdivided.</i></b></p> |  |  |
| <p><b><u>OM092511-19</u></b>      <b><u>MUNICIPAL ASSOCIATION OF VICTORIA STATE COUNCIL MEETING</u></b></p> <p>Department: General Business</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council notes the report regarding the MAV State Council meeting on 30 October 2009.</i></b></p>  |  |  |

**Recommendation**

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

**MOVED**                      .....

**SECONDED**                .....



**OM092511-15      ITEM FOR SIGNING & SEALING - SECTION 173  
AGREEMENT, 80 CORUNNUN ROAD, COROROOKE, W &  
M MCGUANE**

|             |               |           |                              |
|-------------|---------------|-----------|------------------------------|
| AUTHOR:     | Rhonda Deigan | ENDORSED: | Rob Small                    |
| DEPARTMENT: | Executive     | FILE REF: | 80 Corunnun Rd,<br>Cororooke |

A Section 173 Agreement between Colac Otway Shire and W & M McGuane for the property at 80 Corunnun Road, Cororooke.

The applicant agreed to enter into a Section 173 Agreement as per condition 3 of Planning Permit PP63/09 that allowed for the two lot re-subdivision.

Condition 3 of PP63/09 reads:

*“Prior to a statement of compliance being issued, the owner/applicant must enter into an agreement with the Responsible Authority under Section 173 of the Planning & Environment Act 1987 stating that:*

- *No further subdivision of either lot hereby approved will be further subdivided so as to create any additional lots.*

*Evidence of lodging of this agreement in accordance with Section 181 of the Planning & Environment Act 1987 must 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.

