



**Colac Otway  
SHIRE**

**AGENDA**

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

**23 SEPTEMBER 2008**

**at 3.00 pm**

**COPACC Meeting Room  
Rae Street, Colac**

# COLAC-OTWAY SHIRE COUNCIL MEETING

23 SEPTEMBER 2008

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**OM082309-21 GENERAL BUSINESS**

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NOTICE is hereby given that the next **ORDINARY COUNCIL MEETING OF THE COLAC-OTWAY SHIRE COUNCIL** will be held in the COPACC Meeting Room, Rae Street, Colac on 23 September 2008 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 encourages active community input and participation in Council decisions. Council meetings provide one of these opportunities as members of the community may ask questions relating to matters being considered by Council at the current meeting. Questions not related to current agenda items can be made in writing and will be addressed if received within two days of the Council meeting. Council meetings also enable Councillors to debate matters prior to decisions being taken.

I ask that we all respect each other during this process by:

- being courteous and respectful in the way in which you speak;
- not speaking unless you have been permitted to by me as chairperson;
- respecting the local laws which govern meeting procedure (copies of these are here for your information); and
- understanding that I have a responsibility to ensure proper meeting procedure and the upholding of the local law.

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. MAYORAL AWARDS

Mayoral Volunteer Award Recipient for September 2008  
Mayoral Youth Award Recipient for September 2008

## 7. DECLARATION OF INTEREST

## 8. CONFIRMATION OF MINUTES

- Ordinary Meeting of the Colac-Otway Shire Council held on the 26/08/08.

### Recommendation

That Council confirm the above minutes.

## OFFICERS' REPORTS

### Chief Executive Officer

OM082309-1 CEO'S PROGRESS REPORT TO COUNCIL  
OM082309-2 STATUTORY MEETING DATE - 2008  
OM082309-3 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER

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OM082309-4 COLAC BOWLING CLUB  
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### Infrastructure

OM082309-16 CONTRACT APPROVAL CONTRACT 0813 - BITUMINOUS SEALING WORKS  
OM082309-17 AUDIT OF PORT SAFETY AND ENVIRONMENT MANAGEMENT PLAN, PORT OF APOLLO BAY  
OM082309-18 CONTRACT APPROVAL - CONTRACT 0812 - POUND ROAD RECONSTRUCTION

## **Sustainable Planning and Development**

- OM082309-19 PLANNING SCHEME AMENDMENT C55 (PLANNING SCHEME REVIEW) - RELEASE OF PANEL REPORT
- OM082309-20 COLAC OTWAY SHIRE COMMUNITY PLAN PROPOSAL

## **GENERAL BUSINESS**

### **OM082309-21 General Business**

- OM082309-21.1 ITEM FOR SIGNING & SEALING – AGREEMENT FOR THE SALE OF ELECTRICITY – CONTRACT 0810 ELECTRICITY SUPPLY TO METERED SITES (MAJOR SITES ONLY)
- OM082309-21.2 ITEM FOR SIGNING AND SEALING - SECTION 183 (ENDING OF AN AGREEMENT) TO BE SIGNED BY COUNCIL AND ENTER INTO NEW SECTION 173 AGREEMENT TO BE SIGNED BY COUNCIL - 21 PASCOE STREET, APOLLO BAY

## **ADDENDUM AGENDA ITEMS**

Tracey Slatter  
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>OM082309-1 CEO'S PROGRESS REPORT TO COUNCIL</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council receive the CEO's Progress Report for information.</i></p>		
<p><b><u>OM082309-2 STATUTORY MEETING DATE - 2008</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council confirm that the Statutory Meeting of the Colac Otway Shire Council be held on Friday, 5 December 2008 at 5.00 pm in the Colac Otway Performing Arts &amp; Culture Centre.</i></p>		
<p><b><u>OM082309-3 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council appoint Jack Green as Acting Chief Executive Officer for the period 20 December 2008 to 14 January 2009 inclusive under Section 94 of the Local Government Act.</i></p>		

**Recommendation**

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

**MOVED** .....

**SECONDED** .....



**OM082309-1 CEO'S PROGRESS REPORT TO COUNCIL**

AUTHOR: Tracey Slatter  
DEPARTMENT: Executive

ENDORSED: Tracey Slatter  
FILE REF: GEN00460

**EXECUTIVE****Candidate Information Session**

Colac Otway Shire hosted a Municipal Association of Victoria (MAV) Community and Candidate Information Session at COPPACC on Thursday 4 September from 7 pm.

The Candidate Information Session gave attendees an opportunity to learn more about Local Government, Colac Otway Shire, what is expected of a Councillor and how to become a Councillor. Attendees were given information packs providing a copy of information given at the session.

**Valuing our Vote**

On 27 August 2008 Meriba hosted Valuing our Vote - The Commemoration of Victorian Women Gaining the Vote, with Colac Otway Shire's CEO, Tracey Slatter MC for the night. The dinner was held at the COPACC Civic Hall from 6pm.

**CORPORATE & COMMUNITY SERVICES****Recreation****SRV Community Facility Funding Program 2009/10**

A Council report will be prepared for the October Council meeting regarding funding submissions under the current Sport and Recreation Victoria Community Facility Funding Program 2009/2010.

The Colac and District Netball Association and Colac Summer Netball Association are developing their resubmission application to the 2009/2010 SRV Community Facility Funding Program to redevelop Eastern Reserve netball facilities. Council Officers will then develop the supporting application for submission by early November 2008.

**Birregurra Skate Park**

Tender documents are in progress with Council's Contracts Co-ordinator for construction of the Skate Park.

**Multi purpose sports field legacy project**

Two independent consultants were engaged by Council to provide expert advice in relation to the redevelopment of the two hockey fields at Central Reserve. Site plans, specifications and quotations for works will be called for through Council's tender process. The grant allocated from Sport and Recreation Victoria for the project is \$250,000.

**City Reserve User Agreements**

Draft copies of the City Reserve Agreements have been distributed to all user groups of Central Reserve, Eastern Reserve, Western Oval, South Colac Recreation Reserve and Colac Cricket Ground seeking comments/feedback. Following responses, a revised draft will be forwarded to the user groups for preparation of a final Agreement.

**Lawn Sports in Colac**

A meeting was held between delegates of St Andrews Croquet Club (who have been advised to vacate their Calvert Street premises by November 2008, due to sale of the site),

Colac Croquet Club and Colac Lawn Tennis Club, Councillors and Officers on 22 August. Members present agreed to consider options for the development of lawn sports in Colac, with a refurbished clubroom and multi-use lawn tennis/croquet courts on the Church Street site. It is planned to identify Club contributions and apply for Sport & Recreation Victoria Community Facility Funding Program assistance. Council has allocated \$50,000 in the 2008/2009 Budget towards this project.

### **Cricket Wicket Improvement Program**

Hume Turf will carry out improvements to the Central Reserve, Eastern Reserve and Warrion Recreation Reserve Cricket wickets. Colac Cricket Club will relocate to Eastern Reserve for the 08/09 Summer Season, fixtures will be arranged for City United and Colac Cricket Clubs. At the conclusion of the season Eastern and Warrion wicket improvements will be completed. Colac Little Athletics Club will have completed their 2008 program prior to works commencing in December at Central Reserve. Colac Braves have arranged for the first 3 baseball matches to be played in Geelong to ensure there is no disruption to competition.

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

Inspiring Place Pty Ltd have been appointed as the project consultants to undertake this regional project which is auspiced by Colac Otway Shire on behalf of Council and other Government Agencies. Project clarification has been undertaken with confirmed project timelines and consultation strategy. The first of the regular project newsletters has been distributed and is available on Council's website together with project partner distribution points. A series of forums will be held throughout the region during the week commencing 20 October 2008.

Inspiring Place bring knowledge and previous experience of planning for trails across a range of regions including Tasmania. Inspiring Place have also developed detailed definitions and criteria for trails which will form the basis of the project to determine the regional or 'iconic' trails throughout the Barwon South West region. This project is to be completed early 2009.

### **Beechy Precinct Project**

A TravelSmart funding expression of interest has been supported and will now further progress through the funding process, the applicant will seek funding to provide infrastructure to encourage active transport (walking and cycling) between the Beechy Precinct, the Colac CBD and neighbouring residential and school zones.

### **Youth**

Youth Councillor Tracey Richardson was a recent recipient of the \$2,000 Merlyn Myer Education Award and has now been awarded a place within the Ministerial Direct - Youth Advisory Committee. This committee is a group of 16 young Victorians who will meet regularly with the Minister for Youth Affairs and the Office for Youth, to provide advice about issues that are important to young people.

Youth Council congratulates Tracey on her remarkable achievements this year.

### **Arts**

House of Colac Picture Framing is currently framing a suite of 32 limited edition lithographs gifted to Council from internationally renowned Separation Creek artist printmaker Peter Jacobs. The lithographs will be permanently displayed in the COPACC Foyer from late October 2008. A launch is to be arranged to celebrate this acquisition.

**COPACC**

More than 550 people, mostly three to eight-year-olds attended the children's theatre production of Milli, Jack & the Dancing Cat on August 26.

On the day of the show COPACC hosted a one-day exhibition of almost 200 works of art by children who were inspired by Stephen Michael King's picture book of Milli, Jack & the Dancing Cat.

The Maggie Diaz retrospective black and white photography exhibition in the COPACC foyer has received a positive response from the local community. People have travelled from as far as Melbourne and Geelong to see the free exhibition which closed on September 12.

**Events****E Team Developments - September**

The September "E Team" meeting was held Tuesday 9 September for Event Committees representing the Relay for Life, KANA, the Apollo Bay Music Festival, and a debrief of the recent FReeZa Battle of the Bands event at COPACC.

**FReeZA Battle of the Bands**

The 2008 FReeZa Push Start "Battle of the Bands" all ages musical event was held Friday 29 August 2008 at COPACC. Over three hundred young people attended the event, with 20 volunteers providing support from the Colac Scouts, Youth Council, Colac Area Health, COPYlit and the FReeZa Committee. The event provided 34 young musicians and performers with an opportunity to perform live in a safe, drug, alcohol and smoke free environment.

The evening was described as a "huge success" by young people attending the event, with headline act "Mammal" being the standout high light of the evening.

The FReeZa Committee are currently planning their final event for 2008 which will be an under age dance party entitled, "Just Dance!" This event will be targeted at Year 7 - 9 students and will be held at COPACC on 11 October 2008.

**INFRASTRUCTURE & SERVICES****Asbestos Audit**

Asbestos audits of Council's buildings by representatives of Noel Arnold & Associates commenced on 1 September 2008. All inspections are proceeding in line with the project plan. The aim is to review Council's existing asbestos register and provide a revised risk assessment for facility management detailing any significant changes/impacts to previously identified asbestos containing materials.

**Rail Crossing Signage Upgrades**

A number of upgrades to road furniture (e.g. signs) at level crossings located on local roads within the municipality have been undertaken. These works have included the alteration and provision of new signage and alteration of existing line marking to improve safety and ensure compliance with the relevant Australian Standards. This program was completed in response to the number of issues identified through the Department of Transport's level crossing safety audits (ALCAM).

**Port of Apollo Bay - Risk Mitigation Funding Application 2008**

Funding applications were invited by the Department of Sustainability and Environment (DSE) for potential Risk Mitigation works at the Apollo Bay Harbour. The Risk Mitigation works are focused at minimising risks to public safety, protection of significant assets of high

value, undertaking preliminary studies and risk audits and the environmental risks associated with Port operations.

After analysis by staff, of possible capital works projects that have risk mitigating outcomes, three funding applications have been lodged for the Port of Apollo bay as follows:

- (i) Long Term Dredging Options and Sand Treatment Study update;
- (ii) Replacement of slipway rail; and
- (iii) Re-Armouring of approximately 30m of the Main Breakwater, adjoining the boat ramp car park.

The Department of Sustainability & Environment will assess all the funding applications received from the local Ports, and once advice is received regarding success of funding applications, the implementation will take place.

### **Colac Airfield Terminal**

The following works to prepare the Colac Airfield terminal building for painting have been undertaken.

- Timber and security doors have been replaced and other doors adjusted;
- A new step at the main door has been replaced;
- Broken window replaced;
- Vermin proofing around internal sliding doors; and
- Repairs to laminex above kitchen sink and minor trim works completed.

The painting has commenced and completion is estimated for week ending 19 September 2008.

### **Contamination**

As part of Council's ongoing Waste Education plan, a mail drop was distributed in high contamination areas, with letters being sent to households with continual bin contamination advising that another contamination due to inappropriate sorting, could involve a penalty of suspension of collection service for up to 4 (four) weeks.

Residents have been advised to contact Council's Waste Management Officer should they have any enquiries regarding sorting or for further clarification. Some residents have taken this opportunity to clarify what type of items can go in their Bins.

### **Waste Education**

Year 3-6 students from Colac West Primary School will be visiting the Barwon Region Waste Management Group education centre in Geelong on 28 & 29 October. This will be sponsored by Colac Otway Shire's Waste Education Budget.

Students and staff were excited to have this opportunity and saw this not only as waste education but as a vital part of their environmental education which has included tree planting and viewing of litter traps with Council's Environmental Projects Officer, Andrew Barber.

## **SUSTAINABLE PLANNING & DEVELOPMENT**

### **Broiler Farm Proposals**

Two separate applications for new broiler chicken farms on a site at 210 Pierces Road, Beeac have received a number of objections raising issues including odour, traffic, water supply and potential for disease. A separate application seeks approval for re-subdivision of

the land to facilitate the proposals. The applications were re-advertised in August 2008, providing a further 14 day opportunity for submissions which has now closed. Given the need to investigate these issues fully with relevant State Government agencies, a decision on the applications has been deferred to the October Planning Committee meeting at the earliest. Submitters will be formally advised of the details of the meeting.

### **Planning Enforcement Officer**

A new position of Planning Enforcement Officer was recently created after a review of existing resources. The new officer commenced on 15 September 2008 and will make a significant difference to the extent to which Council will be capable of responding to non-compliance with the Planning Scheme.

### **Exhibition of Planning Scheme Amendment C12 (Flood mapping)**

The Corangamite Catchment Management Authority (CCMA) has supplied Council with updated mapping of areas prone to flooding and inundation. This mapping was used in June to update the 'Land Liable to Flooding' map applied under the Building Regulations to land in Colac Otway Shire. An amendment is now being exhibited to modify the Planning Scheme mapping of flood prone areas to reflect the updated CCMA maps. This will result in the introduction of a Floodway Overlay to limited parts of the municipality where flood waters would be deepest (generally over areas currently subject to a Land Subject to Inundation Overlay), and changes to the extent of areas included within the Land Subject to Inundation Overlay. The mapping will remove controls from some areas and include additional land in other instances. The amendment will be on exhibition from 25 September to 27 October, 2008. Details of the amendment, where it can be viewed and how to make a submission are available from the Council offices.

### **Adoption of Planning Scheme Amendment C27 - Part B (Heritage Controls)**

Amendment C27 Part B, adopted by Council in April 2008 was gazetted by the Minister for Planning on 4 September 2008 and now forms part of the Planning Scheme. A Heritage Overlay now applies to both individually significant properties as well as broader precincts identified as significant in the Colac Otway Heritage Study, and a local policy has been introduced to guide the assessment of permit applications. The gazettal of Part B concludes the amendment process, and marks a milestone in the implementation of the Heritage Study by introducing appropriate planning controls over places of heritage significance within the Shire. Property owners need to be aware of the changes and how they may affect currently planned developments on their property.

### **Council fixture retrofitting project**

Colac Otway Shire received a grant from the Australian Government to reduce water consumption through changing high water usage fixtures to more efficient ones. Colac Otway Shire targeted high water using facilities in an effort to reduce our water consumption and comply with the actions of our Sustainable Water Use Plan. Council received \$23, 738 from the Community Water Grant and contributed \$10,000 towards the project, with a total project budget of \$33,738.

The sites where retrofitting was undertaken included: Murray Street Public Toilets (opposite the Barongarook Gardens Nursing Home), Colac and Apollo Bay Visitor Information Centres, Lake Colac Foreshore Toilets, Colac Saleyards, Colac Otway Shire offices, Apollo Bay Depot and other public toilets in small towns. The project involved replacing existing high water usage fixtures (toilets, urinals, basins, showerheads, kitchen sinks) with more water efficient fixtures. By installing water saving fixtures in these venues, Council will be saving almost a million litres of water per year.

### **Report sent to the Cities for Climate Protection**

The Cities for Climate Protection (CCP) Australia Program helps local governments address climate change. This is done through a strategic milestone framework that empowers Councils to make an inventory of their greenhouse gas emissions, set reduction goals, plan and implement actions, and monitor their progress. Council is currently at milestone three.

Participating Councils are required to provide quantification data on all greenhouse gas abatement actions implemented, as listed in their Greenhouse Action Plan. The Colac Otway Shire implemented a variety of actions arising from energy audits conducted at Council's three highest energy using facilities. Council funded the audits at a cost of approximately \$5,000 in 2006. The actions from the audits form a major component of Council's Greenhouse Action Plan (GAP). Shire funds (\$15,000) have been used to implement actions. \$4,000 from the CCP Australia Program grant enabled additional actions to be undertaken and additional greenhouse gas reductions to be realised. Council actions included timers on boiling water units; improved heating, ventilation and air conditioning and an update of lighting systems.

Council implements actions, where possible, with the largest efficiency gains and financial payback to Council over time. Council has committed to channelling some of these financial savings into further energy and greenhouse savings in the future. This process has been made possible through the development of a revolving Sustainability Action Fund where savings recognised are made available to fund future sustainability type actions, as detailed in the GAP.

Greenhouse gas and energy savings, financial outlay and payback periods have all been calculated through recommendations from the energy audit consultant and submitted in a report to the International Council for Local Environmental Initiatives. If the report is approved Council will complete Milestone 4 of the program. Progressing toward Milestone 5 provides Council with the opportunity to assess its progress to its reduction goals and reassess the strategic direction of its action plan. After progressing through the milestone framework, Council will have developed a strong capacity to undertake further greenhouse actions. A program called CCP Plus offers supplementary action projects and funding opportunities for Councils that continue greenhouse actions after completing Milestone 5.

### **Apollo Bay Harbour**

The Enquiry by Design process to complete community consultation for the development of the Apollo Bay Harbour Precinct Master Plan was undertaken over the period of 18 September to 23 September 2008.

'Enquiry by Design', involved Council, landscape designers, engineers, architects and community people working together over a five day period to revisit and respond to design issues raised in relation to the existing Draft Master Plan.

Three Community Newsletters were sent to all residents and ratepayers in Apollo Bay to provide information and invite people to participate.

### **Small Towns**

The Small Town Improvement Program applications for 2009/10 are now open, and will close in late November. Already there appear to be some exciting projects planned around the Shire for next year.

Over 50 submissions were received regarding the ranking of the Gellibrand Master Plan priorities. These are now being collated and will be presented to the community for

endorsement. Once endorsed by the community, the new priorities will be presented to Council for endorsement.

### **Lake Colac**

A Cultural Heritage Management Plan is being prepared for the proposed worksites along the lake foreshore. The completion of this plan will provide direction into how these works can be undertaken without any disturbance to indigenous cultural heritage. Once this plan is completed, it is envisaged that works, including the extension of the pathway from Ross's Point to Stodart St West, bench seating and fire pits at Meredith Park will commence and be completed within the financial year.

The Lake Colac Coordinating Committee had its September meeting on site at the lake. The meeting included a tour of the Deans Creek area, Stodart St West, the Botanic Gardens and the area around the Boat Ramp.

Colac Community Hub Inc has produced a report with the results from the community consultation that was conducted into the types of facilities that could be provided in a Family Recreation Area below the Botanic Gardens. Many facilities were suggested and these will be discussed by the Lake Colac Coordinating Committee. These final suggestions will then be provided to a landscape architect to provide a detailed master plan which will be released for public comment.

### **Visitor Information Centres**

Both centres have been experiencing an increase in phone calls in relation to upcoming school holidays, Christmas holidays and other events.

GORVIC now has 4 volunteer welcomers on board, and all are doing a magnificent job. They have fitted in with the newly renovated centre and provide valuable support to the paid staff.

### **Business Development**

The Economic Development was successful in receiving a \$15,000 grant from the Victorian Government to appoint a consultant for the development of the Action Agenda for Economic Development 2009 - 2012 (the new Economic Development Strategy). Consultation will take place in the next six weeks with local business to ascertain their thoughts on Economic Development in the Colac Otway Shire.

#### Business Training

Ten (10) local business people attended the *Financial Controls* seminar at COPACC on 9 September 2008.

Sixteen (16) business people registered for the *Silent Salesman* workshop held on 16 September 2008, which gave local businesses the opportunity to learn how an attractive shopfront can be utilised as a marketing advantage for their business.

#### G21 Regional Marketing Initiative

G21 are planning to showcase the region through a series of supplements for The Age in late 2008 and early 2009 with Live, Work, Invest and Learn themes. These lift-outs will not only reach the Melbourne metropolitan market, as The Age is distributed nationally thus creating promotion throughout the country.

**Recommendation(s)**

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

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**OM082309-2 STATUTORY MEETING DATE - 2008**

AUTHOR: Tracey Slatter  
DEPARTMENT: Executive

ENDORSED: Tracey Slatter  
FILE REF: GEN001700

**Purpose**

To confirm the Statutory Meeting date for 2008.

**Background**

A report was presented to Council in October 2007 to confirm the Ordinary Meeting Dates for 2008. This report advised that a further report would be presented to confirm the Statutory Meeting date for 2008.

**Corporate Plan/Other Strategies/Policy**

Not applicable

**Issues/Options**

Council elections are to be held on 29 November 2008. The purpose of the Statutory Meeting is to elect a Mayor and appointments to various committees.

The Victorian Electoral Commission advises that the declaration of Councillors is likely to be completed by Sunday, 30 November 2008 (in the afternoon) or Monday, 1 December 2008 depending on the number of candidates. It is proposed that declared Councillors will be Sworn In on Monday, 1 December 2008 at 6.00 pm.

A two day induction program is planned for Tuesday 2 and Wednesday 3 December. This will also provide an opportunity to brief Councillors on the role of the Mayor and the various Committees. Holding the Statutory Meeting on 5 December 2008 has the benefits of:

1. Minimising the time when Council does not have a Mayor; and
2. Providing the opportunity for Councillors to consider the responsibilities of the Mayoral and committee roles prior to nominating.

**Proposal**

It is proposed that Council hold its Statutory Meeting for 2008 on Friday, 5 December 2008 at 5pm. The meeting will be held in the Colac Otway Performing Arts & Culture Centre.

**Financial and other Resource Implications**

Not applicable

**Risk Management & Compliance Issues**

Not applicable

**Environmental Considerations**

Not applicable

**Communication Strategy/Consultation**

Appropriate publicity will be carried out prior to the proposed meeting.

**Implementation**

That the Statutory Meeting of the Colac Otway Shire Council will be held on Friday, 5 December 2008 at 5.00 pm.

**Conclusion**

That Council confirm that the Statutory Meeting of the Colac Otway Shire Council be held on Friday, 5 December 2008 at 5.00 pm in the Colac Otway Performing Arts & Culture Centre.

**Attachments**

Nil.

**Recommendation(s)**

***That Council confirm that the Statutory Meeting of the Colac Otway Shire Council be held on Friday, 5 December 2008 at 5.00 pm in the Colac Otway Performing Arts & Culture Centre.***

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**OM082309-3 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER**

AUTHOR: Tracey Slatter  
DEPARTMENT: Executive

ENDORSED: Tracey Slatter  
FILE REF: Personnel File

**Purpose**

To appoint an Acting Chief Executive Officer for the period 20 December 2008 to 14 January 2009 during the absence of Tracey Slatter, Chief Executive Officer.

**Background**

Tracey Slatter, Chief Executive Officer proposes to take leave from 20 December 2008 to 14 January 2009 inclusive.

Under Section 94 of the Local Government Act Council is also required to appoint an Acting Chief Executive Officer for this period.

**Corporate Plan/Other Strategies/Policy**

Not applicable

**Issues/Options**

Not applicable

**Proposal**

The Chief Executive Officer proposes to take leave during a relatively quiet time for the organisation. During this period the organisation closes usually for a period of ten days. The period leading up to the election and the first year of the Council is a busy time for the organisation. The Chief Executive Officer's leave at this time aims to accommodate those two busy periods.

**Financial Implications**

Not applicable

**Risk Management & Compliance Issues**

Not applicable

**Environmental Considerations**

Not applicable

**Communication Strategy/Consultation**

Not applicable

**Implementation**

Not applicable

**Conclusion**

It is proposed that Jack Green be appointed as Acting Chief Executive Officer for the period 20 December 2008 to 14 January 2009 inclusive.

**Attachments**

Nil

**Recommendation(s)**

***That Council appoint Jack Green as Acting Chief Executive Officer for the period 20 December 2008 to 14 January 2009 inclusive under Section 94 of the Local Government Act.***

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

D = Discussion

W = Withdrawal

| ITEM  | D | W |
|---|---|---|
| <p><b><u>CORPORATE AND COMMUNITY SERVICES</u></b></p> <p><b><u>OM082309-4 COLAC BOWLING CLUB</u></b></p> <p>Department: Corporate &amp; Community Services</p> <p><b><u>Recommendation</u></b></p> <p><i>That Council approve the extension to the Liquor Licensing Area at the Colac Bowling Clubrooms at 35 Moore Street as required under the lease between the Colac Otway Shire Council and the Colac Bowling Club subject to the approval of the Planning Permit applications and any proposed works being carried out in accordance with clause 3.3 of the lease.</i></p>  |   |   |
| <p><b><u>OM082309-5 BUSINESS HOURS FOR CHRISTMAS/NEW YEAR PERIOD 2008/09</u></b></p> <p>Department: Corporate &amp; Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council adopts the following office hours and service delivery for the 2008/09 Christmas/New Year period and advertises these hours extensively in the local media.</i></p> <p><i>(i) Colac and Apollo Bay Customer Service Centre – closed from 3 pm on Wednesday 24 December 2008 and until normal office hours to resume on Monday 5 January 2009.</i></p> <p><i>(ii) Aged and Disability Services – closed from Thursday 25 December 2008 and until normal office hours to resume on Monday 5 January 2009.</i></p> <p><i>(iii) Cosworks – closed Thursday 25 December 2008, Friday 26 December 2008 and Thursday 1 January 2009.</i></p> <p><i>(iv) Waste Management Services – transfer stations at Alvie, Birregurra and Marengo will be closed on Christmas Day, 25 December 2008.</i></p> |   |   |

|   |  |  |
|---|--|--|
| <p><b><u>OM082309-6 FINANCIAL PERFORMANCE REPORT</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That the Financial performance Report to the end of August 2008 be received.</i></b></p>   |  |  |
| <p><b><u>OM082309-7 PROPOSED CHANGES TO AUSTRALIA DAY EVENT 2009</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. The Colac Otway Shire Australia Day event for 2009 is held in Forrest on Monday 26 January from 10.30 am until 2.30 pm.</i></b></li> <li><b><i>2. That a report be provided to Council following the 2009 event as to future options for the Australia Day Event in the Shire.</i></b></li> </ol>  |  |  |
| <p><b><u>OM082309-8 MOTION TO STATE COUNCIL OF THE MAV</u></b></p> <p>Department: Corporate &amp; Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council endorse the following motion that has been forwarded to the MAV for consideration at the next State Council meeting :</i></b></p> <p><b><i>“That the Municipal Association of Victoria undertakes a review of the Local Government rating mechanisms. The review should assess the impact and alternatives of rating on agricultural land to recognise the significant impact that the current rating system has on farmers as they rely on large landholdings for their livelihood and that this may increasingly affect their viability particularly in the face of global issues such as climate change and food security.”</i></b></p> |  |  |

|  |  |  |
|--|--|--|
| <p><b><u>OM082309-9 COUNCIL COMMITTEES POLICY</u></b></p> <p>Department: Corporate &amp; 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. Endorse the draft Council Committees Policy for public comment;</i></b></li> <li><b><i>2. Endorse a 4 week community consultation period where formal written submissions will be received.</i></b></li> </ol>   |  |  |
| <p><b><u>OM082309-10 CUSTOMER SERVICE POLICY/GUIDELINES</u></b></p> <p>Department: Corporate &amp; 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. Endorse the draft "Customer Service Policy/Guidelines and Service Charter for public comment.</i></b></li> <li><b><i>2. Endorse a 4 week community consultation period where formal written submissions will be received.</i></b></li> </ol> |  |  |
| <p><b><u>OM082309-11 ROAD NAMING PROJECT UPDATE</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That the report on the Road Naming Project Update be received and noted.</i></b></p>   |  |  |
| <p><b><u>OM082309-12 CRESSY BOWLING CLUB INC. FUNDING REQUEST</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council allocates \$16,000 to the Cressy Bowling Club Inc. as Council's contribution to the redevelopment of the Club's turf greens to synthetic to reduce water use and volunteer maintenance of the greens.</i></b></p>  |  |  |

|   |  |  |
|---|--|--|
| <p><b><u>OM082309-13 POSITIVE AGEING STRATEGY</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council adopts the Colac Otway Shire Positive Ageing Strategy Research Paper and Action Plan 2008-2012.</i></b></p>   |  |  |
| <p><b><u>OM082309-14 BEECHY PRECINCT AGREEMENTS</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council note the draft Development and Joint Use Agreement and consider the signing of the final agreement at the October 2008 Council meeting.</i></b></p>   |  |  |
| <p><b><u>OM082309-15 LEASE AGREEMENTS</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Endorse the lease agreement between Council and the Colac and District Football Umpires Association and sign and seal the lease document; and</i></b></li> <li><b><i>2. Endorse the lease agreements between Council and the Colac and District Cricket Association and sign and seal the lease document.</i></b></li> </ol> |  |  |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....





**Risk Management & Compliance Issues**

The request for approval is a lease condition and a requirement of the Planning Permit process.

**Environmental Considerations**

Not Applicable

**Communication Strategy/Consultation**

Any consultation on the proposal will be undertaken as part of the Planning Permit process.

**Implementation**

That a letter be forwarded to the Colac Bowling Club once Council has made a decision on the issue. The Colac Bowling Club is also required to seek approval from the State Government.

**Conclusion**

Council's approval be given for the extension to the Liquor Licensing Area at the Colac Bowling Clubrooms at 35 Moore Street as required under the lease between the Colac Otway Shire Council and the Colac Bowling Club subject to the approval of the Planning Permit applications and any proposed works being carried out in accordance with clause 3.3 of the lease.

**Attachments**

Nil

**Recommendation**

***That Council approve the extension to the Liquor Licensing Area at the Colac Bowling Clubrooms at 35 Moore Street as required under the lease between the Colac Otway Shire Council and the Colac Bowling Club subject to the approval of the Planning Permit applications and any proposed works being carried out in accordance with clause 3.3 of the lease.***

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*Friday*                      *2 January 2009*                      *Annual Leave Day*

Personal Care and Meals on Wheels continue as normal. Christmas Day meals will be available only through approval of need.

“On Call” staff will be available out of hours through the pager system

### Cosworks

Council operates a 24 hour service for emergencies and Cosworks provides ongoing maintenance services. The depots are proposed to be closed on the following days:

|                 |                         |                      |
|-----------------|-------------------------|----------------------|
| <i>Thursday</i> | <i>25 December 2008</i> | <i>Christmas Day</i> |
| <i>Friday</i>   | <i>26 December 2008</i> | <i>Boxing Day</i>    |
| <i>Thursday</i> | <i>1 January 2009</i>   | <i>New Years Day</i> |

### Waste Management Services

Transfer stations at Alvie, Birregurra and Marengo will be closed on Christmas Day, Thursday 25 December 2008. Gellibrand Recreation Reserve Drop Off Facility will open as normal.

### **Consultation**

Christmas/New Year business hours for Colac Otway Shire Council will be advertised extensively in the local media.

### **Financial Implications**

Not Applicable

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

Not Applicable

### **Environmental Considerations**

Not Applicable

### **Communication Strategy/Consultation**

Once adopted staff will be advised of the various times. Advertisements will be inserted in local papers closer to Christmas, pointing out the various times that offices and other services are closed.

### **Implementation**

Will occur during the Christmas/New Year break 2008/09.

### **Conclusion**

That the offices and other services close for various times throughout the Christmas/New Year period.

### **Attachments**

Nil

### **Recommendation(s)**

***That Council adopts the following office hours and service delivery for the 2008/09 Christmas/New Year period and advertises these hours extensively in the local media.***

- (i) Colac and Apollo Bay Customer Service Centre – closed from 3 pm on Wednesday 24 December 2008 and until normal office hours to resume on Monday 5 January 2009.**
- (ii) Aged and Disability Services – closed from Thursday 25 December 2008 and until normal office hours to resume on Monday 5 January 2009.**
- (iii) Cosworks – closed Thursday 25 December 2008, Friday 26 December 2008 and Thursday 1 January 2009.**
- (iv) Waste Management Services – transfer stations at Alvie, Birregurra and Marengo will be closed on Christmas Day, 25 December 2008.**

-----v-----

**OM082309-6 FINANCIAL PERFORMANCE REPORT**

AUTHOR: Ashley Roberts  
DEPARTMENT: Executive

ENDORSED: Brett Exelby  
FILE REF: Gen00392

**Introduction**

The following Financial Performance Report is for the two month period to the end of August 2008.

**Budget Variances**

Rates and Charges of \$18.0m raised. Projected accumulated cash surplus of \$0.35m.

**Cash Position**

Net cash inflow of approx \$0.43m for the month of August. Diminished cash position of \$0.09m compared to previous year.

**Rates Debtors**

Rates to the value of \$18.0m have been raised. Percentage collected similar to previous year at 1.00% compared to 1.60% for 2007/08.

**Trade Creditors**

Total creditors paid of \$1.1m for month of August, compared to \$1.27m previous year.

**Interest on Investment**

Interest received for the month of August of \$18,804. The current interest rate is 7.15%.

**Capital Works**

|                                        |         |
|----------------------------------------|---------|
| Cosworks Unsealed Roads Rehabilitation | \$0.22m |
| Virtualisation Project                 | \$0.05m |
| Colac Bus Shelters                     | \$0.04m |
| IT Server Replacement                  | \$0.04m |
| Road Furniture Upgrade                 | \$0.03m |
| Meeting Room Audio & Visual System     | \$0.03m |
| Marks St Special Charge Scheme         | \$0.02m |

Total \$0.43m

**Attachments**

Financial Performance Report for month of August 2008

**Recommendation**

***That the Financial performance Report to the end of August 2008 be received.***

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**FINANCIAL PERFORMANCE REPORT**  
**FOR MONTH OF AUGUST 2008**

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| 9  | Loan Liability               | 6    |
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| 11 | Capital Works                | 8    |

**BUDGET VARIANCES**  
**Net Cost to Council**

**Summary by Service**

|                                | <b>Actual<br/>31-Aug-08</b> | <b>Budget</b>      | <b>Forecast</b>    | <b>% Actual<br/>of Forecast</b> |
|--------------------------------|-----------------------------|--------------------|--------------------|---------------------------------|
| <b>GOVERNANCE</b>              | \$1,035,281                 | \$4,160,126        | \$4,636,882        | 22.33%                          |
| <b>INFRASTRUCTURE</b>          | (\$1,390,833)               | \$5,573,556        | \$5,622,946        | -24.30%                         |
| <b>STRATEGIC DEVELOPMENT</b>   | \$465,130                   | \$5,143,800        | \$5,104,170        | 9.11%                           |
| <b>DEBT SERVICES</b>           | \$147,825                   | \$682,700          | \$682,700          | 21.65%                          |
| <b>CAPITAL WORKS</b>           | \$254,010                   | \$6,014,029        | \$6,491,808        | 3.91%                           |
| <b>RATES</b>                   | (\$15,526,874)              | (\$15,542,939)     | (\$15,547,289)     | 99.87%                          |
| <b>OTHER INCOME</b>            | (\$1,247,468)               | (\$4,950,351)      | (\$4,989,873)      | 25.00%                          |
| <b>Net from Revenue</b>        | <u>(\$16,262,929)</u>       | <u>\$1,080,921</u> | <u>\$2,001,344</u> |                                 |
| <b>APPROPRIATION</b>           | (\$1,551,009)               | (\$1,551,009)      | (\$1,551,009)      |                                 |
| <b>(SURPLUS)/DEFICIT C/FWD</b> | <u>(\$17,813,938)</u>       | <u>(\$470,088)</u> | <u>\$450,335</u>   |                                 |

**Points to Note**

**Governance**

- Insurance premiums paid.

**Infrastructure**

- Approx \$0.4m Cosworks maintenance.  
- Waste Management Charges raised for the full year.

**Strategic Development**

**Debt Services**

- No new loan borrowings for year

**Capital Works**

- Approx \$1m carried forward expenditure on Marengo Transfer Station

**Rates**

- Total rates of \$15.8m raised.

**Other Income**

- First quarter Grants Commission funding received.

**Appropriation**

- Accumulated cash surplus brought forward from 2007/08 of \$1.6m



## OPERATING STATEMENT

|                                                   | August<br>YTD ACTUAL | BUDGET              | FORECAST            | NOTE |
|---------------------------------------------------|----------------------|---------------------|---------------------|------|
| <b>OPERATING REVENUE</b>                          |                      |                     |                     |      |
| Rates                                             | \$13,513,544         | \$13,454,089        | \$13,454,089        |      |
| Garbage Charge                                    | \$2,137,469          | \$2,143,599         | \$2,151,000         |      |
| Municipal Charge                                  | \$2,008,200          | \$2,003,850         | \$2,008,200         |      |
| Grants Commission                                 | \$1,247,468          | \$4,950,351         | \$4,989,873         |      |
| Recurrent Grants & Subsidies                      | \$301,915            | \$2,525,619         | \$2,564,399         |      |
| Non-recurrent Grants & Subsidies                  | \$398,633            | \$3,095,871         | \$3,471,416         | 1    |
| Charges Fees & Fines                              | \$583,291            | \$3,862,919         | \$3,918,987         | 2    |
| Reimbursements & Contribution                     | \$199,670            | \$442,923           | \$582,178           | 3    |
| Interest Revenue                                  | \$54,823             | \$420,000           | \$470,000           |      |
| Donated assets                                    | \$23,167             | \$139,000           | \$139,000           |      |
| <b>TOTAL OPERATING REVENUE</b>                    | <b>\$20,468,179</b>  | <b>\$33,038,221</b> | <b>\$33,749,142</b> |      |
| <b>OPERATING EXPENDITURE</b>                      |                      |                     |                     |      |
| Employee Costs                                    | \$1,300,092          | \$10,875,000        | \$11,010,260        |      |
| Materials & Services                              | \$1,922,747          | \$11,671,000        | \$12,411,065        | 4    |
| Plant Costs                                       | \$104,368            | \$427,000           | \$706,863           |      |
| Loan Interest                                     | \$59,714             | \$190,500           | \$190,500           |      |
| Grants & Donations                                | \$61,000             | \$140,900           | \$135,900           |      |
| Other                                             | \$150,331            | \$936,883           | \$943,203           |      |
| Depreciation                                      | \$1,355,000          | \$8,430,000         | \$8,000,000         |      |
| Written Down Value - Assets Sold                  | \$550,000            | \$550,000           | \$550,000           | 5    |
| <b>TOTAL OPERATING EXPENDITURE</b>                | <b>\$5,503,252</b>   | <b>\$33,221,283</b> | <b>\$33,947,791</b> |      |
| <b>NET SURPLUS/(DEFICITS)<br/>FROM OPERATIONS</b> | <b>\$14,964,926</b>  | <b>(\$183,062)</b>  | <b>(\$198,649)</b>  |      |
| Proceeds from Sales                               | (\$28,028)           | \$550,000           | \$565,000           |      |
| Property, Plant & Equipment Write Off             | (\$25,000)           | (\$150,000)         | (\$150,000)         |      |
| <b>RESULTING FROM OPERATIONS</b>                  | <b>\$14,911,899</b>  | <b>\$216,938</b>    | <b>\$216,351</b>    |      |

### Notes

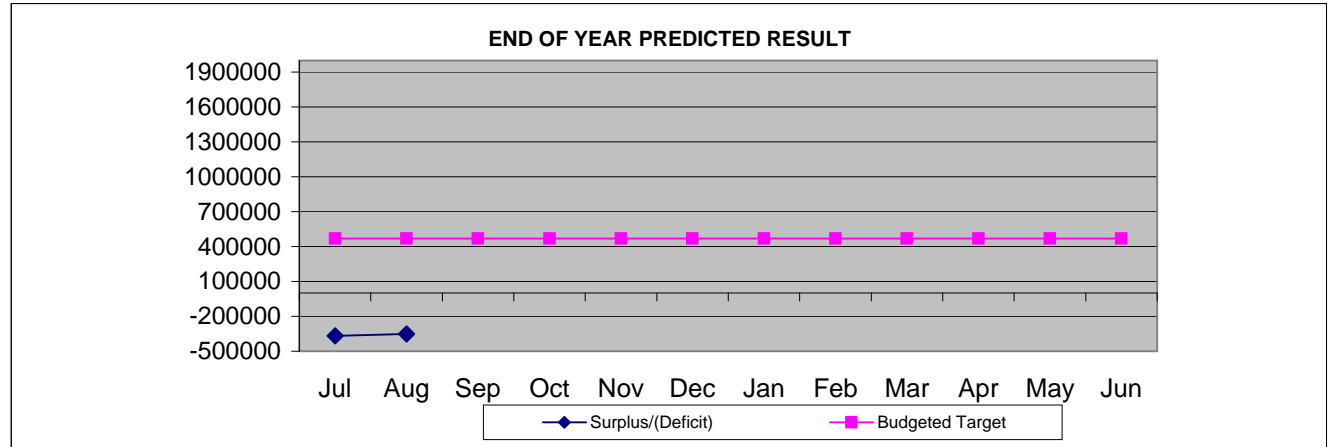
- 1 Non-Recurrent Grants & Subsidies
  - Living Libraries grant \$0.1m received
  - Joint Use Sports Facilities Grant \$0.2m received
- 2 Charges, Fees & Fines
  - Council Property rentals raised
- 3 Reimbursements and Contributions
  - Increased Private Scheme charges (Marks St)
- 4 Materials & Services
  - Additional \$0.5m contingency for roadworks
- 5 Written Down - Value of Assets Sold
  - Slight gain expected on Sale of Land

### END OF YEAR PROJECTED RESULT

Predicted accumulated cash surplus/deficit position as at 31/08/2008.

#### Comments

Estimated accumulated cash surplus \$0.47m  
Projected cash deficit as at 31/08/2008 forecast at approx \$0.35m



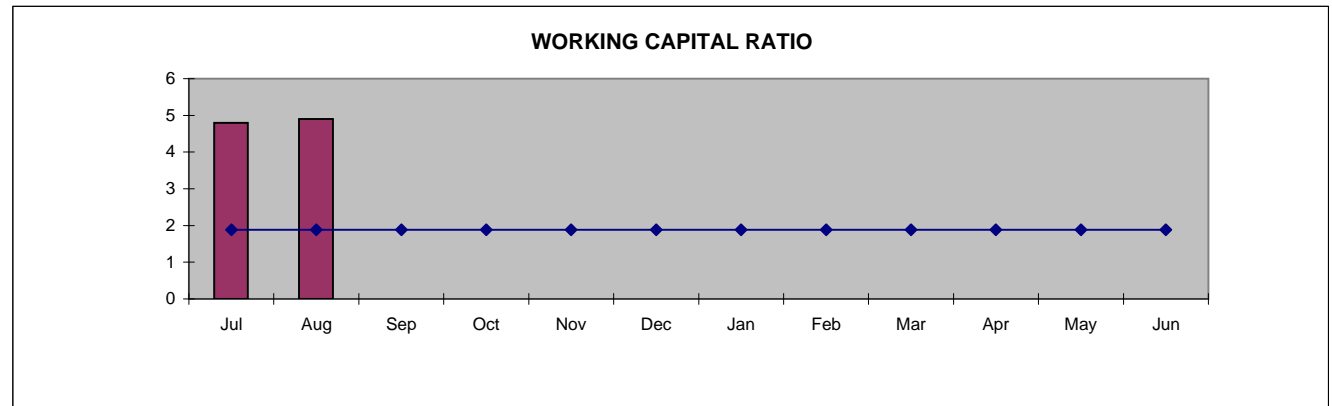
### WORKING CAPITAL RATIO

To assess Council's ability to meet current commitments.

#### Comment

Current Ratio of 4.9:1 as at 31/08/08

Estimated to be 1.88:1 at 30/06/09



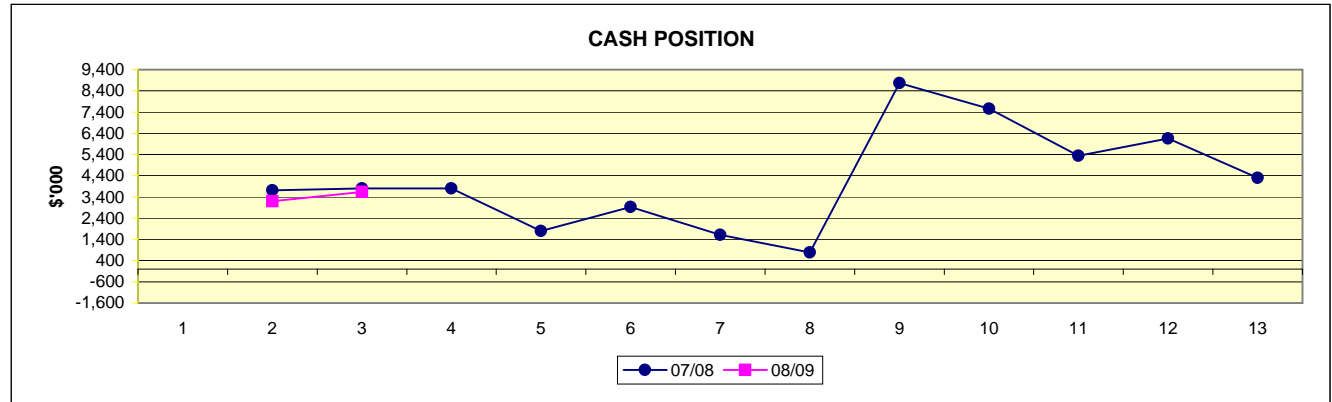
## CASH POSITION

Comparison of General Account Bank balance at the end of month compared to previous year. Does not include Port of Apollo Bay or LSL investments.

### Comment

Net cash inflow approx. \$0.43m for August 2008. Diminished cash position of approx \$0.09m as compared to previous year.

|         | 2008/09  | 2007/08  |
|---------|----------|----------|
| Income  | \$2.50m  | \$2.24m  |
| Exp.    | -\$2.07m | -\$2.15m |
| Net     | \$0.43m  | \$0.09m  |
| Balance | \$3.63m  | \$3.72m  |



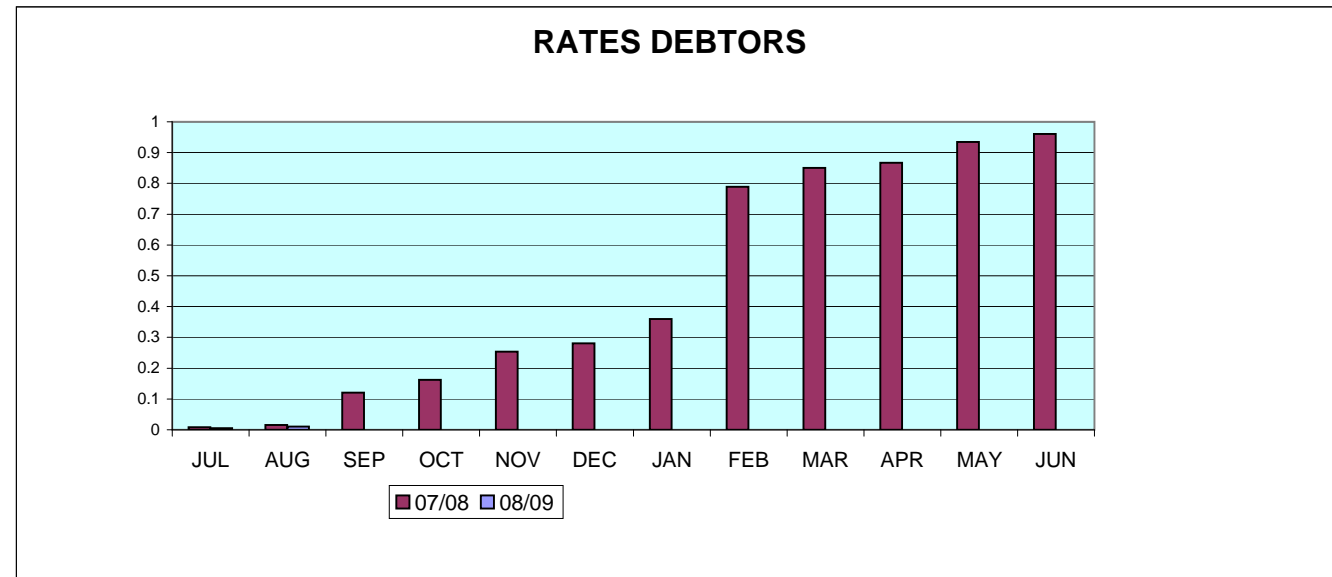
## RATES DEBTORS

Progressive % rates collection at end of month compared to previous year.

### Comment

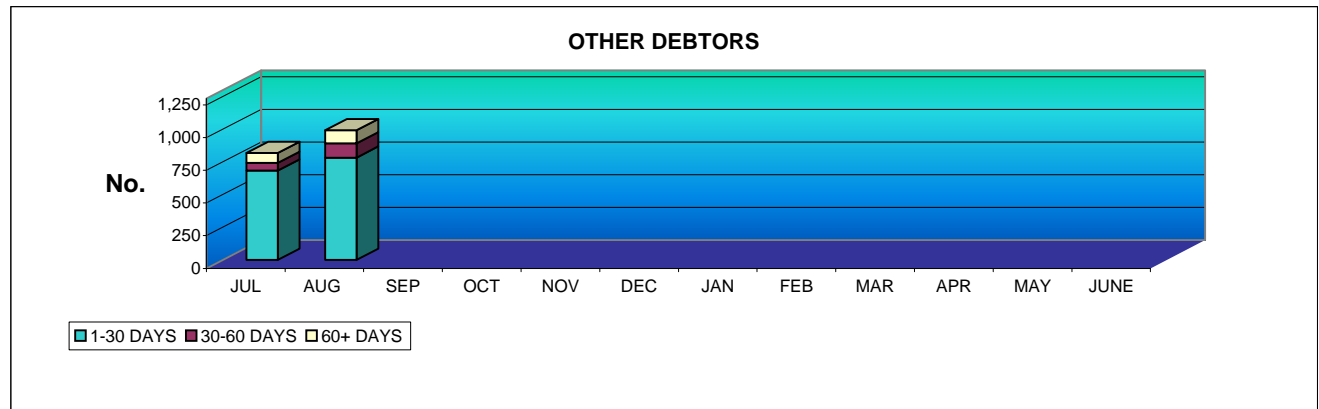
Rates to the value of \$18.0m raised. Collection % slightly down on previous year.

|           | 000's    | 2008/09 | 2007/08 |
|-----------|----------|---------|---------|
| July      | \$17,928 | 0.50%   | 0.80%   |
| August    | \$17,841 | 1.00%   | 1.60%   |
| September |          |         |         |
| October   |          |         |         |
| November  |          |         |         |
| December  |          |         |         |
| January   |          |         |         |
| February  |          |         |         |
| March     |          |         |         |
| April     |          |         |         |
| May       |          |         |         |



## OTHER DEBTORS

Balance outstanding of other debtors excluding rates and special charges by 30 days and over.



|                      | NUMBER     | AMOUNT             | % OF TOTAL  |
|----------------------|------------|--------------------|-------------|
| 1-30 Days^           | 83         | \$201,540          | 19%         |
| 30-60 Days^          | 18         | \$65,340           | 6%          |
| 60+ Days^            | 44         | \$205,321          | 20%         |
| Payment Arrangements | 1          | \$101,198          | 10%         |
| Final Notice         | 0          | \$0                | 0%          |
| Debt Collectors      | 2          | \$3,532            | 0%          |
| Other Debtors*       | 830        | \$34,518           | 3%          |
| Private Schemes      | -          | \$401,608          | 39%         |
| Harbour              | 14         | \$26,544           | 3%          |
| <b>TOTAL</b>         | <b>992</b> | <b>\$1,039,601</b> | <b>100%</b> |

|                 | WORKS           | MISC             | TOTAL              | % OF TOTAL  |
|-----------------|-----------------|------------------|--------------------|-------------|
| 1-30 DAYS       | \$4,382         | \$197,158        | \$201,540          | 19%         |
| 30-60 DAYS      | \$978           | \$64,363         | \$65,340           | 6%          |
| 60+ DAYS        | \$42,102        | \$267,948        | \$310,051          | 30%         |
| Other Debtors*  | -               | -                | \$34,518           | 3%          |
| Private Schemes | -               | -                | \$401,608          | 39%         |
| Harbour         | -               | -                | \$26,544           | 3%          |
| <b>TOTAL</b>    | <b>\$47,462</b> | <b>\$529,469</b> | <b>\$1,039,601</b> | <b>100%</b> |

\* Please note Other Debtors include CRLC, Superannuation Debtors and Pension Rebates.

^ Values are for Works & Miscellaneous debtors only

Major debtors outstanding greater than \$20,000.

|                                               | 1-30 DAYS       | 30-60 DAYS      | 60+ DAYS         | TOTAL            | COMMENT                             |
|-----------------------------------------------|-----------------|-----------------|------------------|------------------|-------------------------------------|
| Department Victorian Communities              | \$0             | \$0             | \$80,630         | \$80,630         | Recreation Facilities Grants        |
| Graeme Dickson Partners                       | \$0             | \$0             | \$36,000         | \$36,000         | Planning Application PP6/05         |
| Regional Development Victoria                 | \$0             | \$0             | \$33,000         | \$33,000         | Regional Trails Masterplan          |
| Rodgers Constructions                         | \$0             | \$0             | \$25,000         | \$25,000         | Barongarook Creek Path Contribution |
| Parks Victoria                                | \$0             | \$25,061        | \$0              | \$25,061         | Lake Colac Carp Management          |
| Apollo Bay Fisherman's Co-Operative           | \$24,739        | \$0             | \$0              | \$24,739         | Annual Rental 2008-9                |
| Dept Innovation, Industry & Regional Develop. | \$0             | \$0             | \$22,000         | \$22,000         | Colac Structure Plan                |
|                                               | <b>\$24,739</b> | <b>\$25,061</b> | <b>\$196,630</b> | <b>\$246,430</b> |                                     |

## TRADE CREDITORS

Payments to trade creditors for the month.

