



ORDINARY COUNCIL MEETING

AGENDA

Wednesday 22 April 2020

at 4:00 pm

COPACC

95 - 97 Gellibrand Street, Colac Victoria

Next Council Meeting: 27 May 2020



COLAC OTWAY SHIRE ORDINARY COUNCIL MEETING

Wednesday 22 April 2020

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COLAC OTWAY SHIRE ORDINARY COUNCIL MEETING

NOTICE is hereby given that the next **ORDINARY COUNCIL MEETING OF THE COLAC OTWAY SHIRE COUNCIL** will be held at COPACC on Wednesday 22 April 2020 at 4:00 pm.

AGENDA

1 DECLARATION OF OPENING OF MEETING

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

COVID-19 PANDEMIC

Due to the unique circumstances in which we find ourselves as a consequence of the COVID-19 pandemic, it is proposed that Councillors consider moving a motion now that would allow Ordinary Council Meetings, Special Council Meetings and Planning Committee Meetings, where the technology is available, to be live streamed on Colac Otway Shire's YouTube channel. This would commence immediately, with the live streaming of today's Ordinary Council Meeting.

A second recommendation for the consideration of Councillors would also allow officers to telephone into the meeting for their agenda item, rather than be physically present.

RECOMMENDATION

That Council live streams open Ordinary Council Meetings, Special Council Meetings and Planning Committee Meetings via Colac Otway Shire's YouTube channel, subject to the availability of the required technology.

RECOMMENDATION

That Council consents to the participation by telephone of officers at Ordinary Council Meetings, Special Council Meetings and Planning Committee Meetings.

2 PRESENT

3 APOLOGIES AND LEAVES OF ABSENCE

4 WELCOME AND ACKNOWLEDGEMENT OF COUNTRY

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

All Council and Committee meetings will be audio recorded, with the exception of matters identified as confidential items in the Agenda.

By participating in open Council meetings, individuals consent to the use and disclosure of the information they share at the meeting (including any personal and/or sensitive information).

Audio recordings of meetings will be available to the public on Council's website as soon as practicable following the meeting and may be circulated by other means also. Audio recordings are also taken to facilitate the preparation of the minutes of open Council and Committee meetings and to ensure their accuracy. Original audio recordings will be retained by Council for a period of four years.

As stated in Local Law 4, other than an official Council recording, no video or audio recording of proceedings of Council Meetings will be permitted without specific approval by resolution of the relevant Council Meeting.

5 QUESTION TIME

Colac Otway Shire encourages community input and integral to this is the opportunity provided to ask questions at Council Meetings. A maximum of 30 minutes is usually allowed for question time however, in response to the COVID-19 pandemic and in accordance with the Stay at Home Directions issued by the Chief Health Officer of Victoria, only those people who are working are permitted to attend today's Ordinary Council Meeting.

Colac Otway Shire Local Law 4 states in Clause 100 (1), Question Time:

"Unless Council resolves differently there must be a public question time not exceeding thirty minutes at every Ordinary Meeting to enable members of the public to submit questions to Council."

RECOMMENDATION

Council resolves that, due to Directions issued by the Chief Health Officer in response to the COVID-19 pandemic, Question Time will not be held until the Directions of the Chief Health Officer are revoked, however Council undertakes to:

- 1. within 7 days of an Ordinary Council Meeting or Special Council Meeting, provide written responses to submitters of questions that were submitted in writing by 5pm of the Monday preceding the Ordinary Council Meeting;***

- 2. provide copies of the questions and responses to all Councillors prior to the commencement of the Ordinary Council Meeting or Special Council Meeting;**
- 3. include the questions and responses in the minutes of the Ordinary Council Meeting or Special Council Meeting.**

6 TABLING OF RESPONSES TO QUESTIONS TAKEN ON NOTICE AT PREVIOUS MEETING

These responses will not be read out but will be included in the minutes of this meeting.

7 PETITIONS / JOINT LETTERS

A petition requesting that Council convene a meeting of residents regarding traffic management in Old Coach Road, Skenes Creek has been received from a community member. The petition is from 84 people. While the petition is not fully compliant in accordance with Colac Otway Shire's Governance Local Law 4 and its Petition & Joint Letter Guidelines, a report responding to it will be presented at a future Ordinary Council Meeting.

Chief Executive comment:

It was originally intended to table this petition at the March Ordinary Council Meeting however the meeting was cancelled due to the COVID-19 pandemic, therefore the petition is now being tabled at today's meeting.

Since receiving the petition, Council officers have been in contact with the petition organiser, undertaken some preliminary investigations and installed 'Local Traffic Only' and '4WD only' signs. Officers were planning to install traffic counters on 30 March for a period of two weeks to see how effective the signage has been in minimising vehicle numbers and reducing speeding issues. This has been delayed due to COVID-19 however, once tourism in the region recommences, the information in the traffic counts will be critical for determining mitigation measures. Further consultation with residents will also be undertaken at that time.

The petition organiser has agreed that further investigation of the matter and installation of counters will need to wait until the current restrictions are lifted. A report outlining the findings and recommendations from the investigation will be presented to Council at a future Ordinary Council Meeting.

RECOMMENDATION

That Council consider its response to the petition regarding traffic management on Old Coach Road, Skenes Creek at a future Ordinary Council Meeting, the date of which will be determined when the COVID-19 pandemic has eased and the restrictions on the movement of people have been withdrawn by the State Government.

* * * * *

A petition regarding the Colac Indoor Sports Centre has been received from a community member. The petition is from 1030 people. While the petition is not fully compliant in accordance with Colac Otway Shire's Governance Local Law 4 and its Petition & Joint Letter Guidelines, a report responding to it will be presented at a future Ordinary Council Meeting.

RECOMMENDATION

That Council consider its response to the petition regarding the Colac Indoor Sports Centre at a future Ordinary Council Meeting, the date of which will be determined when the COVID-19 pandemic has eased and the restrictions on the movement of people have been withdrawn by the State Government.

8 DECLARATIONS OF INTEREST

A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.

9 CONFIRMATION OF MINUTES

- Ordinary Council Meeting held on 26 February 2020.

RECOMMENDATION

That Council confirm the minutes of the Ordinary Council Meeting held on 26 February 2020.

Item: 10.1

Cancellation of Ordinary Council Meeting of 25 March 2020

OFFICER	Sarah McKew
GENERAL MANAGER	Peter Brown
DIVISION	Executive
ATTACHMENTS	Nil
PURPOSE	To report on the cancellation of the 25 March 2020 Ordinary Council Meeting

1. EXECUTIVE SUMMARY

Section 24 (1) of Governance Local Law 4 provides that:

“The Chief Executive Officer may, in the case of an administrative matter or an emergency necessitating the cancellation or postponement of a Meeting, cancel or postpone any Meeting by giving such notice to Councillors and the public as practicable.”

The Chief Executive Officer exercised power under S.24 (1) of Governance Local Law 4 to cancel the Ordinary Council Meeting due to be held on Wednesday 25 March 2020 at 4pm.

The meeting was cancelled due to the COVID-19 pandemic and the lack of time to implement appropriate physical distancing measures such that Council could hold the meeting in accordance with the Directions issued by the Chief Health Officer which were revised regularly over this period.

Attempts were made to contact all Councillors by telephone or in person and the public were informed soon after by way of notifications to local media (commercial and community radio, newsletters, etcetera), information on Council’s website and posts on social media platforms.

In accordance with S.24 (2) where the Chief Executive Officer exercises such power, a written report must be presented to Council.

2. RECOMMENDATION

That Council notes the report advising that the Chief Executive Officer exercised power under S.24 (1) of Local Law 4 to cancel the Ordinary Council Meeting that was to be held on Wednesday 25 March 2020 at 4pm.

Item: 10.2

Petition - Climate and Biodiversity Emergency

OFFICER	Sarah McKew
GENERAL MANAGER	Peter Brown
DIVISION	Executive
ATTACHMENTS	Nil
PURPOSE	To consider the petition received by Council entitled Climate and Biodiversity Emergency

1. EXECUTIVE SUMMARY

A petition requesting that Colac Otway Shire Council consider three recommendations for local action on climate change was received on 17 February 2020 from a community member on behalf of petition signatories and the Climate Action Team. Council was advised that the petition contained 3,249 signatures.

The petition was tabled at the 26 February 2020 Ordinary Council Meeting at which Council resolved:

That Council consider its response to the Climate and Biodiversity Emergency Petition at the Ordinary Council Meeting scheduled to be held in Colac on 22 April 2020.

Since the February Ordinary Council Meeting, a State of Emergency has been declared in Victoria due to the COVID-19 pandemic. As an essential service provider, Colac Otway Shire has diverted many of its resources to its emergency response. A series of Directions from the Chief Health Officer has placed significant restrictions on the movement of people, enforceable by law.

As a result of the COVID-19 pandemic, it is the recommendation of Colac Otway Shire management that consideration of this petition be deferred until such time that the State of Emergency has ceased and the restrictions on the movement of people have been withdrawn by the State Government, such that Council business can be conducted with the resumption of full community participation.

2. RECOMMENDATION

That Council further defer its consideration of the Climate and Biodiversity Emergency Petition, tabled at the February 2020 Ordinary Council Meeting, to a future Ordinary or Special Council Meeting, the date of which is to be determined once restrictions on the movement of people have been withdrawn by the State Government, such that Council business can be conducted with the resumption of full community participation.

3. KEY INFORMATION

The Premier of Victoria Daniel Andrews declared a State of Emergency in Victoria on 16 March 2020 to manage COVID-19.

This provides the Chief Health Officer with additional powers to issue Directions to help contain the spread of COVID-19 and keep Victorians safe.

At the time of writing this report, restrictions on the movement of people are being enforced by Victoria Police. These relate to:

- Direction - Restricted activities (no 3), and
- Direction - Stay at home (no 4).

These Directions are available on the website of the Department of Health and Human Services. They do not allow for community participation at Council meetings at this time.

Further, the officer responsible for responding to the Climate and Biodiversity Emergency Petition also has responsibility for emergency management at Colac Otway Shire. This officer is unable to respond to the petition at this time.

Councillors have also expressed interest in obtaining further information with regards to the subject matter prior to consideration of this matter.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Council's recommendation is to defer consideration of the petition is to enable community participation once the COVID-19 pandemic has sufficiently eased.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 2 - Our Places

- 2. Our places are managed for long-term sustainability.
- 4. Leadership in natural environment through good management practices.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

The premise of the petition is environmental.

LEGAL & RISK

Not applicable for the purposes of this report

FINANCIAL & BUDGETARY

Not applicable for the purposes of this report

7. IMPLEMENTATION STRATEGY

Not applicable for the purposes of this report

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Item: 10.3

Apollo Bay Aquatic Centre Funding Request

OFFICER	Maddy Bisits
GENERAL MANAGER	Tony McGann
DIVISION	Infrastructure and Leisure Services
ATTACHMENTS	Nil
PURPOSE	To respond to a request from the Apollo Bay P-12 College School Council (the school) for funds that will assist the conversion of the current outdoor pool into an indoor facility.

1. EXECUTIVE SUMMARY

- The project of heating and enclosing the Apollo Bay pool has a history dating back some 20 years and is a very important one for the Apollo Bay and coastal community.
- In 2013 Council resolved that it would not contribute toward the capital cost of the project but would contribute toward the annual operational costs.
- In 2018 the Council resolved that it would contribute \$200,000 per annum toward the operational costs once the pool upgrade project was completed
- The Apollo Bay community set about raising funds and successfully did so by securing significant community contributions as well as School Council, State Government and Federal Government funding
- The Apollo Bay P 12 College (the School) and the Apollo Bay Aquatic Centre Committee (the Committee) have been managing the project which is designed to heat and enclose the existing outdoor pool.
- It became apparent to the project managers that the funds available were not sufficient to complete the project due to latent conditions. These conditions included pool supply

pipework that was never built even to cold water standard and which would not be able to serve a heated pool.

- The original estimate for the project was \$706,000 excluding GST.
- The revised project cost is \$924,389 excluding GST.
- The works remaining at the time of writing this report are valued at \$235,738 excluding GST
- The School and the Committee approached Council Officers in February 2020 to request additional funding from Council to help pay for capital works.
- In March 2020 the School and the Committee presented to a Council Briefing Session to request additional funding from Council to help pay for capital works.
- There was disagreement between Council Officers and the School and the Committee regarding the nature of the works. Officers were and are of the view that the works are capital whereas the School and the Committee see the works as maintenance. This is important because the existing Council resolution and terms of the executed Funding Agreement state that Council will not fund capital works.
- The School and the Committee have provided information to Council which requests both immediate funding and the repayment to the School Council of additional funding that it has contributed.
- The immediate additional funding request is for \$135,211 and could be funded from the operational funding set aside in the 2019/2020 budget (\$85,000) and the future 2020/2021 operational budget (\$50,211 of the total \$200,000 committed funding).
- The additional longer-term funding request is to repay the School Council an amount of \$100,000 over 5 years at \$20,000 per year from the operational budget.
- In effect, the request for additional funding can be met without additional cash flow from Council but it would require Council to both agree to fund capital works and to release some funds 3 months earlier than planned.
- The funds requested from the School and the Committee include a very small contingency amount of \$4180 (1.7% of the remaining works value) to deal with contract variations during the remainder of the project.

2. RECOMMENDATION

That in response to the request by the Apollo Bay Aquatic Centre Committee and the Apollo Bay P-12 School for additional funding, being for Capital Works, for the Apollo Bay Aquatic Centre Project, the Council prepare an addendum to the current Apollo Bay Aquatic Centre Funding Agreement, outlining exemptions to the Agreement for execution by the Parties (Apollo Bay P-12 College Council and Colac Otway Shire), specifically:

- 1. Colac Otway Shire Council (Council) agrees to the immediate release of the committed \$85,000 operational funds from the 2019/20 budget to the Apollo Bay P-12 College Council (School) for the purpose of funding remaining capital works;*
- 2. Council agrees to the immediate and early release of \$50,211 from the 2020/2021 operational funds for the purpose of funding capital works;*
- 3. Council agrees that \$20,000 per year from the annual \$200,000 operational funding commitment, for a period of 5 years commencing in 2021/2022, be used to repay the School for its additional capital funding toward the project;*
- 4. Following the final repayment, Council's annual operational contribution must be spent in accordance with the Funding Agreement terms and cannot be used for the purposes of capital works, now or in the future;*
- 5. Council will not commit any further funds toward capital works at the Apollo Bay Aquatic Centre, now or in the future, other than as outlined in the clauses above; and*
- 6. Council will not commit any further funds to the operation of the Apollo Bay Aquatic Centre, now or in the future, other than in accordance with the terms above and the terms of the Funding Agreement.*

3. KEY INFORMATION

History

A brief history of the matter of the Apollo Bay Aquatic Centre is as follows:

1. Past and recent negotiations between Council and the school have resulted in the proposal to create an indoor pool environment for the existing outdoor pool.;
2. The 2011 the Apollo Bay Indoor Aquatic Centre Feasibility study reaffirmed the benefits of having an indoor heated pool and the development of the facility is a high strategic priority for recreation facilities in Apollo Bay.
3. A prior Joint Use Agreement (2009 -2019) included obligations on Council to contribute to capital, operational and maintenance costs of the outdoor pool.
4. At the Ordinary Council Meeting of March 2013 Council supported the concept of contributing to operational costs for an enclosed and heated facility, but not construction costs.

5. At the Ordinary Council Meeting of March 28th, 2018, a resolution was passed to negotiate a new agreement for joint use of the Apollo Bay Pool. It involved an ongoing operational funding commitment from Council of \$200,000 annually on the understanding that the Apollo Bay P 12 College (the School) would manage and run the pool, the community would bear the capital costs of enclosing the pool and the Apollo Bay Pool and Leisure Centre Committee (the Committee) in partnership with the School and the Department of Education would manage the planning and upgrade of the pool enclosure upgrade. The resolution is set out below.
6. A Deed of Termination for the previous Joint Use Agreement (2009) and a new Funding Agreement was negotiated and executed as of 14 January 2020. Under the new funding agreement, Colac Otway Shire Council do not have any further obligation to the facility other than the annual operational commitment of \$200,000. Further operational costs, capital investment and renewal will be the responsibility of the Department of Education and the School Council.
7. The new Funding Agreement under clause 6.1 states that 'the parties acknowledge that the Funding Amount will not be used for the purposes of Capital Works.' Capital Works is defined under clause 1.5 as:
 - (a) *renewal or replacement of an existing asset (complete or piecemeal refurbishment or replacement), which extends the functional use of an existing asset or returns the service potential or the life of the asset to that which it had originally.*
 - (b) *an upgrade that enhances an existing asset to provide a higher level of service or increases the life of the asset beyond its original life.*
 - (c) *expenditure on an asset/item that will increase operating and maintenance expenditure in the future.*
 - (d) *expenditure that creates a new asset, that provides a service that does not currently exist or that extends the capacity of an existing asset to provide benefits to new users at the same standard as is provided to existing beneficiaries, but notwithstanding (a)-(d) above, excludes Operations.*

Council Resolution March 2018

That Council:

1. *Supports the heating and enclosing of the existing Apollo Bay pool located at the Apollo Bay P-12 College as proposed by the Apollo Bay Aquatic Centre Committee and the Apollo Bay P-12 College;*
2. *Commits a total of \$200,000 annually toward the ongoing operation of an enclosed and heated pool at the Apollo Bay P-12 College, indexed annually by CPI;*
3. *Ensures this commitment is based on the Apollo Bay P-12 College bearing full responsibility for the ongoing management and operations of the pool in accordance with the Royal Life Saving Society of Australia's "Guidelines for Safe Pool Operation";*
4. *In making a financial commitment to the ongoing operations of the pool, will take no financial, operational or project management responsibility for any works associated with enclosing or heating the Apollo Bay pool;*

5. *Expects that all work carried out to the facility will be in line with the Department of Education and Training's requirements and will meet all statutory planning and other legislative requirements as stipulated;*
6. *Takes no responsibility for future upgrades or repairs of the facility, over and above the annual contribution as stated in point 2 of this resolution;*
7. *Allocates its contribution from the 2018-19 budget onwards, however the funds cannot be claimed by the pool operators until such time as the pool is enclosed, heated and fully operational as per the Apollo Bay Aquatic Centre committee's proposal;*
8. *Notes if the Apollo Bay pool is not enclosed, heated and fully operational by the summer swimming season of 2018/19, Council will take responsibility for the seasonal operation of the Apollo Bay pool in line with the current Joint Use Agreement. Any costs incurred during that seasonal operation will be considered part of, and not in addition to, the \$200,000 commitment;*
9. *Agrees that if the pool is not enclosed, heated and fully operational by the end of the 2018-19 financial year, any unused funds from the \$200,000 allocated will not be carried over to the next financial year or add to a cumulative total;*
10. *Notes its annual commitment of \$200,000 is contingent on the pool being open to the general public for a minimum of 20 hours per week;*
11. *Supports the establishment of a Management of Advisory Committee for the Apollo Bay pool, which includes Council representation to ensure relevant use of Council's financial contribution;*
12. *Works with the Department of Education and Training and Apollo Bay P-12 to negotiate a new Joint Agreement (Agreement) to replace the current Agreement for community access to the Apollo Bay pool that reflects Council's adopted resolution. This new Agreement will be brought back to Council at a future date for adoption, and will be made public in its entirety;*
13. *Supports the establishment of annual reporting by the pool operators to Council on key parameters that will be agreed during negotiation of the Agreement.*
14. *Reviews the Joint Use Agreement no greater than four years from the opening of the facility to the public, and no greater than every five years thereafter.*

Request for Council Funding

In mid-February 2020, the Apollo Bay School contacted Council to request additional funding to the value of \$190,000 to complete additional works that have arisen during the construction of the upgrade. This request was made to Council following the school seeking additional funding from the State and Federal Government.

The school considers these works to be 'maintenance' costs and therefore justifiable under the current Funding Agreement terms. In the view of Council Officers, the Funding Agreement definitions and clauses confirm that the works, except for pool painting, are considered a capital cost and therefore the request must be considered separate to the Agreement.

At the Council Briefing on 11 March 2020, representatives from the Apollo Bay P -12 School (the School) and Apollo Bay Aquatic Centre Committee (the Committee) provided a presentation to Councillors seeking the additional funding.

In that presentation, the following three funding contribution options were provided to Council by the School and the Committee:

1. Provide funds of \$100,000 as a one-off contribution to complete the project
2. Release the remaining \$85,000 from the operational contribution for the 2019-2020 financial year so that:
 - the Manager's wages for the 4 months remaining in the financial year (\$45,000) could be paid and
 - The remaining \$40,000 would be put towards the construction works required

Note: It was stated that this funding option alone will not be enough to see the completion of works required to open the facility.

3. Allow the school to use a portion of the \$200,000 operational budget for 2020-2021 to complete the required works.

There was some confusion in Officers' minds as to the exact amount of funding being requested.

Since that time further discussions have been held between Council Officers, the Committee and the School to determine:

1. The exact funding required.
2. The risks which exist to finish the project.

Documentation provided by the School and the Committee is attached (Attachment 1). The matter is made more complex because the project seems to be managed by both the School and the Committee with invoices being paid by both parties and funding being requested separately by both. There is no contract for the works other than the terms represented in separate invoices from different suppliers. Note: attached documentation does not include copies of supplier invoices supplied by the School.

A summary of the financial status of the project, taken from the information provided to Council, is as follows:

Item	Amount (Excl. GST)	Comments
Project Costs		
Original cost estimate for project	\$706,000	
Invoices paid to date	\$688,651	
Total remaining works yet to be invoiced	\$235,738	
Revised Total Value of project	\$924,389	
Project Funding Committed		
State Government	\$181,818	Includes \$18,182 not yet transferred
Federal Government	\$200,000	Includes \$30,500 not yet transferred
Community	\$257,360	
School	\$150,000	School seeks to be reimbursed \$100,000 over 5 years by Council.
Total Funding	\$789,178	
Funding Requested from Council		
Revised Total Value Less Total Funding	\$135,211	Immediate funding requested
Repayment to School	\$100,000	Request by School to be repaid \$100,000 of its contribution at \$20,000 per year over 5 years. The School proposes that this amount would come from the \$200,000 annual operations funding provided by Council.
Total Funding Requested from Council	\$235,211	Total of immediate and 5-year funding requested

The issue requires a decision by Council because it has resolved not to provide funding for the capital component of this project and capital funding is now sought by the School and the Committee.

Consideration of a capital investment in the pool upgrade

Whilst the current funding agreement terms are clear, should Council wish at its discretion, to consider the request for additional funds, some key points to consider are as follows:

1. Strategic context for investment in recreation facilities in Apollo Bay

Identified priority improvements to formal recreation facilities in Apollo Bay that would benefit from Council investment are;

1. The swimming pool
2. Tennis and netball courts at the Apollo Bay Recreation Reserve

When the proposed pool improvements are considered in the context of all identified recreation facilities improvements (both passive and formal) in Apollo Bay and rated against criteria such as: highest levels of participation, broadest appeal (age, gender and ability), least barriers

(physical/location and financial), the investments considered to produce the biggest benefit to the Apollo Bay community are (in order):

1. Cycling and walking paths
2. Apollo Bay Pool
3. Park Avenue Reserve improvements (playspace, picnic/social and other informal activity opportunities)
4. Tennis and Netball

2. Equity of investment

In terms of equity of Council's investment in recreation facilities, over recent years Council has mostly invested funds in facilities in Colac and surrounds.

There has been no Council investment in formal recreation facilities in Apollo Bay for over 10 years. Part of the reason for this is that Council does not own or manage the facilities.

Council's financial and in-kind contributions to sports facilities and reserve planning past 5 years in Apollo Bay are:

- In 2011/12 Council financially contributed to the Apollo Bay Recreation Reserve Change Room Upgrade, through the Country Football Netball Program. The upgrade involved;
 - layout changes to for women's netball toilet and shower amenities.
 - home and away football change rooms, shower and amenities.
 - a unisex umpire/disabled shared change room with private changing cubicles, shower and toilet facilities.

Council contributed \$5,000 and State Government Funding was \$40,000 towards \$103,180.50 total project cost.

- Council officers prepared a funding application to the Federal Government (BBRF) last Nov/Dec (2018) to prepare a master plan and business case for the recreation reserve and caravan park site. This application was unsuccessful.
- Both the recreation reserve committee of management and the user groups can apply under Council's community grants program for eligible projects. Some of the clubs have been successful in receiving funding over the years, however the clubs have not applied for funding under Council's community grants program in recent years.
 - 2014/15 – Apollo Bay Netball Club \$270 – 4 x netball rings and chain nets
 - 2013/14 – Apollo Bay Football Club \$4,000 – change room safety matting
- The reserve committee of management receive an annual "Regional Recreation Reserves" contribution from Council which is based on the different sports and activities at the reserve
 - 2018/19 - \$6,089 (excluding GST)
 - 2017/18 - \$6,475 (excluding GST)
 - 2016/17 - \$6,342 (excluding GST)

Council's financial contribution is based on the condition that that all maintenance works are carried out by the respective Reserve Committee of Management, and that the Committee of Management has agreements in place with the various regular user groups who use the facilities.

Discussion

In terms of the general Recreation funding at Apollo Bay, the key issue of this funding application is that it has been largely caused by latent conditions.

The additional funding requested is for unplanned works that the School has assessed as non-capital items. The larger items within this claim relate to the pipes that required replacement, painting of the pool for ongoing durability and repairs to the concourse largely as a result of having to replace the pipes.

Leaks in isolated locations were identified and a pressure test of the network (and subsequent exposure) indicated that pipes of a lower standard had incorrectly been originally installed. Given the age of the facility, the discovery of the partially failed, substandard pipes represented a huge risk. To not immediately replace them would likely have resulted in high repair costs in the near future. The concourse would also have required replacement at that time to allow the pipe replacement. This would have been damaging to the continued use of the pool and expensive.

The school believe that these works are necessary now and that is not disputed. The school also claimed that the repairs funding allocations should relate to the back a former agreement, an arrangement they believed had greater cost sharing between two the school and Council. That is not the case, the current agreement confirms that 'The school Council is responsible for capital expenditure in respect of the facility' with no specific considerations for over expenditure.

It is also noted that whilst the more significant works are necessary, that doesn't change that they are capital by nature. The fact inferior pipes need to be replaced is an unfortunate circumstance that is expensive, but the replacement is still capital.

A document from the committee outlining the outstanding works and available funds for those works is attached to this report.

Whilst there has been knowledge of the pool leaking for a number of years and some works associated with rectifying this would have been expected in future, some other issues have arisen from building compliance requirements discovered during the planning and design process.

Council had an obligation under the previous agreement to provide an annual 2% (of its former contribution) per annum towards a Capital Reserve Fund managed by the School. Council has paid this commitment (\$8000 approx.) annually since 2015. Council also had an obligation to contribute 40% of the costs of 'minor maintenance'. As many of the works do not fall into the category of maintenance the funds now requested cannot be considered under any prior or outstanding obligation by Council.

4. COMMUNITY CONSULTATION & ENGAGEMENT

The Apollo Bay community has advocated for a heated pool for many years and Council's commitment throughout the early years has been to work in partnership with the Apollo Bay Aquatic Centre committee in a bid to provide that service in an affordable and sustainable manner. That included specific public consultation at that time.

Of recent times the new agreement has been negotiated between the Department of Education, Council Officers and a representative of the school Council. No specific recent public consultation has occurred.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan:

Theme 1 – Our Prosperity.

3. Strengthen partnerships with key stakeholders to benefit the whole community.

Theme 2 – Our Places

1. Assets and infrastructure meet community needs.

Theme 3. Our Community

1. Increase social connection opportunities and community safety.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Council's commitment to the ongoing operations of the heated pool facility in Apollo Bay extends the associated social and health and wellbeing outcomes for the local community by ensuring the asset is available to the public throughout the year.

LEGAL & RISK

As Council no longer is responsible for the management of this facility and does not own the asset there is no direct financial risk to Council however this issue may attract negative reputational risk.

It is also noted that there are exit clauses in the agreement should Council believe the funding is not being managed in accordance with the agreement.

Council is not the project manager and it is therefore not possible to give an accurate opinion on the risks that remain on the project. Having said that, we note that:

1. The structure is complete
2. Mechanical issues seem to have been identified and costed
3. Below ground issues seem to have been identified and costed
4. A work breakdown and remaining costed work by trades has been provided

If the project is managed in accordance with the plan provided by the School, it should be able to complete the works within the revised budget.

There is a risk in that there is \$235,738 of works remaining and there is only a 1.7% contingency amount set aside for these works. It would be normal practice to budget 10% for variations over the course of a project, hence the size of the risk of not providing a contingency amount could be in the order of \$25,000.

Whilst it is not stated in the documentation provided by the School, a representative of the School has confirmed verbally that commissioning costs are accounted for within the totals provided.

Under the current pandemic restrictions and likely timeframes associated with the requirement to close leisure centres and pools, it is unlikely that the \$85,000 operational contribution for 19/20 will be required for operational matters this financial year.

The School provided an estimate of annual operational costs (refer Attachment 1). It states that approximately \$155,000 is required for operations with the balance to be kept in a fund for major maintenance. Considering this, the further Council contribution suggested by the School of annual \$20,000 repayments over 5 years, would not impact on future pool operations.

FINANCIAL & BUDGETARY

The funding requested from Council is in two parts; an immediate contribution of \$135,211 and an agreement that the School be repaid an amount of \$100,000 over 5 years.

The immediate funding of \$135,211 could be funded as follows:

1. Provide the School with the remaining \$85,000 budgeted for in 19/20 for the operation contribution; and
2. Provide the School with an early release of \$50,211 from the \$200,000 which would be budgeted for in the 20/21 operational contribution.

The funding requested by the School to repay it for the additional \$100,000 it has invested into the project could be achieved by agreeing to allow \$20,000 per year from the annual operation contribution to be transferred to the School for a period of 5 years.

This funding request can be satisfied without any additional budget allowance other than the annual operations contribution agreed to in the Funding Agreement.

Please note:

1. Council has committed a total of \$200,000 annually indexed by CPI. A portion of the annual contribution was set aside in the 2018/19 budget however these funds were not used as the pool works had not been completed. These funds were not carried forward.
2. An allocation of \$100,000 (half of the committed operational amount) has been budgeted for in 19/20.
3. The School Council had requested that \$15,000 (approx. 1 Month of contribution) be released in the month prior to the Date of Practical Completion, to assist with operations set up in the lead up to the opening of the facility. The \$15,000 would be taken from the \$100,000 with the balance to be paid within 30 days of the Date of Practical Completion, in accordance with the March 2018 resolution. Officers agreed to this request.

7. IMPLEMENTATION STRATEGY

COMMUNICATION

The decision by Council will be directly communicated to the school.

TIMELINE

Contractors have been engaged to undertake the additional scope of works and are ready to commence. Some aspects of the project will continue while Council considers the funding request, however any delay in a decision regarding funding will cause further delay to the completion of the project.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Item: 10.4

Provisional Re-Adoption of the 2017-2021 Council Plan

OFFICER	Melanie Duve
CHIEF EXECUTIVE	Peter Brown
DIVISION	Executive
ATTACHMENTS	1. Colac- Otway- Shire- Revised- Council- Plan-2017-2021 [10.4.1 - 31 pages]
PURPOSE	To provisionally readopt the 2017-2021 Council Plan (without the Strategic Resource Plan)

1. EXECUTIVE SUMMARY

Council is required by the *Local Government Act 1989* (the Act) to undertake an annual review of the Council Plan (including the Strategic Resource Plan). Council officers completed an initial review of the 2017-2021 Council Plan and at the Councillor Briefing on 5 February, Councillors reviewed the suggested changes to the current Council Plan, as well as feedback from members of the public collated during community pop-up sessions.

Following this, a review of the Priority Projects against the Council Plan was undertaken to ensure the projects that have been listed for priority were linked to actions in the Council Plan.

On 9 April 2020, Local Government Victoria advised councils that the Minister for Local Government had approved an extension of the date by which councils must adopt their budgets and Strategic Resource Plans for financial year 2020-21. All councils must now adopt their budgets and Strategic Resource Plan by 31 August 2020. It was also advised that this date may be subject to further adjustment.

As no significant changes to the Council Plan were identified as part of the annual review and links to all but one Priority Project were established, Council is asked to consider the provisional readoption of the 2017-2021 Council Plan, whilst keeping in mind that the finalisation of the Strategic Resource Plan may be delayed until the end of August 2020.

2. RECOMMENDATION

That Council:

- 1. supports the recommendation that the current Council Plan requires no adjustments in respect of the remaining period of the Council Plan, taking into consideration s125(7) of the Local Government Act 1989 and that this is the final year of the 2017-2021 Council Plan; and***
- 2. provisionally readopts the 2017-2021 Council Plan with no changes, pending inclusion of the Strategic Resource Plan, and notes that the Council Plan should be read in conjunction with the adopted Municipal Public Health and Wellbeing Plan 2017-2021.***

3. KEY INFORMATION

A thorough review of the current Council Plan has occurred as part of Council's obligation to review it annually as stated under s125(7) of the *Local Government Act 1989*. Council officers, the Colac Otway Shire community and Councillors were given the opportunity to review the Plan.

A review of the priority projects against the Council Plan confirmed the majority of projects listed as a priority for Council can be linked to the current Plan. There is only one project listed as a priority that cannot clearly be linked to the Council Plan 2017-2021: the Urban Forest Strategy Implementation.

In light of this, Council officers recommended that suggested changes and additions to the Plan should more appropriately be given consideration in the development of a new Council Plan, following the general election of Councillors scheduled for October 2020.

Strategic Resource Plan

The Strategic Resource Plan (SRP) is a component of the Council Plan and outlines the resources required to achieve Council's Goals and Actions expressed in the Council Plan.

Under section 126(3) of the Act, Council must review the SRP as part of the review of the Council Plan. The SRP has a rolling four-year time frame adjusted annually and must include:

- Details of financial resources (financial statements)
- Details of non-financial resources, including human resources
- Financial performance indicators.

The SRP provides a framework and model for Council to consider its future financial direction and to confirm that operating trends are affordable.

The Act requires that the Council Plan, including the SRP, be adopted no later than 30 June each year. As mentioned in the Executive Summary above, Local Government Victoria has recently advised of an extension for the adoption of SRPs. The SRP is currently under review and will be subject to community consultation as per the budget development process and will be considered by Council at a later date.