**Attachments**

1. Section 173 Agreement - 80 Corunnun Road

**Recommendation(s)**

***That Council sign and seal the Section 173 Agreement between Colac Otway Shire and W & M McGuane covenanting Certificate of Title Volume 3020 Folio 979, Volume 9337 Folio 597 that no further subdivision of either lot hereby approved will be further subdivided so as to create any additional lots.***

~~~~~\) ~~~~~

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TO:  
ROD BRIGHT & ASSOCIATES  
ANTHONY BRIGHT  
PO BOX 371  
COLAC VIC 3250

Assessment No - 1220-080-00  
Permit No - PP63/09  
Planning Scheme - Colac-Otway Scheme  
Responsible Authority - COLAC OTWAY SHIRE

**ADDRESS OF THE LAND:**

80 CORUNNUN ROAD, COROROOKE  
PT.CP108921 (SECOND DWELLING), PARISH OF WARRION

**THE PERMIT ALLOWS:**

TWO (2) LOT SUBDIVISION - REALIGNMENT OF BOUNDARIES IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

1. The formal plan of subdivision lodged for certification must be in accordance with the endorsed plan and must not be modified except to comply with statutory requirements or with the written consent of the Responsible Authority.
2. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the Relevant Authority in accordance with Section 8 of that Act.
3. Prior to a statement of compliance being issued, the owner/applicant must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 stating that:
  - No further subdivision of either lot hereby approved will be further subdivided so as to create any additional lots.

Evidence of lodging of this agreement in accordance with Section 181 of the Planning and Environment Act 1987 must be submitted to the Responsible Authority. All costs associated with the agreement will be met by the owner/applicant.

Date Issued 12/05/2009

Signature for the  
Responsible Authority

  
Council/Delegate

**CONDITIONS CONTINUED FOR PERMIT NO. PP63/09**

**Expiry of Permit:**

4. This permit will expire after two (2) years if the relevant plan of subdivision is not certified by the Responsible Authority, unless an extension of time is approved by the Responsible Authority. The written request for extension of time must be received before 3 months have elapsed after the date of expiry.

---

**Date Issued 12/05/2009**

**Signature for the  
Responsible Authority**

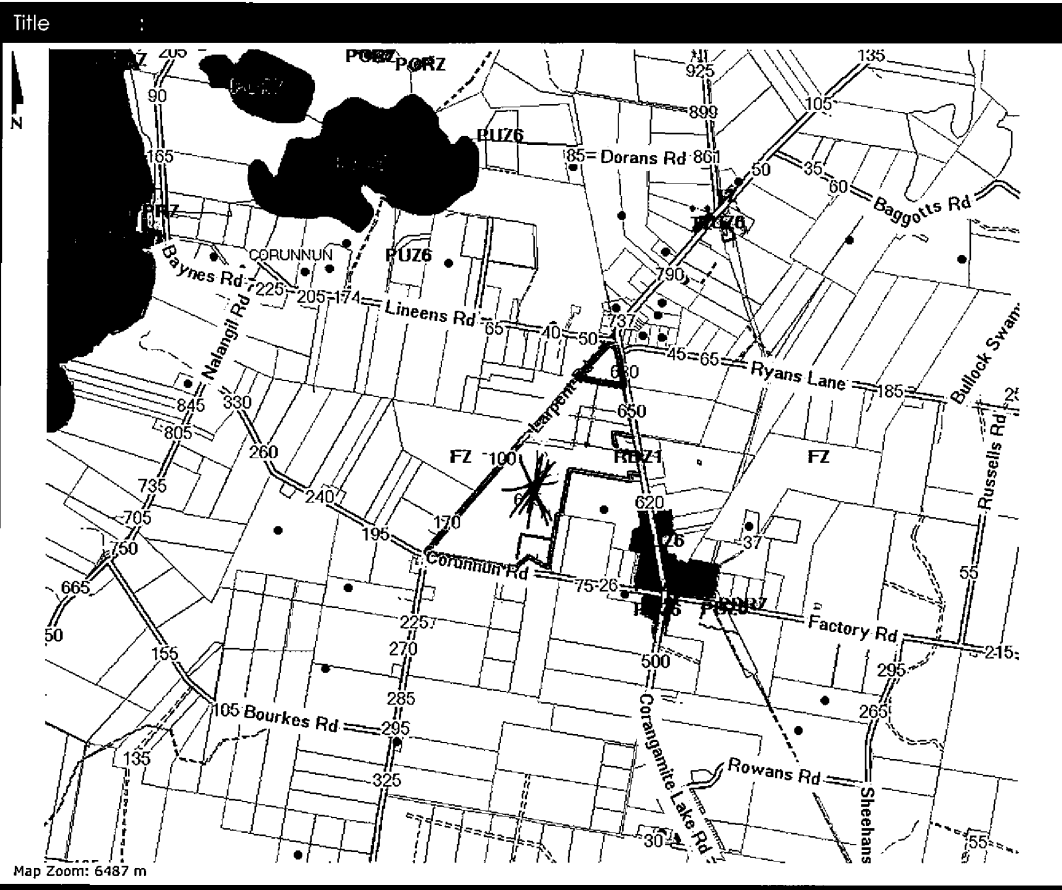
*A. F. Hill*  
\_\_\_\_\_  
Council/Delegate

Created by planning on Tuesday, 10 November 2009

**PLANNING DEPARTMENT**  
**Admin Map**




**Colac Otway**  
SHIRE  
Naturally Progressive



Map Zoom: 6487 m

Advertising (10)(Lot Boundary)

Advertising-Overlays (10)(Lot Boundary)

| Legend                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Disclaimer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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 (CMA)</li> <li> Floodplain (CMA)</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> TONNSHIP 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> | <p>Contains VICMAP Information<br/>©The State of Victoria, Dept. of Sustainability &amp; Environment, 2003<br/>Reproduced by permission of the Dept. of Sustainability &amp; Environment.</p> <p>This material may be of assistance to you but the State of Victoria, Colac-Otway Shire and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or consequences which may arise from your relying on any information contained herein</p>                                                                                                                                                                                |
| <p>** Not all layers depicted here are necessarily shown on map **</p>                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>Colac Otway Shire</b><br/>2-6 Rae Street<br/>COLAC. VIC. 3250<br/>Ph: 03 5232 9400<br/>Fax: 03 5232 1046<br/>Email:<br/>info@colacotway.vic.gov.au<br/>Web:<br/>www.colacotway.vic.gov.au</p> </div> <div style="width: 15%; text-align: center;">  <p><b>GDA</b><br/>Geocentric Datum of Australia</p> </div> <div style="width: 40%;"> <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> </div> </div> |

*Arundell Murray & Ryan*  
*Barristers and Solicitors*

M. J. MURRAY, LL.B.  
W. J. RYAN, B.A., LL.B.

TELEPHONE: (03) 5231 5399  
FACSIMILE: (03) 5231 3442

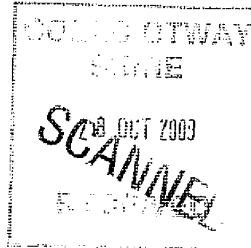
Address all correspondence to  
P.O. BOX 55,  
COLAC, VIC. 3250

When phoning or calling, ask for  
Murray  
Mr. MM:MM  
Our Ref. ....  
Your Ref. ....

2.5  
1 Bromfield Street  
Colac  
VICTORIA, 3250  
DX25001  
ABN: 69 157 464 388

26<sup>th</sup> October, 2009

The Planning Officer  
Colac Otway Shire  
Rae Street  
**COLAC** 3250



Dear Sir,

80 Corunnun Rd Cororooke

**RE: W.J. & M. McGUANE: PLANNING PERMIT PP63/09, PLAN OF SUBDIVISION 620891C**

We act for the abovenamed clients and enclose herewith Section 173 Agreement in duplicate for execution in relation to the requirement of the Planning Permit. We also enclose application for registration at the Titles Office for signature by the appropriate Council delegate and return with one copy of the executed Agreement, for registration.

Yours faithfully,  
ARUNDELL, MURRAY & RYAN

Per.

Enc:

APPLICATION BY  
RESPONSIBLE AUTHORITY,  
RELEVANT AUTHORITY,  
REFERRAL AUTHORITY OR COUNCIL  
FOR THE MAKING OF A RECORDING OF AN  
AGREEMENT

SECTION 173 PLANNING AND  
ENVIRONMENT ACT 1987

LODGED BY:

Name: ARUNDELL, MURRAY & RYAN  
Phone: (03) 5231 5399  
Address: 1 BROMFIELD STREET, COLAC. 3250  
Ref: MR. M.J. MURRAY  
Customer Code: 432S

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 3060 Folio 979 and Certificate of Title  
Volume 8268 Folio 413 and Certificate of Title Volume 9337 Folio 597

Authority or Council: Colac Otway Shire, Rae Street, Colac 3250

Section and Act under  
which Agreement made: Section 173 Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

DATE : The        day of                    , 2009

SIGNED:                                    (Official of authority or council – specify office held)

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2009  
BETWEEN: COLAC-OTWAY SHIRE of Rae Street, Colac 3250 ("the Council") of the first part,  
And: WILLIAM JOHN MCGUANE AND MARYANNE MCGUANE both of 80 Corunnun Road,  
Cororooke, ("the Owners") of the second part.

WHEREAS:

- A. The Owners are the registered proprietors of the land described in Certificates of Title Volume 3060 Folio 979, Volume 8268 Folio 413 and Volume 9337 Folio 597 ("the Titles").
- B. The Owners have applied to the Council for permission to subdivide the Titles into two Lots by Plan of Subdivision No. PS 620891C .
- C. Council has permitted the said Subdivision subject to compliance with the conditions on Permit No. PP/63/09 dated 12th May, 2009 .
- D. Condition No. 3 of the Permit requires –  
No further subdivision of either Lot hereby approved will be further subdivided so as to create any additional Lots.
- E. The Agreement shall affect and bind Lots 1 and 2 on the Plan ("the land").

NOW THE AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

1. Without limiting the operation or effect which this Agreement otherwise has the parties acknowledge that this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by all the parties and shall run with the land.
3. The Owners and the Council acknowledge that no Application has been made to further subdivide either Lot 1 or Lot 2 on the Plan pursuant to the Planning Scheme in operation at the time the Permit was granted, and the owners covenant that they will not further subdivide either allotment created by the Plan so as to create any additional Lots.
4. The parties agree to do all things reasonably necessary to enable the Council to enter a Memorandum of this Agreement on the Certificates of Title to issue for Lot 1 and 2 on the Plan in accordance with Section 181 of the Act.
5. The Owners warrant and covenant that –
  - (1) they are the registered proprietors and that beneficial owners of the land.
  - (2) that there are no mortgages liens charges easements or other rights or interest in any person affecting the land and not disclosed by the usual searches.



6. The Owners covenant with the Council not to sell transfer dispose of assign mortgage or otherwise part with possession of Lot 1 and Lot 2 on the Plan prior to a copy of this Agreement being registered with the Registrar of Titles without first disclosing to his successors the existence and nature of this Agreement.
7. Disputes arising between the parties on interpretation of this Agreement or its application which cannot be resolved by the parties may be referred to the Administrative Appeals Tribunal.
8. Any notice hereunder may be served by delivering the same to the Owners at their address herein or other or usual last know address or place of abode or by putting the same into the post in a prepared certified envelope addressed to the Owners at their said address and any notice posted aforesaid shall be deemed conclusively to have been served on the Owners at the expiration of 48 hours from the time or its posting.
9. The expression "Owners" shall be deemed to include the successors assigns and transferees of the Owners.
10. This Agreement shall continue to bind the land until the Owners and the Council enter into an Agreement pursuant to Section 177.2 of the Act to end this Agreement.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the COLAC OTWAY

SHIRE COUNCIL was hereto affixed in

Accordance with its Local Law No. 4

Dated

Authorised persons:

.....  
Councillor

.....  
Councillor

.....  
Chief Executive Officer

SIGNED by WILLIAM JOHN)  
MCGUANE in the )  
presence of: )

William J. McGuane.....  
...Pab Bayan.....

PATRICIA BOYLAN...Witness

SIGNED by MARYANNE MCGUANE)  
in the )  
presence of: )

Maryanne M'Guane.....  
...Pab Bayan.....

PATRICIA BOYLAN...Witness

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2009  
BETWEEN: COLAC-OTWAY SHIRE of Rae Street, Colac 3250 ("the Council") of the first part,  
And: WILLIAM JOHN MCGUANE AND MARYANNE MCGUANE both of 80 Corunnun Road,  
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- A. The Owners are the registered proprietors of the land described in Certificates of Title Volume 3060 Folio 979, Volume 8268 Folio 413 and Volume 9337 Folio 597 ("the Titles").
- B. The Owners have applied to the Council for permission to subdivide the Titles into two Lots by Plan of Subdivision No. PS 620891C .