Creditor Voucher No.s 38519 - 38580 for \$101,883.44 and Electronic Funds Transfers Nos. 40114 - 40426 for \$998,887.79 for the month of August were approved by the Chief Executive officer under delegated authority on Wednesday 20 August 2008

Major creditor payments for the month comprising 48% of total payments were:

|                                   |                              |              |
|-----------------------------------|------------------------------|--------------|
| Australian Taxation Office        | Employee Tax                 | \$138,318.00 |
| Geelong Otway Tourism             | Municipal Contribution 08/09 | \$76,802.00  |
| Bartons Waste Collection Pty Ltd  | Waste Contract               | \$75,685.34  |
| Wheellie Waste Pty Ltd            | Waste Contract               | \$68,824.70  |
| Clifford Excavations              | Road Grading / Construction  | \$59,686.00  |
| Southern Rigging & Scaffolding    | Construction of Bus Shelters | \$43,450.00  |
| DLA Phillips Fox                  | Legal Advice                 | \$37,110.81  |
| Municipal Association of Victoria | Membership 2008/09           | \$25,573.86  |
|                                   |                              | \$525,450.71 |

## LOAN LIABILITY

Level of loan liability, new loans and loan redemption for the year.

| <u>Comments</u>        | LOAN NO. | BAL<br>01/07/08 | NEW<br>LOANS | PROJ.<br>REDEMP.<br>2007/2008 | YTD<br>ACTUAL | BAL<br>30/06/09 |
|------------------------|----------|-----------------|--------------|-------------------------------|---------------|-----------------|
| No new loans forecast. | C.O.S. 5 | \$231,833       | \$0          | \$232,000                     | \$56,710      | -\$167          |
|                        | C.O.S. 6 | \$694,303       | \$0          | \$45,600                      | \$11,133      | \$648,703       |
|                        | C.O.S. 7 | \$1,259,919     | \$0          | \$67,300                      | \$16,351      | \$1,192,619     |
|                        | C.O.S. 8 | \$234,118       | \$0          | \$89,200                      | \$4,094       | \$144,918       |
|                        | C.O.S. 9 | \$558,687       | \$0          | \$83,800                      | \$0           | \$474,887       |
|                        |          | \$2,978,860     | \$0          | \$517,900                     | \$88,288      | \$2,460,960     |

**INTEREST ON INVESTMENT**

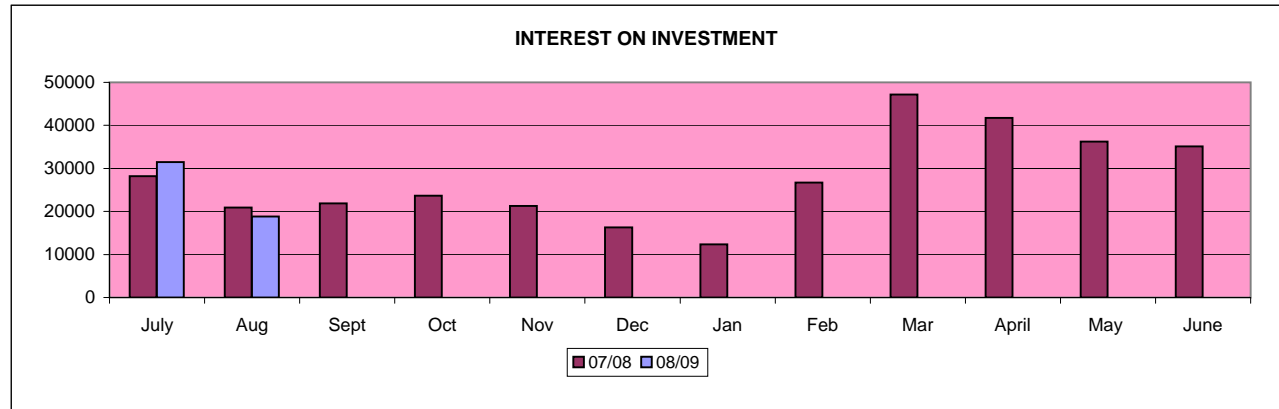
Comparison of interest earned on credit balances of Colac Otway Shire's bank accounts at the end of each month to previous year.

**Comment**

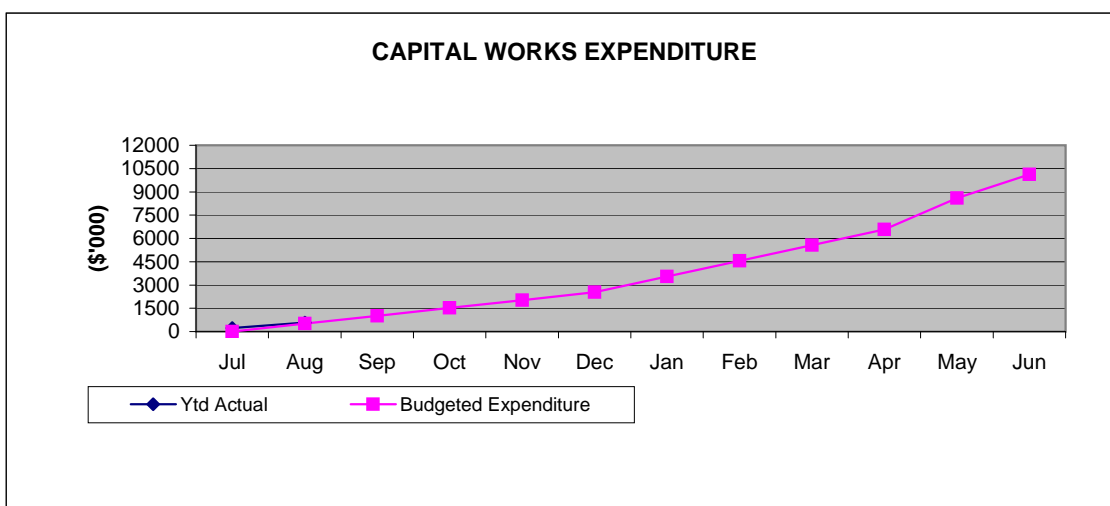
Progressive 2008/09 to 31/08/2008 \$50,242

Progressive 2007/08 to 31/08/2007 \$49,069

Current Interest Rate 7.15%



## CAPITAL WORKS



### MAJOR PROJECTS PROGRESS REPORT

#### Roads to Recovery

Capital works priorities ongoing

#### Local Roads

Cosworks Local roads program - ongoing

Cosworks Drainage program - ongoing

Road Furniture Upgrade - ongoing, items being upgraded as identified

Marks Street - Complete

Bus Shelters - Complete

#### Other

Gellibrand Landfill Rehab Design - Underway, ongoing

Cressy Landfill Rehab Design - Underway, ongoing

BWFC Sauna & Spa Upgrade - Underway, expected completion September

Playground Improvement Program - Underway - ongoing as needs identified

IT Virtualisation project - complete

IT Strategic Plan - underway, draft report received, ongoing

COPACC Meeting Room Audio & Visual System - installed

**OM082309-7 PROPOSED CHANGES TO AUSTRALIA DAY EVENT 2009**

AUTHOR: Lee Nicholls  
DEPARTMENT: Corporate and Community Services  
ENDORSED: Colin Hayman  
FILE REF: GEN00338

**Purpose**

This report aims to present Council with information relating to proposed changes to the Colac Otway Shire Australia Day, 26 January 2009, community celebration event.

**Background**

Australia Day activities in Victoria are coordinated by the Australia Day Committee (Victoria) in conjunction with local and regional Australia Day committees. Australia Day (Victoria) is coordinated by the Department of Premier and Cabinet, and is supported by the Government of Victoria. Australia Day 26 January is observed as a Public Holiday in all states and territories.

Each year the Colac Otway Shire Council Australia Day Advisory Committee have supported a local Australia Day celebration. Historically there have been two separate but similar events held within the Colac Otway Shire, one event has been held in Apollo Bay and one event has been held in Colac.

The Colac Otway Shire Council Australia Day events comprise a formal component which includes:

- Flag raising ceremony
- National Anthem Performance
- Mayor's speech
- Local Member of Parliament speeches
- Australia Day Ambassador address
- Citizenship Ceremony
- Presentation of Australia Day Awards

Australia Day awards are presented to community members in the following categories:

- Sporting Service
- Citizen of the Year
- Community Service
- Young Citizen of the Year

Previous Colac Otway Shire Australia Day events have provided the local communities with a variety of entertainment in the form of musical performance, cultural dance, children's entertainment, community bbq and activities.

A meeting of the Colac Otway Shire Australia Day Advisory Committee comprising The Mayor Chris Smith, Cr Warren Riches and Cr Peter Mercer was held on Tuesday 15 July 2008. The Shire's Events Officer also attended. At the meeting it was decided to recommend to Council that one event be held within the municipality rather than the two events that have been held previously. The township of Forrest has been identified as the suggested location for the 2009 Australia Day event.



**Corporate Plan/Other Strategies/Policy**

The report directly relates to Council's corporate plan objective of providing strategic direction to ensure sustainable economic development and quality lifestyle for our residents and visitors.

**Issues/Options**

There are a number of issues and possible options for consideration:

**Issues:**

1. There is an expectation that Australia Day Awards recipients will travel to and from both events to duplicate the Awards presentation. Recipients are not always willing or able to attend both Colac and Apollo Bay events in such a short time frame.
2. Difficulties arise when sourcing local technical providers and equipment hire for the event due to the amount of equipment that is required, the distances involved and the limited timeframe for the set up between events.
3. The unpredictable nature of the weather is a constant cause for concern. The weather can be extreme in late January, therefore contingency planning for suitable venues that are easily accessible can prove difficult.
4. Conducting an event in Forrest may impact on the number of community members that will travel and attend from Colac and Apollo Bay and may result in lower attendance.

**Options:**

1. Instead of conducting two events, one larger significant event could be held by combining the Australia Day Event funding. The combined funding could assist in attracting a headline performer and it could also be used to provide transportation to the event for members of the community.
2. Continue to conduct two events in the Colac Otway Shire, one in Colac and one in Apollo Bay. The events have been well attended in the past, and they can provide an opportunity for Council to have a presence in the two local communities which is positive and of a celebratory nature.

**Proposal**

It is proposed that Council supports the recommendation of the Australia Day Advisory Committee to hold one Australia Day community event on Monday 26<sup>th</sup> January 2009 in the township of Forrest. The Australia Day Advisory Committee hopes to encourage other small towns to participate in hosting this event in the future.

It is seen as important that the Australia Day event is held on the actual day. In the past there have been some years where events have been held on two different days. This is not seen as consistent with the objectives of the Australia Day Committee.

By having events in two townships also does create some logistical issues including resources, hiring of equipment and availability of award recipients.

**Financial and other Resource Implications**

The Colac Otway Shire Australia Day Event has received dedicated project funds allocated through the annual budget process. The sum of \$13,000 has been allocated for the 2009 event.

**Risk Management & Compliance Issues**

It was identified at the July 2008 E Team meeting that it would be preferable to hold an Australia Day Event on the 26<sup>th</sup> January Australia Day and in one location.

The Australia Day Event is required to complete Councils Events Approval process which specifically addresses risk management and compliance issues specific to the event.

Compliance with disability access legislation has at times proven difficult to meet with indoor venues at Apollo Bay.

**Environmental Considerations**

There are no environmental considerations

**Communication Strategy/Consultation**

Previous attempts to gain interest from clubs and organisations into the planning of the Australia Day Event have resulted in minimal interest.

Due to the short timelines with the organisation of the Event and the lack of interest it is proposed that there be no further public consultation.

There has been ongoing consultation with the Australia Day Committee Victoria regarding initiatives for the 2009 Australia Day celebration.

There have been initial discussions with the Forrest Community Group. Further discussions will need to take place if the event is to be held in Forrest.

The Colac Otway Shire Australia Day committee or Council will need to meet to review nominations for the Australia Day Awards in mid December. This information will be incorporated into the December 2008 Council report.

Councils' Public Relations Co-ordinator will be involved in all media releases, publicity and marketing of the event to ensure public awareness of the proposed changes to the event.

**Implementation**

Support has been received from attendees at the Forrest Community Group meeting for the proposal to host the event at Forrest. Contact will be established with members of the Forrest and District Community Group to confirm interest and involvement.

**Conclusion**

It is recommended by the Australia Day Advisory Committee to hold one Australia Day event for 2009 in Forrest.

The opportunity to hold one event will address some of the current issues with the holding of two separate events, and may mean that more people will be able to attend to join in the celebrations on the day.

Input will be sought from the local Forrest community regarding entertainment and activities. A local event such as this provides the community with an opportunity to showcase local venues, artists and performers.

**Attachments**

Nil.

**Recommendation**

**That**

- 3.     *The Colac Otway Shire Australia Day event for 2009 is held in Forrest on Monday 26 January from 10.30 am until 2.30 pm.***
  
- 4.     *That a report be provided to Council following the 2009 event as to future options for the Australia Day Event in the Shire.***

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Staged implementation of Benchmark Option moving the:

- Farm Rate from 76% to 79% of the Colac Residential;
- Coastal Rate from 76% to 80% of the Colac Residential;
- Apollo Bay Commercial Rate from 52% to 67% of Colac Commercial;
- Reducing Commercial and Industrial rates but then adding Economic Development and Tourism Levy (net reduction to commercial/industrial).

For the 2007/08 financial year the following rating assumptions were used in calculating total rates.

- Completion of the Rating Strategy in 2007/08;
- Maintaining Farm Rate at 79% of Colac Residential;
- Increase Other Residential Rates from 80% to 85% of Colac Residential;
- Decrease Commercial/Industrial Rates;
- Complete second and final stage of Economic Development and Tourism Levy;
- Introduce a new rating differential category for holiday rental properties to be set at the same rate as the Colac Residential rate.

The Rating Strategy prepared by MacroPlan Australia indicated increase to the Farm Rate to 90%. Council rejected this recommendation and has kept the farm rate at 79% of the Colac Residential (bore) rate.

#### Colac Otway Farm Rate

As part of the completion of the Rating Strategy, Farm Rates were set at 79% of Colac Residential. The rate is a significant reduction on other rating types.

The CIV for 2008/09 for Rural Farms is \$1,651.6m.

Number of assessments is 2,600

Average assessment is \$635,000

Average rate (excluding municipal charge) is \$1,513

An analysis has been undertaken of those Councils in the 'Large', 'Small' and 'Regional City' groupings. Data was collected on 38 Councils.

The average farm rate for the Councils in these groupings for a property valued at \$635,000 is \$1,848. This compares with the average farm rate for Colac Otway of \$1,513. These figures exclude other charges.

Colac Otway's farm rate is lower than many other municipalities in the 'Large', 'Small' and 'Regional City' groupings.

#### Rating Equity

The following is taken from a fact sheet provided by the MAV.

- “• *Rates are distributed between ratepayers based on the relative value of properties within a municipality.*
- *Properties are revalued every two years to maintain a fair distribution of the rates burden between property owners within a municipality.*
- *There is a direct relationship between property holdings and disadvantage – less wealthy people tend to own lower valued housing stock.*

- *Property owners with higher valued assets generally have a greater capacity to pay.*
- *Property taxes do not take into account individual debt levels or income received by owners – there are other taxes applying to income and expenditure which should be considered when assessing tax equity. “*

### Current Issues

Since the rating structure was adopted by Council the issues of climate change and food security have continued to become concerns as a result of the recent drought that continues to impact on the rural sector.

As noted under Rating Equity rates are distributed based on the relative value of properties within a municipality.

It should also be noted that even though Colac Otway has 2,600 rural farm assessments, a number are consolidated as part of the one farm. More farmers are relying on larger land holdings for their livelihood than in the past. This has led to larger farms which are paying significant rates.

A farmer requires large land holdings to remain productive. This is different to many other businesses.

The impact of larger land holdings plus the significant issue of drought and climate change will place pressure on the viability of rural land for food production.

It is in light of these issues that the MAV be requested to undertake a review of the rating mechanisms.

It is also important to recognise that reducing the current rate in the \$ on any rating sector has an impact on another.

*“Increase in property values does not cause a rate rise. Council budgets are pre-determined to meet expenditure requirements and include any potential rate rise. Property valuations are used to distribute how much each ratepayer will pay, according to the value of their property compared to other properties within the municipality.”*

**MAV**

### **Proposal**

That Council endorse the following motion that has been forwarded to the MAV for the next State Council to be held on 17 October 2008.

*“That the Municipal Association of Victoria undertakes a review of the Local Government rating mechanisms. The review should assess the impact and alternatives of rating on agricultural land to recognise the significant impact that the current rating system has on farmers as they rely on large landholdings for their livelihood and that this may increasingly affect their viability particularly in the face of global issues such as climate change and food security.”*

### Why

- It is recognised that the rate system distributes rates between ratepayers based on the relative value of properties within a municipality but it is seen as inequitable by parts of the rural sector as farmers are relying on large holdings for their livelihoods.
- Other businesses are not as reliant on capital land holdings to the same extent as farmers.

- Since the last review of farm rating that was undertaken, the issues of climate change and food security have become more critical, in terms of the viability of some farm properties. These issues will have further impacts on rural properties in the future.

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

The report has provided the basis for rating that has been included in the last 3 budgets. These are set down in the Strategic Resource Plan.

The Budget document indicated the change in valuations between 2007/08 and 2008/09. The area of biggest increase was in the Rural Farm area which increased by 23.5%. Rural farm assessments represent 18.3% of the total assessments and 19.6% of the total rates while the valuations represent 33.9% of the total valuations.

As also noted the current rate is 79% of the Colac Residential Rate. A significant point to note is that any change to one differential has an impact on others.

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

The issues of climate change and food security are significant risks to any community, particularly where the rural sector is so important to the ongoing viability of the various communities across the Shire.

### **Environmental Considerations**

In considering a motion to the State Council of the MAV, Council recognised the important issues of Climate Change and Food Security.

### **Communication Strategy/Consultation**

As part of the Budget workshops, issues were raised at both Colac and Apollo Bay concerning Food Security and the ongoing viability of farms.

A copy of the proposed motion was previously provided to Councillors.

### **Implementation**

Information has been provided to the MAV for inclusion in the agenda for the next State Council.

### **Conclusion**

Climate Change and Food Security are important issues that need further consideration in light of the drought and the impact on the farmer sector.

The motion to the State Council recognises that a review is required.

### **Attachments**

Nil

### **Recommendation**

***That Council endorse the following motion that has been forwarded to the MAV for consideration at the next State Council meeting :***

***“That the Municipal Association of Victoria undertakes a review of the Local Government rating mechanisms. The review should assess the impact and alternatives of rating on agricultural land to recognise the significant impact that the current rating system has on farmers as they rely on large landholdings for their***

***livelihood and that this may increasingly affect their viability particularly in the face of global issues such as climate change and food security.”***

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**OM082309-9 COUNCIL COMMITTEES POLICY**

AUTHOR: Colin Hayman  
 DEPARTMENT Corporate & Community Services  
 :  
 ENDORSED: Tracey Slatter  
 FILE REF: GEN01688 Policies  
 and Guidelines

**Purpose**

For Council to consider a draft "Council Committees Policy" and to put it out for public comment.

**Background**

Each year at the Statutory Meeting, Council appoints Councillor representation to a number of committees. Their role can range from delegated authority to representation, advocacy and consultation.

The attached provides information on the various committee types.

The draft policy is proposed to govern the operation of the following four committee types:

- (a) Special Committees
- (b) Advisory Committees
- (c) Specific Purpose Committees
- (d) External Committees

**(a) Special Committees (Councillors)**

Council currently has two special committees consisting solely of Councillors who are appointed in accordance with Section 86 of the Local Government Act 1989.

- Planning Committee
- Contracts Committee

| COUNCIL COMMITTEE             | PURPOSE   | CURRENT COUNCILLORS (S) |
|-------------------------------|---|-------------------------|
| Planning Committee of Council | To consider and determine all matters referred to it pursuant to the instrument of delegation, matters relating to strategic issues, receiving regular reports on key performance indicators and other matters referred to the committee as seen fit. | All                     |
| Contracts                     | To approve all contracts of the value ranging from \$100,000 to \$200,000   | Crs Mercer and Smith    |

The purpose of the Contracts Committee will be reviewed in line with changes to the Local Government Act. This will be done in conjunction with a review of tendering processes.

Council may formally delegate decision making powers and responsibility to a Special Committee.

**Other S86 Committees**

Council also has a number of other Section 86 Committees who manage facilities on behalf of Council

**(b) Council Advisory Committees**

A Council may establish Advisory Committees whose purpose is to look into and advise the Council on matters referred to it.

Unlike a Special Committee of Council, an Advisory Committee does not have any formal, delegated powers to act in place of the Council. Advisory Committee decisions or recommendations have no legal standing unless they are adopted by the Council at a formal meeting.

Although there is no delegation of powers, an Advisory Committee should operate under a "Terms of Reference" document, in which the Council sets out the Committee's purpose and how it will function. As with Special Committees the Council retains control over the membership and purpose of the committee.

The main function of an Advisory Committee is to assist Council in the consultative process and provide valuable information to support the decision making of Council.

Advisory Committees can assist Councils by spreading a Council's workload, enabling a Council to recruit and utilise particular expertise to help the council make its decision and by engaging community resources and opinion.

Short term Advisory Committees (sometimes called "working groups" or "ad hoc groups") may be created for a particular purpose and disbanded when that purpose is achieved.

In some cases Advisory Committees consist of all Councillors or also include Council officers and community members. The Committees provide advice on a range of issues including: projects, planning, policy, resources, access, community amenity and other strategic community issues.

The committees have no other authority or purpose than to provide advice to Council to assist in its ultimate decision-making role.

A Council is not bound to accept a recommendation of an Advisory Committee.

At the Council meeting held in April 2008, Council appointments to committees were considered.

Councillors were appointed to the following:

- Audit Committee
- Australia Day Committee
- Central Reserve Advisory Committee (Premier Recreation Reserve Committee)
- Colac Livestock Selling Centre Advisory Committee
- Festival and Events Support Scheme Advisory Committee
- Friends of the Botanic Gardens
- Grants/Community Funding Committee
- Lake Colac Community Advisory Committee
- Roads Committee
- Small Town Improvement Program Committee

The following committees are no longer required at this stage:

- Bluewater Fitness Centre Advisory Committee
- Chief Executive Officer Appraisal Committee
- Colac Skatepark Advisory Committee
- Community Impact Advisory Committee

At some stage in the future the Committees may need to be reconsidered. This would be subject to a Council report.

The following updated list including the Committee, its purpose and the current Councillor(s) on the Committee.

| NAME   | PURPOSE  | CURRENT COUNCILLORS (S)                      |
|--|--|--|
| Audit Committee  | The Colac Otway Shire Audit Committee is established to assist the co-ordination of relevant activities of management, the internal audit function and the external auditor to facilitate achieving the overall objectives of Council in an efficient and effective manner, including:<br>1.1 act as an advisory committee of Council, to assist in discharging Council's responsibilities as they relate to the organisation's accounting policies, management systems, internal controls and financial and non-financial reporting;<br>1.2 oversight an efficient and effective external and internal audit function;<br>1.3 assist Council in managing its risk;<br>1.4 review compliance with legislation process; and<br>1.5 provision of an effective means of communication between the external auditor, internal audit, management and Council. | Crs Mercer, Smith                            |
| Australia Day Committee  | To review nominations and select Australia Day Award winners in the various categories.  | Crs Smith, Di Cecco, Mercer, Riches          |
| Central Reserve Advisory Committee (Premier Recreation Reserve Committee)            | To facilitate communication between Council, park users, local police and local residents about matters concerning planning, development, maintenance and operation of the Reserve.  | Cr Riches                                    |
| Colac Livestock Selling Centre Advisory Committee (Saleyards Advisory Sub-committee) | To make recommendations relating to the Colac Livestock Selling Centre   | Cr Mercer                                    |
| Festival and Events Support Scheme Committee   | To consider the applications received for the Festival and Events Support Scheme and make recommendation to Council on any strategic directions for specific events or the support scheme.   | Crs Di Cecco, Mercer, Smith, Wilmlink        |
| Friends of the Colac Botanic Gardens   | To advise Council on matters pertaining to the Colac Botanic Gardens   | Cr Mercer                                    |
| Grants/Community Funding Committee   | To consider the application received for the Community Funding program, recommendations and any strategic directions for specific projects or the funding program.   | Crs Lehmann, Di Cecco, Mercer, Riches, Smith |
| Lake Colac Community Advisory Committee  | <ul style="list-style-type: none"> <li>• Provide strategic input and advice on the implementation of the Lake Colac Management Plan and the Lake Colac Master Plan.</li> <li>• Provide strategic logistical advice and support on operational matters related to the implementation of the Lake Colac Management Plan and the Lake Colac Master Plan.</li> </ul>   | Crs Smith, Riches                            |

|  |  |                              |
|--|--|------------------------------|
|  | <ul style="list-style-type: none"> <li>• Support planning and implementation of special projects.</li> <li>• Raise issues of community or Government concern in relation to Lake Colac.</li> </ul>   |                              |
| Roads Committee                          | To provide an effective means of communication between the community and Council in relation to its road management function and to guide Council's advocacy role in relation to strategic road issues; and to act as an advisory committee to Council to assist in discharging Council responsibilities as they relate to the Local Government Act 1989 and Road Management Act 2004. | All                          |
| Small Town Improvement Program Committee | To consider the applications received for the Small Town Improvement Program.  | Crs Di Cecco, Mercer, Riches |

### (c) Specific Purpose Committees

Specific Purpose Committees are created for a discrete and specific purpose. Their role is to review an issue or undertake a project and report back to Council. These committees conclude/sunset at the delivery of the project brief.

A current example of Specific Purpose Committees:

- Volunteer Engagement Project Steering Committee

The Council has a number of committees that could come under this category but are classified as advisory committees:

- Australia Day Committee
- Grants/Community Funding Committee
- Festival and Events Support Scheme Committee
- Small Town Improvement Program Committee

Each of these committees usually meet once or twice a year for a specific purpose. It is intended to leave them as Advisory Committees rather than creating them on an annual basis.

### (d) External Committees

Community and Industry based committees that operate with their own Terms of Reference or mandate where Council has been invited to participate in partnership or as a community advocate.

Current examples of External Committees are:

- Barwon Regional Waste Management Committee
- Corangamite Regional Library Corporation
- Geelong Otway Tourism Board
- Great South West Municipalities Group
- Municipal Association of Victoria

There are many others which are considered as part of the Statutory Meeting process.

The purpose of the policy is to provide a consistent approach to the establishment of Council Committees on which there is Councillor representation. Council Committees are an important tool for engaging the community in Council decision making.

Participation by interested parties and affected stakeholders assists Council in making decisions that incorporate the interest and concerns of affected stakeholders. This policy governs the operation of Special Committees, Advisory Committees, Specific Purpose Committees and External Committees.

Each year Council appoints Councillor and officer representation to a number of committees. Their role in relation to these committees can range from delegated authority to representation, advocacy and consultation. The policy provides support and direction in the formation of committees and distinction between the roles and responsibilities of different committees on which there is Councillor representation.

The policy governs the establishment of committees and the ongoing review of existing committees giving the Council the opportunity to monitor the performance and relevance of all committees against the Annual Plan. This structured approach clearly articulates the role of each different committee type and allows for a review of the relevance and the performance against documented Terms of Reference and annual objectives for each committee. This approach will ensure that committees do not operate in perpetuity beyond achieving their purpose.

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

In the Council Plan under the community priority of strong leadership, it states “we are committed to providing strong community leadership, governance and advocacy services which will benefit the community now and into the future”.

Council has 2 existing policies with regard to Committees of Management.

- Policy No. 15.1 “Committees of Management of Drainage Systems”.
- Policy No. 15.2 “Section 86 Committees”.

The objectives of the policies are to ensure that guidelines are in place to assist the Committees of Management in the operation of the various committees.

### **Issues/Options**

The purpose of the draft policy is to provide a consistent approach to the establishment of Council committees on which there is Councillor representation.

There are two options that Council can undertake – one is to agree to the policy in-principle subject to further community consultation and the other is not to agree at this stage.

The structured approach of the policy will clearly articulate the role of each different committee type and put in place reviewed processes to ensure that Council committees operate effectively.

### **Proposal**

That Council consider the draft Council Committees Policy and commence a period of consultation.

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

There are no additional financial and resource implications.

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

The policy assists in further clarifying sections of the Local Government Act with respect to the operation of Council Committees.

The policy will be reviewed following the election of the new Council.

A review will be undertaken of all council policies. The review of the Council Committees Policy will take into account any changes to legislation as a result of the Local Government Amendment (Councillor Conduct and Other Matters) Bill 2008. The Bill is currently being considered by Parliament.

### **Environmental Considerations**

Not applicable

### **Communication Strategy/Consultation**

The policy has been previously circulated to officers for comment prior to submitting to Council for consideration.

As the policy is for internal use community consultation is not necessary, but in line with the Community Consultation and Engagement Policy, a four week timeframe will be provided for community input up to Friday 31 October 2008.

A copy of the policy will be forwarded to community groups and made available at both the Colac and Apollo Bay offices and on the Council's website.

The community will be provided with the opportunity to make a written submission and also a verbal submission if they wish. Any person wishing to make a verbal submission will be heard on Tuesday 11th November 2008.

### **Implementation**

Subject to Council's decision a copy of the policy will be forwarded to various groups following the Council meeting and copies made available at both Colac and Apollo Bay offices and advertised in the local media.

### **Conclusion**

Council has a number of committees. Their role can range from delegated authority to representing advocacy and consultation.

The draft policy proposes to govern the operation of the various committee types in a consistent approach.

### **Attachments**

Draft policy "Council Committees Policy".

### **Recommendation(s)**

#### ***That Council:***

- 1. Endorse the draft Council Committees Policy for public comment;***
- 2. Endorse a 4 week community consultation period where formal written submissions will be received.***

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DRAFT

# COUNCIL COMMITTEES POLICY

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**Policy No:**

**Date Adopted:**

**File No: GEN01688**

**Revised:**

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(As at September 2008)

## 1. PURPOSE

The purpose of this policy is to provide a consistent approach to the establishment of Council Committees on which there is Councillor representation. Council Committees are an important tool for engaging the community Council decision making. Participation by interested parties and affected stakeholders assists Council in making decisions that incorporate the interests and concerns of affected stakeholders. This policy governs the operation of Special Committees, Advisory Committees, Specific Purpose Committees and External Committees.

Each year Council appoints Councillor and officer representation to a number of committees. Their role in relation to these committees can range from delegated authority to representation, advocacy and consultation. The policy provides support and direction in the formation of committees and distinction between the roles and responsibilities of different committees on which there is Councillor representation.

This policy governs the establishment of committees and the ongoing review of existing committees giving the Council the opportunity to monitor the performance and relevance of all committees against the Annual Plan. This structured approach clearly articulates the role of each different committee type and allows for a review of the relevance and the performance against documented Terms of Reference and annual objectives for each committee. This approach will ensure that committees do not operate in perpetuity beyond achieving their purpose.

## 2. BACKGROUND

A need has been identified to have a policy that encompasses all Council Committees.

## 3. SCOPE

This policy applies to the formation, development and sunsetting of Council endorsed committees including:

- Special Committees – comprising only Councillors
- Special Committees – other S86 committees who manage facilities on behalf of Council
- Advisory Committees
- Specific Purpose Committees
- and where detailed in the policy involvement in External Committees.

This policy applies to Councillors, public members of committees and staff members of committees.

## 4. REFERENCES

- Local Government Act 1989
- Processes of Municipal Government Local Law
- Conflict of Interest Guidelines



## 5. DEFINITIONS

### (a) Special Committees

Formally appointed committee under section 86-88 of the Local Government Act 1989. Council may formally delegate decision making powers and responsibilities to a Special Committee.

The first category of Special Committees are those which comprise only Councillors. Council currently has 2 special committees in this category:

- Planning Committee of Council
- Contracts Committee

The second category of Special Committees are other S86 Committees who manage facilities on behalf of Council.

Current special committees in this category are:

Barongarook Public Hall and Tennis Reserve  
Barwon Downs Hall  
Beech Forest Hall  
Beech Forest Recreation Reserve  
Birregurra Hall  
Carlisle River Recreation Reserve  
Chapple Vale Hall  
Colac Municipal Aerodrome  
Cororooke Public Hall  
Cressy Hall  
Eurack Hall and Tennis Reserve  
Irrewillipe Public Hall and Reserve  
Larpent Recreation Reserve  
Lavers Hill Public Hall  
Old Beechy Rail Trail  
Pennyroyal Hall and Tennis Reserve  
Pirron Yallock Recreation Reserve  
Stoneyford Hall  
Swan Marsh Hall and Tennis Club  
Tirrengower Drainage  
Warncoort Tennis Reserve  
Warrion Public Hall  
Wingeel Tennis Reserve  
Yeo Recreation Reserve

### **How Council Assists S86 Committees? What are our Responsibilities?**

- Recognition of the important role played by Committees of Management in the efficient operation and management of facilities.
- Delegate powers to the committee.
- Provide support and assistance to committees in matters regarding maintenance, grants, facility development etc.
- Provide guidance to committees to ensure they have adequate information to continue their operation and management of the facility.

- Maintain effective communication links between the Shire and the various groups utilising the facilities.
- Undertake information forums as required to provide information to committees and user groups of relevant changes to Council policy or provide information on issues of importance.
- Provide reminders to committees re annual returns, financial information, copies of minutes etc.

### **Section 86 Committees Policy**

There is a separate Council Policy for these Section 86 Committees – Management of Council Owned and Controlled Properties – Policy No 15.2.

#### **(b) Advisory Committees**

The main function of an Advisory Committee is to assist Council in the consultative process and provide valuable information to support the decision making of Council and in turn the achievements of its objectives under the Community and Council Plan. Furthermore, Advisory Committees allow Council to access independent external advice that may be available in the community. These committees would generally have a lifespan beyond one year and be focused in conjunction with a Council Plan or Strategy.

The Council has a number of Advisory Committees including the Audit Committee which is established in accordance with section 139 of the Local Government Act 1989 and will operate generally in accordance with the Act and any Ministerial guidelines.

#### **(c) Specific Purpose Committees**

Specific Purpose Committees are created for a discrete and specific purpose and their role is to review an issue or undertake a project and report back to Council. These committees sunset at the delivery of the project brief. The committee may be ongoing in that it performs an annual function.

#### **(d) External Committees**

Community and Industry based committees that operate with their own Terms of Reference or mandate where Council has been invited to participate in partnership or as a community advocate. Current examples of External Committees are:

- Barwon Regional Waste Management Committee
- Corangamite Regional Library Corporation
- Geelong Otway Tourism Board
- Great South West Municipalities Group
- Municipal Association of Victoria

#### **(e) Committees of Management – Crown Land**

Council has been appointed under the Crown Land (Reserves) Act 1978 to manage a number of reserves on behalf of the Minister and have responsibility and authority to manage, improve, maintain and control the reserve.

Appendix 1 provides a summary of “What are Council’s Responsibilities where Council is the Committee of Management?”.

## **6. COUNCIL POLICY**

### **General Provisions**

Although the different types of Council, Special, Advisory, Specific Purpose and External Committees have different roles within and relationships with Council, a standard Terms of Reference template must be used to create a common ground for all committees to begin from.

The Terms of Reference provides a framework within which the Committee operates. Included in the Terms of Reference is information about the purpose and objectives of the committee, appointment of members, information about meetings, minutes, voting and reporting. A template to assist with the development of a Terms of Reference document is referenced at the end of this document.

Councillors are appointed annually to the various committees.

The term of a Councillor on a committee depends on their appointment at the Statutory meeting of Council or another Council meeting. If a Councillor is not appointed to a committee or a Councillor’s term ends, they would no longer be the Council representative on a committee.

The following sections specifically prescribe operating expectations for each committee type.

### **6.1 SPECIAL COMMITTEES**

This section refers only to Special Committees which comprise only Councillors. Other S86 Committees which manage Council owned and controlled properties come under policy No. 15.2.

#### **6.1.1 Formal Appointment**

In accordance with section 86 of the Local Government Act 1989, Council may establish one or more Special Committees.

#### **6.1.2 Membership, Period of Membership and Method of Appointment**

A Special Committee may comprise solely of Councillors, Council staff or other persons or any combination thereof. The most appropriate mix of membership for each Special Committee will be determined by Council at the formation of the Special Committee.

Council may, by resolution, appoint members to a Special Committee and may at any time remove a member from a Special Committee.

Councillors are appointed annually to Special Committees.

The Mayor is, by virtue of the Office, ex-officio member of any incidental committees which may be established by Council from time to time. It is important that whilst the Mayor may not chair these meetings, appropriate recognition should be given to the presence of the Mayor if in attendance. The Mayor has no voting rights as an ex-officio member of the committee.

### **6.1.3 Delegated Authority and Decision Making**

Council must keep a register of delegations to Special Committees.

Except as provided below, Council may, by Instrument of Delegation, delegate any of its functions, duties or powers under the Local Government Act or any other Act to a Special Committee:

- (a) this power of delegation
- (b) to declare a rate or a charge
- (c) to borrow money
- (d) to enter into contracts for an amount exceeding an amount previously determined by Council
- (e) to incur any expenditure exceeding an amount previously determined by Council
- (f) any prescribed power

The formal Instrument of Delegation provides a Special Committee with the delegated authority to make decisions as if it were the Council. The Instrument of Delegation will define the Special Committee's Terms of Reference/Purpose. A decision of a Special Committee which does not relate to a matter delegated to that Special Committee cannot be given effect to until formally approved by Council.

Subject to Section 93A of the Local Government Act, Council's Election Period Policy and the Code of Conduct, a Special Committee acting under a delegation given by the Council, must not make a major policy decision during the election period for a general election.

### **6.1.4 Notification of Meetings**

The Chief Executive Officer must give notice to the public of any meeting of a Council Special Committee, by placement of advice as to the date, time and place of such meeting in the local newspapers at least 48 hours before the meeting in accordance with the Processes of Municipal Government Local Law No 4.

### **6.1.5 Meeting Procedures**

Special Committee meetings shall be conducted in accordance with Processes of Municipal Government Local Law No 4 where Council has resolved that the provisions of the Local Law are to apply.

A meeting of a Special Committee must be held at a time and place determined by the Special Committee.

Meetings are open to the public unless the committee resolves to close the meeting in accordance with section 89(2) of the Local Government Act 1989.

### **6.1.6 Chair**

The Mayor will be the chair of the Planning Committee of Council. The position of Chairperson of other Special Committees comprised solely of Councillors shall be reviewed annually immediately following Councillor appointments to committees.

### **6.1.7 Agendas and Minutes**

Agendas and minutes must be prepared for each meeting of a Special Committee. The agenda must be provided to members of a Special Committee not less than 48 hours before the time fixed for the holding of the meeting.

Where a Special Committee has delegated powers, the Chief Executive Officer must ensure that all agendas for meetings of that committee are provided to all Councillors (whether or not they are members of the committee).

The Chairperson must arrange for minutes of each meeting of the committee to be kept.

The minutes of a meeting of a Special Committee must:

- (a) contain details of the proceedings and resolutions made;
- (b) be clearly expressed;
- (c) be self-explanatory; and
- (d) in relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision making process.

The Chairperson must submit the minutes of a committee meeting to the next meeting of the committee for confirmation. If the minutes are confirmed, the Chairperson at the meeting must sign the minutes and certify that they have been confirmed.

Agendas and minutes are available to the public excluding any confidential reports and attachments.

### **6.1.8 Voting**

Each member of a Special Committee present at a meeting of the Special Committee who is entitled to vote is entitled to one vote.

All members of a Special Committee have equal voting rights unless otherwise stated. Council may specify in the Instrument of Delegation to the Special Committee that a member of a Special Committee who is a member of the public or of Council staff does not have voting rights.

In the event of an equality of votes the Chairperson has a second vote.

### **6.1.9 Conduct and Interest Provisions**

Members of a Special Committee are required to comply with the Conduct and Interest provisions contained in Division 1A of the Local Government Act 1989.

Council may, by resolution, exempt a member of a Special Committee, who is not a Councillor, from being required to submit a Primary Return or an Ordinary Return.

With the above exception, all other Conduct and Interest provisions contained in Division 1A that relate to members of a Special Committee shall apply.

Where a member of a Special Committee has an interest or conflict of interest in a matter that is likely to be discussed, the member must declare that interest immediately prior to the matter being considered by the Special Committee. Disclosure must include the nature of the relevant interest and be recorded in the minutes of the meeting.

#### **6.1.10 Administrative Support**

Administrative support is provided to Special Committees comprised solely of Councillors by the department whose functions are most aligned to the committee.

#### **6.1.11 Sunset Clause**

Council is required to consider the continuation of the special committee and its formal Instrument of Delegation within 12 months following a general election. Whilst this is not a legal requirement, it is considered appropriate as a good governance practice.

### **6.2 ADVISORY COMMITTEES**

#### **6.2.1 Terms of Reference**

The Terms of Reference must be presented to Council for consideration and adoption at the inception of the committee. The Terms of Reference must include a clear statement of purpose and the committee's objectives. Objectives should be supported by measurable outcomes that will be reported to Council.

The Terms of Reference and objectives of an Advisory Committee are to be reviewed by the committee biennially and by Council within twelve (12) months after a general election. Any proposed changes to the Terms of Reference resulting from a review must be agreed on by the committee and be presented to Council for formal approval.

See Appendix 2.

#### **6.2.2 Membership, Period of Membership and Method of Appointment**

The most appropriate mix of membership will be determined by Council. The committee may comprise:

- **Councillor(s)** - appointed annually by Council
- **Community Representative(s)** – appointed by Council through a registration of interest and selection process for a period of up to (3) years. Every effort should be made to ensure a representative cross section of people from the municipality are elected to the committee, as appropriate.
- **Staff** – appointed for a time period specified by the Chief Executive Officer or relevant Director to provide administrative support and advice to the committee. Staff do not have voting rights (refer to section 6.2.7) unless specified in the Terms of Reference.

The Mayor is, by virtue of the Office, ex-officio member of any committees which may be established by Council from time to time. It is important that whilst the Mayor may not chair these meetings, appropriate recognition should be given to the presence of the Mayor if in attendance. The Mayor has no voting rights in their capacity as an ex-officio member of the committee.

### **6.2.3 Delegated Authority and Decision Making**

Advisory Committees act in an advisory capacity only and have no delegated authority to make decisions as if they were the Council. Advisory Committees provide advice to Council and staff to assist them in their decision making.

### **6.2.4 Meeting Procedures**

Advisory Committee meetings shall be conducted generally in accordance with Processes of Municipal Government Local Law No 4 where Council has resolved that the provisions of the Local Law are to apply.

Meetings are to be held at a time and place determined by the Advisory Committee. Advisory Committees are not required to give public notice of their meetings and meetings are not required to be open to the public.

### **6.2.5 Chair**

The position of Chairperson shall be reviewed annually immediately following Councillor appointments to committees.

Where there is one Councillor representative on the committee that Councillor stands as chair. Where there is more than one Councillor the chair is to be agreed upon between Councillors. When this cannot be achieved, the Mayor of the day shall determine the chair.

A committee may determine, with consent of the Councillor representative/s, to appoint another member other than the Councillor representative/s as Chairperson.

If the Chairperson is not present at a meeting, any other Councillor representative shall be appointed Chairperson. In the absence of any other Councillor representative/s, the committee members shall appoint a Chairperson for the purpose of conducting the meeting.

The Committee must advise the Governance Team of the name of the chairperson within one week of appointment. These details will then be updated on the intranet and internet.

### **6.2.6 Agendas and Minutes**

Agendas and minutes must be prepared for each meeting of an Advisory Committee. The agenda must be provided to members of the committee not less than 48 hours before the time fixed for the holding of the meeting.

The Chairperson must arrange for minutes of each meeting of the committee to be kept.

The minutes of a meeting of an Advisory Committee must:

- (a) contain details of the proceedings and resolutions made;
- (b) be clearly expressed;
- (c) be self-explanatory; and
- (d) in relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision making process.

Minutes must be approved by the chair before being published or distributed and then formally endorsed at the subsequent meeting.

The committee must determine through its Terms of Reference whether minutes are to be made available to the public. As a general rule, committees are encouraged to provide this information to the public, with the exception of reports and attachments that are confidential in nature. Where it is determined that minutes will be made available to the public, a copy should be placed on the Internet.

### **6.2.7 Voting**

Councillor and community members have voting rights unless otherwise stated in their Terms of Reference. Staff provide support and advice to the committee and have no voting rights unless specified in the Terms of Reference.

In the event of an equality of votes the chairperson has a second vote.

### **6.2.8 Conduct and Interest Provisions**

In performing the role of Advisory Committee member, a person must:

- act honestly;
- exercise reasonable care and diligence;
- not make improper use of their position; and
- not make improper use of information acquired because of their position.

Where a member of the committee has an interest or conflict of interest in relation to a matter in which the committee is concerned, or is likely to be considered or discussed, the member must disclose the interest to the committee before the matter is considered or discussed at the meeting. Disclosure must include the nature of the relevant interest and be recorded in the minutes of the meeting.

### **6.2.9 Reporting**

As a minimum, Advisory Committees are required to prepare a formal report on an annual basis in line with their stated objectives. The report must be formally adopted by the committee and should directly reflect the objectives and the performance measures of the committee as set out in the Terms of Reference. The report will be presented to Council for noting under the relevant department heading. The committee's Terms of Reference may stipulate more frequent reporting.

### **6.2.10 Administration Support**

Administration support, where required, is provided to Advisory Committees where required by the department whose functions are most aligned to the committee's objectives.



### **6.2.11 Review of Committee**

Advisory Committees will be reviewed as part of the annual Council Statutory meeting.

## **6.3 SPECIFIC PURPOSE COMMITTEES**

### **6.3.1 Terms of Reference**

The Terms of Reference must be presented to Council for consideration and adoption at the inception of the committee. Clear objectives for the committee need to be included in the Terms of Reference. The Terms of Reference shall include a project outcome/deliverable and stipulate the timeframe for completion.

For committees that are ongoing in nature, Terms of Reference and objectives are to be reviewed biennially by the committee. Any proposed changes to the Terms of Reference must be presented to Council for formal approval.

### **6.3.2 Membership, Period of Membership and Method of Appointment**

Membership of a Specific Purpose Committee is not prescribed. The most appropriate mix of membership will be determined by Council at the inception of the committee and may include any combination of the following:

- **Councillor(s)** - appointed annually by Council
- **Community Representative(s)** – appointed by Council through a registration of interest and selection process for a period of two (2) years. Every effort should be made to ensure a representative cross section of people from the municipality are elected to the committee, as appropriate.
- **Staff** – appointed for a time period specified by the Chief Executive Officer or relevant Director to provide administrative support and advice to the committee. Staff do not have voting rights (refer to section 6.3.7) unless specified in the Terms of Reference.

The Mayor is, by virtue of the Office, ex-officio member of any committees which may be established by Council from time to time. It is important that whilst the Mayor may not chair these meetings, appropriate recognition should be given to the presence of the Mayor if in attendance. The Mayor has no voting rights in their capacity as an ex-officio member of the committee.

### **6.3.3 Delegated Authority and Decision Making**

Specific Purpose Committees have no delegated authority to make decisions as if it were the Council.

The Committee's Terms of Reference, as adopted by Council, may provide that the committee has the capacity to make a decision/s in relation to the project brief. In making decisions, the committee must comply with Council policies, procedures and guidelines, particularly in relation to Occupational Health and Safety. Decisions will be implemented by a staff member who has the appropriate delegation and level of authority.

The committee cannot make decisions outside the agreed scope detailed in its Terms of Reference.

#### **6.3.4 Meeting Procedures**

Meeting procedure of a Specific Purpose Committee is not prescribed. As a guide, committees may consider conducting their meeting generally in accordance with Processes of Municipal Government Local Law No 4.

Meetings are to be held at a time and place determined by the Specific Purpose Committee. Specific Purpose Committees are not required to give public notice of their meetings and meetings are not required to be open to the public.

#### **6.3.5 Chair**

The position of Chairperson shall be reviewed annually immediately following Councillor appointments to committees.

Where there is one Councillor representative on the committee that Councillor stands as chair. Where there is more than one Councillor the chair is to be agreed upon between Councillors. When this cannot be achieved, the Mayor of the day shall determine the chair.

A committee may determine, with consent of the Councillor representative/s, to appoint another members other than the Councillor representative/s as Chairperson.

If the chairperson is not present at a meeting, any other Councillor representative shall be appointed Chairperson. In the absence of any other Councillor representative/s the committee members shall appoint a chairperson for the purpose of conducting the meeting.

#### **6.3.6 Agendas and Minutes**

Agendas and minutes must be prepared for each meeting of an Specific Purpose Committee. The agenda must be provided to members of the committee not less than 48 hours before the time fixed for the holding of the meeting.

The Chairperson must arrange for minutes of each meeting of the committee to be kept.

The minutes of a meeting of a Specific Purpose Committee must:

- (a) contain details of the proceedings and resolutions made;
- (b) be clearly expressed;
- (c) be self-explanatory; and
- (d) in relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision making process.

Minutes must be approved by the chair before being published or distributed and then formally endorsed at the subsequent meeting.

The committee must determine through its Terms of Reference whether minutes are to be made available to the public. As a general rule, committees are encouraged to provide this information to the public, with the exception of reports and attachments that are confidential in nature.

### **6.3.7 Voting**

Councillor and community members have voting rights unless otherwise stated in their Terms of Reference. Staff provide support and advice to the committee and have no voting rights unless specified in the Terms of Reference.

In the event of an equality of votes the chairperson has a second vote.

### **6.3.8 Conflict and Interest Provisions**

In performing the role of Specific Purpose committee member, a person must:

- act honestly; and
- exercise reasonable care and diligence; and
- not make improper use of their position; and
- not make improper use of information acquired because of their position.

Where a member of the committee has an interest or conflict of interest in relation to a matter in which the committee is concerned, or is likely to be considered or discussed, the member must disclose the interest to the committee before the matter is considered or discussed at the meeting. Disclosure must include the nature of the relevant interest and be recorded in the minutes of the meeting.

### **6.3.9 Reporting**

Specific Purpose Committees are required to prepare a formal report on an annual basis and also at the completion of its project as stated in their Terms of Reference. The report must be formally adopted by the committee and should directly reflect the objectives and performance measures of the committee as set out in the Terms of Reference.

A report will then be presented to Council detailing the outcomes of the committee and any recommendations to Council.

### **6.3.10 Administration Support**

Administration support where required is provided to Specific Purpose Committees by the department whose functions are most aligned to the committee's objectives.

### **6.3.11 Sunset Clause**

All Specific Purpose Committees will sunset at the conclusion of the project they were created to undertake. If the committee considers that there is a need for its existence to be ongoing beyond the life of the project, the committee must dissolve and seek Council approval to create an appropriate Advisory Committee for the new purpose. A Specific Purpose Committee may be ongoing in that it undertakes a project on a regular basis, for example annually.

## **6.4 EXTERNAL COMMITTEES**

Council does not have any power to enforce operating expectations on External Committees. There are however still some areas that are important to note regarding External Committees, these include:

### **6.4.1 Membership**

Councillors are appointed to External Committees annually. Staff are appointed to External Committees at the discretion of the Chief Executive Officer or their General Manager.

### **6.4.2 Conflict and Interest Provisions**

In performing the role of External Committee member a person must:

- act honestly; and
- exercise reasonable care and diligence; and
- not make improper use of their position; and
- not make improper use of information acquired because of their position.

Where a member of the committee has an interest or conflict of interest in relation to a matter in which the committee is concerned, or is likely to be considered or discussed, the member must disclose the interest to the committee before the matter is considered or discussed at the meeting. Disclosure must include the nature of the relevant interest and be recorded in the minutes of meeting.

## **7. RELATED DOCUMENTS**

- Policy No 15.2 “Section 86 Committees - Management of Council Owned and Controlled Properties”.

## **8. APPENDIX**

- Council's Responsibilities where Council is the “Committee of Management” – Appendix 1.
- Terms of Reference Template – Appendix 2.
- Current Committee Listing – Appendix 3.

## **WHAT ARE COUNCIL'S RESPONSIBILITIES WHERE COUNCIL IS THE "COMMITTEE OF MANAGEMENT?"**

### **INTRODUCTION**

A Crown Land Reserve is public land that has been set aside for public purposes for the enjoyment and benefit of the people of Victoria.

Council has been appointed under the Crown Land (Reserves) Act 1978 to manage a number of reserves on behalf of the Minister and have responsibility and authority to manage, improve, maintain and control the reserve.

Committees of Management can also consist of locally elected or appointed people, statutory bodies of trustees.

### **COMMITTEES OF MANAGEMENT RESPONSIBILITIES**

The powers given under the Crown Land (Reserves) Act 1978 enable committees to:

- Manage and develop the reserve;
- Undertake financial transactions including borrowing money and entering contracts;
- Enter tenure arrangements, such as leasing and licensing, for part or all of the reserve, subject to Minister's approval;
- Employ people;
- Enforce regulations.

### **POWER TO MANAGE THE RESERVE**

The main guiding principle in managing the reserve is that it is public land for the use and enjoyment of all.

Council must manage the reserve and its assets. May also develop and enhance them.

A Committee (Council) can:

- Set fees and charges
- Limit access
- Establish sub-committees

### **MANAGEMENT DOCUMENTS**

Committees are strongly recommended to prepare plans, for example:

- Management plan
- Works schedule

### **RISK MANAGEMENT**

Committees are required to:

- Undertake a formal risk assessment
- Develop a risk management plan
- Conduct an annual review

## **EMPLOYMENT POWER**

Council can utilise five categories of people who might work on our reserves:

- Volunteers
- Contractors
- Employees
- Tenants
- Other agencies

## **FINANCIAL POWER**

Committees of Management can enter into contracts, set fees and charges and spend revenue for the purposes of the reserves.

- Revenue received by a committee must be directed to activities associated with the reserve.

## **POWER TO DEVELOP THE RESERVE**

All proposed new developments are subject to the same approvals process as any other building or development on private land.

- For all developments on Crown land, prior to seeking any approvals a committee will need to consult with their local DSE office (Ballarat) as landowners consent is required.
- If consent is obtained, still subject to planning and building approvals.
- The Crown, not the committee, will become the owner of any development works on the reserve.

## **LEASING AND LICENSING POWER**

Committees can grant leases or licences for their reserve subject to Minister's consent.

- Before entering into any lease or licence negotiations, contact should be made with the local DSE office.

### **LEASES**

- Lease proposals require the approval of the Minister before entering into negotiations.
- Leases must comply with the requirements of DSE.
- Leases can only be issued up to the maximum term of 21 years.
- Must use standard DSE lease documents.

### **LICENCES**

- Licences are for non-exclusive use of part or all of a reserve.
- Licence proposals require the approval of the Minister and must comply with the requirements of DSE.
- A licence can be issued for up to 3 years.
- Must use standard DSE licence documents.

## TERMS OF REFERENCE

Committee Name:

|                     |  |
|---------------------|--|
| Directorate         |  |
| Responsible Officer |  |
| Committee Type      |  |

### 1. PURPOSE

Briefly outline the purpose of the committee.