Should the SRP be completed in time to be combined with the Council Plan, its adoption will be considered by Council at its June meeting. If its completion is delayed as presently permitted by Local Government Victoria, it is anticipated that Council will consider its formal adoption of the Council Plan at its June Council meeting without the SRP.

4. COMMUNITY CONSULTATION & ENGAGEMENT

A comprehensive community consultation and engagement program was undertaken during the development of the Council Plan.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 4 - Our Leadership & Management

3. Organisational development and legislative compliance.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

The Council Plan includes objectives and measures relating to environmental, social, cultural and economic matters.

LEGAL & RISK

Section 125(7) of the *Local Government Act 1989* states:

“At least once in each financial year, a Council must consider whether the current Council Plan requires any adjustment in respect of the remaining period of the Council Plan.”

The Council Plan is the strategic document guiding the work of the Council for the years 2017-2021. Risks have been considered in terms of the capacity of the organisation to meet the objectives of the plan.

FINANCIAL & BUDGETARY

Not applicable

7. IMPLEMENTATION STRATEGY

COMMUNICATION

The pop-up sessions and availability of the survey was advertised in the *Colac Herald* and on Council's website and social media pages. The survey link was distributed to Council's contact list of community groups, service clubs, sporting clubs and businesses.

The release of the revised plan will include communication through newspapers, the website and social media.

TIMELINES

Revised Council Plan with no changes

June 2020 – Formal Adoption of 2017-2021 Council Plan including the Strategic Resource Plan.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Colac Otway Shire Council Plan 2017-2021

Revised 26 June 2019



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Front Cover photograph taken by: Barry Rayner

Strategic Vision

Towards A Prosperous Future

The Councillors of Colac Otway Shire commit to plan for growth in business and employment for our towns and settlements; the delivery of high quality services that meet community needs and demonstrate value for money; and to be leaders and work together as a team with the community and the organisation to achieve our goals for the Shire.

Strategic Context for Colac Otway Shire

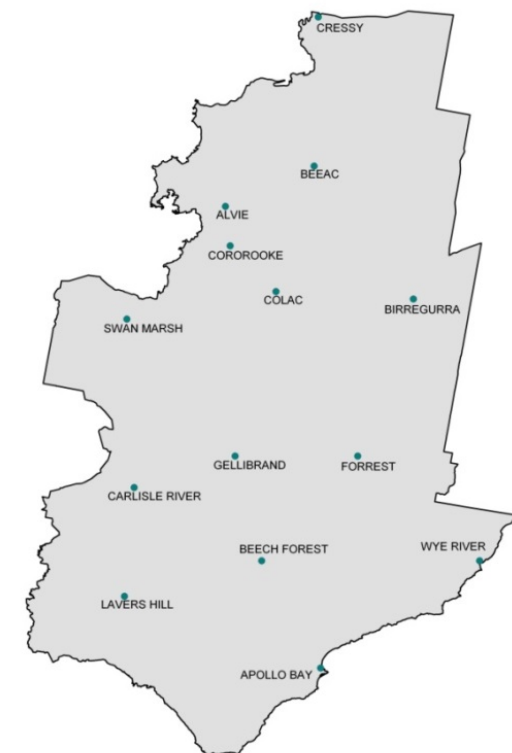
Colac Otway Shire is located 160km west of Melbourne in a natural environment which includes State Forests, National Park and parts of the Great Ocean Road. It is within commuting distance of Geelong, which has been experiencing significant population and employment growth in recent years. The Shire has both a permanent population and is a tourism destination for holiday makers and international tourists.

Recent years have seen very low levels of population growth in the Shire. The Shire was initially built on the industries of Agriculture and Manufacturing, with Tourism strengthening and growing employment in the Health sector. Overall, low jobs growth has contributed to some seeking employment outside of the Shire and an increasingly aging population. These trends are similar to other regional Victorian areas.

Colac Otway Shire has a unique and precious natural environment. It is acknowledged that the region has been getting warmer and drier and in the future the region can expect for this trend to continue. Council recognises that it can play a leadership role to facilitate local action for managing climate change impacts. Council's Municipal Public Health and Wellbeing Plan provides further strategic direction.

Responsibility for managing all aspects of the natural environment is shared with a number of different government authorities and community groups. Council has a key role in partnering with all of these parties.

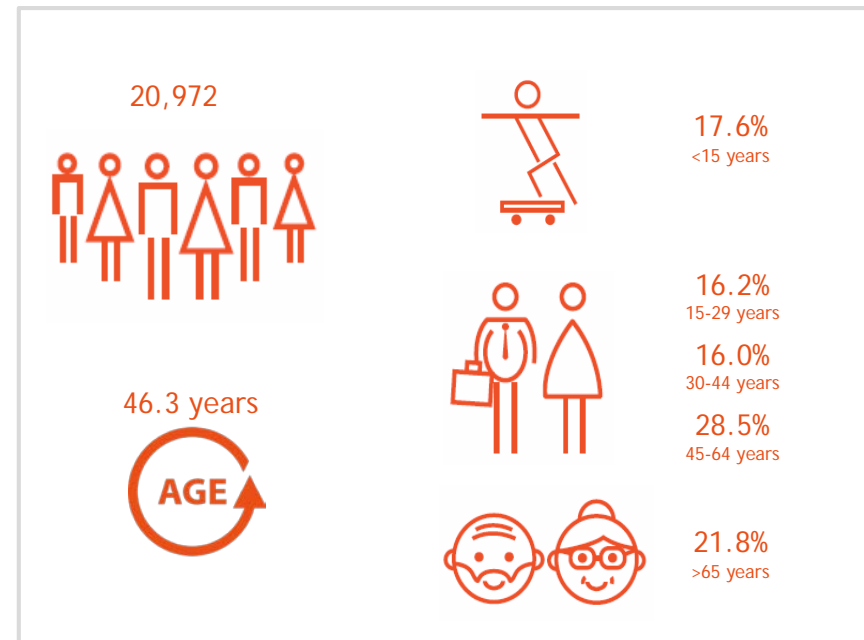
Colac Otway has many advantages which could turn these challenges to opportunities. These include the duplication of the Princes Highway, which will create a dual carriageway between Geelong and Colac, and the attractiveness of the natural environment as a place to live and visit, generating economic opportunities. Additionally, the Shire is well serviced with social infrastructure such as health services, schools and recreational facilities; and it has affordable housing and land available for further development. These advantages can be built on with strategic action by Council in partnership with others, providing a context in which the Shire has the potential to grow and prosper.



Colac Otway Shire has been an unsubdivided municipality (no Wards) since March 2007.

About the Shire

- There was an estimated 20,972 people living in the Colac Otway Shire in 2016, with an average age of 46.3 years.
- Colac Otway Shire had a higher proportion of youth and a higher proportion of persons at post retirement age than Victoria in 2016.
- The predominant household type in Colac Otway Shire is lone person households, reflecting the older demographics in the area.
- Like many regional areas, Colac Otway Shire experiences a large out migration of residents aged 18 to 24 years. Many young people are moving to larger regional centres (Geelong, Ballarat) or metropolitan Melbourne to seek education and employment opportunities.
- Greater Geelong is both the largest source of inward migration and the largest destination for residents leaving.
- The large majority of Colac Otway residents have Australian or British ancestry along with a small indigenous population. Only 8.5% of the Shire's residents were born overseas at 2016, this is lower than the rest of regional Victoria (11.0%).
- The formal qualifications of the Colac Otway resident population are, on average, lower than Victoria's population as a whole.
- Colac Otway Shire has access to a skilled workforce of farmers compared to regional Victoria. This can help growth in the agricultural sector by driving productivity growth.
- Colac Otway has a low share of Specialist Managers (e.g. advertising, sales managers, business admin managers, education/health managers), potentially indicating a skills gap in the region.
- A larger share of residents than regional Victoria were also classified as Labourers, with more than a third of these (36%) being factory process workers.
- The Shire has fewer individuals in low income categories but also a lot less in the highest income quartile group. Household incomes are lower than average due to higher proportions of single person households.



Community Engagement

The Council, elected in November 2016, is strongly committed to engaging with and listening to the community. This Council Plan incorporates community feedback following a significant and broad-ranging engagement program. This program resulted in the largest level of feedback ever received, including close to 400 responses to the 'Make your voice heard' survey, 15 pop-up listening posts and Community Conversations held across the Shire and written submissions from community organisations.

Council's Role

The Council has many roles. To deliver value for money for its community, Council will consider which role is the most appropriate in the work it does. These roles include the following broad categories:

Council's role	Council will:	Example
Leader	Lead by example	Demonstrate leadership in use of lighting to reduce energy costs
Service Provider	Deliver services to meet community needs	Maternal Child Health service delivery
Partner	Contribute staff time or funds	G21 alliance
Facilitator/Broker	Promote the Shire, a service gap, or bring together people who have a stake in an issue	Work with State government, health and service organisations to plan a transition from Colanda disability services
Advocate	Proactively make representation to state and federal governments on key issues for the Shire	Advocate for a Great Ocean Road authority
Regulator	Take direct legal responsibility	Conduct inspections of local food premises and issue licenses

Our Councillors



Cr Jason Schram
Mayor

First elected: 2016
PH: (03) 5232 9405
Mobile: 0428 326 410
Email: councillor.schram@colacotway.vic.gov.au



Cr Joe McCracken
Deputy Mayor

First elected: 2016
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Cr Kate Hanson

First elected: 2016
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Email: councillor.hanson@colacotway.vic.gov.au



Cr Stephen Hart

First elected: 2002
Re-elected: 2008, 2012, 2016
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Cr Chris Potter

First elected: 2016
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Cr Chris Smith

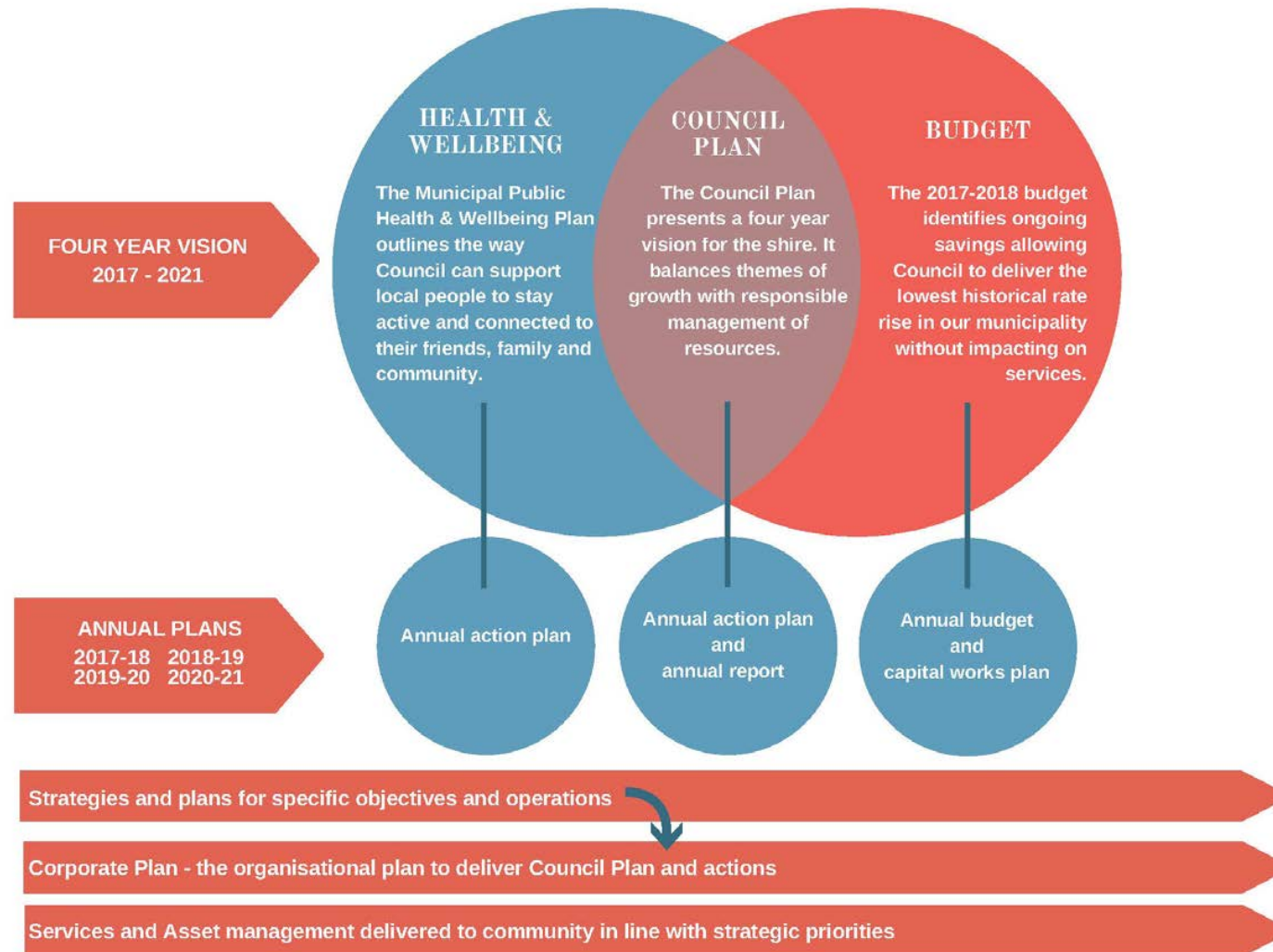
First elected: 2004
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Cr Brian Crook

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Strategic Planning Framework



Council Plan Strategic Themes

***Theme 1:
Our Prosperity***

Vision Economic Growth
Thriving Industries
Partnerships
Great Ocean Road

***Theme 2:
Our Places***

Assets & Infrastructure
Sustainable
Welcoming & Attractive
Natural Environment
Capital Works Delivery
Emergency Management

***Theme 3:
Our Community***

Socially Connected
Events, Arts & Culture
Lifelong Learning
Physical Activity
Inclusive Community
Plan for Community

***Theme 4:
Our Leadership
& Management***

Financial Management
Openness and Accountability
Organisational Development
Value for Money
Communication

THEME 1: OUR PROSPERITY

We work together to improve the prosperity of our people, businesses and community partners by working to promote our beautiful shire as an attractive place to live, work, invest and visit.

Why this is Important

Colac Otway Shire has a diverse economy, much of it built on the natural environmental values of the area. The area has enjoyed successful dairy and food processing industries for many decades; supports the timber industry; has a growing tourism industry built on both a striking coastline and the forests of the Otway's; small, specialist food producers, many forming the Colac Otway food trail; plus, a host of local retail businesses, arts and crafts enterprises; and health and education services.

The Shire has two larger towns of Colac and Apollo Bay, and a number of smaller towns. Each of these has unique attractions and supports local cultures and communities. The Shire is strategically placed halfway between Geelong and Warrnambool which provides opportunities for economic development and a growing population supported by access to work.

Community Feedback

The community told us that they would like to see investment to increase business and employment opportunities in the Shire; that they value a balance between development and care of the environment; that they enjoy the country feel and sense of safety and community in the Shire; and that they value the small towns for their healthy, rural living, and their attraction to tourism. They also said they want to see more opportunities for tourism and the arts; for Apollo Bay to be sensitively developed and promoted; and for Lake Colac and surrounds to be improved and promoted. Consultation with the Shire's major employers and the larger employers stated a commitment to working with the Shire to plan for improved employment opportunities, continued growth of businesses and the people employed in them.

Opportunities for our Future

- Attracting investment for significant infrastructure improvements, to bolster the capital budget of the Shire going forward and fill the gap in funds due to the State Government's rate capping policy.
- Our location between the two major centres of Geelong and Warrnambool, positioning Colac Otway as a place from where people can travel to these centres for work and from which visitors can be attracted.
- Balancing care and protection of the environment with growth and development.
- Leading advocacy to care for the Great Ocean Road and the coastline, to bring together the many authorities and organisations into one authority for consistent and integrated planning a challenge.
- Through land use planning and economic growth encourage population growth.
- Continuing to support the popular events in the Shire which add to the enjoyment of living in the Shire, while preserving the amenity and quiet enjoyment of residents.
- Recognising and protecting the heritage of the area's history.

- Learning from our experiences of managing significant challenges of the natural environment, including the high risk of bushfire and floods, and the impacts of climate change.
- Addressing the seasonality of Lake Colac, an attractive asset for recreation and development.

Our Prosperity - What we want to see by 2021

What is our Goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
1. Plan Infrastructure, assets and land use with a long-term vision for economic growth.	<ol style="list-style-type: none"> 1. Provide direction on how growth across the Shire should proceed and ensure adequate land is provided for industrial and residential use. 2. Implement the Colac Otway Economic Development Strategy. 3. Conduct a review of the housing stock in Colac and establish a Residential Housing Strategy to ensure current and future stock is suitable to attract new residents. 4. Identify and improve tourism assets across the Shire. 5. Prepare an Infrastructure Master Plan for Apollo Bay and Coastal Townships, covering categories including roads, car parking, bus parking, footpaths and stormwater drainage 6. Attract investment to implement key master plans that will drive economic growth such as the Lake Colac Foreshore Master Plan. 7. Remove unnecessary planning triggers to streamline planning processes. 8. Strengthen partnerships with employers in the Shire, and continue to participate in and support the Designated Area of Migration Agreement and associated projects. 	<p>Advocate</p> <p>Service provider</p> <p>Facilitator</p>	<ul style="list-style-type: none"> • Finalise and implement the Colac Township Economic Development, Commercial and Industrial Land Use Strategy. • Colac 2050 Growth Plan completed. • Council endorsement of the Economic Development Strategy and achievement of the implementation plan milestones and targets. • Increased percentage of Council expenditure with local businesses. • Implementation of Residential Housing Strategy to achieve milestones and targets. • Advocacy plan to attract funding for investment in assets which support tourism is implemented. • Review completed of Colac Otway Planning Scheme including review of and reduction in “red tape”. • Improved satisfaction with Council planning processes. • Review completed and implementation commenced for the Colac Otway Rural Living Strategy.

What is our Goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
2. Support a thriving economy and industries.	9. Identify and promote Tourism pathways between attractions across the whole Shire. 10. Identify and support employment in tourism. 11. Explore options to facilitate new tourism accommodation. 12. Review Planning controls for the coastal hinterland and support establishment of tourist accommodation. 13. Review the Shire Events Strategy and partner with event organisers to assist them preserve the amenity of residents while running successful events. 14. Facilitate the attraction of investment in the development of high standard accommodation in Colac and Apollo Bay, complemented by high yielding nature based experiences. 15. Encourage and support existing owners of accommodation to upgrade, refurbish and develop new infrastructure to meet visitor demand. 16. Review the Great Ocean Road Closure Policy.	Service Provider Facilitator Regulator	<ul style="list-style-type: none"> Increased employment in tourism in the Shire. An increase in accommodation options including conference facilities and 4 to 5-star accommodation. Visitation to small towns in the Shire increases, including overnight stays. Implementation of local Destination Action Plans. Visitor satisfaction increased. Renewed Great Ocean Road Closure Policy endorsed by all four relevant entities. Event attendances and satisfaction measures to be developed incorporating economic and social outcomes.
3. Strengthen partnerships with key stakeholders to benefit the whole community.	17. Seek regional funds from state and Federal Governments. 18. Develop and maintain regional partnerships and joint advocacy. 19. Seek to influence education providers to match local job opportunities with available skills training. 20. Support programs to reduce youth unemployment and promote employment for disadvantaged groups in partnership with employers, G21 and the GROW initiative.	Advocate Partner	<ul style="list-style-type: none"> Develop and implement Advocacy Strategy. Ongoing participation in G21, GORRT and South-West asset management forum. Increase in type and number of training and development opportunities for employees in the Shire. Reduction in youth unemployment. Advocacy through GROW and Beyond the Bell for increased participation of young people in education and training.

What is our Goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
4. Improve strategic planning and coordination of the Great Ocean Road	21. Maintaining connections with the Great Ocean Road Authority and provide input into social, economic and environmental values.	Advocate	<ul style="list-style-type: none"> Develop and implement a Great Ocean Road Authority advocacy strategy. Level of support by key political leaders and key organisations for the Great Ocean Road Authority. Great Ocean Road and supporting assets improve (e.g., roadside edges quality of the road, toilet blocks, drainage).

Key Strategies Supporting Our Prosperity

The following strategies are essential to the delivery of the Goals and Actions in Our Prosperity:

- Colac 2050 Growth Plan.
- Colac Township Economic Development, Commercial and Industrial Land Use Strategy
- Economic Development Strategy
- Public Open Space Strategy
- Redevelopment of Apollo Bay Harbour Precinct
- Tourism Employment Opportunity Study
- Tourism/Events strategy
- Forrest Mountain Bike Strategy
- Gellibrand Structure Plan

Key Programs Supporting Our Prosperity

A range of Council programs and services are integral to achieving the Goals and Actions in Our Prosperity. Key among these are the following:

- Beyond the Bell and GROW
- Climate adaptation planning
- Community safety - emergency management and recovery coordination
- Economic development
- Environmental planning
- Forrest Structure Plan
- Heritage Review
- Implementation of Lake Colac Foreshore Master Plan Tourism and events
- Intermodal Freight/Transport Hub Investigation
- Strategic planning
- Statutory planning
- Small Town Improvement Program
- Structure/township plans for small towns including Gellibrand, Beeac, Alvie, Cororooke

THEME 2: OUR PLACES

Our places are well-planned. We work with local and government partners to plan healthy, safe environments which promote community life and enhance well-being. Our infrastructure assets are managed so that they are sustainable for the long term.

Why this is Important

Infrastructure assets such as roads, drainage and footpaths are important because they help deliver services to the community. Roads and footpaths provide the ability for people to access work, education and recreation. Drainage provides protection to properties and allows for safe transport.

It is important for us to manage assets in a rational way so that we can ensure they are sustainable over the long term so that those services are provided to future generations.

It is important that Council operations are undertaken in consideration of the natural environment and where possible take action to help improve to protect, enhance and restore the environmental values of the region.

Community Feedback

The community provided substantial feedback about places and assets. They are both valued and praised as a fundamental reason people like living in the Shire; and there were also many suggestions for improvements and additions. Areas that were mentioned included renewing and upgrading towns in the shire of all sizes, with lights, footpaths and additional refreshed streetscapes; the main street and entrances to Colac and Memorial Square; the Botanic Gardens and Lake Colac as valued attractions and their potential for further development; more open space, street trees, and shared pathways; and upgrading community buildings.

Opportunities for our Future

- Improving our understanding of our asset portfolio, its useful life and seeking greater State and Federal Government partnerships to fund improvements.
- Taking advantage of new opportunities such as improved asset management systems and new technology in construction and maintenance to assist in managing our assets.
- Explore service partnerships with other communities and the possibility of wider footprint contracts to improve value for money and service levels.
- Effectively plan for the predicted impacts of climate change across all Council operations and where possible for the municipality as a whole.

Our Places - What we want to see by 2021

What is our goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
1. Assets and infrastructure meet community needs.	<ol style="list-style-type: none"> 1. Develop and implement a Property Strategy. 2. Develop and maintain constructive partnerships to access appropriate levels of funding, coordination, infrastructure and services. 3. Conduct an ongoing program of service reviews to guide planning for infrastructure. 4. Council to work with key stakeholders such as the Otway Coast Committee, the Apollo Bay Chamber of Commerce and Council with the aim of aligning strategic planning and advocacy efforts for Apollo Bay and district.' 	Service provider	<ul style="list-style-type: none"> • Asset Management Strategy and Plans developed, including for roads, bridges, drains, footpaths, buildings and reserves. • Business cases for development of infrastructure include evidence of community need and service level requirements. • Adoption and implementation of the Property Strategy. • Community satisfaction scores for roads and footpaths increase each year.
2. Our places are managed for long term sustainability.	<ol style="list-style-type: none"> 5. Update the Planning Scheme to reflect changing community needs and priorities. 6. Ensure best practice guides planning and management of the natural environment and associated assets. 	Service provider	<ul style="list-style-type: none"> • Review of Planning Scheme (to commence in 2017). • Planning Scheme Amendments implemented in ongoing manner to respond to community needs. • Asset Management Plans include assessment of climate related risks and approaches to mitigate these. • Outcomes of Colac and Apollo Bay drainage studies guide planning for new treatments to enhance land use and protect property.

What is our goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
3. Towns and places are welcoming and attractive.	<p>7. Enhance the attractiveness of towns in the Shire for both residents and tourists/visitors.</p> <p>8. Advocate for improvements to public open space where the State Government is the land owner/manager.</p> <p>9. Develop and implement a prioritised program to review and implement master plans, community infrastructure plans and structure plans for small towns across the Shire, including the City Deal project.</p> <p>10. Incorporate treatments into infrastructure standards that enhance community perceptions of safety.</p> <p>11. Maintain Parks and gardens, sports reserves and streetscapes.</p> <p>12. Support enjoyment of outdoor experiences through the provision of a network of quality open spaces, including paths and trails.</p> <p>13. Develop a prioritised program of works to support physical activity and active transport, and advocate for funding to continue to implement actions identified in the Active Transport Strategy.</p> <p>14. Evaluate the feasibility of a regional wet waste facility to manage waste from road and drainage maintenance.</p> <p>15. Continue to support the Apollo Bay community's advocacy for the development of a public indoor heated swimming pool in Apollo Bay.</p> <p>16. Work with our community to protect amenity values in our places through strategic compliance action and animal management that is focused on ensuring education, safety and liveability.</p>	<p>Service Provider</p> <p>Partner</p> <p>Facilitator</p> <p>Advocate</p>	<ul style="list-style-type: none"> • Council endorsement of master plans and small town improvement plans. • An annual program of works to improve attractiveness of places across the Shire. These will include (plans to be finalised on annual basis): <ul style="list-style-type: none"> Lake Colac <ul style="list-style-type: none"> ○ Master Plan implemented. ○ Foreshore assets reviewed and improved. ○ Water availability improved. Apollo Bay <ul style="list-style-type: none"> ○ Harbour Precinct plans for redevelopment in collaboration with the community Project Control Group. • Tourism assets improved. • Colac CBD entrances and streetscapes improved. • Implementation of the Memorial Square Master Plan. • Improvement to public toilets and amenities in Colac and throughout the Shire. • Small town streetscapes improved. • Standard and presentation of open spaces, including town entrances, state managed roads and pathways. • Asset plans and capital works business cases incorporate treatments that enhance community perceptions of safety. • Water sensitive design manual produced and adopted. • Community feedback on open space usage. • Standard and presentation of open spaces. • Use of potable water for parks and gardens is reduced. • Regional wet waste facility feasibility study is completed. • Support and assist local community members wishing to take a role in caring for public space assets.

What is our goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
4. Leadership in natural environment through good management practices.	17. Ensure best practice guides planning and management of the natural environment and associated assets, and Council's response to climate change. 18. Advocate and drive discussion to minimise coastal erosion in partnership with other stakeholders, implement measures to assist climate adaptation and protection of the Great Ocean Road. 19. Improve the health and sustainability of the natural environment through structured planning with our partners. 20. Deliver localised planning to communities to reduce fire risk. 21. Implement emission reduction programs for Council operations. 22. Enhance the level of resource recycling and reuse across the Shire. 23. Enhance and protect biodiversity through weed control and revegetation. 24. Implement Council's Climate Adaptation Strategy.	Service provider Facilitator Partner	<ul style="list-style-type: none"> Asset Management Plans include assessment of climate related risks and approaches to mitigate these. Community fire plans completed with latest scientific evidence and understanding of local conditions. Waste management review completed and implemented. Recycling rates from kerbside collection are increased from 2016 levels. Reduction in proportion of waste to landfill from 2016 levels. Council emissions reduced from 2012 levels. Planning for Lake Colac to improve health of the lake, with Parks Victoria, Department of Environment, Land, Water and Planning, Corangamite Catchment Management Authority and Barwon Water. Improved water quality treatments and weed management. Reduced risk of fire through fuel load management on public and private property. Adherence to fire preparedness activities.
5. Delivery of our capital works program.	25. Develop a system of capital allocations based on Asset Management Plans. 26. Develop a project management framework, covering proposals, planning and delivery. 27. Develop a capital works reporting framework. 28. Deliver the annual capital works program.	Service provider	<ul style="list-style-type: none"> Project management framework developed. Quarterly reports to Council. 80% of the capital works program is completed, measured by number of projects or expenditure.
6. Emergency management is coordinated locally and on a regional basis.	29. Community based planning to build local understanding and preparedness for emergency events. 30. Education, joint planning and preparations undertaken to prepare for climate related threats and emergencies.	Service provider Partner Facilitator	<ul style="list-style-type: none"> Emergency resource plans are established and agreed with neighbouring councils. Participate in the state and regional resilience planning projects. Key influencers on climate related threats and emergencies are educated and prepared in accordance with their needs; <ul style="list-style-type: none"> Community members Visiting holiday rental owners Visitors and tourists Tourism operators

Key Strategies Supporting Our Places

The following strategies are essential to the delivery of the Goals and Actions in Our Places:

- Asset Management Strategy and Plans.
- Develop Operations Strategy to Inform Road and Park Maintenance Program.
- Environment Strategy
- Information Services Strategy
- Operations Strategy
- Property Strategy

Key Programs Supporting Our Places

A range of Council programs and services are integral to achieving the Goals and Actions in Our Places. Key among these are the following:

- Asset Management Planning – Service Planning Connecting to Community Infrastructure.
- Asset Program for Renewal/Implementation of Parks and Open Space Infrastructure
- Construction to suit design life
- Deliver on agreed levels of service in Service and Operations
- Deliver Works Program in Accordance with Operations Strategy
- Design and Contract Manage Construction of Assets and Infrastructure
- Develop and Deliver Capital Works Plan
- Implement Revegetation and Weed Management Plan Post Bushfire at Wye River and Separation Creek.
- Develop Comprehensive OHS and Risk Plans to enhance/ensure the safety of our staff at work
- Implement Colac stormwater study
- Implement Domestic Wastewater Management Plan
- Long-Term Works Program Parks and Open Space Maintenance
- Policy Development for Asset Programs
- Reticulated Drainage Scheme at Wye River and Separation Creek
- Review Plant and Equipment Utilisation and Renewal in Service Operations
- Whole of Life Analysis
- Strategic weed control and revegetation programs.
- Climate change mitigation and adaptation programs.

THEME 3: OUR COMMUNITY

We work to know our community and to understand their needs and aspirations. We plan our assets and services to meet community need and to foster a culture of good service and partnership with others.

Why this is Important

Colac Otway Shire sustains a mixed population of tourists, businesses, farmers, retirees and families, some of whom settled in the Shire recently and some who can trace their families' history back to the original settlers. We also have a small population of aboriginal people. The land of the Shire sustains different ways of living, from affordable housing options in the towns, to spectacular properties with views of the forest and the sea. Potential for population growth in the Shire will increase due to highway improvements and proximity to the larger centres of Geelong and Warrnambool. The Shire enjoys good services and infrastructure, supporting families to connect and live well at all life stages. While the Shire is well resourced compared with many other semi-rural shires, with the potential of continued growth there needs to be good planning to have the right infrastructure and services in place.

Community Feedback

The community has also told us that they want to see value for money so we need to plan infrastructure and services well and continuously review them. Community input into this decision-making process will help make better decisions and involve them in planning for their own community.

Opportunities for our Future

- The Shire has a diverse population with a socio-economic status ranging from low to high levels of advantage. There are good relationships with other providers and funding for projects such as GROW and Beyond the Bell provide a good basis for working together to improve community life for everyone. Partnerships with other health and community service providers through the Municipal Public Health and Wellbeing Plan 2017-2021 provide a good way to work together.
- The environment is a major attraction of the Shire and strong partnerships have been forged with government authorities, which provide a good basis for planning together for the community.

Our Community - What we want to see by 2021

What is our Goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
1. Increase social connection opportunities and community safety.	1. Support community organisations through the community grants program. 2. Support community clubs, groups and associations to provide welcoming and inclusive environments for all members of our community within council facilities.	Partner Service provider Facilitator	<ul style="list-style-type: none"> Number of groups supported to provide inclusive initiatives.
2. Connect people through events and activities.	3. Provide grant programs to involve local people in activities that facilitate their health, wellbeing and enjoyment. 4. Supports community activities through information dissemination and planning information.	Facilitator	<ul style="list-style-type: none"> Number of community activities and numbers of people who attend.
3. Opportunities for the community to participate in lifelong learning.	5. Provide opportunities for lifelong learning and community connections through library programs. 6. Support for community groups.	Service provider	<ul style="list-style-type: none"> Library program attendances. Grants and in-kind support awarded to groups involved in lifelong learning. Completion of the review of the structure for provision of library services for the Shire.
4. Provision of resources to support physical activity by the community.	7. Deliver programs through the Bluewater Centre that promote physical activity in the Shire. 8. Build capacity of local sports groups in promoting healthy eating and physical activity. 9. Encourage more people to participate and be inclusive of others. 10. Participate in the G21 Healthy Eating and Active Living regional priority project. 11. Consider health of the community when formulating policy for Council's Property Strategy.	Partner Service provider Facilitator	<ul style="list-style-type: none"> Ongoing and effective implementation of the Municipal Public Health and Wellbeing Plan. Review the Colac-Otway Shire Physical Activity Strategy. Participation rate at Bluewater Centre. Increased membership in local sporting groups with increased diversity of membership. Increase in healthy food options in Council facilities. Increase in healthy food options in local sporting groups. Review social issues such as availability of alcohol and gambling machines when considering policy for Council property.
5. Foster an inclusive community.	12. Increase advocacy in partnership with our community to enhance cultural awareness, inclusiveness, safety and health, community, family and education.	Partner Facilitator	<ul style="list-style-type: none"> Access, Equity and Inclusion Action Plan prepared and implemented. Council services are inclusive and accessibility barriers are addressed.

What is our Goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
6. Community planning informs provision of Council services and social infrastructure.	13. Update social infrastructure planning on a continuing basis to guide asset planning.	Partner Service provider Facilitator	<ul style="list-style-type: none"> Service planning results in service level information to guide asset planning. Advocacy strategies are developed and implemented to support services for our community. Analysis of data and social information guides social infrastructure investments and upgrades.