- C. Council has permitted the said Subdivision subject to compliance with the conditions on Permit No. PP/63/09 dated 12th May, 2009 .
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2. This Agreement shall come into force immediately upon execution by all the parties and shall run with the land.
3. The Owners and the Council acknowledge that no Application has been made to further subdivide either Lot 1 or Lot 2 on the Plan pursuant to the Planning Scheme in operation at the time the Permit was granted, and the owners covenant that they will not further subdivide either allotment created by the Plan so as to create any additional Lots.
4. The parties agree to do all things reasonably necessary to enable the Council to enter a Memorandum of this Agreement on the Certificates of Title to issue for Lot 1 and 2 on the Plan in accordance with Section 181 of the Act.
5. The Owners warrant and covenant that –
  - (1) they are the registered proprietors and that beneficial owners of the land.
  - (2) that there are no mortgages liens charges easements or other rights or interest in any person affecting the land and not disclosed by the usual searches.

6. The Owners covenant with the Council not to sell transfer dispose of assign mortgage or otherwise part with possession of Lot 1 and Lot 2 on the Plan prior to a copy of this Agreement being registered with the Registrar of Titles without first disclosing to his successors the existence and nature of this Agreement.
7. Disputes arising between the parties on interpretation of this Agreement or its application which cannot be resolved by the parties may be referred to the Administrative Appeals Tribunal.
8. Any notice hereunder may be served by delivering the same to the Owners at their address herein or other or usual last know address or place of abode or by putting the same into the post in a prepared certified envelope addressed to the Owners at their said address and any notice posted aforesaid shall be deemed conclusively to have been served on the Owners at the expiration of 48 hours from the time of its posting.
9. The expression "Owners" shall be deemed to include the successors assigns and transferees of the Owners.
10. This Agreement shall continue to bind the land until the Owners and the Council enter into an Agreement pursuant to Section 177.2 of the Act to end this Agreement.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the COLAC OTWAY

SHIRE COUNCIL was hereto affixed in

Accordance with its Local Law No. 4

Dated

Authorised persons:

.....  
~~Councillor~~

.....  
~~Councillor~~

.....  
Chief Executive Officer

SIGNED by WILLIAM JOHN)  
MCGUANE in the )  
presence of: )

William J. McGuane

Pat Boyer

PATRICIA BOYLAN...Witness

SIGNED by MARYANNE MCGUANE)  
in the )  
presence of: )

Maryanne McGuane

Pat Boyer

PATRICIA BOYLAN...Witness

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**OM092511-16      SIGNING AND SEALING - ROAD WIDENING ACQUISITION - SCOTT**

|             |                           |           |                                   |
|-------------|---------------------------|-----------|-----------------------------------|
| AUTHOR:     | Peter Dohnt               | ENDORSED: | Neil Allen                        |
| DEPARTMENT: | Infrastructure & Services | FILE REF: | Swan Marsh Irrewillipe Rd - Roads |

As part of the construction of Swan Marsh-Irrewillipe Road, JD & JM Scott signed an agreement to allow Council to acquire a small section of land (being part of CA75C Parish of Irrewillipe) to facilitate the realignment of Swan Marsh Irrewillipe Road, Irrewillipe.

The Transfer of Land documentation now needs to be completed and the agreed compensation (\$6,050) made.

**Attachments**

1. Road Widening Acquisition Transfer of Land

**Recommendation(s)**

***That Council sign and seal the Transfer of Land agreement between the Colac Otway Shire and JD & JM Scott and agree to pay JD & JM Scott the sum of \$6,050 being for the acquisition of part of CA75C Parish of Irrewillipe.***

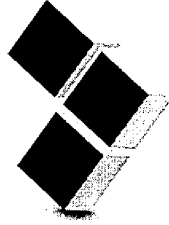
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Lawyers  
Stuart Holbery  
David Casey  
Jeff Thornton  
Meagan Compton  
Beth McNaught

Manager  
Michael Mahony



1.7

Our Ref: DAC:KAS:125929-74

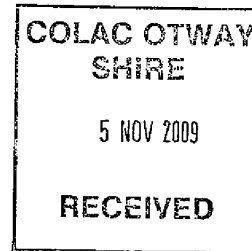
Your Ref:

**SLM Law**  
LAWYERS & ADVISORS

Reply To: Colac Office

4 November 2009

Attention: Paula Gardiner  
Manager Capital Works  
Colac Otway Shire Council  
PO Box 283  
COLAC VIC 3250



Dear Madam,

**Road Widening Acquisition - Scott**

We refer to previous discussions and correspondence and enclose the following:

1. Transfer of Land. To be signed and sealed by the CEO and return to our office.
2. Goods Statutory Declaration. To be declared by the CEO before a Councillor and return to our office.

We have prepared the Application to register the plan of subdivision. Please provide a cheque payable to the Land Titles Office for its estimated application fee of \$869.80.

We note that in due course we will require to receive from you a cheque payable to JI & JM Scott for the compensation amount of \$6,050.00 being the valuation amount of \$5,500.00 plus the addition 10% of \$5,500.00.

Yours faithfully,  
**SLM Law**  
per: David Casey

Enc.

DAC-125929-74-8-VI:KAS

SLM Lawyers Pty Ltd ABN 90 118 758 320  
Trading as SLM Law

**Colac-Head Office**  
119 Murray Street,  
Colac, VIC 3250  
P 03 5231 9400  
F 03 5231 3616  
P.O. Box 3  
Colac 3250  
DX 25004

**Apollo Bay**  
4/22 Pascoe Street,  
Apollo Bay, VIC 3233  
P 03 5237 6176  
F 03 5237 6176  
(by appointment)

**Camperdown**  
134 Manifold Street,  
Camperdown, VIC 3260  
P 03 5593 1585  
F 03 5593 2405  
P.O. Box 209  
Camperdown 3260

**Cobden**  
19B Curdie Street,  
Cobden, VIC 3266  
P 03 5595 1476  
F 03 5595 1957

[www.slmlaw.com.au](http://www.slmlaw.com.au) | [admin@slmlaw.com.au](mailto:admin@slmlaw.com.au)

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by:  
Name:  
Phone:  
Address:

Reference:  
Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio)*  
Road R1 being part of the land as now described in Certificate of Title Volume 8102 Folio 020

Estate and Interest: *(e.g. "all my estate in fee simple")*  
all our estate and interest in fee simple

Consideration:  
\$6,050.00

Transferor: *(full name)*  
John Irwin Dyson Scott and Jennifer Margaret Scott

Transferee: *(full name and address including postcode)*  
Colac-Otway Shire Council of 2 - 6 Rae Street, Colac 3250

Directing Party: *(full name)*

Dated:

Execution and attestation :

THE COMMON SEAL of COLAC OTWAY )  
SHIRE COUNCIL was hereto affixed in )  
accordance with its Local Law No. 4 )



X..... Chief Executive Officer

Signed by John Irwin Dyson Scott and Jennifer Margaret Scott in the presence of: )

*J I D Scott*  
John Irwin Dyson Scott

Witness: *[Signature]* )

*Jennifer M. Scott*  
Jennifer Margaret Scott

1550089A

Order to Register

Duty Use Only

# T1

Please register and issue Certificate of Title to

\*Law Perfect Pty Ltd  
Page 1 of 2

Signed

Customer Code:

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

*Duties Act 2000  
Sections 7, 10(1)(a) & (d) and 24  
Form 2, updated 29 June 2007*

**Information Privacy Act 2000**

All information collected by the SRO is protected by secrecy provisions in Acts administered by the SRO and in addition, personal information you provide to the SRO is protected by the Information Privacy Act 2000. Any information collected from you is only used for the purposes of the Acts administered by the SRO. Information (including personal information) is not disclosed to third parties unless authorised by law, or with your consent.

## Goods statutory declaration

This declaration is for sales of land, land use entitlements and goods.

See Explanatory notes in Part 9 for information to help you complete this statutory declaration.

### PART 1 - DETAILS - WHO CAN MAKE THIS DECLARATION?

This statutory declaration should be made by a transferor (or a director or authorised officer of a transferor company). If there is good reason why no transferor is able to make the statutory declaration, a transferee (or a director or authorised officer of a transferee company) may make the statutory declaration. The statutory declaration may be made by a person acting under power of attorney for a transferor (or a transferee where relevant) if that person has full knowledge of all the facts relating to the transaction. This statutory declaration may not be made by a solicitor for a transferor or transferee.

Full name  
I, Robert Wayne Small Chief Executive Officer of Colac Otway Shire Council  
Address  
of 2 - 6 Rae Street Colac State Victoria Postcode 3250

do solemnly and sincerely declare that in the matter of the *Duties Act 2000* and a transfer of land or land use entitlement that:

Please indicate as applicable:

I make this declaration as or on behalf of the transferor(s) and:

- I am a transferor; or
  - I am a director or authorised officer of a transferor company, namely \_\_\_\_\_; or
  - I am the attorney appointed by a transferor by power of attorney dated \_\_\_\_\_ and have full knowledge of all the facts relating to this transaction;
- or

I make this declaration as or on behalf of the transferee(s) and the reason why no transferor is able to make this declaration is:

(e.g. all the transferors are overseas)

- I am a transferee; or
- I am a director or authorised officer of a transferee company, namely Colac Otway Shire Council; or
- I am the attorney appointed by a transferee by power of attorney dated \_\_\_\_\_ and have full knowledge of all the facts relating to this transaction.

### PART 2 - THE PROPERTY

See Explanatory Note 3 for the definition of "land use entitlement".

The street address of the property is:

Pt 365 Swan Marsh Road, Irrewillipe State VIC Postcode 3249

| being land described R1 on PS 627753C being part of the land in |            |                   |            | For land use entitlements                |  |
|---|------------|-------------------|------------|--|--|
| Volume/Conveyance   | Folio/Book | Volume/Conveyance | Folio/Book | Name of Company or unit trust            |  |
| <u>8102</u>   | <u>020</u> |                   |            |  |  |
|   |            |                   |            | No. of shares or units being transferred |  |
|   |            |                   |            |  |  |