### 2. OBJECTIVES

Provide a brief explanation of the objectives of the committee including performance measures.

### 3. MEMBERSHIP, PERIOD OF MEMBERSHIP AND METHOD OF APPOINTMENT

Membership, period of membership and method of appointment will be determined in accordance with the committee types defined in the Council Committee Policy.

### 4. DELEGATED AUTHORITY AND DECISION MAKING

Delegated authority and decision making will be determined in accordance with the committee types defined in the Council Committee Policy.

### 5. MEETING PROCEDURES

Meeting procedures will be determined in accordance with the committee types defined in the Council Committee Policy.

### 6. CHAIRPERSON

The Chairperson will be determined in accordance with the committee types defined in the Council Committee Policy.

### 7. AGENDAS AND MINUTES

Preparation, distribution and availability of minutes will be determined in accordance with the committee types defined in the Council Committee Policy.

### 8. VOTING

Voting rights of committee members will be determined in accordance with the committee types defined in the Council Committee Policy.

### 9. CONDUCT AND INTEREST PROVISIONS

Conduct and interest provisions will be determined in accordance with the committee types defined in the Council Committee Policy.

**10. REPORTING**

Minimum reporting requirements will be determined in accordance with the committee types defined in the Council Committee Policy.

**11. ADMINISTRATION SUPPORT**

Administration support is provided by the department whose functions are most aligned to the committee's objectives.

**12. SUNSET CLAUSE**

The committee will sunset in accordance with the committee types defined in the Council Committee Policy.



APPENDIX 3

**LIST OF COUNCIL COMMITTEES (AS AT JUNE 2008)**

**(A) SPECIAL COMMITTEES (COUNCILLORS)**

- Planning Committee
- Contracts Committee

**(B) OTHER S86 COMMITTEES**

- Barongarook Public Hall and Tennis Reserve
- Barwon Downs Hall
- Beech Forest Hall
- Beech Forest Recreation Reserve
- Birregurra Hall
- Carlisle River Recreation Reserve
- Chapple Vale Hall
- Colac Municipal Aerodrome
- Cororooke Public Hall
- Cressy Hall
- Eurack Hall and Tennis Reserve
- Irrewillipe Public Hall and Reserve
- Larpent Recreation Reserve
- Lavers Hill Public Hall
- Old Beechy Rail Trail
- Pennyroyal Hall and Tennis Reserve
- Pirron Yallock Recreation Reserve
- Stoneyford Hall
- Swan Marsh Hall and Tennis Club
- Tirrengower Drainage
- Warncoort Tennis Reserve
- Warrion Public Hall
- Wingeel Tennis Reserve
- Yeo Recreation Reserve

**(C) COUNCIL ADVISORY COMMITTEES**

- Audit Committee
- Australia Day Committee
- Central Reserve Advisory Committee (Premier Recreation Reserve Committee)
- Colac Livestock Selling Centre Advisory Committee
- Festival and Events Support Scheme Advisory Committee
- Friends of the Botanic Gardens
- Grants/Community Funding Committee
- Lake Colac Community Advisory Committee
- Roads Committee
- Small Town Improvement Program Committee



- **Consultation**  
We will undertake genuine consultation on key issues as part of our decision-making processes to improve the quality, accountability and transparency of those decisions.
- **Service**  
We will provide a culture in which our services respond to community needs and aspirations.

Council currently has a Service Charter but it has not been reviewed for some time.

There are also Operational Policies concerning customer services and telephone usage which have been combined into the new Council Policy.

The ongoing application by the organisation of the Best Value Principles is an integral part of Council's annual business planning in the form of Business Unit/Service Continuous Improvement Plans. Through the Continuous Improvement Plans, officers review alternative operations to enable the organisation to fulfil its Best Value legislative requirements and to continually improve service delivery to the community.

## **Issues/Options**

### **Issues**

#### ***Council Policy***

The Customer Service Policy has previously been an Operational Policy.

As part of the discussions with the Review Team it was evident that the policy should be a Council Policy.

Customer Services is a whole of Council issue. The purpose of the policy is to outline Council's approach to Customer Service.

All areas of the organisation need to be committed to being customer focussed.

#### ***Service Charter***

The revised Service Charter updates the information in the current document. The Charter should be regularly updated as information changes.

#### ***Timing***

The process to review and develop the documents has occurred over the last 6 months. It is important that the process continues to enable the policy to be implemented across the organisation.

The Policy and Charter will also be reviewed in 2009 as part of a review of all Council policies following the election of the new Council.

#### ***Supporting Documentation***

All staff will receive a copy of the Policy and Charter plus 2 A5 sheets on:

- Telephone Interaction
- Customer Services

Telephone Interaction will include a Performance Objective, Criteria and Customer Service Tips.

These sheets will be in different colours. Staff will be encouraged to have them close by to remind them of the standards expected of all areas of the organisation.

### ***Getting the Message Across***

As well as the policy and other sheets, there will be other mechanisms that will be further investigated to ensure that Customer Services is seen as an important part of the Council's operations.

### ***Best Value Review***

Other Continuous Improvement Actions will continue to be considered in addressing other issues that were raised through the review process.

Continuous improvement is the practice of constantly seeking to improve the quality and productivity of our processes, products and services while maximising the opportunities for the involvement of staff in improving the workplace. It is about developing a culture in which everybody is encouraged to make ongoing improvements to the way the work is done.

### **Options**

There are a number of options that Council can undertake which relate to the timing of the adoption of the policy.

The first option is that Council agrees to the policy in-principle subject to further community consultation and adopts the policy at the November Council meeting.

Under the Local Government Act the adoption of a Customer Service Policy is not a major policy decision of Council.

The second option is that Council agrees to the policy in-principle subject to further community consultation and not have the policy considered until the new Council is re-elected.

The third option is that Council does not consider the Policy and Charter at this time.

### **Proposal**

The proposal is for the first option. Council to consider the draft "Customer Service Policy/Guidelines" and "Service Charter" and commence a period of consultation.

This report indicates that the process to review the documents has occurred since Council received the Best Value Services Review report in January 2008. It is important that the process continues.

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

The review of the documents has involved a number of staff resources at different levels. This has been through involvement on the Review Team or other consultation opportunities.

The Continuous Improvement Plan as part of the Best Value Review recommended a number of improvement and objectives. A number of recommendations have been carried out within the current resources of the various areas.

As part of the Budget process a Customer Services Co-ordinator position was created. The appointment of the co-ordinator will assist in the implementation of other improvements and objectives.

**Risk Management & Compliance Issues**

Not Applicable

**Environmental Considerations**

Not Applicable

**Communication Strategy/Consultation**

To arrive at the draft documents there has been an extensive consultation process with staff. The process to review the documents was undertaken by a review team formed specifically for the project.

Presentations on the draft documents have been undertaken for management and staff. All staff had 4 weeks to provide comments on the documents.

It is recommended that the community be provided with the opportunity to make a written submission and also a verbal submission if they wish.

A four week timeframe will be provided for community input up to Friday 31 October 2008.

An opportunity will be provided to persons wishing to make verbal submissions in support of their written submission on 11 November 2008.

A copy of the Policy and Charter will be forwarded to community groups and made available at both the Colac and Apollo Bay offices and on the Council's website.

An advertisement will also be placed in the local newspapers.

**Implementation**

Subject to Council's decision, a copy of the Policy and Charter will be forwarded to various groups. Following the Council meeting and copies made available at both Colac and Apollo Bay offices, an advertisement will be inserted in the local newspapers advising of the documents and the submission process.

**Conclusion**

Both the Customer Service Policy/Guidelines and Service Charter are important documents which outline Council's approach to Customer Service.

The policy applies to all Council staff and Councillors, contractors, consultants, work placement students and volunteers who deal with customers of Colac Otway Shire.

All Council staff and Councillors must strive to meet the needs of our customers in a professional and ethical manner with courteous and efficient service.

The development of the documents has taken place since January 2008 and has been a positive process through the involvement of staff from different units and different levels.

The community consultation process will provide an opportunity for the community to make submissions on the documents.

**Attachments**

- Draft policy 'Customer Service Policy/Guidelines'
- Service Charter

**Recommendation(s)**

***That Council:***

1. ***Endorse the draft "Customer Service Policy/Guidelines and Service Charter for public comment.***
2. ***Endorse a 4 week community consultation period where formal written submissions will be received.***

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# **CUSTOMER SERVICE POLICY/GUIDELINES**

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**Policy No: 2.6**

**Date Adopted:**

**File No: GEN01688**

**Revised:**

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(As at 1/9/08)

## 1. PURPOSE

The purpose of this policy is to outline Council's approach to Customer Service.

Colac Otway Shire is committed to ensuring customers using Council facilities or services receive quality, efficient and responsive service through our Performance Standards.

## 2. INTRODUCTION

Colac Otway Shire aims to work in a courteous, consistent, timely and fair manner and satisfy all reasonable requests from customers.

The Customer Service Policy aims to provide a document for staff, councillors and customers alike regarding enquiries or complaints received by the Colac Otway Shire, and how they should be resolved.

All areas of the organisation are committed to being customer focussed and our working environment is based on respect for the individual and the community.

Councillors and staff are required to maintain the highest standards of conduct and abide by the Shire's values:

- **Partnership**  
We will work in partnership with the community to achieve agreed goals.
- **Consultation**  
We will undertake genuine consultation on key issues as part of our decision-making processes to improve the quality, accountability and transparency of those decisions.
- **Service**  
We will provide a culture in which our services respond to community needs and aspirations.

Council's dual role as a service provider and a regulatory body can create situations where not all customer requests can be met. However, Council has an obligation to provide customers with an accessible, fair and equitable mechanism to access services, make service requests and obtain assistance. The establishment of a standardised, courteous and professional approach to the management of customer contact, in conjunction with clear policies and procedures, will facilitate the achievement of Council's obligation to its customers. This will enhance Council's image and provide customers with a positive experience of Council.

### 2.1 Definition of Customers

For the purpose of this policy, customers include individuals and organisations to whom Council provides service. Customers include ratepayers, residents, asset users, daily visitors as well as people passing through the Colac Otway local government area en route to another destination. Internal customers include other Council Departments and members of staff.



### 3. SCOPE OF THE POLICY

This policy applies to all Council staff and Councillors, contractors, consultants, work placement students and volunteers who deal with customers of Colac Otway Shire.

All Council staff and Councillors provide service to Council's customers either directly or indirectly.

All Council staff and Councillors must strive to meet the needs of our customers in a professional and ethical manner with courteous and efficient service. Staff and Councillors will:

- Act impartially and actively listen to other people's views, seek advice from a range of sources before forming opinions, making decisions or taking actions
- Treat all people with courtesy and respect even when disagreeing with their views and recognise there are legitimate differences in opinions, race, culture, religion, language, sexuality, gender and abilities and act to prevent offence or embarrassment being caused
- Act in the interest of the Colac Otway Shire community as a whole
- Take personal responsibility for decisions, actions and behaviours
- Exercise all reasonable care and diligence in performing the responsibilities and functions of a Colac Otway Shire employee/councillor.

Further, in conducting our business we will:

- act with integrity and honesty
- be customer-focused
- deliver 'value for money' services in a professional manner
- be innovative, with a focus on performance, outcomes and excellence
- be environmentally responsible
- be effective and open in our communication.

### 4. WHAT IS CUSTOMER SERVICE?

Customer service refers to the interaction between internal staff, councillors, interaction between agencies and those in the community who want or need a product or service from the Colac Otway Shire. Such contact can take a variety of forms including personal or telephone communication, media messages, forms and publications.

Quality customer services is defined as the provision of service which meets customer needs and expectations on the aspects of service which matter most to the customers, within the framework of legislation, policy and budget.

### 5. PERFORMANCE STANDARDS

To achieve Council's Service value, Performance Standards have been developed to ensure consistency and quality in presentation and responsiveness to meet our customer's expectations, and accessibility to information:

1. Customer Interaction
2. Request Handling
3. Corporate Image
4. Information Management

These Performance Standards will guide our overall organisational customer focus however, Business Units may adopt site-specific standards to assist them to meet their particular customer expectations within their resources. These must be in line with the standards and the Shire values.

A copy of the standards are attached at Appendix 1 of this document. They contain an explanation of the Performance Standards, how they are going to be measured and what actions can be taken to improve the overall organisational targets.

The Performance Standards are monitored and measured through the following mechanisms:

- The Annual Customer Satisfaction Survey (co-ordinated by the Office of Local Government) indicator for Council's interaction and responsiveness in dealing with the public.
- Performance Management process (PES).
- Colac Otway Requests System (MERIT).
- Regular reviews by individual Business Unit Team Leaders and Managers.
- Feedback Sheets for Customer Interaction.

## **6. GUIDING PRINCIPLES OF SERVICE PROVISION**

The standards our customers have a right to expect:

At all times Council aims to:

- listen to what you say
- be approachable and professional
- treat customers courteously and with respect
- address you by your name when we know it
- give officer identification when talking to customers
- follow up on service commitments that we make to you
- respond as quickly and efficiently as possible to service requests and service complaints
- be punctual for meetings and appointments
- treat customer's personal information with confidentiality
- be factual and accurate in the information provided.

## 7. TYPES OF CUSTOMER SERVICES

Customers contact Council for a wide variety of issues ranging from enquiries and requests for information or advice, to the provision of direct services, i.e., Development Applications, Dog Registrations, etc.

### *(1) Telephone Calls*

Council recognises the importance of telephone calls and will answer all calls promptly and efficiently, referring calls to the appropriate officer quickly and providing clear and concise information in response to caller enquiries. Council endeavours to:

- Advise all callers of the name of the person answering the call, or making the call where it is outgoing from Council
- Deal with the call, redirect the call or take a clear message from the caller as required
- Ensure all messages include details of the caller's name, contact number and message as well as details of who took the message and when
- When calls cannot be fully responded to immediately, give clear advice to the caller about when the caller can expect a response
- Put calls on hold for the minimum amount of time possible
- Speak clearly, deal with customers calmly, courteously and patiently, even when the callers are angry, aggressive or distressed
- Answer unattended telephones in the absence of staff in the particular section/department whenever practical.

Telephone protocols have been developed which provide basic guidelines for staff in terms of managing telephone calls and establishes some standards and practices with the use of technical features of telephone services. It aims to ensure that telephones are answered in a welcoming, consistent and informative manner that gives a positive and professional impression of the Shire.

A copy of the Telephone Protocols is attached at Appendix 2 of this policy.

### *(2) Written*

Council recognises the importance of correspondence (letters, facsimiles and email messages) and will provide clear and concise responses promptly. Council endeavours to:

- Provide a response to all matters in line with the Request Handling Performance Standard
- Ensure that all outward correspondence includes the name and contact details of the officer dealing with the matter and Council's file reference
- Use language that is clear and concise
- Provide documentation in a larger font on request.

Colac Otway Shire style guidelines provide further information on communications on behalf of the organisation.

*(3) Face to Face*

Council recognises the need to promptly serve members of the public who come to Council to seek information or transact business. Council will endeavour to have officers available to the public during office hours and at designated times. Council endeavours to:

- Make staff available for interviews by prior arrangement
- Attend to members of the public at the customer service help desks in a professional and helpful manner
- Promptly advise staff if there is a member of the public in the reception area for an appointment
- Provide a full range of information for public inspection in customer service areas
- Speak clearly and deal with visitors calmly, courteously and patiently, even when visitors are angry, aggressive or distressed
- Make appointments to visit a customer external to Council's facilities. At the beginning of any Council visit, staff or Councillors must clearly identify themselves and the purpose of the visit
- Ensure that all relevant staff are present to address each matter appropriately.

## **8. RECORDING AND FOLLOWING THROUGH ON REQUESTS**

Colac Otway Shire has a Customer Request Management System (MERIT) which is used to record internal and external customer requests and complaints.

All requests are directed to the relevant department for a response and actions taken are recorded. Timelines for resolving responses are set and adherence to the timelines are monitored.

The system has many benefits including:

- A record of all customer requests.
- Enables the quality of the response to be monitored through reporting and escalation processes.
- Produces quality reports for senior management.
- Facilitates the identification of patterns and trends for the purposes of service improvement and planning.

## **9. HOW STAFF ARE SUPPORTED TO PROVIDE CUSTOMER SERVICES**

In order to meet the objectives of the Customer Service Policy, organisational resources have been provided in the areas of training and induction programs, telephone facilities, monitoring systems, accessibility and maintenance of Council information, survey and feedback mechanisms.

## 10. DEALING WITH DIFFICULT CUSTOMER BEHAVIOUR

Council staff and Councillors aim to treat customers with courtesy and respect at all times and to make every reasonable effort to address the customer's needs even when s/he is rude or difficult. Customers are also expected to treat Council staff and Councillors with respect and courtesy. It is certain however, that whatever standard of professional and positive customer service Council achieves, there will always be a small percentage of customers whose issues cannot be dealt with to their satisfaction. This may be due to refusal by the customer to accept a Council decision, demands placed on Council which are not within our scope or resources to meet, or a level of rudeness or aggression shown to staff or a councillor by the customer that makes it unsafe or unreasonable to proceed.

In these situations Colac Otway Shire will take steps to ensure our staff's health, safety and wellbeing is protected.

### 10.1 Definitions

**Difficult customer behaviours:** Rude, abusive or aggressive behaviour may include rude or otherwise vulgar noises, expressions or gestures, verbal abuse either of a personal or general nature, intimidating, threatening or offensive behaviour, physical violence against property or physical violence against a person.

**Customers who cannot be satisfied and/or who constantly raise the same issue with different staff:** may include any person or groups who do not accept that Council is unable to assist them, provide any further assistance or level of service than has been provided already and/or disagree with the action Council has taken in relation to their complaint or concern and who continue to make representations to staff insisting, demanding action/attention/resolution to their matter.

**Customers who make unreasonable demands:** Customers who make unreasonable demands include any person whose demands on Council start to significantly and unreasonably divert Council's resources away from core functions or create an inequitable allocation of resources to other customers. Such demands may result from the amount of information requested, the nature or scale of services sought or the number of approaches seeking information, assistance or service.

### 10.2 Procedure for Dealing with Difficult Customer Behaviours

#### Rights and responsibilities

If, in any interaction with a customer over the phone or in person a staff member or a councillor feels uncomfortable due to the hostile or volatile nature of the customer, it is appropriate that the call/interaction is terminated by doing one of the following:

- Advise the person that *"I can not help you and will get someone else to ..."*
- If they are swearing, abusive or threatening advise the person that *"I would like to assist you and will do so if you refrain from using inappropriate language, but I am unable to assist you if you continue to behave in this manner. I will ask my Manager/Coordinator to come and assist you"* ; and
- If appropriate introduce a third person into the interaction.

If the behaviour continues advise the customer *“I am unable to help you and I am terminating the call/meeting”*. If necessary the staff member should either hang up or leave the room and move to another safe area to ensure personal safety.

Where a conversation or interview is terminated or if a staff member or councillor is verbally or physically abused, the staff member must then immediately inform his/her Manager or the CEO of the incident and complete an incident report. The matter will then be discussed to determine what action, if any should be taken with respect to the customer’s behaviour. If necessary a meeting should be arranged with the Councillor, relevant staff, their Manager and General Manager to discuss the details of the situation.

If a staff member is observed or heard to be involved in a difficult interaction with a customer, other staff are expected to provide assistance or immediately seek assistance from another staff member. Assistance may be provided simply by being present during the interaction.

Staff are encouraged to talk to and seek advice from their Manager regarding dealing with difficult customers.

Council will provide training on dealing with difficult people following an assessment of Organisation Development requirements/needs.

### **10.3 Management responsibilities**

Where the General Manager/Manager is satisfied that every effort has been made by staff to address a customer’s needs, he/she may make a decision that there is no reasonable prospect of reaching a position where a particular customer is satisfied with Council’s actions and service. In such a case the General Manager may make a decision to stop or limit responses to the customer in relation to the issue in question and/or further interactions with the customer.

This may include:

- Refusal to accept telephone calls or make appointments with the customer
- A request that all future communication be in writing
- Provision of responses to queries
- Information requests only where a new issue has been presented
- Identification of a single staff member as contact person through whom all communication must occur.

Where such a decision has been made the General Manager will communicate the decision in writing to the customer and ensure the customer is given the opportunity to make representation or appeal to the Chief Executive Officer about the proposed course of action.

The Chief Executive Officer will advise the Mayor/Councillors of any correspondence issued in relation to such a decision.

The General Manager/Manager will ensure that relevant staff including the Customer Services Unit are advised of any decisions/actions

Customer Services are to be provided with a standard response: *“Thank you for calling, however as you have been previously advised, you are required to put all your requests in writing addressed to the Chief Executive Officer Colac Otway Shire.”*

The General Manager/Manager in consultation with relevant staff will continue to monitor any further contact with the customer over the issue and the above directions be amended as appropriate.

The General Manager/Manager shall advise the Organisational Support & Development Unit of situations referred to in this policy. As appropriate the Organisational Support & Development Unit shall arrange appropriate support services for staff. .

#### **10.4 General responsibilities**

In all of the situations referred to, adequate documentary records, incident reports etc must be made and maintained on the appropriate Council file.

### **11. RESPONSIBILITY/ACCOUNTABILITY**

11.1 One of the key functions for the organisation is to create a customer-focused environment.

It is important that all staff in the organisation own the Shire's values.

- **Partnership**  
We will work in partnership with the community to achieve agreed goals.
- **Consultation**  
We will undertake genuine consultation on key issues as part of our decision-making processes to improve the quality, accountability and transparency of those decisions.
- **Service**  
We will provide a culture in which our services respond to community needs and aspirations.

Creating a customer service environment is integral to the business of the Colac Otway Shire.

In a customer service organisation everyone, not just customer service staff need to be focused on the customer as everyone is part of the customer service chain.

11.2 Everyone who acts on behalf of the Colac Otway Shire is:

- *accountable for the quality of the service they deliver*
- *responsible for identifying and reporting any impediments to delivery of good customer service.*

11.3 **General Managers** are accountable for ensuring consistently high levels of customer service in their Departments.

*Management is responsible for acting upon any identified impediments to the delivery of good customer service.*

- 11.4 The **Organisation, Support and Development Department** is responsible for arranging any training and/or coaching on customer service and communication skills.

## 12. REPORTING AND COMMUNICATION

Council will communicate outcomes of our performance to Staff, Councillors and the Community through the Annual Report.

## 13. BREACH OF POLICY

Non-compliance with this policy will be determined through individual staff performance management.

Opportunity for re-training made available if required.

## 14. RELATED POLICIES/PROCEDURES/GUIDELINES

- Performance Management System
- Colac Otway Shire Style Guidelines
- Council Code of Conduct
- Colac Otway Shire Service Charter
- Staff Code of Conduct

## 15. POLICY IMPLEMENTATION

All staff will be responsible for implementing this policy. Managers and Supervisors will be responsible for monitoring their staff through the Performance Management System and contractors through contract monitoring processes.

## 16. ATTACHMENTS/APPENDIX

APPENDIX 1 – Performance Standards  
APPENDIX 2 - Telephone Protocols



## **APPENDIX 1 – CUSTOMER SERVICE PERFORMANCE STANDARDS**

### **Introduction**

One of Colac Otway Shire's organisational values is Service and a key objective is to ensure all staff are committed to being customer focused and embrace the Customer Service Performance Standards. These Performance Standards will ensure consistency and quality in our presentation, responsiveness to meet our customer's expectations, and accessibility to information.

In June 2004, a staff committee reviewed the current performance standards and integrated them into four organisational customer service responsibilities:-

1. Customer Interaction
2. Request Handling
3. Corporate Image
4. Information Management

These Performance Standards will guide our overall organisational customer service focus. Business Units may adopt site-specific standards to assist them to meet their particular customer expectations within their resources. These must be in line with the standards and the Shire's values.

Customer Service training and refresher courses will be made available to all staff annually or as required to ensure consistent standard of service delivery.

Customer Satisfaction is independently measured on an annual basis on all Councils throughout Victoria.

MERIT includes ongoing and agreed time lines for responses against each category and outstanding requests are monitored on a regular basis.

The Organisation recognises staff who comply with criteria set out in the Performance Standards through the Performance Management process. Council further recognises excellence in Customer Service through Reward & Recognition programs.

This document contains an explanation of the Performance Standards, how they are going to be measured and what actions staff can take to improve the overall organisational targets.

## 1. Customer Interaction

### Performance Standard Objective

To guide the way we interact with internal and external customers directly by telephone or personal contact.

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### Criteria

#### **Telephone Interaction**

- All telephone calls will be answered within 3 rings where possible.
- Council staff will identify themselves to callers, being courteous and professional at all times (*Refer to Appendix 2 – Telephone Protocols*).
- Telephone messages will be returned within 24 hours, wherever possible.
- Staff should answer other staff members' phones in their common group in their absence and assist the caller or take a message and record on MERIT.
- Where staff have use of a dedicated mobile phone, their office phone should be diverted to their mobile phone or message bank for short term absences.

#### **Customer Contact**

- When visiting Council premises, customers will be attended to without delay in a friendly, courteous, helpful and professional manner.
- Use the customer's name to help build rapport and diffuse tense situations.
- Show empathy and acknowledge the customer's concerns.
- Actively listen, take notes and tell the customer what you are going to do, and when they can expect a response. Be realistic, "only promise what you can deliver".
- Do not take comments personally – sometimes people may be angry at the system – not you personally.
- Do not argue or enter into dispute – remain calm, objective and professional.
- Do not blame other people, units or the customer.
- Staff will take responsibility for finding a resolution to the customers' enquiry and ensure the customer has a contact name for follow up.
- Staff will be responsive to requests for information.
- Staff will arrive on time for meetings and appointments.
- When absent, staff will use appropriate mechanisms to advise other staff when they will be available.
- Where a record of conversation form is used, staff are to ensure that it is filed electronically in the Library system.

### How Performance Standards will be Measured

By the Annual Customer Satisfaction rating for Council's interaction and responsiveness in dealing with the public. Customers are asked to rank Council's performance in the way they were treated with things like ease of contact, helpfulness and ability of staff, speed of response, and attitude. (Survey co-ordinated by the Office of Local Government).

Performance will also be measured through the organisation's Performance Management process.

### **How Staff can improve their Performance**

- Answer and return telephone calls promptly and identify yourself and the organisation.
- Treat all customers consistently and use a professional and friendly manner.
- Use Absence Text on your office phone indicating time/date of your return, or use message bank facilities during absences.
- Divert your phone to another staff member when you are on annual leave or away for a period of time longer than one day.
- Take messages for other staff in your common group and record on MERIT.
- Attend to all customers promptly.
- Provide timely, useful and accurate information.
- Listen to the customer's concerns.
- Be aware of the Dealing with Difficult Customer Behaviour clause in the Customer Services Policy.

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## 2. Request Handling

### Performance Standard Objective

To guide the way we deal with and respond to internal and external requests, and action items arising from meetings.

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Our aims are to:

- Provide an easy mechanism through which a customer or staff member can make a request.
- Recognise the community and staff have a right to make a request and that this should be seen as a positive and constructive process.
- Ensure that staff are committed to responding to the requests of other staff members, our customers, the Council and the wider community.
- Ensure all internal and external requests, including action items from minutes are entered in MERIT and are acted upon within designated timeframes.

### Criteria

- Staff who handle requests, either in writing, over the telephone, or face-to-face, which require any further action should enter the request into the MERIT System so that the requests can be recorded and tracked.
- When you are absent for extended periods, ensure your MERIT requests are actioned by another officer.
- Discretion is to be used as to whether the customer is asked to put a request in writing.
- Take personal responsibility for the request and provide a contact name for follow up.
- Requests for information should be distributed within 1 working day of the request.
- Attempt to resolve the request at the time. It is acknowledged that many requests take time to resolve. If it is not possible to deal with the request immediately, make a commitment to resolve the matter within a timeframe that is realistic and agreed with the customer. Note the expected completion times are programmed into the MERIT system.
- Give the customer options to consider when negotiating a resolution to a request.
- Once resolved, and if appropriate, confirm in writing what the resolution is. If any actions are required, make sure you complete them.
- Conclude or complete a verbal or written enquiry or request by thanking the customer.
- Regularly inform the customer on the progress of matters that cannot be resolved in a given short time frame.
- If a request is received by letter, it may be appropriate to call the person involved to find out more information or to advise that the matter is being investigated.
- If the customer is still not happy at the end of the process, explain that you will refer it to your Team Leader/Manager/ General Manager. Prior to briefing your Manager ensure that MERIT is updated with the latest information.

### **How Performance Standards will be measured**

- Executive and Managers will regularly monitor outstanding requests through reports generated from MERIT.
- By the Annual Customer Satisfaction rating for Council's interaction and responsiveness in dealing with the public. Customers are asked to rank Council's performance in the way they were treated with things like ease of contact, helpfulness and ability of staff, speed of response, and attitude. (Survey co-ordinated by the Office of Local Government).
- Performance will also be measured through the organisation's Performance Management process.

### **How Staff can Improve their Performance**

- Recognise that requests can provide constructive information through which we can improve our service and performance.
- Listen, remain calm and professional and always treat the customer with respect.
- Take responsibility for resolving the request, including finding information from other work areas.
- Negotiate with the customer to provide a response within an agreed timeframe.
- Keep the customer informed of progress if a matter takes some time to resolve.
- Log all customer requests which require any further action on MERIT.
- Log all actions from minutes on MERIT.
- Ensure you check your MERIT requests regularly and respond to requests within the agreed timeframes as stated in the MERIT system.

### 3. Corporate Image

#### **Performance Standard Objective**

To present a professional approach when interacting with our customers both in person, over the telephone and through written correspondence; and to ensure the clean, tidy and neat image of our Customer Service areas.

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#### **Criteria**

##### ***Presentation***

- Ensure all areas especially areas in public view are clean, tidy and professionally presented.
- Staff will present a professional image in appearance (full uniform where required) and have a high standard of personal presentation (well groomed).
- Staff will wear Council name badges or identification when dealing with external customers or when representing Council.
- No food, drink (other than water) or chewing gum will be consumed by staff in Customer Service or areas in public view.
- All signage on walls to be professionally presented.
- Conference/meeting rooms and Staff rooms are to be left in a neat and tidy manner by users, including ensuring all food and drink is removed.

##### ***Written Correspondence, Agendas & Minutes***

- Standard templates and Corporate Style Guidelines will be used for all correspondence, agendas and minutes.
- When preparing correspondence, all staff will ensure:
- layout complies with Corporate Style Guidelines
  - contact name and phone number is provided
  - a professional and personal tone is used
  - the correct greeting is used
  - letters are signed
  - correspondence is free of spelling, grammatical and typing errors
  - all attachments are enclosed
  - "With Compliments" slips are attached when appropriate
  - envelopes are addressed correctly and typed
  - Corporate forms should be printed on Corporate Form paper (available from DMS).

##### **How Performance Standards will be Measured**

Customer Service staff will regularly ensure that public areas are clean, tidy and neat and information brochures and documents are up to date. Team Leaders and Managers will also monitor staff presentation to ensure a professional image is conveyed to our customers.

It is essential that correspondence is written in a professional and accurate manner following the criteria set out above. Executive and Managers will monitor response times to written requests using reports generated through the MERIT system.

Every quarter, Document Management Services Business Unit will review random items of outgoing correspondence for compliance with the Corporate Style Guidelines, template used, spelling/grammar checked, envelopes typed, letters signed and copy filed in Teamware Library (to be further discussed).

Performance will also be measured through the organisation's Performance Management process.

### **How Staff can Improve their Performance**

- Ensure all areas have a clean, tidy and professional appearance.
- Ensure work areas and meeting rooms are kept tidy and clear of clutter.
- Attend to all customers promptly and present a friendly and professional approach when dealing with customers.
- Staff members are appropriately presented with name badge or identification.
- Provide timely useful information.
- Use Microsoft Word templates and Corporate Style Guidelines to guide layout, font size, text, addressing etc.
- Use a professional and personal tone of writing.
- Use spell check and proof read all outgoing correspondence.
- Ensure attachments are enclosed with correspondence.
- Make sure all envelopes are correctly addressed and typed (either directly or using labels).
- Make sure all written requests are responded to within specified timeframe.
- When you are away for extended periods ensure your MERIT requests are actioned by another officer.

## 4. Information Management

### Performance Standard Objective

To ensure our customers have access to relevant and accurate Council information and services.

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### Criteria

- Ensure the most relevant media is used to inform our customers through advertising, media releases and news columns.
- Ensure that web site and intranet information is up to date, relevant and accurate.
- Ensure brochures, directories, public documents and other publications are available from our Customer Service Centres in Colac and Apollo Bay and available via the Internet.
- Inform our customers of Council's performance through our Annual Report.
- Circulate information to new residents through our New Residents Kit.
- Incoming information will be managed and distributed daily.
- Ensure accurate and complete information is maintained in the Teamware Library system, Corporate Library and hardcopy files.
- Ensure information contained within the Colac Otway Shire Databases is maintained.
- Ensure the organisation's induction program is made available to all new staff.
- Ensure an induction program is made available to staff who transfer within the organisation.

### How Performance Standards will be Measured

The Public Relations Co-ordinator will conduct quarterly audits of website and intranet information to ensure information is up to date, relevant and accurate. All Business Units are responsible for ensuring their information is correct and up to date.

The Public Relations Co-ordinator will regularly review brochures, directories, public documents, New Residents Kit and other publications to ensure availability, relevance and accuracy.

The Annual Report will be made available to our customers and residents.

Document Management Services Business Unit will conduct quarterly reviews to ensure staff are using Teamware Library effectively.

Performance will also be measured through the organisation's Performance Management process.

### How Staff can improve their Performance

- Regularly review relevant web site and intranet pages and provide up to date, relevant and accurate information to the Public Relations Co-ordinator.
- Provide the Public Relations Co-ordinator with information to be included in media, brochures, public documents and other relevant publications.
- Contribute information to Council's Annual Report.
- Participate in training and refresher workshops on Teamware Library system.
- Ensure all relevant incoming and outgoing corporate documents, correspondence, faxes, e-mails and information are stored in the Teamware Library system.



## **APPENDIX 2 - TELEPHONE PROTOCOLS**

### **Section 1: PURPOSE**

- (1) Colac Otway Shire staff make and receive many telephone calls each day. Telephone contact is one of the most important communication points for the Shire.
- (2) These protocols present basic guidelines for staff in terms of managing telephone calls and establishes some standards and practices with the use of technical features of telephone services. It aims to ensure that telephones are answered in a welcoming, consistent and informative manner that gives a positive and professional impression of the Shire.
- (3) To improve staff professionalism when managing customer enquiries over the telephone and to minimise the time taken to respond to and conclude an enquiry to the customer's satisfaction.

### **Section 2: Policy Statement**

- (4) The Shire's policy is to answer all telephone calls in a welcoming and professional manner that conveys confidence to the caller that their enquiry is valued and that they will be acknowledged and responded to within a stipulated timeframe.

## **Part A – Telephone Answering Protocols**

### **Initial Answering**

- (5) It is important that telephones are answered within three rings and that when you answer an external call you should welcome the caller using the following phrase *“Good morning/afternoon, Colac Otway Shire, this is (first name)”*. A professional manner and friendly tone of voice should be demonstrated.
- (6) Telephones should not be left to ring out. Where a telephone is unattended, arrangements should be made with other staff or call forwarding.

### **Placing a Call on Hold**

- (7) Always ask the customer’s permission to put them on hold and thank them for waiting. Make sure you get back to the caller every 30 seconds and ensure the caller is to be placed on hold for no longer than 2 minutes. The hold or “park” facility on phones will ensure the customer can not hear any office noise.

### **Transferring a Call**

- (8) Always ask the customer’s permission to transfer them to the appropriate officer. The customer should be advised who they are being transferred to and the area/department. Always advise the person you are transferring the call to of the caller’s name and the nature of their enquiry to allow the staff member to be prepared. If the officer is absent from their phone/office, advise the caller **“they are unavailable”** and offer to take a message or transfer to another staff member.

The officer is not “out to lunch”, “on their RDO”, “not here right now” or “around somewhere”.

Customers should not be transferred more than once wherever possible.

### **Forwarding/Diversion of Calls**

- (9) All telephones have the capacity to redirect an incoming call to another telephone. Where calls are being intentionally forwarded to another staff member, the name of the staff member and their number should be provided to the caller. Calls should be diverted to another staff member within the particular department wherever possible.
- (10) Calls should not be transferred more than once but if a staff member receives a call that has come to them in error and it is obvious that the caller has been transferred more than once then the staff member should take down the details and get an appropriate staff member of the Shire to return the call. The only exception to this should be where the recipient of the call can make direct and immediate contact with the correct staff member and there is certainty that the call will not have to be transferred again. Calls should not simply be redirected to reception.
- (11) Where a staff member is away from their workplace and in appropriate circumstances needs to use call forwarding, it is essential that the person to receive the calls is aware of that and is available and willing to take the calls.
- (12) Call forwarding to mobile telephones may be appropriate in particular circumstances and decisions need to be taken having regard to the needs, balanced against the cost to the Shire. The forwarding of telephone calls to mobile phones is a more expensive option and should be avoided where possible.
- (13) If calls are forwarded to the Customer Service Unit, staff are to ensure that the Absence Text option is also used.

### **Answering of Other Staff Phones**

- (14) The telephone system is set up in such a way that common groups have the ability to answer each others phone easily and simply. People in the differing groups should answer calls in their own areas. If a phone call is not answered it will direct to the Customer Services Unit who will take a message and submit a MERIT request.

Staff should use the Absence Text option on their phone to let internal callers know details of their absence ie. when they will return or that they are away for the day etc.

It is ineffective to answer a telephone call in an area that you do not work unless your desk is close to another area and you have a good understanding of issues. It is more effective to allow the call to transfer to customer services who will then take the message and submit a MERIT request.

### **Ending a Call**

- (15) Always thank the customer for calling and finish the call on a positive note. For external calls allow the customer to hang up first.

### **Returning a Call**

- (16) All calls should be returned within 24 hours wherever possible.

### **Absence Text**

- (17) In your absence, your phone must be diverted to another staff member or your mobile number (for short term absences) and enter a time/date text message advising when you will be returning on your office phone.

A time/date message allows staff to look at your phone or to ring your line and see when you are returning.

### **Mobile Phone Message Bank**

- (18) It is your responsibility to ensure that your message bank facility is set up with a message similar to the following:

***“Thank you for calling (your full name) of the Colac Otway Shire. I am unable to take your call at the moment. Please leave a message after the tone and I will return your call as soon as possible.”***

## **Part B – Role of Customer Services/Reception**

- (19) Customer Services/Reception operates the general Shire telephone number 03 5232 9400. The role of Customer Services/Reception is to answer incoming calls to the Shire in a positive and informative manner and refer them to the appropriate units within the Council. The Customer Services Unit assists both external callers and Shire staff with their general telephone enquiries.
- (20) To undertake its role effectively the Customer Services Unit must be advised where there are significant changes or disruptions to unit telephones. For example where the entire staff of a unit will be away from their area (eg training, meeting) it is essential that customer services be notified in advance. Also where a special interest issue has arisen that is likely to prompt increased calls to the Shire, the Customer Services Unit should be briefed on the appropriate forwarding of the calls and advised of relevant information to provide to customers.

### **Part C – Responsibilities of Supervisors and Staff**

- (21) Managers/Supervisors are responsible for ensuring that all staff who have significant telephone answering duties attend training as required and are aware of the telephone procedures.
- (22) Managers/Supervisors need to ensure that callers are managed in a professional and informed way.
- (23) Managers/Supervisors are responsible for ensuring that their units have in place procedures to manage calls, particularly where staff are absent from the workplace.
- (24) Managers/Supervisors and individual staff members have a responsibility to ensure that the Customer Services Unit are advised where the staff phone list is not up to date.
- (25) In terms of use of Shire telephones for personal purposes, staff should adhere to the principles outlined in the Code of Conduct and also in the Telephony Policy (Operational).

### **Part D – Mobile Telephones**

- (26) Approved staff are provided with mobile telephones by the Shire. Criteria and usage of mobile telephones are provided in the Telephony Operational Policy.

### **Part E – How Staff Can Improve their Performance – Summary**

- (27)
  - Answer and return telephone calls promptly and identify yourself and the organisation.
  - Treat all customers consistently and use a professional and friendly manner.
  - Use absence text on your office phone indicating time/date of your return or use voicemail or message bank facilities during absences.
  - Divert your phone to another staff member when you are on annual leave or away for a period of time longer than one day.
  - Take messages for other staff in your area and record in MERIT where appropriate.
  - Attend to all customers promptly.
  - Provide timely, useful and accurate information.
  - Listen to the customer's concerns.
  - Staff to respond to being paged in less than 1 minute.
  - Phone calls are returned within timeframe agreed with customer.
  - Improve in the way you deal with "difficult" customers.



# SERVICE CHARTER

## Our Vision

*Colac Otway is naturally progressive  
and strives to achieve the best possible  
social, economic and environmental  
outcomes to create a vibrant,  
liveable community.*

*September 2008*

## INTRODUCTION

At Colac Otway Shire Council our commitment is to ensuring that everyone using our facilities or services receives quality, efficient and responsive service.

This charter is one of the ways in which we will achieve a consistently high service standard.

The charter contains all the details required to enable a customer to access a particular service, and clearly defines the customer's right to redress should Council fail in the delivery of that service.

## HOW DO YOU ACCESS COUNCIL SERVICES?

### SERVICE CENTRES

The Colac Otway Shire Council has two Service Centres:

#### **Colac**

2-6 Rae Street

Colac Victoria 3250

Telephone: 03 5232 9400 (24 HRS)

Telephone: 03 5237 7366 ( for Apollo Bay residents wishing to call Colac Office for the price of a local call)

TTY (Telephone Typewriter): 03 5231 6787

Facsimile 03 5232 1046

Hours: 8.30 am - 5.00 pm, Monday to Friday

#### **Apollo Bay**

69 Nelson Street

Apollo Bay Victoria 3233

Telephone: 03 5237 6504 local call

Facsimile: 03 5237 6734

Hours: 8.30 am - 1.00 pm, Monday to Friday

### TELEPHONE

Telephone (24 HOURS) 03 5232 9400

Between 8.30am – 5pm Monday to Friday this number will be answered by a telephonist or by a recorded message which will give you the opportunity to be called back by a council officer or to be placed in a queue. Outside these hours the number will be answered by a paging service that will have your request referred to the most appropriate council officer.

### EMAIL

[inq@colacotway.vic.gov.au](mailto:inq@colacotway.vic.gov.au)

### WEBSITE

[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

### POSTAL ADDRESS

Colac Otway Shire

PO Box 283

Colac Victoria 3250

## COUNCILLORS

|                  |              |                |
|------------------|--------------|----------------|
| Cr Chris Smith   | Colac Ward   | 5235 1255      |
| Cr Tony Graham   | Colac Ward   | 0419 35249     |
| Cr Fran Lehman   | Colac Ward   | 5231 3965      |
| Cr Peter Mercer  | Murray Ward  | 5236 6246      |
| Cr Joe Di Cecco  | Otway Ward   | (bh) 5237 7999 |
| Cr Carol Wilmink | Otway Ward   | 5237 6987      |
| Cr Warren Riches | Warrion Ward | 5234 8206      |

## OTHER COUNCIL SITES/BUSINESSES

### **Aged & Disability Services**

6 Murray Street, Colac 5232 9420

### **Apollo Bay Harbour**

Breakwater Road, Apollo Bay 5237 6614

### **Bluewater Fitness Centre**

118-134 Hearn Street, Colac 5231 4398

### **Colac Livestock Selling Centre**

Colac Ballarat Road, Irrewarra 5231 3868

### **Colac Visitor Information Centre**

58 Queen Street, Colac 1300 689 297 (1300 Otways)

### **Colac Otway Performing Arts and Cultural Centre (COPACC)**

Cnr Gellibrand and Rae Street, Colac COPACC Hire 5232 9504

### **Depots**

Colac, 140 Pound Road 5232 9494

Apollo Bay, 69-71 Nelson Street 5237 6704

Gellibrand, Link Road 5235 8327

### **Great Ocean Road Visitor Information**

100 Great Ocean Road, Apollo Bay 1300 689 297 (1300 Otways)

Other phone numbers of other locations are in the local telephone directory or the Colac Otway Directory.

## **HOW IS INFORMATION ABOUT COUNCIL SERVICES COMMUNICATED?**

We will use local media including print and electronic to regularly inform the community of new initiatives and services.

### **Language used**

We will provide information in plain English. We will ensure that non-English speaking members of our community have access to a translation service where required.

### **Displays**

Information on services is openly displayed and readily available at the Colac and Apollo Bay Service Centres.

### **Disability Access**

Council recognises that providing good access to all venues is an important part of building more inclusive communities. All Council Customer Service Centres will be accessible to people with a disability.

Information about Council services will be available in a range of formats including large text.

Educational programs will continue to outline the requirements of the Disability Discrimination Act 1992 and other relevant disability legislation throughout the organisation.

### **Advertising**

The community will be kept informed by Council through public notices in The Colac Herald and where appropriate in The Echo, The Colac Extra, The Otway Light, The Apollo Bay News, The Cressy Newsletter, The Birregurra Mail and Beeac Country News.

### **Public Notices**

Public notices of draft documentation that is available for comment, is placed on Council's website at [www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au) and on community notice boards at these post offices:

- Apollo Bay, 155 Great Ocean Road
- Beeac, 65 Main Street
- Birregurra, 65 Main Street
- Cororooke, 540 Corangamite Lake Road
- Forrest, 33 Grant Street
- Gellibrand, 16 Main Road
- Lavers Hill, 2-6 Great Ocean Road
- Wye River, 35 Great Ocean Road



### **News Columns – Colac Otway Shire News**

Council publishes news columns through the local media. These can also be found on the Colac Otway Shire web site.

### **Internet**

Council provides information on its web site, which can be found at [www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

### **New Resident's Kit**

The new resident's kit containing information about Council services is available to all new residents.

### **Community Directory**

Information on Council services is included in the Regional Friendly Directory, which is delivered annually to all residents.

### **Council Meetings**

The public are welcome to attend Council meetings, which are held on the 4th Tuesday of each month commencing at 3pm. A detailed schedule is available on Council's website.

## **HOW CAN YOU INFLUENCE COUNCIL DECISIONS?**

### **Contact Customer Service Centres**

The public can contact the Council at the Colac and Apollo Bay Service Centres.

### **Public Forums**

Council actively seeks input from the community and industry groups through public forums.

### **Community Satisfaction Surveys**

Colac Otway Shire participates in the annual Community Satisfaction Survey conducted on behalf of the State Department for Victorian Communities. A minimum of 350 telephone interviews are conducted with residents asked to rate the municipalities performance on an overall basis as well as for specific services, customer service and community representation on key local issues.

### **Input into Draft documents**

Draft information which is on public display and available for public comment can be obtained from the Colac & Apollo Bay Service Centres and the Colac Library. The information is also available on Council's website.

### **Councillors**

Councillors are available for consultation and can be contacted on the numbers provided on page 3.

### **Lodging a Submission or Objection**

Where legislation provides for a submission or objection to be lodged we will advise the community of their right to do so and the method to use. Please call us on 52329400 for further information.

## HOW DO YOU MAKE A REQUEST OR ENQUIRY?

We have a Customer Action Request System to record and action enquiries and requests . To log a request or enquiry on this system:

- please visit the Colac or Apollo Bay Service Centre;
- call 5232 9400;
- email us at [inq@colacotway.vic.gov.au](mailto:inq@colacotway.vic.gov.au)
- complete the investigation form attached and return by mail or by fax.

### Your Contribution

In order for Council to meet Council's customer service standards you are asked to:

- provide complete, accurate and detailed information including your full name and contact details to the Council's Officer when you first contact the Council;
- treat our Officers respectfully and courteously;
- provide clear details of your request including location;
- focus on the facts of your request so that the Council's Officer is able to gain a clear understanding of your needs and concerns; and
- Inform the Council's Officer if and when there is a change to the status of your enquiry.

### Your Rights

You have the right to expect that:

- you will receive courteous, professional and friendly service at all times.
- in respect to each Council service, you will be informed of:
  - the services that we will provide and how we will provide them
  - the standards you can expect
  - the rights and obligations you may have as a user of these services
  - how any concerns and complaints will be handled
  - your right to redress if the service standards are not met.
- your enquiries, requests and complaints will be dealt with appropriately and within a reasonable time;
- your dealings with Council will be treated with the utmost discretion and confidentiality;
- the information provided to you will be accurate, timely and complete;
- we will provide opportunities for you to comment on and make suggestions about our services;
- You will be kept fully informed about Council policies, decisions, actions, services and facilities.

## **Redress**

- The Colac Otway Shire Council is committed to continuous service improvement and believes that if Council fails to meet its Service Standards, compensation or monetary restitution would not be appropriate.
- Should any service fail to meet its service standard, a formal reporting process will occur, in which you will be provided with a copy of the Complaints Handling Policy and the procedure to be implemented to prevent recurrence.

## **Consultation and Accountability**

We will:

- establish mechanisms for, and will welcome, your feedback, as it will provide us with the opportunity to improve our service;
- publish and make readily available copies of this charter;
- respond to comments forwarded using the contact points listed under accessing Council Services; and
- review this charter on a regular basis.

## **CUSTOMER SERVICE CHARTER AND GUARANTEE**

We have established standards for a number of our services to you. This charter outlines the standards that you can expect, how you can measure whether Council is achieving the specified standards, what will occur if we fail to meet the specified standard, and the rights and obligations you may have as a user of these services. For further information on Customer Services, Council's Customer Service Policy is available on request.

### **Accessibility**

- ❑ Council can be contacted 24 hours 7 days per week by calling 03 52329400.
- ❑ We will ensure that all residents can use our 24-hour number at the cost of a local call.

### **Consultation**

- ❑ All draft policies, strategies, local laws and other documents as determined by the Chief Executive Officer will be on public display seeking comment in line with Council's Consultation Policy.

### **Visitor Acknowledgment**

- ❑ When visiting the Service Centres at Colac or Apollo Bay our aim is to acknowledge you within 20 seconds.
- ❑ When visiting the Service Centres at Colac or Apollo Bay our aim is to attend to you within 3 minutes.

### **Telephone**

- ❑ Telephone calls will be answered in a courteous and prompt manner.
- ❑ Telephone calls will be returned within 24 hours, wherever possible.

### **Correspondence**

- ❑ A response to written request will be made within 7 working days. However, if a resolution takes longer due to the complexity of the issue, regular updates on progress will be provided.
- ❑ When you have made a request which has had to be referred to a Council Meeting you will be informed of the outcome, in writing, within 5 days of the decision being made.

### **Accounts**

- ❑ Creditor payments will be made within 28 days of receipt of the invoice.

## **GUARANTEE NON-COMPLIANCE**

We are committed to improving the quality of our service. If you believe we have not met the above guarantees please complete the non-compliance form attached and return it to either of our Service Centres.

Failure on any part of Council to meet its guarantees will result in the following:

- Immediate referral of the issue to the relevant General Manager; or
- If the issue is complex an Investigations Officer will be appointed to resolve the matter. This will include direct customer contact, within 1 business day of Council receiving the non-compliance form, to outline the investigation process.

## INVESTIGATION REQUEST

I request that Council investigate the following issue:

**Location** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Information Request

I request information about the following service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Please contact me directly

Yes  No

If yes, my particulars are:

**Name** \_\_\_\_\_  
\_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone** \_\_\_\_\_  
\_\_\_\_\_

**Date** \_\_\_\_\_  
\_\_\_\_\_



## CHARTER NON-COMPLIANCE FORM

Please indicate which of the guarantee areas you believe non-compliance has occurred (tick the appropriate box).

### Accessibility

- Council can be contacted 24 hours 7 days per week by calling 03 52329400.
- We will ensure that all residents can use our 24-hour number at the cost of a local call.

### Consultation

- All draft policies, strategies, local laws and other documents as determined by the Chief Executive Officer will be on public display seeking comment for at least 28 days from the date of advertising.

### Visitor Acknowledgment

- When visiting the Service Centres at Colac or Apollo Bay our aim is to acknowledge you within 20 seconds.
- When visiting the Service Centres at Colac or Apollo Bay our aim is to attend to you within 3 minutes.

### Telephone

- Telephone calls will be answered in a courteous and prompt manner.
- Telephone calls should be returned within 24 hours wherever possible.

### Correspondence

- A response to written request will be made within 7 working days. However, if a resolution takes longer due to the complexity of the issue, regular updates on progress will be provided.
- When you have made a request which has had to be referred to a Council Meeting you will be informed of the outcome, in writing, within 2 days of the decision being made.

### Accounts

- Creditor payments will be made within 28 days of receipt of the invoice.

Issue \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Officer You Dealt With \_\_\_\_\_

Your Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

- Is additional Information Attached?

*Thank you for your request*



**Risk Management & Compliance Issues**

Schedule 10 of the Local Government Act provides the power for a Council to “approve, assign or change the name of a road”.

**Environmental Considerations**

Not applicable.

**Communication Strategy/Consultation**

The new proposed names have been advertised in local newspapers and previous submitters and owners of property abutting the roads in question have been given written notification of the new proposed names and their right to make further submissions.

**Implementation**

The above advertising and notification has been undertaken.

A report will be prepared for the October Council meeting detailing the various recommendations on proposed road names.

**Conclusion**

This information be received and noted.

**Attachments**

Nil

**Recommendation(s)**

***That the report on the Road Naming Project Update be received and noted.***

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Subsequently the Club have formally requested Council financial assistance to the project with respect to the \$16,000 GST amount.

At the time of compiling this report the Club have confirmed that the contract has been confirmed by the Club with A and E Berry Pty. Ltd and works commenced on Monday 15 September 2008. The works are expected to be completed within four weeks.

The Cressy Bowling Club Inc. received support through letters of support from Darren Cheeseman MP, Barwon Water, Rokewood Primary School, Cressy Primary School, Beeac Primary School, Victorian Bowls Association (including Ladies Committee), Terry Mulder MLA, Corangamite Shire, Cressy and District History Group Inc. and the Cressy and District Action Group. Several members have pledged funding towards the project and Naming Rights have been allowed as a sponsorship package to Mortimer Petroleum of which funding is to be contributed to the project.

### **Corporate Plan/Other Strategies/Policy**

This project is consistent with the Council Plan and the 2006-2010 Colac Otway Recreation Strategy which both make reference to the provision and maintenance of a range of facilities, programs and services for the community. The Cressy Bowling Club Inc. provides important social and recreation opportunities for Cressy and regional residents for all ages. Recognising the recent demise of the community facilities in Cressy, the Cressy Bowling Club Inc. is a key facility providing social connectedness for many nearby residents. The Club have developed collaborative programs with nearby schools and other community groups. The Club is not restrictive to age or abilities.

### **Issues/Options**

Council and other Government funding bodies typically do not fund retrospectively. However the Cressy Bowling Club Inc. has maintained communication with Council, Club members and the community over the past 12 months regarding this project. The Club have continued to work towards their target and this is evident with the significant fund raising achieved for the project.