Key Strategies Supporting Our Community

The following strategies are essential to the delivery of the Goals and Actions in Our Community:

- Access, Equity and Inclusion Action Plan
- Arts and Culture Strategy
- Climate Adaptation Plan
- Municipal Public Health and Wellbeing Plan
- Physical Activity Strategy
- Property Strategy

Key Programs Supporting Our Community

A range of Council programs and services are integral to achieving the Goals and Actions in Our Community. Key among these are the following:

- Access Equity and Inclusion Plan
- Arts and Leisure
- Cinema Lease
- Community Recovery Support to Wye River and Separation Creek
- Community Recovery Planning; Climate Resilient Communities GROW and Beyond the Bell 2030
- Community safety - emergency management and recovery coordination
- Community services
- Community services plans for 50 years+
- Climate planning
- Early Years Plan
- Early Years Facilities planned and funded (Apollo Bay/Colac/W/N)
- Environmental planning
- G21 Health and Well-Being Pillars Annual Project
- Library services
- Municipal Public Health and Wellbeing Plan (MPHWP)
- New Library Plan
- Plan and maintain active open space and recreation areas
- Population and demographic forecasting
- Reserve Master Plans
- Social Infrastructure Plan
- Social Capacity Building Plan
- Tourism and events
- Community Funding Program
- Festival and Events Support Scheme

THEME 4: OUR LEADERSHIP & MANAGEMENT

We will work together with our community to create a sustainable future. We will deliver value for money for ratepayers in everything we do and we will achieve long term sustainability and transparent community leadership.

Why this is Important

There are many demands on the resources of Colac Otway Shire. The major source of income, ratepayer funds, has been constrained through the introduction of rate capping by the State government and an increasing challenge for the community to continue to afford rate increases.

The environment of the shire is attractive and well-recognised. Its' diversity also results in involvement by many authorities and stakeholders, creating the need for partnerships and clarity about the role of the shire. Recently experienced incidents such as bushfire and floods impact on the community and draw a significant amount of organisational resources, both in emergency response but also in longer term planning and support to the community. It is expected that such events will be more common as climate change accelerates.

Community Feedback

The community has told us that they want Council to be transparent in allocating its limited resources; that they want investment in services and infrastructure to support the community, local businesses, tourism, and population growth; and that they want Councillors and the organisation to work together to achieve great outcomes for the community and to build a positive reputation for the Shire.

Businesses and organisations operating in the Shire said that they look to the Shire to provide coordination around issues and advocacy to state and federal government about local needs.

Opportunities for our Future

- The opportunity to maintain and enhance external funding for well-planned community infrastructure.
- The opportunity to increase engagement with the community in decision-making.
- Supporting opportunities for growth in a complex legislative framework.
- Delivery of services that are valued by the community and managing the challenges brought about through cost shifting and devolution of responsibility from other levels of government.

Our Leadership & Management - What we want to see by 2021

What is our goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
1. Effectively manage financial resources.	<ol style="list-style-type: none"> 1. Manage the short and long-term financial sustainability of the shire through prudent financial management. 2. Maintain the 10 year long term financial plan. 3. Identify new income opportunities. 4. Maintain low risk audit rating for financial sustainability. 	Service provider	<ul style="list-style-type: none"> • Long term financial measures are identified and reported to Council on at least ½ yearly basis. • New income source opportunities are identified to reduce the reliance on rates. • Overall low risk financial sustainability rating maintained. • Reduce the asset renewal gap.
2. Openness and accountability in decision making.	<ol style="list-style-type: none"> 5. Ensure where ever possible decisions are debated and made in open Council meetings. 6. Develop and implement a program of regular reporting on key activities to ensure they are focused on implementing priorities. 7. Distribute the Quarterly Performance Reports more broadly across the community, including publishing them on Council's website. The Quarterly Performance Report provides progress updates on each Council Plan action for the quarter. 	Service provider	<ul style="list-style-type: none"> • Improve awareness and accessibility of Council documentation by the community. • Implement regular reporting on agreed topics such as finances, projects and key outcomes. • Community satisfaction with governance and councillor conduct improves through the annual community satisfaction survey. • The percentage of decisions made in closed council meetings is reduced from 2016 levels.
3. Organisational development and legislative compliance.	<ol style="list-style-type: none"> 8. Support organisational development to ensure key organisational capability areas support the organisation to deliver on Council priorities, with a particular emphasis on attracting suitably qualified applications to fill regulatory roles. 9. Manage our risk exposure, including providing a safe working environment where "Work Health and Safety is everyone's business". 	Service provider	<ul style="list-style-type: none"> • Development plans completed and implemented in organisational capability areas. • Maintain Safety Map (or equivalent) certification for Council's occupational health and safety management system.
4. Provide value for money services for our community.	<ol style="list-style-type: none"> 10. Implement a program of ongoing service reviews to ensure our services are efficient and effective and are valued by the community. 11. Enhance opportunities for increased local spending of Council expenditure. 12. Develop partnerships to procure services and materials on a regional basis. 	Service provider	<ul style="list-style-type: none"> • Implement a rolling program of service reviews each financial year. • Identify ongoing savings opportunities of at least \$200,000 per annum. • Council endorsement of the revised Procurement Policy by 2018 and achievement of the implementation plan milestones and targets. • The percentage of local spending is increased by at least 5% over 4 years. • 5 year across boundary procurement plan developed.

What is our goal?	Actions – how will we get there?	Role Council	Measures – how will you measure our progress?
5. Communicate regularly with our community and involve them in decision-making.	13. Review the Community Engagement Policy to guide council decision making.	Service Provider	<ul style="list-style-type: none"> Community engagement framework review completed. Opportunities for community engagement are increased from 2016 levels.

Key Strategies Supporting Our Leadership & Management

The following strategies are essential to the delivery of the Goals and Actions in Our Leadership & Management:

- Asset Management Strategy
- Carbon Neutral Plan
- Climate Adaptation Plan
- COS Environment Strategy
- Information Services Strategy
- Operations Strategy
- Organisational Development Strategy
- Streamline Planning Scheme
- Sustainability Policy
- Waste Management Review

Key Programs Supporting Our Leadership & Management

A range of Council programs and services are integral to achieving the Goals and Actions in Our Leadership & Management. Key among these are the following:

- Capital works Delivery Program
- Corporate Plan
- Delivering on agreed levels of service in Service and Operations
- Deliver Works Program in Accordance with Operations Strategy
- Design and Manage Construction of Assets and Infrastructure
- Develop Operation Strategy to inform Road and Park Maintenance Program Delivery
- Financial Planning
- Governance
- Half Yearly Reporting on Implementation of Council Plan Strategies
- Implement Apollo Bay Drainage Study
- Implement Colac stormwater study
- Increase Recycling and Reuse of Resources (Waste Minimisation)
- Long-Term Financial Plan
- Participate in Barwon Southwest Waste Management Group
- People Performance and Culture
- Plant and Equipment Utilisation and Renewal Program
- Project Management Framework
- Reticulated Drainage Scheme at Wye River and Separation Creek
- Review Plant and Equipment Utilisation and Renewal in Service Operations
- Service Review Program
- Service Level Review Program
- Undertake Birregurra Flood/Drainage Study
- Waste Management

Strategic Resource Plan

The Strategic Resource Plan (SRP) is a requirement under the *Local Government Act 1989*. The SRP details the financial and non-financial (includes people and assets) resources required to achieve Council's goals, as outlined in the Council Plan. The Strategic Resource Plan is updated annually and is reflected in Council's annual budget.

Objectives of the Strategic Resource Plan

- Establish a financial framework and an assessment of the resources (financial and non-financial) to ensure Council achieves the goals of the Council Plan 2017-2021.
- Establish a basis to measure Council's adherence to financial policies and strategies.
- Support Council's compliance with sound financial management principles.
- Support the medium to long-term financial sustainability of the municipality.

Key Strategies

The SRP builds a sustainable framework containing strategies, including financial and non-financial resources, to support the achievement of Council Plan goals. These are:

Colac Otway financial indicators	<ul style="list-style-type: none"> • That Colac Otway Shire Council continues to benchmark with other Victorian councils and those within the large council category. • That Colac Otway Shire Council applies the outcomes of this SRP to the 2017-2018 Budget.
Long-term borrowing strategies	<ul style="list-style-type: none"> • That Colac Otway Shire Council, based on previous Prudential Guidelines, borrows funds for capital investment projects that provide intergenerational equity. • That Colac Otway Shire Council has no forecast borrowings during the period applying to the Strategic resource Plan • That Colac Otway Shire Council commits to a maximum ten (10) year term for all new borrowings.
Notional reserves	<ul style="list-style-type: none"> • That Colac Otway Shire Council builds and maintains cash reserves to both support working capital and ensure funds are available for Council activities as scheduled. • Reserves are fully backed with cash at the end of each financial year.
Rating and other revenue strategies	<ul style="list-style-type: none"> • That Colac Otway Shire Council pursues operational grant funding and strategic capital funding aligned with Council Plan objectives. • That Colac Otway Shire Council pursues a consistent and rigorous methodology for the creation and setting of fees and charges. • That Colac Otway Shire Council undertakes detailed analysis on the level of existing fees and charges, investigates new revenue sources and report recommendations to Council.

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Asset management	<ul style="list-style-type: none"> • That Colac Otway Shire Council, having established its critical renewal investment levels, completes detailed Asset Management Plans for all major classes of Council assets. • That Colac Otway Shire Council, as part of the development of its Asset Management Plans, consults with the community to determine how service levels will be reached including a combination of improved revenue raising, review of existing service levels, asset disposal and composition of the asset portfolio. • That Colac Otway Shire Council continues to prioritise the allocation of funds to the renewal of existing assets rather than constructing new assets where possible, noting that as the Shire's population expands and other demands increase, it will be necessary to provide appropriate infrastructure to promote further development.
Capital works	<ul style="list-style-type: none"> • That Colac Otway Shire Council maintains its capital works commitment to levels that align with the funding spread established in this SRP, and incorporate into the developing 10-year capital works programme. • That Colac Otway Shire Council initially focuses capital works expenditure on maintaining a critical renewal level based on acceptable levels of service, with the next priority on upgrade and expansion, followed by provision of new.
Service provision and planning	<ul style="list-style-type: none"> • That Colac Otway Shire Council annually determines the range and level of service provision through the budget process incorporating an analysis of organisational and financial capability and service reviews where applicable.
Strategic Financial Plan	<ul style="list-style-type: none"> • That Colac Otway Shire Council finalises its preferred rating option for its strategic financial model to fund the Council Plan, capital expenditure and service delivery through the annual budget process.

Resourcing the Council Plan

Financial statements depict how the Plan is resourced.

- **Comprehensive Income Statement** shows the operating costs and income during the period.
- **Balance Sheet** provides the value of Council's assets and obligations or liabilities for the period.
- **Statement of Cash Flows** indicates the cash expenses paid and cash income received for the period.
- **Statement of Capital Works** outlines the value of the capital works and capital purchases during the period.
- **Statement of Changes in Equity** indicates movement in investments in net assets.
- **Statement of Human Resources** indicates the anticipated human resource requirements for the period.
- **Financial Performance Indicators** show current and projected performance across a range of key financial performance indicators.

The following tables summarises the key financial results for the next four years, as set out in the SRP.

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Comprehensive Income Statement

For the four years ending 30 June 2023

	Budget	Strategic Resource Plan Projections		
	2019/20 \$'000	2020/21 \$'000	2021/22 \$'000	2022/23 \$'000
Income				
Rates and charges	31,165	31,991	32,838	33,709
Statutory fees and charges	816	838	859	882
User fees and charges	5,268	5,405	5,546	5,690
Grants - Operating	10,022	10,273	10,530	10,793
Grants - Capital	3,340	3,424	3,509	3,597
Contributions - monetary	132	135	138	142
Contributions - non-monetary	-	-	-	-
Net gain/(loss) on disposal of property, infrastructure, plant and equipment	147	147	147	147
Fair value adjustments for investment property	-	-	-	-
Share of net profits/(losses) of associates and joint ventures	35	35	35	35
Other income	416	401	387	373
Total income	51,341	52,647	53,989	55,366
Expenses				
Employee costs	19,656	20,038	20,419	20,807
Materials and services	18,431	18,984	19,553	20,140
Bad and doubtful debts	2	2	2	2
Depreciation and amortisation	10,600	10,812	11,028	11,249
Borrowing costs	112	53	39	32
Other expenses	1,186	1,222	1,258	1,296
Total expenses	49,987	51,111	52,300	53,526
Surplus/(deficit) for the year	1,354	1,537	1,689	1,840
Other comprehensive income				
Items that will not be reclassified to surplus/(deficit) in future periods				
Net asset revaluation increment/(decrement)	-	-	-	-
Share of other comprehensive income of associates and joint ventures	-	-	-	-
Items that may be reclassified to surplus or deficit in future periods	-	-	-	-
Total comprehensive result	1,354	1,537	1,689	1,840

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Balance Sheet

For the four years ending 30 June 2023

	Budget	Strategic Resource Plan Projections		
	2019/20 \$'000	2020/21 \$'000	2021/22 \$'000	2022/23 \$'000
Assets				
Current assets				
Cash and cash equivalents	9,358	7,618	6,574	5,113
Trade and other receivables	3,336	3,685	3,779	3,876
Inventories	201	206	211	216
Other assets	228	234	239	245
Total current assets	13,123	11,742	10,804	9,450
Non-current assets				
Trade and other receivables	-	-	-	-
Investments in associates and joint ventures	390	425	460	495
Property, infrastructure, plant & equipment	295,741	298,464	301,304	304,268
Intangible assets	-	-	-	-
Total non-current assets	296,131	298,889	301,764	304,762
Total assets	309,254	310,631	312,568	314,213
Liabilities				
Current liabilities				
Trade and other payables	2,455	2,301	2,359	2,418
Trust funds and deposits	512	468	468	468
Provisions	4,870	4,992	5,117	5,245
Interest-bearing loans and borrowings	286	142	596	0
Total current liabilities	8,124	7,904	8,539	8,131
Non-current liabilities				
Provisions	8,130	8,334	8,542	8,756
Interest-bearing loans and borrowings	738	596	0	-
Total non-current liabilities	8,868	8,929	8,542	8,756
Total liabilities	16,992	16,833	17,081	16,886
Net assets	292,261	293,798	295,487	297,327
Equity				
Accumulated surplus	124,443	127,471	130,689	134,097
Reserves	167,819	166,327	164,798	163,230
Total equity	292,261	293,798	295,487	297,327

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Statement of Cash Flows

For the four years ending 30 June 2023

	Budget	Strategic Resource Plan Projections		
	2019/20 \$'000	2020/21 \$'000	2021/22 \$'000	2022/23 \$'000
	Inflows (Outflows)	Inflows (Outflows)	Inflows (Outflows)	Inflows (Outflows)
Cash flows from operating activities				
Rates and charges	31,253	31,951	32,824	33,694
Statutory fees and fines	816	838	859	882
User fees	5,268	5,405	5,546	5,690
Grants - capital	10,269	10,116	10,487	10,750
Grants - operating	3,587	3,266	3,467	3,553
Contributions - monetary	132	135	138	142
Trust funds and deposits taken	44	0	0	0
Other receipts	416	401	387	373
Employee costs	(18,508)	(19,713)	(20,086)	(20,466)
Materials and services	(18,223)	(19,140)	(19,498)	(20,083)
Trust funds and deposits repaid	0	(44)	-	-
Other payments	(1,186)	(1,222)	(1,258)	(1,296)
Net cash provided by/(used in) operating activities	13,868	11,992	12,866	13,238
Cash flows from investing activities				
Payments for property, infrastructure, plant and equipment	(15,409)	(13,908)	(14,268)	(14,638)
Proceeds from sale of property, infrastructure, plant and equipment	490	515	540	567
Net cash provided by/ (used in) investing activities	(14,919)	(13,393)	(13,728)	(14,071)
Cash flows from financing activities				
Finance costs	(112)	(53)	(39)	(32)
Repayment of borrowings	(1,697)	(286)	(142)	(596)
Net cash provided by/(used in) financing activities	(1,809)	(339)	(182)	(628)
Net increase/(decrease) in cash & cash equivalents	(2,859)	(1,741)	(1,044)	(1,461)
Cash and cash equivalents at the beginning of the financial year	12,217	9,358	7,618	6,574
Cash and cash equivalents at the end of the financial year	9,358	7,618	6,574	5,113

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Statement of Capital Works

For the four years ending 30 June 2023

	Budget	Strategic Resource Plan Projections		
	2019/20 \$'000	2020/21 \$'000	2021/22 \$'000	2022/23 \$'000
<u>Property</u>				
Land	-	-	-	-
Buildings	726	1,735	1,778	1,823
Total land & Buildings	726	1,735	1,778	1,823
Total property	726	1,735	1,778	1,823
<u>Plant and equipment</u>				
Plant, machinery and equipment	2,170	1,646	1,687	1,729
Fixtures, fittings and furniture	840	628	643	660
Computers and telecommunications	140	254	260	267
Total plant and equipment	3,150	2,527	2,591	2,655
<u>Infrastructure</u>				
Roads	5,942	6,987	7,162	7,341
Bridges	715	590	605	620
Footpaths and cycleways	383	554	568	582
Drainage	450	530	543	557
Other infrastructure	1,695	464	475	487
Total infrastructure	9,185	9,125	9,353	9,587
Total capital works expenditure	13,061	13,388	13,722	14,065
Represented by:				
New asset expenditure	1,645	1,686	1,728	1,771
Asset renewal expenditure	10,776	11,045	11,322	11,605
Asset upgrade expenditure	640	656	672	689
Total capital works expenditure	13,061	13,388	13,722	14,065
Funding Sources represented by:				
Grants	2,790	3,424	3,509	3,597
Contributions	86	-	-	-
Council Cash	10,185	9,964	10,213	10,468
Borrowings	-	-	-	-
Total capital works expenditure	13,061	13,388	13,722	14,065

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Statement of Changes in Equity

For the four years ending 30 June 2023

	Total \$'000	Accumulated Surplus \$'000	Revaluation Reserve \$'000	Other Reserves \$'000
2019/20 Budget				
Balance at beginning of the financial year	290,908	121,633	155,097	14,177
Surplus/(deficit) for the year	1,354	1,354	-	-
Net asset revaluation increment/(decrement)	-	-	-	-
Transfer to other reserves	-	3,782	-	(3,782)
Transfer from other reserves	-	(2,326)	-	2,326
Balance at end of the financial year	292,261	124,443	155,097	12,722
2020/21 Strategic Resource Plan				
Balance at beginning of the financial year	292,261	124,443	155,097	12,722
Surplus/(deficit) for the year	1,537	1,537	-	-
Net asset revaluation increment/(decrement)	-	-	-	-
Transfer to other reserves	-	3,876	-	(3,876)
Transfer from other reserves	-	(2,385)	-	2,385
Balance at end of the financial year	293,798	127,471	155,097	11,230
2021/22 Strategic Resource Plan				
Balance at beginning of the financial year	293,798	127,471	155,097	11,230
Surplus/(deficit) for the year	1,689	1,689	-	-
Net asset revaluation increment/(decrement)	-	-	-	-
Transfer to other reserves	-	3,973	-	(3,973)
Transfer from other reserves	-	(2,444)	-	2,444
Balance at end of the financial year	295,487	130,689	155,097	9,701
2022/23 Strategic Resource Plan				
Balance at beginning of the financial year	295,487	130,689	155,097	9,701
Surplus/(deficit) for the year	1,840	1,840	-	-
Net asset revaluation increment/(decrement)	-	-	-	-
Transfer to other reserves	-	4,073	-	(4,073)
Transfer from other reserves	-	(2,505)	-	2,505
Balance at end of the financial year	297,327	134,097	155,097	8,133

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Non-financial Resources

In addition to the financial resources to be consumed over the planning period, Council will also consume non-financial resources, in particular human resources. A summary of Council's anticipated human resources requirements is shown below:

Statement of Human Resources

For the four years ending 30 June 2023

	Budget	Strategic Resource Plan Projections		
	2019/20 \$'000	2020/21 \$'000	2021/22 \$'000	2022/23 \$'000
Staff expenditure				
Employee costs - operating	19,656	20,038	20,419	20,807
Employee costs - capital	700	700	700	700
Total staff expenditure	20,356	20,738	21,119	21,507
	EFT	EFT	EFT	EFT
Staff numbers				
Employees	226.2	226.2	226.2	224.7
Total staff numbers *	226.2	226.2	226.2	224.7

* Note that there is a reduction of staff levels in the SRP period to account for short term contracted positions. These positions are generally fixed term and related to project works. The 2020/21, 2021/22 and 2022/23 financial years also include a further reduction of 1 FTE per year. These reductions will result from improved systems and efficiencies and will be achieved by way of natural attrition. These plans do not include situations where Council receives additional government funding for programs or where Council undertakes short term resourcing of specific areas.

The figures contained in this Strategic Resource Plan are based on the adopted 2019/20 Budget. The SRP is currently under review with the development of the 2020/21 Budget. Should amendments be required to the SRP following adoption of the 2020/21 Annual Budget, the Council Plan will be updated prior to adoption.

Item: 10.5

Proposed Lease to Apollo Bay Fishermen's Co-operative Society Limited

OFFICER	Mark McLennan
GENERAL MANAGER	Ian Seuren
DIVISION	Development & Community Services
ATTACHMENTS	<ol style="list-style-type: none"> 1. Apollo Bay Fishing Coop Feature Survey Plan 2016.pdf [10.5.1 - 1 page] 2. Valuation - Apollo Bay Fishermans Co-op - Preston Rowe and Paterson - 20191120 [10.5.2 - 32 pages] 3. Apollo Bay Lease Draft [10.5.3 - 37 pages] 4. Licence Apollo Bay - Draft for March Ordinary Council Meeting [10.5.4 - 11 pages]
PURPOSE	To consider a new lease agreement with the Apollo Bay Fisherman's Cooperative.

1. EXECUTIVE SUMMARY

The Apollo Bay Fisherman's Cooperative (the Cooperative) has operated since 1948. The Cooperative is located on Crown Land at the Apollo Bay Harbour for which Council is the Committee of Management.

The Cooperative has a lease for the building which is 668m² in area and accommodates storage and processing of seafood, plus a fish and chip shop. The Cooperative also has a licence for the surrounding car park area to the leased building, the adjacent viewing deck and fuel facility located on the jetty. The area of the licenced land is 1735m².

The existing lease and licence are due to expire on 30 July 2020. There have been no reported breaches of the existing lease.

The Cooperative is seeking a long-term lease to ensure tenure to support proposed investment by the Cooperative and through the City Deal. Negotiations have been undertaken with DELWP and a draft lease has been developed and checked by representatives from the Fishermen's Cooperative, who advised of their satisfaction with the document. The draft lease is in accordance with the DELWP template.

A commercial valuation has been requested and Council officers are currently waiting for the report to enable final determination of the annual lease payments. The current annual lease amount is \$33,687 (inc GST) per annum and the existing Licence fee is \$116.35 per annum (inc GST). All rates and charges, utilities, maintenance, cleaning, waste removal, building insurance and public liability insurance cost will be paid by the lessee.

2. RECOMMENDATION

That Council:

- 1. Grants a Lease to Apollo Bay Fishermen's Co-Operative Society Limited (ASIC Registration No: G0000027H) for the building known as Apollo Bay Fishermans' Cooperative and all that land containing approximately 668 square metres as indicated on the plan (AP/27.5.16) in Appendix One forming portion of Apollo Bay Port Foreshore Reserve in accordance with the Department of Environment, Land, Water and Planning template with terms as follows:***
 - a. Term of Lease (21) twenty-one years.***
 - b. Rent \$33,880 (ex GST) per annum.***
 - c. Rent review on the third anniversary of the commencement date and then every three years thereafter throughout the term of the lease.***
 - d. Tennant to pay \$20 million public liability insurance.***
 - e. Tennant to pay all outgoings.***
 - f. Tenant is responsible for all maintenance.***
- 2. Authorises Council officers to give public notice of the proposed lease in accordance with sections 190 and 223 of the Local Government Act 1989 for a period of four weeks.***
- 3. Determines that a 'Committee of Council' in accordance with the Local Government Act 1989 will hear any persons who in their written submissions under section 223 of the Act have requested that they be heard in support of their submission.***
- 4. In the event that no submissions are received, resolves to grant the lease on the terms set out in this recommendation and authorises the Chief Executive or delegate to complete all administrative processes necessary to execute the Lease on behalf of Council.***
- 5. Grants a Licence to Apollo Bay Fishermen's Co-Operative Society Limited (ASIC Registration No: G0000027H) for the land and improvements indicated by blue border (excluding the Lease Area) on plan (AP/27.5.16) in Appendix One forming portion of Apollo Bay Port Foreshore Reserve in accordance with the Department of Environment, Land, Water and Planning template with terms as follows:***
 - a. Term of Licence (21) twenty-one years***
 - b. Rent \$120 (ex GST) per annum***
 - c. Tennant to pay \$20 million public liability insurance.***
 - d. Tennant to pay all outgoings.***
 - e. Tenant is responsible for all maintenance.***
- 6. Authorises the Chief Executive to execute all necessary documents in order to affect any Transfer or Assignment of Lease and Licence throughout the term of the Lease and Licence.***

3. KEY INFORMATION

BACKGROUND

Apollo Bay Fishermen's Cooperative is one of only three remaining fishermen's cooperatives in Victoria and has been in continuous operation since 1948. Operated by local fishermen and their families, it is an integral part of the fabric of the Apollo Bay community and driver of local economic activity and employment.

The Apollo Bay Harbour is still home to a fleet of commercial fishing vessels. The predominant catch includes southern rock lobster, shark, snapper, flathead and King George whiting. Abalone divers with trailer-vessels are also regular visitors to Apollo Bay. Larger vessels are also seasonal visitors in Apollo Bay harbour potting for giant crabs, harvesting scallops near King Island, long-lining and hooking squid in Bass Strait.

KEY INFORMATION

In response to new opportunities presented by significant ongoing growth in international tourism, the Cooperative is developing a new, consumer focussed strategy to showcase its history, diverse environments and premium seafood products. The Cooperative has actively sought a long-term lease and licence to provide adequate time to implement their strategy and obtain a return from their proposed investment.

The Cooperative has a lease for the building which is 668m² in area and accommodates storage and processing of seafood plus a fish and chip shop. The Cooperative also has a licence for the building's surrounding car park area, the adjacent viewing deck and fuel facility located on the jetty. The area of the licenced land is 1735m².

Through the Geelong City Deal, \$12 million has been committed for development of the Apollo Bay Harbour, which includes \$2 million for redevelopment of the Fisherman's Cooperative. The Cooperative have committed to contributing \$500,000 to this redevelopment. In order to secure finance for their contribution, a long-term lease is required.

The development of the Apollo Bay Harbour will be guided by a Development Plan, which is currently being prepared as part of the Apollo Bay, Skenes Creek and Marengo Community Infrastructure Plan. Importantly, the Fisherman's Cooperative will remain in the existing location and be redeveloped on its current footprint.

The Cooperative lease and licence will expire on 13 July 2020. Colac Otway Shire and DELWP have been negotiating a standard Crown lease and licence that will secure "as is" tenure on the site to allow continued and uninterrupted operation of the Cooperative for a term of 21 years.

The Cooperative has agreed to enter a new long-term lease and licence with tenure of 21 years.

The Cooperative has undertaken minor works in around the lease and licence area to improve visitor experience and to better service customers of their fish and chip shop. Minor works can be permitted under the Planning Scheme and will include landscaping, amended traffic management and outdoor furniture.

Council officers have requested a commercial valuation as attached to this report.

Agreement type	Lease
Lease terms	21 years (from signing of lease)
Rent	\$33,880 (ex GST)
Rent review	Every 3 years
Option	Nil
Rates & charges	100% lessee
Utilities	100% lessee
Maintenance & cleaning	100% lessee
Waste removal	100% lessee
Building and contents insurance	100% lessee
Insurance Public Liability	100% lessee - \$20M

The proposed licence is linked to the lease agreement above and therefore is impacted directly if changes are made to the lease. For example, if the lease is terminated the licence is automatically terminated too.

Agreement type	Licence
Licence term	21 years (from signing of licence and lease)
Rent	\$120 (ex GST)
Rent review	Not Applicable.
Option	Nil
Maintenance & cleaning	100% licensee
Waste removal	100% licensee
Insurance Public Liability	100% lessee - \$20M

4. COMMUNITY CONSULTATION & ENGAGEMENT

Council officers have engaged in positive negotiations with the Apollo Bay Fishermen's Cooperative and have reached in-principle agreement for a new lease and licence as outlined above.

DELWP has also been kept informed of the negotiation process and have supported a long-term lease and licence. DELWP have provided the draft lease and licence inclusive of the terms and conditions negotiated as attached.

Representatives from the Fishermen's Cooperative have checked the Draft lease and licence documents from DELWP and have advised of their acceptance of the terms.

No broader community engagement has been undertaken to date. If Council resolves to enter a new lease and licence with the Cooperative, a public notification process will be undertaken as per Council's Community Engagement Policy.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Theme 1 - Our Prosperity

1. Plan infrastructure, assets and land use with a long-term vision for economic growth.
2. Support a thriving economy and industries.
4. Improve strategic planning and coordination of the Great Ocean Road.

Theme 2 - Our Places

1. Assets and infrastructure meet community needs.
3. Towns and places are welcoming and attractive.

Theme 3 - Our Community

2. Connect people through events and activities.
6. Community planning informs provision of Council services and social infrastructure.

Theme 4 - Our Leadership & Management

1. Effectively manage financial resources.
2. Openness and accountability in decision making.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

The Apollo Bay Fishermen's Cooperative is one of only three remaining fishermen's cooperatives in Victoria and has been in continuous operation since 1948. Operated by local fishermen and their families, it is an integral part of the fabric of the Apollo Bay community. There is strong support from the community for the continued operation of the Cooperative at the Harbour which is evident during past Harbour master planning consultation processes.

The draft lease and licence include conditions relating to the Cooperative maintaining and operating the facilities in accordance with relevant legislation, including the Environmental Protection Act and guidelines. Of most relevance is the operation of the refuelling facilities.

The Cooperative have invested significantly into the leased and licensed areas in recent years including the construction of a viewing deck and upgrades to the building electrics, tanks cooling system, refrigeration, the pontoon and pump room and the kitchen. Asbestos has also been removed from the building as part of recent upgrades.

The Cooperative has plans to expand in the future to include a second storey restaurant overlooking the Harbour, which has been funded through the Geelong City Deal.

The facility employs two full time and seven casual employees which increases by a further five casuals in summer. There is significant flow-on economic benefit to the Apollo Bay and regional economy.

No future Council maintenance costs are expected to the assets for the term of the new lease and license.

LEGAL & RISK

The lease and licence agreements have been prepared in accordance with Council's Property Leasing Policy, which outlines Council's principles and values in relation to property management and mitigates the risk to all parties involved.

The Lessee is required to have \$20 million public liability insurance for the leased area and will be asked to provide Council with a copy of the Certificate of Currency.

As the land on which the property is located is Crown land, the agreement has been prepared in accordance with the provisions of sections 17B and 17BAA of the *Crown Land (Reserves) Act 1978*.

FINANCIAL & BUDGETARY

The facility employs two full time and seven casual employees which increases by a further five casuals in summer. There is significant flow-on economic benefit to the Apollo Bay and regional economy.

No future Council maintenance costs are expected to the assets for the term of the new lease and license.

The current annual lease payment is \$33,687pa (inc GST) and the existing Licence fee is \$116.35pa (inc GST). A valuation is attached to this report which suggests a rental value of \$34,000 for the entire site covered by the lease and licence areas. It is recommended that Council agree to the rental amount in the valuation, and distribute this between the lease (\$33,880 ex GST) and the licence area (\$120 ex GST). The Cooperative has agreed to the new rental amount of \$34,000 (ex GST) for the combined lease and licence.

7. IMPLEMENTATION STRATEGY

DETAILS

The following steps will apply in processing the new lease and licence agreements:

- Consideration at an Ordinary Council Meeting.
- Approval by DELWP.
- Public notification process to be undertaken.
- Execution of Lease and Licence.
- Exchange of Lease and Licence.
- Retirement of existing Lease.

Subject to endorsement of the proposed lease and licence conditions by Council, DELWP will be invited to approve the lease and licence.

Subject to DELWP approval, Council will advertise Council's intent to enter a lease and licence agreement with the Cooperative.

The lease and licence would then be executed, subject to consideration of any submissions received through the exhibition process.

COMMUNICATION

As noted above, subject to Council then DELWP approval to enter a lease and licence agreement, a public advertising process would be undertaken in accordance with Council's Community Engagement Policy. The Cooperative will be kept informed during the process.