If there is insufficient space, please attach a schedule

The interest being transferred is (e.g. full, 1/2, 1/4): full

### PART 3 - THE TRANSFEREE

The transferees under the transfer are:

Full Name Colac Otway Shire Council ACN/ABN (if applicable) \_\_\_\_\_

DAC-125929-74-7-V1

**PART 4 - THE CONTRACT**

Attach original or complete copy of the contract of sale and any option agreement.

4.1 The vendors in the contract are:

Full Name

John Irwin Dyson Scott

ACN/ABN (if applicable)

Jennifer Margaret Scott

4.2 The purchasers in the contract are:

Full Name

Colac Otway Shire Council

ACN/ABN (if applicable)

4.3 Options - See Explanatory note 5. If this declaration is made as or on behalf of the transferors, answer (a). If this declaration is made as or on behalf of the transferees, answer (b)

- (a)  I declare that an option  was  was not granted in relation to the property.
- (b)  I have inquired with the person with whom I negotiated to purchase the property whether an option was granted in relation to the property, and I believe that an option  was  was not granted.

4.4 The date of sale in the contract is:

24/02/2009

4.5 When was settlement due to occur under the contract?

Upon subdivision approval

This date will be taken to be the date on which the transfer occurred, unless evidence is provided by the transferee that settlement occurred on another date.

4.6 Does the contract relate to the supply of a going concern?

- Yes
- No

4.7 If yes to 4.6, please provide a copy of the lease and or sale of business agreement. If there is no lease or sale of business agreement, please provide a brief explanation of how the contract relates to the supply of a going concern

**PART 5 - CONSIDERATION AND VALUE**

See Explanatory note 6.

5.1 (a) The consideration stated in the contract for the land or land use entitlement, together with any goods, is

\$ 6,050.00

(b) If the consideration includes the sale of business, the value attributable to the goodwill is:

\$

5.2 Is evidence of value required?

- (a) Is the amount in 5.1 less than the unencumbered market value?  Yes  No
- (b) Does the sale involve associated persons?  Yes  No
- (c) Is the interest being transferred less than the full interest?  Yes  No
- (d) Does the consideration for land & business exceed \$1 million  Yes  No

If yes to any of (a), (b), (c) or (d), evidence of value is required. See Explanatory Note 7.

5.3 Does the amount in 5.1 include any amounts for GST?

- Yes If yes, go to Part 6.
- No If no, go to 5.4.

5.4 Is the vendor registered or required to be registered for GST?

- Yes If yes, go to 5.5.
- No If no, go to Part 6.

5.5 Does the vendor make a taxable supply under the contract for the purposes of GST?

- Yes If yes, go to 5.6
- No If no, please explain why there is no taxable supply, then go to Part 6.

5.6 GST calculation

(a) GST exclusive price:

\$

(b) Amount of GST payable in relation to the taxable supply:

\$

(c) Total:

\$

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**PART 6 - OTHER GOODS OR LAND OR WATER ENTITLEMENT NOT INCLUDED IN THE CONTRACT IN PART 4**

Attach original or complete copy of any contract for the sale of goods (including any contract for sale of business), or water entitlement and any contract for the sale of land or land use entitlements other than the property described in Part 2.

6.1 Apart from any goods referred to in 5.1, is there a sale of any goods (including a sale of any goods as part of a sale of business) or water entitlement to a transferee in Part 3 or to any other person that forms substantially one arrangement with the sale of the property described in Part 2?

- Yes If yes, go to 6.2 and 6.3 (b) for water entitlement.
- No If no, go to 6.4.

6.2 The value of those goods (plant & equipment) and goodwill other than the goods referred to in 5.1 is:

Goods (plant & equipment): \$ \_\_\_\_\_

Goodwill: \$ \_\_\_\_\_

6.3 (a) The date of the contract for the sale of goods (including any contract for the sale of business) is \_\_\_\_\_

(b) Is there a sale of water entitlement?  Yes  No  
If yes, please complete SRO Duties Form 12 – Primary production statutory declaration.

6.4 Interdependent sale of land and business goods - See Explanatory note 9.

(a) Is there a sale of business goods to a person other than any transferee in Part 3?  Yes  No  
If yes, go to 6.4 (b)

(b) The purchaser of those business goods is:

|           |                         |
|-----------|-------------------------|
| Full name | ACN/ABN (if applicable) |
| _____     | _____                   |
| _____     | _____                   |
| _____     | _____                   |

(c) Is that purchaser an associated person of any transferee in Part 3?  Yes  No

(d) In relation to the contract in Part 4 and the contract for the sale of the business goods, was at least one of them conditional on the other?  Yes  No

6.5 The value of those goods (plant & equipment) and goodwill by the purchaser in 6.4(b) is:

Goods (plant & equipment): \$ \_\_\_\_\_

Goodwill: \$ \_\_\_\_\_

6.6 Is there a sale or transfer of any land or land use entitlement other than the property described in Part 2 to a transferee in Part 3 or to any other person that forms substantially one arrangement with the transfer of the property described in Part 2?

- Yes If yes, go to 6.7
- No If no, go to part 7.

6.7 If yes to 6.6, provide the following details:

|                          |                         |
|--------------------------|-------------------------|
| Transferors (full names) | ACN/ABN (if applicable) |
| _____                    | _____                   |
| _____                    | _____                   |
| _____                    | _____                   |

|                          |                         |
|--------------------------|-------------------------|
| Transferees (full names) | ACN/ABN (if applicable) |
| _____                    | _____                   |
| _____                    | _____                   |
| _____                    | _____                   |

Date of sale \_\_\_\_\_ Date of transfer \_\_\_\_\_

The street address of the property is \_\_\_\_\_

State VIC Postcode \_\_\_\_\_

being land described in:

For land use entitlements:

|                   |            |                   |            |  |
|-------------------|------------|-------------------|------------|--|
| Volume/Conveyance | Folio/Book | Volume/Conveyance | Folio/Book | Name of Company or unit trust            |
| _____             | _____      | _____             | _____      | _____                                    |
| _____             | _____      | _____             | _____      | No. of shares or units being transferred |
| _____             | _____      | _____             | _____      | _____                                    |

The interest being transferred is (e.g. full, ½, ¼): full  
Land Registry Victoria dealing number (if transfer registered):

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**PART 7 - DECLARATION**

I acknowledge that this statutory declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Declared at X in the State of Victoria  
 on this 17 day of the month 10 2009  
 Signature of declarant X  
 \*Before me CEO  
 Signature of witness X Qualification to witness 1X  
 Full name Councilor  
 Address 6 State 6 Postcode 1

\* A person empowered under section 107A(1) of the Evidence Act 1958 to witness the signing of a statutory declaration.

**PART 8 - CHECKLIST OF DOCUMENTARY EVIDENCE**

If this declaration is not fully completed and/or relevant documents are not enclosed, the documents may be returned to you for re-submission.

All the following documents must be produced with this form.

1.  the original completed transfer of land or the land use entitlement transfer form, signed and dated;
2.  the contract of sale and any option agreement referred to in Part 4, either original or complete copies;
3.  any lease and/or sale of business agreement referred to in 4.7, either original or complete copies;
4.  any contract for the sale of goods (including any contract for sale of business) referred to in Part 6;
5.  any contract of sale of land or land use entitlements referred to in Part 6;
6.  any contract of sale of water entitlement referred to in Part 6;
7.  for sales at less than market value, sales involving associated persons or sales of fractional interests or sales where the consideration for land & business exceeds \$1 million - evidence of value as described in Explanatory Note 7.

**PART 9 - EXPLANATORY NOTES**

All section numbers are references to the Duties Act 2000.

1. **Associated person** is defined in section 3. Associated persons include relatives and related bodies corporate.
2. **Dutiable property**  
 Under section 10, the types of property which attract duty include:  
 (a) an estate in fee simple;  
 (b) a land use entitlement;  
 (c) certain goods.
3. **Land use entitlement:** section 10(1)(a)(v)  
 A land use entitlement is an entitlement to occupy land in Victoria conferred through an ownership of shares in a company or units in a unit trust scheme, or a combination of a shareholding or ownership of units together with a lease or licence.
4. **Dutiable goods:** section 10(1)(d)  
 Goods are dutiable if they are the subject of an arrangement that includes a dutiable transaction over an estate or interest in land (such as an estate in fee-simple or a land use entitlement). Dutiable goods include goods used in connection with a business carried on or in connection with the land. Dutiable goods do not include:  
 (a) goods that are stock-in-trade;  
 (b) materials held for use in manufacture;  
 (c) goods under manufacture;  
 (d) goods held or used in connection with primary production;  
 (e) livestock;  
 (f) water entitlements, see note 6 on Duties Form 12A primary production statutory declaration.  
 If goods are transferred at the same time as an estate or interest in land but it is claimed that their transfer is not the subject of the same arrangement as for the estate or interest in land, a submission should be provided explaining the basis of the claim.
5. **Options:** section 32A  
 For the purposes of this form, the relevant types of option are put options, call options and put and call options in their generally accepted commercial sense, namely:  