The Cressy Bowling Club Inc. is on Crown land and is managed through a Committee of Management through the Department of Sustainability and Environment.

The completion of this project will have significant cost saving and resource improvements as a result of less maintenance and water use.

It should be noted that there are no other state or federal government funding opportunities at this present time that would be applicable to this project, particularly in light of the secured project contract commitments.

In supporting this request a precedent will be set with regard to seeking Council funding retrospectively. Council officers are aware of other similar projects being managed by Clubs which are likely to seek similar funding.

There are 3 options;

1. Advise the Club, Council is unable to allocate the \$16,000 as requested by the Cressy Bowling Club Inc. acknowledging this contribution is retrospective to the commenced project.
2. Allocate \$16,000 to the Cressy Bowling Club Inc. recognising the Clubs original request to Council and intent to have three funding contributors, the clubs fund raising achieved to date and the cessation of the Federal Government funding program which was out of the control of the Club.

3. Allocate \$16,000 via an interest free loan to the Cressy Bowling Club Inc. on the basis of an agreed repayment schedule.

**Proposal**

It is proposed that Council allocate the requested \$16,000 to the Cressy Bowling Club Inc. to assist the Club with the redevelopment of their facility greens specifically installing synthetic turf which will have a significant impact to reduce water use.

**Financial and other Resource Implications**

Council officers have provided support to the two clubs in developing their project scope however the Cressy Bowling Club Inc. have been very proactive and motivated in developing the project and raising their funding contributions.

It should be noted Council have not contributed any officer support to the project implementation. The Club have solely managed the project material selection, timelines and contractual arrangements.

The Cressy Bowling Club Inc. have received Council funding previously through the Council community grants program to undertake minor facility improvements. The Cressy Bowling Club Inc. has acquitted each of these funding agreements as required.

It should be noted that there is no funding available in the current latest forecasts.

It is proposed that the requested \$16,000 will be allocated from variances throughout the year. This will be reflected in the monthly reports to Council.

**Risk Management & Compliance Issues**

Risk management and compliance issues have been closely assessed in considering project options for the Club in light of the reduced funding opportunities. If Council were to project manage the project it would need to be managed in accordance with Council Contracts Policy which would require calling for tenders which would impact on project costs and timelines.

Risk management and compliance requirements of the actual project have been identified and managed by the Club and contractor to date.

**Environmental Considerations**

It is estimated that over the past 12 months the Cressy Bowling Club Inc. have used 1.333 million litres of water to maintain their bowling greens. An estimated 200,000 litres of which were used for the clubhouse requirements. This is not sustainable for the Club. A total of 1.1million litres are estimated to be saved through installation of the synthetic (needle punch synthetic carpet green) greens. It is evident that the proposed conversion will have significant positive environmental impacts immediate to installation.

Maintenance requirements on the greens are expected to be reduced by 80% through the installation of the synthetic greens. This will have significant impact on the aging volunteers who currently assist.

**Communication Strategy/Consultation**

The Club have maintained communication with Council's Recreation and Economic Development Officers to provide regular project updates and to seek any funding opportunities as they arose.

**Implementation**

The redevelopment works commenced Monday 15 September 2008 and the requested funding sought from Council will assist the club and alleviate financial burden placed on Club members to meet the project costs.

**Conclusion**

The Cressy Bowling Club Inc. project to redevelop the greens from turf to synthetic is a positive long term environmental approach by the club. Unfortunately proposed Federal Government funding did not proceed and this has left the Club with significant financial burden. The Club have undertaken everything within their capacity to meet the funding of this project and this current request to Council alleviates the financial burden to the Club members and recognises the effort and commitment made by the club.

**Attachments**

Nil

**Recommendation**

***That Council allocates \$16,000 to the Cressy Bowling Club Inc. as Council's contribution to the redevelopment of the Club's turf greens to synthetic to reduce water use and volunteer maintenance of the greens.***

-----~ ~-----

**OM082309-13 POSITIVE AGEING STRATEGY**

AUTHOR: Greg Fletcher  
DEPARTMENT: Corporate and Community Services

ENDORSED: Colin Hayman  
FILE REF: GEN:00498

**Purpose**

For Council to adopt the Positive Ageing Strategy Research Paper and Action Plan 2008-2012.

**Background**

A report was presented to Council at its Meeting in July 2008 recommending that Council receive the draft Colac Otway Shire Positive Ageing Strategy Research Paper and Action Plan 2008-2012 and seek public submissions and comments on the documents. These documents focussed on the following six key themes and opportunities within each theme:

*The Age to be Valued*

- Update the relevant policy platform to confirm Council's commitment to positive ageing.
- Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership.
- Improve the portrayal of older people in the media and government publications.
- Provide greater opportunity for intergenerational programs.

*The Age to be Involved*

- Work towards provision of an age-friendly built environment.
- Improve access to transport opportunities throughout the Shire.
- Improve access to the internet throughout the Shire.
- Improve access to community events throughout the Shire.

*The Age to be Productive*

- Improve access to volunteer opportunities.
- Improve access to the work force.

*The Age to be Active*

- Improve communication and marketing of services and opportunities available to older people.
- Facilitate a more integrated approach to the provision of services and opportunities.

*The Age to be Consumer Wise*

- Provide a series of consumer wise information sessions and publications.

*The Age to be Cared for*

- Improve access to appropriate housing.
- Improve access to health services, especially considering outlying areas.
- Expand on the provision of health promotion opportunities.

Council received one submission on the documents.

**Council Plan/Other Strategies/Policy**

A shire wide community priority outlined in the 2005-2009 Council Plan is "Assess the impact and demand implications of an ageing population". As part of this priority a Positive Ageing Strategy has been developed.

The Municipal Public Health Plan recommends the provision of a positive ageing strategy as one of its "Health and Wellbeing" priorities.

A number of strategic documents impact older people in the community.

**Issues/Options**

Comments provided in the submission stated:

*"I must first of all congratulate you and your staff for this excellent document. As an older person living in the community it is good to know that we are being considered. There are a few areas which I would like to draw to your attention.*

- There is a real need for improved train service to Geelong. This would improve access to health facilities not available in Colac. I understand that there was a one time bus, that went once a week to Geelong, allowing access for shopping and this appears to have been discontinued perhaps it is time it was recommenced.*
- Improved Chemist facilities. Both chemists I understand are owned by one group not good for competition. It is a fact that chemist supplies are much cheaper in Geelong but access is difficult for many people.*
- Information from Council is required regarding services available to older people. This would enable older residents to remain in their own homes with appropriate assistance.*
- Services for older ethnic people will be required in the future taking into account that as people get older they may not have the same command and comprehension of English.*
- Bus transport is a must looking at services to the new library if and when it is constructed and also services to the fitness centre.*
- There should be a bus stop located within or at least just outside all aged care facilities. To expect older people to cross a busy road to gain bus access is not good practice.*
- I note in your document you refer to the increased use of scooters. There is a real need for a program to teach people how to safely use these scooters. Local Government has such a program.*
- Teaching the use of internet and computers excellent but some programs are also required to teach older people the use of new electronic gadgets.*

*Again I commend you and your Council for the preparation of this document and look forward to its implementation."*

In response to this submission each area will be discussed in order.

- Council's Transport Connections project will be mapping services and identifying service gaps and needs of the community (page 9). The ageing population was identified as a priority for this project and will be invited to comment on transport needs. A Friday weekly bus to Geelong is organised by Council's Community Transport service for older people who meet the Home and Community Care criteria and is used for medical, visiting, and specific needs. This is a door to door service conducted on a prior booking arrangement. If there are no bookings then the service is not provided for that week. If due to low numbers, where a bus is not required, a door to door car service is provided.

- This comment is noted. Access may be available through the Community Transport weekly bus service to Geelong.
- Information is already provided to the community in general information through the media and by newsletters and handbooks to around 700 service recipients. The strategy mentions improving communication and marketing of services and opportunities available to older people (page 11).
- Council is required to review community needs and prepare a Cultural Planning Tool for Aged & Disability Services on a regular basis.
- In the most recent review of the bus service within Colac, it was recommended that the bus route be changed to drive past the Beechy Precinct entrance. The bus stop at the Bluewater Fitness Centre will remain.
- Bus stops have been located close to a number of aged care facilities. Those bus stops located across the road from an aged care facility have been noted and will be considered in future reviews.
- Motor scooter safety is an issue that could be included in the mobility scooter use and maintenance information sessions and publications (page 12).
- Providing sessions to support older people to be consumer wise, in particular for new electronic gadgets, is inferred under the heading of technology (page 12).

In responding to this submission it is not considered necessary to change the content of the documents.

### **Proposal**

For Council to adopt the Positive Ageing Strategy Research Paper and Action Plan 2008-2012.

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

Council allocated \$20,000 to the development and distribution of the Strategy.

Responsibility for funding the Action Plan will rest with Council.

The Action Plan suggests that funding partnerships be arranged with local agencies to provide programs and services for older people where appropriate. Budgets for year 1 initiatives will be fully dependant on the sourcing of external funding where required. Years 2, 3 and 4 objectives will be dependant on funding from external sources or Council's budget processes. Some of the objectives will be undertaken using current resources.

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

The issues of Risk Management will need to be considered in any proposed actions arising from the Strategy.

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

The Action Plan notes objectives in improving access to transport opportunities.

### **Communication Strategy/Consultation**

A key aspect in the development of the Research Paper and Action Plan has been community consultation. Eight community consultation sessions were held during January and February 2008 with 104 community members attending.

It is proposed that the Research Paper and Action Plan will be available on Council's website. Copies of each document will be printed and distributed to all groups and agency representatives who were involved in the consultation phase and made available for the general community.

A brochure outlining the Positive Ageing Strategy will be printed and distributed in numbers to those involved in the consultation phase and to the wider community. A copy of the brochure is included for Council information.

### **Implementation**

It is proposed that the actions requiring resources, identified for the first year of the strategy, be implemented where funds have been accessed from external providers.

### **Conclusion**

The Colac Otway Shire Positive Ageing Strategy Research Paper and Action Plan 2008-2012 has been developed after an extensive period of consultation and research.

The documents have responded to the experiences and impacts of the ageing population in the Colac Otway community.

The outcomes of the research have shown that the current service provision model within the Colac Otway Shire for the provision of services and facilities for older adults is meeting the needs of many within the community.

A number of objectives are proposed to continue to increase the relevance of services and facilities.

### **Attachments**

Colac Otway Shire Positive Ageing Strategy Research Paper  
Colac Otway Shire Positive Ageing Strategy Action Plan 2008/2012  
Colac Otway Shire Positive Ageing brochure.

### **Recommendation**

***That Council adopts the Colac Otway Shire Positive Ageing Strategy Research Paper and Action Plan 2008-2012.***

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# Colac Otway Shire Positive Ageing Strategy Research Paper



Prepared by ASR Research  
Final Report – June 08





## ACKNOWLEDGEMENTS

Colac Otway Shire acknowledges the contribution of the community reference group in driving the process to gather the relevant information for the Positive Ageing Strategy. The reference group members provided their invaluable knowledge and experience to ensure a comprehensive consultation process and outcomes relevant to the needs of the Colac Otway community.

### Community Reference Group Members

- Cr. Peter Mercer
- Ann Trew
- Judith Kennedy
- Yvonne Orr
- Heather Barker

Colac Otway Shire also acknowledges the 104 community members who attended the eight community consultation sessions held across the Shire. Council recognises that without the support of the community, providing an appropriate locally focussed response to the challenges of the ageing population would not be possible.

Finally, Council recognises the contribution made by local service providers, government bodies, research agencies and Council staff towards the formation of this Action Plan. Representatives from over 30 organisations have provided their input at key stages throughout this process.



## EXECUTIVE SUMMARY

The population in Colac Otway is ageing. Colac Otway's population of over 60 year olds is projected to increase from 4,441 (21% of the population) in 2001 to 6,346 (30%) in 2021. This increases financial pressures on Local Government and has a wide array of implications for the community including the design of urban landscapes, provision of transport services, employment, housing and service delivery.

The United Nations has led the world agenda on positive / healthy ageing. The Australian federal and Victorian state governments have developed more local responses to the ageing population, as has the G21 Regional Alliance. Colac Otway Shire has an important role to play in positively impacting the opportunities and experiences of older people in its community.

A local positive ageing strategy is required because the increasing diversity within the population, the preference to live independently for longer, increased financial security and higher levels of education are contributing to older people in Australia today having different needs and expectations than older people 20 years ago.

The methodology for this research paper has included eight community consultation sessions across the Shire as well as input from both community and Council officer reference groups. Interviews have also been undertaken with over 30 representatives from local agencies, government bodies and research institutions.

The outcomes of the research have shown that the current service provision model within the Colac Otway Shire for the provision of services and facilities for older adults is meeting the needs of many within the community. To continue to increase the relevance of services and facilities, the following priority outcomes are proposed:

- Update the relevant policy platform to confirm Council's commitment to positive ageing.
- Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership.
- Improve the portrayal of older people in the media and government publications.
- Provide greater opportunity for intergenerational programs.
- Work towards provision of an age-friendly built environment.



- Improve access to transport opportunities throughout the Shire.
- Improve access to the internet throughout the Shire.
- Improve access to community events throughout the Shire.
- Improve access to volunteer opportunities.
- Improve access to the work force.
- Improve communication and marketing of services and opportunities available to older people.
- Facilitate a more integrated approach to the provision of services and opportunities.
- Provide a series of consumer wise information sessions and publications.
- Improve access to appropriate housing.
- Improve access to health services, especially considering outlying areas.
- Expand on the provision of health promotion opportunities.



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## 1 Introduction

Colac Otway Shire Council is developing a Positive Ageing Strategy. The need for a Positive Ageing Strategy was outlined in G21's *Planning for Healthy Communities in the G21 Region 2006-09* report and Colac Otway Shire's *Municipal Public Health Plan 2007-09*.

### 1.1 Purpose of this Paper

The purpose of this paper is to document the research undertaken in developing the Colac Otway Shire Positive Ageing Strategy 2008-2012.

### 1.2 Research Methodology

The research methodology includes the following steps:

- Formation of two reference groups, one for community members and the other for Colac Otway Shire staff
- International, national and local literature review
- Community profiling and population projection analysis
- Eight community consultation sessions across the Shire
- Interviews with over 30 representatives from local agencies, government bodies and research institutions
- Distribution of a draft report and action plan for public consultation
- Finalisation of the action plan for adoption by Council



## 2 What is Positive Ageing?

The Victorian Government's Office of Senior Victorians suggests that:

*'Positive Ageing is a strategy to maximise the quality of life and social recognition of senior Victorians. Seniors play many vital roles in our community, as family members, carers, volunteers, neighbours, workers and consumers. Positive Ageing will strengthen recognition of these roles'<sup>1</sup>.*

In working towards positive ageing, the Victorian Government recognises that senior Victorians should have:

1. Confidence that their rights will be upheld, their autonomy accepted and their dignity respected.
2. Certainty that they are valued and listened to for their past, current and future contributions.
3. Opportunities to fully participate in their communities.
4. Access to information, support and services to maximise their independence and maintain their health and wellbeing.
5. Government services and communities which are responsive to their particular needs and interests and which recognise the increasing diversity of our community<sup>2</sup>.

Colac Otway Shire is working to provide these outcomes for its community through the provision of a strategy that is in line with the objectives of the Victorian State Government and the aspirations of the Colac Otway community.

### 2.1 The need for a Strategy

The population in Colac Otway is ageing. This means catering for the needs of older people is going to become a larger part of the business of the Shire. The Productivity Commission's 2005 *Economic Implications of an Ageing Australia* research report recognised that in 2002/03, 49% of local government expenditure across Australia was attributed to the areas of education, health, welfare, housing and community amenities, recreation and culture. In acknowledging that a number of these services

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<sup>1</sup> Office of Senior Victorians (2004), pg 3

<sup>2</sup> Office of Senior Victorians (2004), pg 3



include expenditure on older people, the report suggests that the ageing population is likely to provide increasing demand on local government resources<sup>3</sup>.

Not only will the ageing population increase financial pressures on Local Government's provision of services and facilities, but it will also force communities to change their responses to the planning and design of key matters such as; urban landscapes; the provision of transport services; the community's housing needs; and employment strategies.

A *Positive Ageing Strategy* is required in recognition that older people today live their lives differently to the way older people lived twenty years ago. Today's older people have different needs and expectations than their parents had. The Australian Local Government Association (ALGA) recognises some of these changes as being:

- Only a small proportion of older people live in residential aged care. Most people are continuing to live in their own homes.
- The diversity of older people is growing. The proportion of older people who were born overseas is expected to continue to grow.
- Older people make up a higher proportion of the population in rural communities.
- New retirees are wealthier now than in the past.
- Older people who are volunteering are contributing more hours.
- Older people are living longer and healthier lives<sup>4</sup>.

The Australian Government Department of Health and Ageing suggests that the baby boomers (those born between 1946 and 1964) are generally better educated, wealthier, more independent and less conforming than their parents<sup>5</sup>. The first of the baby boomers turned 60 in 2006. Governments approach to the provision of services for older people must evolve to match these changing attitudes.

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<sup>3</sup> Productivity Commission (2005), pp 291-293

<sup>4</sup> ALGA (2005) *Awareness to Action: Local Government's Response to Population Ageing*, pg 7

<sup>5</sup> Department of Health and Ageing (2007) *Implementation of the Madrid International Plan of Action on Ageing: Australia's Country Report to UNESCAP*, pg 2



## 2.2 Local Governments Role

Colac Otway Shire can undertake a number of roles in providing an adequate response to the ageing population and the changing needs of older people. The ALGA suggests the adoption of a whole of Council (within a whole of government) approach in responding to the challenges of the ageing population.

The ALGA recognises that Local Government is well positioned to positively impact the opportunities and experiences of older populations through:

- Its intimate knowledge of the local community and the diversity of older people.
- Provision of infrastructure and impact on local environments.
- Planning and provision of relevant programs.
- Community participation in decision making.
- Advocacy with other forms of government and relevant organisations<sup>6</sup>.

The ALGA nominates seventeen 'key opportunities and challenges' for local government response<sup>7</sup>:

- |                        |                                            |
|------------------------|--------------------------------------------|
| • Attitudes            | • Information and Communication Technology |
| • Aged Care Services   | • Lifelong Learning                        |
| • Cultural Diversity   | • Participation                            |
| • Disability           | • Planning and Development                 |
| • Economic Development | • Regional Diversity                       |
| • Finance              | • Tourism, Recreation and Leisure          |
| • Housing              | • Transport                                |
| • Health Promotion     | • Women                                    |
| • Indigenous           |                                            |

<sup>6</sup> ALGA (2004) *Australian Local Government Population Ageing Action Plan 2004-2008*, pg 6

<sup>7</sup> ALGA (2004) *An Older Australia: Identifying Areas for Local Government Action*, pp 9-13





The ALGA recognises that Local Government responding to these issues does not constitute a requirement to fund or manage the strategy. Local Government's response options include<sup>8</sup>:

- Leadership
- Representation
- Lobbying
- Partnerships
- Facilitation
- Education
- Monitoring
- Investment
- Funding
- Regulation
- Service Delivery

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<sup>8</sup> Australian Local Government Association (2004) *An Older Australia: Identifying Areas for Local Government Action*, pg 14



### 3 Ageing Populations - Demographic Analysis

This section details the relevant population projections and provides a demographic analysis of the population in Colac Otway.

#### 3.1 International

The World Health Organisation says:

- The proportion of people aged 60 and over is growing faster than any other age group. The number of people aged 60 and over as a proportion of the global population will double from 11% in 2006 to 22% by 2050. By then, there will be more older people than children (aged 0–14 years) in the population for the first time in human history<sup>9</sup>.
- It is estimated that by 2025, 120 countries will have reached fertility rates below replacement level. The current figure is 70 countries<sup>10</sup>.
- By 2050 there will be 2 billion people over the age of 60. 80% of these will be living in developing countries.

These statistics are confirmed by the U.S. Census Bureau's world population projection research below.

- Between 2002 and 2025:
  - Children aged 0-14 will decline as a percentage of population consistently across the globe.
  - The 15-29 age cohort will decline as a percentage of the population in every region of the world except Sub-Saharan Africa.
  - The labour force population (15-64) will decline as a percentage of the population in the Developed World.
  - The population of over 65s will grow all over the world but especially in Eastern Europe and the Developed World<sup>11</sup>.

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<sup>9</sup> World Health Organisation (2007), pg 3

<sup>10</sup> World Health Organisation (2002), pp 6-7

<sup>11</sup> U.S. Census Bureau (2002), pp 33-53



### 3.2 Australia

According to the Australian Government Department of Health and Ageing, Australians are living longer due to improved health care, disease control and medicine. The result of this is a significant increase in both the number and proportion of older people in the population<sup>12</sup>.

The following detail illustrates Australia's ageing population:

- Australia's fertility rate peaked at 3.5 babies per woman in 1961. Since then it has declined to 1.8. This is below the replacement level of 2.1 babies per woman<sup>13</sup>.
- By 2005, male life expectancy had increased to 78.5 years and female life expectancy had increased to 83.3 years<sup>14</sup>.
- By 2047, the number of Australians aged over 65 is expected to increase from 2.7 million (13% of the population) to 7.2 million (25% of the population)<sup>15</sup>.
- In the same period, the percentage of people within the traditional working age of 15 to 64 is expected to fall from 68% to below 60%<sup>16</sup>.
- People aged 85 and over made up 1.5% of the population in 2004. This is projected to increase to between 6-8% by 2051<sup>17</sup>.
- Australia's median age will increase from 36.4 years in 2004 to between 44.6 and 48.2 years in 2051<sup>18</sup>.

As explained above, today's older people have had different experiences than older people of earlier generations. These experiences are changing the needs and aspirations of the older population. Some examples of how these experiences are changing for the next generation of older people, as detailed within the Australian Bureau of Statistics (ABS) publication of *Australian Social Trends 2006*, are shown on the following page:

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<sup>12</sup> Department of Health and Ageing (2007) *Implementation of the Madrid International Plan of Action on Ageing: Australia's Country Report to UNESCAP*, pg 1

<sup>13</sup> Australian Bureau of Statistics (2007), pp 9-10

<sup>14</sup> Australian Bureau of Statistics (2007), pg 62

<sup>15</sup> Department of Health and Ageing (2007) *Implementation of the Madrid International Plan of Action on Ageing: Australia's Country Report to UNESCAP*, pg 1

<sup>16</sup> Department of Health and Ageing (2007) *Implementation of the Madrid International Plan of Action on Ageing: Australia's Country Report to UNESCAP*, pg 1

<sup>17</sup> Australian Bureau of Statistics (2006), 3222.0: Population Projections Australia, pg 4

<sup>18</sup> Australian Bureau of Statistics (2006), 3222.0: Population Projections Australia, pg 43



- Participation in the labour force for people aged 50-59 has increased from 61% in 1984 to 71% in 2004.
- The percentage of people aged 50-59 who were born overseas has increased from 29% in 1981 to 35% in 2001. Where people were born also changed over this period with the percentage of people born in Asia increasing from 1.4% to 5.3%.
- The percentage of the population of 50-59 year olds who were divorced increased from 5% in 1981 to 13% in 2001.
- The percentage of 50-59 year olds who reported having no religious affiliation increased from 8% in 1981 to 13% in 2001. In the same period, the percentage of Christians fell from 90% to 81%.
- Men and women in the 50-59 age range became more educated in the period of 1984 to 2005. The proportion of women with a bachelor degree or higher increased from 3% to 17%. The proportion of men increased from 7% to 20%<sup>19</sup>.

### 3.3 Victoria

*Population Projections Australia*, as released by the ABS in June 2006 provides the following statistics on Victoria's future population:

- Victoria's 2004 population was 5.0 million. This is projected to increase to between 6.2 and 7.4 million by 2051.
- Most growth will occur in Melbourne. The balance of Victoria will see its population begin to decline between 2037 and 2045.
- Victoria's median age will increase from 36.6 in 2004 to between 45.1 and 48.1 in 2051.
- The percentage of people aged 65 and over will increase from 13% in 2004 (663,000 people) to between 26% (1.7mil people) and 28% (2.1mil people) in 2051.
- The percentage of people aged 85 and over will increase from 2% to between 6% and 9% by 2051<sup>20</sup>.

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<sup>19</sup> Australian Bureau of Statistics (2006), 4102.0: Australian Social Trends, pp 7-12

<sup>20</sup> Australian Bureau of Statistics (2006), 3222.0: Population Projections Australia, pp 58-60



### 3.4 The G21 Region and Colac Otway Shire

The following tables have been formulated using Id community profile and population forecast data for the G21<sup>21</sup> region and Colac Otway Shire.

#### *Age Structure 2006*

|       | Colac Otway |       | G21     |       | Victoria |
|-------|-------------|-------|---------|-------|----------|
|       | No.         | %     | No.     | %     | %        |
| 0-4   | 1,219       | 6.1%  | 15,838  | 6.2%  | 6.2%     |
| 5-17  | 3,806       | 19.2% | 46,371  | 18.3% | 17.3%    |
| 18-64 | 11,632      | 58.6% | 152,740 | 60.3% | 63.1%    |
| 65-84 | 2,790       | 14%   | 33,472  | 13.2% | 11.6%    |
| 85+   | 420         | 2.1%  | 5,033   | 2.0%  | 1.7%     |

#### *Community Profile 2006*

|                                                                            | Colac Otway | G21   | Victoria |
|----------------------------------------------------------------------------|-------------|-------|----------|
| Average household size                                                     | 2.42        | 2.47  | -        |
| Residents born in a non-English speaking country                           | 2.7%        | 7.8%  | 17.4%.   |
| Residents earning above \$1000 per week                                    | 10.6%       | 14.7% | 17.1%    |
| Residents earning under \$400 per week                                     | 45.7%       | 45.2% | 41.8%    |
| Residents with a bachelor degree or higher                                 | 8.6%        | 12.7% | 17.2%    |
| Residents with vocational qualifications                                   | 18.6%       | 18.4% | 15.3%    |
| Residents who have completed year 12 or equivalent                         | 29.0%       | 36.4% | 44.2%    |
| Residents who need assistance with core activities                         | 5.4%        | 4.7%  | 4.2%     |
| Volunteer involvement                                                      | 25.6%       | 20.2% | 17.8%    |
| Residents who provide unpaid care (disability, long term illness, old age) | 12.2%       | 11.4% | 10.4%    |
| Residents in the labour force                                              | 61.9%       | 59.2% | 60.8%    |
| Residents with a broadband internet connection                             | 24.4%       | 34.2% | 38.6%    |
| Lone person households                                                     | 27.9%       | 25.1% | -        |

#### *Community Profile Notes*

- G21
  - The dominant languages other than English spoken at home were Italian (1.2%) and Croatian (1.0%).
  - Compared to the Victorian averages, people are more likely to work in manufacturing, construction, retail trade, and health care and are less likely to work

<sup>21</sup> The G21 Region includes the Borough of Queenscliffe, City of Greater Geelong, Colac Otway Shire, Golden Plains Shire and Surf Coast Shire.



in professional, scientific and technical services as well as financial and insurance services.

- Colac Otway
  - The dominant language other than English spoken at home was Italian (0.5%).
  - Compared to the G21 region averages, people are more likely to work in agriculture as well as accommodation and food services. They are less likely to work in manufacturing, retail, education and professional services.

#### *Population Forecasts*

|             | 2006    | 2021    | Number | Avg annual % change |
|-------------|---------|---------|--------|---------------------|
| Colac Otway | 21,660  | 23,949  | 2,289  | 0.67%               |
| G21         | 273,665 | 345,641 | 71,976 | 1.57%               |

#### *Colac Otway Shire Small Area Forecasts*

|                           | 2006  | 2021  | Number | Avg annual % change |
|---------------------------|-------|-------|--------|---------------------|
| Colac – Central           | 3,965 | 3,990 | 25     | 0.04%               |
| Colac – East              | 2,672 | 2,884 | 212    | 0.51%               |
| Colac – West              | 2,915 | 2,937 | 22     | 0.05%               |
| Elliminyt                 | 1,891 | 3,083 | 1,192  | 3.31%               |
| Great Ocean Road - Otways | 2,965 | 3,684 | 719    | 1.46%               |
| Rural North               | 3,175 | 3,200 | 25     | 0.05%               |
| Rural South               | 4,077 | 4,171 | 94     | 0.15%               |

#### *Service Age Population Forecasts*

|       | Colac Otway |       |        |       | G21     |       |         |       |
|-------|-------------|-------|--------|-------|---------|-------|---------|-------|
|       | 2006        |       | 2021   |       | 2006    |       | 2021    |       |
|       | No.         | %     | No.    | %     | No.     | %     | No.     | %     |
| 0-4   | 1,217       | 5.6%  | 1,329  | 5.5%  | 16,495  | 6.0%  | 20,085  | 5.8%  |
| 5-17  | 3,856       | 17.8% | 3,800  | 15.9% | 47,732  | 17.4% | 55,791  | 16.1% |
| 18-64 | 12,739      | 58.8% | 13,717 | 57.3% | 165,564 | 60.5% | 204,062 | 59.0% |
| 65-84 | 3,379       | 15.6% | 4,590  | 19.2% | 38,618  | 14.1% | 58,207  | 16.8% |
| 85+   | 469         | 2.2%  | 518    | 2.2%  | 5,294   | 1.9%  | 7,449   | 2.2%  |

The table on the following page provides population profile information specific to older adults has been formulated from data available through the State Government Office of Senior Victorians<sup>22</sup>.

<sup>22</sup> Office of Senior Victorians (2003), pg 1



|             | Estimated population aged 60+ in 2001 |     | Estimated population aged 60+ in 2021 |     | Proportion in labour force at age 60 in 2001 |         | Seniors born in a non-English speaking country | Seniors living in residential aged care facilities in 2001 | Seniors receiving HACC assistance in 2001 |
|-------------|---------------------------------------|-----|---------------------------------------|-----|----------------------------------------------|---------|------------------------------------------------|------------------------------------------------------------|-------------------------------------------|
|             | No.                                   | %   | No.                                   | %   | Males                                        | Females | %                                              | %                                                          | %                                         |
| Colac Otway | 4,441                                 | 21% | 6,346                                 | 30% | 58%                                          | 38%     | 6%                                             | 1%                                                         | 27%                                       |
| Victoria    | 830,033                               | 17% | 1,336,212                             | 25% | 61%                                          | 34%     | 26%                                            | 4%                                                         | 17%                                       |

Community Indicators Victoria provides an analysis of the Colac Otway Shire in comparison to the Barwon South West region and Victoria. Some of the results of the research are provided below<sup>23</sup>:

|                                             | Colac Otway | Barwon South West | Victoria |
|---------------------------------------------|-------------|-------------------|----------|
| Self-reported health                        | 55.7%       | 58.3%             | 54.3%    |
| Subjective well-being                       | 78.2%       | 78.2%             | 76.4%    |
| Social support                              | 96.2%       | 94.6%             | N        |
| Perceptions of safety                       | Day         | 98.6%             | 97.9%    |
|                                             | Night       | 80.0%             | 71.7%    |
| Food insecurity                             | 8.2%        | 3.8%              | 6.0%     |
| Transport limitations                       | 18.0%       | 16.4%             | 20.3%    |
| Participation in arts & cultural activities | 44.9%       | 49.6%             | 46.6%    |
| Citizen engagement                          | 74.0%       | 68.1%             | 53.8%    |

Deakin University and the Department of Human Services (DHS) (2005) undertook research into the health and social well-being of residents of Colac Otway. Some selected results for the sample population over the age of 50 have been provided below:

- 11% of felt lonely most of the time.
- 26% rated their health as fair or poor.
- 96% were satisfied with access to health and community services.
- 25% have access to a doctor who bulk-bills.
- 33% had done no physical activity in the last week.
- 60% of respondents think housing is not affordable for renting or buying.
- 58% are satisfied with the level of public transport available in the Shire.
- 66% are satisfied with planning and development in the Shire<sup>24</sup>.

<sup>23</sup> [http://www.communityindicators.net.au/wellbeing\\_reports/colac\\_otway](http://www.communityindicators.net.au/wellbeing_reports/colac_otway)



### 3.5 Significant Findings

The key results of the demographic analysis are:

- Both the world and Australian populations are ageing significantly.
- The needs and aspirations of older people within Australia are changing. As a population, older people are; working longer, more culturally diverse and more educated than previous generations.
- Colac Otway (16.1%) has a higher percentage of people aged over 65 than the G21 (15.2%) and Victorian (13.3%) averages.
- Colac Otway's population will grow over the next 15 years. The most significant growth will occur in the Great Ocean Road – Otways and the Elliminyt regions.
- Colac Otway's population of over 60 year olds will increase from 4,441 (21% of the population) in 2001 to 6,346 (30% of the population) by 2021.
- Colac Otway's population, in comparison to the Victorian and G21 averages, has;
  - Lower level of education attainment,
  - Lower income,
  - Lower level of residents born in non-English speaking countries,
  - Less broadband internet access,
  - More lone-person households,
  - Higher levels of volunteer involvement.
- The health and wellbeing of Colac Otway's population is generally in line with that of Victoria with the only major exceptions being that Colac Otway residents feel more safe at night and are more engaged in their community but they also have higher rates of food insecurity.

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<sup>24</sup> Deakin University and DHS (2005) pp 44-60





## 4 Policy Context

This section details the policies that drive the ageing population agenda at the international level and flow through to provide direction to Colac Otway Shire at the local level.

### 4.1 International

The *United Nations Principles for Older Persons* (1991) brought the ageing population to the world's attention. The principles were as follows:

- Independence
- Participation
- Care
- Self-fulfilment
- Dignity<sup>25</sup>

The World Health Organisation in 2002, through its *Active Ageing: a Policy Framework*, recognised the social model of health and a broad definition of active it its approach to the ageing population.

‘Active ageing is the process of optimizing opportunities for health, participation and security in order to enhance quality of life as people age. The word ‘active’ refers to continuing participation in social, economic, cultural, spiritual and civic affairs, not just the ability to be physically active or to participate in the labour force. ‘Health’ refers to physical, mental and social well being as expressed in the World Health Organisation definition of health. Thus, in an active ageing framework, policies and programs that promote mental health and social connections are as important as those that improve physical health status<sup>26</sup>.’

The United Nations 2002 *Madrid International Plan of Action on Ageing* is recognised as the worlds leading document on the planning for the ageing population. It suggests the following priority directions:

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<sup>25</sup> United Nations (1991) *Principles for Older Persons*

<sup>26</sup> World Health Organisation (2002) *Active Ageing: A Policy Framework* pg 12



- Older persons and development.
- Advancing health and well-being into old age.
- Ensuring enabling and supportive environments<sup>27</sup>.

In 2007, the World Health Organisation released *Global Age-friendly Cities: A Guide*.

This document provides a checklist that identifies the characteristics of an age-friendly city. It identifies the policies, services, settings and structures that enable people to age actively by:

- Recognizing the wide range of capacities and resources among older people.
- Anticipating and responding flexibly to ageing-related needs and preferences.
- Respecting their decisions and lifestyle choices.
- Protecting those who are most vulnerable.
- Promoting their inclusion in and contribution to all areas of community life<sup>28</sup>.

## 4.2 Federal Government

Prior to the *Madrid International Plan of Action on Ageing*, the (former) Australian Government released its *National Strategy for an Ageing Australia: An Older Australia, Challenges and Opportunities for All*. The key themes of the strategy were:

- Retirement Income System.
- A Changing Workforce.
- Attitude, Lifestyle and Community Support.
- Health Throughout Life - Healthy Ageing.
- World Class Care<sup>29</sup>.

In 2007, the Department of Health and Ageing responded to the international agenda through its report on the *Implementation of the Madrid International Plan of Action on Ageing*. The report outlined the broad principles of the national strategic policy framework:

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<sup>27</sup> United Nations (2002) *Madrid International Plan of Action on Ageing*

<sup>28</sup> World Health Organisation (2007) pg 5

<sup>29</sup> Commonwealth of Australia (2001) *National Strategy for an Ageing Australia: An Older Australia, Challenges and Opportunities for All*



- Ageing issues are the responsibility of governments, business and the community.
- All Australians, regardless of age, should be able to continue their social and economic participation.
- Public programs on ageing should supplement rather than supplant the role of individuals, their families and communities.
- A strong evidence base should inform policy responses.

The report recognises that Australia has been focused on ageing for more than a decade. This has meant supporting health, wellbeing and healthy ageing, the mature age workforce, planning for retirement, including financial planning, retirement incomes and world-class care<sup>30</sup>.

### 4.3 State Government

The Department of Human Services 2002 publication, *Making this the Age to Be in Victoria: a Forward Agenda for Senior Victorians*, outlines the following agenda:

Six key directions:

1. Enable senior Victorians to lead independent, active and healthy lives for as long as possible.
2. Encourage communities to value, listen to, and learn from senior Victorians, and understand and appreciate the diversity of the ageing experience.
3. Create opportunities for senior Victorians to fully participate in economic, social and community life.
4. Equip senior Victorians with the information they need to understand their rights, and the choices and opportunities open to them.
5. Raise the profile of population ageing as an issue for government, business and the community, and build partnerships for action.
6. Provide opportunities for senior Victorians to contribute to planning for the future and promote informed decision-making by government, business and the community.

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<sup>30</sup> Department of Health and Ageing (2007) pp 3-10



Five themes from within this report provide the framework for action. They are:

- The Age to be Valued
- The Age to be Involved
- The Age to be Productive
- The Age to be Active
- The Age to be Consumer Wise<sup>31</sup>

The Department of Human Services provides further direction through its 2004 report, *Positive Ageing: A Strategy for Current and Future Senior Victorians*.

It suggests that, 'Positive Ageing is a strategy to maximise the quality of life and social recognition of senior Victorians. Seniors play many vital roles in our community, as family members, carers, volunteers, neighbours, workers and consumers. Positive Ageing will strengthen recognition of these roles'. The report recommends five positive ageing principles.

Senior Victorians should have:

1. Confidence that their rights will be upheld, their autonomy accepted and their dignity respected.
2. Certainty that they are valued and listened to for their past, current and future contributions.
3. Opportunities to fully participate in their communities.
4. Access to information, support and services to maximise their independence and maintain their health and wellbeing.
5. Government services and communities which are responsive to their particular needs and interests and which recognise the increasing diversity of our community<sup>32</sup>.

Some of the initiatives of the report include working towards a more age-inclusive society, increasing opportunities for participation, improving access to information and promoting a better understanding of the challenges of positive ageing.

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<sup>31</sup> Department of Human Services (2002) *Making this the Age to Be in Victoria: a Forward Agenda for Senior Victorians*, pp 7-8

<sup>32</sup> Department of Human Services (2004) *Positive Ageing: A Strategy for Current and Future Senior Victorians*, pp 7-8



#### 4.4 G21 Region Alliance

The *Planning for Healthy Communities in the G21 Region 2006-09* report recommends ‘a strong focus be placed on promoting Positive Ageing through the development of process, understanding and planning capacity’. The report adopted six regional priorities:

- Preparing for population change.
- Community strengthening and social inclusion.
- Healthy active transport.
- Physical activity and healthy eating.
- Better access to services.
- Local government and environmental health<sup>33</sup>.

The G21 Region Alliance, in conjunction with the Municipal Association of Victoria and the Council on the Ageing has held three healthy ageing forums. These forums have focussed on three themes:

- Promoting age friendly communities.
- Ageing workforce and volunteering.
- What community would you plan to live in when you are 75 years old?

These forums presented international, national and regional perspectives of the ageing population. They facilitated discussion on approaches to keeping people in the workforce, providing age-friendly urban design, ensuring the needs of older people are considered in local government planning and innovative approaches to future service delivery using partnerships and incorporating the private sector.

#### 4.5 Other Agencies

There are a number of other agencies who have provided significant research and strategic approach to the healthy living / positive ageing agenda in Colac Otway.

- Australian Local Government Association

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<sup>33</sup> G21 (2006) pp 7-38



- Municipal Association of Victoria
- Council on the Ageing
- Deakin University
- Regional Health Services
- Heart Foundation
- VicHealth
- Other Local Government Agencies

The publications of these organisations have been used to help guide the suggested strategies in section 7.2.

#### **4.6 Colac Otway Shire**

##### *Council Plan 2005-09*

The ageing population is recognised in the Council Plan as contributing to the difficulty in recruiting skilled employees and the ability to meet service delivery expectations. Assessing the impact and demand implications of the ageing population is recognised as a community priority.

##### *Municipal Public Health Plan 2007-09*

The Municipal Public Health Plan recommends the provision of a positive ageing strategy as one of its 'Health and Wellbeing' priorities. Within this recommendation the following actions are also recommended:

- Work in partnership with Warrnambool City Council to develop a Mature Aged Workers Strategy.
- Participate in a G21 approach to supporting positive ageing.
- Implement falls prevention initiatives with Colac Area Health and Otway Health.

*Municipal Strategic Statement*

Council is currently preparing amendment C55 to the Colac Otway Planning Scheme. The amendment introduces a new Municipal Strategic Statement as per the planning scheme review. It affects all land within the municipality. The draft C55 amendment does not make any reference to providing an appropriate built environment for the ageing population.

Colac Otway Shire has a number of other strategic documents that impact older people in the community including:

- Affordable Housing Strategy 2007.
- Apollo Bay Strategic Footpath Network Plan 2002.
- Apollo Bay Structure Plan 2007.
- Arts & Culture Strategy 2007-2011.
- Colac Structure Plan 2007.
- Community Services & Professional Services Industry Profiles 2004.
- Community Access and Inclusion Plan 2004-2007.
- Economic Development and Tourism Strategy 2004.
- Festival and Events Strategic Plan 2007-2011.
- Geelong & Colac Region Skills Research Project 2005.
- Recreation Strategy 2006-2010.
- Tertiary Opportunities Study 2003.
- Volunteer Engagement and Sustainability Strategic Plan 2008-2012.

These documents have been used to help guide the suggested strategies in section 7.2.



## 5 Colac Otway Shire's Service Provision Model

The services available to older people in Colac Otway are planned, funded and provided through all three levels of government and through a range of private and community agencies. The service mix offers opportunities for older people from employment services, recreation and social opportunities through to high care residential packages for those with more complex needs. This section details the availability of services and opportunities below:

**Learning, physical activity, social, arts and volunteering opportunities** are provided by a mix of community agencies, health agencies and Council at a range of locations throughout the shire. Programs are provided for general residents as well as for older people.

**Community Meeting Space** for older people to gather, such as senior's centres, is provided by Council, the Returned and Services League (RSL), health agencies, community agencies and church organisations throughout the shire.

**Seniors Week** activities are provided by the Shire annually. Activities are generally socially based and provide opportunity to promote services as well as improve the well-being of older people.

**Adult Day Programs** are offered by a range of service providers at a number of locations in the Shire to promote physical and social activity for older people and people with disabilities.

**Home and Community Care (HACC)** is a cost-shared program between the Australian, State and Local governments. Local Government is the major HACC provider in the state. The program funds services designed to help older people to live independently in their own homes. The type of services funded through the HACC program include nursing care, allied health care, meals and other food services, domestic assistance, personal care, home modification and maintenance, transport, respite care and counselling.

**Community Aged Care Packages (CACPs)** are designed to be used when a person's care needs are more complex and they need assistance such as with bathing, meals, shopping and getting around. A CACP is an individually tailored package of care services which helps people with lots of different care needs to stay living at home by co-ordinating the different services they need. The types of



services that may be provided as part of a package include personal care, social support, transport to appointments, home help, meal preparation and gardening.

**High and Low Level Residential Care.** High level care provides ongoing 24 hour nursing care, meals, laundry, cleaning and personal care. Low level care lets a person live independently while receiving assistance with meals, laundry and personal care, but does not include the provision of nursing care.

A range of **Pensions, Benefits and Concessions** are provided including the age pension, pharmaceutical benefits scheme, public transport concession card and senior's card.

**Transport** is provided in a number of forms and by a range of agencies including private providers, the RSL, health agencies, community agencies and Council.

**District Nursing Services,** provided by Colac Area Health and Otway Health, are available in the home and can provide support and advice on a range of health issues to those in need.

**Allied Health Services** are available through the health agencies although not all services are available locally and can only be accessed in Geelong.

**Employment and Training services** are provided by a mix of public and private organisations throughout the Shire. Services range from employee to employer focus and provide opportunities to match older people with suitable training and employment opportunities.

## 6 The Changing Needs of the Ageing Population

As explained in section 3, the needs of older people are changing. To ensure ongoing relevance, providers of services to older people must constantly review their service models. This section details the outcomes of some academic research as well as summarising the responses to the agency and community consultation processes.

### 6.1 Agency Consultation

Phone interviews were conducted with a range of community agencies, local business representatives and research agencies. The significant outcomes from these interviews are noted below.

#### *Otway Health*

- Otway Health is providing a range of community, transport and allied health programs to the community. They are hoping to improve the marketing of their community programs in the future.
- It is a priority for Otway Health to attract suitable funding to provide accommodation for a dentist in Apollo Bay.
- Otway Health is concerned about the lack of available housing in the area making it difficult to attract staff.

#### *Colac Area Health*

- Is committed to the Person Centres Planning model for the provision of its HACC services.
- Would like to work in partnership with Council and other local agencies to ensure program provision is complimentary to the community's needs.
- Suggests that there are opportunities for improvement in the built environment for older people.
- Sometimes finds it difficult to fill skilled aged-care roles within the organisation.



*Birregurra Community Health Service (Colac Area Health)*

- The Birregurra Community Health Service (BCHS) is running a range of health, physical activity and social activities for the community.
- The gym has a membership of around 60 and most of the members ages are between 40 and 60.
- They run a shopping bus to Colac every Thursday that averages around 15 people.
- They would be keen to link with other agencies to provide programs at the centre.

*Council on the Ageing*

- A major priority for Council on the Ageing (COTA) is finding appropriate ways to tackle ageism and questioning the common ideas around older people.
- COTA suggests that the interests of older people are becoming more diverse and that providing greater diversity in services and programming will be an on-going challenge.
- A priority for COTA is maximising the positive things that older people bring to the community.

*South West Do Care*

- Concerned with the number of agencies providing similar programs. The agencies need to work in partnership more.
- South West Do Care is struggling to access volunteers and is being held back by this in the services it can provide.
- Would like to see more intergenerational programs.

*Barwon Primary Care Forum*

- The Barwon Primary Care Forum (BPCF) agenda is set by DHS. The BPCF provides the link between the health providers in the region but does not directly provide services.
- The priorities of the BPCF are to educate people nearing retirement about health issues and manage chronic disease.



*Leisure Networks*

- Leisure Networks is partnering with University of the 3<sup>rd</sup> Age (U3A) to provide Lifeball and Balance and Beyond programs in Colac Otway. They also provide Good Sports Accreditation to local sports clubs.
- The provision of future programs relies on the availability of funding, the outcomes of needs assessments and the priorities of Vichealth.
- They generally promote their programs through word of mouth and existing networks.

*Municipal Association of Victoria*

- The Municipal Association of Victoria (MAV) / COTA Positive Ageing project has been extended to February 2009.
- The main focus of the program will be to complete the projects that have been funded through the agency in 2007. There are no more funding opportunities available.
- The Age-friendly environments work undertaken by the World Health Organisation is considered a priority for inclusion in the Positive Ageing Strategy.

*Otway Business Inc.*

- Retailers are generally aware of the needs of people with prams and in wheelchairs and understand that they need to cater for these populations.
- Removing the hazards along the streetscape and improving access for older people is a priority.
- Otway Business Inc. would be happy to work with Council to provide information sessions on technology and other issues for older people.
- Otway Business Inc. is not yet looking at strategies to arrest skills shortages but it is recognised that this may be an issue in the future.

*Colac Otway Workforce*

- The current skills shortages are in traditional areas of engineering, town planning and allied health services.



- State Government is partnering with employment agencies to provide opportunities for older workers.
- Businesses in Colac are filling jobs through workers from overseas if necessary.
- The larger organisations are aware of the issues and are willing to employ older workers.

#### *Deakin University*

- The age-friendly cities work by the World Health Organisation, the *health outcomes or elderly people in a rural & regional environment* report by Deakin University and DHS and the walkability work being undertaken by City of Greater Geelong must be considered in a Positive Ageing Strategy.

#### *Colac Community Hub / Neighbourhood Renewal*

- Colac Community Hub is running many health, learning, art and social activities for older people in the community.
- The programs are generally well attended.
- There is no bus stop out the front so this makes access difficult. Some people take taxi's to access the facility.
- Would like to see more cross-generational programs, more programs with recognition. The men's shed will provide a resource for these opportunities.

#### *Department of Human Services Barwon South-Western Region*

- DHS Barwon South-Western region strategic documentation does not currently recognise the ageing population as a significant priority however there are a number initiatives at the program level that demonstrate DHS ageing population priorities;
  - Provision of the Well for Life program to improve the nutrition and physical activity of older people through both Aged Care Residential Facilities and Planned Activity Groups.
  - Development of the Active Service Model for HACC services. The Active Service Model is currently being piloted throughout Victoria. It aims to maximise client independence and provide more targeted services.



- It is also a priority for DHS to keep up with demand for public sector aged care beds and HACC funding needs.

#### *Warrnambool Positive Ageing Project*

- Would like to extend its Mature Aged Workers Strategy to Colac Otway Shire and has funding from the Municipal Association of Victoria and the Council on the Ageing to do so.
- Is running a number of programs for older people very successfully including its ‘inspector gadgets’ technology programs.
- Is undertaking some mapping research into the local workforce skills gaps and is in the process of setting up an older persons skills bank for casual employment.

#### *Barongarook Gardens Retirement Village and Aged Care facility*

- Sees social isolation as a major issue for the local ageing population.
- Considers transport costs to be a barrier to older people being more active.
- Suggests that a directory for older people of all of Council’s services for older people would be beneficial.
- Suggests intergenerational programming has a role to play in the meeting social isolation needs, improving the perceptions of older people in the community and keeping older people mentally and physically active.

#### *Mercy Health and Aged Care Colac*

- Suggests that access to services is the biggest need for older people in Colac Otway. The waiting time for appointments is too long.
- Mercy Health is finding it difficult to attract qualified staff.

#### *Colac Otway Shire*

- Provision of the relevant policy context for the ageing population is important in confirming Council’s commitment to managing the challenges of the ageing population.
- A mature age workers strategy would be of benefit to the organisation.



- The provision of computers with broadband internet, (and introductory classes for older people) in places where older people feel comfortable is likely to have a positive impact on access to information by older people. It would not resolve the information access problem alone though.
- Council undertook an oral history project five or six years ago. Another oral history project is a good idea but it would need to not replicate the last one.
- The Transport Connections program is looking to partner with community agencies and private providers to improve transport access. Funds are available to pilot transport initiatives over the next few years.
- Better integration across organisations of service provision for older adults is a priority.



## 6.2 Community Consultation

Eight community consultation sessions were held as follows:

| Date        | Venue                                          | Attendees |
|-------------|------------------------------------------------|-----------|
| 29 January  | Kanyana Senior Citizens Centre                 | 22        |
| 30 January  | Colac Tourist Information Centre               | 6         |
| 30 January  | Birregurra Hall                                | 11        |
| 31 January  | Apollo Bay Senior Citizens Centre              | 8         |
| 31 January  | Colac Otways Performing Arts & Cultural Centre | 10        |
| 18 February | Apollo Bay Senior Citizens Centre              | 15        |
| 25 February | Colac High School                              | 16        |
| 29 February | Colac Neighbourhood House                      | 16        |

The sessions were advertised through a range of sources including newspaper advertisements, distribution of flyers and direct letters to targeted groups. The structure of the sessions was centred on the State Government's framework of the age to be valued, involved, productive, active and consumer wise. A sixth category was added in order to facilitate discussion about the provision of care for older people. This category was 'the age to be cared for'.

While there were many differing opinions offered through the discussions had throughout the eight sessions, in general it is considered that the supported opinions from the community consultation were:

### The Age to be Valued

- Many older people feel valued when volunteering and when needed by family and friends.
- Older people need to feel needed by their families and the general community.
- Some do not feel valued by society, especially when they are no longer working.

### The Age to be Involved

- The lack of suitable transport is a problem for many older people.
- Kneeling busses help older people access bus services.





- Trains to and from Geelong need to be provided at more suitable times.
- The need for accessible car parking is high on the agenda for many older people.
- Many older people feel unsafe when crossing roads in Colac and Apollo Bay. Many streets do not have suitable crossings or footpaths clear of obstructions.
- Many older people feel unsafe in the vicinity of children on bikes and skateboards.

#### The Age to be Productive

- Older people are able to access volunteer opportunities locally if they want them.
- Some industries value older workers and are trying to retain them. Other industries do not.
- Some older people have a lot of time and are not sure what to do with it.

#### The Age to be Active

- There are plenty of accessible opportunities for physical and social activity for older people.
- Bluewater Fitness Centre provides an excellent service.
- Greater access to arts programs is required.
- There is a need to consolidate sources of information for older people including learning, recreation, housing, service information etc.
- There is a need to better coordinate marketing of available services and programs to the community.

#### The Age to be Consumer Wise

- While many take advice from friends and family, others would like access to information on legal issues, superannuation, insurance, driving, mobility scooters and technology.
- Many older people don't feel the need to learn new technologies. They get by with what they already know.

#### The Age to be Cared For

- Temporary access to home care and transport services for older people who may be temporarily ill or injured, is a service that is lacking.



- The HACC service is generally very good.
- The Kanyana Centre is not meeting the needs of enough residents, it could be utilised for a much wider range of programs and services for more people.
- There is no dentist in Apollo Bay.
- Getting suitable doctors appointments in Colac can be difficult.
- There is no low cost housing in Apollo Bay.

The session held at Colac High School was not run via the same format. This session was attended by sixteen year nine students. In this session the students were asked questions about their attitudes towards older people and their thoughts on their own ageing.

The students were asked to draw pictures of themselves as 70 year olds. Fifteen responses were received. Ten of the responses were considered to be positive and five negative. The positive responses included pictures of older people undertaking physical activity, being with family and being with animals. The negative responses included depictions of arguments with young people, old people using walking frames, being in a nursing home and watching others die.

Some of the other general responses from the session included:

- Most suggested that you become an 'older person' at the age of 60 to 65 but answers ranged from 50 to 70.
- Most respondents spent time with older people through their family members and family friends.
- Most enjoyed the stories told by older people and recognised that the stories were both fun and that you could learn from them.
- Most recognised the differences between older people and themselves but did not think this was a barrier to being friends. The differences were not a problem as it meant you could talk about more things.
- Most felt valued by older people as they thought older people enjoyed being with them.
- Many suggested that family was very high on their priority list now and would continue to be as an older person. Friends, sport, food, the opposite sex and pets were also mentioned as being important now.
- In the future many thought family, friends and health would be most important.



- Most were looking forward to having more spare time, doing nothing, reading, spending time with grandchildren, travelling, having scooters and being active as older people themselves.
- They were not looking forward to slowing down, getting wrinkles, watching family and friends dying and dying themselves.
- Many suggested that they would continue to use computers and current technology as they get older but would only learn newer technologies if they needed them.
- Some suggested that they are sometimes frustrated by older people when they are driving slowly or taking a long time at the checkout in the supermarket.
- The group found it difficult to understand how older people might sometimes feel intimidated by younger people.