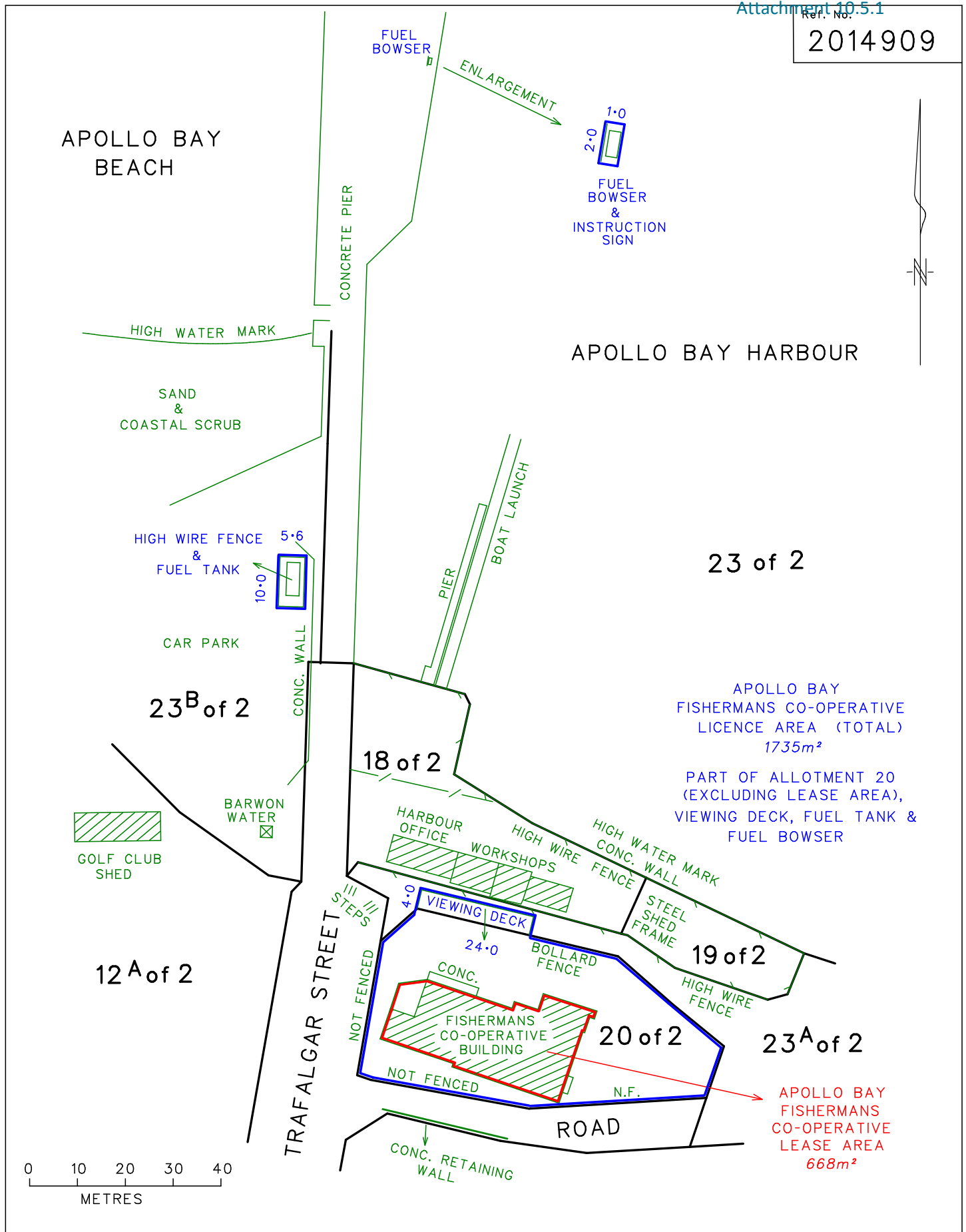
TIMELINE

The public notice period for subsequently follow consideration of the lease and licence by Council and DELWP in accordance with Council's Community Engagement Policy.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

2014909



DEPARTMENT OF ENVIRONMENT
LAND WATER AND PLANNING

STATE GOVERNMENT OFFICES
BALLARAT 3350
DRAWN P.SCHAPER 27/5/2016

LEASE AND LICENCE PLAN
APOLLO BAY
FISHERMANS CO-OPERATIVE
CROWN ALLOTMENT 20, SECTION 2
TOWNSHIP OF APOLLO BAY

ORIGINAL SHEET
SCALE 1:1000 SIZE A4

Plan No.

AP/27.5.16



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1 Executive Summary

This executive summary must be read in context of and in conjunction with the full valuation report of which this executive summary forms part. All comments, terms and conditions contained in the full valuation report relate directly to this Executive Summary.

All investigations have been conducted independently and without influence from a third party in any way. "The valuer/firm (in addition to the principal valuer) has no Potential Conflict of Interest or Pecuniary Interest (real or perceived) relating to the subject property".

This valuation has been carried out in accordance with the Royal Institution of Chartered Surveyors (RICS) Red Book valuation professional standards and/or the Australian Property Institute (API) "Professional Practice" guidance notes.



Property Address:	1 Breakwater Road, Apollo Bay VIC 3233 Apollo Bay Fishermen's Co-op.
Date of Inspection:	20 th November, 2019
Date of Valuation:	20 th November, 2019
Instructing Party/Client:	Colac Otway Shire
Client Reference:	1 Breakwater Road, Apollo Bay VIC 3233 Apollo Bay Fishermen's Co-op.
Instructions:	Instructions have been received from Mark McLennan, Strategic Asset Coordinator, Colac Otway Shire on 12 th November 2019 to assess the Market Rental of the subject property.
Purpose of Valuation:	Consultancy - Lease Renewal Purposes and for no other purpose.
Interest Valued:	Leasehold subject to critical assumptions as noted in the report.

Property Type:	Seafood retail/distribution building
Property Description:	<p>The subject property comprises a retail/distribution building which is leased by the Apollo Bay Fishermen's Co-op and operates as a 'fish and chip' shop and a seafood distributor. Additionally, the property benefits from an outdoor alfresco area, decking and gravel car park.</p> <p>The property is located within a prominent position in the coastal township of Apollo Bay, overlooking the Apollo Bay Harbour.</p>
Tenancy Particulars:	The subject property is subject to a Lease pertaining to the building and Licence Agreement pertaining to the land surrounding the building (1,735m ²), both of which to the Apollo Bay Fishermen's Co-operative Society Limited.
Building Area:	<p>Floor area: 542m²</p> <p>Alfresco area: 35m²</p>
Land Area:	2,249m ²
Title Details:	Title details have not been provided with our instructions.
Zoning:	Special Use Zone – Schedule 2 administered by the Colac Otway Shire Planning Scheme
Basis of Valuation	Market Rental subject to critical assumptions as noted in the report.
Valuation Approach	Direct Comparison Approach
Lease Value:	<p>\$34,000 per annum Excluding GST and Outgoings</p> <p>**Refer to section 15 of this report, where we have provided a separate apportionment of the building and land surrounding the building.</p>
Critical Assumptions:	See Section 5
Valuer:	



Signature of Valuer on behalf of
PRP South West Victoria Rating
Chris Bradshaw, CPV AAPI 101485



Signature of Check Valuer/Director on behalf of
PRP South West Victoria Rating
Leslie Speed, CPV AAPI 62337

2 Client/Instructing Party

Instructing Party Client: Colac Otway Shire
 Client Reference: 1 Breakwater Road, Apollo Bay VIC 3233
 Apollo Bay Fisherman's Co-op.

3 Instructions

Date of Instruction: 12th November, 2019
 Property Address: 1 Breakwater Road, Apollo Bay VIC 3233
 Apollo Bay Fishermen's Co-op.

Interest to be Valued: Leasehold subject to critical assumptions as noted in the report.
 Basis of this Valuation: Market Rental subject to critical assumptions as noted in the report.
 Purpose of Valuation: Consultancy - Lease Renewal Purposes and for no other purpose.
 Instructions: Instructions have been received from Mark McLennan, Acting Strategic Asset Coordinator, Colac Otway Shire on 12th November 2019 to assess the Market Rental of the subject property.

Please see appendices for a copy of our instructions

4 Date of Valuation

Date of Valuation: 20th November, 2019
 Date of Inspection: 20th November, 2019

5 Critical Assumptions

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

In accordance with the provisions of our Professional Indemnity Insurance we advise that all valuations are only valid for three (3) months from the date of valuation, no responsibility being accepted for client's reliance upon reports beyond that period. Accordingly, any parties authorised to rely upon this opinion should be aware for the need of a review if necessary.

While all reasonable endeavours have been made to clarify the accuracy of the information provided, it is assumed that the information provided by the instructing party consists of a full and frank disclosure of all information that is relevant.

Information supplied and utilized in the assessment of value includes:

- In the case of advice provided in this report, we must emphasize that specific assumptions have been made which appear reasonable based upon current market sentiment and forecasts. It follows that any one of the associated assumptions may change over time and no responsibility can be accepted in this event. The value performance indicated herein is an assessment of the potential value trend and should not be viewed as absolute certainty.
- That the land is not subject to any encroachments or onerous restrictions on use or enjoyment.
- That the land does not require any contamination remediation works.
- That the building has been constructed in accordance with law and is not subject to any structural design defects or pest infestation.
- That all structural improvements on the land are wholly within the Title boundaries.
- That the property is unaffected by any road alteration proposals.
- That we have been provided with all information about the property known to the client, which might reasonably be expected to affect its valuation.
- We note that the Valuer is not an expert in Occupational Health and Safety matters; however, we can confirm that no matters of an obvious nature were revealed from our onsite inspection of the subject property.
- In the course of this valuation we have relied upon third party provided information which we have assumed to be correct.
- That the details provided with our instructions can be relied upon as true and correct.
- That the permitted use is the property's highest and best use;
- Unless specified, pertinent leasing evidence is provided on a net of outgoings and GST Exclusive basis.

6 Photographs



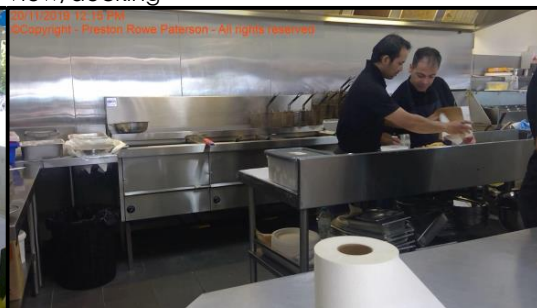
Front



View/decking



Retail



Kitchen



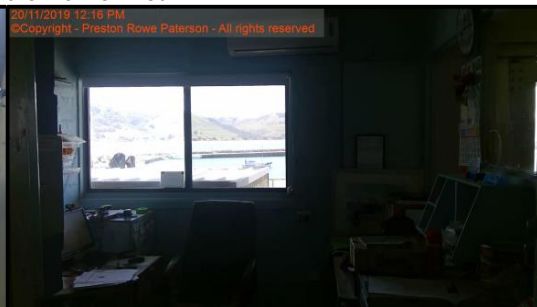
Storage



Staff amenities



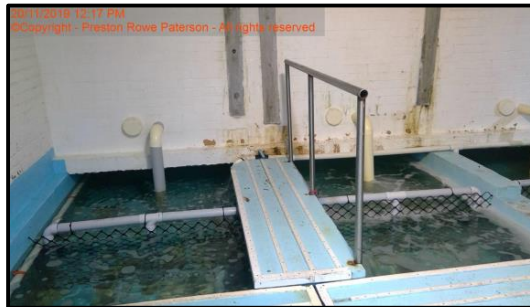
Staff amenities



Office

Preston *Rowe* Paterson

Commercial Report



Tank room



Processing area



Processing area



Rear

7 Location

Physical Location:

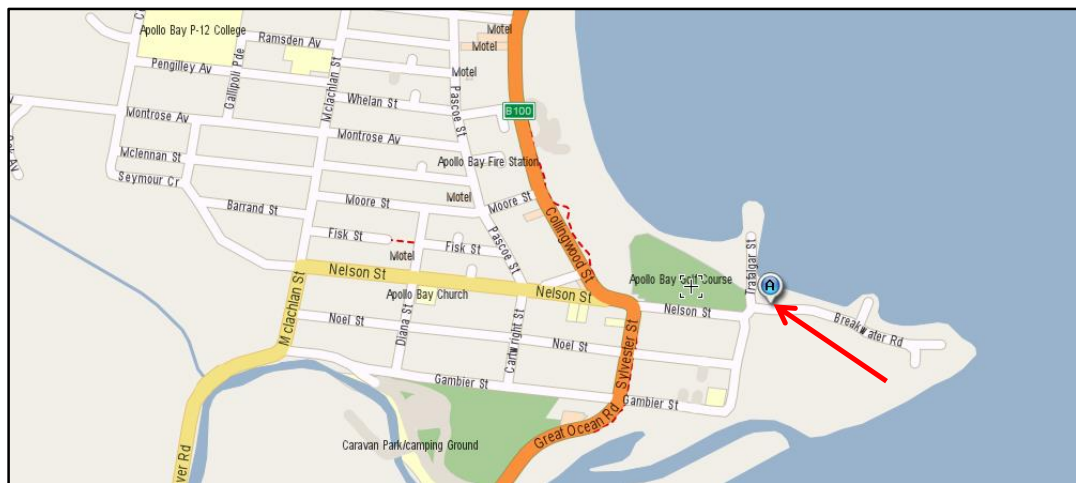
The subject property is located on the northern side of Breakwater Road, approximately 500 metres east of the Apollo Bay town centre.

Apollo Bay is a coastal town situated approximately 150km south-west of Melbourne on the Great Ocean Road and having a population of approximately 1,800 residents. The township provides all necessary local services and amenities, with further services situated in Geelong and Colac which are within driving distance.

Surrounding Development:

Surrounding development includes the Apollo Harbour, golf course and residential development.

Location Map:



Source: street-directory.com.au

8 Title Details

Title details have not been provided with our instructions. Title details have been sourced from third party websites.

DESCRIPTION	CROWN ALLOTMENT	SECTION	PARISH
Title 1	20	2	Krambruk

Registered Proprietor: Title details have not been provided.

Encumbrances: Nil known

Title & Encumbrances

This valuation has been prepared on the understanding that no notations encumbrances, easements, rights of way or encroachments exist by or on the subject property which effect the Valuation or Valuation Services. If this is not the case We reserve the right to reconsider our valuation findings herein.

9 Land Description and Access

DESCRIPTION	Area (m ²)	SHAPE
Title 1	2,249	Irregular

Site Identification:

We have positively identified the subject from our physical inspection, with reference to cadastral mapping.

Topography:

The subject site is generally level in surface contour and appears adequately drained of storm and surface water.

Roads:

Breakwater Road at this location comprises a bitumen with gravel shoulders and crossovers.

Access:

Access to the property is off Telford Street.

Services:

Services connected to the site include electricity, town water, bottled gas, sewerage, and telephone.

Site Contamination:

There were no obvious signs of site contamination as at the time of inspection. We make the critical assumption that the land is free from soil contamination.

Site Description - Environmental Risks

You acknowledge that We have endeavoured to comment on all areas of Environmental concern based on Our superficial inspection of the property. An actual environmental audit may reveal matters that affect Our valuation herein that were not readily discernible at the time of inspection. In such an event, We reserve the right to reconsider our Valuation figure herein;

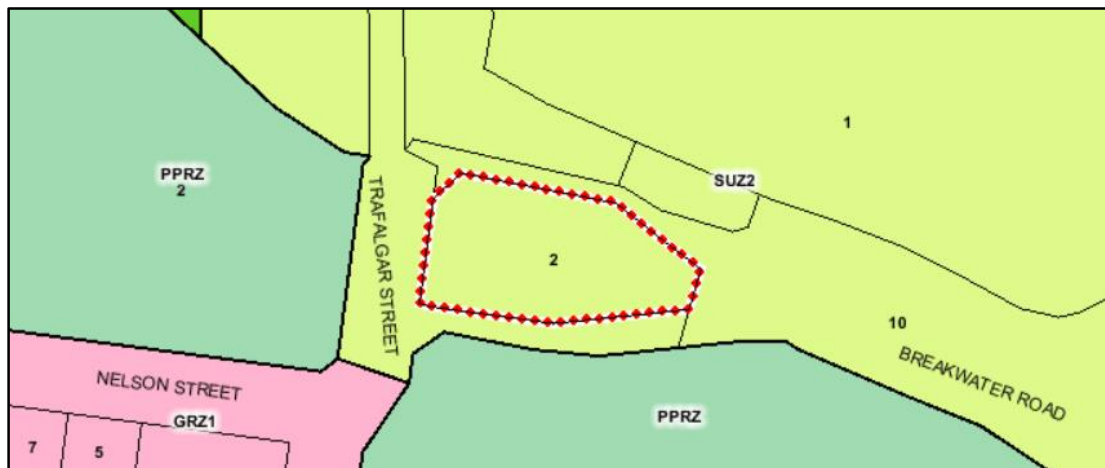
You acknowledge and recognise that We are not expert in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavoured to superficially identify all matters of environmental concern and the effect they might have on the value of the property. However, We will not be held liable nor responsible for any failure to identify all such matters of environmental concern and the impact, which any environmental related issue has on the property and its value including loss arising from site contamination; or the non-compliance with any environmental laws; or costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean-up costs pursuant to the relevant Environmental Protection Act.

10 Planning

Planning details, which we have obtained from our online enquiries, are summarised as follows:-

Local Government Area:	Colac Otway Shire
Zoning:	Special Use Zone – Schedule 2 (Apollo Bay Harbour)
Planning Scheme:	Colac Otway Planning Scheme
Planning Scheme Overlays:	Heritage Overlay Schedule (HO300)
Permissible Land Uses:	Car park, Food and drink premises (other than Hotel), Industry (other than Materials recycling, Refuse disposal, Transfer station, Rural industry, Car wash, Dry cleaner, Motor repairs and Panel beating), Outdoor recreation facility, Place of assembly, Pleasure boat facility, Pleasure boat facility, Primary produce sales, Utility installation.
Land Use Conformity:	The current use appears to comply with Schedule 2 of the Special Use Zone.
Development Consents:	We have not been provided with a copy of any Planning Permits for the subject property; We are unaware of any active planning permits issued for the subject property; We reserve the right to review our assessment if this is found not to be the case.
Heritage Notations:	We have perused the Victorian Heritage Database and note that the subject property is not listed as a property of significance.

Zoning Map:



Source: Planning Maps Online

Planning

You acknowledge that information has been obtained from the Department of Environment, Land, Water and Planning Website and this valuation is issued on the understanding that such information is correct. The Planning information should be checked by you by the obtaining of the relevant certificate from the Planning Consent Authority. We will not assume any liability or negligence for our reliance on the Local Authority's advice or information obtained from its web site.

11 Improvements

General Description:

The property is improved by a retail/distribution building, built circa 1960, which is in average condition. The building mainly incorporates a retail area, commercial kitchen, staff amenities, office, multiple storage rooms, multiple cool rooms, tank room and processing rooms. Additional improvements include verandah/alfresco area, decking and gravel car park.

Floor Areas:

The approximate Floor Area in accordance with the Property Council of Australia's method of Measurement is as follows:

COMPONENT / LEVEL	AREA (m ²)
Floor area – Retail component	56m ²
Floor area – Distribution component	486m ²
Total floor area	542m²
Verandah	35m ²

Construction (Office):

CONSTRUCTION TYPE	CONSTRUCTION MATERIAL
Floor	Concrete
External Walls	Brick
Roofing	Corrugated metal
Windows	Aluminium

Accommodation:

The building mainly incorporates a retail area, commercial kitchen, staff amenities, office, multiple storage rooms, multiple cool rooms, tank room and processing rooms.

Fixtures & Finishes:

The building provides average standard fixtures and fitting throughout.

Plant and Equipment:

EQUIPMENT TYPE	EQUIPMENT DETAILS
Fire Services	Fire canisters and fire hose located throughout
Emergency Lighting	Exit signs

Building Compliance

It has been assumed that all improvements to the property comply with the Terms and Conditions of all relevant statutory and other authorities except as detailed herein. No certification of compliance has been obtained.

Structural Survey

We emphasise that this report is for valuation purposes only and that it is not and should not be construed to be a structural survey.

Pest and Building Defect Survey

No enquiries or examination of any property or of any improvements erected thereon has been made for any sign of timber infestation, or other building defect. Whilst our inspection did not indicate that there was any evidence of pest activity or building defect, we recommend that a certificate be obtained from suitably qualified professionals to confirm same.

Asbestos

With regard to Asbestos, we advise that the improvements were constructed pre-1990 and asbestos materials are likely to be present. Asbestos was readily visible comprising the roof of the rear factory/warehouse. The asbestos was considered to be in average condition; however did not display any obvious signs of cracking or damage. We explicitly highlight that we as Valuer's are not experts in identifying asbestos materials and should this matter warrant further investigation we recommended an expert's opinion be sought. An Asbestos Register was not sighted and the Valuer is unaware of an Asbestos Management plan being in place for this property. This valuation is provided on the basis that the known asbestos materials on site are not of concern and were of a suitable condition. If asbestos is of concern to our instructing client and or reliant party, then, we recommend they engage the services of an asbestos consultant prior to advancing first mortgage funds and should their investigations confirm evidence of asbestos issues, we reserve the right to review our report and opinion of Market Value.

Plant & Equipment

It is emphasised that each and every one of our valuation figures herein excludes any plant or equipment erected on or associated with the respective properties. If the Client requires valuations of any plant and equipment, we would be happy to arrange this through our plant and machinery valuation division. We are not building services engineers and our valuation assumes that the plant and equipment within the building including, inter alia, lift equipment, air conditioning equipment, fire services, security equipment and building maintenance equipment forms part of the Building and that they have been adequately designed to cater for a building of the size of the subject building. We have also assumed that all equipment has been maintained to a high standard. Should this not be the case we reserve the right to reconsider our findings herein;

12 Improvements

Age of Improvements:	Constructed circa 1960
State of Repair of Improvements:	Average
Recommended Repairs:	Nil sighted

13 Lease Summary

The subject property is subject to a Lease pertaining to the building and Licence pertaining the land surrounding the building, the details of which are summarised below.

Lease	
Landlord	Colac Otway Shire
Tenant	Apollo Bay Fishermen's Co-operative Society Ltd
Land	All that land containing approximately 668 square metres as indicated by red border on the attached plan
Commencement date	1 August 2017
Term	Three years
Rent	\$33,687 per annum including GST
Permitted Use	Fish freezing works and disposal to members of fishing requisites and the preparation, cooking and sale of seafood and associated food products for takeaway or on site consumption.
Further Term	Nil
Review Dates	On the third anniversary of the commencement date and then ever three years thereafter throughout the term of the lease.
Renewed Term	5 Years commencing 1/08/2014 to 31/07/2019
Review Dates:	Market – on the commencement date of each renewal term Fixed – 5% fixed increase annually on the anniversary of the commencement date during the term and each renewal term except on the market review dates.
Retail Lease Act 2003:	Not advised
Outgoings:	Not advised

Licence	
Licensor	Colac Otway Shire
Licensee	Apollo Bay Fishermen's Co-operative Society Ltd
Land	The lands indicated by blue border (excluding the Lease Area) on the attached plan
Commencement date	1 August 2017
Term	Three years
Rent	\$116.35 per annum plus GST
Specified purposes	Car Park Area, Viewing Deck and Fuel facility

The combined passing rental has been worked out to be \$30,740.89 per annum Excluding GST. A copy of the Lease and Licence Schedules are included in the appendices of this report.

Net Lease Recovery: A net lease implies that the tenant pays a percentage of total outgoings wherein the percentage is based on the lettable area occupied (gross lettable or net lettable area as is appropriate) over the total lettable area for the entire building.

Retail Leases Act 2003

We confirm that this valuation has been completed with consideration to the prescribed method, under the retail leases act 2003, section 35, 36 and 37. We provide the following section of the act for the purpose of this assessment.

RETAIL LEASES ACT 2003 - SECT 35**Rent reviews generally**

- (1) If a retail premises lease provides for a review of the rent payable under the lease or under a renewal of the lease, the lease must state—
 - (a) When the reviews are to take place; and
 - (b) The basis or formula on which the reviews are to be made.
- (2) The basis or formula on which a rent review is to be made must be one of the following—
 - (a) A fixed percentage;
 - (b) An independently published index of prices or wages;
 - (c) A fixed annual amount;
 - (d) The current market rent of the retail premises;
 - (e) A basis or formula prescribed by the regulations.

Note to s.35 (2) amended by No. 82/2005 s. 19(1). Note

For reviews based on the current market rent of the retail premises, see section 37.

- (3) A provision in a retail premises lease is void to the extent that it purports to preclude, or prevents or enables a person to prevent, the reduction of the rent or to limit the extent to which the rent may be reduced.
- (4) However, subsection (3) does not apply to a provision that uses—
 - (a) basis or formula referred to in subsection (2)(a), (b) or (c); or
 - (b) a prescribed basis or formula referred to in subsection (2)(e) that is also prescribed as a basis or formula to which subsection (3) does not apply.
- (5) A rent review is to be conducted as early as practicable within the time provided by the lease. If the landlord has not initiated the review within 90 days after the end of that time, the tenant may initiate the review.
- (6) A rent review provision in a retail premises lease is void if the lease does not specify how the review is to be made.

S. 35 (7) amended by No.82/2005 s. 19(2).

- (7) If a provision in a retail premises lease that provides for a review of the rent payable under the lease does not comply with subsection (2) or is void under subsection (6), the rent is to be—
 - (a) As agreed between the landlord and tenant; or
 - (b) if there is no agreement within 30 days after the landlord gives the tenant, or the tenant gives the landlord, a written notice specifying an amount of rent for the purposes of the review, the amount determined by a specialist retail Valuer appointed by the Small Business Commissioner as the current market rent of the retail premises.
- (8) The landlord and tenant are to pay the costs of a valuation referred to in subsection (7)(b) in equal shares.

RETAIL LEASES ACT 2003 - SECT 37**Rent reviews based on current market rent**

- (1) A retail premises lease that provides for a rent review to be made on the basis of the current market rent of the premises is taken to provide as set out in subsections (2) to (6).
- (2) The current market rent is taken to be the rent obtainable at the time of the review in a free and open market between a willing landlord and willing tenant in an arm's length transaction having regard to these matters—
 - (a) The provisions of the lease;

(b) the rent that would reasonably be expected to be paid for the premises if they were unoccupied and offered for lease for the same, or a substantially similar, use to which the premises may be put under the lease;

(c) The landlord's outgoings to the extent to which the tenant is liable to contribute to those outgoings;

(d) rent concessions and other benefits offered to prospective tenants of unoccupied retail premises— but the current market rent is not to take into account the value of goodwill created by the tenant's occupation or the value of the tenant's fixtures and fittings.

(3) If the landlord and tenant do not agree on what the amount of that rent is to be, it is to be determined by a valuation carried out by a specialist retail Valuer appointed by—

(a) Agreement between the landlord and tenant; or

(b) if there is no agreement, the Small Business Commissioner—

And the landlord and tenant are to pay the costs of the valuation in equal shares.

(4) The landlord must, within 14 days after a request by the specialist retail Valuer, supply the Valuer with relevant information about leases for retail premises located in the same building or retail shopping centre to assist the Valuer to determine the current market rent.

Penalty: 50 penalty units.

(5) In determining the amount of the rent, the specialist retail Valuer must take into account the matters set out in subsection (2).

(6) The valuation must—

(a) Be in writing; and

(b) Contain detailed reasons for the specialist retail Valuer's determination; and

(c) Specify the matters to which the Valuer had regard in making the determination.

S. 37(7) substituted by No.82/2005 s.20.

(7) The specialist retail Valuer—

(a) must carry out the valuation within 45 days after accepting the appointment, or within such longer period as may be agreed between the landlord and tenant, or if there is no agreement, as determined in writing by the Small Business Commissioner; and

(b) May seek to enforce under Part 10 (Dispute Resolution) an obligation of the landlord under subsection (4).

14 Lease Evidence

Leases, which we have considered, is summarised below: -

Lease Schedule 1 –

Lease Start/Renewal	Address	Floor Area	Lease Term	Consideration (p.a. net) / Rate/m ²
Jan 2015	11 Moore Street, Apollo Bay	122m ²	2 years	\$20,225 / \$166/m ²
Description: Comprises an office premises, situated within a central position of Apollo Bay. Provides basic amenities.				
Nov 2017	121 Great Ocean Road, Apollo Bay	133m ²	7 years	\$51,500 / \$387m ²
Description: Comprises a ground floor retail premise located on the Great Ocean Road, Apollo Bay, utilised as 'Great Ocean Road Souvenirs'. The building provides an open floor plan with rear access and parking.				
May 2016	4b Hardy Street, Apollo bay	80m ²	3 years	\$22,908 / \$286m ²
Description: Comprises a modern retail building located at the front of the FoodWorks Store, operating as a Chinese restaurant.				
Jan 2018	69 Great Ocean Road, Anglesea	71m ²	2 years	\$33,000 / \$465m ²
Description: Comprises a single storey rendered brick retail space in the main retail precinct of Anglesea.				
May 2017	66A Mountjoy Parade, Lorne	70m ²	3 years	\$32,000 / \$457m ²
Description: Comprises a ground floor, single retail shop front, located below a residential apartment, with frontage to Mountjoy Parade.				

Lease Schedule 2 -

Lease Start/Renewal	Address	Floor Area	Lease Term	Consideration (p.a. net) / Rate/m ²
Jul 2017	3 Oak Avenue, Apollo Bay	475m ²	3 years	\$13,520 / \$28/m ²
Description: Comprises an industrial shed with a lettable area of 475m ² , located within an industrial area of Apollo Bay.				
Nov 2016	12-16 Molesworth Street, Birregurra	400m ²	10 years	\$10,400 / \$26/m ²
Description: Comprises an industrial shed with a lettable area of 400m ² . The property is located within a small township of Birregurra.				
July 2016	547 Corangamite Lake Road, Cororooke	465m ²	Ongoing	\$10,660 / \$23/m ²
Description: Comprises an industrial property with 3 sheds and office accommodation, having a total lettable area of 465m ² . The property is located within a small township, north west of Colac.				
Oct 2018	10 Boneyards Avenue, Torquay	734m ²	5 years	\$60,528 / \$82/m ²
Description: A rectangular shaped site with good street access and exposure, improved by modern high clearance metal shed and site office. Land area 1900 sqm				
Aug 2018	1B Forrest Street, Colac	300m ²	3 years	\$12,000 / \$40/m ²
Description: Comprises the former "South West Birds n Fish" retail store, being a shell with basic front reception/showroom and rear warehouse. Poor to average condition throughout.				

Lease Schedule 3 -

Lease Start/Renewal	Address	Floor Area	Lease Term	Consideration (p.a. net) / Rate/m ²
Unknown	Part 58 Great Ocean Road, Anglesea	400m ²	Ongoing	\$5,000 / \$12.50/m ²
Description: Comprises a section of riverbank utilised for the purpose of Paddle Boat and Canoe Hire, located within the recreation land, known as the Lorne-Queenscliff Coastal Reserve, along the western bank of the Anglesea River.				
2017	Nelson Canoe and Boat Hire, Nelson	437m ²	10 years	\$10,000 / \$23/m ²
Description: Situated on the eastern side of the Glenelg River foreshore in the small regional township of Nelson, comprises some 437m ² in area, some of which is situated over the water. The property is improved with a timber clad office building of approximately 54m ² .				
Aug 2017	136 Learmonth Street, Alfredton	4,400m ²	Ongoing	\$17,000 / \$4/m ²
Description: Comprises a rectangular shaped, industrial 1 zoned vacant allotment situated within an established industrial area west of Ballarat. The site has secure fencing, good access and gravel hardstand. The site is to be utilised for container storage.				
2016	Henty Street, Portland	42,800m ²	Ongoing	\$14,000 / \$0.33/m ²
Description: Lease between the Glenelg Shire and the Portland Football & Netball Club for all of the land under buildings of 4.28 hectares, reflecting 0.32/m ² . Zoned Public Park and Recreation zone.				

Rationale:

We refer to the abovementioned pertinent leasing evidence located within Apollo Bay, other coastal areas and throughout regional Victoria. In determining our rental assessment, we have considered the retail component and distribution/storage component of the subject property, as well as the land surrounding the building.

We refer to Lease Schedule 1, which has been utilised to determine the retail component of the subject property. The leases in this schedule provide a rental rate range of \$166/m² to \$465/m² per annum. The upper end of this range comprises superior quality retail premises located in superior coastal townships, while the lower end of the range comprises a larger commercial property located within an inferior position of Apollo Bay.

We refer to Lease Schedule 2, which has been utilised to determine the distribution/storage component of the subject property. The leases in this schedule provide a rental rate range of \$23/m² to \$82/m² per annum. The upper end of this range comprises a superior warehouse located in a recognised industrial area of Torquay, while the lower end of the range comprises average warehouse style accommodation situated in similarly located areas to the subject.

We refer to sales schedule 3, which has been utilised to determine our apportionment of rental value for the land surrounding the buildings of the subject property. The leases/Licences in this schedule provide a rental rate range of \$0.32/m² to \$23/m² per annum. We consider a rate towards the lower end of this range to be applicable to this portion of the subject property.

For the purposes of this assessment, we consider the following rates to apply to the subject property:-

- \$300/m² over the retail component;
- \$30/m² over the distribution/storage component;
- \$1.50/m² over the land surrounding the buildings.

Leasing Evidence

The leasing evidence which we have utilised has been obtained from reliable sources including RP Data (licensed resellers of State Government sales data). We have also, where possible, had discussions with Estate Agents to undertake a process of verification of the data. Should it be revealed that any of the leasing information stated herein, upon which we have relied, is incorrect or misleading, we reserve the right to reconsider our opinion of Market Value as determined herein.

In most instances it has not been possible for us to inspect lease evidence properties internally; however they have been externally inspected for purposes of carrying out our valuation.

Where there is a paucity of directly comparable leasing evidence in a locality, it is necessary for us to either consider other comparable localities and/or to consider sales and leasing evidence which is dated in the immediate area to gain an understanding of the historical sales and leasing value base for the area.

In analysing the leasing evidence referred to herein, it is noted that we have attempted to ascertain whether or not the sale price/rental is inclusive or exclusive of the Goods and Services Tax (GST). Apropos sales evidence, it is emphasised that the State Government sales records do not currently differentiate between or record whether or not the sale price is inclusive or exclusive of GST. Where we have not been able to verify whether or not GST is included in the sale price, we have assumed that the State Government sales record sale prices exclusive of GST. Should this not be the case for any particular sale used as evidence, we reserve the right to reconsider our valuation

15 Valuation Approach & Methodology

Direct Comparison Approach:

To consider our valuation of the subject property using this approach we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence.

Component	Area		Rate	Market Value
Floor area – Retail component	56m ²	@	\$300/m ²	\$16,800
Floor area – Distribution component	486m ²	@	\$30/m ²	\$14,580
Land surrounding buildings	1,735m ²	@	\$1.50/m ²	\$2,602
Sub Total				\$33,982
Total (Rounded)				\$34,000
For Practical Purposes Adopt: \$34,000 per annum Exc GST and Outgoings				

16 Valuation Definitions

MARKET RENT is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.¹

17 Goods and Services Tax Approach

We explicitly highlight that our assessment herein is exclusive of GST and outgoings

¹ As defined by the International Valuation Standards 2017

18 Terms and Conditions

Explanation

1. The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson South West Victoria Rating
2. These terms and conditions form part of the appointment of Preston Rowe Paterson South West Victoria Rating by the Client to provide the Services.
3. Preston Rowe Paterson South West Victoria Rating and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.
4. The Valuation and all Valuation Services are provided by Preston Rowe Paterson South West Victoria Rating subject to these Terms and Conditions;

Definitions

5. The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-

"Client" shall mean Colac Otway Shire;

'Confidential information' means information that:

(a) Is by its nature confidential;

(b) Is designated by Us as confidential;

(c) You know or ought to know is confidential; and

(d) Includes, without limitation:

(i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and

(ii) The Quotation which We have provided to You.