 (a) a right, granted by an owner of property to another person, that entitles that other person (or their assignee) to require the owner to enter into a contract of sale of the property with that other person (or their assignee) or transfer the property to that other person (or their assignee); and/or  
 (b) a right, granted to an owner of property by another person, that requires that other person (or their nominee) to enter into a contract to buy the property from the owner or accept a transfer of the property from the owner.
6. **Dutiable value of dutiable property:** sections 20 and 22(1)  
 The dutiable value of dutiable property is the greater of:  
 (a) the consideration (if any) for the dutiable transaction (being the amount of a monetary consideration or the value of a non-monetary consideration); and  
 (b) the unencumbered value of the dutiable property.  
 In determining the dutiable value of dutiable property there is to be no discount for the amount of GST (if any) payable on the supply of that property. If the vendor makes a taxable supply under the contract for the purposes of GST, the amount paid for that taxable supply is dutiable. The unencumbered value of dutiable property is the amount for which the property might reasonably have been sold in the open market free from any encumbrance.

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**7. Evidence of value**

For sales at less than market value, sales involving associated persons or sales of fractional interest, at least one of the following must be produced with this form:

- (a) SRO Duties Form 3 (Real property value statutory declaration); or
- (b) a letter of appraisal from a licensed real estate agent; or
- (c) a valuation by a certified practising valuer who is a member of the Australian Property Institute or by a member of the Real Estate Institute of Victoria with sworn valuer accreditation.

For transfers of land and business where the consideration including land and improvements and the business, including goods exceeds \$1 million, a valuation made on the basis described in revenue Ruling DA.029 is required.

**8. Aggregation: section 24**

Transactions relating to separate items of dutiable property (which includes dutiable goods) may be aggregated and treated as a single transaction if:

- (a) either:
  - (i) in the case of transfers on a sale of items of dutiable property - the contracts of sale are entered into within 12 months; or
  - (ii) in any other case - the transactions occur within 12 months; and
- (b) the transactions together form substantially one arrangement.

If transactions are aggregated, the dutiable value of the dutiable property is the sum of the dutiable values of the dutiable values of the items of dutiable property. The amount of duty payable will be apportioned between the transactions.

**9. Interdependent sale of land and business goods: section 22E**

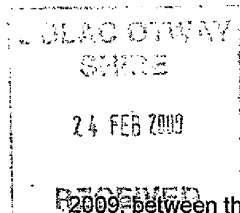
Business goods are goods used in connection with a business carried on or in connection with land.

Business goods are normally dutiable goods (see Explanatory note 4). However, business goods are not dutiable, subject to section 22B(3), if:

- (a) an estate or interest in land and business goods relating to that land are sold to different persons who are not associated persons; and
- (b) the Commissioner of State Revenue is satisfied that the contract of sale for the land and the contract of sale for the business goods are not substantially one transaction; and
- (c) at least one of the contracts is conditional on the other.

DAC-125929-74-7-V1





**AN AGREEMENT TO ACQUIRE LAND  
365 Swan Marsh-Irrewillipe Road, Irrewillipe**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, between the JD & JM Scott Superannuation Fund (the Fund) and the Colac Otway Shire Council (Council) for the acquisition of part of 365 Swan Marsh Irrewillipe Road, Irrewillipe to enable realignment of the Swan Marsh Irrewillipe Road.

The Fund agrees to

- a. Council's acquisition of the land (being part of CA75C parish of Irrewillipe); and
- b. Council access to the land (for the construction of the road) during the acquisition process.

so long as Council agrees –

1. That the land acquired become road reserve and be used solely for the purposes of a public road;
2. To arrange for and bear the costs of any survey as required;
3. To ensure that the area of the remaining land assessment (being the property known as 365 Swan Marsh Irrewillipe Road ie the aggregate of CA's 75A, 75B, 75D, 75G and part of 75C) remains in excess of 40ha;
4. To arrange for and bear the costs of any fencing required;
  - a. For a five (5) strand barbed wire fence adequate to contain stock
  - b. That temporary fencing be erected within one (1) week of a request made by the Fund;
5. To arrange for and bear the costs of a fair, reasonable and independent valuation of the land by Southern Cross Property Services;
6. To purchase the land at an amount, being the valuation (from 5 above) plus 10%;
7. Maintain Public Liability insurance to the value of at least \$10,000,000 over the subject land if access is required prior to the transfer of the subject land;
8. That the process of acquisition of the land be commenced immediately and is completed as expeditiously as is reasonable; and
9. That construction of the road is to begin in February 2009 and be completed by end of May 2009.

The agreement will have been deemed to have been completed when the following has occurred.

- All the monies and costs incurred or owed under this agreement to the JD & JM Scott Superannuation Fund have been paid.
- Council provides a plan prepared by a licensed surveyor which shows the excised parcel of land and that the balance of the land has an area in excess of 40ha.
- Council lodges with the Titles office a title plan showing the excised parcel (for road purposes) and the balance of the land.

~~The Fund acknowledges that the responsibility of consolidating the lots into one title in excess of 40ha is the responsibility of the Fund.~~

DS.  
gms

Signed for and on behalf of the JD & JM Scott Superannuation Fund

.....Dyson Scott..... (Trustee 1) ..... Jennifer Scott..... (Trustee 2)  
Signature Signature

John Irwin  
Dyson Scott (Trustee 1) ..... Jennifer Margaret Scott..... (Trustee 2)  
Name Name



## Certificate of Valuation

**PROPERTY ADDRESS:** Swan Marsh-Irrewillipe Road, Irrewillipe

**INSTRUCTIONS:** In accordance with your written instructions dated 10<sup>th</sup> February 2009, Southern Cross Property Services was requested to provide an assessment of "Market Value" of land to be acquired for road widening purposes. Value has been assessed in accordance with the provisions of the Land Acquisition and Compensation Act 1986.

**INTEREST ASSESSED:** Freehold

**JOINT PROPRIETORS:** John Irwin Dyson Scott and Jennifer Margaret Scott

**DATE OF INSPECTION:** 17<sup>th</sup> February 2009

**DATE OF VALUATION:** 17<sup>th</sup> February 2009

**BRIEF DESCRIPTION:** The property comprises a vacant 'Farming' zoned allotment with a current land area of 8.094 hectares (80,937 sqm). We understand that it is the intention of the instructing party to acquire 5,234 sqm for road widening purposes. Following acquisition and construction works, this section of Swan Marsh-Irrewillipe Road will be bitumen sealed and will be capable of carrying heavy vehicles.

**LOCATION:** The property is located within the rural district of Irrewillipe / Swan Marsh, approximately 15 kilometres south-west of Colac. The general area is rural in nature and is utilised for grazing and dairying purposes.

**TITLE PARTICULARS:** The land is legally described with Certificate of Title Volume 08102 Folio 020, as being Crown Allotment 75C, Township of Irrewillipe, Parish of Irrewillipe.

**LAND AREA:**

|                     |   |        |              |
|---------------------|---|--------|--------------|
| Land to be acquired | - | 5,234  | sqm (approx) |
| Land remaining      | - | 75,703 | sqm (approx) |

**ZONING:** 'Farming' zone – Colac Otway Shire Planning Scheme

**VALUATION:** Having regard to the market value of the property on a "Before" and "After" basis, the valuation of the acquired land is:

**\$5,500**  
**(Five Thousand Five Hundred Dollars).**

Jarrod Hay, AAPI  
Certified Practising Valuer  
API Member No. 2619

### QUALIFICATIONS AND DISCLAIMERS:

We certify that the valuer and/or the valuation firm does not have any direct, indirect or financial interest in the property or client(s) described in this report.

This Certificate of Valuation has been prepared for the private and confidential use of Colac Otway Shire for proposed acquisition purposes. It should not be reproduced in whole or part without the express written authority of Southern Cross Property Services or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.

QSF-22  
Version date: 14 July 2008

**OM092511-17      ITEM FOR SIGNING & SEALING - SECTION 173  
AGREEMENT, 200 QUEEN STREET, COLAC, N M NORTH**

|             |                                    |           |                     |
|-------------|------------------------------------|-----------|---------------------|
| AUTHOR:     | Mathew Hudson                      | ENDORSED: | Jack Green          |
| DEPARTMENT: | Sustainable Planning & Development | FILE REF: | 200 Queen St, Colac |

A Section 173 Agreement to be signed between the Council and N M North for a property at 200 Queen St Colac.

The owner has agreed to enter into a Section 173 Agreement for his existing shed that was constructed without the required report and consent from council.

The shed was built with a Building Permit from a Private Building Surveyor who did not assess the application accurately, therefore resulting in the shed being sited incorrectly over the easement. This Building Surveyor is now deregistered and the Building Commission has taken over responsibility for the resolution of the Permit.

Council Capital Works officers supported the retention of the shed over the easement but have requested 5 conditions to be specified as covenants of the owner. These have been included in the agreement.

**Attachments**

1. Section 173 Agreement - 200 Queen Street

**Recommendation(s)**

**That Council sign and seal the Section 173 Agreement between Council and Noel Maxwell North, covenanting Certificate of Title Volume 11071 Folio 752 with conditions relating to the construction of a shed over a drainage easement.**