### 6.3 Academic Research

There is a large amount of academic research on the health and wellbeing of ageing populations. The results of relevant research are provided within five headings below.

#### *Pre-retirement Planning*

Llewellyn, Balandin, Dew and McConnell (2007) argue that successful ageing requires optimum health and well-being, active support networks, community engagement and personal autonomy over life choices. It is argued that staying longer in paid work increases financial independence, social connectedness and self-worth through contribution to the community.

Once leaving the workforce, Llewellyn, Balandin, Dew and McConnell suggest that the key to healthy post-retirement ageing may be the undertaking of pre-retirement planning. Pre-retirement planning maximises opportunities to be productive. It is suggested that this process should be undertaken in the workplace through employee assistance programs<sup>34</sup>.

Quine, Bernard and Kendig (2007) contend that:

- Many baby boomers have not planned for their retirement or old age.

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<sup>34</sup> Llewellyn, Balandin, Dew and McConnell (2004) pp 366-368



- Low socio-economic status baby boomers are less likely to have planned because of limited resources.
- Low socio-economic baby boomers hold the government responsible for providing adequate income in their retirement as they have not had time to accrue sufficient superannuation<sup>35</sup>.

### *Workforce Participation*

Schofield, Passey, Earnest, Gloor and Shrestha (2007) suggest that participation rates for people in the workforce are directly related to self-reported health. The healthier the population, the higher the labour force participation rate. Higher labour force participation rates may be achieved through prevention of work-limiting conditions and through an economic landscape that improves accessibility of the work force to older people<sup>36</sup>.

Schofield and Fletcher (2007) suggest that baby boomers make up around 57% of the current health workforce in Australia and that their retirements over the coming years will create shortages in many employment sectors.

In terms of dentistry, a significant issue for the community of Apollo Bay, Schofield and Fletcher suggest that 22% of the already understaffed workforce will retire over the next 10 years and Australia's capacity to provide dental services will fall even further behind demand. It is predicted that by 2010 there will be 1500 fewer dentists than required across the country<sup>37</sup>.

### *Choice in Retirement*

Quine, Wells, de Vaus and Kendig (2007) undertook qualitative and quantitative research of mature aged workers to understand the importance of choice in retirement decisions and its impact on subsequent well-being.

The study suggests that many people in Australia are forced to retire due to factors beyond their control such as compulsory retirement policies, health problems and employment problems. These instances take choice away from retirees and can be the precursor to poor physical and mental health, depression, and poor adjustment to retirement. Perceptions of choice are increased by being

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<sup>35</sup> Quine, Bernard and Kendig (2007) pg 149

<sup>36</sup> Schofield, Passey, Earnest, Gloor and Shrestha (2007) pp 230-240

<sup>37</sup> Schofield and Fletcher (2007) pg 138



financially secure, owning a home, having a history of continuous employment and being in a stable relationship.

The results of the research identified that choice in retirement was an important factor in predicting future health and well-being both 12 months and 36 months after retirement. Participants who had low choice in retirement considered themselves as having worse health, lower levels of physical activity, lower levels of social activity, worse diet, less frequently feeling happy, and having a less satisfying marital relationship than participants who had high choice. Participants with high choice were likely to report increases in physical activity, social activity, and happiness<sup>38</sup>.

Research undertaken by Alpass, Towers, Stephens, Fitzgerald, Stevenson and Davey (2007) in New Zealand found that those who are currently retired and would prefer to be retired have adjusted to retirement better than those who have retired but would prefer some employment<sup>39</sup>.

#### *The effects of stereotypes on older people*

Levy, in her 1996 study on the effects of subliminally activated stereotypes on older people found that an intervention that activated positive stereotypes of aging without the participant's awareness tended to improve memory performance and views of aging in old individuals. Subsequently, an intervention that activated negative stereotypes of aging tended to worsen memory performance and views of aging in old participants.

A second study demonstrated that for the strong effects to emerge from the shifting stereotypes, the stereotypes must be important to one's self-image. Young individuals randomly assigned to the same conditions as the old participants in the first study did not exhibit any of the significant interactions that emerged among the old participants. This research highlights the potential for memory improvement in old individuals when the negative stereotypes of aging are shifted to more positive stereotypes<sup>40</sup>.

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<sup>38</sup> Quine, Wells, de Vaus and Kendig (2007) pp 173-179

<sup>39</sup> Alpass, Towers, Stephens, Fitzgerald, Stevenson and Davey (2007) pg 247

<sup>40</sup> Levy (1996) pg 1092



*Affordable Housing*

Cartwright (2007) suggests that affordable, accessible, and appropriate housing contributes to health and well-being.

Cartwright's research argues the increased need for affordable housing for older people due to the following trends:

- Particularly in coastal areas, some older homeowners are unable to meet increasing home maintenance and rates costs. This is leading some to sell their homes and seek more affordable accommodation.
- Shrinking public housing stock, gentrification and loss of caravan parks is lessening the availability of affordable accommodation.
- The shift in emphasis for the provision of aged care services from residential services to provision in private homes is increasing the numbers of older people requiring affordable accommodation.

The outcomes of the research suggested that older people preferred to be housed in small clusters of units, close to towns and integrated within the community as opposed to stand-alone houses, granny flats or semi-detached units. Access to transport was also considered important<sup>41</sup>.

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<sup>41</sup> Cartwright (2007) pp 258-266



## 7 Research Outcomes

The purpose of this section is to summarise the research undertaken and to clarify the opportunities for improvement for Colac Otway Shire.

### 7.1 What is Colac Otway Doing Well?

Colac Otway Shire and the agencies within are providing a range of opportunities that are meeting the needs of many of the older people within the community including:

- Home and Community Care
- Physical activities
- Learning opportunities
- Social activities
- Policy, planning and research
- Health promotion
- Facility provision
- Allied health services
- Volunteer opportunities
- Community infrastructure used by older people

### 7.2 Where Does Colac Otway Need to Improve? - Identified Priority Outcomes

Through the research undertaken, the following tasks have been identified as priority areas for inclusion within the Positive Ageing Strategy:

#### The Age to be Valued

- Update the relevant policy platform to confirm Council's commitment to positive ageing.
- Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership.
- Improve the portrayal of older people in the media and government publications.



- Provide greater opportunity for intergenerational programs.

#### The Age to be Involved

- Work towards provision of an age-friendly built environment.
- Improve access to transport opportunities throughout the Shire.
- Improve access to the internet throughout the Shire.
- Improve access to community events throughout the Shire.

#### The Age to be Productive

- Improve access to volunteer opportunities.
- Improve access to the work force.

#### The Age to be Active

- Improve communication and marketing of services and opportunities available to older people.
- Facilitate a more integrated approach to the provision of services and opportunities.

#### The Age to be Consumer Wise

- Provide a series of consumer wise information sessions and publications.

#### The Age to be Cared for

- Improve access to appropriate housing.
- Improve access to health services, especially considering outlying areas.
- Expand on the provision of health promotion opportunities.





## **8 Next Steps**

The next step in the process is to use the information gathered in this document to formulate the strategy plan for approval by the community and Council.



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United Nations Programme on Ageing

<http://www.un.org/esa/socdev/ageing/>

ALGA Planning for and Ageing Community

<http://www.alga.asn.au/policy/healthAgeing/ageing/>

Community Indicators Victoria

[http://www.communityindicators.net.au/wellbeing\\_reports/colac\\_otway](http://www.communityindicators.net.au/wellbeing_reports/colac_otway)

The MAV/COTA Local Government Positive Ageing project

<http://www.mav.asn.au/hs/ageing/positiveageing>

[http://www.cotavic.org.au/healthy\\_and\\_active\\_ageing](http://www.cotavic.org.au/healthy_and_active_ageing)

Mature Age Work

<http://www.jobwise.gov.au>

Australia's national agency for health and welfare statistics and information

<http://www.aihw.gov.au>





# Colac Otway Shire Positive Ageing Strategy Action Plan 2008 - 2012



Prepared by ASR Research  
Final Report - June 2008

## ACKNOWLEDGEMENTS

Colac Otway Shire acknowledges the contribution of the community reference group in driving the process to gather the relevant information for the Positive Ageing Strategy. The reference group members provided their invaluable knowledge and experience to ensure a comprehensive consultation process and outcomes relevant to the needs of the Colac Otway community.

### Community Reference Group Members

- Cr. Peter Mercer
- Ann Trew
- Judith Kennedy
- Yvonne Orr
- Heather Barker

Colac Otway Shire also acknowledges the 104 community members who attended the eight community consultation sessions held across the Shire. Council recognises that without the support of the community, providing an appropriate locally focused response to the challenges of the ageing population would not be possible.

Finally, Council recognises the contribution made by local service providers, government bodies, research agencies and Council staff towards the formation of this Action Plan. Representatives from over 30 organisations have provided their input at key stages throughout this process.

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## 1 Purpose of this Action Plan

The Victorian Government's Office of Senior Victorians suggests that:

*'Positive Ageing is a strategy to maximise the quality of life and social recognition of senior Victorians. Seniors play many vital roles in our community, as family members, carers, volunteers, neighbours, workers and consumers Positive Ageing will strengthen recognition of these roles'<sup>1</sup>.*

The purpose of this Action Plan is to adequately respond to the need for a Positive Ageing Strategy as outlined in the *Planning for Healthy Communities in the G21 Region 2006-09* report and Colac Otway Shire *Municipal Public Health Plan 2007-09*, as well as to contribute to the wellbeing of the community.

The population in Colac Otway is ageing. Catering for the needs of older people is going to become a larger part of the business of the Shire. The Productivity Commission's 2005 *Economic Implications of an Ageing Australia* research report recognised that in 2002/03, 49% of local government expenditure across Australia was attributed to the areas of education, health, welfare, housing and community amenities, recreation and culture. In acknowledging that a number of these services include expenditure on older people, the report suggests that the ageing population is likely to provide increasing demand on local government resources<sup>2</sup>.

Not only will the ageing population increase financial pressures on Local Government's provision of services and facilities, it will force communities to change their responses to the planning and design of key matters such as; urban landscapes; the provision of transport services; the community's housing needs and employment strategies. Communities must also find ways to harness the cultural knowledge and lifetime skills of older people.

Colac Otway Shire endeavours to provide Positive Ageing outcomes for its community through the provision of a strategy that is in line with the objectives of the Victorian State Government and the aspirations of the Colac Otway community.

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<sup>1</sup> Office of Senior Victorians (2004), pg 3

<sup>2</sup> Productivity Commission (2005), pp 291-293



## 2 Research Outcomes

The research methodology included the following steps:

- Formation of two reference groups, one for community members and the other for Colac Otway Shire staff
- International, national and local literature review
- Community profiling and population projection analysis
- Eight community consultation sessions across the Shire
- Interviews with over 30 representatives from local agencies, government bodies and research institutions
- Distribution of a draft report and action plan for public consultation
- Finalisation of the action plan for adoption by Council

The research undertaken concluded that Colac Otway Shire and the agencies within the region are providing a range of high quality services that are meeting the needs of many of the older people within the community including:

- Home and Community Care
- Physical activities
- Learning opportunities
- Social activities
- Policy, planning and research
- Health promotion
- Facility provision
- Allied health services
- Volunteer opportunities

The research also identified a number of priority service gaps to be addressed throughout the term of this strategy.



### 3 Key Result Areas and Tasks

The key result areas follow on from the theme of the Victorian Government's 2002 *Making this the Age to Be in Victoria* report with the addition of 'the age to be cared for'. The 'age to be cared for' was added in recognition of the role that local government plays in providing care services. The tasks have been identified through community and agency consultation as well as research into best practice provision for positive ageing outcomes.

| Key Result Area             | Tasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Age to be Valued        | <ul style="list-style-type: none"> <li>• Update the relevant policy platform to confirm Council's commitment to positive ageing.</li> <li>• Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership.</li> <li>• Improve the portrayal of older people in the media and government publications.</li> <li>• Provide greater opportunity for intergenerational programs.</li> </ul> |
| The Age to be Involved      | <ul style="list-style-type: none"> <li>• Work towards provision of an age-friendly built environment.</li> <li>• Improve access to transport opportunities throughout the Shire.</li> <li>• Improve access to the internet throughout the Shire</li> <li>• Improve access to community events throughout the Shire.</li> </ul>                                                                                                                                              |
| The Age to be Productive    | <ul style="list-style-type: none"> <li>• Improve access to volunteer opportunities.</li> <li>• Improve access to the workforce.</li> </ul>                                                                                                                                                                                                                                                                                                                                  |
| The Age to be Active        | <ul style="list-style-type: none"> <li>• Improve communication and marketing of services and opportunities available to older people.</li> <li>• Facilitate a more integrated approach to the provision of services and opportunities.</li> </ul>                                                                                                                                                                                                                           |
| The Age to be Consumer Wise | <ul style="list-style-type: none"> <li>• Provide a series of consumer wise information sessions and publications.</li> </ul>                                                                                                                                                                                                                                                                                                                                                |
| The Age to be Cared for     | <ul style="list-style-type: none"> <li>• Improve access to appropriate housing.</li> <li>• Improve access to health services, especially considering outlying areas.</li> <li>• Expand on the provision of health promotion opportunities.</li> </ul>                                                                                                                                                                                                                       |



## **4 Funding**

Responsibility for funding this Action Plan will rest with Council. It is suggested that funding opportunities be applied for to implement specific initiatives as they become available. It is also suggested that funding partnerships be arranged with local agencies to provide programs and services for older people when appropriate. Budgets for year 1 initiatives will be fully dependant on the sourcing of external funding where required.

## **5 Monitoring and Evaluation**

Overall responsibility for the implementation of this Action Plan lies with Colac Otway Shire's Manager of Health and Community Services.

Monitoring of progress should take place via progress reporting from responsible areas in February and August each year. This timing is designed to work in with Council's budget processes to ensure adequate funding of initiatives annually.

At the completion of the first two years of the strategy it is suggested that a major evaluation take place involving key external stakeholders. This review would offer changes to the Action Plan where necessary and re-invigorate support for the required outcomes.

While it has not been included within the Action Plan, Council may consider it preferable to form a Positive Ageing Reference Group of community, agency and Council representatives to coordinate its implementation. If this is the case, it is suggested that this group undertake the major evaluation at the completion of the first two years of the Action Plan as outlined above.

At the completion of the Action Plan it is suggested that the achievements be promoted to the community through integrated networks. At this time the research should be updated and the next phase of priorities identified for implementation.



## 6 Action Plan

### 6.1 Key Result Area 1 – The age to be valued

| Objectives                                                                                                                                        | Actions                                                                                                                                                         | Success Measurement                                                                                                                      | Responsibility                                | Budget                                 | Year                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------|----------------------|
| Update the relevant policy platform to confirm Council's commitment to positive ageing                                                            | Adopt the Positive Ageing Action Plan 2008-2012                                                                                                                 | Adoption of plans and statements as required                                                                                             | MH&CS<br><br>Partners:<br>SP                  | Nil                                    | 1                    |
|                                                                                                                                                   | Adopt a Positive Ageing policy that outlines Council's commitment to the ageing population                                                                      |                                                                                                                                          |                                               |                                        | 1                    |
|                                                                                                                                                   | Facilitate the inclusion of relevant Positive Ageing statements in the Municipal Strategic Statement, Municipal Public Health Plan and Council Plan             |                                                                                                                                          |                                               |                                        | As plans are updated |
| Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership | Continue to work within the G21 Alliance to ensure integration of regional and local priorities and plans relevant to the ageing population                     | Provision and use of relevant local research                                                                                             | MH&CS<br><br>Partners:<br>G21, DHS,<br>DU     | Financial contribution may be required | Ongoing              |
|                                                                                                                                                   | Continue to work with the Department of Human Services and Deakin University partnership to provide appropriate research to inform policy and service provision |                                                                                                                                          |                                               |                                        |                      |
| Improve the portrayal of older people in the media and government publications                                                                    | Develop a photo library of positive images of older people for publications and promotional events                                                              | Undertaking of a promotional campaign using positive images of older people and promoting understanding of older people in the community | A&DS<br><br>Partners:<br>RS, A&C, PR,<br>CONH | \$2000                                 | 1                    |
|                                                                                                                                                   | Investigate opportunities, and if feasible, undertake a promotional campaign involving positive images of older people in the community                         |                                                                                                                                          |                                               | \$2000                                 | 2                    |
|                                                                                                                                                   | Provision of positive information from Council in relation to the rights, responsibilities and opportunities for older people.                                  |                                                                                                                                          | MH&CS                                         | Nil                                    | Ongoing              |



| Objectives                                                 | Actions                                                                                                                                                                      | Success Measurement                                                                        | Responsibility                                           | Budget                  | Year                            |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------|---------------------------------|
| Provide greater opportunity for intergenerational programs | Investigate ways to link school students and older adults through intergenerational programs and if feasible undertake two pilot projects (such as a school reading program) | Completion of two pilot projects with a minimum of one project rolled out for continuation | A&DS<br><br>Partners:<br>CONH, RS,<br>A&C, SWDC,<br>CRLS | Nil<br>\$2000<br>\$2000 | 1<br>2 (Pilot 1)<br>3 (Pilot 2) |
|                                                            | Investigate opportunities, and if feasible, undertake an intergenerational seniors oral history project                                                                      | Satisfaction of participants and successful launch of completed project                    | A&C<br><br>Partners:<br>A&DS,<br>CRLS,<br>CONH,<br>DEECD | \$5000                  | 3                               |



## 6.2 Key Result Area 2 – The age to be involved

| Objectives                                                  | Actions                                                                                                                                                                                                                           | Success Measurement                                                           | Responsibility                                        | Budget | Year |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|--------|------|
| Work towards provision of an age-friendly built environment | Work with Colac Community to provide a walkability framework for access to the Colac town centre (including the provision of crossings, seating and re-charge points for mobility scooters)                                       | Walkability plans and maps completed and community satisfaction with outcomes | MH&CS<br><br>Partners:<br>SP, Inf, CAH, OH, OBI, APCC | \$2000 | 3    |
|                                                             | Work with Apollo Bay community to provide a walkability framework for access to the Apollo Bay town centre (including the provision of paving, crossings, seating and re-charge points for mobility scooters)                     |                                                                               |                                                       | \$2000 | 2    |
|                                                             | Assess the need for walkability improvements in remaining townships and undertake walkability framework plans as required                                                                                                         |                                                                               |                                                       | Nil    | 4    |
|                                                             | Publish a walkability map for each town to advertise the improved access to the town centres                                                                                                                                      |                                                                               |                                                       | \$4000 | 4    |
|                                                             | Set construction guidelines and a development process to ensure provision of age-friendly Council buildings on the basis of 'good access' principles                                                                              | Community satisfaction with Council buildings                                 | Inf<br><br>Partners:<br>A&DS                          | Nil    | 1    |
|                                                             | Council to provide information to local business informing them of the changing population and promoting age-friendly built environments for local businesses (including guidelines for the appropriate provision of car parking) | Provision of suitable information to all businesses with a shop front         | ED<br><br>Partners:<br>OBI, ABCC, Inf                 | \$5000 | 4    |



| Objectives                                                     | Actions                                                                                                                                                                                            | Success Measurement                                                                                      | Responsibility                                            | Budget                                                            | Year        |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------|-------------|
|                                                                | Investigate opportunities and undertake activities to increase the use of seniors' centres to better reflect the diversity of the older people in the community                                    | Usage of seniors centres for more varied activities and by a more diverse representation of older people | MH&CS<br><br>Partners:<br>U3A, Seniors Clubs, Probus      | \$5000<br>\$5000                                                  | 2<br>3      |
| Improve access to transport opportunities throughout the Shire | Ensure the input of older people into the Transport Connections program                                                                                                                            | Increased usage of public and community transport by older people                                        | TC<br><br>Partners:<br>Transport Connections stakeholders | Transport Connections can apply for funding from DOI for projects | Ongoing     |
|                                                                | Through the Transport Connections program, investigate the need for the provision of accessible transport modes, relevant transport routes and flexible timetables for residents within the region |                                                                                                          |                                                           |                                                                   |             |
| Improve access to the internet throughout the Shire            | Provide access to computers with broadband internet access at senior's centres and other places where older people feel comfortable attending                                                      | Increasing internet usage levels among older people                                                      | MH&CS<br><br>Partners:<br>GC, CONH, CRLS, U3A             | Nil<br>\$15,000<br>\$2000                                         | 1<br>2<br>3 |
|                                                                | Partner with community agencies to provide internet classes at the sites above                                                                                                                     |                                                                                                          |                                                           |                                                                   |             |
| Improve access to community events throughout the Shire        | Encourage the participation of older people at community events through provision of more activities and accessible services for their needs                                                       | Increased participation by older people and increased opportunities at events                            | A&DS<br><br>Partners:<br>RS, A&C, COPACC                  | Nil                                                               | Ongoing     |
|                                                                | Consider the expansion of Seniors Week events to include promotion of relevant services, information provision and intergenerational activities for residents throughout the Shire                 |                                                                                                          |                                                           | \$5000                                                            | Ongoing     |
|                                                                | Provide outreach performing arts opportunities in line with the Arts & Culture Strategic Plan                                                                                                      |                                                                                                          | A&C                                                       | Nil                                                               | 2           |





### 6.3 Key Result Area 3 – The age to be productive

| Objectives                                | Actions                                                                                                                                                                                                     | Success Measurement                                                   | Responsibility                               | Budget    | Year    |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------|-----------|---------|
| Improve access to volunteer opportunities | In line with the recommendations of the Volunteer Strategy 2008, improve access to information for prospective volunteers                                                                                   | Increased numbers of volunteers with matched skills to required tasks | A&DS                                         | Nil       | 2       |
|                                           | In line with the recommendations of the Volunteer Strategy, provide opportunities for training and skill development for older volunteers                                                                   |                                                                       | Partners:<br>OCC,<br>CONH, OH,<br>CAH        | Nil       | Ongoing |
| Improve access to the workforce           | Continue to implement strategies to overcome skills deficiencies and assess the need for workforce re-entry programs for older people as per the Colac Otway Economic Development and Tourism Strategy 2004 | More skilled mature aged workers re-entering the workforce            | ED                                           | ED budget | Ongoing |
|                                           | Investigate the creation of a skills bank of older people who wish to re-enter the workforce to allow them to connect with local businesses who require their skills                                        |                                                                       | Partners:<br>OCC,<br>GITAFE,<br>CONH,<br>WCC | \$5000    | 4       |
|                                           | Undertake a Mature Age Workers Survey for Council employees in partnership with Warrnambool City Council                                                                                                    | Retention rates of mature aged workers increasing                     | HR                                           | Nil       | 1       |
|                                           | Use the outcomes of the Mature Age Workers Survey to develop and implement a Mature Age Workers Strategy for Council employees                                                                              |                                                                       | Partners:<br>WCC                             |           |         |
|                                           | Work with relevant partners to drive local employers to adapt employment practices to meet the needs of mature aged workers.                                                                                |                                                                       | ED                                           | \$3000    | 4       |
|                                           | Partners:<br>CB, ABCC<br>Employment agencies                                                                                                                                                                |                                                                       |                                              |           |         |



## 6.4 Key Result Area 4 – The age to be active

| Objectives                                                                                  | Actions                                                                                                                                                                                                                                                                                            | Success Measurement                                                                                      | Responsibility                                                                 | Budget | Year    |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------|---------|
| Improve communication and marketing of services and opportunities available to older people | Develop an on-line integrated web resource that provides information specifically for older adults in Colac Otway including learning, recreation, arts and physical activity opportunities, transport information, care and housing information and links to relevant government information sites | Agreement for management of resource signed with partners and suitable solution designed and implemented | MH&CS<br><br>Partners:<br>CRLS, CAH, OH, A&DS, RS, A&C, U3A, CONH, ED, OCC, TC | \$6000 | 3       |
|                                                                                             | Update Council's community directory to include a specific section for seniors with information on relevant agencies and opportunities                                                                                                                                                             | More older people aware of the programs and services available to them in the community                  | A&DS<br><br>Partners:<br>CS, U3A, CONH, OH, CAH                                | Nil    | 2       |
|                                                                                             | Investigate ways to improve the availability of information on activities and services for older people in the community who do not have access to the internet                                                                                                                                    |                                                                                                          |                                                                                | \$5000 | 2       |
|                                                                                             | Investigate the opportunity to partner with the local community radio station to provide a regular radio show discussing relevant issues for older people                                                                                                                                          |                                                                                                          |                                                                                | \$5000 | 3       |
|                                                                                             | Investigate the potential of linking Planned Activity Groups to community learning opportunities provided by local agencies                                                                                                                                                                        |                                                                                                          |                                                                                | Nil    | 3       |
| Facilitate a more integrated approach to the provision of services and opportunities        | Work with relevant service providers to remove duplication of existing programs, provide cross-promotion and develop opportunities for new programs                                                                                                                                                | Negotiation of service provision partnerships                                                            | MH&CS<br><br>Partners:<br>CAH, RSL, CONH, OH, U3A, SWDC, OCC                   | Nil    | Ongoing |



**6.5 Key Result Area 5 – The age to be consumer wise**

| Objectives                                                              | Actions                                                                                                                                                                                                                                                           | Success Measurement    | Responsibility                                                          | Budget | Year |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------|--------|------|
| Provide a series of consumer wise information sessions and publications | In partnership with local traders, provide a series of information sessions for older people on relevant topics of interest such as real estate, share market, technology, home maintenance, volunteering, mobility scooter use and maintenance, safe driving etc | Attendance at sessions | A&DS<br><br>Partners:<br>CONH, OBI,<br>APCC, U3A,<br>Probus, OCC,<br>OH | \$2000 | 2    |
|                                                                         | Seek expressions of interest from the community and from a qualified provider to run a series of retirement planning information sessions annually                                                                                                                |                        |                                                                         | \$1000 | 3    |



### 6.6 Key Result Area 6 - The age to be cared for

| Objectives                                                               | Actions                                                                                                                                                                                                                                                      | Success Measurement                                        | Responsibility                              | Budget | Year    |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------|--------|---------|
| Improve access to appropriate housing                                    | Provide a home building, safety and renovation advice booklet for older adults to aid ageing in place                                                                                                                                                        | Provision and distribution of booklet to older people      | A&DS<br>Inf                                 | \$2000 | 4       |
|                                                                          | Provide a list of suppliers for residents who require general home maintenance services that are not able to be offered through the HACC program                                                                                                             |                                                            |                                             |        |         |
|                                                                          | Ensure appropriate representation for older people on the Affordable Housing Advisory Groups in Apollo Bay and Colac                                                                                                                                         | Increase in diverse housing opportunities for older people | ED                                          | Nil    | Ongoing |
|                                                                          | Participate in the G21 Affordable Housing Working Group                                                                                                                                                                                                      |                                                            |                                             |        |         |
|                                                                          | Continue to plan for the provision of future home based care, respite facilities and accommodation needs for the ageing population                                                                                                                           | Continued provision of services to meet demand             | A&DS<br>Partners:<br>OH                     | Nil    | Ongoing |
| Improve access to health services, especially considering outlying areas | Work with relevant partners to advocate for the provision of suitable health services in line with regional demand (including bulk-billing GP's in Colac, a dentist service in Apollo Bay and an increase in Community Aged Care Packages where appropriate) | Provision of increased suitable services                   | MH&CS<br>Partners:<br>BPCF, OH,<br>CAH, G21 | Nil    | Ongoing |
|                                                                          | Ensure the needs of the ageing population are considered in Council's work with regional partners to advocate for improved access to services                                                                                                                |                                                            |                                             |        |         |
|                                                                          | Service provision agencies, continue to provide ongoing monitoring and evaluation of the quality of their HACC services in consultation with service users and carers                                                                                        | Continued provision of services to meet demand             | A&DS<br>Partners:<br>OH                     | Nil    | Ongoing |



| Objectives                                                | Actions                                                                                                                    | Success Measurement                                                                                     | Responsibility                                            | Budget | Year    |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------|---------|
|                                                           | Work in partnership with the State Government to implement the HACC Active Service Model and the Well for Life program     | Continued provision of services to meet demand                                                          | A&DS<br><br>Partners:<br>OH, BPCF,<br>State<br>Government | Nil    | Ongoing |
| Expand on the provision of health promotion opportunities | Work with the health agencies to identify priorities and implement health promotion programs for older people in the Shire | Increased range of health promotion opportunities provided in line with regional health promotion goals | MH&CS<br><br>Partners:<br>LN, OH,<br>CAH                  | \$2000 | 2       |
|                                                           | Continue to work with the Colac Area Health and Otway Health to continue the Falls Prevention program                      |                                                                                                         | CAH, OH<br><br>Partners:<br>BPCF, A&DS                    |        | Ongoing |



## 7 Abbreviations

|        |                                                   |        |                                                   |
|--------|---------------------------------------------------|--------|---------------------------------------------------|
| A&C    | Arts & Culture – Colac Otway Shire                | GC     | Global Connector                                  |
| A&DS   | Aged & Disability Services – Colac Otway Shire    | GITAFE | Gordon Institute of TAFE                          |
| ABCC   | Apollo Bay Chamber of Commerce                    | HR     | Human Resources – Colac Otway Shire               |
| BPCF   | Barwon Primary Care Forum                         | Inf    | Infrastructure – Colac Otway Shire                |
| BWFC   | Blue Water Fitness Centre                         | MH&CS  | Manager Health & Community Services – Colac Otway |
| CAH    | Colac Area Health                                 | LN     | Leisure Networks                                  |
| CONH   | Colac Otway Neighbourhood Houses                  | OBI    | Otway Business Inc.                               |
| COPACC | Colac Otway Performing Arts and Cultural Centre   | OCC    | Otway Community College                           |
| COS    | Colac Otway Shire                                 | OH     | Otway Health                                      |
| CRLC   | Corangamite Regional Library Corporation          | PR     | Public Relations – Colac Otway Shire              |
| CS     | Customer Services – Colac Otway Shire             | RS     | Recreation Services – Colac Otway Shire           |
| DEECD  | Dept of Education and Early Childhood Development | RSL    | Returned Services League                          |
| DHS    | Department of Human Services                      | SP     | Strategic Planning – Colac Otway Shire            |
| DOI    | Department of Infrastructure                      | SWDC   | South West Do Care                                |
| DU     | Deakin University                                 | TC     | Transport Connections – Colac Otway Shire         |
| ED     | Economic Development – Colac Otway Shire          | U3A    | University of the 3 <sup>rd</sup> Age             |
| G21    | Council's of the G21 Alliance                     | WCC    | Warrnambool City Council                          |

## 8 List of Consulted Organisations

|                                        |                              |                                       |
|----------------------------------------|------------------------------|---------------------------------------|
| Apollo Bay Senior Citizen Club         | Colac Kanyana Club           | Mercy Health and Aged Care Colac      |
| Barongarook Gardens Retirement Village | Colac Neighbourhood House    | Municipal Association of Victoria     |
| Barwon Primary Care Forum              | Colac Neighbourhood Renewal  | Otway Business Inc.                   |
| Bass Coast Shire Council               | Colac Otway Workforce        | Otway Health                          |
| Beeac Nesters                          | Corangamite Shire Council    | Returned Services League              |
| Birregurra Community Health Service    | Council on the Ageing        | South West Do Care                    |
| Birregurra Senior Citizens Club        | Department of Human Services | University of the 3 <sup>rd</sup> Age |
| City of Greater Geelong                | Deakin University            | Warrnambool City Council              |
| Colac Area Health                      | Golden Plains Shire Council  |                                       |
| Colac High School Students             | Leisure Networks             |                                       |

## 9 References

See Colac Otway Shire Positive Ageing Strategy Research Paper - June 2008



## Positive Ageing Context

The population in Colac Otway is ageing. Colac Otway's population of over 60 year olds is projected to increase from 4,441 (21% of the population) in 2001 to 6,346 (30%) in 2021. This has an array of implications for the community including urban design, provision of transport services, employment, housing and service delivery.

The United Nations has led the world agenda on positive & healthy ageing. The Australian Federal and Victorian State Governments have developed more local responses to the ageing population, as has the G21 Regional Alliance.

A positive ageing strategy is required because the needs of older people are changing. There is increasing diversity within the population. Older people are living independently for longer, working longer, have higher levels of education and as such have different needs and expectations than older people 20 years ago.

## Full Text Documents

The full text documents, Colac Otway Shire Positive Ageing Strategy Research Paper and Colac Otway Shire Positive Ageing Strategy Action Plan 2008-2012 may be accessed from the Council's website.



### Colac Otway Shire

PO Box 283  
Colac Victoria 3250  
[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)  
[inq@colacotway.vic.gov.au](mailto:inq@colacotway.vic.gov.au)

### Colac Service Centre

2-6 Rae Street  
Colac Victoria 3250  
Ph: (03) 5232 9400  
Fax: (03) 5232 1046

### Apollo Bay Service Centre

69-71 Nelson Street  
Apollo Bay Victoria 3233  
Ph: (03) 5237 6504  
Fax: (03) 5237 6734



## Positive Ageing Strategy

ACTION PLAN 2008-2012



# Identified Priority Outcomes

## THE AGE TO BE VALUED

- Update the relevant policy platform to confirm Council's commitment to positive ageing.
- Continue to undertake regional research and planning in conjunction with G21 and the Department of Human Services / Deakin University partnership.
- Improve the portrayal of older people in the media and government publications.
- Provide greater opportunity for intergenerational programs.

## THE AGE TO BE PRODUCTIVE

- Improve access to volunteer opportunities.
- Improve access to the work force.

## THE AGE TO BE INVOLVED

- Work towards provision of an age-friendly built environment.
- Improve access to transport opportunities throughout the Shire.
- Improve access to the internet throughout the Shire.
- Improve access to community events throughout the Shire.

## THE AGE TO BE ACTIVE

- Improve communication and marketing of services and opportunities available to older people.
- Facilitate a more integrated approach to the provision of services and opportunities.

## THE AGE TO BE CONSUMER WISE

- Provide a series of consumer wise information sessions and publications.

## THE AGE TO BE CARED FOR

- Improve access to appropriate housing.
- Improve access to health services, especially considering outlying areas.
- Expand on the provision of health promotion opportunities.

# Acknowledgements

Colac Otway Shire acknowledges the contribution of the community reference group providing their invaluable knowledge and experience to ensure a comprehensive consultation process and outcomes relevant to the needs of the Colac Otway community.

Colac Otway Shire also acknowledges the 104 community members who attended the eight community consultation sessions held across the Shire and the contribution made by local service providers, government bodies and research agencies towards the formation of this Action Plan. Representatives from over 30 organisations have provided their input at key stages throughout this process.

# Further Information

For further information please contact:

**Manager Health & Community Services**  
Colac Otway Shire Council

PO Box 283, Colac, Victoria 3250  
Ph: (03) 5232 9400  
Fax: (03) 5232 1046

[inq@colacotway.vic.gov.au](mailto:inq@colacotway.vic.gov.au)  
<http://www.colacotway.vic.gov.au/>







It will also be important that the Agreement reflects the Memorandum of Understanding that has been finalised.

A copy of the chronological activities pertaining to the Beechy Precinct is also attached for background information purposes. This document outlines the key milestones and achievements of the project. The first public forum was held in August 2006. In addition to this the Project Management Group has met on a fortnightly basis and the project sub committees have been meeting regularly in response to their key activities or project demands.

Since July 2006 a number of media releases have provided information on the Precinct project and other aspects.

The current project timelines for the development and construction of the Global Connector including the Joint Use Library which is a component of Stage 2 is as follows:

- Final design specifications and tender documentation to be completed September 2008
- Call for tenders to the construction contract for the Global Connector including the Joint Use Library - October/November 2008
- Contract to be awarded in November/December 2008
- Construction to commence January 2009
- Facility to be opened and operational early 2010.

Stage two of the project also includes further classroom construction.

#### **Corporate Plan/Other Strategies/Policy**

The development of the Beechy Precinct is identified within the Colac Structure Plan and the Colac Otway 2006-2010 Recreation Strategy.

The development of the Beechy Centre is consistent with the Victorian State Government's Shared Facility Partnerships.

The introduction to the document published by DEECD "Shared Facility Partnerships - A Guide to Good Governance for Schools and the Community"

*"Schools are integral parts of our communities – physically, socially and culturally. They are places where young people develop the knowledge, skills and relationships to participate and contribute to their communities throughout their lives.*

*There is a long history in Victoria of schools and community partners working together to build and share facilities. Recently, this type of collaboration reflects the Victorian Government's commitment to providing world-class learning environments and ensuring positive benefits for communities, while retaining education as the core business of schools.*

*Under the Victorian Schools Plan, the Government is rebuilding and modernising all Victorian government schools, including through a number of regeneration projects. The Government recognises the important contribution that school–community partnerships make not only to educational outcomes but also to strong and vibrant communities. As a result a key focus of the Victorian Schools Plan is encouraging the shared use of school facilities by the community and collaborating with partners in joint venture infrastructure projects to service a broader range of community needs at a single location. By combining funds and resources, such partnerships expand the possibilities available to schools and other community organisations.*

*The Government recognises that partnerships and collaborations are essential for the best delivery of early childhood education and care. This pledge has been spelled out in Victoria's Plan to Improve Outcomes for Early Childhood Education. This includes a commitment to co-location on school sites.*

*Shared-facility partnerships offer an opportunity to bring together schools, local government and communities in developing facilities that provide widespread benefit. Different partners will have varying expectations of such partnerships, as well as different resources, skills and organisational requirements. Effective governance is framed by a shared vision and responsibilities, and is critical to the success of any shared-facility partnership."*

### **Issues/Options**

The planning and development of the Beechy Precinct has been progressing for the past two years and much of this planning has included consideration of how the facilities would function and be managed from an operational and facility asset perspective. One of the key issues is the recent change in State Government policy regarding the development and operation of joint use facilities between community and schools. Historically joint use facilities built on DEECD land have been accessible to the community out of school hours. This is just one example of a key issue and change as a result of the recent policy. Mechanisms to manage the use, access and operations of these joint use facilities are still within the confines of historic approaches. The key issue in developing the legally binding agreements for the Beechy Precinct Global Connector has been the challenge to develop new agreements that enable community and school access to the facilities and not limit access to out of school hours. It is imperative that regardless of changes to management and policy direction at any point in time, the original intent regarding access to these joint use facilities continues.

There are a number of options:

1. Council note the signed MOU as attached and note the draft Development and Joint Use Agreement as developed so far and consider the final agreement at the October 2008 Council Meeting.
2. Council note the signed MOU as attached and endorses the draft Development and Joint Use Agreement as attached.
3. Council note the signed MOU as attached and advises DEECD of Council's withdrawal of the project until a legally binding agreement is developed and endorsed by Council and DEECD.
4. Council note the signed MOU as attached and note progress made to date on the development of the legally binding agreement and delegate to the Chief Executive Officer the signing and sealing of the final Agreement.

### **Proposal**

It is proposed that consistent with Council's resolutions in relation to the Beechy Precinct, Council note the draft Development and Joint Use Agreement to further support the progress and implementation of the new community facilities.

It is proposed that the final agreement be considered by Council at the October 2008 Meeting.

### Financial and other Resource Implications

As previously reported significant staffing and financial resources have been committed to the Beechy Precinct planning and development achieved to date. Specific legal expertise has been sourced for the purpose of progressing the MOU and the legally binding agreement.

A detailed report on financial implications was included in the March 2008 Council Report. At the meeting Council committed to the implementation of the Global Connector.

The following includes part of the March report as well as updated figures.

#### Borrowing

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

Borrowings are identified as an important funding source for capital works programs. In the past, Council has previously borrowed strongly to finance large infrastructure projects, including those not on Council land such as the Bluewater Fitness Centre.

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

The latest 2007/08 figures indicate a further improvement in the various indicators.

#### Borrowing Position 2002/03 to 2007/08

| Year    | Total Borrowings<br>30-Jun<br>'000 | Working Capital<br>Ratio<br>% | Debt Mgt<br>Loan<br>Debt / Rates<br>% | Debt Mgt<br>Debt Serv Cost<br>/ Revenue<br>% |
|---------|------------------------------------|-------------------------------|---------------------------------------|----------------------------------------------|
| 2002/03 | \$4,591                            | 155%                          | 42.15%                                | 1.30%                                        |
| 2003/04 | \$4,865                            | 201%                          | 41.72%                                | 1.30%                                        |
| 2004/05 | \$4,333                            | 173%                          | 35.14%                                | 1.12%                                        |
| 2005/06 | \$3,923                            | 243%                          | 29.72%                                | 0.87%                                        |
| 2006/07 | \$3,466                            | 267%                          | 23.49%                                | 0.80%                                        |
| 2007/08 | \$2,980                            | 226%                          | 18.19%                                | 0.67%                                        |

#### Borrowing Position 2006/07 to 2010/11

| Year    | New Borrowings<br>'000 | Principal<br>Paid<br>'000 | Interest<br>Paid<br>'000 | Balance<br>30-Jun<br>'000 | Debt / Rate<br>Revenue |
|---------|------------------------|---------------------------|--------------------------|---------------------------|------------------------|
| 2006/07 | \$0                    | \$457                     | \$252                    | \$3,466                   | 23.49%                 |
| 2007/08 | \$0                    | \$486                     | \$221                    | \$2,980                   | 18.19%                 |
| 2008/09 | \$0                    | \$518                     | \$191                    | \$2,462                   | 13.99%                 |
| 2009/10 | \$0                    | \$305                     | \$161                    | \$2,157                   | 11.17%                 |
| 2010/11 | \$0                    | \$274                     | \$141                    | \$1,883                   | 9.11%                  |

The SRP indicates when Council should consider borrowing. The SRP indicates that the Shire will have the capacity to borrow up to \$6m by 2010/11. A smaller level of borrowings can occur earlier. The following factors should be taken into account when considering borrowing:

- Prudential guidelines and level of the rating base
- Ability to raise revenue to fund the project in addition to rates
- Achieving the right mix of capital works and debt commitments
- Community needs and demographics
- Major infrastructure assets that will serve the community for a long period of time

The Colac Otway Shire has been in a debt reduction phase for a number of years as indicated by the figures above.

Council is responsible and accountable for indebtedness and the cost of debt servicing needs to be controlled to manageable levels.

By comparing the level of debt and a number of different debt ratios within the large Shire council grouping it starts to provide a picture of what level of debt may be appropriate for Colac Otway.

The Large Shire Grouping includes 15 Councils of varying sizes.

As at 30 June 2007 the range of debt for the large Shire Grouping was \$1.1 million to \$13.4 million and the Debt Commitment ratios ranged from 4.2% to 9.2%. The average debt for the 15 Councils as at 30 June 2007 was \$6.36m (Colac Otway - \$3.47) while the average Debt Commitment ratio was 6.9% (Colac Otway – 5.0%).

These figures indicate that Colac Otway's debt level is well below the average for this group of Councils. The level of debt is approximately 55% of the average while Council's Debt Commitment ratio is approximately 72% of the average.

Council should also assess its capacity to borrow against the Victorian State Government's prudential guidelines.

All borrowings by individual councils are assessed under a borrowings assessment policy adopted by the Local Government Division.

The policy identifies four key areas of financial management with certain thresholds that are required to be met.

| Area                       | Financial Indicator                              | Threshold | Position<br>2005/06 | Position<br>2006/07 | Position<br>2007/08 |
|----------------------------|--------------------------------------------------|-----------|---------------------|---------------------|---------------------|
| <b>Liquidity</b>           | Current Assets to<br>Current Liabilities         | 110%      | 243.20%             | 266.60%             | 226.00%             |
| <b>Debt<br/>Exposure</b>   | Total indebtedness to<br>Total Realisable Assets | 50%       | 13.90%              | 12.10%              | 11.20%              |
| <b>Debt<br/>Management</b> | Total Debt as a % of<br>Rate Revenue             | 80%       | 30.24%              | 23.49%              | 18.19%              |
| <b>Debt<br/>Management</b> | Debt Servicing Costs as<br>a % of Total Revenue  | 5%        | 0.90%               | 0.80%               | 0.67%               |

Colac Otway Shire is well within the State Government prudential guidelines as at 30 June 2008 and is forecast to improve all thresholds except the liquidity ratio.

As can be seen Colac Otway is under the prudential guidelines set by the State Government and compares favourably with the Large Shire Grouping.

Borrowings are a critical component of the funding mix to deliver the infrastructure to the community.

The use of loan funds to fund capital expenditure is an effective mechanism of linking the payment of the asset (via debt redemption payments) to the successive Council populations who receive benefits over the life of that asset. This is known as intergenerational equity. This theory is based on the premise that successive generations and new residents should contribute to infrastructure or facilities that they will enjoy and benefit from.

By borrowing Council will ensure today's ratepayers are not fully funding these facilities.

There are limits though on what Council should borrow due to the cost of interest payments. If Council borrowed too heavily it would result in an inability to invest in capital works due to funds being consumed in debt repayment.

It is important that Council remains well within the prudential guidelines and other relevant indicators.

The March report indicated that Council could borrow to a maximum of \$4 million over a 3-4 year period 2008/09 to 2012/2013.

For example if Council borrowed an amount of \$1.3m for the Joint Use Library over a 15 year period it would equate to annual repayments of \$151,000 based on monthly repayments at an interest rate of 8.2%.

### Rates

The budget for 2008/09 increased general rates and charges by an average of 5.8%, Based on data from the MAV, Colac Otway Shire' rates per assessment is the average and on a per population basis is above the average for the large Shire grouping.

Rates and Charges are an important part as they are an important source of revenue.

Higher percentage of rates and charges as a proportion of total revenue represents greater financial independence and financial sustainability.

Over the last five years the percentage has increased:

|           |         |
|-----------|---------|
| - 2003/04 | - 40.9% |
| - 2004/05 | - 39.4% |
| - 2005/06 | - 44.0% |
| - 2006/07 | - 46.4% |
| - 2007/08 | - 49.7% |

Rates revenue will continue to be the major funding source for council operations in the foreseeable future. This is because government grants in most cases are pegged to around CPI levels, while costs to council keep increasing in excess of CPI. Council has limited capacity to raise revenue through other means.

It is also necessary to balance the importance of rate revenue as a funding source with community sensitivity to increases.

The funding of the Joint Use Library will result in an increase over and above allowed for in the SRP.

As noted above if Council borrowed an amount of \$1.3m for the Joint Use Library over a 15 year period it would equate to repayment of \$151,000 based on monthly repayments at an interest rate of 8.2%. This would equate to an approx 0.9% increase in rates.

#### Operating Costs

The MOU provides details on the responsibility for operating costs of the Global Connector Building.

#### Other Funding

Council has contributed financial and staff resources to the Beechy Precinct development.

The Global Connector including the Joint Use Library cost estimate of \$5,894,000 comprises the following confirmed allocations:

|       |             |
|-------|-------------|
| DEECD | \$2,940,000 |
| TAFE  | \$33,000    |
| COS   | \$2,921,000 |

Comprising:

- State Government - \$1,500,000 (Living Libraries \$500,000/CSF \$1,000,000)
- Federal Government - \$272,000
- Colac Otway Shire - \$1,149,000 (allow a maximum of \$1,300,000)

Note that these figures include cost escalations to the tender date and architect's fees.

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

Risk management and compliance issues pertaining to the design and development of the Beechy Precinct are continuously explored and addressed. Immediate risk management issues regarding the absence of a legally binding agreement are being considered in light of the progression of the tender documentation development and the calling of construction expressions of interest.

#### **Environmental Considerations**

As previously reported environmental considerations are being taken into account for the design and development of the Beechy Precinct and specifically the Global Connector.

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

The development of the MOU and the legally binding agreement have taken into account various operational, management and access aspects as identified throughout various consultation processes within the project planning. The Global Connector Sub Committee has been a key stakeholder in the development of specific details regarding the operational and management aspects of the facility which are reflected in the agreements. The Global Connector Sub Committee will reconvene shortly to address further issues with respect to operational and management aspects.

#### **Implementation**

It is proposed that the Draft Development and Joint Use Agreement be acknowledged by Council as the legally binding agreement for the Beechy Precinct Global Connector between Council and the DEECD.

**Conclusion**

The process of the Beechy Precinct and the Global Connector commenced some two years ago. The Chronological Overview provides details of the steps over that period.

The Global Connector has been a partnership between the Federal and State Governments, various agencies, the School and Council for the use and development of the facility.

The sharing of the facility between the School and the community will be formalised in a Joint Use Agreement.

**Attachments**

1. Beechy Precinct Project Overview Chronological Progress to Date
2. Memorandum of Understanding between Colac Secondary College Council, Colac Otway Shire Council and Department of Education and Early Childhood Development
3. Draft Development and Joint Use Agreement

**Recommendation**

***That Council note the draft Development and Joint Use Agreement and consider the signing of the final agreement at the October 2008 Council meeting.***

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## BEECHY PRECINCT

### PROJECT OVERVIEW CHRONOLOGICAL PROGRESS TO DATE August 2006 to September 2008

| DATE              | PROGRESS   |
|-------------------|--|
| 1 August 2006     | First Public Forum held with approximately 120 attendees with presentations from Regional Managers of the then Department of Education and Department of Victorian Communities. Introduction of the project concept.   |
| 8 September 2006  | Media announcement of the school merge.  |
| 24 October 2006   | Second Public Forum with approximately 90 attendees. Facilitated by the Mayor and design approach and elements presented by Leigh Dicker. Workshops held for input to concepts.  |
| 22 November 2006  | Council Report tabled providing update on the Beechy Centre project.   |
| 15 December 2006  | Third public forum facilitated by the Project Architect, Leigh Dicker. The forum was conducted as a workshop providing attendees with the opportunity to provide input to the concept designs as presented by Leigh Dicker.<br>Approximately 80 attendees, with a good cross community representation. |
| 14 February 2007  | Fourth Public Forum facilitated by the Mayor and Leigh Dicker encouraging the 80 attendees to participate in workgroups of particular interest; Global Connector, Performing Arts, Sports Facilities etc. Good community and school representation.  |
| 28 February 2007  | Colac Structure Plan endorsed. The Colac Structure Plan formally identifies the Colac Education, Recreation Community Precinct.  |
| 8 March 2007      | Project introduction presentation to Department Secretaries Peter Dawkins and Yehudi Blacher by Colac Otway Shire CEO and Mayor.   |
| 23 May 2007       | Council Report tabled providing an update of the Beechy Centre Project.  |
| 24 May 2007       | Beechy Centre Project Management Group commences fortnightly meetings with commencement of governance structure.   |
| 4 June 2007       | Approximately 27 school, Council, DEECD representatives and the project architect visited three library facilities in Melbourne (Altona Meadows, Hume Global Learning Village, Thomastown and Caroline Springs).   |
| 4 July 2007       | Project presentation to Stewart McArthur.  |
| 6 July 2007       | Application formally submitted to DVC (now Department of Community Planning and Development) for the planning, design and construction of all community elements of the project.   |
| 27 August 2007    | Fifth Public Forum<br>Targeted forum specifically for the development of the sub committee structures. Expressions of Interest were sought from key stakeholders to participate in the sub committees.   |
| September 2007    | First Global Connector Newsletter released   |
| 18 September 2007 | Memo and concept plans provided to interested library users.   |
| 26 September 2007 | Office Accommodation Review Council Report tabled.   |

|                  |   |
|------------------|---|
| September 2007   | Commencement of the project sub committees, specifically; <ul style="list-style-type: none"> <li>- Global Connector</li> <li>- Colac Youth and Recreation Centre</li> <li>- Bluewater Fitness Centre Stadium</li> <li>- Central Reserve</li> </ul>  |
| 1 October 2007   | Global Connector Public Forum with guest Dr. Alan Bundy. Approximately 40 general public attendees with the majority having an interest in the current library. School and community organisation representatives also.   |
| 9 October 2007   | Second Global Connector Newsletter released including copy of Dr Alan Bundy's preliminary report.   |
| 9 October 2007   | Traffic Management Plan Working Group first meeting; <ul style="list-style-type: none"> <li>- Agreed to project lead agency (Dept. Education and Early Childhood Development)</li> <li>- Agreed to financial contributions to the project (DEECD \$10,000, DOI \$5,000, VicRoads \$5,000 and COS \$5,000)</li> <li>- Project brief to be finalised and endorsed for commencement.</li> <li>- Formal engagement of Fenner Consulting to undertake the Traffic Management Plan</li> </ul> |
| 17 October 2007  | Formal election commitment pledge from Federal Government of \$635,000 further to the DOTARS application.   |
| November 2007    | Stratcorp engaged to undertake Bluewater Fitness Centre Feasibility Study.  |
| 12 November 2007 | Public Forum providing opportunity for input to preliminary plans.  |
| 20 November 2007 | Bluewater Fitness Centre Stadium Committee representatives visit Camperdown Stadium (Joint Use Stadium between Camperdown P-12 College and the Corangamite Shire).  |
| 23 November 2007 | First edition of the Education, Recreation & Community Precinct (Beechy Centre) Community Update released in the Colac Herald.  |
| 27 November 2007 | 1. GenR8 conducted workshop session with project partners to assist with the development of the draft Communication Strategic Plan.<br>2. Youth Forum held to discuss Beechy Precinct youth input and communications.   |
| 3 December 2007  | Disability Services Network Forum – project discussions and opportunity for input.  |
| 4 December 2007  | Colac Access Recreation Group (CARG) Forum – project discussions and opportunity for input.   |
| 10 December 2007 | Second edition of the Education, Recreation & Community Precinct (Beechy Centre) Community Update released in the Colac Herald.   |
| 17 December 2007 | Public Forum with the formal release of the Preliminary Global Connector Plans and commencement of the 8 week community consultation and review period.<br>Information packs including feedback forms released.   |
| 23 December 2007 | Education, Recreation & Community Precinct (Beechy Centre) – Community Update Number 3 released in the Colac Herald.  |
| 21 January 2008  | Education, Recreation & Community Precinct (Beechy Centre)- Community Update Number 4 released in the Colac Herald.   |
| 8 February 2008  | Submissions closed to Council.<br>From this consultation process a total of 362 submissions were received   |

|                   |  |
|-------------------|--|
|                   | <p>in the following format;</p> <ul style="list-style-type: none"> <li>• 223 completed feedback forms</li> <li>• 40 written submissions (with 5 hearings)</li> <li>• 95 individual postcards</li> <li>• 6 Petitions (with 3,516 signatures)</li> </ul> |
| 18 February 2008  | Formal commencement of Major Projects Financing Strategy for Council consideration in March 2008.  |
| February 2008     | Updated submission lodged to Department of Planning and Community Development based on Global Connector and Bluewater Fitness Centre Stadium QS figures and seeking Project Manager funding contributions.   |
| 25 March 2008     | Council formally considers and endorses recommendation to financially commit to the project on the basis of agreement specifications.  |
| April 2008        | Formally engaged Minter Ellison as legal expertise for the development of Precinct agreements.   |
| 23 May 2008       | Colac Otway Shire CEO and Officers met with DEECD Melbourne Facilities Unit representatives to discuss facility and operational agreements.  |
| 19 June 2008      | Colac Otway Shire CEO and Officers met with DEECD Melbourne Facilities Unit representatives to discuss facility and operational agreements.  |
| 2 July 2008       | Minister Bachelor announces funding from Living Libraries and Community Support Fund.  |
| 9 July 2008       | Minister Merlino announces funding for the Central Reserve Multi-Purpose Sports Legacy Project.  |
| 26 August 2008    | Council endorses the draft Memorandum of Understanding.  |
| 17 September 2008 | Memorandum of Understanding endorsed by DEECD and Colac Otway Shire CEO.   |

MEMORANDUM OF UNDERSTANDING

BETWEEN

COLAC SECONDARY COLLEGE COUNCIL

COLAC OTWAY SHIRE COUNCIL AND

DEPARTMENT OF EDUCATION & EARLY CHILDHOOD  
DEVELOPMENT

## Memorandum of Understanding

**Parties:** Colac Secondary College Council  
Colac Otway Shire Council and  
Department of Education & Early Childhood Development

### **Purpose**

This Memorandum of Understanding ("Memorandum") is entered with the intention that the Colac Secondary College Council (College Council), Colac Otway Shire (Shire Council) and the Department of Education and Early Childhood Development (DEECD) with the support of the Department of Planning and Community Development (DPCD) and the Post Compulsory Education Providers are undertaking a cooperative venture to establish a secondary school and community facilities for the benefit of all parties with the intention that the parties will develop a lasting relationship in a spirit of collaboration and consensus to implement the overall concept for the redevelopment of educational and recreational facilities on the Queen Street site (DEECD land) and Central Reserve (Council land) to be known as *The Beechy Precinct*.