'Date Of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).

'Director' means a Director noted on the Australian Securities and Investment Companies (ASIC's) records for Preston Rowe Paterson South West Victoria Rating

'Fee' means the amount agreed to be paid for the Services by You as set out in the Quotation.

'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of Victoria

'Parties' means You and/or Us as the context dictates.

'Quotation' means the written quote provided by Us in relation to the Services.

'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

'Services' means the Valuation, Valuation Services, asset management, property management, facilities management or consultancy services or advice provided by Us pursuant to these Terms and Conditions and the Quotation.

"Valuation" shall include a Valuation, Valuation services, or feasibility study, made or given in relation to any real or personal property, freehold or leasehold property, asset, liability or item or items of plant and machinery, proposed development, infrastructure, carbon, water or native title property right, business, fixtures, fittings or other property;

"Valuation Services", shall include any oral or written advice, opinion, recommendation or statement communicated to the Client by Us consequent upon or incidental to the request for a Valuation;

"Valuer" means the individual valuer that has undertaken the valuation or valuation services;

'We', 'Us', 'Our (s)' means Preston Rowe Paterson South West Victoria Rating, our employees, contractors, servants and agents;

'You', 'Your' means the Client engaging Us to perform the Valuation, Services or Valuation Services;

Quotation

6. Prior to commencing work We will provide you with a Quotation that sets out who the report is for; the purpose for which the report is being prepared and the fee to be charged. You agree that:
 - (a) you will not use any advice we provide for any purpose other than as stated in the Quotation;
 - (b) you will not pursue any claim against Us for any loss you suffer because you have used Our advice for any other purpose;
 - (c) you will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) you will indemnify Us in relation to any loss suffered by a third party that relies on Our advice without first receiving our written consent to do so.

Your Obligations

7. You agree that:
 - (a) You will not use any advice We provide for any purpose other than as stated in the Quotation;
 - (b) You will not pursue any claim against Us for any loss You suffer because You have used Our advice for any other purpose;
 - (c) You will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) You will indemnify Us in relation to any loss suffered by a third party that relies on our advice without first receiving Our written consent to do so.
8. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Valuation, Valuation Services or Services. You also accept all risk and any loss that might occur should you withhold any relevant information from Us.

9. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Valuation, Valuation Services or Services are provided with the authority of the authors of those reports.
10. You authorise and licence Us to incorporate Your intellectual property within Our report(s).
11. The Valuation and all Valuation Services are provided by Us solely for the use of the Client. You will not release any part of Our valuation or consultancy report or its substance to any third party without the written consent of one of Our Directors. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions must be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided. You are obligated to provide any such recipient with a copy of these Terms and Conditions.
12. If You release any part of the valuation or consultancy advice or its substance with Our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this Valuation, Valuation Services, Services or consultancy advice.
13. You agree that We do not and will not assume any responsibility to any person other than the Client for any reason whatsoever including, without limiting the generality of the foregoing, for breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of or arising out of the provision of the Valuation, Valuation Services or Services and notwithstanding that any damages have been suffered or incurred by that person as a result of the provision of this Valuation or those Valuation Services to the Client or the use of either of them (or any part of either of them) by the Client for any purpose whatsoever;
14. You must pay our Fees within 14 days of the date of a correctly rendered invoice, unless otherwise dealt with in the Quotation. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof.
15. You agree that We reserve the right to reconsider or amend the Valuation, Valuation Services, Services or consultancy advice, or the Fee set out in Our Quotation to You, if we identify information or facts that were not provided to Us in the at the time of quoting that reveal that the task is much greater than we initially anticipated from the information you provided. In such circumstances, once We have identified additional issues that necessitate additional work, we will advise you of the additional fees for additional time required to complete the task.
16. You agree that neither the whole nor any part of Our Valuation or the substance of any of Our Valuation Services or Services may be communicated to any third party (whether by way of inclusion in a document, circular, statement, prospectus, Product Disclosure Statement (PDS), public offer document or otherwise) without first obtaining the written consent of one of Our Directors. Neither the whole nor any part of Our valuation report or Valuation Services report or any reference to it may be included in any published document, circular or statement, prospectus, Product Disclosure Statement (PDS), public offer document, nor published in any way, without written approval by one of Our Directors as to the form and context in which our Valuation or Valuation Services may appear. Notwithstanding the foregoing, the Client agrees that in the event that it does communicate to a third party the whole or any part of this Valuation or the Valuation Services it shall also communicate to that third party these Terms and Conditions. Furthermore You agree to indemnify Us in the event of any failure so to do;

17. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions;
18. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions;
19. You will only use the valuation or valuation services for the specific purpose stated by us. You agree that you will not use the valuation or valuation services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

20. All Our intellectual property contained within any advice We provide, remains Our property. We only grant you licence to use Our intellectual property to carry out the purpose for which the advice was provided

Length of Time Our Valuation or Valuation Services can be relied upon

21. Our Valuation and or Valuation Services are current at the Date of Valuation only. The value assessed in Our Valuation or Valuation Services Report may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, We do not assume responsibility or accept any liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. Notwithstanding the above You accept that our Valuation and or Valuation Services are current as at the Date of Valuation only and no representation or warranty is made as to the future value of the property.

Property or Valuation Circumstance Specific Qualifications, Assumptions and Conditions Precedent within our reports

22. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.
23. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.
24. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.

25. These qualifications, assumptions and conditions precedent typically will relate to:-

(a) Land contamination and environmental risk; (b) Town Planning Information; (c) Town Planning and Development Controls and Consents; (d) Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings; (e) Building Areas; (f) Building Structural Integrity; (g) Building Compliance with the Building Code of Australia; (h) Pest Infestation; (i) Leases, Licences and Tenancies; (j) Strata Title Certificates; (k) Plant and Equipment within Buildings; (l) The veracity of and sources of Sales and Letting Information and Transaction Data; (m) The nature of forecasting, future value assessment and discounted cash flow analysis; (n) The basis of Value where access to the property is restricted; and (o) Whether or not the property has been completed where a development.

26. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Pecuniary Interest

27. You acknowledge that We do not have any pecuniary interests in the subject property, the property owner, the Responsible Entity or the manager/ promoter of the scheme or the Product Disclosure Statement;

Executive Summary

28. Our executive summary in Our Valuation or Valuation Services Report must be read in context of and in conjunction with the full valuation report of which this executive summary forms part. All comments, terms and conditions contained in the full valuation report and Quotation relate directly to this Executive Summary.

Expert Witness Services for litigation

If you retain us to provide services as an expert for any litigation, whether that be for a court or tribunal, you will provide us with a copy of the relevant rules that apply to expert witness reports and testimony. Those rules will take precedence over these terms and conditions in the event of any inconsistency, noting that:

a) Court rules usually oblige an expert witness to acknowledge that their duty is solely to assist the court in resolution of the dispute

b) Any expert witness that is considered to be acting as an advocate (rather than an independent expert) can be held liable for contempt of court; and

An expert acting pursuant to the rules of the court or tribunal is immune from any claim for damages, given that our sole duty is to the court and not the client that engages us.

19 Lease Value

We are of the opinion that the **Market Rental** of **1 Breakwater Road, Apollo Bay, VIC 3233** is as follows:-

\$34,000 per annum Excluding GST and Outgoings

As at the date hereof and subject to:-

1. The assumption that the valuation figures herein is **Exclusive** of **Goods and Services Tax and outgoings**;
2. The property having vacant possession as at the date of valuation;
3. The comments contained herein; and
4. The terms and conditions contained herein.

20 Valuer Signatories

Reliance on this report should only be taken upon sighting the original document that has been signed by the Valuer and counter signed by a director of Preston Rowe Paterson South West Victoria Rating. The counter signatory verifies that this report is genuine, is issued and endorsed by Preston Rowe Paterson South West Victoria Rating. The opinion of value expressed in this report, however has been arrived at by the valuer whom has undertaken the valuation in accordance with the instructions given.



Signature of Valuer on behalf of
PRP South West Victoria Rating
Chris Bradshaw, CPV AAPI 101485



Signature of Check Valuer/Director on behalf of
PRP South West Victoria Rating
Leslie Speed, CPV AAPI 62337

Appendix A Instructions

From: Mark McLennan
Sent: Tuesday, 12 November 2019 8:48 AM
To: Les Speed (les.speed@prp.com.au) <les.speed@prp.com.au>
Subject: Valuation for Fisherman's Coop - 1 Breakwater Road Apollo Bay

Hi Les,

In March 2016 you performed a Valuation on the above. Please find attached a copy of the Report for your reference. We are intending to recommend to Council that we enter into a new Lease for 21 years.

Please let me know the costs of preparing a fresh and up to date report. Could you also let me know how long you would need to prepare a fresh report.

Regards

Mark McLennan
Strategic Asset Coordinator.
Phone: (03) 5232 9484
Fax: (03) 5232 9586
Email: mark.mclennan@colacotway.vic.gov.au
Website: www.colacotway.vic.gov.au



Appendix B Lease and Licence Schedules

SCHEDULE 1		
1	LANDLORD:	Colac Otway Shire (ABN: 32 430 819 755)
2	TENANT:	Apollo Bay Fishermen's Co-operative Society Ltd (ASIC Registration No: G000092701)
3	LAND:	All that land containing approximately 668 square metres as indicated by red border on the attached plan (AP/27.5.16) in Appendix One forming portion of Apollo Bay Port Foreshore Reserve.
4	COMMENCEMENT DATE:	1 August 2017
5	TERM:	Three years
6	RENT:	\$33,687 per annum including GST payable annually in advance. The Rent shall be revised on the Rent Review Dates in accordance with the Schedule 2.
7	PERMITTED USE:	Fish freezing works and disposal to members of fishing requisites and the preparation, cooking and sale of seafood and associated food products for takeaway or on site consumption.
8	FURTHER TERM:	Nil
9	GUARANTEED SUM:	Not Applicable
10	REVIEW DATE(S):	On the third anniversary of the commencement date and then every three years thereafter throughout the term of the lease.
11	NAME AND NOTICE ADDRESS:	Landlord: Colac Otway Shire PO Box 283 Colac, Victoria, 3250 Tenant: Apollo Bay Fishermen's Co-operative Society Ltd 2 Breakwater Road Apollo Bay, Victoria, 3233
12	INSURED SUM:	\$10 Million
13	RESERVATION:	Portion of Allotment 20, Section 2, Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by Order in Council of 15 December 1998.

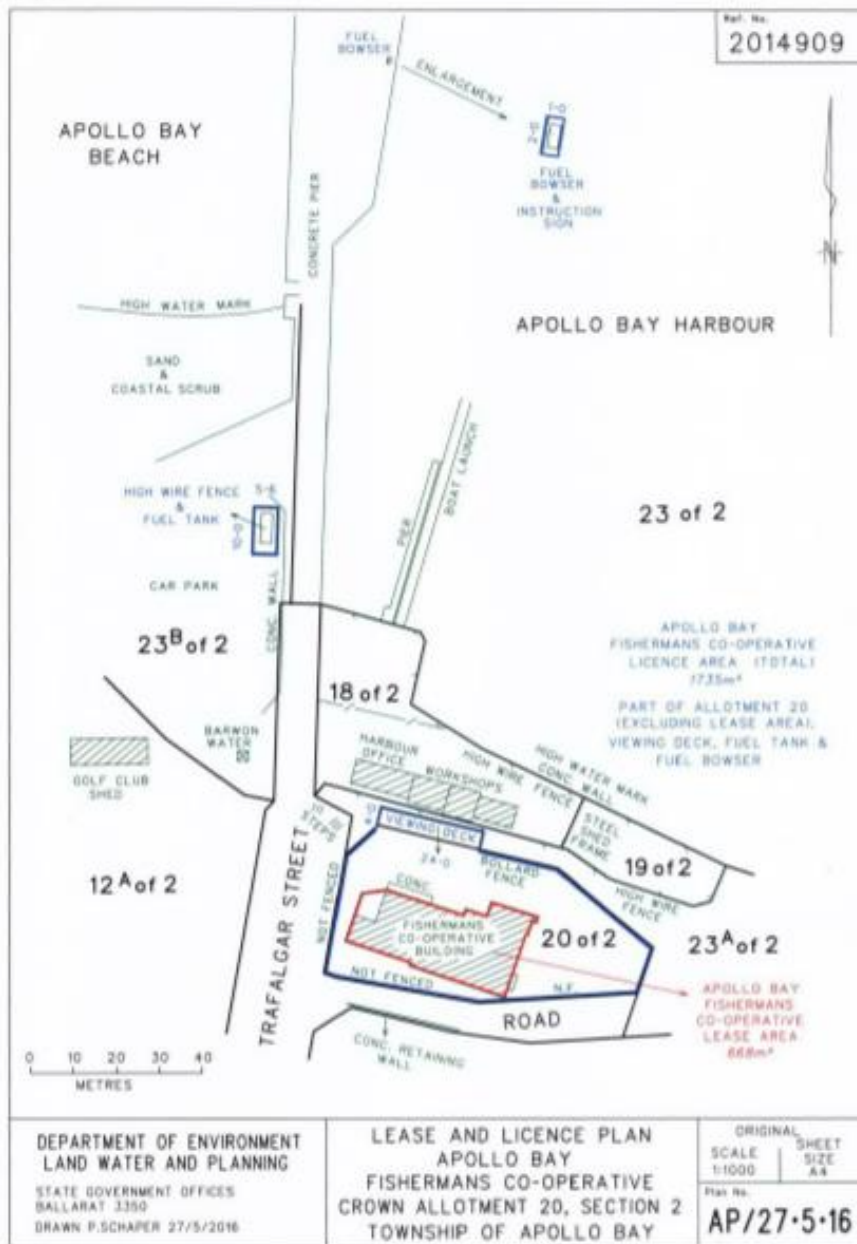
Section: 1753 Crown Land (Reserves) Act 1978 (Vic) / Existing Improvements Certificate (Not Rated) 1 January 2019

SCHEDULE**ITEM**

1	Licence Number:	DELWP Ref: 2022104
2	Licensor:	Colac Otway Shire (ABN: 32 430 819 755)
3	Licensee:	Apollo Bay Fishermen's Co-operative Society Limited (ASIC Registration No: G000002711)
4	Licensee's Address:	2 Breakwater Road, Apollo Bay, Victoria, 3233
5	Commencement Date:	1 August 2017
6	Term:	Three (3) years
7	Licence fee:	\$116.35 per annum plus GST
8	Payable:	Annually in advance.
9	Reservation description:	Portion of Allotments 20, 23, 23A and 23B, Section 2, Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by various Orders in Council.
10	Licensed premises:	The lands indicated by blue border (excluding the Lease Area) on the attached plan (AP/27.5.16) in Appendix 1 forming portion of Apollo Bay Port Foreshore Reserve.
11	Area:	Approximately 1733 square metres
12	Powers under which licence granted:	Section 17B of the <i>Crown Land (Reserves) Act 1978</i> .
13	Specified Purposes:	Car Park Area, Viewing Deck and Fuel Facility.
14	Amount of Public Liability Insurance:	\$20 Million
15	Licensor Address:	PO Box 283, Colac, Victoria, 3250
16	<u>RELATED LEASE DETAILS:</u>	
	Lessor:	Colac Otway Shire
	Lessee:	Apollo Bay Fishermen's Co-operative Society Limited
	Commencement Date:	1 August 2017
	Lease Term:	Three (3) years
	Lease Purpose:	Fish freezing works and disposal to members of fishing requisites and the preparation, cooking and sale of seafood and associated food products for takeaway or on site consumption.
	Description of Leased land:	The land containing approximately 668 square metres as indicated by red border on the attached plan in Appendix 1 forming portion of Apollo Bay Port Foreshore Reserve, being part of Allotment 20, Section 2, Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by Order in Council of 15 December 1998.

Preston Rowe Paterson

Commercial Report



EXISTING IMPROVEMENTS

COLAC OTWAY SHIRE

(ABN: 32 430 819 755)

AND

APOLLO BAY FISHERMEN'S CO-OPERATIVE SOCIETY LIMITED

(ASIC Registration No: G0000027H)

**Section 17D Crown Land (Reserves) Act 1978
Lease
(Non Retail)**

DEPARTMENT OF ENVIRONMENT, LAND, WATER & PLANNING

DELWP File Ref: 2014909

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SCHEDULE 1

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APPENDIX ONE (PLAN OF LAND)

THIS LEASE is made on _____ and commences on the date in Item 4 of schedule 1

BETWEEN THE LANDLORD whose name appears in Item 1 (**Landlord**)

AND THE TENANT whose name appears in Item 2 (**Tenant**)

RECITALS

- A** The Land is reserved pursuant to Section 4 of the Act for the purpose set out in Item 13.
- B** The Minister has appointed the Landlord as the Committee of Management of the Land and has power to enter into this Lease pursuant to Section 17D of the Act subject to the approval in writing of the Minister.
- C** The Landlord has agreed to lease the Land to the Tenant pursuant to Section 17D of the Act subject to the conditions, covenants, reservations, restrictions and exceptions and at the Rent set out in this Lease.

OPERATIVE PROVISIONS

1 PART 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Act means the *Crown Land (Reserves) Act 1978*

Authority includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

Bank Guarantee means an unconditional and irrevocable undertaking in a form acceptable to the Landlord given by a bank authorised under the provisions of *the Banking Act 1959* (Cth.) or an Act of the Parliament of Victoria;

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

Clause means a clause of this Lease; ("sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this Lease;

Commencement Date means the date set out in Item 4;

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

Crown means the Crown in right of the State of Victoria;

Default Rate means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*; if that rate ceases to be published then it means any rate substituted in its place;

Further Obligations means any obligations set out in Schedule 3;

Further Term means the further term or terms set out in Item 8;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

GST Act means *A New System (Goods and Services Tax) Act 1999*;

Guaranteed Sum means the amount set out in Item 9;

Hazardous Materials includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

Insured Sum means the amount set out in Item 12;

Her Majesty means Her Majesty Queen Elizabeth II and her heirs and successors;

Item means the relevant item in Schedule 1 to this Lease;

Land means the land described in Item 3 to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land and all improvements, fixtures, fittings, plant, equipment and chattels listed in Item 15 of Schedule 1 together with any other improvements, fixtures, fittings, plant, equipment and chattels on it at the Commencement Date;

Landlord means the Landlord named in this Lease and the person for the time being entitled to the Lease reversion when the Lease ends;

Landlord's Agents means the employees, contractors, agents and any other Person appointed from time to time by the Landlord as agent of the Landlord;

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

Minister means the Minister having responsibility for the administration of the Act or such other Minister of the Crown or Authority to whom responsibility for this Lease may at any time be given;

Minister's Agents and Officers includes any person, committee or delegate (including any statutory authority or statutory body corporate or committee for the time being responsible for the administration, care and management of the Land) from time to time responsible for carrying out functions, including the functions of the Minister, under this Lease;

Name and Notice Address means the name and address in Item 11 as it may be changed from time to time;

Notice means any notice or other written communication;

Party means a party to this Lease and includes any Guarantor;

Permitted Use means the permitted use of the Land set out in Item 7;

Person includes any corporation and vice versa;

Premises means the Land and the Tenant's Improvements;

Proposed Work means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land;

Rates and Taxes means all existing and future rates (including any special rates or levies) taxes (including land tax on a single holding basis), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Landlord or the Tenant or payable by the owner or occupier of the Land;

Rent means the annual Rent set out in Item 6;

Requirement includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Tenant then the Tenant must be given a copy;

Review Date means at the date or dates set out in Item 10.

Services means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

Supply means the supply of any good, service or thing by either Party under this Lease.

Tenant means the Tenant named in this Lease and includes in the case of a:

- (a) corporation the Tenant, its successors and permitted assigns;
- (b) natural Person the Tenant, his executors, administrators and permitted assigns;

Tenant's Employees means each of the Tenant's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

Tenant's Improvements means those items listed in Item 16 of Schedule 1 and all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed by the Tenant in or on the Land;

Term means the term of this Lease set out in Item 5 commencing from and including the Commencement Date; and

this Lease or "the Lease" means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

1.2 Interpretation

- (a) The singular includes the plural and vice versa;
- (b) A gender includes all genders;

- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally;
- (d) Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Employees;
- (e) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it;
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired;
- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
 - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Landlord and the Tenant and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Landlord or the Landlord's agents was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Tenant in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist;
- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the

time being of the Person, body or Authority or such other Person fulfilling the duties of President;

- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001*, unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001*;
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;
- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day;
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed;
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (s) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

1.3 Minister's delegations

- (a) Wherever this Lease refers to an action, consent, approval or other thing to be done by, or matter to be considered by the Minister, the reference to the Minister shall be deemed to include a reference to the Minister's Agents and Officers.
- (b) The Minister may appoint any person as the Minister's delegate to exercise all powers conferred by this Lease on the Minister expressly, including without limitation, the power to give any consent or approval pursuant to this Lease.
- (c) The Minister may change the appointment at any time.

2 PART 2 - EXCLUSION OF STATUTORY PROVISIONS

2.1 Moratorium

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term,

reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

2.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* are expressly negated.

3 PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

The Landlord leases the Land to the Tenant for the Term.

3.2 Landlord's Reservations

The Landlord reserves the right for the Landlord and the Landlord's Agents to:

- (a) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (b) create any registered or unregistered easement or other right over the Land as long as it does not adversely affect the Tenant's rights under this Lease;
- (c) enter the Land and the Premises for the purposes set out in this Clause.

3.3 Other Reservations

This Lease is granted subject to the following reservations:

- (a) the reservation to the Crown of all gold and minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958*, all of which are described as the "reserved minerals";
- (b) the reservation to the Crown of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Land;
- (c) the reservation to the Crown of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Land any of the reserved minerals obtained in any part of the Land; and
- (d) the right to resume the Land for mining purposes under Section 205 of the *Land Act 1958*.

3.4 Landlord's Exercise of Rights

Except in an emergency, the Landlord must give the Tenant reasonable notice of the Landlord's intended exercise of the rights set out in this Clause. The Landlord must only exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

3.5 Ownership of Tenant's Improvements

The Tenant owns all of the Tenant's Improvements unless the Act requires any buildings and structures erected on the Land by the Tenant to be and to remain the property of the Landlord.

4 PART 4 - RENT

4.1 Tenant to pay Rent

The Tenant covenants to pay the Rent:

- (a) at the times and in the manner set out in Item 6 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off;
- (c) to the Landlord at the address set out in Item 14 or to any other address or in any other way the Landlord directs the Tenant by Notice.

4.2 Apportionment of Rent

If the Commencement Date is not the first day of a rent period, the first and last instalments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- (a) the Commencement Date to the first day of the next rent period;
- (b) the first day of the last rent period of the Term until the date on which the Term expires.

5 PART 5 - RATES AND TAXES AND GST

5.1 Tenant to pay Rates and Taxes

The Tenant must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Tenant or the Land; but otherwise
- (b) to the Landlord by the date which is 10 Business Days before the due date for payment if the Landlord must pay the Rates and Taxes and has given the Tenant a copy of the notice at least 10 Business Days before then.

5.2 Tenant to Produce Receipts

The Tenant must produce receipts to the Landlord evidencing payment of the Rates and Taxes by the due date for payment if the Tenant is required to pay them to the assessing Authority.

5.3 Pro-rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

5.4 Goods and Services Tax

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

6 PART 6 - COST OF SERVICES

The Tenant must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- (b) by reimbursing the Landlord by the date which is 5 Business Days before the due date for payment if the Landlord has given a copy of the Notice to the Tenant at least 10 Business Days before then.

7 PART 7 - COSTS

The Tenant must pay to the Landlord all the Landlord's reasonable legal and other Costs including the costs of valuers, quantity surveyors and other consultants engaged by the Landlord of and incidental to:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent required under this Lease;
- (c) any assignment or subletting for which the Landlord's consent is required by this Lease;
- (d) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time;
- (e) any default by the Tenant or the Tenant's Employees in observing or performing any covenants contained or implied in this Lease.

8 PART 8 - INTEREST

8.1 Payment

The Tenant must pay on demand interest at the Default Rate on any Rent or other moneys which the Tenant has not paid within 30 days of the due date for payment.

8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

8.3 No Prejudice

If the Landlord requires a Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

9 PART 9 - USE OF PREMISES

9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

- (a) use the Premises for any purpose other than the Permitted Use;
- (b) do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (e) write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Landlord to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) use the Premises as a residence unless it is a Permitted Use;
- (j) use the Premises for an illegal purpose;

- (k) burn any rubbish or waste on the Premises other than the burning of vegetation in accordance with all necessary permits.

9.2 Tenant's positive covenants

The Tenant at its Cost must:

- (a) at all times carry out the Permitted Use in a business like and reputable manner;
- (b) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
- (c) keep the Premises free of pests, insects and vermin;
- (d) provide the Landlord (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (e) comply with the Landlord's reasonable operational requirements for the Services and not interfere with the Services;
- (f) on vacating the Premises, remove all lettering, signs, flagpoles, flags, and other distinctive marks from the Premises and make good any damage caused by the removal;
- (g) obtain, maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Tenant must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (h) maintain documented risk management identification and treatment programs for the Premises and the Services;
- (i) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (j) the Tenant must if a notifiable infectious illness occurs in the Premises promptly give Notice to the Landlord and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;
- (k) undertake all fire protection works on the Land required by Law to the satisfaction of the Landlord and all relevant Authorities;
- (l) permit the Landlord or the Landlord's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Land for fire protection and suppression purposes;
- (m) comply with the further obligations, if any, set out in Schedule 3.

9.3 No warranty as to use

- (a) The Landlord gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

9.4 To Let Signs and Inspection

The Landlord may after giving reasonable notice and at reasonable times:

- (a) place advertisements and signs on those parts of Land and Premises as are reasonable having regard to the interests of the Landlord and the Tenant where the Premises are available for lease if the Tenant does not exercise any option to renew this Lease for a Further Term;
- (b) by appointment with the Tenant, show prospective tenants through the Land and the Premises.

The Landlord in exercising rights under this Clause must endeavour to minimise any inconvenience to the Tenant.

9.5 Cost of alteration

Pay to the Landlord on demand the Cost reasonably incurred by the Landlord of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Tenant or of the Tenant's Employees with any Requirements, including those of any Tenant's insurer of the Premises or any Tenant's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

10 PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS**10.1 Compliance with Laws**

- (a) The Tenant at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Tenant receives any Notice from an Authority, the Tenant must immediately provide a complete copy of it to the Landlord;
- (b) Before complying with any Law or Requirement, the Tenant must:
 - (i) obtain the written consent of the Landlord which is not to be unreasonably withheld and;
 - (ii) observe the provisions of this Lease.

10.2 Landlord may comply with Laws if Tenant defaults

If the Tenant fails to do so, the Landlord may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Landlord does this:

- (a) any Costs incurred by the Landlord must be paid or reimbursed to the Landlord by the Tenant;
- (b) it is without prejudice to any of the Landlord's other rights in respect of non-compliance by the Tenant with its obligations under this Lease.

11 PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

11.1 General repairing obligation

- (a) The Tenant at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good repair and condition and clean and tidy. For the avoidance of any doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs or maintenance to the Premises and the Services;
- (b) Before carrying out any repairs or maintenance to the Premises, the Tenant must obtain the written approval of the Landlord and all relevant Authorities but the Tenant will not be required to obtain written or any form of approval from the Landlord for maintenance of a non-structural nature.

11.2 Landlord's right of inspection

The Landlord or the Landlord's Agents may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Tenant if required by the Tenant;
- (b) at reasonable times on giving to the Tenant reasonable notice in writing (except in the case of emergency when no notice is required) .

11.3 Enforcement of repairing obligations

The Landlord may serve on the Tenant a Notice:

- (a) specifying any failure by the Tenant to carry out any repair, replacement or cleaning of the Premises or the Services which the Tenant is required to do under this Lease; and/or
- (b) require the Tenant to carry out the repair, replacement or cleaning within a reasonable time. If the Tenant does not comply with the Notice, the Landlord may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Tenant when demanded by the Landlord.

11.4 Landlord may enter to repair

The Landlord, the Landlord's Agents and others authorised by the Landlord may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Landlord must endeavour not to cause undue inconvenience to the Tenant.

- (a) The circumstances for entry are:

- (i) to carry out any repairs on or to the Premises or the Services, which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
- (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Landlord is either required or in the Landlord's discretion elects to do and for which the Tenant is not liable under this Lease; and/or
- (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.5 Alterations to Premises

- (a) The Tenant must not and must not permit any other person to carry out any Proposed Work without the Landlord's and the Minister's prior written consent which must not be unreasonably withheld or delayed;
- (b) In seeking the Landlord's and the Minister's consent the Tenant must submit plans and specifications of the Proposed Work for the approval of the Landlord together with a list of the Persons (if any) from or to whom the Tenant proposes to call a tender or award a contract for the Proposed Work;
- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:
 - (i) any Proposed Work must be supervised by a Person approved by the Landlord;
 - (ii) any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner, using the materials and by contractors or tradesmen approved by the Landlord, in accordance with all Laws and Requirements;
 - (iii) the Tenant must pay on demand all Costs incurred by the Landlord and the Minister in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Landlord;
 - (iv) the Tenant must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Landlord produce for inspection by the Landlord copies of all such approvals and permits;
 - (v) on completion of the Proposed Work the Tenant must immediately obtain and produce to the Landlord, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Landlord that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Landlord.

11.6 Notice to Landlord of damage, accident etc

The Tenant must immediately give Notice to the Landlord of any:

- (a) damage however caused, accident to or defects in the Premises or the Services;
- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Tenant has actual or constructive notice;
- (c) any fault in the Services; or
- (d) Notice from any Authority.

12 PART 12 - ASSIGNMENT AND SUBLETTING**12.1 No disposal of Tenant's interest**

The Tenant must not without the prior written consent of the Landlord and the Minister:

- (a) assign, transfer, sub-let, grant any licence, mortgage, encumber, charge or part with or share the possession of or otherwise deal with or dispose of the Tenant's estate or interest in the Land or any part of the Land or the Premises;
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

12.2 Deemed assignment on change of shareholding

There is a deemed assignment under this Clause if the Tenant is a Corporation (other than an incorporated association) and there is any change in any of the following which results in a change in the effective control of the Tenant:

- (a) the membership of the Corporation or any holding Company of the Corporation;
- (b) the beneficial ownership of any shares in the capital of the Corporation or any holding Company of the Corporation; or
- (c) the beneficial ownership of the business or assets in the Corporation or part of it.

If any of these events occur then the Tenant must obtain the Landlord's written consent under this Clause. This does not apply in relation to the sale of shares in the Tenant or the Tenant's holding company that is listed on a recognised stock exchange.

12.3 Acceptance of Rent by Landlord

The acceptance by the Landlord of any Rent or other payment from any Person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the Authorised assignee or sub tenant.

12.4 S.144 excluded

Section 144 of the *Property Law Act 1958* does not apply to this Lease.

13 PART 13 - INSURANCE AND INDEMNITIES

13.1 Insurances to be taken out by Tenant

The Tenant must effect and maintain at the Tenant's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Tenant's liability under Clause 13.5. The policy must:
 - (i) be for an amount of not less than the Insured Sum or such higher amount as the Landlord may reasonably require in respect of any single occurrence; and
 - (ii) be on terms that the insurer waives all rights of subrogation against the Landlord;
- (b) insurance for the Premises and all Tenant's property for their full replacement value; and
- (c) any other insurance reasonably required by the Landlord.

13.2 Tenant's insurance obligations

The Tenant must:

- (a) ensure that all policies of insurance effected by the Tenant pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Landlord.
- (b) by 30 July in each year of the Term, produce to the Landlord a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

13.3 Non-vitiation of policies

The Tenant must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any Tenant's insurances or any condition of any insurance taken out by the Landlord of which the Tenant has been made aware in respect of the Premises or any property in or on it.

13.4 Exclusion of Landlord's liability

- (a) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant acknowledges that all property which may be in or on the Premises will be at the sole risk of the Tenant and the Landlord will not be liable for any Claim that the Tenant or the Tenant's Employees or any Person claiming by, through or under the Tenant may incur or make or any which arises from:

- (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or
 - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant agrees that the Landlord will not be responsible for and releases the Landlord, the Crown and the Landlord's Agents from liability in respect of any:
- (i) Claim relating to any property of the Tenant or any other Person in or on the Premises or any part of it however occurring; or
 - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

13.5 Indemnities

In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents and Officers and despite:

- (a) any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Tenant in respect of any obligation of the Tenant under this Clause,

the Tenant will indemnify and keep indemnified the Landlord, the Landlord's Agents and the Crown from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (i) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Tenant or the Tenant's Employees under this Lease or by the use of the Premises by the Tenant or by the Tenant's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (ii) the negligent or careless use or neglect of the Services and facilities of the Premises by the Tenant or the Tenant's Employees or any other Person claiming through or under the Tenant or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Tenant;

- (iii) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees or other Person claiming through or under the Tenant;
- (iv) failure of the Tenant to give Notice to the Landlord of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Tenant becoming aware of it; and
- (v) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees.

14 PART 14 - DAMAGE AND DESTRUCTION

14.1 Tenant to reinstate Premises

If the Premises or any part of them are at any time damaged or destroyed by any disabling cause then the Tenant must expeditiously re-instate the Premises and make them fit for the occupation and use by the Tenant as if it was Proposed Work.

14.2 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.1 to reinstate the Premises applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

14.3 Rent and Rates and Taxes

The Tenant must continue to pay the Rent and the Rates and Taxes even if the Premises are destroyed or damaged.

15 PART 15 - LANDLORD'S COVENANT

15.1 Quiet Enjoyment

If the Tenant pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Tenant may occupy and enjoy the Land during the Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in this Lease.