~~~~~\ ~~~~~

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**CLARKE & BARWOOD  
LAWYERS  
COLAC**

**SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made the day of 2009

**BETWEEN** COLAC OTWAY SHIRE  
2 Rae Street  
COLAC VIC 3250 ("Council")

**AND** NOEL MAXWELL NORTH  
200 Queen Street, Colac 3250  
("Owner")

**INTRODUCTION:**

- A. The owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the Planning scheme under the Act.
- C. On 12<sup>th</sup> October, 2009 Council issued an allowance pursuant to Regulation 310 (the allowance) for a shed to remain that had been constructed over a drainage easement.
- D. It is a requirement of the Building Commission that the Owner enter this Agreement.
- E. A copy of the allowance is annexed and marked "A".
- F. The parties enter into this Agreement;
  - F1. to give effect to the requirements of the allowance; and
  - F2. to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**IT IS AGREED:**

**1. DEFINITIONS:**

- 1.1 "Act" means the Planning and Environment Act 1987.

- 1.2 **“Agreement”** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **“Building Commission”**, 2 Skipton Street, Ballarat means the building authority established under the Building Act 1993.
- 1.4 **“Endorsed Plan”** means Plan Number PS031957
- 1.5 **“Lot”** means a lot on the Endorsed Plan.
- 1.6 **“Owner”** means the person registered by the Registrar of Titles as proprietor of an estate in fee simple of the Subject Land or any part of an estate in fee simple of the Subject Land or any part of it and a reference to the Owner in this Agreement is also a reference to a Mortgagee in Possession.
- 1.7 **“Planning Scheme”** means the Colac Otway Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 **“Subject Land”** means the land described in Certificate of Title Volume 11071 Folio 752.
- 1.9 **“Mortgage”** means the person registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

## 2. INTERPRETATION

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to a firm, corporation or other corporate body and that person’s successors in law.
- 2.3 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.4 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.5 The clauses contained in the Introduction to this Agreement shall be deemed to form part of this Agreement.

## 3. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. **EFFECT OF AGREEMENT**

4.1 Except as otherwise provided in this Agreement, this Agreement commences from the date it is signed by all the parties.

4.2 The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.

5. **OWNER'S WARRANTY**

Without limiting the operation or effect which this Agreement has the Owner warrants that apart from the Owner and the Mortgagee no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

6. **SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title must be required to:-

6.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

6.2 execute a deed agreeing to be bound by the terms of this Agreement.

7. **SPECIFIC COVENANTS OF OWNER**

The Owner Covenants and agrees that the future development and use of the Subject Land shall be subject to the following restrictions:-

7.1 To permit the Council, its agent or contractors to enter into and upon the building or other structure and/or easement for the purpose of inspecting, constructing, maintaining or repairing any drain or other works now laid or which may be hereinafter laid by Council, and if necessary for that purpose, to excavate through the floor of the said building.

7.2 To be solely responsible for any injury loss or damage which may be occasioned to the improvements by reason of or incidental to

the performance of the works in over or on the easement and at all times to indemnify the Council against all causes of action suits costs claims and demands whatsoever arising out of or incidental to the works in over on or appurtenant to the easement.

- 7.3 To indemnify the council against all actions, claims, suits and demands arising out of or incidental to the erection and/or retention of the said building over the said drain or other works and/or the said easement.
- 7.4 To pay to the Council any additional costs incurred by it in inspecting, constructing, maintaining or repairing the said drain or other works of the Council by reason of the said building having been erected over such drain or other works and/or the said easement.
- 7.5 Not to sell or mortgage land in which this consent refers without first disclosing the contents of this consent (including these conditions) to the purchaser or mortgagee.

## 8. FURTHER COVENANTS OF OWNER

### 8.1 Notice and Registration

The Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

### 8.2 Further Actions

8.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, Covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable Council to enforce the performance by the Owner of such Covenants and undertakings;

8.2.2 The Owner will consent to Council making application to the Registrar of titles to make a recording of this Agreement in the Register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and to do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveat to enable the recording to be made in the Register under this Clause.

### 8.3 Councils Costs

The Owner will immediately pay Council's reasonable costs and expenses (including legal expenses) of an incidental to the



preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid remain a charge on the Subject Land.

9. **GENERAL**

9.1 **Notices**

A notice or other communication required or permitted to be served by a party on other party must be in writing and may be served:

9.1.1 by delivering it personally to that party;

9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.3 by sending it by facsimile provided that a communication sent by facsimile must be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 **A Notice of other Communication is deemed served**

9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

3 **No Waiver**

Any time or other indulgence granted by Council to the Owner or variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against the Owner will not in anyway amount to a waiver of any of the rights or remedied of Council in relation to the terms of this Agreement.

9.4 **Severability**

If a court, arbitrator, tribunal or other competent authority

determines that any word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**9.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

**AS A RECORD** the parties have executed this Agreement.

**SIGNED** by the said **NOEL MAXWELL NORTH** )  
in the presence of:- )

*G. Spokes*



**THE COMMON SEAL** of the **COLAC OTWAY SHIRE** )  
**COUNCIL** was hereto affixed in accordance with its )  
Local law No. 4 )

.....  
Councillor

.....  
Councillor

.....  
Chief Executive Officer

Office Contact: 082009.276.1 MHE/EH  
Mathew Hudson



12 October 2009

N M North  
200 Queen Street  
COLAC VIC 3250

Dear Sir/Madam


**Application for Council Report and Consent under Regulation 310 at the property  
200 Queen Street Colac**

Thank you for your recent application for Report & Consent to construct a shed over a drainage easement. Unfortunately Report & Consent cannot be granted retrospectively after the works have been constructed.

However, after review of your application Council will allow the shed to remain as constructed and will not take any action on the basis the owner agrees to the following:

- To permit the Council, its agents or contractors to enter into and upon the building or other structure and/or the easement for the purpose of inspecting, constructing, maintaining or repairing any drain or other works now laid or which may be hereinafter laid by Council, and if necessary for that purpose, to excavate through the floor of the said building.
- To be solely responsible for any injury loss or damage which may be occasioned to the improvements by reason of or incidental to the performance of the works in over or on the easement and at all times to indemnify the Council against all causes of action suits costs claims and demands whatsoever arising out of or incidental to the works in over on or appurtenant to the easement.
- To indemnify the council against all actions, claims, suits and demands arising out of or incidental to the erection and/or retention of the said building over the said drain or other works and/or the said easement.
- To pay to the Council any additional costs incurred by it in inspecting, constructing, maintaining or repairing the said drain or other works of the Council by reason of the said building having been erected over such drain or other works and/or the said easement.
- Not to sell or mortgage land in which this consent refers without first disclosing the contents of this consent (including these conditions) to the purchaser or mortgagee.

Yours Sincerely,

  
Mathew Hudson  
Municipal Building Surveyor

Colac Otway Shire  
PO Box 283  
Colac Victoria 3250  
[www.colacotwayvic.gov.au](http://www.colacotwayvic.gov.au)

Colac Service Centre  
2-6 Rae Street  
Colac Victoria 3250  
Ph: (03) 5212 0210

Apollo Bay Service Centre  
69-71 Nelson Street  
Apollo Bay Victoria 3233

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**OM092511-18 ITEMS FOR SIGNING & SEALING - SECTION 173 AGREEMENT, 64 & 66 PASCOE STREET, APOLLO BAY**

|             |               |           |                                   |
|-------------|---------------|-----------|-----------------------------------|
| AUTHOR:     | Rhonda Deigan | ENDORSED: | Rob Small                         |
| DEPARTMENT: | Executive     | FILE REF: | 64 & 66 Pascoe Street, Apollo Bay |

A Section 173 Agreement and a Section 181 to be signed by Council for the property at 64 Pascoe Street, Apollo Bay. The applicant agreed to enter into a Section 173 Agreement as per condition 21 of Planning Permit P02/391 that allowed for the demolition of an existing dwelling, construction of 4 dwellings and five lot subdivision on 64 and 66 Pascoe Street.

Condition 21 of P02/391 reads:

*“That before a statement of compliance is issued, a section 173 agreement be placed on lot 5 of plan of subdivision PS509333L to prevent further subdivision of the allotment.”*

Attached is a copy of the planning permit and a locality plan.

**Attachments**

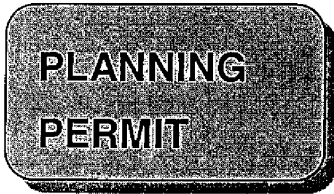
1. Section 173 Agreement - Kenine Nominees