### **Vision**

The vision of this project is to create an area that has enhanced community, recreation and educational facilities both for the school community and the local residents. It will be a facility of the future; a precinct that is a whole of community area. Three major points have guided the project/vision:

- An opportunity to create multi-purpose designed school and community facilities suitable to the 21<sup>st</sup> century that encourages all of the community to use.
- Sympathetic to the environment
- Energy sustainable

The whole precinct will provide a site that:

- Creates state of the art educational and recreational facilities that also encompasses:
  - Joint use school/community library and other school/community facilities to be known as the Global Connector building.
  - The Blue Water Fitness Centre (incorporating the stadium)
  - Central Reserve
  - Performing arts facilities
- Maximises learning outcomes for students and the wider community
- Contributes to the creation of a stronger sense of community
- Maximizes the use or multi-use of the facilities
- Improves the quality and range of formal and/or informal sport, recreation and community opportunities
- Will create resources and networks of lasting benefit
- Improves services and programs currently not available to the Colac community
- Improves or enhances social and economic benefits for the community

## Memorandum of Understanding

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The overall proposal fits with Shire Council and Department of Education and Early Childhood Development strategic directions and policies and also builds on Shire Council's policies, the State Government's Community Building, Community Strengthening initiatives, the Department of Education and Early Childhood Development's Building Futures, Schools as Community Facilities and Shared Facility Partnerships documents.

### **Context:**

The Project proposal includes the merger of Colac College and Colac High School into a single entity secondary college to be known as the Colac Secondary College, onto a new site in Queen Street, and amalgamates the interests of Colac Otway Shire to The Beechy Precinct. The site will incorporate new school facilities and joint use community facilities.

### **Definitions**

DPCD –Department of Planning and Community Development of the State of Victoria  
Shire Council – Colac Otway Shire Council

College – Colac Secondary College

College Council – Colac Secondary College Council

DEECD –Department of Education and Early Childhood Development of the State of Victoria

Post Compulsory Education Provider – a post-secondary education institution or other institution or person or body providing or offering to provide post-secondary education.

### **The documents referenced to support this Memorandum are:-**

- Community Building and Community Initiatives – Author DPCD
- Building Future Policy and process – Author DEECD
- Schools as Community Facilities document - Author DEECD
- Shared Facility Partnerships – Author DEECD and DPCD
- Colac Otway Shire Council's Plan - Shire Council
- Department of Planning and Community Development philosophy and funding guidelines

### **Scope of the Memorandum**

The parties agree that:

1. This memorandum is the beginning and basis of further agreements to be entered into in regards to the buildings and their uses to implement the vision.
2. This project will provide long lasting community benefits, improved education delivery service models and ensure community access and services, including integration of services (eg. library).
3. The development of the site is to include educational buildings, community facilities and services and shared community and recreation facilities / spaces (both indoor and outdoor).
4. The community spaces to be considered but not limited to include:- library, community facilities, Bluewater Fitness Centre (including the Stadium), sporting ovals and outdoor hard court surfaces.
5. The community components of the precinct must be agreed to by the parties.

## Memorandum of Understanding

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6. DEECD is to design and construct the Colac Secondary College and agreed community facilities on the Queen Street site. Shared facilities are to be designed in partnership between DEECD, the College Council and the Shire Council.
7. The Shire Council is to contribute an agreed share of construction costs for nominated facilities within the precinct.
8. Any variations required to the Shire Council's contribution or components of the project will be subject to the Shire Council's consideration and referred to for the Shire Council's approval.
9. The parties will, individually or jointly, source appropriate capital funding from appropriate sources at Local, State and Federal Government levels.
10. Project construction responsibilities will be with the College Council and the Department of Education and Early Childhood Development as detailed in the Development and Joint Use Agreement. The progress of this will be regularly reported to the Shire Council and other stakeholders with appropriate representation at site meetings throughout the construction process as required.
11. A management group, to be known as the Project Management Group, will be established to inform the strategic direction and operation of the site to completion.
12. Members of the Project Management Group will be from DEECD (central & regional offices), the College Council, the Shire Council, DPCD and Post Compulsory Education Providers representatives.
13. The Project Management Group will establish sub-committees, working parties and/or advisory groups to support the development of facilities. Membership of these will include as appropriate various stakeholders, users or members of the local community.
14. A governance structure will be established for the ongoing management, operation and maintenance of the Beechy Project facilities as outlined in the appropriate agreements to be developed in consultation with the parties.
15. The terms and conditions for the construction, management, operation and joint use of the Global Connector building will be as per the Development and Joint Use Agreement for this building to be developed in consultation with all the parties.
16. Department of Planning and Community Development, DEECD and Shire Council have committed funding for the appointment of a facilitator position for the defined period for the development of the facilities operations.
17. It is intended that the Blue Water Fitness Centre Stadium shall continue operation throughout the construction of the secondary school and community facilities.
18. The Corangamite Regional Library located at 105 Gellibrand Street, Colac shall continue operation throughout the construction of the new Global Connector facility.
19. A communication protocol will be developed and the parties agree to keep all stakeholders informed on the Project.
20. All traffic movement and car-parking in and around the Beechy Precinct will be considered as a part of this Project.

**Global Connector Building**

The parties agree that they will enter into a Development & Joint Use Agreement for the Global Connector building. A copy of the motion of the Shire Council on 25th March 2008 regarding the Global Connector building, including the joint use library, is annexed as Annexure 1 for reference.

The parties agree that the following general principles will apply to the Global Connector building and will form the basis for the Development & Joint Use Agreement:

- a) Funding for the construction of the Global Connector is confirmed as follows (excluding GST):

|                              |             |
|------------------------------|-------------|
| DEECD (as a part of Stage 2) | \$2,940,000 |
| TAFE                         | \$33,000    |
| Shire Council                | \$2,921,000 |

[The Shire Council's funding is comprised of:

|  |              |
|--|--------------|
| State Government                                 | \$1,500,000  |
| (Living Libraries \$500,000 and CSF \$1,000,000) |              |
| Federal Government                               | \$272,000    |
| Shire Council                                    | \$1,149,000] |

(Note the Shire Council's contribution is capped at a maximum of \$1,300,000, subject to the Development and Joint Use Agreement and prior to entering into the building works contract)

- b) The design has been developed through consultation with DEECD, the College, the College Council, the Shire Council and community stakeholders. The design (Design Development stage) has been endorsed by Shire Council, College Council and DEECD.
- c) A Joint Committee will be established for the management and operations of the Global Connector including the joint use library. The Joint Committee should ensure consistent approaches to usage that reflect school and community needs. This group will have representatives from all parties and community representation. The chair will be rotated between the College Council and the Shire Council.
- d) The Development and Joint Use Agreement will include an initial term of 30 years with a further term of 20 years.
- e) The College Council will be responsible for maintenance and the Shire Council will reimburse the College Council 50% of these costs being the agreed percentage rate.
- f) The College Council will pay all operating costs for the joint use facility as they fall due and payable. The Shire Council will reimburse the College Council 50% of these operating costs being the agreed percentage rate.
- g) Insurance of the joint use facility (Global Connector building) will be procured, maintained and paid for by the Shire Council. The College Council will reimburse the Shire Council 50% of the insurance cost being the agreed percentage rate.
- h) Each party will insure their own equipment and/or resources. The cost of insurance for any equipment and/or resources jointly purchased will be shared at the agreed 50% rate.
- i) Signage of the Global Connector entrance will give prominence to the main use being a library. Further signage within the Beechy Precinct including the Colac Secondary College will be agreed to by all parties.



## Memorandum of Understanding

- j) The operating hours to the community of the library to be at least 41 hours, this includes school hours, unless otherwise agreed by all the parties.
- k) A single booking system to be developed for users/hirers for the community components of the Global Connector building.
- l) The initial book stock should be a minimum of 50,000 items drawn from the College and Corangamite Regional Library Corporation (Colac Branch) existing stock. Additional new equipment and resources will be sought in consultation with all parties under the guidance of the Joint Committee.
- m) Renewal of the Global Connector building during the term of the agreement will be subject to negotiation between all parties.
- n) While it is recognized that the asset is 100% owned by DEECD, the Shire Council contributed 50%, with state government assistance, to the construction of the Global Connector building and is a joint user. As the agreement has an end point, unforeseen maintenance or capital expenditure items will need to be negotiated and discussed to achieve a fair and reasonable outcome.
- o) All staff working in the joint use library are to be employed through a single employment arrangement either the Corangamite Regional Library Corporation or Shire Council (subject to consultation and agreement with affected parties and meeting industrial requirements).
- p) Staffing levels to be at least maintained based on:
  - the Shire Council's current level of staffing at the existing Corangamite Regional Library (Colac Branch); and
  - the College Council's entitlement for library staff.
- q) The College Council's contribution towards the cost of employing staff for the library shall be determined by the College Principal each school year based on the cost of the staff the College would normally be expected to incur in operating a school library at the College during school hours and based on the actual number of students at the College on the Queen Street site, as indicated in the College's Student Resource Package for that school year.

### **Dispute resolution**

Any dispute or difference arising under this Memorandum will be referred to senior representatives of the parties who have authority to settle the dispute.

Dispute resolution processes in relation to components of the project will be reflected within the individual agreements.

### **Follow-up agreements**

This Memorandum details the strategic principles agreed to by the parties.

Other agreements between the parties will be negotiated and will include but are not limited to:

- Development and Joint Use Agreement for the Global Connector
- Joint Use Agreement for the Blue Water Fitness Centre (incorporating the stadium)
- Joint Use Agreement for the Central Reserve

Memorandum of Understanding

Executed as a Memorandum of Understanding

On behalf of Department of Education and Early Childhood Development

Name: Dr Peter Stewart

Title: General Manager, Infrastructure Division

Signed: \_\_\_\_\_

Date: / /2008

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

On behalf of Colac Secondary College Council (College Council)

Name: Jeff Johnson

Title: President

Signed: \_\_\_\_\_

Date: 17/9/2008

Signature of Witness: \_\_\_\_\_

Name of Witness: EMMA HALL

On behalf of the Colac Otway Shire Council (Shire Council)

Name: Tracey Slatter

Title: Chief Executive Officer

Signed: \_\_\_\_\_

Date: 17/9/2008

Signature of Witness: \_\_\_\_\_

Name of Witness: S.M. White

**Annexure 1**

Motion of Colac Otway SHIRE on 25<sup>th</sup> March 2008 regarding the Global Connector Joint Use Library.

*That Council commit to the implementation of the Global Connector including 1,500 square metres of joint use facilities comprising a library, meeting, lecture and seminar rooms, "children's corner" and gallery for full time joint community and school use, in partnership with the Department of Education & Early Childhood Development (DEECD) and commit to the allocation of \$3M in funding subject to:*

- 1.1 Confirmation from the State Government of an allocation of at least \$1.5M towards the community component of the joint use facility and DEECD contributing \$2.94M towards the total cost of the joint use facility (estimated to be approximately \$6M);*
- 1.2 The design being consistent with the preliminary drawings presented to the community for consultation on 17 December 2007 and incorporating the feedback from the community consultation (as per attachment A) and Council endorsing the final plans prior to contract documentation;*
- 1.3 Signage and entrance giving prominence to the main purpose of the building being a library (and not the main school entrance);*
- 1.4 Agreement by all parties to the key elements of a governance model and a joint use agreement of a minimum of 30 years, but preferably 40 years, comprising (unless otherwise agreed by Colac Otway SHIRE):*
  - (a) Establishment of a management body that is chaired by a person independent of the Department of Education and Early Childhood and Development and the Colac Otway Shire and comprising representatives of all parties including a community representative to provide ongoing governance direction for the joint use facility;*
  - (b) The joint use facility operating for a minimum of 30 years (with a preference for 40 years) with the option being provided to Colac Otway SHIRE for a further extension of up to 20 more years (to guarantee long term community use of the facility commensurate with the public funds being invested in the public library, lecture, seminar and meeting room components of the facility);*
  - (c) The DEECD paying all Operating Costs for the joint use facility as they fall due and payable and Colac Otway Shire reimbursing the DEECD for not more than 50% of the operating costs. For the purposes of this clause, Operating Costs means all recurrent costs and expenses of operating and maintaining the joint use facility (excluding Staff Costs) including (but not limited to):*
    - (i) all rates and taxes (the DEECD is exempt from these)*
    - (ii) insurance costs;*
    - (iii) all routine maintenance and repair costs (including air conditioning);*
    - (iv) cleaning of the joint use facilities and surrounds including carpark;*

- (v) *power, gas, water, telecommunications and other utilities supplied to and used in or at the joint use facility; and*
- (vi) *the cost of operating and maintaining all other services, facilities and equipment in the joint use facility.*
  
- (d) *The relative percentage share of floor space (on a 50:50 basis) for the various parts of the joint use facility and the relative proportions applicable to each party will be clearly documented, agreed and used as the basis for shared cost attribution;*
- (e) *Facility insurance is the responsibility of the DEECD;*
- (f) *Insurance for equipment, books and other resources would be insured on the basis of an agreed percentage proportion;*
- (g) *Based on the minimum book stock of 50,000, purchase and replacement of book stock, library furniture and equipment will be based on an initial audit of current stocks at establishment and an agreed contribution for ongoing maintenance and increase of stock in accordance with the needs of each party (there will be no cross subsidization between the parties for their respective book stock and equipment needs);*
- (h) *Agreed basis for the contribution towards new equipment and any adjustment to this being agreed by the Management Body; (see 22i)*
- (i) *The DEECD promptly carrying out all maintenance and repair works to the facility and associated fixed equipment such as air conditioning unit, including adherence to an agreed maintenance schedule and maintenance standard and Council will reimburse the cost of these maintenance works up to 50% of the total cost;*
- (j) *The DEECD being responsible for carrying out and funding 100% of all necessary maintenance and repairs of a capital nature (ie major structural repairs and replacement; major repairs and replacement of any fixed plant and fixed equipment including such as air conditioning unit so that the library remains in an agreed standard consistent with industry standards, legislation);*
- (k) *Renewal of the joint use facility is 100% the funding responsibility of the DEECD;*
- (l) *All staff working in the joint use library are to be employed through a single employment arrangement - either the Corangamite Regional Library Corporation or Colac Otway Shire (subject to consultation and agreement with affected parties and meeting industrial requirements);*
- (m) *Staffing levels to be at least maintained at the current level of the combination of Colac High School, Colac College and Colac Otway Shire as per both budget and EFT allocations for 2006/07 financial year with each parties ongoing contribution to staffing costs being based on these proportions (plus the respective industrial and CPI increases);*

## Memorandum of Understanding

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- (n) The library operating to the public for at least 41 hours per week including at least for the current hours that the Colac Municipal Library operates unless otherwise agreed by the Management Body and by Colac Otway SHIRE;*
- (o) Supervision arrangements to ensure an appropriate balance and diversity of users groups including students and other community members;*
- (p) A single booking system for meeting, lecture and seminar rooms.*

draft

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**The Minister for Education**

Minister

**The *[Insert name]* School Council**

School Council

***[Insert Licensee's name]***

Licensee

## **Development and Joint Use Agreement (Responsible Partner)**

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As at *[insert date]*

*[Insert name of School]*  
117033459

DJUA (v[ ])

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DRAFT

## This Development and Joint Use Agreement made on the date stated in Item 1 of the Schedule

**Parties**

The **Minister for Education** of 2 Treasury Place, East Melbourne 3002, for and on behalf of the State of Victoria and the Department of Education and Early Childhood Development ("**Minister**")

The *[insert name]* School Council of *[insert address]* ("**School Council**")

*[Insert name of Licensee and ACN if applicable]* of *[insert address]* ("**Licensee**")

**[Parties to confirm correct legal name and address. Name of School pursuant to Constituting Order to be confirmed ]**

### Recitals

- A. The Minister is a responsible Minister under the Act.
- B. The School Council is a body corporate under the Act.
- C. The Licensee is a body corporate under the *Local Government Act 1989* (Vic). *[Insert if Licensee is a Local Government Authority or insert/amend one of the following as appropriate:]*
- The Licensee is an incorporated association under the *Associations Incorporation Act 1981* (Vic).
- The Licensee is registered as a proprietary company under the *Corporations Act 2001* (Cth).
- D. The Land is used for the purposes of the School, being a "Government School" within the meaning of the Act.
- E. The parties have agreed to build the Facility/Upgrade *[strike out whichever does not apply]*, and the School Council has agreed to grant a licence to the Licensee to use the Facility for the Permitted Purposes, subject to and upon the terms and conditions of this Agreement.
- F. The Minister, School Council and the Licensee agree that from the Date of the Agreement or upon the Date of Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]*, the Joint Use Provisions will become effective for the purpose of regulating the use of the Facility.

### The Parties agree

---

## 1. Definitions and interpretation

### 1.1 Definitions

In this Agreement, unless inconsistent with the context or subject matter:

"**Act**" means the *Education and Training Reform Act 2006* (Vic).

"**Adjustment Event**" has the meaning given to it in the GST Legislation.

**"Agreement"** means this Development and Joint Use Agreement including any Annexures and Schedules.

**"Building Works Contract"** means the building works contract to be entered into by the *[insert party responsible for construction]* and the Contractor for the construction of the Facility/Upgrade *[strike out whichever does not apply]* being a construct only contract in the form of Australian Standard - General Conditions of Contract (AS2124-1992) as amended in accordance with Ministerial Directions issued under the *Project Development and Construction Management Act 1994 (Vic)*.

**"Calendar of Use"** means the calendar of use for the Facility prepared in accordance with clause 12.2. *[Delete if Hours of Use clauses are applicable]*

**"Capital Expenditure"** means expenditure on new works or upgrade works in relation to the Facility.

**"Certificate of Practical Completion"** has the meaning given to that term under the Building Works Contract.

**"Construction Contributions"** means the financial contributions of the Minister, the School Council and the Licensee towards the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]*.

**"Construction Costs"** means the amount specified in Item 7 of the Schedule, being the estimated costs of constructing the Facility/Upgrade *[strike out whichever does not apply]* at the Date of the Agreement.

**"Contractor"** has the meaning given to it under the Building Works Contract.

**"CPI"** means the All Groups Consumer Price Index number published by the Australian Bureau of Statistics or, if the All Groups Consumer Price Index number ceases to be published, the nearest equivalent economic indicator.

**"Date of Practical Completion"** has the meaning given to that term under the Building Works Contract.

**"Date of the Agreement"** means the date in Item 1 of the Schedule.

**"Defects Liability Period"** has the meaning given to it under the Building Works Contract.

**"Department"** means the Department of Education and Early Childhood Development of the State of Victoria.

**"Existing Facility"** means the existing facility as described in Item 2 in the Schedule and outlined in blue on the Plan. *[strike out if not appropriate - see definition of Facility]*

**"Facility"** means the facility as described in Item 2 in the Schedule and outlined in blue on the Plan.

*[or*

*if the Agreement provides for an Upgrade to an Existing Facility:]*

**"Facility"** means the Existing Facility up until the Date of Practical Completion of the Upgrade, and thereafter the Existing Facility and the Upgrade.

**"Final Certificate"** has the meaning given to that term under the Building Works Contract.

**"Further Term"** means the period by which the Licence is extended (if at all) under clause 11.4.

**"Government Agency"** means a body or person charged with the administration of any Law.

**"GST"** means the tax payable on taxable supplies under GST Legislation.

**"GST Legislation"** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

**"Hours of Use of the Facility"** means the hours set out in Item 13 of the Schedule.

**"Hours of Use of the Licensee"** means the hours set out in Item 12 of the Schedule.

**"Initial Term"** means the period of time for which the Licence is granted under clause 11.3.

**"Input Tax Credit"** has the meaning given to it in the GST Legislation.

**"Joint Use Provisions"** means clauses 11 to 16 inclusive of this Agreement.

**"Land"** means the whole of the land marked with a red border on the Plan.

**"Law"** means any legislation and includes any subordinate legislation, ordinances, by-laws, regulations, rules, other statutory instruments issued and orders made under that legislation.

**"Licence"** is the non-exclusive licence to use the Facility granted under clause 11.1.

**"Licence Fee"** means the annual fee payable by the Licensee under clause 11.2.

**"Licence Term"** means:

- (a) the term of the Licence, comprising the Initial Term and the Further Term; or
- (b) if this Agreement is terminated prior to the end of the Initial Term or the Further Term (as the case may be), the period up to and including the date of such termination.

**"Minister"** means the Minister responsible for the administration of relevant provisions of the Act.

**"Permitted Purposes"** means the use of the Facility as specified in Item 3 of the Schedule or as amended and agreed to by the School Council from time to time and notified in writing to the Licensee.

**"Plan"** means the plan annexed as Annexure A.

**[School Council to provide an appropriate Plan (or plans) identifying the Land] [Delete if agreement provides for Upgrade of Existing Facility]**

**[School Council to provide an appropriate Plan (or plans) identifying the Land, the Existing Facility and the proposed Upgrade. Subject to this plan (or plans) the**

**definition/descriptions of the Existing Facility and components of the Upgrade may need to be amended] [Delete if no Existing Facility]**

"**Principal**" means the principal of the School or any other person acting from time to time as and with the authority of the principal of the School.

"**School**" means the School described in 0 of the Schedule.

"**School Day**" means a day on which the School is open.

"**School Hours**" means, in respect of a School Day, the hours as set out under Item 5 of the Schedule.

"**Specifications**" means the plans and specifications for the construction of the Facility/Upgrade *[strike out whichever does not apply]* contained in or referred to in the Building Works Contract.

"**Statutory Charges**" means any amount charged against the Facility by any Government Agency.

"**Superintendent**" means the superintendent appointed under the Building Works Contract.

"**Tax**" means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on net overall income.

"**Taxable Supply**" has the meaning given to it in the GST Legislation.

"**Upgrade**" means the upgrade to the Existing Facility as described in paragraph (b) of Item 2 of the Schedule, and coloured in yellow on the Plan, to be constructed in accordance with the Specifications *[strike out if not appropriate - see definition of Facility]*

"**Valuer-General**" means the holder of the office of Valuer General under the *Valuation of Land Act 1960*.

"**Variation**" has the meaning given to that term in the Building Works Contract.

## 1.2 Interpretation

In this Agreement, unless inconsistent with the context or subject matter:

- (a) a reference to any legislation or legislative provision:
  - (i) includes any statutory modification or re-enactment of, or legislative provision substituted for that legislation or legislative provision; and
  - (ii) includes any subordinate legislation, ordinances, by-laws, regulations, rules, other statutory instruments issued and orders made under that legislation or legislative provision;
- (b) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (c) any marginal notes or headings are included for convenience and will not affect the interpretation of this Agreement;
- (d) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (e) the singular includes the plural and vice versa;
- (f) words denoting any gender include all genders;
- (g) if any day specified by this Agreement falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993 (Vic)* as a holiday for the whole day, that day will be the next day following the specified day which is not a Saturday, Sunday or day appointed under the *Public Holidays Act 1993 (Vic)*;
- (h) a reference to this Agreement includes any schedule, annexure, special conditions or attachment to it;
- (i) a reference to a recital, clause, subclause, paragraph, schedule, annexure or attachment is to a recital, clause, subclause, paragraph, schedule, annexure or attachment of or to this Agreement;
- (j) a reference to this Agreement or to any deed, agreement, document or instrument includes a reference to such documents as amended, novated, supplemented, varied, altered or replaced from time to time;
- (k) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government body and vice versa;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (n) a reference to "**dollars**" or "\$" is reference to Australian currency;
- (o) the terms "**including**" and "**include**" are not terms of limitation;
- (p) a reference to a matter being "**to the knowledge**" of a person means that the matter is to the best of the knowledge and belief of that person after making reasonable enquiries in the circumstances.

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## 2. Necessary approvals

- (a) The Minister approves, pursuant to sections 2.3.12(1) and 5.2.7(5) of the Act:
  - (i) the School Council entering into this Agreement; and
  - (ii) the construction of the Facility/Upgrade [*strike out whichever does not apply*] on the Land in accordance with the Specifications.
- (b) [*Insert if Licensee is a Local Government Authority*] The Licensee confirms that it has obtained, at its own cost, all the necessary approvals and consents required

under the *Local Government Act 1989* (Vic) to enable it to enter into this Agreement and to comply with its obligations.

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### **3. Nature of rights granted**

#### **3.1 Grant of Licence**

The Minister and the School Council grant a licence to:

- (a) the Licensee and its servants and agents; and
- (b) the Contractor and its servants and agents,

to enter upon the Land and to do all such things as may be necessary to carry out their obligations under this Agreement and the Building Works Contract in relation to the construction of the Facility/Upgrade [*strike out whichever does not apply*].

#### **3.2 No Proprietary Rights**

- (a) The rights conferred by this Agreement:
  - (i) will rest in contract only; and
  - (ii) will not create in or confer or grant upon or in the School Council or the Licensee or any other person (either jointly or severally) any estate or any tenancy or interest whatsoever in the Facility, or otherwise create any estate or interest in the Land.
- (b) The parties acknowledge that:
  - (i) the use of the Facility by the Licensee and members of the public will not be exclusive and will be subject to the provisions of this Agreement; and
  - (ii) the right to exclusive possession of the Facility shall remain with the State of Victoria.

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### **4. Security**

*[Clause 4 to be inserted only if the Licensee is responsible for construction and is not a Local Government Authority]*

#### **4.1 Provision of Licensee's Construction Security**

The Licensee must, on or before the Date of this Agreement, provide the School Council with security for the performance by the Licensee of its construction obligations set out in clauses 5 and 6 of this Agreement, in the amount specified in Item 6 of the Schedule in the form of Annexure C from a financial institution approved by the School Council ("**Licensee's Construction Security**").

#### **4.2 Access by School Council to Licensee's Construction Security**

The School Council may have recourse to the Licensee's Construction Security without notice to the Licensee if, in the reasonable opinion of the School Council:

- (a) the Licensee or any of its employees, contractors or agents has caused loss, cost, damage or expense to the School Council or the School;
- (b) the School Council makes a written demand on the Licensee for the amount of such loss, cost, damage or expense; and
- (c) the Licensee has failed to:
  - (i) pay the School Council the amount demanded; or
  - (ii) provide the School Council with reasons why the Licensee should not be held liable for such loss, cost, damage or expense,

by the time for payment set out in the demand.

### 4.3 Release of Licensee's Construction Security

- (a) Within 14 days of the issue of the Certificate of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]*, the School Council will, in respect of the Licensee's Construction Security, notify the Bank that one half of the Licensee's Construction Security is no longer required; and
- (b) Within 14 days of the issue of the Final Certificate, subject to the Licensee having complied with its obligations under this Agreement, the School Council will notify the Bank the remaining undertaking is no longer required.

### 4.4 Director's Guarantee Deed

In addition to the Licensee's Construction Security, the Licensee must, on or before the Date of this Agreement, provide the School Council with a guarantee duly executed by each director of the Licensee in the form of Annexure D.

**[Parties please note that the security required by this clause 4 relates only to security for the performance by the Licensee of its construction obligations. Additional security in relation to the performance by the Licensee of its obligations under the Joint Use Provisions may be required.]**

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## 5. Contributions towards the construction of the Facility

### 5.1 Contributions

- (a) The Minister will contribute towards the cost of the Facility/Upgrade *[strike out whichever does not apply]* by contributing the Land.
- (b) The Minister, the School Council and the Licensee will contribute towards the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]* in accordance with the amounts, if any, as specified in Item 6 of the Schedule ("Construction Contributions").
- (c) The Construction Contributions are to be exclusive of any GST payable.

### 5.2 Additional Construction Contributions

The School Council and the Licensee acknowledge and agree that:



- (a) their respective Construction Contributions towards the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]* are based upon current prices and values;
- (b) in the event that the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]*, prior to entering into the Building Works Contract, exceeds the Construction Costs, the parties may either:
- (i) alter, vary or amend the Specifications in accordance with clause 6.3(b) in order to reduce the costs of construction; or
  - (ii) meet the additional cost of constructing the Facility/Upgrade *[strike out whichever does not apply]* in such manner as may be agreed by the parties in writing;
- (c) in the event that the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]* under the Building Works Contract exceeds the Construction Costs for reasons other than the default of the principal (as defined in the Building Works Contract) and as notified by the Superintendent, the parties will fund the additional costs in the following proportions, if clause 5.2(d) does not apply:
- (i) Minister [ ]%
  - (ii) School Council [ ]%
  - (iii) Licensee [ ]%
- [Parties to confirm additional construction contributions]**
- (d) if the cost of constructing the Facility/Upgrade *[strike out whichever does not apply]* under the Building Works Contract exceeds the Construction Costs due to variations requested by either the School Council or the Licensee then the party requesting the variation will be responsible for the additional costs;
- (e) the Superintendent must notify the parties in writing if the cost of constructing the Facility under the Building Works Contract exceeds the Construction Costs.

### 5.3 Disputes in relation to additional costs

If a dispute arises in relation to clause 5.2(b) and the parties cannot resolve their differences this Agreement is terminated.

### 5.4 Tendering

- (a) The *[insert party responsible for construction]* shall comply with all Laws as well as ministerial directions, government policies and other requirements, including, but not limited to those:
- (i) published by the Building Commission and required under the *Project Development and Construction Management Act 1994* (Vic);
  - (ii) published by the Victorian Government Purchasing Board and required under the *Financial Management Act 1994* (Vic).

- (b) For the purposes of sub-paragraph (a), in the event that a ministerial direction conflicts with a supply policy within the meaning of the *Financial Management Act 1994* (Vic), the ministerial direction will prevail.
- (c) ***[Insert if Licensee is a Local Government Authority]*** The Licensee shall ensure that the full amount of its contribution towards the cost of constructing the Facility/Upgrade ***[strike out whichever does not apply]*** pursuant to clause 5.1 complies with any tendering requirements or quality and cost standards set out under the *Local Government Act 1989* (Vic).
- (d) ***[Insert if Licensee is party responsible for construction]*** If tenders to construct the Facility/Upgrade ***[strike out whichever does not apply]*** are to be called for by public notice, a copy of the notice is to be provided to the School Council and the Department for approval prior to it being advertised.
- (e) ***[Insert if Licensee is party responsible for construction]*** The Licensee shall notify any other party to the Agreement of the planned dates for the tender and evaluation process and invite the other parties to participate in the tender and evaluation process before issuing the tender documents.

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## **6. Construction obligations of *[insert name of party responsible for construction]***

***[Party responsible for construction to be negotiated and agreed between the parties]***

### **6.1 General obligations**

***[Insert party responsible for construction]*** will:

- (a) be responsible for the construction of the Facility/ Upgrade ***[strike out whichever does not apply]***;
- (b) enter into the Building Works Contract with the appointed contractor for the construction of the Facility/Upgrade ***[strike out whichever does not apply]***;
- (c) ensure that the construction of the Facility/ Upgrade ***[strike out whichever does not apply]*** is commenced, carried out and completed in accordance with the provisions of the Building Works Contract;
- (d) do all acts, matters and things which a reasonably prudent proprietor in similar circumstances would do in relation to enforcing the terms of the Building Works Contract and ensuring that the rights and entitlements of the principal (as defined in the Building Works Contract) are exercised in a proper and timely manner including all procedures in relation to any Variations;
- (e) make payment on account of its Construction Contribution and any additional costs payable by it in such amounts as required under this Agreement.

### **6.2 Insurance**

- (a) ***[Insert party responsible for construction]*** must ensure that the provisions of the Building Works Contract, in relation to the construction of the Facility/Upgrade ***[strike out whichever does not apply]***, include the insurance requirements as

specified in Item 8 (a), (b) and (c) of the Schedule;

- (b) Where volunteer workers are used for the construction of the Facility/Upgrade *[strike out whichever does not apply]* each party providing such workers will take out insurance as specified in Item 8 (d) of the Schedule.

### 6.3 Specifications

*[Insert party responsible for construction]* will:

- (a) submit Specifications for the approval of the School Council or the Licensee *[strike out whichever does not apply]* and the Department pursuant to clause 7.1(a);
- (b) only be permitted to alter, vary or amend the Specifications if:
  - (i) the alteration, variation or amendment will not, subject to clause 5.2, result in any increase in the amount to be contributed towards the cost of the Facility/Upgrade *[strike out whichever does not apply]* by the parties; and
  - (ii) the School Council or the Licensee *[strike out whichever does not apply]* and the Department have first given approval under clause 7.1(b); or
  - (iii) the parties otherwise agree in writing to:
    - A. such alteration, variation or amendment; and
    - B. any adjustment to each party's respective Construction Contributions arising out of the alteration, variation or amendment.

### 6.4 Legal obligations

*[Insert party responsible for construction]* will at its own cost, apply for and comply with all Laws, authorisations and agreements capable of application to the design and construction of the Facility/Upgrade *[strike out whichever does not apply]*, including:

- (a) all necessary permits and approvals under the *Planning and Environment Act 1987* (Vic) and the *Building Act 1993* (Vic); and
- (b) the Code of Practice for the Building and Construction Industry prepared by the Minister responsible for administering the *Project Development and Construction Management Act 1994* (Vic).

*[Include the following clauses 6.5 to 6.9 if the Licensee is responsible for construction]*

### 6.5 Safety

The Licensee will:

- (a) perform all its activities under this Agreement safely so as to protect persons and property;

- (b) comply at its cost with any direction given by notice by the Principal if the Principal in his or her absolute discretion considers there is a risk to people or damage to property; and
- (c) keep the Facility and the environment clean and tidy to the satisfaction of the Principal.

## 6.6 Upon Practical Completion

The Licensee will within 14 days after the Date of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]* or sooner termination of this Agreement, remove all materials and equipment brought onto the Facility or the Land for the purpose of constructing the Facility/Upgrade *[strike out whichever does not apply]* and make good all damage to the Facility or the Land (as the case may be) caused by the affixing, retention or removal thereof.

## 6.7 Audit of payments

Details of all payments for the construction of the Facility/Upgrade *[strike out whichever does not apply]* will be provided by the Licensee or its auditor upon request by the Department, the Minister or the School Council. This information will include the date, method of payments and name(s) of recipient(s) of all progress payments made or due.

## 6.8 Inspection of works

The Minister and the School Council shall be entitled to inspect the works being performed by the Contractor under the Building Works Contract at any time prior to the Date of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]*, upon reasonable notice in writing to the Licensee.

## 6.9 Sub-contractors' and Suppliers' Warranties

- (a) The Licensee shall require the Contractor to obtain warranties from its key sub-contractors and suppliers under the Building Works Contract, in favour of the School Council.
- (b) If the Licensee is unable to obtain from the Contractor warranties from its sub-contractors and suppliers under the Building Works Contract in favour of the School Council, the Licensee must provide the School Council with a notice in writing setting out the reasons why it is unable to do so.

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## 7. Construction obligations of the Minister and *[insert party not responsible for construction]*

### 7.1 General obligations

The Department (on behalf of the Minister) and the *[insert party not responsible for construction]* will:

- (a) review and give initial approval to Specifications proposed by *[insert party responsible for construction]* within the time limits reasonably specified by *[insert party responsible for construction]*, which approval shall not be unreasonably withheld; and

- (b) review and may approve any alteration, variation or amendment of Specifications proposed by *[insert party responsible for construction]* from time to time in accordance with clause 6.3(b), which approval shall not be unreasonably withheld.

## 7.2 Payment of Construction Contributions

- (a) The Minister will make payment on account of his or her Construction Contribution (if any) and any additional costs payable in such amounts as required under this Agreement at such times as determined by Department policy.
- (b) *[Insert party not responsible for construction]* will make payment on account of its Construction Contribution (if any) and any additional costs payable in such amounts as required under this Agreement at such times as *[insert party responsible for construction]* reasonably requests taking into account the obligations of *[insert party responsible for construction]* in constructing the Facility/Upgrade *[strike out whichever does not apply]*.

**[Parties may elect to specify the manner in which the Construction Contributions are to be made under clause 7.2(b). Please consider the regularity of payment, whether a lump sum will be paid at the commencement of the construction of the Facility/Upgrade, the trigger for payments (invoices for works completed, construction milestones) and the process to be followed to ensure adequate cash flow for regular payments, as required by the Building and Construction Industry Security of Payment Act (Vic) 2002.]**

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## 8. Matters prior to and upon the Date of Practical Completion

### 8.1 No early termination

No party will be entitled to terminate this Agreement for breach by any other party at any time after the Building Works Contract has been executed and before the Certificate of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]* is issued under the Building Works Contract.

### 8.2 Destruction of the Facility

If any part or the whole of the Facility or the Upgrade *[strike out if not required]* is destroyed or damaged before the Date of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]*, all money received, as insurance proceeds will be applied towards the reconstruction or reinstatement of the Facility and/or the Upgrade *[strike out if not required]*.

### 8.3 Contractor's Warranty

*[Delete this clause if the School Council is responsible for construction]*

Prior to the Date of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]*, the *[name of party responsible for construction]* shall obtain from the Contractor a Deed of Warranty, substantially in the form attached as Annexure B, in favour of the School Council by which the Contractor warrants that:

- (a) the Facility/Upgrade *[strike out whichever does not apply]* is constructed in accordance with the Specifications and is fit for the purpose for which it is constructed;

- (b) the Facility/Upgrade *[strike out whichever does not apply]* is free from any defect for the term of the Defects Liability Period;
- (c) it will rectify promptly, and at its own cost, any defect in the Facility appearing during the Defects Liability Period; and
- (d) it will indemnify the School Council in respect of all loss suffered or claims made resulting from any defects in the Facility that are discovered during the Defects Liability Period.

#### **8.4 Certificate of Practical Completion**

- (a) *[Insert party responsible for construction]* must notify the Minister and *[insert party not responsible for construction]* in writing that Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]* has been achieved.
- (b) *[Insert party responsible for construction]* will, within 7 days of receiving the Certificate of Practical Completion, provide the Minister and *[insert party not responsible for construction]* with a copy of the Certificate of Practical Completion.

---

### **9. Repayments to Parties**

*[If no construction contribution by the Minister or the School Council this section may be deleted.]*

If *[insert party responsible for construction]*:

- (a) receives a payment representing in whole or in part the Minister's or *[insert party not responsible for construction]*'s Construction Contribution; and
- (b) for any reason is not required to pay that amount or part of that amount to the Contractor under the Building Works Contract,

*[insert party responsible for construction]* will:

- (c) refund that amount or part of that amount to the Minister or *[insert party not responsible for construction]*; and
- (d) not pay interest to the Minister or *[insert party not responsible for construction]*, unless interest has accrued on such money (in which case, such interest will be paid in full).

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### **10. Joint Use Provisions**

The Joint Use Provisions will only have effect from the Date of the Agreement/Date of Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]*.

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## 11. Licence Term and Licence Fee

### 11.1 Licence

The Minister and the School Council grant a licence to the Licensee to use the Facility, subject to and upon the terms and conditions of this Agreement.

### 11.2 Licence Fee

- (a) The Licensee will pay to the School Council the annual Licence Fee as specified in Item 9 of the Schedule.
- (b) On each anniversary day of the Date of the Agreement/Date of Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]*, the Licence Fee will be increased by CPI. The increase will be made by calculating the change in the CPI, measured from the quarter ending immediately before the last date on which the Licence Fee was adjusted (or the Date of the Agreement/Date of Practical Completion *[delete as appropriate]* if this is the first increase of the Licence Fee) to the CPI for the quarter ending immediately before the relevant adjustment date, expressed as a percentage. The increase will apply on and from that anniversary day inclusive. If there has been no increase in the CPI during the period, then the Licence Fee will remain the same.
- (c) The Licensee will pay the Licence Fee to the School Council within 30 days of the Date of the Agreement/Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]* and annually thereafter on the anniversary day of the Date of the Agreement/Date of Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]*.

### 11.3 Initial Term of Licence

The Initial Term of the Licence shall be for that period specified in Item 10 of the Schedule and will run from the Date of the Agreement/Date of Practical Completion *[delete as appropriate or parties to advise]* of the Facility/Upgrade *[strike out whichever does not apply]*.

### 11.4 Further Term of Licence

The Licensee may give notice to the School Council not earlier than 12 months and not later than three months before the expiration of the Initial Term of the Licence requesting a renewal of the Licence for a further period, not exceeding the Further Term specified in Item 11 of the Schedule.

### 11.5 Renewal process

After receipt of a notice given under clause 11.4, the School Council will consult with the Minister regarding the request for renewal and as soon as practicable the School Council will give notice to the Licensee, either that:

- (a) the Minister and the School Council have no objection to a renewal of the Licence for the specified period, in which event the Licence will be deemed to be renewed

from the expiry of the Initial Term for the Further Term on the terms and conditions of this Agreement (other than clause 11.4 or this clause 11.5) with the Licence Fee determined in accordance with clause 11.2; or

- (b) the Minister and the School Council have formed the opinion that the Licence should not be renewed in which case the Licence Term will terminate at the end of the Initial Term.

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## 12. Use of the Facility

### 12.1 Use of the Facility

The Licensee may only use the Facility:

- (a) during the Hours of Use of the Licensee specified by Item 12 of the Schedule; and
- (b) for the Permitted Purposes.

*[If the parties select Calendar of Use provisions and it is proposed that the Licensee use the Facility during School Hours then clause 12.1(a) and Item 12 of the Schedule should be deleted]*

### 12.2 Calendar of Use /Hours of Use

*[Delete as appropriate]*

*[Depending on the nature of the Facility a Calendar of Use may not be applicable and Hours of Use clauses will be inserted]*

- (a) The Licensee and the School Council shall prepare a Calendar of Use of the Facility for each calendar year which will set out the times, subject to paragraph (c) of this clause 12.2 and clauses 12.3(a) and 12.3(b), during which the respective parties are entitled to use the Facility.
- (b) *[Insert name of party as appropriate]* will be responsible for maintaining and making available to *[insert name of party as appropriate]* the Calendar of Use.
- (c) The Calendar of Use will:
  - (i) not permit the Facility to be used outside the Hours of Use of the Facility as specified in Item 13 of the Schedule; and
  - (ii) permit the School Council to use whole or part of Facility, free of charge, outside School Hours on a minimum of [ ] occasions each year at such times to be negotiated with the Licensee. **[School Council to advise if this clause is applicable and, if applicable, provide the number of times of use.]**
- (d) Subject to clause 12.2(c), the Calendar of Use may be amended by the written agreement of the School Council and the Licensee.
- (e) If agreement cannot be reached between the Licensee and the School Council with regard to the Calendar of Use either party can refer the matter to an expert for resolution under clause 17.



- (f) The Licensee acknowledges that the School Council may use the Facility and may grant any other rights to any other party to use the Facility during the times specified in Item 13 of the Schedule and the Calendar of Use, except during the times when the Licensee is entitled to use the Facility under this Agreement.

***[or Hours of Use clauses]***

- (a) The Hours of Use of the Licensee may be amended by the written agreement of the School Council and the Licensee provided the Hours of Use of the Licensee are not outside the Hours of Use of the Facility specified in Item 13 of the Schedule.
- (b) The Hours of Use of the Licensee during school holiday periods will be negotiated between the Licensee and the School Council.
- (c) The School Council will be permitted to use whole or part of Facility, free of charge, outside School Hours on a minimum of [ ] occasions each year at such times to be negotiated with the Licensee. **[School Council to advise if this clause is applicable and if applicable, provide the number of times of use.]**

### **12.3 Other matters relating to use**

- (a) The School Council is entitled to priority use of the Facility during School Hours.
- (b) Use of the Facility by the Licensee must not conflict with any curriculum initiatives of the School.
- (c) The School Council and the Licensee will encourage use of the Facility by community groups, such use to be administered by the ***[insert party responsible for the hiring of the Facility]***, provided that it does not conflict with the curriculum initiatives of the School.
- (d) If the Licensee wishes to use the Facility outside the Calendar of Use/Hours of Use of the Licensee ***[delete as appropriate]***, it may do so with the prior written approval of the School Council, such written approval to state the manner, conditions and payment of the fees (if any) for such additional use.
- (e) Use of the Facility by the School Council and the Licensee is subject to compliance with all applicable permits and laws relevant to that party's use of the Facility.

### **12.4 The School Council reserves rights**

The Minister and the School Council reserve the right to undertake works which are necessary to comply with any Law or to ensure the safe and proper use of the Facility and the Land including:

- (a) maintaining and upgrading the Facility;
- (b) providing or maintaining any services to any part of the Facility;
- (c) creating any easement or other right through or around the Land; and
- (d) constructing any structures or fixtures in, over or through the Facility provided always that no such construction, structure or fixture may unreasonably interfere with the Licensee's use of the Facility in accordance with this Agreement.

## 12.5 Entry

Either the Minister or the School Council may enter the Facility at any reasonable time in order to exercise its right under clause 12.4. If the School Council intends to enter the Facility during the time the Licensee is entitled to use the Facility, the School Council must give the Licensee reasonable notice before exercising its rights. The School Council must exercise its rights at a reasonable time and in a way which minimises any interference with the Licensee's use of the Facility. If there is an emergency, the Minister or the School Council and/or any person authorised by the Minister or the School Council may enter the Facility at any time without notice.

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## 13. Obligations of the Licensee

**[Parties to add additional obligations as appropriate]**

### 13.1 General obligations

The Licensee will:

- (a) operate and use the Facility in a business-like and reputable manner appropriate for a facility in the nature of the Facility, and will not permit it to be used other than for the Permitted Purposes;
- (b) leave the Facility and any equipment, fixtures and fittings on or in the Facility in a clean and tidy condition after each use;
- (c) not cause any injury or nuisance to neighbours or other users of the School or the Facility;
- (d) at its own cost, comply with and observe all relevant Laws capable of application to the Land or to the operation of the Facility, or any Laws that affect this Agreement or anything done or to be done under it, or that relate to the Licensee's occupation or use of the Facility;
- (e) comply with all Department policies or guidelines which deal with the safety or health of persons in buildings on the Department's premises or otherwise under its control;
- (f) obey all rules from time to time made by the School Council with regard to the management of the School and the Facility;
- (g) enter or leave the Facility only by the route, and park its motor vehicles in the area, nominated by the School Council;
- (h) at the request of the Principal, cease any action which in the opinion of the Principal endangers the School's students or property;
- (i) observe fire precautions;
- (j) ensure that all external doors and windows at the Facility are secured and locked and all lights, heating and cooling are turned off when leaving the Facility; and
- (k) at all times exercise due care, skill and judgement and act with the utmost good faith.

## 13.2 General prohibitions

The Licensee must not:

- (a) alter the Facility without the prior written approval of the School Council;
- (b) allow the use of advertising at the Facility or the School without the prior written approval of the School Council;
- (c) spread any damaging substances on any surfaces of the Land, the Facility or the School;
- (d) permit in or upon the Land or the Facility, any:
  - (i) noxious, noisome, hazardous or offensive act, trade, business or occupation;
  - (ii) act, matter or thing whatsoever which in the reasonable opinion of the School Council may cause disturbance, nuisance, damage or danger to people at or entering the Facility or the School or to the owners or occupiers of neighbouring premises, including the School Council, and any person using the grounds of the School; or
  - (iii) chemical or hazardous things except to the extent that it is necessary for the Permitted Purposes or maintenance of the Facility.

## 13.3 Maintenance obligations

The Licensee will be responsible for:

- (a) the general operating, cleaning, maintenance, mowing of grassed areas, repair and security of the Facility; and
- (b) Capital Expenditure,

to a standard not less than that generally considered appropriate for a facility similar to the Facility.

*[Amend as required depending on the extent of the Licensee's obligations]*

## 13.4 Financial responsibility

- (a) The Licensee will be responsible for paying all financial costs of operating and managing the Facility including:
  - (i) costs associated with the maintenance of the Facility under clause 13.3(a);
  - (ii) the employment of staff and the engagement of contractors for the purposes of the Facility;
  - (iii) Statutory Charges;
  - (iv) costs of entering into and maintaining insurances under clause 13.7;

- (v) telephone and telecommunication charges;
  - (vi) any other costs or expenses associated with the Facility.
- (b) The Licensee must pay to the School Council that proportion of the costs charged by providers of gas, electricity and water to the Facility, which corresponds to the extent of the Licensee's use of the Facility as calculated by the School Council.

*[Amend as required depending on the extent of the Licensee's obligations]*

### **13.5 Hiring obligations**

*[Strike out if School Council is to be responsible for hiring or if it is not applicable]*

- (a) The Licensee will be responsible for:
- (i) hiring the Facility out for use by members of the public;
  - (ii) subject to paragraph (b) fixing the terms and conditions for the use of the Facility;
  - (iii) collecting the fees for the use of the Facility;
  - (iv) instructing all users of the Facility as to what constitutes appropriate behaviour and how to ensure security is maintained during that use;
- (b) The terms and conditions for the use of the Facility:
- (i) may include the general fees for the use of the Facility;
  - (ii) must require that all users leave the Facility in a tidy condition;
  - (iii) must only allow the Facility to be used within the times the Licensee is able to use the Facility according to Item 12 of the Schedule; and
  - (iv) must require that all users enter into and maintain at all times during the use of the Facility all insurances required to insure against risks reasonably anticipated in respect of the Facility or arising out of its use including but not limited to the insurance set out under Item 14 (a) of the Schedule and produce evidence of such insurances.
- (c) The fees for the use of the Facility belong to the Licensee.

### **13.6 Proper persons only**

- (a) If:
- (i) at any time the Principal, acting reasonably, forms the opinion that a person employed or engaged by the Licensee for the purposes of the Facility is not a proper person to be acting in such capacity in relation to a facility of the nature of the Facility insofar as it is used by School pupils;

then:

- (ii) the Minister may require the Licensee to remove such person from the Facility and, if appropriate, to replace him or her with someone of equal competence and/or experience; or

to the extent permitted by law:

- (iii) the Principal may give a notice to the Licensee requesting the Licensee to cease to employ or engage that person at the Facility or take such other action as may be appropriate.
- (b) Upon receipt of a notice given under clause 13.6(a)(iii), the Licensee will promptly consider the terms of the notice and determine an appropriate course of action, which may include termination of the person.

### 13.7 Licensee's insurance

The Licensee will:

- (a) enter into and maintain at all times during the Licence Term all insurances required to insure against risks reasonably anticipated in respect of the Facility or arising out of its use, including but not limited to the insurances set out under Item 14 of the Schedule; and
- (b) *[Insert if the Licensee is a Local Government Authority]* promptly, on request by the School Council, produce for inspection by the School Council those policies of insurance. *[or, insert if the Licensee is not a Local Government Authority]* provide evidence of all insurance policies required under clause 13.7(a) to the School Council within 28 days from the Date of Practical Completion of the Facility/Upgrade *[strike out whichever does not apply]* and annually thereafter.

*[Insert the following two paragraphs if Licensee is not a Local Government Authority]*

- (c) All insurances will be with an insurer approved by the School Council. Such approval shall not be unreasonably withheld.
- (d) If clause 13.7(b) is not complied with the School Council will deny the Licensee use of the Facility until such evidence is produced.

### 13.8 Not to void insurance

The Licensee must not do or permit any act, matter or thing to be done which may invalidate any insurance in relation to the Facility, make any insurance void or voidable or increase the rate of premium of any insurance of the School Council or any other person in relation to the Facility.

### 13.9 Indemnity

*[Delete if Licensee is a Local Government Authority]*

- (a) The Licensee will indemnify and keep indemnified at all times the School Council and the State of Victoria against all:
  - (i) liability, loss, damage, costs, claims, proceedings and demands;

- (ii) loss of or damage to the property (real or personal) of the School Council and the State of Victoria;
- (iii) claims or proceedings made or brought by any person against the School Council or the State of Victoria or their officers, employees, servants and agents in respect of:
  - A. personal injury to or the death of any person; and
  - B. loss or damage to any property whatsoever (real or personal); and
- (iv) costs and expenses that may be incurred by the School Council or the State of Victoria or any one or more of the persons severally indemnified in connection with any such claim or proceeding,

arising out of or in relation to any use of the Facility whatsoever by the Licensee, its customers, invitees, agents, employees and/or contractors.

- (b) The Licensee indemnifies the School Council against, and must pay the School Council, the amount of all losses, liabilities, costs and expenses arising from any breach of this Agreement on the part of the Licensee, its agents, employees, customers, invitees or contractors.
- (c) All indemnities given by the Licensee in this Agreement are continuing obligations, separate and independent from the other obligations of the Licensee, and survive termination of this Agreement.
- (d) The liability of the Licensee under this clause incurred as a result of any claim or action by a third party for loss in respect of personal injury, death, destruction of or damage to property, infringement of intellectual property rights or infringement of statutory entitlements is reduced to the extent that negligence of the School Council or any other members, employees, servants or agents contributed to this loss.

### 13.10 Damage to the Facility

*[Delete if Licensee is responsible for maintenance of the Facility]*

The Licensee will reimburse the School Council for the reasonable cost of repairing, replacing or making good any damage to any part of the Facility, the School or the grounds of the School and the School Council's plant, fixtures and equipment in the Facility (including items of a capital nature) within 28 days upon receipt of a Notice from the School Council to the Licensee:

- (a) informing the Licensee that:
  - (i) such damage was the result in whole or in substantial part of a wilful or reckless act or omission of the Licensee or of any person or persons for whom the Licensee is responsible (including any person or persons in or upon any part of the Facility during the use thereof by the Licensee and with the Licensee's actual or implied permission or invitation); and
  - (ii) such damage arises from a risk which the insurances required to be obtained under clause 13.7 do not cover; and

- (b) setting out details of the costs incurred.