16 PART 16 - TERMINATION AND DEFAULT

16.1 Events of Default

The following are Events of Default:

- (a) if the Rent or any other money payable under this Lease is not paid within 30 days of the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease;
- (c) if the Tenant or the Guarantor are companies then if either the Tenant or the Guarantor:

- (i) enter into any compromise or arrangement with any of its creditors or if an application is made to any court for an order summoning a meeting of creditors; or
- (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
- (iii) is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution; or
- (iv) has a resolution passed by the directors that in their opinion the company can no longer continue its business; or
- (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
- (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
- (vii) has an inspector appointed pursuant to the *Australian Securities and Investments Commission Act 2001*; or
- (viii) is unable to pay its debts as and when they fall due; or
- (ix) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
- (x) has a provisional liquidator or a liquidator by any means appointed;
- (d) if any execution exceeding ten thousand dollars is issued, levied or enforced against the Tenant or the Guarantor or on any of the assets of the Tenant or the Guarantor unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- (e) if the Tenant or the Guarantor is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

16.2 Forfeiture of Lease

If an Event of Default occurs the Landlord may, without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other Person at any time re-enter into and upon the Land or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

16.3 Re-entry

The right of re-entry for breach of any covenant or condition to which section 146(1) of the *Property Law Act 1958* applies must not be exercised until the expiration of 30 days after the Landlord has served on the Tenant the notice required pursuant to that section.

16.4 Landlord may rectify

If the Tenant is in default under this Lease and fails to commence to rectify that default within 7 days of the Landlord notifying the Tenant in writing of that default and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

16.5 Waiver

- (a) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default;
- (b) A waiver by the Landlord of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default;
- (c) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Tenant of any covenant or condition of this Lease, other than the failure of the Tenant to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

16.6 Tender after determination

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Landlord's Costs of re-entry.

16.7 Essential terms

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:-

- (a) to pay the Rent;

- (b) to keep the Premises open for use;
- (c) to carry on the Permitted Use;
- (d) to comply with Laws and Requirements;
- (e) subject to this Lease, to repair and maintain and, if necessary, reinstate or demolish the Tenant's Improvements;
- (f) not to assign this Lease or sub-let the Land or any part of it;
- (g) to take out and keep current those insurances required to be taken out by the Tenant;
- (h) to pay or reimburse Rates and Taxes.

16.8 Damages for Breach

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

16.9 Repudiation by Tenant

- (a) The Tenant covenants to compensate the Landlord for any loss or damage suffered by reason of the Tenant's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Tenant's obligations under this Lease; or
 - (ii) breaching any Lease covenants.
- (b) The Landlord may recover damages against the Tenant in respect of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

16.10 Acts by the Landlord not to constitute forfeiture

The Landlord's entitlement to recover damages shall not be affected or limited if any of the following events occur:-

- (a) the Tenant abandons or vacates the Land; or
- (b) the Landlord elects to re-enter the Land or to terminate the Lease; or
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

16.11 Mitigation

Nothing in this Clause will operate to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

17 PART 17 - DETERMINATION OF TERM

17.1 Tenant to yield up

When this Lease ends the Tenant at its Cost, if required by the Landlord must remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord. If the Landlord does not require the Tenant to remove the Tenant's Improvements those improvements that have not vested in the Landlord by operation of Law will revert to and become the absolute property of the Crown (except for the Tenant's trade fixtures, fittings and chattels) without any payment or compensation.

17.2 Tenant to continue pay rent etc

If the Tenant is required to remove the Tenant's Improvements the Tenant must continue to pay the Rent, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

17.3 Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Land in the demolition and removal of the Tenant's Improvements.
- (b) If the Tenant causes any such damage in the demolition and removal of the Tenant's Improvements, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord and all Authorities.
- (c) If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the Cost of and as agent for the Tenant and recover from the Tenant the reasonable cost to the Landlord of doing so as a liquidated debt payable on demand.

17.4 Failure by Tenant to remove the Tenant's Improvements

If the Tenant fails to remove the Tenant's Improvements in accordance with this Clause or if the Landlord re-enters the Land, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:

- (a) demolish and remove the Tenant's Improvements; and
- (b) without being guilty of any manner of trespass, cause any of the Tenant's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- (c) treat the Tenant's property as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

17.5 Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- (a) indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's property, the cost of demolishing and removing the Tenant's Improvements that the Tenant was required to remove and also in respect of all Claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's property by reason of the Landlord acting in any manner permitted in this Clause; and
- (b) pay to the Landlord as a liquidated debt payable on demand any reasonable Costs incurred by the Landlord in exercising its rights pursuant to this Clause, including any excess of Costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 17.4 except to the extent caused by any negligent act or omission of the Landlord.

17.6 Condition at Termination

At the end of this Lease the Tenant must return the Premises to the Landlord in the condition required by this Lease.

17.7 Earlier breaches

The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

18 PART 18 – MISCELLANEOUS**18.1 Notices**

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:
 - (i) served personally
 - (ii) sent by facsimile transmission
 - (iii) forwarded by prepaid security post to the Tenant at its address in this Lease.
- (d) Any Notice required to be served on the Landlord shall be sufficiently served if:

- (i) served personally
- (ii) sent by facsimile transmission
- (iii) forwarded by prepaid security post addressed to the Landlord to the Name and Notice Address.

All such Notices must be addressed to the Landlord at that address or at such other address as the Landlord from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:-
 - (i) by post, two Business Days after the day it was posted;
 - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
 - (iii) personally, on the date of service.

18.2 Overholding

If the Tenant continues in occupation of the Land after the Term has expired without objection by the Landlord:

- (a) the Tenant will be deemed a tenant on the terms of this Lease from month to month for a period not exceeding the period permitted by the Act (if any) at a rent to be agreed and failing agreement at a rent to be determined by a qualified valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties;
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set-Off

If the Tenant defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Landlord or any Authority, the Landlord may set-off that amount against any moneys which may from time to time be payable by the Landlord to the Tenant on any account whatsoever but any set-off will not relieve the Tenant from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Landlord may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Land; or
- (b) support structures erected on adjoining land;

- (c) the provision of Services.

The Landlord must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Tenant under this Lease.

18.5 Guarantee

If a Guarantee and Indemnity is annexed to this Lease, the Tenant must on the same date as the execution of this Lease procure its execution by the Guarantors named in it and deliver the executed Guarantee and Indemnity to the Landlord. If that Landlord elects, this Lease will not take effect until the Guarantee and Indemnity has been properly executed by the Guarantors and delivered to the Landlord.

18.6 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

19 PART 19 – FURTHER TERM

19.1 Option for new lease

The Landlord must grant the Tenant and the Tenant must take a new lease for the next Further Term if:

- (a) the Tenant gives the Landlord a renewal Notice not more than six months or less than three months before the Term expires;
- (b) there is no unremedied default of which the Landlord has given the Tenant written notice;
- (c) the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant Notices of the defaults; and
- (d) the Tenant does not default under this Lease after giving the Landlord the renewal Notice.

19.2 Terms of new lease

The new lease will:

- (a) commence on the day after the Term expires;
- (b) be at an initial annual Rent from the commencement of the Further Term determined in the manner set out in this Lease and the Second Schedule; and
- (c) be on the terms and conditions contained in this Lease including any provision for the review of Rent but not including any provision for renewal if there are no Further Terms.

19.3 Execution of extension of lease

The Landlord and the Tenant, at the Landlord's option, must execute either a new lease or an extension of lease to be prepared at the direction of the Landlord and at the Tenant's Cost.

19.4 Guarantor to execute extension of lease or guarantee

- (a) If the Tenant is a corporation, then the Tenant must procure the Guarantor to execute a guarantee of the Tenant's obligations under the new lease.
- (b) The Landlord does not have to grant the new lease if the Tenant does not procure the Guarantor to execute the guarantee in accordance with the preceding sub-Clause.

20 PART 20 – BANK GUARANTEE**20.1 Tenant to provide Bank Guarantee**

If asked to do so by the Landlord, in order to secure the performance of the obligations of the Tenant under this Lease the Tenant must procure in favour of the Landlord a Bank Guarantee for the Guaranteed Sum. The following provisions apply to the Bank Guarantee:-

- (a) The Bank Guarantee will remain in force until the bank is notified in writing by the Landlord that it is no longer required.
- (b) The Bank Guarantee must be provided to the Landlord and come into effect on the Commencement Date;
- (c) If the Tenant is in breach of or fails to perform its obligations under this Lease the Landlord may, without prejudice to all other rights and remedies available to it, draw down the whole or any part of the Bank Guarantee and apply the proceeds drawn down to remedy or assist in remedying and to compensate the Landlord for that default and to assist the Landlord in exercising any or all of the Landlord's rights and remedies under this Lease;
- (d) If the Landlord is entitled to exercise any rights and remedies under this Lease the whole of the Bank Guarantee or such of it remaining may be drawn down and the amount deposited in an interest bearing bank account in the name and under the control of the Landlord and the amount together with interest applied to remedy or assist in remedying the default and to compensate the Landlord for the reasonable loss, cost, expense and damage resultant upon the Tenant's default and the Landlord having to exercise its rights and remedies and to assist in the exercise of any rights and remedies under this Lease;
- (e) The Bank Guarantee must require the bank to pay to the Landlord the Guaranteed Sum or such part of the Guaranteed Sum which has not already been paid to the Landlord without any form of deduction, counterclaim or set off whatsoever on receipt by the bank of a copy of a notice of default certified by or on behalf of the Landlord or its solicitors and without reference or regard to the Tenant or any communication or direction given by the Tenant to the bank to the contrary. The bank must have no responsibility to investigate the entitlement of the Landlord to terminate or seek specific performance of this Lease or demand the payment of any money under this Lease.

20.2 Return of Bank Guarantee

The Landlord must return the Bank Guarantee to the Tenant when this Lease comes to an end and the Tenant has no outstanding obligations under this Lease or liability or potential liability in damages for any breach or non-performance of any obligations under this Lease.

20.3 Assignment or sale does not affect guarantee

The Landlord will not be deemed to have waived or relinquished any right under the Bank Guarantee if the Tenant assigns this Lease. If that occurs, the Bank Guarantee will remain in full force and effect as if it had been provided by the assignee and it will be read accordingly. The Landlord may, as a condition of assignment, require the assignee to provide an equivalent replacement Bank Guarantee and if that occurs, the Landlord must return the Bank Guarantee provided by the Tenant assigning this Lease.

EXECUTED as a deed.

Signed on behalf of **COLAC OTWAY**)
SHIRE by the **Chief Executive Officer**)
pursuant to an instrument of delegation dated)
.....)

.....
Chief Executive Officer (Signature)

.....
Witness (Signature)

.....
Chief Executive Officer (Name)

.....
Witness (Name)

The **Common Seal** of **APOLLO BAY**)
FISHERMEN'S CO-OPERATIVE)
SOCIETY LIMITED was hereunto affixed)
in accordance with its constitution in the)
presence of:

.....
Director (Signature)

.....
Secretary (Signature)

.....
Director (Name)

.....
Secretary (Name)

MINISTERIAL ATTESTATION

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, Greg Leece, Regional Manager, Land and Built Environment, Barwon South West Region, in the Department of Environment, Land, Water and Planning, as delegate of the Minister for Energy, Environment & Climate Change hereby:

- Consent to the grant of this lease;
- Approve the covenants, exceptions, reservations and conditions contained therein;
- Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

Greg Leece
Regional Manager
Land and Built Environment
DELWP Barwon South West Region

SCHEDULE 1

1	LANDLORD:	Colac Otway Shire (ABN: 32 430 819 755)
2	TENANT:	Apollo Bay Fishermen's Co-operative Society Ltd (ASIC Registration No: G0000027H)
3	LAND:	All that land containing approximately 668 square metres as indicated by red border on the attached plan (AP/27.5.16) in Appendix One forming portion of Apollo Bay Port Foreshore Reserve.
4	COMMENCEMENT DATE:	1 August 2020
5	TERM:	21 Years
6	RENT:	TBA per annum including GST payable annually in advance. The Rent shall be revised on the Rent Review Dates in accordance with the Schedule 2.
7	PERMITTED USE:	Fish freezing works and disposal to members of fishing requisites and the preparation, cooking and sale of seafood and associated food products for takeaway or on site consumption.
8	FURTHER TERM:	Nil
9	GUARANTEED SUM:	Not Applicable
10	REVIEW DATE(S):	On the third anniversary of the commencement date and then every three years thereafter throughout the term of the lease.
11	NAME AND NOTICE ADDRESS:	Landlord: Colac Otway Shire PO Box 283 Colac, Victoria, 3250 Tenant: Apollo Bay Fishermen's Co-operative Society Ltd 2 Breakwater Road Apollo Bay, Victoria, 3233
12	INSURED SUM:	\$10 Million
13	RESERVATION:	Portion of Allotment 20, Section 2, Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by Order in Council of 15 December 1998.

- 14 PAYMENT ADDRESS:** Colac Otway Shire
PO Box 283
Colac, Victoria, 3250
- 15 LANDLORD'S IMPROVEMENTS:** Nil
- 16 TENANT'S IMPROVEMENTS:** Building and fixtures

DRAFT

SCHEDULE 2

(RENT REVIEW)

The Landlord may review the annual rent on each Review Date as follows;

- 1 Not earlier than three months before the Review Date and not later than sixty days after the Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof.
- 2 Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
- 3 Within twenty eight days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent will be the new rent as proposed in the Landlord's notice.
- 4 If within thirty days from the lodgment with the Landlord of the Tenant's rent valuation the Landlord and the Tenant are unable to agree on the new rent and a conference of the Landlord's and Tenant's valuer's has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Australian Property Institute (the **nominated valuer**) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
- 5 The decision of the nominated valuer will be final and binding and the nominated valuer's costs and fees must be paid by the parties equally.
- 6 Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
- 7 After the new rent is determined the Tenant must pay the difference if any between the amount of the new rent paid since the date fixed for review.

Method of Determination:

- 1 In determining a new rent for the Premises the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
 - (a) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
 - (b) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
 - (c) the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value.
 - (d) The length of the Term and the period between rent reviews.
 - (e) The terms and obligations of the Lease.

- (f) The Permitted Use.
- (g) The rental of comparable premises
- (h) Rents paid to the Tenant under any sub leases or licences

but must disregard the value of any improvements on the Land regardless of who owns those improvements.

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SCHEDULE 3

FURTHER OBLIGATIONS

1. Shelter

- 1.1 A new or existing shelter constructed at this property is for shared public use.

2. Operation Requirements

- 2.1 On request the Lessee is required to present the Lessor with relevant operating and testing requirements for machinery, operating licences, staff training, Occupational Health and Safety procedures and certification of staff, fuel facility and machinery and any other information relevant to the safe and compliant operation of the facility.

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APPENDIX ONE**(PLAN OF LAND)**

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COLAC OTWAY SHIRE

LICENCE

CROWN LAND (RESERVES) ACT 1978

Section 17B and Section 17BAA

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee HEREBY AUTHORISES the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the Crown *Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

LICENSOR

Signed on behalf of **COLAC OTWAY SHIRE** by:

.....
Chief Executive Officer (Signature)

.....
Chief Executive Officer (Name)

LICENSEE

The Licensee hereby agrees to comply with the terms and conditions of this licence.

Signed on behalf of **Apollo Bay Fishermen's Co-operative Society Limited** by:

.....
Director (Signature)

.....
Secretary (Signature)

.....
Director (Name)

.....
Secretary (Name)

Approved by: (Name) (Signature)

(as delegate of the Minister for Energy, Environment and Climate Change)

Date:

NOTE:

- | | |
|----------|---|
| 1 | <i>This licence is not valid until it has been approved by the Minister for Energy, Environment and Climate Change or the Minister's delegate.</i> |
| 2 | <i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i> |

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SCHEDULE

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APPENDIX 1 - PLAN

SCHEDULE

ITEM

- | | | |
|-----------|--|--|
| 1 | Licence Number: | DELWP Ref: 2022104 |
| 2 | Licensor: | Colac Otway Shire
(ABN: 32 430 819 755) |
| 3 | Licensee: | Apollo Bay Fishermen's Co-operative Society Limited
(ASIC Registration No: G0000027H) |
| 4 | Licensee's Address: | 2 Breakwater Road, Apollo Bay, Victoria, 3233 |
| 5 | Commencement Date: | 1 August 2020 |
| 6 | Term: | 21 Years |
| 7 | Licence fee: | \$116.35 per annum plus GST |
| 8 | Payable: | Annually in advance. |
| 9 | Reservation description: | Portion of Allotments 20, 23, 23A and 23B, Section 2, Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by various Orders in Council. |
| 10 | Licensed premises: | The lands indicated by blue border (excluding the Lease Area) on the attached plan (AP/27.5.16) in Appendix 1 forming portion of Apollo Bay Port Foreshore Reserve. |
| 11 | Area: | Approximately 1735 square metres |
| 12 | Powers under which licence granted: | Section 17B & 17BAA of the <i>Crown Land (Reserves) Act 1978</i> . |
| 13 | Specified Purposes: | Car Park Area, Viewing Deck and Fuel Facility. |
| 14 | Amount of Public Liability Insurance: | \$20 Million |
| 15 | Licensor Address: | PO Box 283, Colac, Victoria, 3250 |
| 16 | <u>RELATED LEASE DETAILS:</u> | |
| | Lessor: | Colac Otway Shire |
| | Lessee: | Apollo Bay Fishermen's Co-operative Society Limited |
| | Commencement Date: | 1 August 2020 |
| | Lease Term: | 21 Years |
| | Lease Purpose: | Fish freezing works and disposal to members of fishing requisites and the preparation, cooking and sale of seafood and associated food products for takeaway or on-site consumption. |
| | Description of Leased land: | |
| | | The land containing approximately 668 square metres as indicated by red border on the attached plan in Appendix 1 forming portion of Apollo Bay Port Foreshore Reserve, being part of Allotment 20, Section 2, |

Township of Apollo Bay, being Crown land temporarily reserved for Public Purposes by Order in Council of 15 December 1998.

17 Licence Special Conditions:

- 17.1** Termination of Lease - if the Lease described in Item 16 of the Schedule, is terminated or surrendered this Licence will also terminate on the same date the Lease is terminated or the Lease surrender is effective.
- 17.2** The Licensee will if it hasn't already, enter into a maintenance agreement with the Licensor in respect to the public viewing deck.
- 17.3** The Licensee will reasonably prevent patrons throwing rubbish or debris over the fence from the viewing deck.
- 17.4** The Licensee complies with the Port of Apollo Bay, Safety and Environment Management Plan (SEMP), Coastal Management Plan, Environment Protection Authority (EPA), Waste and Disposal Management Plan (EPA) and Australian Emergency Marine Pest Plan (EMPlan).
- 17.5** The Licensee complies with Council Local Law No 2 Sec 140 that states, 'the owner or occupier of premises must not place or deposit any garbage, recyclables, organic waste, or other waste material of any kind which has been generated in or from that premises in a public waste bin'.

18 Operate Marine Fuelling Installation

- 18.1** The design requirements for the installation in accordance with those approved by Colac Otway Shire are to be complied with throughout the life of the Installation and no alteration shall be made to the Installation by the Licensee without prior written consent of the Colac Otway Shire.
- 18.2** The Licensee acknowledges that it is acquainted with the Covenants that it shall comply with during the term of the Permit and any renewal thereof comply with all statutes, regulations, by-laws applicable to the Installation, and the Australian Standard 1940 – 2004: The storage and Handling of Flammable and Combustible Liquids, as amended from time to time, except where the Permit conditions vary from it.
- Pollution of waters of Oil and Noxious Substances Act 1987
 - Pollution of Waters of Oil and Noxious Substances (Amendment) Act 2013
 - Pollution of Waters of Oil and Noxious Substances Regulation
 - Marine (Drug, alcohol and pollution Act 1988 No 52
 - Marine (Domestic Commercial Vessel National Law Application) Act 2013 No. 36
 - Marine (Domestic Commercial Vessel National Law Application) (Prescribed Information on Forms) Regulations 2013 No. 100
 - Marine (Drug, Alcohol and Pollution Control) Act 1988 No. 52
 - Marine (Drug, Alcohol and Pollution Control) Regulations 2012 No. 46
 - Marine Safety Act 2010 No. 65
 - Marine Safety Legislation (Lakes Hume and Mulwala) Act 2001 No. 74
 - Marine Safety Regulations 2012 No. 45
 - Environment Protection Act 1970 No. 8056 Environment Protection (Ships' Ballast Water) Regulations 2006 No. 59
 - Dangerous Goods Act 1985 No. 10189 All other relevant Act's

Any statutory modifications or re-enactment of these Acts or any statutory provision substitute therefore and all by laws regulations and other statutory instruments issued thereunder.

The Licensee agrees to minimise the risk of a spillage into the water at all times.

- 18.3** The General Conditions of Permit shall not impose nor shall they be ensued as imposing any responsibility on the Crown or the Colac Otway Shire regarding the adequacy of correctness of the design, construction or maintenance of the Installation or its effectiveness for the purpose for which it was designed.

- 18.4** If a permit is granted to the Licensee they shall thereupon provide to the Colac Otway Shire certificates from the insurer as to the currency of such policies and shall at their expense maintain in full force and effect during the currency of the Permit and amounts as the Colac Otway Shire may from time to time nominate in writing. The said insurance policies shall contain a clause stating that the Lessee shall not cancel or change the insurance cover without first providing the Lessee 14 days prior to written notice.
- 18.5** If the Licensee fails to comply with the provisions of this condition or if the said insurance policies are cancelled or changed without the Licensee's approval, the permit issued to the Licensee shall lapse.
- 18.6** The Licensee shall at all times during the currency of the Permit or any renewal thereof maintain and keep the installation in good order and condition and to the satisfaction of the COS. The Licensee shall at their expense carry out repairs when called upon to do so by the COS.
- 18.7** The Licensee shall during the currency of the Permit or any renewal thereof keep the pipelines and any other equipment free from leakage and gas tight, and pressure test pipelines and hoses in accordance with the Australian Standard 2885.5 - 2012 (SAA Code of Field Pressure Testing of Pipelines). The electrical bond between the delivery nozzle and earth shall be tested annually by the Licensee. The results of all tests shall be recorded in register kept by the Licensee which shall be available for inspection by Colac Otway Shire.
- 18.8** The Licensee covenants and agrees with the COS to make known to their employees, servants, agents and contractors who work in the area in which the installation is located the position of the fuel pump 'Master Switch' on the installation.
- Notices with red lettering of not less than 50mm high, on a white background, stating:
- a) 'Fuel Pumps Master Switch'
 - b) 'Fuel Pumps Emergency Stop Switch'
- Shall be maintained and erected by the Licensee so that they are clearly readable at all times.
- The Licensee shall ensure that the fuel pumps 'Master Switch' bear the words 'ON' AND 'OFF' in bold lettering to indicate the appropriate position and be locked in the 'OFF' position when not in use.
- 18.9** The Licensee covenants and agrees with the Colac Otway Shire that:
- a) Fire-fighting equipment approved by the CFA shall be located at the dispenser and tank filling point of the installation and be kept ready for immediate use;
 - b) All of the Licensee's employees, servants, agents and contractors who work in the area in which the installation is located shall be trained in the use of the fire-fighting equipment;
 - c) To arrange for the regular maintenance and annual inspection and certification of the said equipment by the local Fire Brigade or an approved contractor.
- 18.10** The Licensee shall ensure that vessels not actually engaged in fuelling do not remain alongside the fuelling berth or berths of the Installation or within 10 metres thereof without a person in charge being on board the vessel.
- 18.11** The Installation shall be so maintained and used in such a manner that no obstruction is caused to the public.
- 18.12** The Licensee shall during the currency of the permit and any renewal thereof be solely responsible for the operation of the Installation and shall not transfer or assign or purport to transfer or assign any or all of its right and privileges pursuant to the Permit without prior written consent of Colac Otway Shire.

- 18.13** The Licensee shall before the fuel installation is commissioned submit for approval to the Colac Otway Shire written procedures as required in AS 4987-2008 – Operations. These procedures shall during the currency of the permit be reviewed and updated.

19 Filling Fuel Storage Tanks

19.1 When filling the installation fuel storage tank with fuel the Licensee operative shall ensure their employees servants, agents and contractors that:

- a) The fuel storage tank is capable of receiving the quantity of fuel proposed to be delivered into it before commencing the filling thereof and that the hose from the tank vehicle is securely connected to the correct filling point and free from leakage;
- b) Replenishment is carried out only between the hours of sunrise and sunset except where prior written consent is given by the Colac Otway Shire in writing and lighting is provided by the Licensee to the satisfaction of the Colac Otway Shire;
- c) During filling operations no apparatus or appliance capable of igniting the fuel is placed within 3 metres of the filling point and that the engine of the tank vehicle is shut off;
- d) No flammable liquid having closed cup flash point of less than 60 degrees Celsius shall be placed in a fuel storage tank intended for distillate fuel.

20 Fuelling Vessels

20.1 The Licensee shall ensure that liquid from a fuel storage tank shall only be dispensed by a person who is trained to operate the Installation and to use the fire-fighting equipment and that such person ('the operator') shall:

- 20.1.1** Remain near the dispenser while the fuel is being pumped
- 20.1.2** Determine before fuelling commences that:
- 20.1.3** The quantity of fuel to be taken on board is known;
- 20.1.4** All passengers have disembarked from the vessel;
- 20.1.5** All engines, motors and fans have been shut off, and all naked lights on galley stoves, refrigerators and the like have been extinguished;

20.2 Ensure that during fuelling operations:

- 20.2.1** There is no smoking within 3 metres of a dispenser and outlet;
- 20.2.2** The fuel delivery nozzle is put in contact with the fuel pipe before the flow of fuel is commenced and this contact is maintained until the flow has stopped;
- 20.2.3** The tanks are not overfilled (minimum of 2% of the tank space should be allowed for expansion) and that after fuel flow has stopped, the fuel cap is tightly secured and any spillage is wiped up completely.

Note: The Colac Otway Shire requires that, should it appear that any of these conditions will not be met; the Licensee shall cause the operator to cease fuelling and refuse to continue until they are met.

20.3 When fuelling is completed, the Licensee shall cause the operator to ensure that:

- 20.3.1** The pump 'Master Switch' is locked on the 'OFF' position;
- 20.3.2** The installation is locked in such manner that it is adequate to prevent vandalism

21 Licence to Operate

21.1 The Licence may be suspended at any time if the Colac Otway Shire determines that the Licensee, its employees, servants, agents or contractors have breached a condition of this Licence. The suspension will not be lifted until the Colac Otway Shire is satisfied that the Licensee has rectified the breach in question.

- 21.2 The installation must be removed by the Licensee, at their own expense, on the termination or lapse of a Licence or upon withdrawal of the right of occupancy to the land or structure upon which the installation is constituted. The site must then be cleared to the satisfaction of the Department of Environment, Land, Water and Planning. And Colac Otway Shire within 3 months.
- 21.3 No compensation will be payable to the Licensee by the Colac Otway Shire or the Crown if a Permit lapses or is terminated or withdrawn pursuant to these Special Conditions.

LICENCE CONDITIONS

1 Grant

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 Licensee's Obligations (Positive)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 Licence fee

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 Rates and Taxes

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 Indemnity

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 Public Liability Insurance

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 Maintenance

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed premises free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 Fire Protection Works

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 Condition at Termination

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

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2.8 ***Notice of Defects and other matters***

- 2.8.1** Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2** Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3** Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4** At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 ***Compliance with Law***

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 ***Arrears and Interest***

2.10.1 Pay to the Licensor:-

- 2.10.1.1** on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the ***Penalty Interest Rates Act 1983*** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2** on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 ***Further Conditions***

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 ***Licensee's Obligations (Negative)***

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 ***Use of Licensed premises***

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 ***Create nuisance***

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 ***Allow rubbish***

Permit any rubbish to accumulate in or about the licensed premises.

3.4 ***Hazardous Chemicals***

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 ***Assignment***

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 ***Licensor's Entry***

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1** retaking or attempting to retake possession of the licensed premises;
- 3.6.1.2** inspection; or
- 3.6.1.3** any other lawful purpose.

3.7 ***Void insurance***

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 ***Erection of Improvements***

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 ***General Conditions***

4.1 ***Termination upon Default***

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 ***Termination without Default***

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 ***Ownership of Improvements***

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 ***Licensee's Chattels***

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 ***Licensor may remove and dispose of Licensee's chattels***

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detainue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 ***Licensor's Agents***

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 ***Notices***

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 ***Debt recovery***

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 ***Additional Approvals***

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Environment, Land, Water and Planning or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Environment, Land, Water and Planning or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Item: 10.6

MAV WorkCare Scheme Participation

OFFICER	Marni Young
GENERAL MANAGER	Errol Lawrence
DIVISION	Corporate Services
ATTACHMENTS	Nil
PURPOSE	To provide Council with a summary of the MAV WorkCare Scheme and recommendation to join; commencing with the scheme on 1 November 2020.

1. EXECUTIVE SUMMARY

Council is positioned with the opportunity to join the MAV WorkCare scheme commencing 1 November 2020. The scheme was initiated in 2017 to provide a tailored approach to claims and safety management in the local government sector. It offers long term benefits in premium stabilisation and improved safety culture for Council which have been discussed in detail during meetings with MAV, relevant officer and the Executive Management Team. It is through these discussions, and thorough consideration of the benefits and financial impact, that officers recommend Council join the scheme.

2. RECOMMENDATION

That Council register commitment to participate in the MAV WorkCare Scheme commencing on 1 November 2020 for an initial 4-year period.

3. KEY INFORMATION

MAV WorkCare is a division of the Municipal Association of Victoria which was established to manage a self-insured workers' compensation scheme for the Victorian local government sector.

In 2017, WorkSafe Victoria granted a three-year self-insurance WorkCover licence to the MAV, and on 1 November 2017 31 members joined.

Self-insurance enables large employers to opt out of the traditional premium-paying WorkCover scheme and manage their own workers' compensation claims. In order to achieve self-insurance status, the MAV needed to satisfy strict "fit and proper" requirements, including demonstrating that the scheme is financially sustainable and equipped with the required "know how" across safety, return to work and claims management. Other self-insurers in Victoria include Wesfarmers, Woolworths, BHP, Toyota, Crown Resorts and Ford.

Due to some uncertainty about the scheme when it commenced in 2017, Colac Otway Shire made the decision not to join at this time; instead committing to follow its progress and obtain feedback from those Councils who did join at the beginning. The scheme has matured in its approach to meeting WorkSafe licencing conditions and Colac Otway Shire now has the opportunity again to join the scheme as of 1 November 2020 for a four-year period.

Council officers, including the Executive Management Team, have met with representatives from MAV WorkCare to discuss this opportunity in detail and thoroughly consider the impact of becoming a member. The services provided under the scheme are customised to local government, enabling enhancement in the sophistication, quality, relevance and effectiveness of OH&S, return to work and risk management practices across the membership and sector.

WorkCare member benefits:

- Claims management services that include:
 - end-to-end claims management aimed at early intervention, sound injury management and sustainable return to work;
 - exclusive and contemporary members centre;
 - legal, private investigation and occupational rehabilitation and independent medical examination services via a dedicated panel of providers;
 - scheme-specific training programs focused on claims management and return to work.
- A local government OHS management system comprising of:
 - model procedures;
 - templates;
 - plans;
 - checklists;
 - guidance notes;
 - programs focused on OHS prevention programs that are tailored to address specific OHS issues, trends and events across the membership, as well as regular news and industry updates.

Premium stabilisation achieved by:

- Capping of 15% premium increases (currently 30% through WorkSafe agents), and collaring of 5%.
- An OHS Improvement Program comprising of:
 - change management leadership, coaching and support;
 - OHS training related to the implementation of the OHS Improvement Program;
 - regular member forums and workshops held in city and regional locations;
 - access to Regional Risk Consultants (RRCs);
 - strategic and technical OHS advice and coaching for leadership and OHS staff
 - auditing and reporting.

It is important to recognise that there is still a considerable amount of additional work required in order to satisfy the self-insurance standards expected by WorkSafe under their National Audit Tool ('NAT'). There are three types of audits that occur under the scheme, with one of the following conducted in any one year. These include:

- Worksafe audits. These are undertaken as part of licence renewal and are conducted by auditors from Worksafe, they are not part of the enforcement arm of Worksafe, but they do have the power to call an inspector. This is the same right as any HSR.
- SISAP (Self Insurance Self Audit). These are required under the licence and are currently conducted by an external Company.
- MAV/JLT audits. These are currently in planning with the scope yet to be determined.

To support and assist with safety improvement deliverables, Council would also be assigned an RRC (Regional Risk Consultant) provided as part of membership in the scheme. The RRC can assist with developing processes, delivering training and coaching others in safety, inspections and observations. It is not expected that any additional OH&S resourcing be required upon commencement with the scheme, although audit outcomes may drive increased workload and pressure in future. Resourcing will continue to be reviewed as required.

There is little doubt about the benefits of joining the scheme from a safety improvement perspective. The approach to safety improvement becomes a collaborated one; sharing knowledge across the sector and implementing consistent, tried and tested processes. Under the scheme, safety performance is measured and reported more frequently and there is accountability in achieving improved performance.

While the primary objective of joining the scheme is to take advantage of the mutual arrangement to improve Council's safety and return to work practices, there is also long-term financial benefits. Over recent years Council has experienced a significant increase in long term claims which has negatively impacted premium. Under the current arrangement with Worksafe, Council's premium is calculated considering the following 5 factors:

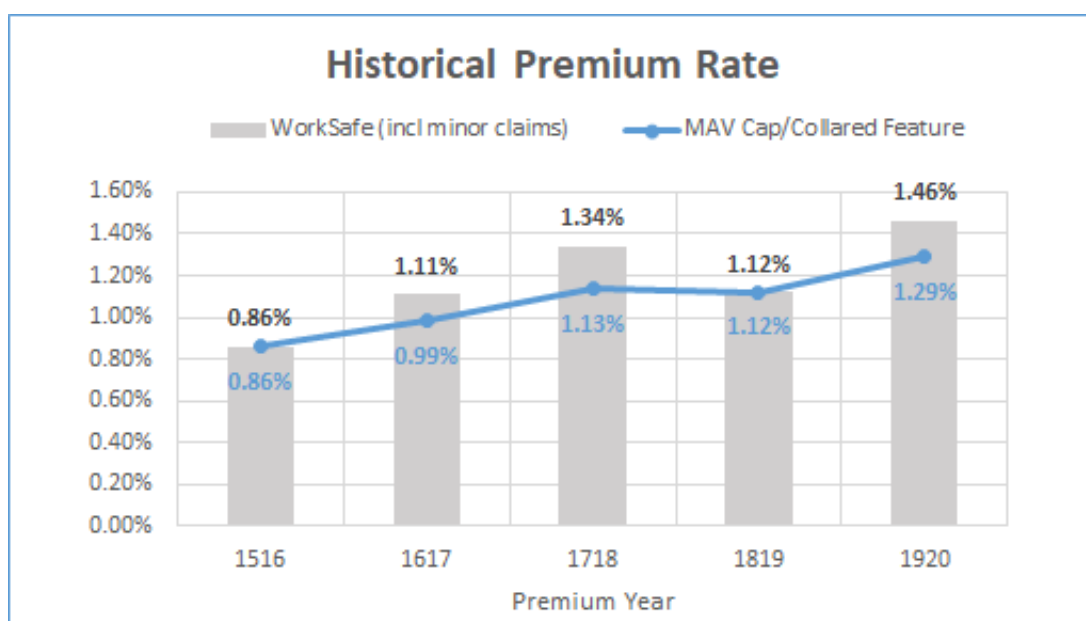
1. Remuneration – workers' pay and other benefits.
2. Industry classification – the category the workplace fits in, determined by the goods and services provided.
3. Business – if total wages are less than \$200,000 a year, premium is based on the industry average. If the company's total wages are above that amount, pay is based on industry average *and* claims history.