**Recommendation(s)**

***That Council sign and seal the Section 173 Agreement between Colac Otway Shire and Kenine Nominees Pty Ltd covenanting Certificate of Title Volume 8671 Folio 194 that lot 5 shall not be further subdivided.***

~~~~~\ ~~~~~

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TO: Kenine Nominees P/L  
P.O Box 264  
RICHMOND VIC 3121

Assessment No. - 4502 064 00 &  
4502 066 00  
Permit No - P02/391  
Planning Scheme - Colac-Otway Scheme  
Responsible Authority - COLAC OTWAY SHIRE

**ADDRESS OF THE LAND:**

Lots 1 & 2, PS414812B, & Lot 9, LP12920, Parish of Krambruk, 64 & 66 Pascoe Street,  
Apollo Bay

**THE PERMIT ALLOWS:**

Demolition of an existing Dwelling, Construction of Four (4) new dwellings & Five (5) Lot  
Subdivision

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

1. Prior to the use and or development commencing, amended plans to the satisfaction of the Responsible Authority must be submitted. When approved the plans will be endorsed and will then form part of the permit issued. The plans must be drawn to scale with dimensions and three copies provided. The plans must generally be in accordance with the plans submitted with the application, but modified to show:
  - (a) an amended landscaping plan, with a planting schedule indicating height of plants at time of planting and mature height. Screen planting of trees shall be provided along proposed internal boundaries between the rear of the front units (Units 1 and 2) and Unit 3, and between Units 3 and 4, to protect against overlooking. Trees shall be of as mature a height as is practicable at time of planting and shall be selected to grow to a minimum height of 4m at maturity.
2. The layout of the site and size of the proposed buildings and works as shown on the endorsed plans shall not be altered or modified without the consent of the Responsible Authority.

Date Issued 03.12.2002

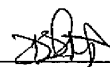
Signature for the  
Responsible Authority

**CONDITIONS CONTINUED FOR PERMIT NO. P02/391**

3. Access onto and within the property shall be constructed to the satisfaction of the Responsible Authority and in accordance with submitted plans. The driveways must be constructed of concrete, pavers or similar surface.
4. Where a concrete driveway is proposed the construction requirements shall be in accordance with the Colac-Otway Shire's Standard Vehicles Crossing Drawing. Concrete driveway crossings are required.
5. The driveway must 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.
6. All run off from stormwater, including overflow from water storage and waste water, shall be taken to a legal point of discharge to the satisfaction of the Responsible Authority.
7. The land adjacent to the buildings hereby permitted shall be landscaped predominantly with native plants of species suitable to the locality, to preserve and enhance the natural beauty of the area and to provide an effective visual screen.
8. The landscaping shall be installed prior to the commencement of the use and shall be permanently maintained to the satisfaction of the Responsible Authority.
9. A security bond of \$5000 payable to the Colac Otway Shire shall be made prior to the commencement of any buildings and/or works for the landscaping of the development.
10. Upon completion of the landscaping works to the satisfaction of the Responsible Authority, the Responsible Authority may refund up to 80% of the landscaping bond after receiving written request from the applicant. The balance shall be refunded upon the completion of a two (2) year maintenance period.
11. Upon completion of a two (2) year maintenance period the Responsible Authority may refund all or part of the security deposit after receiving written request from the applicant.
12. In the event that the landscaping works are not completed and or maintained to the satisfaction of the Responsible Authority, the Responsible Authority may complete or maintain the landscaping works and deduct the cost thereof, including supervision fee from any security deposit lodgement.
13. Prior to commencement of construction colour samples of all external roof and wall finishes shall be submitted to the Responsible Authority for consideration. If approved such information shall be endorsed and shall form part of the permit issue.
14. The nature and colour of building materials employed in the construction of the buildings and works hereby permitted shall be harmonious with the environment to the satisfaction of the Responsible Authority.

Date Issued 03.12.2002

Signature for the  
Responsible Authority





**CONDITIONS CONTINUED FOR PERMIT NO. P02/391**

15. The subdivision as shown on the endorsed plan must not be altered save, with the written consent of the Responsible Authority.
16. Plans submitted for certification shall meet the requirements of the Subdivision Act 1988, as amended.
17. The developer shall mark street numbers for all lots in the subdivision in accordance with the Shire's street numbering scheme to the satisfaction of the Responsible Authority.
18. The Statement of Compliance shall not be issued prior to all conditions on the subject Planning Permit being complied with to the satisfaction of the Responsible Authority.
19. If the development authorised by this permit is not completed within two (2) years, this permit shall expire, unless an extension of time is approved by the Responsible Authority. The written request for an extension of time must be received before 3 months have elapsed after the date of expiry.
20. This permit shall expire after 2 years if the relevant plan of subdivision is not certified by the Responsible Authority, unless an extension of time is approved by the Responsible Authority. The written request for extension of time must be received before 3 months have elapsed after the date of expiry.
21. That before a statement of compliance is issued, a section 173 agreement be placed on lot 5 of plan of subdivision PS509333L to prevent further subdivision of the allotment.

**Conditions required by Barwon Water:-**

22. The creation of easements over all existing and proposed water sewers located within the subdivision in favour of the Barwon Region Water Authority.
23. Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of the Act.
24. The payment of a Major System Contribution for water supply for the subdivision. This charge reflects the additional demand placed on the water system by this development.
25. The provision of water supply services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Individual meters to serve the proposed lots are to be installed and inspected. Appropriate containment backflow devices are also required.
25. Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location relative to the existing boundaries and the meter number is required. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments if obsolete.

Date Issued 03.12.2002

Signature for the  
Responsible Authority



**CONDITIONS CONTINUED FOR PERMIT NO. P02/391**

27. The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Individual connection branches are to be installed and extended within the property boundary.
28. The payment of a Major System Contribution for sewer for the subdivision. This charge reflects the additional loading placed on the sewerage system by this development.

**Conditions Required by Powercor:-**

29. 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.

The applicant shall:

- 30.1 Enter into negotiations with Powercor prior to lodging of a Plan of Subdivision for certification. An agreement may be required with Powercor for the supply of electricity to each lot and for the extension, augmentation or re-arrangement of any existing electricity supply system as required by Powercor, subject to Powercor being able to provide a supply of electricity. (A payment to cover the cost of such work will be required). In the event that a supply cannot be provided the applicant shall provide a written undertaking to Powercor that prospective purchasers will be so informed.
- 30.2 Re-arrange, to the satisfaction of Powercor, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- 30.3 Provide easements or set aside reserves satisfactory to Powercor, where easements or reserves have not been otherwise provided, for all existing and new Powercor electric lines and substations on the land required to service the lots and adjoining land, save for the lines and substations located, or to be located, on public roads set out on the plan. These easements and reserves shall be "in favour of Powercor Australia Limited".
- 30.4 Provide to Powercor Australia Limited, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

**NOTES:**

1. The holder of this permit shall obtain the necessary Building Approval prior to the commencement of any buildings and works.
2. The easement along the eastern boundary of the proposed Lot 5 is to be retained.

Date Issued 03.12.2002

Signature for the  
Responsible Authority



Planning and Environment Regulations 1998 No. 8  
Form 13

Section 181  
APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT  
Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name:  
Phone:  
Address:

Ref: Customer Code:

The Authority having made an agreement referred to in section 181(1) of the  
**Planning and Environment Act 1987** requires a recording to be made in the  
Register for the land.

Land: **Part Certificate of Title Volume 8671 Folio 194**  
**(proposed Lot 5 PS509333L, part of Lot 8 on plan of**  
**subdivision 012920, Parish of Krambruk)**

*(if part, state and show which part)*

Address of the Land : 64 Pascoe Street, Apollo Bay

Authority: **Colac Otway Shire Council, PO Box 283, Colac 3250**

Section and Act under which agreement made:  
**Section 173 Planning and Environment Act 1987**

Agreement Date :

A copy of the Agreement is attached to this Application.

Signature for the Authority: .....

Office Held: Chief Executive Officer

Date

Created by planning on Tuesday, 17 November 2009

PLANNING DEPARTMENT  
 Admin Map



|   |  |   |
|---|--|---|
| <p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Planning Areas</li> <li> Property</li> <li> Parcel</li> <li> Parcel Proposed</li> <li> Green Land</li> <li> Easement</li> <li> Watercourse</li> <li> Floodway (DMA)</li> <li> Floodplain (DMA)</li> </ul>  |  | <p><b>Disclaimers</b></p> <p>Contains VICMAP Information<br/>                 ©The State of Victoria, Dept. of Sustainability &amp; Environment, 2003<br/>                 Reproduced by permission of the Dept. of Sustainability &amp; Environment.</p> <p>This material may be of assistance to you but the State of Victoria, Colac-Otway Shire and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or consequences which may arise from your relying on any information contained herein</p> |
| <p><b>Public Conservation and Resource Zone</b></p> <ul style="list-style-type: none"> <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> |  | <p><b>Colac Otway Shire</b><br/>                 2-6 Rae Street.<br/>                 COLAC, VIC. 3250<br/>                 Ph: 03 5232 9400<br/>                 Fax: 03 5232 1046<br/>                 Email: <a href="mailto:Inq@colacotway.vic.gov.au">Inq@colacotway.vic.gov.au</a><br/>                 Web: <a href="http://www.colacotway.vic.gov.au">www.colacotway.vic.gov.au</a></p>   |

**GDA**  
Geocentric Datum of Australia

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.

**\*\* Not all layers depicted here are necessarily shown on map \*\***

**PLANNING AGREEMENT**

Parties

**KENINE NOMINEES PTY. LTD. (“the Owner”)**

and

**COLAC OTWAY SHIRE**

2

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

**PARTIES:**

1. **COLAC OTWAY SHIRE** of 2-6 Rae Street, Colac 3250 ("**the Responsible Authority**"); and
2. **KENINE NOMINEES PTY. LTD.**, of 22 Wooded Way, Montmorency, Vic. 3094. ("**the Owner**")

**RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Colac Otway Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor of the land known as 64 PASCOE STREET (on the EAST side), approximately 54 metres SOUTH of MURRAY STREET and described in Certificate of Title Volume 8671 Folio 194.
- C. **The Owner and the Responsible Authority agree that this Agreement shall be made generally in accordance with Planning Permit P02/391 in the Colac Otway Planning Scheme.**