### **13.11 Dispute mechanism**

If the Licensee disputes a Notice received under clause 13.10 it may within 14 days of receipt of the Notice refer the matter for resolution in accordance with clause 17.

### **13.12 Reinstating Facility to original state**

At its own expense within one month of the expiration or sooner termination of this Agreement, and at the request of the School Council, the Licensee will:

- (a) ensure that the Facility is in the same state and condition as it was in at the commencement of the Licence Term (fair wear and tear excepted), to the extent that it is required to maintain the Facility under clause 13.3, and do all other acts and things so to enable the School Council or the Minister to use the Facility with minimum disruption or expense;
- (b) remove all materials and equipment brought onto the Facility by the Licensee or the Licensee's employees, agents, customers, or invitees and make good all damage to the Facility caused by the removal thereof; and
- (c) remove all signs and writing from the Facility and make good any damage or injury caused by the affixing, retention or removal thereof.

### **13.13 Acknowledgement**

The Licensee acknowledges that it:

- (a) has examined the Existing Facility; and *[If a new Facility, delete (a)]*
- (b) understands all risks, difficulties, contingencies and other matters relating to its use of the Facility under this Agreement.

### **13.14 Failure to comply**

If the Licensee fails to comply with any of its obligations under this clause within 14 days after written notice of such default has been sent to it (or in the cases where immediate action is required to rectify the default, upon receipt of the written notice) by the School Council, then:

- (a) the School Council, without in any way being bound to do so, may rectify the Licensee's default on behalf of the Licensee; and
- (b) the full cost of the School Council in doing so will be a debt due from the Licensee to the School Council, which debt will be due and payable 7 days from the date of the invoice provided by the School Council to the Licensee in respect of the cost incurred by the School Council under this clause 13, recoverable by action.

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## **14. Obligations of the School Council**

### **14.1 Maintenance obligations**

The School Council will be responsible for:

- (a) operating and managing the Facility, during the times of its use, in a reputable manner appropriate to a facility of the nature of the Facility; and
- (b) *[include other obligations or amend as appropriate depending on the School Council's obligations].*

## 14.2 Financial responsibility

The School Council will be responsible for:

- (a) paying the costs charged by providers of gas, electricity and water to the Facility;
- (b) *[include other obligations or amend as appropriate depending on the School Council's obligations].*

## 14.3 Hiring obligations

*[Delete if Licensee is to be responsible for hiring or if it is not applicable]*

- (a) The School Council will be responsible for:
  - (i) hiring the Facility out for use by members of the public during any Hours of Use which are not being used by any party;
  - (ii) subject to paragraph (b) fixing the terms and conditions for the use of the Facility;
  - (iii) collecting the fees for the use of the Facility;
  - (iv) instructing all users of the Facility as to what constitutes appropriate behaviour and how to ensure security is maintained during that use.
- (b) The terms and conditions for the use of the Facility must be consistent with the guidelines of the Department.
- (c) The fees for the use of the Facility shall belong to the School Council.

## 14.4 Warranty

If at any time the Licensee is required:

- (a) to apply for and obtain any:
  - (i) licence;
  - (ii) permit approval;
  - (iii) authorisation;
  - (iv) planning permit; or
- (b) to comply with the requirements of any statute, regulation or order whether Commonwealth, State or local,



in connection with the Facility, then the School Council will, at the cost of the Licensee, do all such acts or things within its power, including the signing of any necessary consents or documents, as the Licensee may reasonably require to assist the Licensee.

## 14.5 Damage to the Facility

*[Delete if School Council is responsible for maintenance of the Facility]*

The School Council will reimburse the Licensee for the reasonable costs of repairing, replacing or making good any damage to any part of the Facility within 28 days upon receipt of a notice from the Licensee to the School Council:

- (a) informing the School Council that:
  - (i) such damage was the result in whole or in substantial part of a wilful or reckless act or omission of the School Council or of any person or persons for whom the School Council is responsible (including any person or persons in or upon any part of the Facility during the use thereof by the School Council and with the School Council's actual or implied permission or invitation); and
  - (ii) such damage arises from a risk which the insurances required to be obtained under clause 13.7 do not cover; and
- (b) setting out details of the costs incurred.

## 14.6 Dispute mechanism

If the School Council disputes a Notice received under clause 14.5 it may within 14 days of receipt of the notification refer the matter for resolution in accordance with clause 17.

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## 15. Management

**[Parties to select their preferred option]**

- (a) Throughout the Licence Term the Principal will meet with an appointee of the Licensee, at such places and such times as the Principal may determine, to discuss issues relating to the Facility and its use.
- (b) Failure by the appointee of the Licensee to attend two consecutive meetings as required under paragraph (a) will, subject to paragraph (c), constitute a breach of an essential term of this Agreement by the Licensee.
- (c) If the appointee of the Licensee is able to provide a reasonable excuse for his or her failure to attend a meeting his or her absence at that meeting will be deemed irrelevant for the purposes of paragraph (b).
- (d) Where the Licensee's appointee fails to attend a meeting and no adequate reasons have been provided in accordance with paragraph (c), then the Principal will give the Licensee Notice of the failure of the Licensee's appointee to attend the meeting.
- (e) If agreement cannot be reached between the School Council and the Licensee with regard to an issue raised by the Principal under paragraph (a) then either the

Licensee or the School Council may refer the matter to an expert for resolution under clause 17.

*[or]*

- (a) The School Council and the Licensee will each appoint a person to act as their respective representative (to be known as the "**School Council Representative**" and the "**Licensee Representative**" respectively).
- (b) The School Council Representative and the Licensee Representative will liaise with each other to discuss issues that may arise from time to time concerning the management or operation of the Facility and make recommendations to the School Council or the Licensee as appropriate.
- (c) The Licensee's Representative will meet with the School Council Representative at least once each quarter (plus any additional meetings as requested) to generally discuss issues concerning the operation or management of the Facility.
- (d) If the Licensee's Representative and the School Council's Representative have attempted to resolve an issue through the procedures provided in paragraph (b) and (c) yet the issue has not been resolved to the satisfaction of all parties then any party may submit the issue to dispute resolution in accordance with clause 17.

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## **16. Breach of Joint Use Provisions**

### **16.1 The School Council's right to require the Licensee to correct breach**

If the Licensee breaches an obligation under the Joint Use Provisions, the School Council may give the Licensee a notice that the Licensee is in breach, and require the Licensee to rectify it within a time specified in the notice. If the Licensee fails to rectify the breach within the time specified to the reasonable satisfaction of the School Council, the School Council may do anything that the School Council reasonably believes is necessary to rectify the breach in order to protect the Facility as an asset of the Department or to protect the safety of students, staff and officers of the School and the public. The Licensee must reimburse the School Council for any costs the School Council incurs in rectifying the breach. Any other right of the School Council is not affected.

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## **17. Disputes**

### **17.1 Notice of dispute**

The parties agree to consult in good faith with each other, but if any dispute or difference arises between the parties with respect to or arising out of or in connection with this Agreement (except in relation to a dispute under clause 19.2), then a party may serve upon the other parties a notice of the dispute or difference which shall be resolved in the manner set out in this clause 17.

### **17.2 Expert**

If a dispute or difference that is the subject of a notice served under clause 17.1 is not settled within 14 days of receipt of the notice, it will be settled by an expert appointed by the Chairperson or acting Chairperson of the Victorian Chapter of the Institute of Arbitrators and

Mediators, Australia, who shall be requested to appoint an independent person reasonably expert in the matters or areas the subject of the dispute or difference.

### **17.3 Expert's power**

The parties agree that the expert appointed under this clause 17:

- (a) subject to clause 17.5, will make a decision which is binding on the parties;
- (b) will be entitled to charge fees and expenses which are to be paid equally by the parties;
- (c) \
- (d) will initiate such enquiries and investigations as the expert considers necessary or desirable for the purposes of performing the expert's functions;
- (e) will determine and inform the parties to the dispute of a time for presentation to the expert by the parties of their respective positions. Unless the parties both otherwise agree, the presentation must be no later than 10 days after the appointment of the expert;
- (f) must make a determination or finding in respect of the dispute within 30 days of appointment;
- (g) will act as an expert and not an arbitrator;
- (h) will keep confidential all materials and information made available to him or her in respect of the dispute; and
- (i) is released by the parties to this Agreement from liability (other than for fraud) in acting as an expert.

### **17.4 Performance of obligations pending resolution of dispute**

- (a) Prior to resolution of a dispute under this clause 17, the parties must continue to perform their respective obligations under this Agreement.
- (b) Pending resolution of a dispute under this clause 17, whether or not the dispute relates to payment of money, each party must pay all amounts under this Agreement when due in accordance with this Agreement without regard to the pending dispute.

### **17.5 Right to arbitrate**

- (a) The determination or finding of the expert shall be binding upon the parties unless, within 14 days of the date of the determination or finding, any dissatisfied party gives written notice to the other parties that it requires the dispute to be referred to arbitration.
- (b) Upon the giving of a notice by any party under paragraph (a), the dispute will be submitted to the arbitration of a nominee of the Chairman (or acting Chairman) of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia.
- (c) An award made by the arbitrator will be final and binding on the parties.

- (d) In accordance with section 20 of the *Commercial Arbitration Act 1984 (Vic)*, the parties agree that, in any arbitration proceedings conducted pursuant to this clause 17.5, a party may be represented by a duly qualified legal practitioner.

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## **18. Termination**

### **18.1 Minister requires Land**

If the Minister requires the Land or part of it for:

- (a) the construction of school buildings;
- (b) disposal of the Land or part of it;
- (c) closure of the School; or
- (d) any other reason,

then the Minister may terminate this Agreement on notice in writing to the parties.

### **18.2 Destruction of Facility**

If the Facility is damaged or destroyed so as to render it or part of it unfit for use and it is, in the opinion of the Minister, impractical or undesirable to reinstate the Facility or part of the Facility, then the Minister may terminate this Agreement on notice in writing to the parties.

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## **19. Minister's options on termination**

### **19.1 Options**

If this Agreement is terminated by the Minister under clause 18.1 or 18.2, then the Minister will, after consultation with the Licensee, offer to the Licensee one of the following options:

(a) **Option 1**

the subdivision of the whole or part of the Land to create a separate saleable parcel and first offer the parcel for sale to the Licensee at a price to be agreed by the parties and approved by the Land Monitor, or its successor, or failing agreement as determined by the Valuer-General in consultation with the Land Monitor or its successor;

(b) **Option 2**

the entering into a lease of the whole or part of the Facility between the Minister and the Licensee consistent with the terms and conditions of this Agreement, with the rent as agreed by the parties, or failing agreement as determined by the Valuer-General; or

(c) **Option 3**

subject to clauses 19.5(b) and 19.6, the payment by way of compensation to the Licensee of such amount as the Minister reasonably determines in good faith taking into account the contribution towards the cost of constructing the Facility made by the Licensee under this Agreement.

## 19.2 Dispute

If a dispute arises between the parties as to:

- (a) the price at which the parcel of the Land is to be offered to the Licensee under Option 1;
- (b) the basis of the lease and terms and conditions under Option 2; or
- (c) the compensation payable to the Licensee under Option 3,

then such dispute will be settled by way of arbitration in accordance with the requirements of clause 19.4. It is expressly acknowledged that the choice of an option under clause 19.1 is entirely at the discretion of the Minister and cannot be the subject of a dispute.

## 19.3 Agreement to remain in force

The parties acknowledge that if the Agreement is terminated under clause 18.1, and to the extent possible if the Agreement is terminated under clause 18.2, this Agreement will remain in force and the Licensee will be entitled to continue to use the Facility until the Minister has chosen an option under clause 19.1 or until the arbitrator makes a decision under clause 19.4.

## 19.4 Dispute mechanism

- (a) If a dispute or difference arises between the parties as to any matter set out in clause 19.2, then any party may give to the other parties notice of the dispute or difference.
- (b) Any such dispute will be submitted to the arbitration of a nominee of the Chairperson or acting Chairperson of the Victorian Chapter of the Institute of Arbitrators and Mediators Australia.
- (c) An award made by the arbitrator will be final and binding on the parties.
- (d) In accordance with section 20 of the *Commercial Arbitration Act 1984 (Vic)*, the parties agree that, in any arbitration proceedings conducted pursuant to this clause 19.4, a party may be represented by a duly qualified legal practitioner.

## 19.5 Compensation

- (a) No compensation will be paid on termination of this Agreement by the Minister under clause 18.1 or 18.2 other than in accordance with clause 19.1(c).
- (b) If this Agreement is terminated by the Minister under clause 18.1 or 18.2 and the Minister chooses Option 3 under clause 19.1(c) then the amount of any compensation payable to the Licensee will be the amount determined by the Minister at the Minister's discretion, but will take into consideration:
  - (i) the Construction Contribution made by the Licensee, reduced to reflect the portion of the Licence Term which has then expired; and
  - (ii) any amount which the Licensee:
    - A. has received or is entitled to receive by way of:

- 1) indemnity under contract of insurance entered into and maintained in accordance with clause 13.7; or
  - 2) damages in respect of the loss or destruction of the Facility; or
- B. would have received or would have been entitled to receive if the contracts of insurance had been entered into and maintained in accordance with clause 13.7.

## 19.6 No reimbursement of Licence Fee

If this Agreement is terminated by the Minister under clause 18.2, and Option 3 under clause 19.1(c) is chosen, no part of the Licence Fee will be reimbursed to the Licensee to reflect the portion of the Licence Term which has yet to run.

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## 20. Disposal

### 20.1 Minister may deal with interests

This Agreement shall not be construed so as to prevent:

- (a) the Minister at any time during the term from subdividing, selling or otherwise disposing of or dealing with the whole or any part or parts of the lands presently or hereafter occupied by the School; and
- (b) the assignment by the Minister or the School Council of their respective interests in this Agreement.

### 20.2 Dissolution of School Council

Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that any Order or legislative enactment or regulation dissolving the School Council shall for all purposes be deemed to have simultaneously effected a transfer by the School Council to the Minister of the whole of the School Council's right, title, interest and obligations under this Agreement except where a new School Council is to be substituted, in which case the deemed transfer is to the new School Council rather than the Minister.

### 20.3 Change of School Council name

If the School Council changes its name, no transfer of its rights, title, interest and obligations occurs but the School Council must notify the parties of the change in name in writing.

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## 21. Notices

### 21.1 Method of giving Notices

A notice, consent, approval or other communication (a "**Notice**") under this Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) hand delivered;

(b) sent by prepaid and certified mail; or

(c) transmitted by facsimile,

to that person's address.

## **21.2 Address for Notices**

For the purpose of this clause 21.2 the address and facsimile number of each party will be those addresses and facsimile numbers set out in Item 15 of the Schedule, or such other addresses as may be substituted under clause 21.3.

## **21.3 New address**

Where Notice of a new address has been given by any party to another party the new address will be substituted for the previous address of the party giving such Notice as and from the date of service of such Notice.

## **21.4 Time of receipt**

A Notice shall be deemed to have been received by the addressee:

- (a) in the case of delivery by hand, on delivery at the address of the addressee;
- (b) in the case of a posted letter, on the second (seventh, if posted to or from a place outside Australia) day after posting;
- (c) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;

unless the delivery is made on a non-business day, or after 4.00pm on a business day, in which case the communication will be deemed to be received on the next business day.

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## **22. Governing law**

This Agreement shall be construed according to the law of the State of Victoria.

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## **23. Variations**

No addition to or variation of this Agreement shall be of any force or effect unless in writing signed by or on behalf of all parties.

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## **24. Waivers**

No waiver or indulgence by any party to this Agreement shall be binding upon the parties unless in writing. A waiver of one breach of any term or condition of this Agreement shall not operate as a continuing waiver unless so expressed nor operate as a waiver of another breach of the same or any other term or condition of this Agreement.

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## **25. Further acts**

The parties shall promptly do and perform such further acts and execute and deliver all further instruments required by Law or reasonably requested by any other party, to establish, maintain and protect the respective rights and remedies of the other parties and to carry out and effect the intent and purpose of this Agreement.

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## **26. Confidentiality**

- (a) Except as expressly provided in clause 26(b) below the parties:
- (i) will treat as confidential all information which comes into their possession pursuant to or as a result of or in the performance of this Agreement;
  - (ii) will not without the permission of the Minister disclose such information to an outside party; and
  - (iii) will not without the permission of the Minister disclose any details of the terms and conditions of this Agreement to an outside party
- (b) The exceptions to the parties' obligations in clause 26(a) are:
- (i) where the information is required to be disclosed in order for the relevant party to perform its obligations under this Agreement;
  - (ii) where disclosure is required by law;
  - (iii) where information is already in the public domain; or
  - (iv) where the disclosure is otherwise consented to by the parties.

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## **27. Conflict of interest**

The Licensee warrants that, to the best of its knowledge and belief after due inquiry as at the date of this Agreement, it has no duties or interests that create or might reasonably be anticipated to create a conflict with its duties and obligations under this Agreement.

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## **28. Entire agreement**

This Agreement contains the entire agreement between the parties and supersedes any other communications or representations or earlier written or verbal agreements made in connection with the subject matter of this Agreement.

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## **29. Counterparts**

This Agreement may be executed in any number of counterparts all of which taken together shall be deemed to constitute one and the same instrument.

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## **30. Costs**

Each party shall bear its own legal costs.



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### 31. Assignment

The Licensee must not assign or transfer any part of its rights or obligations under this Agreement or sub-licence the Facility.

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### 32. Acting on behalf of Minister

Any:

- (a) act, deed, document or thing to be made, done, executed or performed (excluding the execution of this Agreement); and
- (b) right, duty or power (including the right to issue a notice or give any consent) of the Minister to be exercised under this Agreement,

may be made, done, executed, performed or exercised on behalf of the Minister by any employee of the Department authorised in that regard by the Minister.

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### 33. GST

- (a) Where a party to this Agreement (the "**Supplier**") makes a Taxable Supply under or in connection with this Agreement or in connection with any matter or thing occurring under this Agreement to another party to this Agreement (the "**Recipient**") and the consideration otherwise payable for the Taxable Supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from the Recipient the amount of any GST on the Taxable Supply.
- (b) If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the Taxable Supply (taking into account any Adjustment Events that occur in relation to the Taxable Supply), an adjustment will be made. If the amount paid by the Recipient exceeds the GST on the Taxable Supply, the Supplier will refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the Taxable Supply, the Recipient will pay the deficiency to the Supplier.
- (c) Where a party to this Agreement is entitled, under or in connection with this Agreement or in connection with any matter or thing occurring under this Agreement, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any Input Tax Credits available in respect of those costs.
- (d) A party will not be obliged to pay any amount in respect of GST to the other party unless and until a valid tax invoice (being an invoice that complies with the GST Legislation) has been issued in respect of that GST.

---

### 34. Relationship of the parties

No party to this Agreement is a partner, agent or trustee of the other party. No party has the power or authority directly or indirectly through its employees or agents to bind the other party to any agreement, negotiate or enter into any binding relationship for or on behalf of the other

party, or pledge the credit of the other party.

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## Schedule

### Item 1 Date of Agreement

The date the Minister signs the Agreement

### Item 2 Facility - Clause 1.1

*[Insert description of Facility]*

*[or if the Agreement provides for an upgrade to an Existing Facility:]*

Existing Facility: *[Insert description of Existing Facility]*

Upgrade: *[Insert description of Upgrade]*

### Item 3 Permitted Purposes - Clause 1.1

[ ]

### Item 4 School - Clause 1.1

[ ]

### Item 5 School Hours - Clause 1.1

[ ] each School Day

### Item 6 Construction Contributions Clause 5.1(b)

(a) Minister: [ ] (Community Facilities Fund)

(b) School Council: [ ]

(c) Licensee: [ ] **[Licensee to confirm the source of it's contribution (eg. grant from the Department of Victorian Communities, Community Support Fund, Federal Government) and the amount of that grant]**

### Item 7 Construction Costs - Clause 1.1

[ ] (including [ ] for consultants fees)

### Item 8 Construction Insurances - Clause 6.2

- (a) Public liability insurance covering the Licensee, the School Council and the State of Victoria, and their respective employees, including any person who is a volunteer school worker within the meaning of Section 5.6.1 of the Act, while acting in the course of their employment, against any liability in respect of death or personal injury or the destruction of or damage to property occurring in or on the Facility or arising out of or in connection with the construction or in relation to the use of the Facility.

The public liability insurance must be in the joint names of the Licensee, the School Council and the State of Victoria and must, with the exception of the limit of the cover provided, cover each of those parties and their respective employees in the same manner as if that party was the only party insured.

The limit of the cover provided by the public liability insurance must not be less than \$10,000,000 per insured event.

- (b) Insurance in the joint names of the Licensee, the School Council and the State of Victoria which provides those parties with replacement value cover in respect of the loss or destruction of or damage to the Facility, and any part of the Upgrade [*delete reference to Upgrade if not appropriate*] and any buildings or structures erected in or on the Facility and any apparatus or equipment belonging to or used by the State of Victoria, the School Council or the Licensee which is housed, stored, kept or used in or on the Facility.

**[May be deleted if the School Council is the party responsible for construction]**

- (c) Insurance in accordance with the requirements of the *Accident Compensation Act 1985* (Vic) and the *Accident Compensation (Work Cover Insurance) Act 1993* (Vic) which provide the servants, agents and employees of the Licensee with cover against personal injury or sickness arising from providing goods or services or working in or on the Facility.

**[May be deleted if the School Council is the party responsible for construction]**

- (d) Insurance which provides the Licensee's volunteer workers with cover equivalent to that required by the *Accident Compensation (Work Cover Insurance) Act 1993* (Vic) in respect of an employer's employees, and which is commonly known as accident and sickness insurance.

**Item 9 Licence Fee - Clause 11.2**

[ ]

**Item 10 Initial Term - Clause 11.3**

[ ]

**Item 11 Further Term - Clause 11.4**

[ ]

**Item 12 Hours of Use of the Licensee - Clause 12.1(a)**

[ ]

**Item 13 Hours of Use of the Facility - Clause 12.2(c) [if Calendar of Use] or 12.2(a) if Hours of Use]**

[ ] or otherwise as authorized by the Planning Scheme or Planning Permit

**Item 14 Insurances - Clause 13.7(a)**

The Licensee will procure and maintain the following policies of insurance:

**[Compulsory: The Licensee must hold separate public liability insurance]**

- (a) Public Liability Insurance which provides the Licensee including its employees (while acting in the course of their employment) with at least \$10,000,000 cover per event against any liability resulting from death or personal injury or the destruction of or damage to property occurring in or on the Facility or arising out of or in relation to the use of the Facility;

**[Optional: If Industrial Special Risks insurance is not taken out, the Department will only reinstate Facility as per the School's entitlement based on long term enrolments. Note that only the over-entitled portion of the Facility needs to be covered, although this should be reviewed annually. Either the Licensee or the School Council can be responsible for Industrial Special Risks insurance. The party not responsible may want to separately insure their apparatus or equipment kept at the Facility]**

- (b) Industrial Special Risks Insurance (or equivalent insurance) which provides the State of Victoria, the School Council and the Licensee with insurance cover for the reinstatement or replacement value of the Facility against the destruction of or damage to the Facility and any apparatus or equipment belonging to or used by the State of Victoria, the School Council or the Licensee which is housed, stored, kept or used in or on the Facility;

**[Compulsory: This is a legal requirement]**

- (c) Insurance in accordance with the requirements of the *Accident Compensation Act 1985* (Vic) and the *Accident Compensation (Work Cover Insurance) Act 1993* (Vic) which provide the servants, agents and employees of the Licensee with cover against personal injury or sickness arising from provided goods or services or working in or on the Facility; and

**[Optional, depending on whether volunteer workers are, or may be, used]**

- (d) Insurance which provides the Licensee's volunteer workers, working in or on the Facility or providing goods or services to the Facility, with cover equivalent to that required by the *Accident Compensation (Work Cover Insurance) Act 1993* (Vic) in respect of an employer's employees, and which is commonly known as accident and sickness insurance.

**Item 15 Addresses - Clause 21.2**

- (a) The Minister:

General Manager  
Infrastructure Division  
Department of Education and Early Childhood Development

2 Treasury Place  
East Melbourne Vic 3002

Postal Address:  
GPO Box 4367  
Melbourne Vic 3001

Fax: 9637 3060

(b) The School Council:

The Secretary  
*[Insert name of School]* School Council  
*[Insert address]*

Fax: *[Insert fax no.]*

(c) The Licensee:

*[Insert name and address]*

Fax: *[Insert fax no.]*

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**Executed** as an Agreement.

**Signed** by **Bronwyn Pike, MP**

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
in her capacity as **Minister for Education** in the  
presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**The Common Seal** of **[Insert School name]**  
**School Council** was affixed by order of the  
Council and in the presence of the President of the  
School Council and its Authorised Appointee:

\_\_\_\_\_  
Signature of President of School Council

\_\_\_\_\_  
Signature of Authorised Appointee

\_\_\_\_\_  
Name of President of School Council in full

\_\_\_\_\_  
Name of Authorised Appointee in full

**The Common Seal** of **[Insert name of  
Licensee]** was affixed in the presence of: *[insert  
appropriate execution clause if the Licensee is not  
a Local Government Authority]*

**[Licensee to confirm execution clause]**

\_\_\_\_\_  
Signature of Councillor

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Councillor in full

\_\_\_\_\_  
Name of Chief Executive Officer in full

**Annexure A**

Plan

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***[Delete if School Council is responsible for construction]***

## **Annexure B**

### **Deed of Warranty**

**This Deed** is made on

**Between:**           **The *[insert name of School]* School Council of *[insert address]* ("School Council")**

***[Insert name and ABN or ACN of Contractor]* of *[insert address]* ("Contractor")**

#### **Recitals:**

- A.       The School Council, the Minister and the Licensee have entered into the Agreement, and the Licensee and the Contractor have entered into the Building Works Contract.
- B.       The Contractor has agreed to remain responsible for all Defects in the Facility during the Defects Liability Period under the Building Works Contract.
- C.       The Contractor has agreed to give warranties in respect of the Facility in favour of the School Council.

**The parties agree as follows:**

## **1       GENERAL**

1.1       In this Deed, unless otherwise defined below or the context otherwise requires, defined terms in the Contract have the same meaning:

**Agreement** means the Development and Joint Use Agreement entered into by the School Council, the Minister and the Licensee dated *[insert date]*;

**Building Works Contract** means the building works contract between the Licensee and the Contractor dated *[insert date]*;

**Defect** means any defect, omission, incomplete works or services or other faults in the Upgrade, or instance of non-compliance with the Building Works Contract, whether occurring before or after the issue of the final certificate under the Building Works Contract, excluding Defects caused by:

- (a)       the negligence or misuse of the Facility by the Licensee or any other person whose actions are beyond the Contractor's control or;
- (b)       structural movement or other external cause which was beyond the Contractor's control and which was not reasonably foreseeable by the Contractor;

**Facility** means the works to be performed or the goods to be supplied as described in the Building Works Contract;

**Minister** means the Minister for the time being referred to in section 5.2.7 of the *Education and Training Reform Act 2006*(Vic).

**The Licensee** means *[insert name of Licensee]* of *[insert address of Licensee]*.

## **2 INTERPRETATION**

2.1 In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and reference to any gender includes all other genders;
- (b) headings and the table of contents are intended for ease of reference only and are not to be taken to affect the interpretation or construction of this Deed;
- (c) a reference to any obligation includes a liability and a duty and a reference to performance includes observance;
- (d) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed;
- (e) a reference to any deed or document is to that deed or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and
- (f) a reference to a person includes a corporation, firm, partnership, association, trust, joint venture, authority, state or government or other legal entity and vice versa.

## **3 WARRANTY**

3.1 The Contractor warrants to the School Council that the Facility is free from Defects and is of the quality and standard required by the Building Works Contract and is of a quality and standard which is fit for the purpose for which it is required.

## **4 RECTIFICATION OF DEFECTS IN THE FACILITY**

### **Notice to the Contractor**

4.1 The School Council may give the Contractor written notice of any Defect appearing in the Facility during the Defects Liability Period, specifying the Defect and the time within which the Contractor must rectify the Defect.

### **Contractor to Rectify**

4.2 The Contractor must rectify the Defect to the satisfaction of the School Council, at the Contractor's expense, within the time specified in the notice. If any notice given by the School

Council does not specify a time for rectification in this notice, the Contractor must rectify the Defect within 14 days of receipt of the notice.

**School Council may Rectify**

4.3 If the Contractor fails to rectify any Defect within the time required it shall be deemed to have relinquished any rights it may have had to rectify the Defect and the School Council may arrange for the Defect to be rectified at the Contractor's expense.

**5 INDEMNITY**

5.1 The Contractor indemnifies the School Council against all claims, costs, expenses and losses (including without limitation, indirect and consequential losses) of and incidental to the rectification work required under clause 4.2 or 4.3 and against any claims, costs, expenses and losses (including without limitation, indirect and consequential losses) sustained by the School Council as a result of any Defect or rectification of any Defect, including without limitation costs arising from damage to other parts of the Facility as a result of any Defect.

**6 THE SCHOOL COUNCIL'S RIGHTS**

6.1 This Deed is in addition to and does not derogate from any other rights of the School Council or the Licensee in respect of the Facility including, without limitation, those contained in the Building Works Contract or any manufacturer's warranty or warranty implied by law.

**7 ASSIGNMENT BY SCHOOL COUNCIL**

7.1 The School Council may, at any time (in whole or in part), assign or transfer its rights and obligations under this Deed to any person without the consent of either the Contractor or the Licensee.

**Executed** as a Deed

**The Common Seal of *[Insert School name]* School Council** was affixed by order of the Council and in the presence of the President of the School Council and its Authorised Appointee:

---

Signature of President of School Council

---

Signature of Authorised Appointee

---

Name of President of School Council in full

---

Name of Authorised Appointee in full

**The Common Seal of *[insert name and ABN or ACN of Contractor]*** was hereunto affixed in the presence of:

***[Contractor to confirm execution clause]***

---

Signature of Director

---

Signature of Director/Secretary

---

Name of Director

---

Name of Director/Secretary

DRAFT

## Annexure C

### Form of Licensee's Construction Security (clause 4.1)

**THIS DEED** (“Undertaking”) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 200

**BETWEEN** *[Insert name of School Council]* (“School Council”) of the first part

**AND** *[Insert name of Bank]* (“Bank”) of the second part

#### RECITALS

- A. *[Insert name and ABN or ACN of Contractor]* (“Contractor”), the Minister for Education for the State of Victoria and the School Council intend to enter a Development and Joint Use Agreement (“Contract”) for the construction and joint use of a *[insert details of Facility/Upgrade]* (collectively the “Contractor’s Activities”) at *[insert School name & address]*.
- B. Under the Contract, the Contractor is required to procure this Undertaking for the School Council.

#### OPERATIVE

##### 1. UNCONDITIONAL UNDERTAKING BY BANK

The Bank unconditionally undertakes and covenants to pay to the School Council any sum or sums which may from time to time be demanded in writing by the School Council to a maximum aggregate sum of *[insert amount in words and numbers – amount to be no less than 5% of construction costs]*:

- (a) on demand;
- (b) without reference to the Contractor; and
- (c) notwithstanding any notice given by the Contractor to the Bank not to pay that sum or sums.

##### 2. CONTINUING LIABILITY OF BANK

The Bank’s liability under this Undertaking is a continuing liability and will continue until:

- (a) payment is made under this Undertaking of the maximum aggregate sum; or
- (b) the School Council notifies the Bank that this Undertaking is no longer required.

##### 3. NO DISCHARGE OF LIABILITY BY VARIATION

The Bank’s liability under this Undertaking will not be discharged or impaired by reason of:

- (a) any variation (with or without the knowledge or consent of the Bank) in:
  - (i) any of the provisions of the Contract;

- (ii) the Contractor's Activities; or
  - (iii) acts or things to be executed, performed and done under the Contract; or
- (b) any breach of the Contract by the Contractor or the School Council.

#### **4. GOVERNING LAW**

This Undertaking is subject to and to be construed in accordance with the laws for the time being of the State or Territory in which the Contractor's Activities are performed.

**EXECUTED** as a deed.

DRAFT

## Annexure D

### Director's Guarantee Deed (clause 4.4)

Deed of Guarantee made on **2006**

**Parties**            **The Minister for Education** of 2 Treasury Place, East Melbourne 3002, for and on behalf of the State of Victoria and the Department of Education and early Childhood Development ("**Minister**")

**The [insert name of School] School Council** of [insert address] ("**School Council**")

                         [insert name of director] of [insert address] ("**Guarantor**")

#### This Deed provides

### 1            DEFINITIONS

In this Deed:

"**Beneficiary**" means the Crown in right of the State of Victoria and the School Council jointly, and each of them severally.

"**Licensee**" means [insert name and, if applicable, ACN or ABN of Licensee].

"**Development and Joint Use Agreement**" means the agreement dated on or about the date of this Deed and entitled "Development and Joint Use Agreement" made between the Minister, the School Council and the Licensee.

"**Obligations**" means the totality of the obligations and liabilities of the Licensee to the Beneficiary (whether liquidated or not, whether contingent or presently accrued due and whether relating to the payment of money or the performance or omission of any act or thing) that are now in existence, or may hereafter come into existence, pursuant to the Development and Joint Use Agreement.

### 2            GUARANTEE

In consideration of the Minister and the School Council entering into the Development and Joint Use Agreement, the Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary the due and punctual performance by the Licensee of all the Obligations.

### 3            INDEMNITY

The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally agrees to indemnify the Beneficiary and to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of:

- (a)            any failure by the Licensee to perform the Obligations duly and punctually; or

- (b) any obligation or liability that would otherwise form part of the Obligations being or becoming void, voidable or unenforceable against or irrevocable from the Licensee by the Beneficiary in full for any reason.

#### **4 LIABILITY OF THE GUARANTOR**

##### **4.1 Absolute liability**

The liability of the Guarantor under this Deed shall be absolute and shall not be subject to the execution of this Deed or any other instrument or document by any person other than the Guarantor, and shall not be subject to the performance of any condition precedent or subsequent.

##### **4.2 No reduction or release**

- (a) The liability of the Guarantor under this Deed shall not be affected by any act, omission, matter or thing whatsoever that would otherwise operate in law or in equity to reduce or release the Guarantor from such liability.
- (b) Without limiting the generality of the foregoing, such liability shall not be affected by:
  - (i) the granting by the Beneficiary to the Licensee of time or waiver,
  - (ii) the Beneficiary forbearing to enforce or neglecting to exercise any right against the Licensee;
  - (iii) any laches, acquiescence or other act, neglect, default, omission or mistake by the Beneficiary;
  - (iv) any variation of any of the Obligations or of the Development and Joint Use Agreement, made either with or without the knowledge of the Guarantor;
  - (v) the release of any of the Obligations or the Development and Joint Use Agreement or any security held for the performance of any of the Obligations;
  - (vi) the loss of any such security or any variation in the order of priorities thereof,

or any failure by the Beneficiary to disclose to the Guarantor any fact, circumstance or event relating to the Licensee at any time prior to or during the currency of this Deed.

#### **5 NO SET-OFF OR DEDUCTION**

All payments by the Guarantor under this Deed shall be free of any set-off or counterclaim and without deduction or withholding.



**6 COSTS AND EXPENSES**

The Guarantor shall on demand reimburse the Beneficiary for, and keep the Beneficiary indemnified against, all expenses (including legal costs and disbursements on a solicitor/own client basis) incurred by the Beneficiary in connection with the enforcement, attempted enforcement or preservation of any rights under this Deed.

**7 INSOLVENCY**

The Guarantor will not prove in the insolvency of the Licensee for any amount owing to him by the Licensee other than upon the basis that he irrevocably directs the payment of the proceeds of any such proof to the Beneficiary to the full extent of the amount then required to satisfy the Obligations.

**8 CLAIM ON THE GUARANTOR**

The Beneficiary shall not be required to make any claim or demand upon the Licensee or to enforce any right, power or remedy against the Licensee or under any security it may hold for the Obligations before making any demand or claim on the Guarantor under this Deed.

**9 CERTIFICATE OF OFFICER OF BENEFICIARY**

A certificate in writing signed by an officer of the Beneficiary certifying the amount payable by the Licensee to the Beneficiary shall be conclusive and binding on the Guarantor in the absence of manifest error.

**10 WARRANTY**

The Guarantor warrants that it enters this Deed in his own right and not as a trustee or in any other representative capacity.

**11 SETTLEMENT CONDITIONAL**

Any settlement between the Guarantor and the Beneficiary shall be conditional upon any security or payment given or made to the Beneficiary by the Licensee, the Guarantor or any other person in relation to the Obligations not being avoided, repaid or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force. In the event of any such avoidance, repayment or reduction, the Beneficiary shall be entitled to recover the value or amount of such security or payment avoided, repaid or reduced from the Guarantor subsequently, as if such settlement or discharge had not occurred.

Executed as a deed.

**Signed sealed and delivered by Bronwyn Pike, MP** this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in her capacity as **Minister for Education** in the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**The Common Seal of [insert name of School] Council** was affixed by order of the Council and in the presence of the President of the Council and of its authorised appointee:

\_\_\_\_\_  
Signature of President of School Council

\_\_\_\_\_  
Signature of Authorised Appointee

\_\_\_\_\_  
Name of President of School Council in full

\_\_\_\_\_  
Name of Authorised Appointee in full

**Signed by [insert name of Guarantor]** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full



**Financial and other Resource Implications**

All financial information is detailed in the individual lease agreements.

The agreements indicate that the annual rental is \$630 per annum for the Colac and District Football Umpires Association and \$490 per annum for the Colac and District Cricket Association.

The rental will be reviewed on a regular basis as per the review clauses within the lease.

**Risk Management & Compliance Issues**

All risk management and compliance issues are detailed in the individual lease agreements.

**Environmental Considerations**

There are will be no environmental issues impacted upon as a result of the content and renewal of these lease agreements

**Communication Strategy/Consultation**

Both Clubs have had the opportunity to have input to the review and development of these lease agreements.

**Implementation**

It is proposed that these agreements will be effective immediately for a 5 year term concluding in 2013.

**Conclusion**

These agreements have been updated further to pending current lease expiry.

**Attachments – Tabled**

- Lease Agreement between Colac Otway Shire and the Colac and District Football Umpires Association
- Lease Agreement between Colac Otway Shire and the Colac and District Cricket Association