4. **Capping** – A limit of 30% is placed on premium rate increases to protect businesses from premium rate fluctuations. If the business changes industries, this limit is not used and the rate will be uncapped. Importantly, the cap is placed on the premium rate for your industry, not on the amount of premium you pay.
5. **Buy-outs** – in most instances a business is responsible for the first 10 days of an employee's claim. However, you can remove this amount by paying a 10% increase in premiums.

In 2019/20 Council's premium rate increased by the maximum 30% cap under WorkSafe, from 0.93% to 1.20%. This resulted in an \$80k increase in the total premium. Under the MAV WorkCare Scheme the maximum rate increase is capped at 15% (instead of 30%) as part of their cap and collar policy which is designed to 'stabilise' annual premiums. The collar is set at 5%, which means Council's rate will not decrease by more than 5% also.

If Council were to join the scheme on 1 November 2020, we would inherit the WorkSafe premium rate for the remainder of 2020/21 (approx. 1.46%). MAV WorkCare would then set the premium rate for 2021/22 and would rely on claims data to 30 June 2020. The 2020/21 rate then acts as a base for capping/collaring for 2021/22. In short, Council's premium would not be any different than with WorkSafe in the initial year of membership, thereon, Council's premium rate can only increase by 15%.

As an illustration, please refer to the below graph depicting a 15% cap and 5% collar applied to Colac Otway's premium rate (see blue line).



Note: A 10% increase to WorkSafe's premium rate is applied to account for minor claims.

Indicative rates at the time of writing this report suggest the rate with MAV may be higher than WorkSafe. This is important to consider, however Council's commitment to joining the scheme should be a decision based on the services offered and the potential for increased safety performance over time, rather than any short-term financial savings. In time, with support and commitment to improving safety practices, injuries and subsequent claims should lessen and be reflected in reduced, stabilised premiums.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Not applicable

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 4 - Our Leadership & Management

3. Organisational development and legislative compliance.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Not applicable

LEGAL & RISK

Workers' compensation is a mandatory statutory insurance which is currently provided through five WorkSafe Agents and 40 Self-insurers including MAV. The MAV WorkCare Scheme commenced on 1 November 2017 under a three-year WorkSafe Victoria licence. MAV submitted a renewal application to WorkSafe on 13 March 2020 and have confirmed that they anticipate a response from WorkSafe by end of August. MAV MET with WorkSafe on the 12 March 2020 as part of their regular meetings and are confident in a successful renewal application.

Self-insurers are subject to closer WorkSafe reporting and oversight compared to WorkSafe Scheme employers with an ongoing requirement to be fit and proper which incorporates:

- Solvency and prudential requirements I.e. guaranteeing of liabilities.
- Claims and return to work systems, processes and resources.
- OHS management system conformance to the National Audit Tool ("NAT").
- Separate WorkSafe approval where a third-party agent (I.e. JLT) is used.

Considering the above, there is very little risk in Council making a four-year commitment to the scheme.

FINANCIAL & BUDGETARY

If Colac Otway were to join the scheme on 1 November 2020, we would inherit the WorkSafe premium rate for the remainder of 2020/21 (approx. 1.46%). MAV WorkCare would set the premium rate for 2021/22 and would rely on claims data to 30 June 2020.

The 2020/21 rate then acts as a base for capping/collaring for 2021/22. Premium rates are currently capped at 15% (as opposed to WorkSafe at 30%) and collared at 5%.

Actual cap and collars for future years are yet to be determined and may not be equal to 15% and 5%.

Consideration should be given to the potential of any future resourcing required to meet compliance prescribed by WorkSafe Victoria. The Risk and OH&S Team is currently a 1.5 FTE resource, which in future, may not be adequate to gain the most benefit from Council's membership in the scheme. Council has budgeted \$255k for the 2020/21 WorkCover premium. This budget is set based on percentage of wages with no material change in the rate assumed.

7. IMPLEMENTATION STRATEGY

Upon Council providing formal commitment to join the scheme, comprehensive onboarding will commence prior to commencement on 1 November 2020. The onboarding includes:

- Claims transitioning working closely with WorkSafe Victoria's agents;
- Premium reconciliation to ensure that new members are not penalised/out-of-pocket;
- OHS management system gap assessment and remedial action plan; and
- General service plan – claims management and return to work.

COMMUNICATION

Formal communication with any staff on active WorkCover claims would need to occur prior to 1 November 2020 to advise them of the changes and new contact information.

TIMELINE

Formal commitment to the scheme should occur immediately following endorsement from Council. This will allow adequate time for onboarding prior to officially commencing with the scheme as of 1 November 2020.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Item: 10.7

Amendment C90cola - Consideration of Planning Panel report and approval of Amendment

OFFICER	Sean O’Keeffe
GENERAL MANAGER	Ian Seuren
DIVISION	Development & Community Services
ATTACHMENTS	<ol style="list-style-type: none"> 1. C90 Panel Report [10.7.1 - 31 pages] 2. Land Subject to Inundation Schedule [10.7.2 - 2 pages] 3. Floodway Overlay Schedule [10.7.3 - 2 pages] 4. Map 1 [10.7.4 - 1 page] 5. Map 2 [10.7.5 - 1 page] 6. Map 3 [10.7.6 - 1 page] 7. Map 4 [10.7.7 - 1 page] 8. Map 5 [10.7.8 - 1 page]
PURPOSE	To consider the Planning Panel’s report on Amendment C90 and to resolve to refer the Amendment to the Minister for Planning for approval.

1. EXECUTIVE SUMMARY

Council considered submissions received to the public exhibition of Amendment C90 (Deans Creek and Barongarook Creek Flood Study 2017) at its 28 August 2019 Ordinary Meeting. At this meeting Council resolved to refer all submissions for consideration by an Independent Planning Panel appointed by the Minister for Planning.

The Panel conducted a public hearing on 30 January 2020, and considered all submissions received. Three submitters attended the Panel Hearing.

Council has now received the completed Panel report. The Panel supports Amendment C90 and recommends that the Amendment be adopted with changes that reflect Council’s previously endorsed position. Council must now consider the Panel report and resolve to adopt the Amendment with or without changes or abandon the Amendment.

It is recommended that Council adopt the Amendment with changes and submit it to the Minister for Planning for approval.

2. RECOMMENDATION

That Council:

- 1. Note the extensive community consultation undertaken in the preparation of Deans Creek and Barongarook Creek Flood Study and Amendment C90;***
- 2. Pursuant to section 27(1) of the Planning and Environment Act 1987, consider the Amendment C90 Panel report received;***
- 3. Adopt the Deans Creek and Barongarook Creek Flood Study (August 2017);***
- 4. Pursuant to section 29(1) of the Planning and Environment Act 1987, adopt Amendment C90 in full, with changes;***
- 5. Pursuant to section 31(1) of the Planning and Environment Act 1987, submit Amendment C90 to the Minister for Planning for approval;***
- 6. Pursuant to section 35(1) of the Planning and Environment Act 1987, request the Minister for Planning approve Amendment C90 with changes.***

3. KEY INFORMATION

Colac Otway Planning Scheme Amendment C90 seeks to implement the findings of the *Deans Creek and Barongarook Creek Flood Study (August 2017)*. The Amendment is the culmination of the combined efforts of Council, the Corangamite Catchment Management Authority (CCMA) and the Department of Environment Land Water and Planning (DELWP) since 2015. It involved extensive investigations on the potential for flooding in Colac, Elliminyt and surrounds.

In October 2017, Council resolved to place Amendment C90 on public exhibition for a period of six weeks. A total of 23 submissions were received during the exhibition period. The submissions revolved around several key themes. These ranged from disputing the flood mapping accuracy, concerns over land values and insurance premiums, concerns regarding the ability to develop or improve land in the future, comments that recent development is exacerbating flooding in Colac and Elliminyt, and an overall lack of maintenance of waterways and lack of investment in Council's drainage networks. Several submissions generally supported the Amendment.

At its meeting on 28 August 2019, Council resolved to consider all submissions received, amend the exhibited flood mapping and Land Subject to Inundation Schedule (Attached) and refer any unresolved submissions to an Independent Planning Panel.

A Panel Hearing was subsequently held on 30 January 2020 in Colac. Three submitters and the CCMA attended the hearing. The final Panel report was forwarded to Council on 4 March 2020 (Panel report attached).

In summary, the Independent Panel fully supports Amendment C90 and recommends that it be adopted as exhibited, subject to the changes previously endorsed by Council.

The Independent Panel noted that Council had worked closely with the CCMA to prepare the post exhibition changes to the Land Subject to Inundation (LSIO) Schedule and the CCMA submitted that they endorsed these changes. The Panel accepted that the changes to the post exhibited LSIO Schedule will decrease the planning permit burden on applicants and authorities, whilst delivering on strategic flood protection outcomes.

The Panel considered the Amendment to be well-founded and strategically justified and noted that the Amendment involved comprehensive background work by Council leading to the flood mapping proposed as part of the planning controls of Amendment C90. This also included detailed consultation with the community. The Panel further noted the undertaking by both Council and the CCMA to resolve the submissions received, and that the permit exemptions proposed by Council will reduce the burden of planning permit applications whilst enabling orderly planning outcomes regarding flood protection.

The Panel concludes that the introduction of the Flood Overlay (FO), post exhibition LSIO Schedule and updated mapping will provide certainty and greater clarity to permit applicants at the outset of the land development process and ensures that new developments respond appropriately to flood issues.

4. COMMUNITY CONSULTATION & ENGAGEMENT

The local community was consulted in the preparation of the *Deans Creek and Barongarook Creek Flood Study 2017* and their comments were incorporated into the Study.

Amendment C90 was placed on formal public exhibition from 29 January to 9 March 2018. The Amendment was advertised in the local newspaper and on Council's website. All affected landowners were directly notified by Council in writing.

As part of the formal exhibition process, and as resolved by Council, community information sessions were held on 12 and 15 February 2018. Staff from Council's planning and infrastructure department and CCMA officers attended and provided advice at these sessions. Approximately 120 interested persons attended the sessions.

Submitters to the Amendment were directly contacted by Council officers and encouraged to discuss their specific concerns after the exhibition period. Council and CCMA officers also met on-site with submitters.

A Planning Panel Hearing was conducted on 30 January 2020. All submitters were invited to attend the hearing and present to the Panel. Three submitters attended the Panel hearing.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 1- Our Prosperity

1. Plan infrastructure, assets and land use with a long-term vision for economic growth.
2. Support a thriving economy and industries.
3. Strengthen partnerships with key stakeholders to benefit the whole community.

Theme 2 - Our Places

2. Our places are managed for long-term sustainability.
4. Leadership in natural environment through good management practices.
5. Emergency management is coordinated locally and on a regional basis

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Environmental

By accurately reflecting the flood risk areas in the Planning Scheme, Amendment C90 protects designated flood paths and riverine areas from inappropriate development and encroachment from other activities. It also contributes to minimising flood risks to people, assets and properties.

Social and Cultural

The Amendment will have indirect implications to the Colac community by protecting communities and public and private assets from flood risks/damage. It may impose planning controls over some land currently not impacted by controls, which will influence the way in which development can occur on that land in future, and for others it may remove the current permit controls, benefitting those owners.

Economic

While there are no direct economic implications of the Amendment, the updated flood controls in Colac are considered to have indirect economic benefits to the local economy. The revised flood mapping combined with proposed streamlined changes to the planning controls will reduce planning permit triggers within the LSIO. This will facilitate minor developments without needing to go through planning permit processes, which saves money and time for developers. Furthermore, the removal of the LSIO from areas that are not affected by flooding will allow those areas to be developed to their capacity as allowed by respective zone and overlay controls.

With respect to property values, research suggests that where such controls have been introduced elsewhere, there is little evidence of any significant financial impact. However, it should be noted that impacts on property values cannot be considered in decisions on planning matters, instead the focus must remain on the planning merits of the Amendment. Council has a duty to apply the flood-based overlays to areas where it is aware that flooding could occur.

LEGAL & RISK

Council has an obligation to the community to ensure that its planning controls accurately reflect risk. If Council does not pursue the mapping update, it could result in risks for Council and the community. For instance:

1. People could buy land that they later learn has limited development potential.
2. People could sell land, believing that the development potential is limited, when it later becomes apparent that the development potential was far greater than they had known at the time of sale.
3. People could unknowingly develop their land which is subject to flooding.

There are properties in Birregurra that have flooded in recent years, which are not covered by the flood overlays. This is a good example of where improved mapping of overlays could have contributed to those houses being designed in a way to increase floor levels above the flood level, thereby limiting flood damage to the dwellings.

FINANCIAL & BUDGETARY

Council received \$30,000 of financial assistance from DELWP to progress the Amendment. The CCMA also worked with Council in processing the Amendment.

7. IMPLEMENTATION STRATEGY

COMMUNICATION

Submitters will be notified on the outcome of the meeting.

TIMELINE

Proposed key milestones:

1. April 2020 – Lodge Amendment C90 with the Minister for Planning.
2. July 2020 – Minister for Planning approves Amendment C90.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Planning and Environment Act 1987

Panel Report

Colac Otway Planning Scheme Amendment C90 Deans Creek and Barongarook Creek Flood controls

4 March 2020

Planning and Environment Act 1987

Panel Report pursuant to section 25 of the Act

Colac Otway Planning Scheme Amendment C90

Deans Creek and Barongarook Creek Flood controls

4 March 2020

A handwritten signature in black ink, appearing to read 'M. Elliott', with a long horizontal stroke extending to the right.

Mandy Elliott

Chair

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Glossary and abbreviations

Act	<i>Planning and Environment Act 1987</i>
ARI	Average Recurrence Interval
CCMA	Corangamite Catchment Management Authority
Council	Colac Otway Shire Council
DELWP	Department of Environment, Land, Water and Planning
FMA	Floodplain Management Australia
FME	Feature Manipulation Engine
FO	Floodway Overlay
LPPF	Local Planning Policy Framework
LSIO	Land Subject to Inundation Overlay
MSS	Municipal Strategic Statement
PPF	Planning Policy Framework
Study	<i>Deans Creek and Barongarook Creek Flood Study (2017)</i>
VPPs	Victoria Planning Provisions

Overview

Amendment summary	
The Amendment	Colac Otway Planning Scheme Amendment C90
Common name	Deans Creek and Barongarook Creek Flood controls
Brief description	The Amendment proposes to implement the findings of the <i>Deans Creek and Barongarook Creek Flood Study (August 2017)</i> by introducing planning controls that seek to improve the performance of the Colac Otway Planning Scheme in responding to flood events in and around Colac.
Subject land	Land within Deans Creek and Barongarook Creek catchments in Colac that is affected by floodwater during a 1 in 100 year average recurrence interval (ARI) flood event.
The Proponent	Colac Otway Shire Council and Corangamite Catchment Management Authority
Planning Authority	Colac Otway Shire Council
Authorisation	1 November 2017
Exhibition	29 January – 9 March 2018
Submissions	Number of Submissions: 23 Opposed: 21

Panel process	
The Panel	Mandy Elliott
Directions Hearing	Colac, 14 November 2019
Panel Hearing	Colac, 30 January 2020
Site inspections	Unaccompanied, 30 January 2020
Appearances	Mr Sean O’Keefe, Strategic Planning Consultant representing Colac Otway Shire Council and Dr Geoff Taylor, Floodplain Statutory Manager, Corangamite Catchment Management Authority (CCMA) called the following expert evidence: <ul style="list-style-type: none"> Mr D Lyons, BMT WBM regarding flood modelling Mr Philip Lang
Citation	Colac Otway PSA C90 [2020] PPV
Date of this Report	4 March 2020

Executive summary

Colac Otway Planning Scheme Amendment C90 (the Amendment) seeks to implement the findings of the *Deans Creek and Barongarook Creek Flood Study (August 2017)* by introducing planning controls that seek to improve the performance of the Colac Otway Planning Scheme in responding to flood events in and around Colac. The *Deans Creek and Barongarook Creek Flood Study* responds to strategic planning policy at both a State and local level. The Amendment seeks to update flood mapping with more updated and accurate data.

The Amendment has been jointly prepared with the Corangamite Catchment Management Authority (CCMA).

Key issues raised in submissions included:

- Accuracy of the flood mapping
- Impact on land values and insurance premiums
- Ability to develop or improve the land into the future
- Lack of maintenance and management of waterways and the drainage network; and
- Flood overlays only impact a very small portion of a submitters land.

Some of the issues raised in submissions were resolved by micro-siting of the overlay on individual land parcels; mostly removing 'slivers' of the Land Subject to Inundation Overlay (LSIO) and Floodway Overlay (FO) on a number of sites. These changes are considered by the CCMA and Council to not impact upon the integrity of the flood mapping, of which the Panel accepts and agrees. The post exhibition revised mapping was provided to the Panel as part of the Amendment documentation.

Those submissions not resolved were generally around land development concerns, ongoing drainage issues, and the lack of maintenance and management of Colac's waterways.

The exhibited LSIO Schedule has been amended post exhibition to reflect submissions regarding development restrictions on land. The post exhibition changes now exempt new buildings from the requirements of a planning permit if certain criteria are met.

The Panel notes that Council has worked closely with the CCMA to prepare the post exhibition changes to the LSIO Schedule and the CCMA submitted that they endorsed these changes. The Panel accepts that the changes to the post exhibited LSIO Schedule will decrease the planning permit burden on applicants and authorities, whilst delivering on strategic flood protection outcomes.

The proposed changes to the FO and LSIO mapping and the LSIO Schedule will contribute to the protection of life and property in areas at risk of flooding.

There were no submissions regarding the proposed changes to the LPPF and the Panel concludes that the changes as exhibited are appropriate.

Recommendations

Based on the reasons set out in this Report, the Panel recommends:

- 1. Amendment C90 to the Colac Otway Planning Scheme be adopted as exhibited subject to the following changes:**

- a) Include the Panel agreed post exhibition changes to the Land Subject to Inundation Overlay Schedule as provided in Appendix C to this report.**
- b) Include the agreed post exhibition changes to the Land Subject to Inundation Overlay and Floodway Overlay mapping as provided in Appendix D to this report.**

1 Introduction

1.1 The Amendment

(i) Amendment description

The proposed planning controls seek to improve the performance of the Colac Otway Planning Scheme in responding to flood events in and around Colac. The Amendment includes changes to the Land Subject to Inundation Overlay (LSIO) mapping and applying Floodway Overlay (FO) mapping, changes to the Schedules and the Local Planning Policy Framework (LPPF) and including a new reference document.

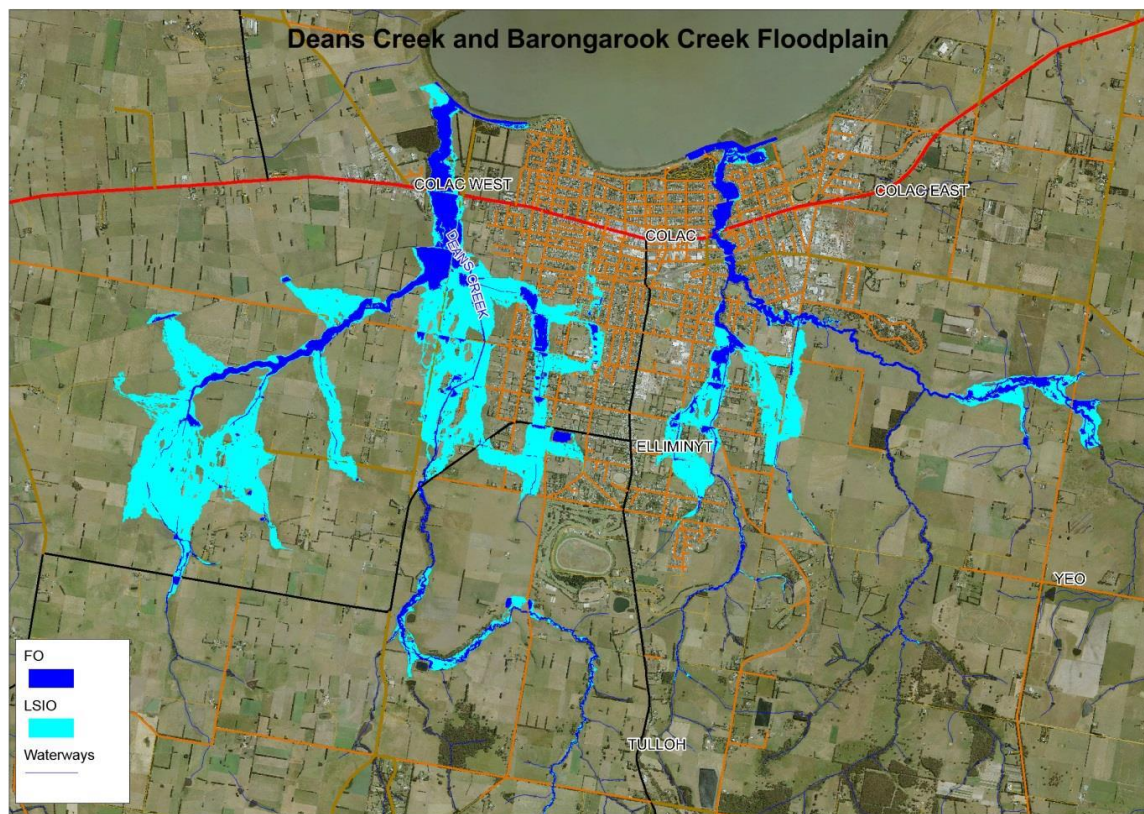
In particular, the Amendment proposes to implement the recommendations of the *Deans Creek and Barongarook Creek Flood Study (2017)* prepared by BMT WBM, by:

- Changes to the Local Planning Policy Framework:
 - Amending Clause 21.03 (Settlement) to ensure that development of land affected by flooding from the Deans Creek and Barongarook Creek catchments respond to the risks associated with flooding and inundation.
 - Amending Clause 21.04 (Environment) to ensure that the environmental risks associated with flooding and inundation are addressed.
 - Amending Clause 21.07 (Reference Documents) to insert the Deans Creek and Barongarook Creek Flood Study as a Reference Document in the Colac Otway Planning Scheme.
- Overlay changes:
 - Amending the Schedule to Clause 44.03 Floodway Overlay to improve its performance in responding to flooding and flood related land development and subdivision matters.
 - Amend the Schedule to Clause 44.04 Land Subject to Inundation Overlay to improve its performance in responding to flooding and flood related land development and subdivision matters.
- Changes to the LSIO and FO mapping:
 - Amend Planning Scheme Map Nos 5LSIO-FO, 9LSIO-FO, 11LSIO-FO, 15LSIO-FO and 16LSIO-FO.

(ii) The subject land

The Amendment applies to land in the Deans Creek and Barongarook Creek catchments in Colac that is affected by floodwater during a 1 in 100-year average recurrence interval (ARI) flood event, as identified in the *Deans Creek and Barongarook Creek Flood Study (2017)*. Specifically, it applies to land in the current LSIO in Colac and its immediate surrounds.

The Amendment applies to land shown in Figure 1.

Figure 1: Deans Creek and Barongarook Creek Floodplain

1.2 Background

The Amendment is the result of the combined work of the Colac Otway Shire (Council), the Corangamite Catchment Management Authority (CCMA) and the Department of Environment, Land, Water and Planning (DELWP).

The Amendment was initiated as a response to the 2010-2011 Victorian Floods, when the State Government undertook a series of reviews including:

- Victorian Floods Review (December 2011)
- Environment and Natural Resources Committee Inquiry into flood mitigation infrastructure (August 2012)
- Draft Victorian Flood Strategy (2014).

A key recommendation from these reviews was that:

- *“the State ... undertake a strategic review to identify areas at risk from flash or riverine flooding ...”*
- *“... maps should extend where appropriate to include Probable Maximum Flood over a range of Annual Exceedance Probability levels ...”*

DELWP commissioned flooding consultants BMT WBM to undertake a study to provide new flood mapping for the Deans Creek and Barongarook Creek drainage catchments in Colac in May 2015. DELWP selected the Deans Creek and Barongarook Creek catchments as there was an incomplete picture of flooding, a noted short response time during a flood events, ongoing development pressures within Colac and lack of available quality data. The purpose of the Study was to update the existing flood mapping in Colac so that it more accurately

reflects the geographical extent and depth of flood waters in Colac associated with riverine flooding and that it quantifies the risks associated with such flood events.

The proposed amendment seeks to update the LSIO mapping reflecting the latest data. It also identifies land within the LSIO that has a greater risk of flooding and/or the implications of flooding are more severe. This land has been included in the Floodway Overlay (FO) mapping.

Consultation was undertaken with the community as part of the preparation of the study, including a community drop-in session to provide the community and interested parties with the opportunity to share their detailed knowledge and history of flooding within the Colac region and provide comments on the draft flood mapping available.

The draft *Deans Creek and Barongarook Creek Flood Study* was completed in early 2016 and finalised in 2017 in response to a local flood event in Colac.

1.3 Summary of issues raised in submissions

The key issues raised in submissions were:

- Accuracy of the flood mapping;
- Impact on land values and insurance premiums;
- Ability to develop or improve the land into the future;
- Lack of maintenance and management of waterways and the drainage network;
- Flood Overlays only impact a very small portion of a submitters land.

After close of submissions, it was resolved by Council at its Ordinary Council Meeting of 23 May 2018, to defer consideration of Amendment C90 until further work was undertaken by Council officers and the CCMA to avoid imposing further restrictions on land parcels. Council officers directly contacted submitters to discuss their concerns, including on site meetings with Council and CCMA drainage engineers. Following this process, two submissions (submissions 9 and 12) were formally withdrawn and seven submissions were resolved (submissions 1, 7, 8, 13, 14, 20 and 21). Some of the issues were resolved by micro-siting of the overlay on individual land parcels. Those submissions not resolved were generally around land development concerns, ongoing drainage issues, and the lack of maintenance and management of Colac's waterways.

The Panel has assessed the Amendment against the principles of net community benefit and sustainable development, as set out in Clause 71.02-3 (Integrated decision making) of the Planning Scheme.

The Panel considered all written submissions made in response to the exhibition of the Amendment, observations from site visits, and submissions, evidence and other material presented to it during the Hearing. All submissions and materials have been considered by the Panel in reaching its conclusions, regardless of whether they are specifically mentioned in the Report.

This Report deals with the issues under the following headings:

- Planning context
- Key issues.

1.4 Limitations

The Panel has not considered issues such as potential impacts on land values or ongoing Council maintenance issues with drainage and waterway management. Land values are generally not considered a planning matter.

The Panel notes, through submissions from Council, that issues with existing drainage and waterway management in the Colac Otway Shire will be considered as part of the recently released *Colac Stormwater Development Strategy 2019*. Matters of existing drainage and waterway management will not be taken further as part of Amendment C90.

2 Planning context

2.1 Planning policy framework

Council submitted that the Amendment is supported by various clauses in the Planning Policy Framework, which are summarised below.

2.1.1 Victorian planning objectives

The Amendment proposes to implement State policy objectives by:

- Section 6(2)(e) of the Act allows for a planning scheme to:
 - regulate or prohibit any use or development in hazardous areas or in areas which are likely to become hazardous areas.
- Section 12(2)(b) of the Act requires a planning authority in preparing a planning scheme or amendment to:
 - take into account any significant effects which it considers the scheme or amendment might have on the environment or which it considers the environment might have on any use or development envisaged in the scheme or amendment.

Clause 11 (Settlement)

The Amendment supports Clause 11 by:

- Support sustainable development of the regional centres of Ararat, Bacchus Marsh, Bairnsdale, Benalla, Castlemaine, Colac, Echuca, Gisborne, Hamilton, Kyneton, Leongatha, Maryborough, Portland, Sale, Swan Hill, Warragul/Drouin and Wonthaggi.

12.03-1S - River corridors, waterways, lakes and wetlands

The Amendment supports Clause 12.03-1S by protecting and enhancing river corridors, waterways, lakes and wetlands. In particular:

- Strategies
 - Protect the environmental, cultural and landscape values of all water bodies and wetlands.
 - Ensure development responds to and respects the significant environmental, conservation, cultural, aesthetic, open space, recreation and tourism assets of water bodies and wetlands.
 - Ensure development does not compromise bank stability, increase erosion or impact on a water body or wetland's natural capacity to manage flood flow.

13.01-1S – Natural hazards and climate change

The Amendment supports Clause 13.01-1S by minimising the impacts of natural hazards and adapting to the impacts of climate change through risk-based planning. In particular:

- Strategies
 - Consider the risks associated with climate change in planning and management decision making processes.
 - Identify at risk areas using the best available data and climate change science.
 - Integrate strategic land use planning with emergency management decision making.

- Direct population growth and development to low risk locations.
- Develop adaptation response strategies for existing settlements in risk areas to accommodate change over time.
- Ensure planning controls allow for risk mitigation or risk adaptation strategies to be implemented.
- Site and design development to minimise risk to life, property, the natural environment and community infrastructure from natural hazards.

13.03-1S – Natural hazards and climate change

The Amendment supports Clause 13.03-1S by protecting life, property and community infrastructure from flood hazard. In particular:

- Strategies
 - Identify land affected by flooding, including land inundated by the 1 in 100 year flood event or as determined by the floodplain management authority in planning schemes.
 - Avoid intensifying the impact of flooding through inappropriately located use and development.
 - Locate emergency and community facilities (including hospitals, ambulance stations, police stations, fire stations, residential aged care facilities, communication facilities, transport facilities, community shelters and schools) outside the 1 in 100 year floodplain and, where possible, at levels above the height of the probable maximum flood.
 - Locate use and development that involve the storage or disposal of environmentally hazardous industrial and agricultural chemicals or wastes and other dangerous goods (including intensive animal industries and sewage treatment plants) outside floodplains unless site design and management is such that potential contact between such substances and floodwaters is prevented, without affecting the flood carrying and flood storage functions of the floodplain.

19.03-3S - Integrated water management

The Amendment supports Clause 19.03-3S by sustainably managing water supply, water resources, wastewater, drainage and stormwater through an integrated water management approach. In particular:

- Strategies
 - Plan and coordinate integrated water management, bringing together stormwater, wastewater, drainage, water supply, water treatment and re-use, to:
 - Take into account the catchment context.
 - Protect downstream environments, waterways and bays.
 - Minimise flood risks
 - Provide urban environments that are more resilient to the effects of climate change.

2.2 Local Planning Policy Framework (LPPF)

Amendment C90 gives effect to the Local Planning Policy Framework of the Colac Otway Planning Scheme, particularly Clause 21.03-1 Settlement, which notes the susceptibility of

Colac to flooding, and seeks to protect the floodway and new development from the impact of flood.

The Amendment also gives effect to Clause 21.04-1 Catchment Management, which identifies the importance of floodplains, Clause 21.04-2 Water, which seeks to protect water catchments and Clause 21.04-6 Flooding, which seeks to minimise environmental hazards. In particular:

21.03 - Settlement

Landscape Setting and Environment

- Recognise and protect ecological values and avoid development in areas at risk from the effects of flooding, wildfire, acid sulphate soil disturbance, erosion, landslip and salinity.

21.04-6 Flooding

Overview

- The Colac Otway Planning Scheme currently has a Land Subject to Inundation Overlay that reflects the floodways in the Shire.
- Flooding is a significant threat north of the Otway Ranges particularly associated with the Barwon River and the lakes system of the Volcanic Plains.

Objectives

- To minimise environmental hazards.

Strategies

- Promote floodplain management policies, which minimise loss and damage, maintain the function of the floodway to convey and store floodwater and protect areas of environmental significance.
- Encourage the use of "constructed wetlands" as a means of storing floodwater, improving water quality and adding to natural habitats.

2.3 Planning scheme provisions

The VPPs includes a number of planning controls to ensure that risks associated with the development and subdivision of floodplain land are recognised and responded to appropriately via the planning permit application process.

The FO and LSIO are based on the degree of hazard identified in different parts of the floodplains. They consider factors such as flood depth, velocity, natural storage, flood duration and warning time during the 1% AEP design flood event.

The FO denotes floodway land. Floodway is the component of the floodplain required to provide adequate flood conveyance and storage and should remain free from obstruction during major flood events. Floodway land is generally the high hazard portion of the floodplain where deep and fast flowing floodwater can be expected. Placement of buildings and other structures on floodway land substantially increases risk to life and community wellbeing and should therefore be avoided.

The LSIO generally denotes the fringe of the floodplain where flooding is shallower than the FO and slower moving during a flood event. The level of hazard in this part of the floodplain is lower relative to the FO. Development (buildings and works) and subdivision on land

within the overlay can be considered provided a permit application meets the requirements of the Responsible Authority and the flood plain manager.

The use of Schedules to the flooding overlays allow a Planning Authority to modify permit triggers.

2.4 Ministerial Directions and Practice Notes

Ministerial Directions

The Explanatory Report discusses how the Amendment meets the relevant requirements of Ministerial Direction 11 (Strategic Assessment of Amendments) and *Planning Practice Note 46: Strategic Assessment Guidelines*, August 2018 (PPN46). That discussion is not repeated here.

Planning Practice Notes

The proposed controls have been applied according to level of risk, consistent with *Planning Practice Note 12 'Applying the Flood Provisions in Planning Schemes – A Guide for Councils'*.