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this Deed.

**IT IS AGREED THAT:**

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the *Planning and Environment Act 1987* ("**the Act**").
2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

**Interpretation**

3. The parties agree that in the interpretation of this Agreement:
  - 3.1 The expression "**Owner**" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner in respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the Successors**") as if each of those Successors had separately executed this Agreement;
  - 3.2 "**Subject Land**" means the land referred to in Recital B.
4. The parties agree that in the interpretation of this Agreement:
  - 4.1 The singular includes the plural and the plural includes the singular.

- 4.2 A reference to a gender includes a reference to each other gender.
- 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.
- 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 4.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Colac Otway Planning Scheme;
- 4.9 A reference to the words "**Responsible Authority**" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

#### **Jurisdiction**

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

#### **Severability**

6. Notwithstanding clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

#### **Undertakings of the Parties**

8. The Owner agrees:
- (a) that Lot 5 on PS 509333L (64 PASCOE STREET) shall not be further subdivided.
9. The parties agree that:

(a) Where the Owner has complied with its obligations under this agreement in respect of a stage of a subdivision of part of the land, the Responsible Authority shall specify in the statement of compliance that this Agreement no longer applies to the part of the land in that stage of subdivision.

(b) Where the Owner has complied with its obligations under this agreement in respect of a stage of a development of part of the land, the Responsible Authority shall advise the Titles Office that this Agreement no longer applies to the part of the land in that stage of development.

### Disputes

10. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.
11. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.
12. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 10 and 11 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

### Owner's Covenants

13. The Owner warrants and covenants that:
  - (a) The owner is both the registered proprietor and the beneficial owner of the land on the proposed Plan;
  - (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;
  - (c) the Subject Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

### Registration of Agreement

14. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.



Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:

15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

15.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

#### **Notification to Successors in Title**

16. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
17. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
18. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

#### **Owner May Apply for Planning Permission**

The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

#### **Service**

A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

*by delivering it personally to that party;*

*by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or*

*by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.*

21. A notice or other communication is deemed served:

6

*if delivered, on the next following business day;*  
*if posted, on the expiration of two business days after the*  
*date of posting; or*  
*if sent by facsimile, on the next following business day*  
*unless the receiving party has requested retransmission before the end of*  
*that business day.*

**IN CONFIRMATION** of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

**EXECUTION AND ATTESTATION:**

EXECUTED by KENINE NOMINEES PTY. LTD. )  
ACN 005 120 543 in accordance with Section 127 )  
of the Corporations Act 2001 by being signed by )  
the person who is authorised to sign for the company:

Director.....

Secretary.....

Name *KENNETH JOHN GOODISON*

Name *PAULINE MARGARET GOODISON*

Usual Address

*22 WOODDED WAY  
MONTMORENCY  
3094*

Usual Address

*22 WOODDED WAY  
MONTMORENCY 3094*

**THE COMMON SEAL of the** )  
**COLAC OTWAY SHIRE** )  
was hereto affixed in accordance )  
with its Local Law No. 4 )

.....  
Chief Executive Officer

**OM092511-19      MUNICIPAL ASSOCIATION OF VICTORIA STATE COUNCIL MEETING**

|             |              |           |           |
|-------------|--------------|-----------|-----------|
| AUTHOR:     | Stephen Hart | ENDORSED: | Rob Small |
| DEPARTMENT: | Executive    | FILE REF: | 1         |

**REPORT FROM DELEGATE**

**Municipal Association of Victoria (MAV) State Council meeting on 30 October 2009**

On 30/10/09 I, Cr Stephen Hart, attended the MAV meeting held in Melbourne as Colac Otway Shire's delegate. Council's CEO, Rob Small also attended. Only Councillor delegates are permitted to vote on the resolutions.

1. On the day of the meeting, Delegates were provided with a copy of the financial reports for MAV Insurance and MAV for the financial year ended 30 June 2009. The provision of these reports to Delegates had been delayed due to issues related to MAV Insurance.

For the financial year ended 30 June 2008 there was a combined surplus across the various MAV operations of \$10.35 million on total revenue of \$61.24 million. For the financial year ended 30 June 2009 there was a combined deficit across the various MAV operations of \$3.024 million on total revenue of \$59.36 million.

The main reason for this deterioration in the MAV's financial position is that significant provisions had to be recorded in the financial statements to allow for the possibility that insured Councils may be subject to litigation when victims of the 2009 bushfires seek to recover compensation. This doesn't mean that such claims will eventuate or will succeed. Rather, that the MAV has been required to make allowance for that possibility.

2. Approximately 50 resolutions from Member Council's were considered. This included some late motions. Since the May 2009 meeting the MAV has changed their processes so that similar resolutions are combined where possible. This is the main reason why the number of resolutions in October (about 50) was significantly less than the number in May (about 80). The business of the meeting was completed much earlier than originally planned as a result.
3. Resolutions calling for more clarity in the "conflict of interest" rules, expressing disappointment at the low funding increase of 2% for public libraries, calling for continued drought support for farming communities, an extension of natural gas supplies, improved access to school buses, rail crossing upgrades and increase in police numbers were among the motions adopted.
4. A resolution calling for the abolition of the fire services levy, which only falls on those who have insurance, was adopted. The GST is added to the fire services levy and stamp duty is added as well. This means there are multiple taxes on taxes. When the GST was introduced assurances were given that this would not occur. Colac Otway supported the call to abolish the fire services levy but Councils need to be careful that this tax raising function isn't transferred to local government.

5. Controversially, one Council voted against a resolution “*That the MAV nominate to represent local government on the State Plan to Prevent Violence Against Women Advisory structures, with a view to advise the State Government on an appropriate model for embedding commitment across local government to preventing violence against women.*” Colac Otway, along with almost every other Council, supported the resolution. Only one Council voted against.

**Attachments**

Nil

**Recommendation(s)**

***That Council*** notes the report regarding the MAV State Council meeting on 30 October 2009.

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**CONSENT CALENDAR**

**OFFICERS' REPORT**

D = Discussion  
W = Withdrawal

| ITEM                                                                                                                                                                                                                                                  | D | W |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <p><b><u>NOTICES OF MOTION</u></b></p> <p><b><u>OM092511-20 PLANNING DECISIONS</u></b></p> <p>Department: Notices of Motion</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council consider the contents of this Notice of Motion.</i></b></p> |   |   |
| <p><b><u>OM092511-21 LICENSED PREMISES</u></b></p> <p>Department: Notices of Motion</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council consider the contents of this Notice of Motion.</i></b></p>                                         |   |   |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

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**OM092511-20 PLANNING DECISIONS (CR STEPHEN HART)**

TAKE NOTICE that it is my intention to move at the Ordinary Council Meeting of the Colac Otway Shire to be held on 25 November 2009:

“Council notes that the Panel report in relation to the C55 Planning amendment identified that there needs to be further work to ensure that land is not inappropriately zoned “Farm” within the municipality. Council notes that some work has commenced to address this issue.

To ensure that this situation is given thorough consideration Council resolves to amend the delegation to Planning Officers so that applications with the following characteristics are decided by Councillors rather than Officers:

1. The land subject to the application is zoned “Farm”,
2. The application involves a proposed boundary re-alignment and/or a proposed excision of an existing dwelling and/or a proposed expansion of a use that is currently discouraged in a “Farm” zone but where the particular applicant has “existing use rights”, and
3. The Officer recommendation is that the application be rejected.

The Council Officers are to retain the delegated authority to approve such applications. This change only applies to recommended refusals.”

**Recommendation**

***That Council consider the contents of this Notice of Motion.***

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**OM092511-21      LICENSED PREMISES (CR STEPHEN HART)**

TAKE NOTICE that it is my intention to move at the Ordinary Council Meeting of the Colac Otway Shire to be held on 25 November 2009:

“Council is concerned about the proliferation of premises licensed to supply alcoholic beverages in the municipality. Council believes that Council’s planning policies should be sufficiently robust to enable the Town Planning Department to take all relevant issues into account when considering applications related to licensed premises.

With this in mind, Council calls for a report detailing:

1. The current policies that Council has to provide a basis for assessing applications involving licensed premises,
2. The adequacy of the policies particularly in relation to the ability to take into account local circumstances, and
3. Any suggested improvements.”

**Recommendation**

***That Council consider the contents of this Notice of Motion.***

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## 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:***

**SUBJECT**

Apollo Bay Airfield Licence Agreements

***Application Seeking a Right of Reply***

Sale of Council Land - 50 Main Road, Beech Forrest

**REASON**

this matter deals with contractual matters

***this matter deals with personnel matters***

this matter deals with legal advice; AND this matter may prejudice the Council or any person

**SECTION OF ACT**

Section 89 (2) (d)

***Section 89 (2) (a)***

Section 89 (2) (f) (h)