**Recommendation*****That Council:***

1. ***Endorse the lease agreement between Council and the Colac and District Football Umpires Association and sign and seal the lease document; and***
2. ***Endorse the lease agreements between Council and the Colac and District Cricket Association and sign and seal the lease document.***

~~~~~U~~~~~



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

D = Discussion

W = Withdrawal

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | D | W |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <p><b><u>INFRASTRUCTURE</u></b></p> <p><b><u>OM082309-16 CONTRACT APPROVAL CONTRACT 0813 - BITUMINOUS SEALING WORKS</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council award the Rise and Fall Contract 0813 for Bituminous Sealing Works to Boral Resources (Vic) Pty Ltd at the tendered price of \$827,730.40 (excluding GST).</i></p>                                                                                                                                                                                                                                                                       |   |   |
| <p><b><u>OM082309-17 AUDIT OF PORT SAFETY AND ENVIRONMENT MANAGEMENT PLAN, PORT OF APOLLO BAY</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. Receive and note the comments of the Audit Report for Port of Apollo Bay dated 21 August 2008, as prepared by the auditors Landserv Pty Limited; and</i></b></li> <li><b><i>2. Note that an action plan will be developed and implemented to address the identified items for attention and that the recommendations will be implemented prior to the next internal review.</i></b></li> </ol> |   |   |
| <p><b><u>OM082309-18 CONTRACT APPROVAL - CONTRACT 0812 - POUND ROAD RECONSTRUCTION</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council awards Contract 0812 for Pound Road Reconstruction to Lake &amp; Land Pty Ltd at the lump sum tender price of \$246,829.00 (excluding GST).</i></b></p>                                                                                                                                                                                                                                                                                                                |   |   |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

## OM082309-16 CONTRACT APPROVAL CONTRACT 0813 - BITUMINOUS SEALING WORKS

AUTHOR: Roger Fox  
DEPARTMENT: Infrastructure

ENDORSED: Ranjani Jha  
FILE REF: CON0813

### Purpose

Tenders have been received for Contract 0813 - Bituminous Sealing Works which requires Council approval to award the contract.

### Background

Tenders closed on 27 August, 2008, for the bitumen spray sealing of approximately 260,000 square metres of local roads in Colac Otway Shire. This contract is a lump sum contract with rise and fall included for any increase (or decrease) in bitumen price changes.

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.

The following two tenders were received :-

| Tenderer                     | Tendered Price<br>\$ |
|------------------------------|----------------------|
| <b>Boral Resources (Vic)</b> | <b>827,730.40</b>    |
| <b>Sprayline</b>             | <b>872,256.00</b>    |

Prices do not include GST

Tenders were evaluated and a recommendation made in accordance with Council's *Tendering and Contracts Policy*.

The Tender Evaluation Panel assessed the submission by Boral Resources (Vic) Pty Ltd as being the best value and scored highest overall when applying the selection criteria.

The Panel recommended to accept the lowest priced tender of Boral which is \$44,526 less than Sprayline's.

### Corporate Plan/Other Strategies/Policy Council's Tendering and Contracts Policy

This is a project contained within the Council 2008/09 Capital Works Program and supports the Council's Road Asset Management Plan for asset renewal.

### Issues/Options

Options are to :-

1. Proceed with the awarding of the contract, or
2. Not award the contract and recall fresh tenders.

Recalling tenders will not provide any benefit to Council and hence 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.

**Proposal**

It is proposed to accept a tender and engage the contractor to complete the annual reseal program. Works to be undertaken are valued less than the available budget amount.

**Financial Implications**

The preferred tender of Boral at \$827,730 (not including GST) is below the available budget.

Allocated budgets for both Council funded works and for works externally funded from *Roads To Recovery, Special Charge Scheme (Marks Street), Auslink Strategic Regional Program, Regional Development Victoria, Local Dairy Road Program* are adequate to cover the tender price and its component prices.

It is expected to have a surplus of funds for the proposed sealing program provided that bitumen costs do not rise unexpectedly high. There is a component in the tender price of \$75,000 to allow for rise and fall in bitumen prices which is expected to be adequate and will be deducted from the contract sum if not fully utilised.

The following budget amounts are available to complete the contract :-

|                   |                                |
|-------------------|--------------------------------|
| \$ 790,000        | Council local road reseals     |
| \$ 56,000         | Other Council funded reseals   |
| <u>\$ 173,000</u> | <u>Externally funded works</u> |
| \$1,019,000       | Total Budget Allocation        |

**Risk Management & Compliance Issues**

The preferred tenderer, Boral, has a good track record of management of risks and completion of contracts to specification and on time. Council should be confident that contracting with Boral will minimise exposure to occupational health and safety issues and non-compliance with the contract.

**Environmental Considerations**

Contractors are required under the contract to provide suitable approved environmental plans and to actively prevent issues occurring. Previously Boral has managed environmental concerns thoroughly and adequately.

An interview was undertaken with Boral 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. Boral is required and has committed 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 1 August, 2008, and the Geelong Advertiser, Ballarat Courier and The Age on 1 August, 2008. Also the tender was advertised on Colac Otway Shire website.

In advance of the commencement of sealing works a public notice is to be placed in the local newspaper(s) to advise of pending operations. Immediately prior to works (usually a few days) the successful contractor is also required to notify affected residents with a letterbox drop.



**Implementation**

Upon Council's approval, the Contract will be awarded and works will be programmed to commence. Boral Resources (Vic) Pty Ltd has indicated a commencement date of November with completion by December, 2008.

**Conclusion**

A recommendation is made to award the contract to Boral Resources (Vic) Pty Ltd to complete the sealing program for 2008/2009. The tendered sum and its component prices are lower than the budgets allocated.

**Attachments**

Nil

**Recommendation(s)**

***That Council award the Rise and Fall Contract 0813 for Bituminous Sealing Works to Boral Resources (Vic) Pty Ltd at the tendered price of \$827,730.40 (excluding GST).***

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**OM082309-17 AUDIT OF PORT SAFETY AND ENVIRONMENT MANAGEMENT PLAN, PORT OF APOLLO BAY**

AUTHOR: Ranjani Jha  
DEPARTMENT: Infrastructure

ENDORSED: Ross Goyne  
FILE REF: GEN00233

**Purpose**

The purpose of this report is to inform Council of the outcomes of the Port of Apollo Bay triennial audit and the emerging follow up actions.

**Background**

The Safety and Environment Management Plan (SEMP) requires that the Port of Apollo Bay undertake an internal review of the Safety and Environment Management Plan on an annual basis, to be completed by the end of each financial year, and an external third party review every three years. The external review provides an independent assessment of the plan, drawing attention to any areas of concern and /or opportunities for improvement.

In 2003 the *Port Services Act 1995* was amended to include a broad legislative scheme requiring port managers, in this case Council, to develop and implement Safety and Environmental Management Plans (SEMP) for their Ports.

SEMPs are intended to be a management tool to assist port managers in systematically examining the full scope of activities in their ports to ensure that all significant risks are identified and controlled.

**Corporate Plan/Other Strategies**

The 2005-2009 Council Plan indicates that Council has an ongoing commitment to manage the operations of the Apollo Bay Harbour via:

- Sustainable development through the implementation of the Lake Colac Management Plan and the redevelopment of Apollo Bay Harbour.
- The revitalisation and development of Lake Colac and Apollo Bay Harbour.
- Continue the redevelopment of the Apollo Bay Harbour, including the development of a Concept Plan specific to the Apollo Bay Harbour precinct, which will form an important component of the Apollo Bay Structure Plan.

**Issues/Options**

Landserv Pty Limited (Landserv) was commissioned on 17 June 2008, on behalf of the Port Manager Apollo Bay, by the Department of Sustainability and Environment (DSE), to conduct an audit of the Port Safety and Environment Management Plan (SEMP) for the Port of Apollo Bay.

The audit was performed by Mr Damien Chappell, Director of Landserv. This audit was completed pursuant to the requirements of Part 6A and in particular, Section 91F of the Port Services Act 1995.

The audit interviews and inspection took place on 17 July 2008. The physical extent of the audit was defined by the gazetted areas of the land and water of the Port of Apollo Bay.

The following persons were interviewed and/or consulted during the course of the audit.

| Name              | Position  | Date Interviewed | Communication Method |
|-------------------|---|------------------|----------------------|
| Mr Ranjani Jha    | Port Manager Apollo Bay                               | 17 July 2008     | In Person            |
| Mr Brian Shields  | Port Team Manager Apollo Bay                          | 17 July 2008     | In Person            |
| Mr Phil Falla     | Port Foreman Apollo Bay                               | 17 July 2008     | In Person            |
| Mr Nick Polgeest  | Apollo Bay Fishermans Co-operative                    | 23 July 2008     | Telephone            |
| Mr Matt Armstrong | Apollo Bay Sailing Club – Commodore                   | 23 July 2008     | Telephone            |
| Mr Andrew Caddy   | Australian Customs, District Manager Geelong          | 8 August 2008    | Email                |
| Mr David Marsh    | Marine Safety Victoria – Manager, Waterway Management | 6 August 2008    | Email                |

### Outcome

After the audit process, it was determined by the auditor that the SEMP continues to adequately provide for the matters required by Section 91D (1) of the Act and the Port Manager is complying with the SEMP for the port.

Some of the specific areas of SEMP which we have passed relates to:

- Correct identification of the nature and extent of risk and environment hazards associated with the port operation;
- Correct assessment of likely impacts of the identified hazards;
- Contains measures and strategies for risk reduction and prevention;
- Nomination of person/s responsible for implementation of measures and strategies;
- Involvement of tenants and licensees and service providers with the implementation of management plan;
- Setting out of procedures for reviewing and implementing the management plan;
- Integrated environment plan prepared and certified in accordance with Port Services Act 1995;
- Copies of certifies SEMP have been kept at the office of Port Manager; and
- Maintain currency of SEMP document with Maps and Plans of port land and waterways.

The Audit also identified a number of items for review and attention and the following recommendations relate to issues considered to be of high to very high risk and should be considered urgent:

- Slipway procedures should be revised to include reference to the need for Job Safety and Environment Analyses (JSEAs), compliance with OHS and environment procedures, legislation, policies and the SEMP;

- The slipway procedures also need to refer to any applicable Codes of Practice and standards for antifouling, painting, cleaning and maintenance. These requirements need to be put into the induction and permit conditions / agreement for using the slipway; and
- It is considered important the JSEAs be prepared for all works, including all individual tasks associated with slipping and working on boats. In addition, if any boat related Contractor work is carried out, the boat and marine survey certificates and any applicable diving plans should be reviewed for safety and environment adequacy.

Other recommendations with medium priority are as shown below:

- Upgrade of safe boating brochure with updated locations of navigational aids;
- Include maximum draft for boats allowed and minimum depth within the harbour;
- Berthing ladders at the side of jetty to have chains in accordance to AS 1657 Ladders and Platform;
- A hazardous materials audit to be conducted for Fishermen's Cooperative Building including lead, asbestos, biphenyls etc.;
- Provision of hazchem signage at the depot fence in accordance to OH&S Regulation; and
- Waterway Management Plan to be revised to include the prevention of tri-butyl tin and lead paints.

The above recommendations are to be implemented before the next internal review of the SEMP in 12 months time.

### **Proposal**

That a program of actions be developed with timelines to ensure the items identified in the SEMP Audit are addressed based on risk and prior to the end of May 2009.

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

There will not be any immediate financial implications as a result of the SEMP audit report. Most of the auditor's recommendations will be implemented under the current operational budget and any major infrastructure upgrade will be considered in the capital works program, which may be subject to funding constraints from DSE. It should be noted that no Council funding is required for the Port of Apollo Bay as it is fully funded by DSE and various fees and charges.

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

The aim of this Safety and Environment Management Plan (SEMP) is to present an integrated system for managing and improving environmental and safety performance at Port of Apollo Bay and to promote best practice safety and environment risk management across all aspects of port activities.

Beneficiaries of the plan will be port employees, users, visitors and the wider Victorian community.

### **Environmental Considerations**

The Port of Apollo Bay has established the following environment management objectives:

1. Ongoing planning and management of sustainable port safety and environmental outcomes;
2. To provide a safe port environment for all users;
3. To eliminate work-related injuries and illness arising from its operations;
4. To encourage tenants, service providers and the community to eliminate work-related injuries and illness arising from their activities and operations;

5. To communicate commerce, industry, relevant agencies and the public of port related safety and environmental management issues;
6. To encourage tenants, service providers and the community to minimise waste; prevent pollution, utilise resources efficiently and reduce environmental impacts;
7. To prevent or minimize pollution arising from its operations; and
8. To maintain and continually improve the Safety and Environment Management Plan.

### **Communication Strategy/Consultation**

The review of SEMP was undertaken in accordance to the consultation framework specified within the SEMP document. Copies of draft SEMP was circulated to all key stakeholders (a total of 28 listed stakeholders) seeking comments prior to any review. The SEMP was also displayed on the Colac Otway Shire website and local newspaper notifications made advising interested parties of the SEMP review process and seeking comments. All the stakeholders at the Port including the Berth and Mooring holders were also given the opportunity to express their views. The comments of the Fishermen's Cooperative and Apollo Bay Sailing Club were also obtained and taken into account during the review process.

### **Implementation**

The audit process has not revealed any major deficiencies however some recommendations have been made by the auditor for further enhancing the safety factors. These recommendations have been discussed above and will be considered in the order of priority with an aim to implement all recommendations prior to the next internal review.

### **Conclusion**

Based on the audit observations and outcomes, the auditor has made the following overall conclusions:

- The auditor finds that the SEMP continues to adequately provide for the matters required by Section 91D (1) of the Act; and
- The auditor finds that the Port Manager is complying with the SEMP for the Port.

Some recommendations have been made for implementation within a 12 months timeframe. The most important recommendations are with regards to the slipway operations requiring Job Safety and Environment Analyses (JSEAs) prior to use, including all individual tasks associated with slipping and working on boats. Consideration is already being given for the implementation of this recommendation.

### **Attachments**

Nil

### **Recommendation(s)**

#### ***That Council:***

1. ***Receive and note the comments of the Audit Report for Port of Apollo Bay dated 21 August 2008, as prepared by the auditors Landserv Pty Limited; and***
2. ***Note that an action plan will be developed and implemented to address the identified items for attention and that the recommendations will be implemented prior to the next internal review.***

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**OM082309-18 CONTRACT APPROVAL - CONTRACT 0812 - POUND ROAD RECONSTRUCTION**

AUTHOR: Roger Fox  
DEPARTMENT: Infrastructure

ENDORSED: Ranjani Jha  
FILE REF: Con 0812

**Purpose**

Council approval is required to award Contract 0812 – Pound Road Reconstruction for which tenders have been received.

**Background**

Tenders closed on 10 September, 2008, for construction of approximately 974 metres of unsealed pavement in Pound Road, Colac, from Queen Street to Armstrong Street. The works comprise of stabilisation of existing pavement and constructing a full width 140mm thick crushed rock overlay including shoulders. The pavement is to be sealed with a final bitumen seal applied in the following year.

The following five tenders were received :-

| <b>Tenderer</b>                       | <b>Tendered Price<br/>\$</b> |
|---------------------------------------|------------------------------|
| <b>Lake &amp; Land Pty Ltd</b>        | <b>246,829.00</b>            |
| <b>Stabilime Distributors Pty Ltd</b> | <b>323,994.34</b>            |
| <b>R Slater &amp; Sons Pty Ltd</b>    | <b>334,054.87</b>            |
| <b>Rodger Constructions Pty Ltd</b>   | <b>336,257.95</b>            |
| <b>Mckinnon Quarries and Civil</b>    | <b>353,409.17</b>            |

Prices do not include GST

The Tender Evaluation Panel assessed the submission by Lake & Land Pty. Ltd. as being the best value and scored highest overall when applying the selection criteria.

Lake & Land Pty. Ltd. submitted the lowest tender price and is the preferred tenderer.

The evaluation process considered the significant lower priced tender from Lake & Land when compared to the other submissions. A thorough assessment was undertaken resulting in the director of Lake & Land confirming and justifying the adequacy and completeness of the tender.

**Corporate Plan/Other Strategies/Policy**

The submitted tenders were evaluated in accordance with Council's *Tendering and Contracts Policy*.

This is a project contained within the Council 2007/08 Capital Works Program and is a special charge scheme initiated by Council.

**Issues/Options**

Options are to :-

1. Proceed with the awarding of the contract or
2. Not award the contract

In October, 2006, Council committed to proceed with a special charge scheme to construct Pound Road from Queen Street to Armstrong Street. Submissions were received by VCAT, however, the scheme was upheld by VCAT

**Proposal**

It is proposed to accept a tender and engage the contractor to complete the specified works within the 2008/2009 financial year.

**Financial and other Resource Implications**

The available budget of \$333,000 is funded entirely from a special charge scheme which has a 70% contribution from Council and 30% from properties abutting the works.

Following the completion of works, a final seal, which is not included in the tendered works, will be applied to the widening work. Approximately \$25,000 will be required in the following year to complete the project.

The total amount required to complete the project is :-

|                   |                  |
|-------------------|------------------|
| Contract sum      | \$246,829        |
| Scheme Costs      | \$45,000         |
| <u>Final seal</u> | <u>\$ 25,000</u> |
| Total amount      | \$316,829        |

Accepting the lowest and preferred tender plus including the final bitumen sealing costs would result in completion of all works within the available budget.

Pound Road Reconstruction is included as an item of income and expenditure in the 2008/2009 Council Budget.

**Risk Management & Compliance Issues**

The Contractor is required to provide documentation for traffic management, environmental and occupational health and safety. Evidence of previous works undertaken by Lake & Land have shown that Council can be confident that this contractor will minimise its exposure to risk in occupational health and safety issues and non-compliance of the contract.

**Environmental Considerations**

Contractors are required to provide suitable approved environmental plans and to actively prevent incidents. Environmental events or hazards will be identified through administration of the contract.

Although the work site is located in an area of "low" roadside vegetation conservation value the successful tenderer is required to complete an *Environmental Impact Assessment for Roadside Works* procedure and take any appropriate measures for protection of roadside vegetation.

**Communication Strategy/Consultation**

The tender was advertised in the Colac Herald on 15 August, 2008, and the Geelong Advertiser, Ballarat Courier and Warrnambool Standard on 16 August, 2008.

Immediately prior to commencement of works the Contractor is required to notify affected property owners and others.

**Implementation**

Upon Council's approval the Contract will be awarded and works be programmed to commence. It is expected the start date will be by January,2009, with construction works undertaken over approximately 3 weeks.

**Conclusion**

A recommendation is made by the Tender Evaluation Panel to award the contract to Lake & Land Pty. Ltd. at the tendered price.

The preferred tender of \$246,829 (excluding GST) plus the cost of the final seal of \$25,000 and other scheme costs of \$45,000 is within the available funding of \$333,000.

**Attachments**

Nil

**Recommendation(s)**

***That Council awards Contract 0812 for Pound Road Reconstruction to Lake & Land Pty Ltd at the lump sum tender price of \$246,829.00 (excluding GST).***

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## CONSENT CALENDAR

### OFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM   | D | W |
|--|---|---|
| <p><b><u>SUSTAINABLE PLANNING AND DEVELOPMENT</u></b></p> <p><b><u>OM082309-19 PLANNING SCHEME AMENDMENT C55<br/>(PLANNING SCHEME REVIEW) - RELEASE OF<br/>PANEL REPORT</u></b></p> <p>Department: Sustainable Planning and Development</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council makes the Panel Report for Colac Otway Planning Scheme Amendment C55 (Planning Scheme Review) publicly available.</i></p>  |   |   |
| <p><b><u>OM082309-20 COLAC OTWAY SHIRE COMMUNITY PLAN<br/>PROPOSAL</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> <p><b><i>1. Receive this progress report on the development of a proposed Colac Otway Shire Community Plan that would inform the Council Plan 2009 - 2013 and note the:</i></b></p> <ul style="list-style-type: none"> <li><b><i>• Reasons for Council's involvement with Community Planning</i></b></li> <li><b><i>• Process for the Community Plan informing the Council Plan</i></b></li> <li><b><i>• Development of the Colac Otway Shire Community Planning process</i></b></li> <li><b><i>• Implementation options for the Community Plan</i></b></li> <li><b><i>• Funding received and funding necessary for implementation of the Community Plan.</i></b></li> </ul> <p><b><i>2. Endorse the Community Plan Terms of Reference.</i></b></p> |   |   |
|  |   |   |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

**OM082309-19 PLANNING SCHEME AMENDMENT C55 (PLANNING SCHEME REVIEW)  
- RELEASE OF PANEL REPORT**

|             |   |           |  |
|-------------|---|-----------|--|
| AUTHOR:     | Doug McNeill                            | ENDORSED: | Jack Green   |
| DEPARTMENT: | Sustainable Planning and<br>Development | FILE REF: | Planning Scheme<br>GEN00451 Amendment<br>C55 Planning Scheme<br>Review |

**Purpose**

To present the Amendment C55 Panel report to Council for information and to make the report publicly available.

**Background**

The Council has undertaken a significant strategic planning program over the past three years, including completion of Structure Plans for Apollo Bay and Colac, and a Rural Land Strategy. This is in addition to the Planning Scheme Review completed in 2005 that recommended improvements that could be made to the structure and efficiency of the Scheme. Planning Scheme Amendment C55 seeks to implement these projects, and significantly streamline the current Planning Scheme.

The amendment was exhibited from November 2007 to January 2008, and received over 250 submissions, which were considered at the 26 February Council meeting. The Independent Panel to hear and consider submissions was appointed on 18 April 2008 and consisted of Lester Townsend (Chairperson), Geoff Rundell (member) and David Merrett (member).

A Directions hearing was held in Colac on 13 May 2008 and the Panel hearing itself was held between 16 June and 26 June 2008 in Colac and Apollo Bay.

In accordance with Section 25 of the *Planning and Environment Act 1987*, the Panel is required to report its findings to the Planning Authority (Council). Planning Panels Victoria released the Panel Report to Council on Friday 19 September, 2008, and a copy was immediately provided to Councillors.

Section 26 of the *Planning and Environment Act 1987* states:

26. *Reports to be made public*

- (1) *The planning authority may make the panel's report available at its office during office hours for any person to inspect free of charge at any time after the planning authority receives the report and must make it so available forthwith if*
  - 
  - (a) *the planning authority has decided whether or not to adopt the amendment; or*
  - (b) *28 days have elapsed since it received the panel's report.*

Section 27 of the *Planning and Environment Act 1987* states:

*27. Planning authority to consider Panel's report*

- (1) *The planning authority must consider the panel's report before deciding whether or not to adopt the amendment.*

### **Corporate Plan/Other Strategies/Policy**

There are no applicable Council policies. There are legislative requirements as noted above relating to public release of the Panel report.

### **Issues/Options**

In accordance with Section 27 of the *Planning and Environment Act 1987*, Council must consider the Panel report before deciding whether or not to adopt the amendment. Council workshops have been scheduled to brief Council on the Panel's findings and recommendations for how Council may consider these when making a decision about the amendment.

To ensure that Council complies with Section 26 of the *Planning and Environment Act 1987*, Council must make the Panel report publicly available either as soon as a decision has been made whether or not to adopt the amendment or 28 days from receipt of the Panel report, whichever is sooner.

Given the level of community interest in the amendment and Council's commitment to transparency in its processes it is proposed to release the Panel Report to the community prior to Council formally considering the Report and deciding whether to adopt the amendment.

### **Proposal**

It is proposed that Council makes the Panel report publicly available.

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

As this report is for Council's information and to allow for public release of the Panel Report only, there are no direct financial implications resulting from this report.

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

Council is required to comply with the requirements of the *Planning and Environment Act 1987*. Council will comply with Section 26 of the Act by making the Panel report to Amendment C55 publicly available.

### **Environmental Considerations**

Environmental considerations are not applicable to this report. Environmental considerations will be part of Council's formal consideration of the Panel report and deciding whether to adopt the amendment.

**Communication Strategy/Consultation**

In making the Panel report publicly available, it will be placed on display at the Colac and Apollo Bay customer service centres and on Council's web page. The report will also be forwarded to all participants at the Panel hearing, including submitters who presented at the hearing.

**Implementation**

The Panel report will be displayed at the Colac and Apollo Bay customer service centres and on Council's web page. The report will also be forwarded to all participants at the Panel hearing, including submitters who presented at the hearing.

**Conclusion**

The Panel Report into Colac Otway Planning Scheme Amendment C55 (Planning Scheme Review) has been released, and it is proposed that Council makes the report publicly available at the earliest possible opportunity.

Workshops will be held with Council to brief it on the detailed recommendations of the Panel report prior to it being placed on the Council agenda for a decision.

**Attachments**

Nil

**Recommendation(s)**

***That Council makes the Panel Report for Colac Otway Planning Scheme Amendment C55 (Planning Scheme Review) publicly available.***

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The Council Plan 2004 – 2009 was developed through a series of community consultation forums and there are a range of related short and long term strategies existing within Council that have been developed through consultation with the community.

Colac Otway Shire Council currently has a range of programs that address community aspirations and needs ranging from the Council Plan to public health programs, land use plans and the Small Town Improvement Program. What is lacking is an overarching Community Plan that links the various sectors together that can identify a future vision and help guide the preparation of the 4 year Council Plan. Council recognised this need for a long range plan in the 2005/06 Council Plan review, by including the development of a Colac Otway 2030 Vision.

Developing a Community Vision was identified as one of the key priority areas for action during a Colac Otway Shire Economic Development Forum held in May 2008 and auspiced in partnership with the Member for Corangamite Darren Cheeseman. A group of business, tourism, and education leaders identified Leadership, Focus on Future and Innovation as overarching themes and proposed a set of opportunities for Colac Otway Shire under the headings of Community Vision, Liveability, Infrastructure and Skills. It was agreed at the forum that the starting point would be a Community Planning process that engages the whole community and takes into account the key challenges for the future.

Colac Otway Shire faces a number of these challenges. The Shire's economy is transforming under the pressure of global markets, climate change, the growth of tourism and Government policy in the area of natural environment and timber harvesting. Agriculture remains the major generator of wealth and employment both in primary production and manufacturing including meat, dairy and timber products, however, tourism and lifestyle are emerging as key drivers of change.

The economy is healthy. It is listed as 133 Out of 590 municipalities in the BankWest Quality of Life Index 2008. Five hundred and ninety local government areas (LGAs) across Australia, including 79 in Victoria, were ranked against 10 key criteria including employment levels, crime rates, internet access, health, education levels, earnings, home ownership rates, house size, proportion of empty homes and community involvement.

However there is also significant social disadvantage and indicators of concern for ongoing economic growth. Demographic data released from the 2006 Census informs us that population growth is at .6% and ageing. There is a labour and skills shortage, low levels of education and training. According to Jesuit Social Services Research in 1999, Colac Otway Shire is the 14<sup>th</sup> most disadvantaged place in Vic. and NSW and in 2007 the 18<sup>th</sup> most disadvantaged Victorian postcode.

Sustaining economic growth and overcoming social disadvantage are vital and interrelated aspects of a healthy local community. The Community Planning process would provide the opportunity to create integrated solutions through community, business, and Local Government working together.

The overarching theme of Council's Community Planning process would be "Bringing our Community Together". The 2008 Local Government Community Satisfaction Survey indicated that there was a decrease in the level of satisfaction rates for the Colac Otway Shire. Several aspects may have contributed to this result including community concerns over the Beechy Centre precinct and Joint Use Library and the proposed Great Ocean Green Development in Apollo Bay. The results of the Survey highlighted the need for the Colac Otway Shire to find better ways of working closely with the community to ensure that they are able to meet the challenges of the future together.

A Community Plan would recognise diversity and differences while developing a broadly supported community vision of a preferred view of the future that would position Colac Otway Shire to take advantage of change. The process would draw the distinction between a probable future if the work is not done to highlight key challenges and develop strategies to overcome them and a preferred future where community vision and the resources of community, Council and all levels of government are brought together to create prosperity, community well being and sustainability.

A Community Plan would position the Shire well for taking advantage of election processes at State and Federal level where there are opportunities to obtain commitments and funding for large scale transformational projects. An example of this is the 2007 Labour Party election commitment to duplicate the Princes Highway from Geelong to Winchelsea.

The Community Plan would inform the Council Plan through a formalised process to assess Community Priorities for inclusion as Council Commitments in the Council Plan. The current Council Plan 2004 – 2009 was developed through a series of community engagement forums where the community was invited to have input into priorities for Council planning over the coming four years. Community Planning is the process for consultation and methodology for creating the Council plan could improve on this by:

- **Initial engagement with the community to ask them to assist us in developing the structure and process of the Community Plan.**

The Community Planning process will commence with a series of Consultation Workshops with existing Community Stakeholder Groups. These sessions will be to inform and shape the process by exploring the concept of community planning and the options for implementation of a broad community engagement strategy early in 2009.

The sessions will not be open public sessions because the main focus is to clarify processes and methods of engagement. The Stakeholder Groups have been combined as follows:

- Learning, Careers and Skills
  - Council Committees
  - Youth Council
  - Business including Tourism Groups & Representative Groups
  - Volunteers & Community Organisations - Lions, Apex
  - Health and Community, Disability Groups & Older people
    - Government Departments , Statutory Authorities, CFA, Police, Ambulance
    - and SES
  - Environment Groups, Landcare Networks
  - Lobby and Action Groups
  - Recreation, Arts, Culture and Events
  - Council
  - Council Staff
- **Creation of a strategic leadership group called Community Champions to lead the process and ensure community ownership, engagement, and responsibility for prioritising community aspirations.**



The Community Champions will be recruited through a public Expression of interest process and a selection panel made up of the Mayor of Colac Otway Shire; the CEO of the Shire; a representative from the Victorian Government Department of Planning and Community Development; and one independent person with skills and experience in community planning and development (for example someone who has led another Council's Community Planning Process).

The Community Champions Group would:

- Provide leadership, guidance and support for the successful development of the Community Planning process using a "community engagement model".
- Provide and ensure the provision of excellent communications that promote the aims, values and outcomes of the Community Plan.
- Consider and take action to minimise the Risks for the overall project.
- Ensure projects and priorities coming from the Community Plan have the best chance of implementation.
- Advocate and represent the Community interests on key elements and outcomes of the Community Plan.
- Ensure the development and communication of Reports regarding the Community Plan Report.
- Ensure the overall project is delivered to agreed timelines and budgets.
- Nurture and promote the long term success and sustainability of Community Planning within and outside the Shire.
- Ensure the conduct of a process evaluation and continuous improvement process once the first Community Plan has been developed and launched.
- Other roles agreed by the Group and deemed necessary to achieve the successful completion of the project.

The Terms of Reference governing the operations of both the Community Champions and the Project Management Group is attached for Council's consideration.

- **Broad location based engagement to take place in early 2009.**

Public forums would be held on a locational basis:

- **Central** Colac and Elliminyt
- **North West** Beeac, Cressy, Cororooke, Pirron Yallock, Swan Marsh, Irrewarra, Warrion, Dreeite, Alvie, Coragulac
- **Coastal** Apollo Bay, Marengo, Paradise, Glenaire, Johanna, Skenes Creek, Kennett River, Wye River, Separation Creek
- **East** Birregurra, Barwon Downs, Warncoort
- **South West** Gellibrand, Forrest, Beech Forest, Lavers Hill, Carlisle River, Barramunga, Wyelangta, Yuulong, Wangerrip

- **Development of a formal assessment process to determine what Community Priorities are adopted as Council Commitments in the Council Plan 2009 – 2013.**

The Community Plan will include a number of community aspirations that are not the direct responsibility of Council and many that are but will not all be able to be supported within existing and foreseeable budgetary conditions. A process will be developed to assess Community priorities which may include:

- Ability of Council to achieve within area of responsibility.  
An example would be a duplicated Princes Highway between Winchelsea and Colac. This is a State and Federal Government responsibility. The Council Plan may include a Commitment to advocate for the duplication.
- Ability of Council to fund within the 4 year Council Plan 2009 – 2013 Budgetary cycles.

The Community Plan would improve Council's connection with the community and would also improve Council's internal capacity for engagement. One of the key aims would be to provide effective frameworks and build internal staff skills for a range of engagement processes so that the process of communication, engagement and consultation with the community becomes ingrained into staff practices.

## Structure of Proposed Plan



The Council Plan would reflect Council's core values of Consultation, Partnership and Service. The structure has been developed through an internal Staff research and development process combined with the assistance of an external consultant skilled in Community Planning. The structure illustrated above demonstrates a commitment to "Bringing Our Community Together" through:

- A community driven process led by the Community Plan Committee - the Community Champions. (See Attached Terms of reference)
- A community engagement process for consultation with the community.
- Integration with the Council Plan, Local Area Plans, Master Plans and Council Strategies such as the Action Agenda for Economic Development and the Environment Strategy.
- Seeking partnerships with other levels of government, statutory authorities such as the Corangamite Catchment Management Authority and Barwon Water and the business community.
- Serving local people, groups and organisations.

The Community Engagement Strategy for the Community Plan has been developed using the framework from Council's existing Community Engagement and Consultation Policy and Tool Kit. The following principles would guide the process:

- **Transparency, openness and clarity** –to ensure stakeholders are given all the information they need to make informed contributions.
- **Commitment** – to show respect for both stakeholders and participants in the process.
- **Accessibility** – to provide different ways for people to participate.
- **Accountability** - to respond to participants with information on how their contributions have influenced the outcome and final decisions.
- **Responsiveness** – a willingness to listen to the inputs of people who have participated in the process
- **Willingness to learn** – to ensure the process is based on a willingness to learn from the consultation process
- **Independent participation** – forming views and making decisions based on the information at hand and in the best interest of the Community Planning process.

The Community Engagement Strategy for the Community Plan has been designed to ensure that the community would have the opportunity to participate in decision making processes through a range of approaches that will be designed for specific communities and groups.

It is likely that the Community Plan would include a range of aspirations and concepts that are outside Council's direct control and a formal process would be designed to assess the Community Plan priorities for inclusion in the Council Plan. The research, consultation and drafting processes would be dovetailed so that the Community Plan effectively informs and supports the Council Plan.

### **Corporate Plan/Other Strategies/Policy**

A Council Plan objective added after the 2005/06 Council Plan review is:

“Through effective community engagement, develop a Colac Otway 2030 Vision, with a view to developing a long-term strategic vision for the municipality around a number of key themes including: Quality of Life, Environmental Stewardship, Built Environment, Local Economy, Tourism and Culture, and Living and Learning.”

The Colac Otway 2030 Vision would be delivered through the Community Plan. It would also be an essential component of preparing the 2009 – 2013 Council Plan as it would serve as the consultation strategy for preparation of the Council Plan and identify priority actions for Council to implement over that four year period.

The Community Plan would be designed and implemented in accordance with the Colac Otway Shire Community Consultation and Engagement Policy August 2006.

### **Issues/Options**

The Community Planning process includes an external steering group of community leaders called Community Champions and an internal representative group of key staff. A key issue for Council is the relationship of Council to the Community Champions and the role of each in the development of the Community Plan and the Council Plan. The Terms of Reference governing the operations of both the Community Champions and the Project Management Group are attached for Council's consideration.

The Community Champions would be recruited through a public Expression of Interest process and a selection panel made up of the Mayor of Colac Otway Shire; the CEO of the Shire; a representative from the Victorian Government Department of Planning and Community Development; and one independent person with skills and experience in community planning and development.

Their main responsibility would be to lead the community planning process to ensure that it is a true Community Plan.

The Community Champions will be supported by an operational group of key staff, the Project Management Group:

- CEO
- General Manager, Corporate & Community Services
- General Manager, Infrastructure & Services
- General Manager, Sustainable Planning & Development
- Manager Economic Development
- Manager, Planning & Building
- Manager, Organisational Support & Development
- Strategic Planning Coordinator
- Community Plan Coordinator
- Public Relations Coordinator
- Corporate Support Officer
- Other Officers as deemed necessary

The role of Council would be to:

- Provide initial support for the concept to enable Staff to build the structure and processes.
- Endorse the proposal as outlined in this report to provide leadership to the community, governing authority and credibility to the process.
- Participate in the selection of the Community Champions through the Mayor as a representative on the selection panel.
- Support and encourage community leaders from business, tourism, farming, health, recreation, community sector to become a member of the Community Champions group.
- Work closely with the Champions to build trust in the process and ensure that the community sees Community Planning as a collaborative process that will have achievable outcomes.
- Participate in the process of developing a formalised assessment process to assess Community Priorities for inclusion as Council Commitments in the Council Plan.

A key issue for Council is the understanding that if the three year funding submission is not successful the Community Plan could only be implemented on a low scale through inclusion of community priorities assessed as suitable Council Commitments in the Council Plan. Community expectations would have to be managed throughout the process to make it clear that Council would not have the resources to fully support an implementation program.

The development of a Community Plan proposal has been made possible through an initial grant of \$50,000 from the Department of Planning and Community Development (DPCD).

An application for a further DPCD grant of \$30,000 has been submitted and we will be advised of the result by 30 September 2008.

The implementation of the Community Plan recommendations will depend on the extent of further external funding achieved. The Economic Development Unity is currently working on a Community Support fund (CSF) grant submission for the three year implementation stage due for lodgement by 30 September 2008. We will be notified of the result of this submission early in 2009. If the funding submission is not successful the Community Plan would be implemented on a low scale through inclusion of community priorities assessed as suitable Council Commitments in the Council Plan.

A related issue is the ongoing implications of adopting a Community Planning process. The current proposal has three stages, planning and initial consultation, development of the Plan and implementation of the plan, structured to coincide with the Council Planning process. It is a 20 year vision that would be reviewed each 4 years according to the Council Plan cycle. The current and anticipated external funding is expected to enable the development and implementation of the Community Plan. Once this cycle of external funding is completed it would be expected that Council would fund future 4 year review cycles and further implementation.

If Council provides endorsement and the initial community stakeholder consultations provide endorsement, the broad community engagement process to develop the Community Plan would be scheduled for early in the new calendar year with the aim of integrating with the Council Plan which is scheduled for final adoption by Council in June 2009. A key issue is the limited time available for the process, the intensity of community issues that will be raised during this period and the load on Council staffing resources.

Another issue for consideration is community expectations. The process would be designed to make it clear that community priorities may cover a broad range of needs and aspirations and while Council may support and advocate for change across a broad spectrum of community life; it is only able to directly resource and influence those areas that are its direct responsibility. This would also be made clear in the assessment process for considering Community Priorities for inclusion in the Council Plan

## **Proposal**

Council has three options:

**Option One** is to endorse the concept of the proposed Community Plan as outlined above.

**Option Two** is not to endorse the proposed Community Plan as outlined above but fulfil its obligation to community engagement and consultation as a key responsibility of Local Government and a central principle in planning and decision making processes through consultation forums to create the Council Plan 2009 - 2013, as was done in the development of the current Council Plan

**Option Three** is to endorse of the concept of the proposed Community Plan as outlined above to the point of completion of the Plan and integration with the Council Plan making a commitment to deliver on community aspirations through the Council Plan according to the resources and responsibilities of Council.

*Option One* is the proposed option in that it provides a thorough and sound process for exploring and understanding community needs and aspirations to develop a set of priorities that will give us strength in developing the Council Plan and promoting community priorities with State and Federal Governments. It will also serve as a method of building a stronger

more connected and committed community and a stronger internal culture of engagement and consultation within the Colac Otway Shire organisation.

It is proposed that Council endorses the concept of the proposed Community Plan and the attached Terms of Reference including the Community Champions and the Community Plan Project Management Group.

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

The development of the Community Plan process is being implemented through the engagement of a part time Coordinator funded through a grant of \$50,000 from the Department of Planning and Community Development (DPCD). An application for a further DPCD grant of \$30,000 has been submitted and we will be advised of the result by 30 September 2008.

The implementation of the Community Plan recommendations will depend on the extent of further external funding achieved. The Economic Development Unit is currently working on a Community Support Fund (CSF) grant submission for the three year implementation stage, due for lodgement by 30 September 2008. We will be notified of the result of this submission early in 2009. If the funding submission is not successful the Community Plan would be implemented on a low scale through inclusion of community priorities assessed as suitable Council Commitments in the Council Plan.

The development of the Community Plan process is also being supported through significant existing staff resources across Sustainable Planning and Development and Corporate Services.

If the larger grant submission for the implementation phase is not successful Council would scale back the implementation to what could be managed through Council's existing and future internal resources.

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

The initial risks to Council are financial in that there may not be sufficient funds to develop the Community Plan. There is an associated risk in the Stakeholder Groups engagement process in that their expectations would be raised without the ability of Council to deliver the proposed process.

If the larger grant submission for the implementation phase is successful and the process runs according to the proposed plan and structure, it would require ongoing resourcing that may not be externally available. While individual project funding may be available externally Council would have to fund the review and ongoing implementation strategy from its budget.

There are further risks associated with Community Planning:

- Failure to secure Council (current and new) support.
- Community faith in the process would quickly be dissipated if Council is not fully supportive of the process and Community Priorities are not reflected in the Council Plan.
- Failure to act on implementation of Community Priorities.

The planning process would be likely to raise people's hopes and expectations in terms of new infrastructure, facilities, and services. Council has a limited annual budget and a 4 year cycle. Not all community priorities will be within Council's ability to directly influence. It would be important to make this clear through the process. It is important that Community Priorities are seen to be supported by Council, whether

through a commitment to directly acting on or through partnership and advocacy with other levels of Government.

### **Environmental Considerations**

While it would be likely that environmental issues would emerge as key priorities for action in the Community Plan process there are no specific environmental considerations in conducting the process.

### **Communication Strategy/Consultation**

The communication process to date has included initial scoping discussions with key stakeholders within the community from business, education, health and community services. The next phase will be letters inviting community representatives to the Stakeholder Group sessions to inform and shape the process by exploring the concept of community planning and the options for implementation.

If the Community Planning proposal is endorsed by Council and by the Stakeholder Groups there will be a comprehensive communication strategy including a public launch, advertising, print and electronic media releases and editorial opportunities, web site information, newsletters, and direct invitations.

### **Implementation**

The pre-planning phase has included developing the concept, sounding out the community and engaging a consultant to build a proposed structure and achieve external funding support. The funding has enabled the engagement of a part time Community Planning Coordinator to further enhance the structure, plan the process and seek funding to implement the engagement and consultation process and implementation stage.

Stage One would include a series of Consultation Workshops with existing Community Stakeholder Groups. These sessions will be to inform and shape the process by exploring the concept of community planning and the options for implementation of a broad community engagement strategy early in 2009.

- The sessions will not be open public sessions because the main focus is to clarify processes and methods of engagement.

Stage Two would include broad location based engagement (public sessions) to take place in early 2009:

- **Central** Colac and Elliminyt
- **North West** Beeac, Cressy, Cororoake, Pirron Yallock, Swan Marsh, Irrewarra, Warrion, Dreeite, Alvie, Coragulac
- **Coastal** Apollo Bay, Marengo, Paradise, Glenaire, Johanna, Skenes Creek, Kennett River, Wye River, Separation Creek
- **East** Birregurra, Barwon Downs, Warncoort
- **South West** Gellibrand, Forrest, Beech Forest, Lavers Hill, Carlisle River, Barramunga, Wyelangta, Yuulong, Wangerrip

Stage Two would also include a formal assessment process to determine what Community Priorities are adopted as Council Commitments in the Council Plan 2009 – 2013.

Stage Three would be a three year implementation stage including a review phase in the final year to coincide with the Council Plan 2013 - 2017

Ongoing implementation would depend on Council's commitment to the 20 year Community Plan vision, an assessment of existing resources and the availability of external funding support.

### **Conclusion**

Colac Otway Shire is in the process of developing a comprehensive Community Plan to 2030 that identifies what the community values about Colac Otway Shire and its vision of the Shire in 2030, along with prioritised action plans necessary to bring this vision to fruition.

The Community Plan would include a community vision for the future achieved through a range of engagement and consultation processes. It would have municipality wide priorities and local area priorities. It would be a community owned process and a community driven process through the appointment of Community Champions as the Community Plan Committee.

The process would be supported and nurtured by Council and the Community Plan will inform the Council Plan through a formal process where Community Priorities are assessed by Council for inclusion as Council Commitments in the Council Plan 2009 – 2013.

The Community Planning process would build closer relationships between Council and the community under the theme "Bringing Our Community Together" and build a stronger culture of engagement and consultation with the Colac Otway Shire organisation.

The Community Plan has three stages, planning and initial consultation, development of the Plan and implementation of the plan. The scale of implementation of the Community Plan depends on funding and resources.

There are *two options* for the implementation of the Community Plan.

**Option One** is based on a successful grant application to the State Government Community Support Fund that would enable:

- Realisation of selected Community Priorities through the Council Plan.
- Executive and administrative support for the Community Champions.
- Development of government and community networks to support the ongoing process of community engagement, community planning and community development.
- Advocacy with State and Federal Governments on behalf of community for Community Priorities not within Council's responsibilities or resources to implement.
- Development of a culture of engagement and consultation and development of relevant skills within the Colac Otway Shire organisation

**Option Two** is based on no further external funding and would be limited to:

- Realisation of selected Community Priorities through the Council Plan.

### **Attachments**

Community Plan Terms of Reference



**Recommendation(s)**

**That Council:**

1. **Receive this progress report on the development of a proposed Colac Otway Shire Community Plan that would inform the Council Plan 2009 - 2013 and note the:**
  - **Reasons for Council's involvement with Community Planning**
  - **Process for the Community Plan informing the Council Plan**
  - **Development of the Colac Otway Shire Community Planning process**
  - **Implementation options for the Community Plan**
  - **Funding received and funding necessary for implementation of the Community Plan.**
2. **Endorse the Community Plan Terms of Reference.**

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**Community Plan - Community Champions**

**AND**

**Council Planning - Project Management Group**

**TERMS OF REFERENCE**

**DRAFT V1.6**

**16 September 2008**

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## **1. BACKGROUND**

The Colac Otway Shire is undertaking an initial engagement process to assess the feasibility, key features and community support for developing a "Community Plan" ("the Plan").

The Shire has secured initial funding from the Victorian Government - Department of Planning and Community Development to assist in the scoping, project design and development of the first stage of the Community Plan.

Subject to community support, Council will submit for additional grant funding to support the project over the longer term.

Securing community support and the additional grant funding is crucial for the longer term success of the Community Plan. Grant funding will allow significant work to happen, that would otherwise not be possible, for implementing the Plan. This work would include project design, partnership development and community engagement to deliver Plan priorities.

The key purpose of a "Community Plan" is for the community (rather than Council or any other body) to identify its vision, needs and priorities. The vision is usually long term (such as twenty years) and should be informed by the best known facts and forecasts for the municipality. Priorities and actions are generally categorised as short, medium or long term.

The long term Community Plan can then inform the shorter term plans of Council and organisations required to turn the priorities into reality. Implementation of priority actions will generally occur through a combination of the following:

- **The Community** – local people, groups and organisations (existing and specifically formed)
- **Partnerships & Advocacy** - with other levels of government, statutory authorities, industry sectors and private enterprise
- **Council** – Council Plan, Budget, Capital Works Plan, Community Plan and Process Facilitation

The process of Community Planning can greatly assist in bringing different views, issues and ideas within a community together and so "**Bringing our Community Together**" is the proposed "working title" of the Community Planning Project.

Successful Community Plans are built on trust, good-will, high levels of ownership and shared responsibility for success.

To lead and facilitate the process, a simple two level group structure is proposed:

**"Community Champions Group"** – this is the Strategic Leadership Group for the project.

**"Community Plan Project Management Group"** – this is the Operational Group for the project.

***The following section describes the Terms of Reference for each group.***

## **2. TERMS OF REFERENCE OF THE COMMUNITY PLAN - COMMUNITY CHAMPIONS GROUP**

### **2.1 Relationship to Council**

The Community Champion Group shall be formed and operate as an advisory group of Council in accordance with the Terms of Reference.

### **2.2 Aims**

To champion, promote and drive the Community Planning process and ensure the Plan reflects the aspirations of the community and is implemented over time.

To be the community based group that holds responsibility for approving the Community Plan and recommending it to the abovementioned stakeholders.

To coordinate and advocate for implementation of the Community Plan.

### **2.3 Scope**

The Community Champions Group will:

- Provide leadership, guidance and support for the successful development of the Community Planning process using a “community engagement model”.
- Provide and ensure the provision of excellent communications that promote the aims, values and outcomes of the Community Plan.
- Consider and take action to minimise the Risks for the overall project.
- Ensure projects and priorities coming from the Community Plan have the best chance of implementation.
- Advocate and represent the Community interests on key elements and outcomes of the Community Plan.
- Ensure the development and communication of Reports regarding the Community Plan Report.
- Ensure the overall project is delivered to agreed timelines and budgets.
- Nurture and promote the long term success and sustainability of Community Planning within and outside the Shire.
- Ensure the conduct of a process evaluation and continuous improvement process once the first Community Plan has been developed and launched.
- Other roles agreed by the Group and deemed necessary to achieve the successful completion of the project.

## 2.4 Responsibilities

The Community Champions Group is responsible for:

- Promoting, leading and championing the development and implementation of the Community Plan.
- Approving and recommending the Community Plan to the Community, Council and key stakeholders.
- Operating within the Principles of:
  - **Transparency, openness and clarity** -ensure stakeholders are given all the information they need to make informed contributions.
  - **Commitment** - show respect for both stakeholders and participants in the process.
  - **Accessibility** - provide different ways for people to participate.
  - **Accountability** - respond to participants with information on how their contributions have influenced the outcome and final decisions.
  - **Responsiveness** –a willingness to listen to the inputs of people who have participated in the process
  - **Willingness to learn** – ensure the process is based on a willingness to learn from the consultation process
  - **Independent participation** – forming views and making decisions based on the information at hand and in the best interest of the Community Planning process.
- Contributing individually and collectively to the overall performance of the Community Champion Group.
- Considering all available information and consequences in making decisions regarding the Community Plan and associated engagement processes.
- Accepting and completing actions associated with “Roles”
- Other responsibilities deemed necessary to achieve the successful completion of the project.

## 2.5 Membership

The Community Champion Group shall:

- Consist of six to ten community members residing in the Colac Otway Shire.
- Include the CEO of Colac Otway Shire who will act as the link between the group and council.
- Be selected following a process where potential members complete a written nomination template that demonstrates the candidates experience and capability in regards to the Selection Criteria (see 2.5)
- The selection process will be completed by a panel comprising: the Mayor of Colac Otway Shire; the CEO of the Shire; a representative from the Victorian Government Department of Planning and Community Development; and one independent person with skills and experience in community planning and development.

## **2.6 Selection Criteria**

- Visionary people with a passionate drive to see the municipality thrive
- Skills and experience in areas including:
  - Leadership, ability to guide, influence and drive change
  - Business, strategic, community operations, planning and development
  - Advocacy and representation
  - Partnership development
  - Communications
- In addition it is hoped to attract people from a variety of cultures, ages, gender, geographical zones of the municipality and life experiences.

## **2.7 Chair**

- To be selected from within the Group by secret ballot.
- If the Chair is unavailable for a meeting then the Group shall select a Chair to preside over the meeting.

## **2.8 Meetings**

- To be scheduled to meet the requirements of the Project and as deemed necessary in conjunction with the Chair.
- It is anticipated that the Group would meet a maximum of monthly up until the first Plan is developed and then bi-monthly in the subsequent implementation stage.
- The quorum will be half the Group Members plus one.

## **2.9 Executive Officer**

- The Community Plan Coordinator will be provided by the Colac Otway Shire. This position will provide support overall project management and facilitation support, convening meetings, and providing minutes, agendas, meeting papers, etc. The position is subject to ongoing grant funding and Council budget allocation.

## **2.10 Decision Making**

- The Group should aim to achieve consensus on any decisions (where required).
- Where this cannot be attained, the Chair has the casting vote.
- This vote may be undertaken at the following meeting, if further advice is required.
- Voting will be used to accept minutes and other cases where necessary.
- By agreement of the group, out-of-session decisions will be deemed acceptable (i.e. via the use of e-mail, teleconference, etc.).

**2.11 Conflict of Interest**

- Members of the group shall notify the Chair where potential conflicts of interest may arise at the earliest possible convenience, in accordance with good meeting practice.
- Such conflicts shall be recorded in meeting minutes.

**2.12 Performance and Evaluation**

- The Group essentially operates as “self managed” and is therefore responsible for its own performance.
- Individuals are responsible for their own performance and contribution, considering all personal arrangements and situations will be different
- It is expected that the overall performance of the Group is a regular item at meetings

**2.13 Insurance Arrangements**

- The Colac Otway Shire provides auspice for the Community Champion Group and all Public Liability Insurance

**2.14 Reporting**

- The Group shall provide regular Reports to Council and the Community through a variety of formal and informal methods.

**2.15 Period of Operation**

- The Community Champion Group will operate:
  - for approximately three years up until the end of June 2011. This term allows for the completion of the first Plan, Plan implementation and preparation of a Plan review and update.
  - subject to ongoing funding allocation
- The longer term governance and operating arrangements of this group will be addressed as part of the “evaluation and continuous improvement process” carried out once the first Plan is launched.

**2.16 Agenda Items**

- All agenda items should be forwarded to the Community Plan Coordinator by C.O.B. five working days prior to the next scheduled meeting.
- The agenda, with attached meeting papers will be distributed at least three working days prior to the next scheduled meeting by Community Plan Coordinator.
- For documents requiring review, appropriate time will be allowed between document distribution and expected submittal of review.
- The meeting agenda will include outstanding action items from the previous meeting and any relevant new issues for consideration as submitted by the members.
- Members may raise an item under ‘General Business’ as time permits and at the discretion of the Chair.



**2.17 Minutes & Meeting Papers**

- The minutes of each meeting will be prepared by Community Plan Coordinator.
- Full copies of the minutes, including attachments, will be provided to all members no later than 10 working days following each meeting.
- Minutes including attendance, apologies, issues discussed, decisions made and action items will all be recorded for each meeting by the Community Plan Coordinator.
- All out-of-session decisions will be recorded in the minutes of the next scheduled meeting.

**2.18 Guests**

- The group may invite guests to appear at the meeting via the approval of the Chair and a majority of members.
- Guests may include any persons whom provide technical or other insight as appropriate from time to time.
- The group is encouraged to make use of guests where particular skills/experience can be provided.

### **3. TERMS OF REFERENCE OF THE COUNCIL PLANNING – PROJECT MANAGEMENT GROUP**

#### **3.1 Aim**

The Council Planning Project Management Group will guide and support the development and implementation of the Community Planning process and the integration of the Plan's priorities into the Council's Council Plan. .

Whilst the Council Plan is a legislative requirement of Council and therefore controlled by Council and the Community Plan is driven and guided by the Community, however it is vital and logical that both processes operate efficiently and are integrated.

This Group will operate under the guidance of the Community Champions Group and authority of the CEO to provide the advice and support required to develop and implementation of both the Community Plan for the Colac Otway Shire and Council Plan for the Colac Otway Shire Council

The Group operates under the guidance and authority of the CEO to provide advice and support for the development and implementation of the Council Plan.

#### **3.2 Roles**

- Plan and oversight the development and implementation of both the Council Plan and Community Plan.
- Operational Project Management to ensure the Community Plan process proceeds as agreed with the Community Champions.
- Manage COS operational support for the planning processes
- Provide and deliver the agreed Communications Strategy for both Planning processes.
- Ensure integration of the Community Plan with the Council Planning process.
- Foster the further development of the Community Engagement capability of the COS.
- To consider Project Risk Management: take and/or recommend appropriate action to Council and the Community Champions
- Oversight the management of any submissions, contracts and contract reporting associated with the projects.
- Other roles deemed necessary to achieve the successful completion of the project.

### **3.3 Responsibilities**

- Accept and complete actions associated with “Roles”
- This Group is focused on “process” and its effective integration with Council processes and internal capability
- Other responsibilities deemed necessary to achieve the successful completion of the project

### **3.4 Membership**

- CEO
- General Manager, Corporate & Community Services
- General Manager, Infrastructure & Services
- General Manager, Sustainable Planning & Development
- Manager Economic Development
- Manager, Planning & Building
- Manager, Organisational Support & Development
- Strategic Planning Coordinator
- Community Plan Coordinator
- Public Relations Coordinator
- Corporate Support Officer
- Other Officers as deemed necessary

### **3.5 Selection Criteria**

- Officers have been selected with overall and specific responsibility for key components of Council operations, development and planning processes

### **3.6 Operating Arrangements**

- Chair: Chief Executive Officer
- Meetings: As deemed by the Project Plan
- Executive Support: Community Plan Coordinator

### **3.2 Roles**

- Performance will be assessed as part of the officers overall performance management process
- Project performance will be assessed via the achievement of actions and dates that are in direct control of the group or officer
- The Group will actively support and participate in a “process evaluation and improvement” activity to be completed once the first Community Plan is published

**3.8 Reporting**

- Community and general reporting will be arranged in conjunction with the Community Champions Group
- Regular progress reporting will be provided to Council.

**3.9 Period of Operation**

- The short and longer term operation of the Group will be assessed and adjusted as the project develops, key milestones are achieved and evaluation processes completed.
- The CEO has discretion regarding the operation and continuation of this operational work group

## CONSENT CALENDAR

### OFFICERS' REPORT

D = Discussion

W = Withdrawal

| ITEM  | D | W |
|---|---|---|
| <b><u>GENERAL BUSINESS</u></b>  |   |   |
| <p><b><u>OM082309-21.1</u></b>      <b><u>Item for Signing &amp; Sealing – Agreement for the Sale of Electricity – Contract 0810 Electricity Supply to Metered Sites (Major Sites Only)</u></b></p> <p><b><u>Recommendation</u></b></p> <p><i>That Council agree to the Contract and sign and seal the Agreement for the Sale of Electricity between Colac Otway Shire and AGL Sales Pty. Ltd. for Major Metered Sites (Blue Water Fitness Centre).</i></p>   |   |   |
| <p><b><u>OM082309-21.2</u></b>      <b><u>Item for Signing and Sealing - Section 183 (ending of an agreement) to be signed by Council and enter into new Section 173 Agreement to be signed by Council - 21 Pascoe Street, Apollo Bay</u></b></p> <p><b><u>Recommendation</u></b></p> <p><i>That Council terminate the Section 173 Agreement No. W091696H 08/06/1999 between Colac Otway Shire and Ellandarr Pty Ltd covenanting Title Volume 10433 Folio 758 Volume 10433 Folio 759 Volume 10433 Folio 760.</i></p> <p><i>That Council sign and seal the Section 173 Agreement between Colac Otway Shire and Apollo RW Pty Ltd covenanting Certificate of Title Volume 10433 Folio 758, Volume 10433 Folio 759, and Volume 10433 Folio 760 that the future use and management of Lot 2, Lot 3 and common Property 1 of the land will be restricted to the use and management authorised by Planning Permit PPA/087/97.</i></p> |   |   |

**Recommendation**

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

**MOVED** .....

**SECONDED** .....

**OM082309-21 GENERAL BUSINESS****OM082309-21.1 *Item for Signing & Sealing – Agreement for the Sale of Electricity – Contract 0810 Electricity Supply to Metered Sites (Major Sites Only)***

Contract 0810 for Electricity Supply to Metered Sites has been awarded to AGL Sales Pty. Ltd.

The contract process was undertaken by Strategic Purchasing on behalf of 75 Victorian councils and other public bodies.

The contract is for the supply of electricity to Council's metered electricity sites.

At the conclusion of the evaluation process, Strategic Purchasing recommended that AGL Sales Pty. Ltd. be awarded the contract for the period 1 July, 2008 to 30 June, 2011.

Under this Agreement for signing and sealing one major metered site, Blue water Fitness Centre in Hearn Street is being considered.

An agreement for the Sale of Electricity for the Hearn Street site (Blue Water Fitness) is prepared for signing and sealing.

**Recommendation**

***That Council agree to the Contract and sign and seal the Agreement for the Sale of Electricity between Colac Otway Shire and AGL Sales Pty. Ltd. for Major Metered Sites (Blue Water Fitness Centre).***

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**OM082309-21.2      *Item for Signing and Sealing - Section 183 (ending of an agreement) to be signed by Council and enter into new Section 173 Agreement to be signed by Council - 21 Pascoe Street, Apollo Bay***

The applicant agreed to enter into a Section 173 Agreement as per Condition 1 of Planning Permit PP224/07 that allowed for Two (2) Lot Subdivision to Re-align Boundaries. An agreement already exists on this title and is linked with the lot numbers. The re-subdivision is altering the lot numbers and therefore it is considered necessary to make alterations to the existing agreement. Due to the complexities of amending a Section 173 Agreement, Council Officers determined that cancelling the current Agreement and establishing a new Agreement would be appropriate.

Condition 1 reads:

1. Prior to statement of compliance being issued, the owner/applicant must obtain appropriate legal advice and made the required amendments to the existing Section 173 Agreement (reference W0916969H) to ensure the correct lot numbering is included in the Agreement. The owner/operator under this permit must pay the reasonable costs of the preparation, (and) execution and registration of the necessary amended Section 173 Agreement. Evidence of lodging of this agreement in accordance within 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.

Attached is a locality plan. A copy of the planning permit is attached to the Section 173 Agreement

**Recommendation**

***That Council terminate the Section 173 Agreement No. W091696H 08/06/1999 between Colac Otway Shire and Ellandarr Pty Ltd covenanting Title Volume 10433 Folio 758 Volume 10433 Folio 759 Volume 10433 Folio 760.***

***That Council sign and seal the Section 173 Agreement between Colac Otway Shire and Apollo RW Pty Ltd covenanting Certificate of Title Volume 10433 Folio 758, Volume 10433 Folio 759, and Volume 10433 Folio 760 that the future use and management of Lot 2, Lot 3 and common Property 1 of the land will be restricted to the use and management authorised by Planning Permit PPA/087/97.***

~~~~~\ ~~~~~



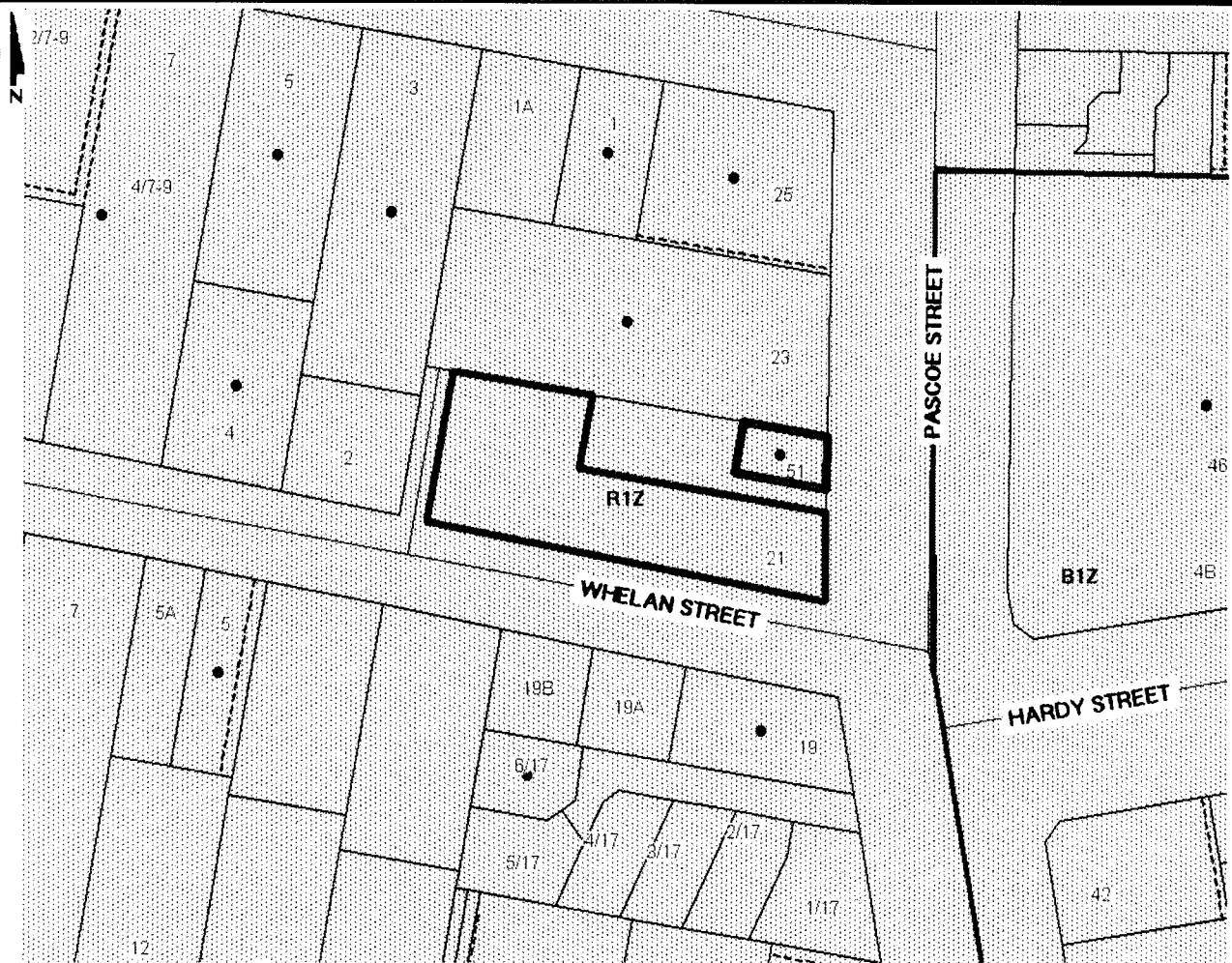




# PLANNING DEPARTMENT Admin Map



Title



Map Zoom: 200 m

**Advertising (2)(Parcel)**

| MI_Key | assessnum | prop_address     | ratepayer          | owner_add1 | owner_add2       | owner_add3 | owner_add4 | owner_add5 |
|--------|-----------|------------------|--------------------|------------|------------------|------------|------------|------------|
| 16338  | 450202100 | 21 PASCOE STREET | APOLLO R W PTY LTD |            | 21 PASCOE STREET | APOLLO BAY | VIC        | 3233       |
| 16339  | 450202100 | 21 PASCOE STREET | APOLLO R W PTY LTD |            | 21 PASCOE STREET | APOLLO BAY | VIC        | 3233       |

**Advertising-Zones (2)(Parcel)**

| MI_Key | title description | address          | Zone | Schedule | Name               | Parcel overlap |
|--------|-------------------|------------------|------|----------|--------------------|----------------|
| 16338  | LOT 1 PS417737    | 21 PASCOE STREET | R1Z  |          | RESIDENTIAL 1 ZONE | 100%           |
| 16339  | LOT 2 PS417737    | 21 PASCOE STREET | R1Z  |          | RESIDENTIAL 1 ZONE | 100%           |

There are no features selected with information in the table 'Advertising-Overlays'.

**Legend**

|  |                  |  |                                       |
|--|------------------|--|---------------------------------------|
|  | Overlays - ALL   |  | PUBLIC CONSERVATION AND RESOURCE ZONE |
|  | Planning Apps    |  | ROAD ZONE - CATEGORY 1                |
|  | Property         |  | FARMING ZONE                          |
|  | Parcel           |  | RURAL LIVING ZONE                     |
|  | Parcel Proposed  |  | TOWNSHIP ZONE                         |
|  | Crown Land       |  | PUBLIC USE ZONE - EDUCATION           |
|  | Easement         |  | PUBLIC PARK AND RECREATION ZONE       |
|  | Watercourse      |  | INDUSTRIAL 1 ZONE                     |
|  | Floodway (CMA)   |  | RESIDENTIAL 1 ZONE                    |
|  | Floodplain (CMA) |  | BUSINESS 1 ZONE                       |
|  |                  |  | BUSINESS 4 ZONE                       |
|  |                  |  | LOW DENSITY RESIDENTIAL ZONE          |
|  |                  |  | PUBLIC USE ZONE - TRANSPORT           |
|  |                  |  | INDUSTRIAL 3 ZONE                     |
|  |                  |  | RURAL CONSERVATION ZONE - SCHEDULE 2  |
|  |                  |  | INDUSTRIAL 2 ZONE                     |
|  |                  |  | SPECIAL USE ZONE - SCHEDULE 1         |
|  |                  |  | URBAN FLOODWAY ZONE                   |

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This map is produced on the Geocentric Datum of Australia (GDA94). GDA94 supersedes the Australian Geodetic Datum 1966 (AGD66).  
Colac-Otway Shire Council uses the Map Grid of Australia (MGA94) Zone 54 projection.

\*\* Not all layers depicted here are necessarily shown on map \*\*



TO:  
SHELLY FANNING  
JEAVONS & TOMKINSON  
P O BOX 196  
APOLLO BAY 3233

Assessment No - 450202100  
Permit No - PP224/07  
Planning Scheme - Colac-Otway Scheme  
Responsible Authority - COLAC OTWAY SHIRE

**ADDRESS OF THE LAND:**

21 PASCOE STREET, APOLLO BAY  
LOTS 1 & 2 LP417737, Parish of KRAMBRUK

**THE PERMIT ALLOWS:**

Two (2) Lot Subdivision To Re-Align Boundaries In Accordance With The Endorsed Plans.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

1. Prior to statement of compliance being issued, the owner/applicant must obtain appropriate legal advice and make the required amendments to the existing Section 173 Agreement (reference W091696H) to ensure the correct lot numbering is included in the Agreement. The owner/operator under this permit must pay the reasonable costs of the preparation, (and) execution and registration of the necessary amended Section 173 Agreement. Evidence of lodging of this agreement in accordance within 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.
2. All run off from stormwater, including overflow from water storage, (residential) must be taken to a legal point of discharge to the satisfaction of the responsible authority.

**Date Issued: 27/02/2008**

**Signature for the  
Responsible Authority**

A handwritten signature in black ink, appearing to be "C. G.", written over a horizontal line.

Council/Delegate

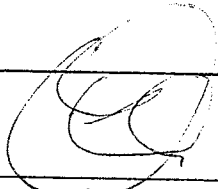
**CONDITIONS CONTINUED FOR PERMIT NO. PP224/07**

3. Car space number 5 as shown on the endorsed plans for PP38/07 must be included in Lot 3, allowing for appropriate separation between buildings and lot boundaries to the satisfaction of the responsible authority.
4. Plans submitted for certification must meet the requirements of the Subdivision Act 1988, as amended.
5. The Statement of Compliance will not be issued prior to all conditions in relation to subdivision on the subject Planning Permit being complied with to the satisfaction of the Responsible Authority.
6. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas, and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
7. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
8. 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.
9. The subdivision as shown on the endorsed plan must not be altered unless with the written consent of the Responsible Authority.

---

**Date Issued: 27/02/2008**

**Signature for the  
Responsible Authority**

  
Council/Delegate

IN-COMMITTEE

**IN COMMITTEE**

**Recommendation**

***That pursuant to the provisions of Section 89(2) of the Local Government Act, the meeting be closed to the public and Council move “In-Committee” in order to deal with:***

| <b><i>SUBJECT</i></b>                 | <b><i>REASON</i></b>                                     | <b><i>SECTION OF ACT</i></b>   |
|---------------------------------------|--|--------------------------------|
| <b><i>Confirmation of Minutes</i></b> | <b><i>Matter may prejudice Council or any person</i></b> | <b><i>Section 89(2)(h)</i></b> |
| <b><i>Road Management Matter</i></b>  | <b><i>Matter may prejudice Council or any person</i></b> | <b><i>Section 89(2)(h)</i></b> |
| <b><i>Performance Review</i></b>      | <b><i>Personnel Matter</i></b>                           | <b><i>Section 89(2)(a)</i></b> |