2.5 Discussion and conclusion

The Panel agrees with Council that the Amendment will create a regulatory environment that will help to facilitate the free passage of floodwaters in active floodways. The new controls will assist in preventing inappropriate development in the floodways that could reduce the capacity of the floodplain to store and convey floodwater, or divert floodwater to other land not normally inundated by floodwater. In addition, the Amendment will facilitate the continued use of the floodways as stream habitats and wildlife corridors.

The proposed changes to the FO and LSIO mapping and the LSIO Schedule will contribute to the protection of life and property in areas at risk of flooding. The Amendment proposes to apply development controls in areas that are affected by flooding and to mitigate against risk to life and property.

No submissions raised concerns regarding the proposed changes to the Local Planning Policy Framework. The Panel supports the exhibited changes to Clauses 21.03, 21.04-6, and 21.06.

For the reasons set out in the following chapters, the Panel concludes that Amendment C90 is supported by, and implements, the relevant sections of the PPF, and is consistent with the relevant Ministerial Direction and Practice Notes. The Amendment is well founded and strategically justified, and should proceed.

3 Key issues

3.1 The issues

There are two key issues that remain unresolved in submissions:

- Accuracy of the flood mapping
- Ability to develop land subject to the LSIO.

Issues regarding the maintenance and management of waterways or drainage within the Colac region were raised in a number of submissions. Whilst it is acknowledged that this is causing some frustration within the community, these are not matters that this Amendment is addressing. The Panel acknowledges the recent *Colac Stormwater Development Strategy 2019* that seeks to address some of these drainage and waterway management issues.

3.1.1 Accuracy of the flood mapping

(i) Evidence and submissions

Council submit that the Amendment is the result of a rigorous technical process that will provide the planning controls necessary to guide the future development of flood affected land in the Deans and Barongarook Creek catchments.

Council submitted that the Amendment:

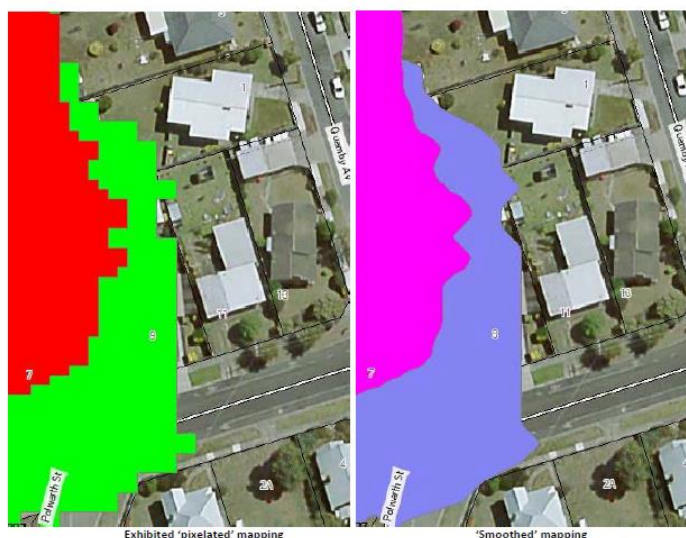
- Is strategically justified having regard to the framework for addressing the issue of flooding in the Victorian planning system
- Is the result of a rigorous technical process, leading to a robust flood study
- The proposed planning controls will properly implement the findings of the study; and
- The proposed planning controls will achieve an appropriate balance between the purpose of protecting human safety, assets and property and the environment and the consequence of imposing planning controls on landowners and managers.

Submissions from landowners raised concerns including the mapping being in only small sections of their land and whether this could be removed; accuracy of the mapping and whether recent flood events have been considered; and whether the control could be changed from FO to LSIO on their property.

In regard to the issues raised in submissions about the accuracy of the LSIO and FO mapping, Council and the CCMA closely examined the mapping supplied in the *Deans Creek and Barongarook Creek Flood Study (August 2017)* by BMT WBM at an individual lot level. Council submitted that this process discovered that the mapping boundaries were of a pixelated nature that were somewhat cumbersome and artificial and not reflective of natural flood boundaries. The Council stated:

Following exhibition, FME (Feature Manipulation Engine) computer software was used to smooth the flood extents as per Melbourne Water Technical Specifications. This process made the mapping more realistic, legible and workable, and resulted in very minor changes to the mapping. No new properties were included in the amendment as a result of this process.

An example of this process is shown below in Figure 2.

Figure 2: Pixelated mapping and post exhibition Smoothed Mapping

As part of this process, the Council and the CCMA established a process where small areas, or slivers, of a site could be removed without impacting the integrity of the flood mapping. These include where the LSIO encroached into less than 20 square metres of a property and was located on the periphery of a property and, if it was located on a front boundary, did not require access into a roadway that was abutting a FO (to ensure safe escape routes and emergency response access). These mapping changes resulted in some submissions being resolved and withdrawn.

Figure 3: Removing slivers post exhibition from mapping

The CCMA submitted that there is a long history of flooding in the Colac region and particularly along the lower reaches of Deans Creek. The CCMA reviewed the *Deans Creek*

and *Barongarook Creek Flood Study* and its mapping outputs and submitted that the proposed LSIO and FO mapping is as accurate as possible.

An expert witness on flood modelling for Council and the CCMA, Mr Lyons, stated in his expert witness statement report that a principal outcome of the flood study is the understanding of flood behaviours in the catchment and in particular design flood information to be used to set appropriate flood planning controls for the study area. A hydrologic model was developed to simulate the rate of storm water runoff from the catchment. The model predicts the amount of runoff from rainfall and the attenuation of the flood wave as it travels down the catchment. Mr Lyons explained to the Panel that the design flood results are based on having a probability of occurrence specified as Annual Exceedance Probability (AEP) expressed as a percentage, or flood planning often uses a 1:100 year hypothetical flood event.

Mr Lyons explained how the hydrological and hydraulic models were developed for the study, including the calibration of the model. The model calibration and validation included a check against a flood event which occurred in Colac in September 2016 in order to determine the effectiveness of the calibration parameters that had already been selected. He informed the Panel that *'overall, the model performed quite well'*.

Mr Lang submitted that he was concerned about the ongoing drainage and maintenance issues regarding Cants Road and that if these were resolved, the flood mapping could be altered. He submitted that Cants Road is *'effectively a dam wall'*. Council suggested that the matters raised by Mr Lang may be addressed through the recently released *Colac Stormwater Development Strategy 2019* and both Council and CCMA officers offered to meet with Mr Lang onsite to discuss his drainage concerns.

Mr Lang asked Mr Lyons about the relative magnitude of the 2016 Colac flood event compared to the current mapping for 1:100 flood event. Mr Lyons' response via email on 3 February 2020 was that he estimated the 2016 Colac flood to be approximately a 1 in 50 year return period. Through questioning from the Panel, Mr Lyons explained that there is often a misunderstanding of the community of the comparison between a 1:100 year event (or 1% probability) and a flood event (for example the Colac 2016 flood).

Mr Lyons stated the benefits of putting flood mapping into the planning scheme are that they can guide and control future development in such areas; risks can be identified; and emergency planning can be better undertaken.

When asked by the Panel whether the Amendment maps reflect the outcome of the flood modelling, Mr Lyons replied that the mapping in the Amendment is a *'correct representation'*.

(ii) Discussion and Conclusions

There is a demonstrated comprehensive background of work by both Council and the CCMA leading to the flood mapping proposed as part of the planning controls of Amendment C90, which also included consultation with the community.

The Panel notes the undertaking by both Council and the CCMA to resolve submissions, in particular those of landowners that had small slivers, or islands, of land that were proposed to be subject to the FO and LSIO. This has resulted in revised FO and LSIO mapping, some

submissions being resolved and two withdrawn and the agencies should be acknowledged for this.

The Panel agrees with the CCMA that the proposed planning controls represent best practice and have identified areas that are subject to riverine flooding which will enable safer developments to occur within Colac.

The Panel accepts the submission from the CCMA that the flood modelling and subsequent flood mapping that underpins the Amendment (particularly the proposed LSIO and FO mapping) is accurate for planning scheme use.

3.1.2 Ability to develop land subject to the LSIO

(i) Evidence and submissions

Some submitters expressed concern that the proposed flood controls, in particular the Schedule to the LSIO, constrains their ability to develop the land in the future. This issue is mostly related to building houses, extensions and sheds on their property.

The CCMA submitted that the *'flood controls determine whether an area is within 'safe' or 'unsafe' flood limits, enabling the Corangamite CMA to make informed assessments on the suitability of developments within those areas'*.

Following concerns raised in some land owner submissions, Council and the CCMA agreed to a revised LSIO Schedule which states that a planning permit would not be required for the development of a dwelling in the LSIO, providing the finished floor level is built 300 millimetres above the applicable flood level, the building is constructed on stumps or piers and that cladding to the subfloor has openings to allow for the passage of flood waters.

Council submitted the following post exhibition changes to the LSIO Schedule which have been agreed with the CCMA:

- If the floor level of the building is finished at least 300 mm above the 100 year ARI flood level and meets the safety hazard of FMA, and
- If the new building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event, and
- Any earthworks including any driveways, paths or services that do not alter the natural ground level.

Council submitted that the proposed changes to the LSIO Schedule further refine and encourage appropriate development in the LSIO and that any future application to develop land within the LSIO would be considered on its merits. They stated that the changes seek to decrease the planning permit burden on applicants, whilst delivering on strategic flood protection outcomes.

There were no changes to the FO Schedule post-exhibition.

(ii) Discussion and conclusions

The submissions of both Council and the CCMA describe a thorough post exhibition process that they have been involved in to reduce the planning permit burden of the LSIO Schedule on not only land owners but also on themselves as regulators.

The Panel agrees with Council and the CCMA that the post exhibition LSIO Schedule, which identifies permit exemptions, will reduce the burden of planning permit applications whilst enabling orderly planning outcomes in regard to flood protection.

The Panel concludes that the introduction of the FO, LSIO and the post exhibition LSIO Schedule will provide certainty and greater clarity to permit applicants at the outset of the land development process and ensures that new developments respond appropriately to flood issues. The post exhibition changes to the Amendment (LSIO and FO mapping and LSIO Schedule) are appropriate.

3.2 Recommendations

The Panel recommends:

Adopt Amendment C90 as per the Panel agreed post exhibition changes to the LSIO Schedule as shown in Appendix C to this report.

Adopt Amendment C90 as per the agreed post exhibition changes to the LSIO and FO mapping as provided in Appendix D to this report.

Appendix A Submitters to the Amendment

No.	Submitter
1	Mr Houghton
2	Mr Crook
3	Mr Paatsch and Ms Spokes
4	Mr and Ms Boyd
5	Mr and Ms Prascevic
6	Mr Thwaites
7	Ms Marriner
8	Mr and Ms McAdam
9	Mr Ware
10	Mr and Ms Tomkins
11	Mr Connor
12	Mr and Ms Simmons
13	Ms Ivens
14	Ms Foster and Ms De Vercelli
15	Mr Rooney
16	Mr and Ms Learey
17	Mr Walsh
18	Department of Environment, Land, Water and Planning
19	Ms Tomkinson
20	Mr Kelly
21	Mr Lawson
22	Mr Lang
23	Mr Riordan MP – Member for Polwarth

Appendix B Document list

No.	Date	Description	Provided by
1	30/01/2020	Council submission	Mr S O'Keeffe, Council advocate
2A	30/01/2020	Proposed FO and LSIO areas	Mr O'Keeffe
2B	30/01/2020	Location of submitters map	Mr O'Keeffe
2C	30/01/2020	Location of unresolved submitters map	Mr O'Keeffe
3	23/01/2020	Mr Lyons expert witness statement	Mr O'Keeffe
4	30/01/2020	Corangamite Catchment Management Authority submission	Dr G Taylor, Floodplain Statutory Manager, CCMA
5	03/02/2020	Email from Mr Lyons regarding flood question raised by submitter	Mr S Clarke Coordinator Strategic Planning, Colac Otway Shire

Appendix C Panel agreed post exhibition changes to LSIO Schedule

COLAC OTWAY PLANNING SCHEME

—/—/20—
Proposed C90

SCHEDULE TO CLAUSE 44.04 LAND SUBJECT ~~TO~~ INUNDATION OVERLAY

Shown on the planning scheme map as **LSIO**.

1.0 Permit requirement

—/—/20—
Proposed C90

A permit is not required for the following:

~~Replacement Buildings~~

- ~~▪ If the footprint of the replacement building(s) is the same or less than the original building(s), and~~
- ~~▪ If the floor level of the building is finished at least 300 mm above the 100 year ARI flood level, and~~
- ~~▪ If the replacement building is constructed on stumps (or piers) and bearers, and~~
- ~~▪ Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.~~

New buildings, including extensions

- If the floor level of the building is finished at least 300 mm above the 100 year ARI flood level and meets the safety hazard of FMA, and
- If the new building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event, and
- Earthworks including any driveways, paths or services that do not alter the natural ground level.

External alterations to existing buildings

- If the original building footprint remains the same.

~~Ground level extensions to existing buildings~~

- ~~▪ If the floor level of the extension is at least 300mm above the applicable 100 year ARI flood level, and~~
- ~~▪ The extension of the building is constructed on stumps (or piers) and bearers, and~~
- ~~▪ Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.~~
- ~~▪ If the floor level of the extension is not lower than the existing floor level and the combined ground floor area of extensions since 31 December 2018 is no greater than 20sqm.~~

~~Upper level extensions to existing buildings~~

- ~~▪ If there is no increase in the ground floor building footprint other than the floor area exempted above and except for any additions or alterations to the footings to support the extensions to the upper level.~~

Repairs and routine maintenance of existing fences

- If the fence design and material remains the same

New or replacement fence

- A post and wire fence with:
 - Post spacing no less than three metres apart
 - Single wires spaced no more than one horizontal strand per 200mm.

COLAC OTWAY PLANNING SCHEME

- A post and rail fence with:
 - Post spacing no less than three metres apart
 - Rails no more than 150mm wide
 - Rails spaced no less than 200mm apart
 - Bottom rail no less than 150mm off the ground.
- Tubular steel/pool fencing

Other buildings and works

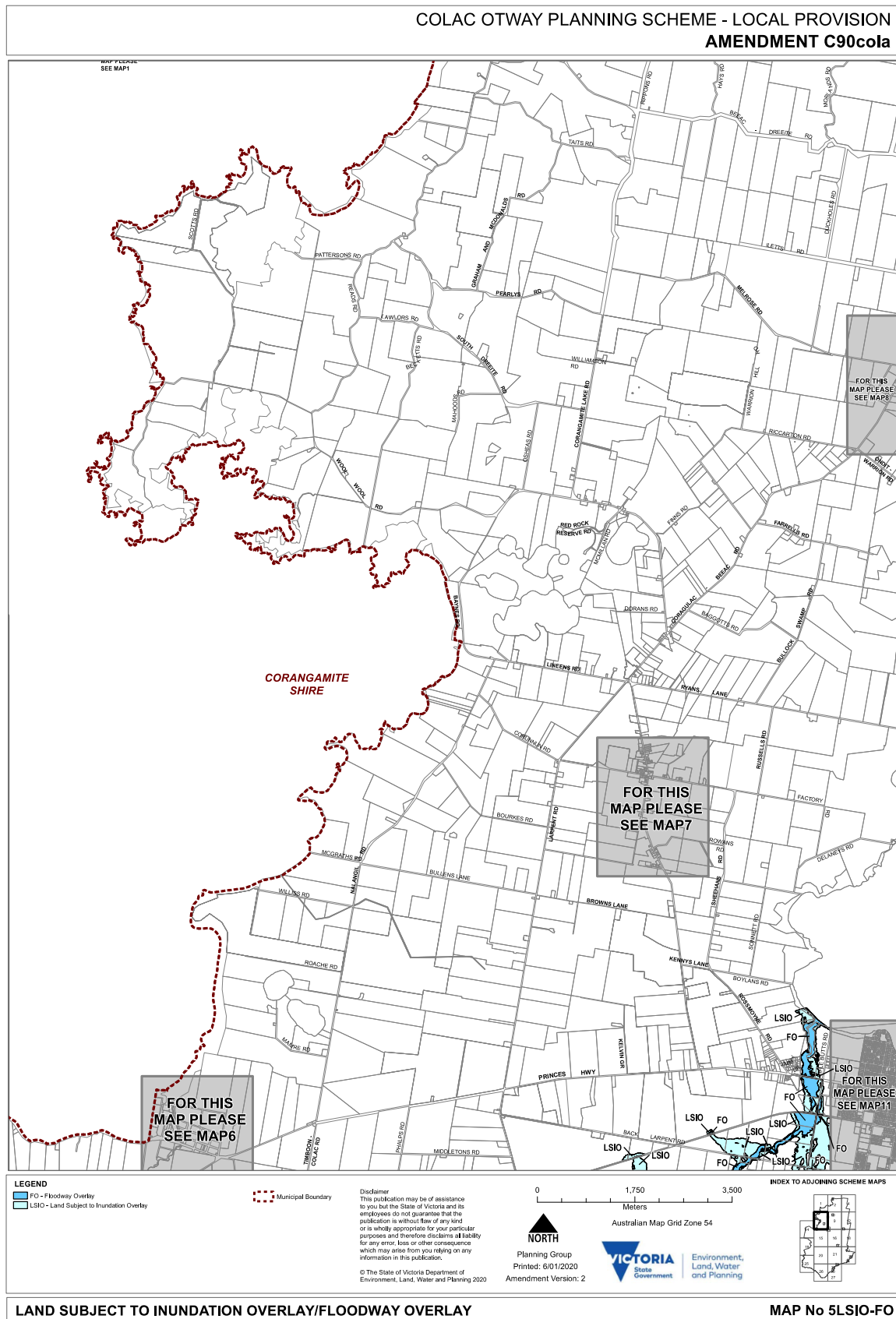
- A building which is open on all sides including a pergola, carport, domestic shed, animal enclosure outbuildings, stockyard or agricultural sheds with unenclosed foundations.
- A ramp, verandah or decking and similar structures with a floor raised on stumps or piers and with unenclosed foundations
- Road works or works including footpath/shared paths, bicycle path, car parks, access ways, [pathways](#) or driveways (public or private) that do not change the natural ground level.
- A mast, antenna, satellite dish, power pole, light pole, or telecommunication tower
- An outdoor advertising sign/structure provided it does not alter flood flows or floodplain storage capacity
- Repairs and routine maintenance that do not affect the height, length, width or location of a levee or embankment
- A rainwater tank with a capacity of not more than 5000 litres
- A shed of 20sqm or less gross floor area
- An in-ground domestic swimming pool or spa, and associated mechanical and safety equipment, providing that:
 - The excavated spoil is removed from within the 100 year ARI floodplain; and
 - The perimeter edging of the pool is finished at natural ground level; and
 - Security pool fencing is of an open style.
- A sportsground, racecourse or recreation area, pathways and trails constructed at general natural surface elevation, playground, open picnic shelter, picnic table, drinking tap, rubbish bin, barbecue and or similar works associated with a park, recreation area and or public places.

Referral of applications

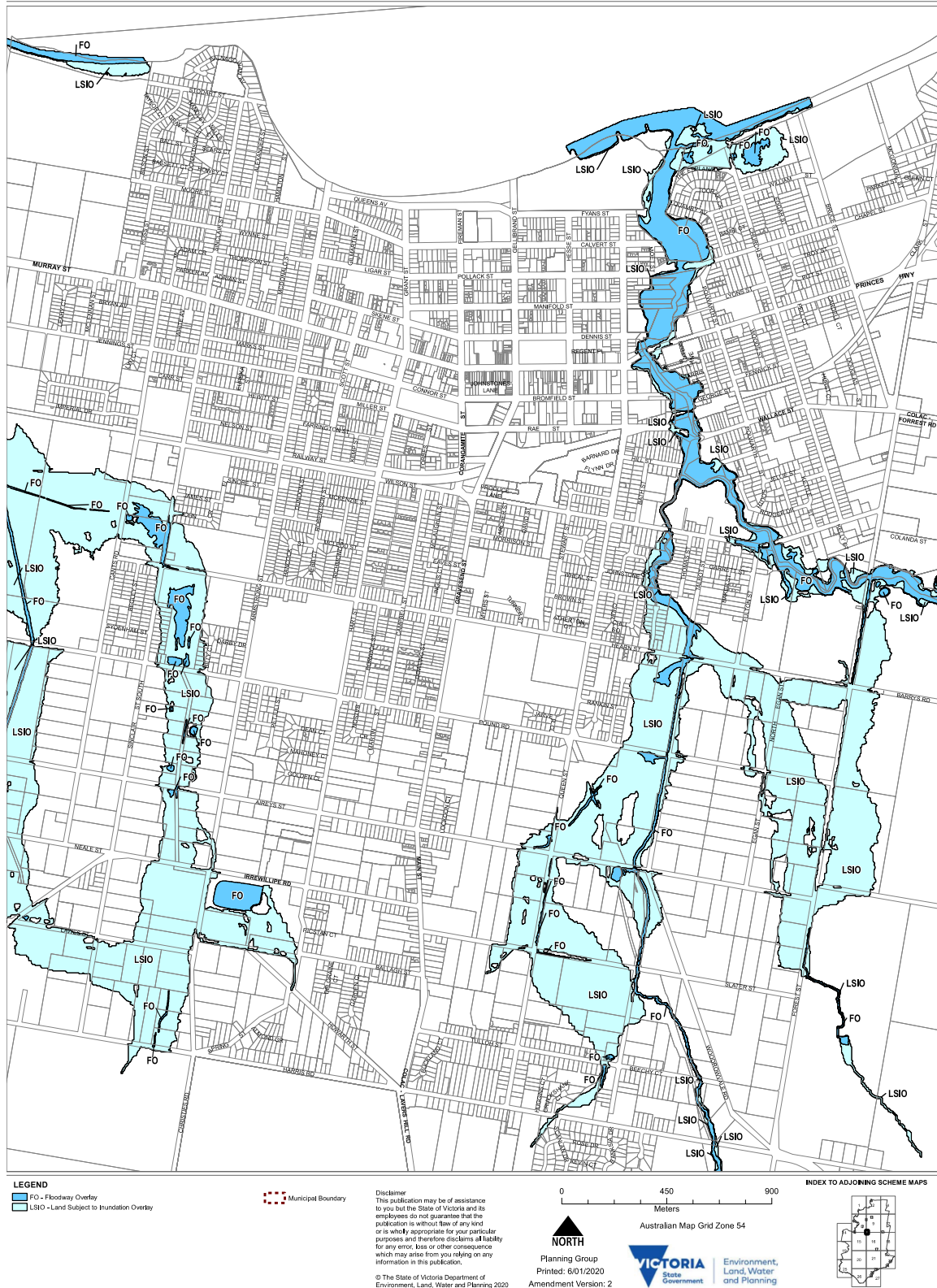
An application does not have to be referred to the relevant flood plain management authority under section 55 of the Act providing it is:

- Accompanied by the relevant floodplain management authority's written approval. The written approval must:
 - Be granted not more than three months prior to lodging with the Responsible Authority
 - Quote the reference number, revision number and date of the approved plans
 - State the applicable flood level and required floor levels
 - Include any conditions to be included in any planning permit.

Appendix D Agreed post exhibition changes to LSIO and FO mapping



COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C90cola



LAND SUBJECT TO INUNDATION OVERLAY/FLOODWAY OVERLAY

MAP No 11LSIO-FO







COLAC OTWAY PLANNING SCHEME

--/20--
Proposed C90

SCHEDULE TO CLAUSE 44.04 LAND SUBJECT TO INUNDATION OVERLAY

Shown on the planning scheme map as **LSIO**.

1.0 Permit requirement

--/20--
Proposed C90

A permit is not required for the following:

New buildings

- If the floor level of the building is finished at least 300 mm above the 100 year ARI flood level and meets the safety hazard of FMA, and
- If the new building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event., and
- No earthworks associated with any driveways, paths or services alter the natural ground level.

External alterations to existing buildings

- If the original building footprint remains the same

Ground level extensions to existing buildings

- If the floor level of the extension is at least 300mm above the applicable 100 year ARI flood level, and
- The extension of the building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.
- If the floor level of the extension is not lower than the existing floor level and the combined ground floor area of extensions since 31 December 2018 is no greater than 20sqm.

Upper level extensions to existing buildings

- If there is no increase in the ground floor building footprint other than the floor area exempted above and except for any additions or alterations to the footings to support the extensions to the upper level.

Repairs and routine maintenance of existing fences

- If the fence design and material remains the same

New or replacement fence

- A post and wire fence with:
 - Post spacing no less than three metres apart
 - Single wires spaced no more than one horizontal strand per 200mm.
- A post and rail fence with:
 - Post spacing no less than three metres apart
 - Rails no more than 150mm wide
 - Rails spaced no less than 200mm apart
 - Bottom rail no less than 150mm off the ground.
- Tubular steel/pool fencing

COLAC OTWAY PLANNING SCHEME

Other buildings and works

- A building which is open on all sides including a pergola, carport, domestic shed, animal enclosure outbuildings, stockyard or agricultural sheds with unenclosed foundations.
- A ramp, verandah or decking and similar structures with a floor raised on stumps or piers and with unenclosed foundations
- Road works or works including footpath/shared paths, bicycle path, car parks, access ways, pathways or driveways (public or private) that do not change the natural ground level.
- A mast, antenna, satellite dish, power pole, light pole, or telecommunication tower
- An outdoor advertising sign/structure provided it does not alter flood flows or floodplain storage capacity
- Repairs and routine maintenance that do not affect the height, length, width or location of a levee or embankment
- A rainwater tank with a capacity of not more than 5000 litres
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 - The perimeter edging of the pool is finished at natural ground level; and
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- A sportsground, racecourse or recreation area, pathways and trails constructed at general natural surface elevation, playground, open picnic shelter, picnic table, drinking tap, rubbish bin, barbecue and or similar works associated with a park, recreation area and or public places.

Referral of applications

An application does not have to be referred to the relevant flood plain management authority under section 55 of the Act providing it is:

- Accompanied by the relevant floodplain management authority's written approval. The written approval must:
 - Be granted not more than three months prior to lodging with the Responsible Authority
 - Quote the reference number, revision number and date of the approved plans
 - State the applicable flood level and required floor levels
 - Include any conditions to be included in any planning permit.

COLAC OTWAY PLANNING SCHEME

--/20--
Proposed C90

SCHEDULE TO CLAUSE 44.03 FLOODWAY OVERLAY

Shown on the planning scheme map as **FO**.

1.0**Permit requirement**

--/20--
Proposed C90

A permit is not required for the following:

Replacement buildings

- If the footprint of the replacement building(s) is the same or less than the original building(s), and
- If the floor level of the building is finished at least 300 mm above the 100 year ARI flood level, and
- If the replacement building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.

External alterations to existing buildings

- If the original building footprint remains the same

Ground level extensions to existing buildings

- If the floor level of the extension is at least 300mm above the applicable 100 year ARI flood level, and
- The extension of the building is constructed on stumps (or piers) and bearers, and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.
- If the floor level of the extension is not lower than the existing floor level and the combined ground floor area of extensions since 31 December 2018 is no greater than 20sqm.

Upper level extensions to existing buildings

- If there is no increase in the ground floor building footprint other than the floor area exempted above and except for any additions or alterations to the footings to support the extensions to the upper level.

Repairs and routine maintenance of existing fences

- If the fence design and material remains the same.

New or replacement fence

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 - Post spacing no less than three metres apart
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 - Post spacing no less than three metres apart
 - Rails no more than 150mm wide
 - Rails spaced no less than 200mm apart
 - Bottom rail no less than 150mm off the ground.
- Tubular steel/pool fencing.

COLAC OTWAY PLANNING SCHEME

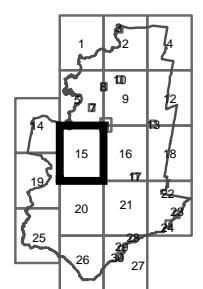
Other buildings and works

- A building which is open on all sides including a pergola, carport, domestic shed, animal enclosure outbuildings, stockyard or agricultural sheds with unenclosed foundations.
- A ramp, verandah or decking and similar structures with a floor raised on stumps or piers and with unenclosed foundations
- Road works or works including footpath/shared paths, bicycle path, car parks, access ways or driveways (public or private) that do not change the natural ground level
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- A sportsground, racecourse or recreation area, pathways and trails constructed at general natural surface elevation, playground, open picnic shelter, picnic table, drinking tap, rubbish bin, barbecue and or similar works associated with a park, recreation area and or public places.

Referral of applications

An application does not have to be referred to the relevant flood plain management authority under section 55 of the Act providing it is:

- Accompanied by the relevant floodplain management authority's written approval. The written approval must:
 - Be granted not more than three months prior to lodging with the Responsible Authority
 - Quote the reference number, revision number and date of the approved plans
 - State the applicable flood level and required floor levels
 - Include any conditions to be included in any planning permit.



MAP No 15LSIO-FO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION
AMENDMENT C90cola



LEGEND

FO - Floodway Overlay

LSIO - Land Subject to Inundation Overlay

Municipal Boundary

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Australian Map Grid Zone 54

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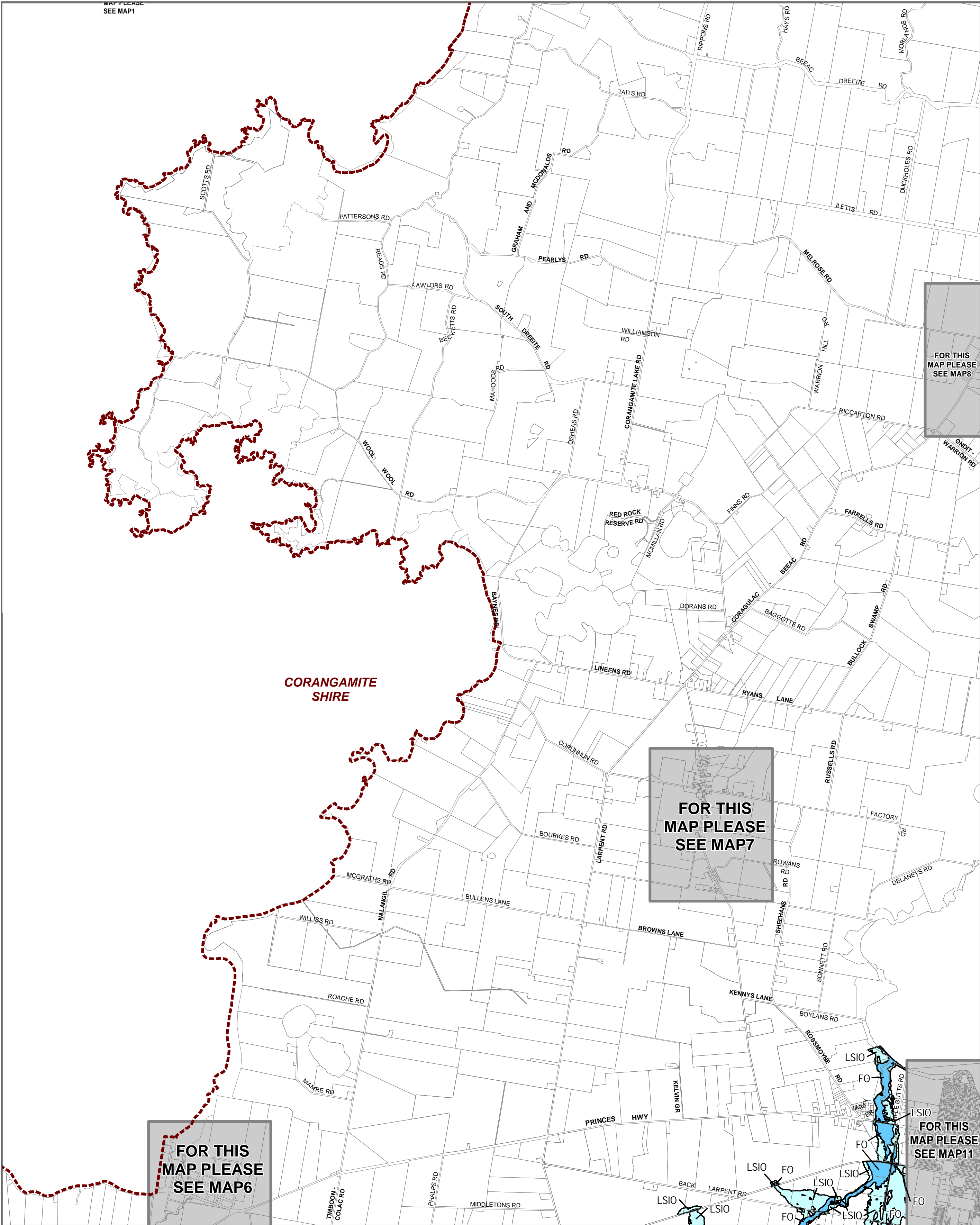
Planning Group
Printed: 6/01/2020
Amendment Version: 2

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INDEX TO ADJOINING SCHEME MAPS

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION
AMENDMENT C90cola



LEGEND

FO - Floodway Overlay

LSIO - Land Subject to Inundation Overlay

Municipal Boundary

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Australian Map Grid Zone 54

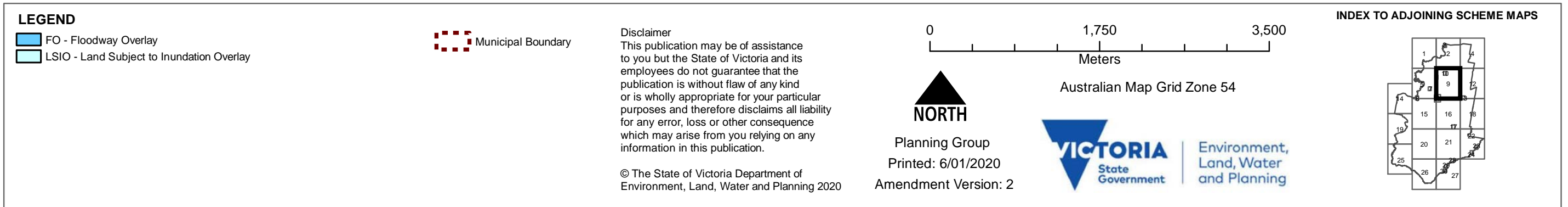
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Planning Group
Printed: 6/01/2020
Amendment Version: 2

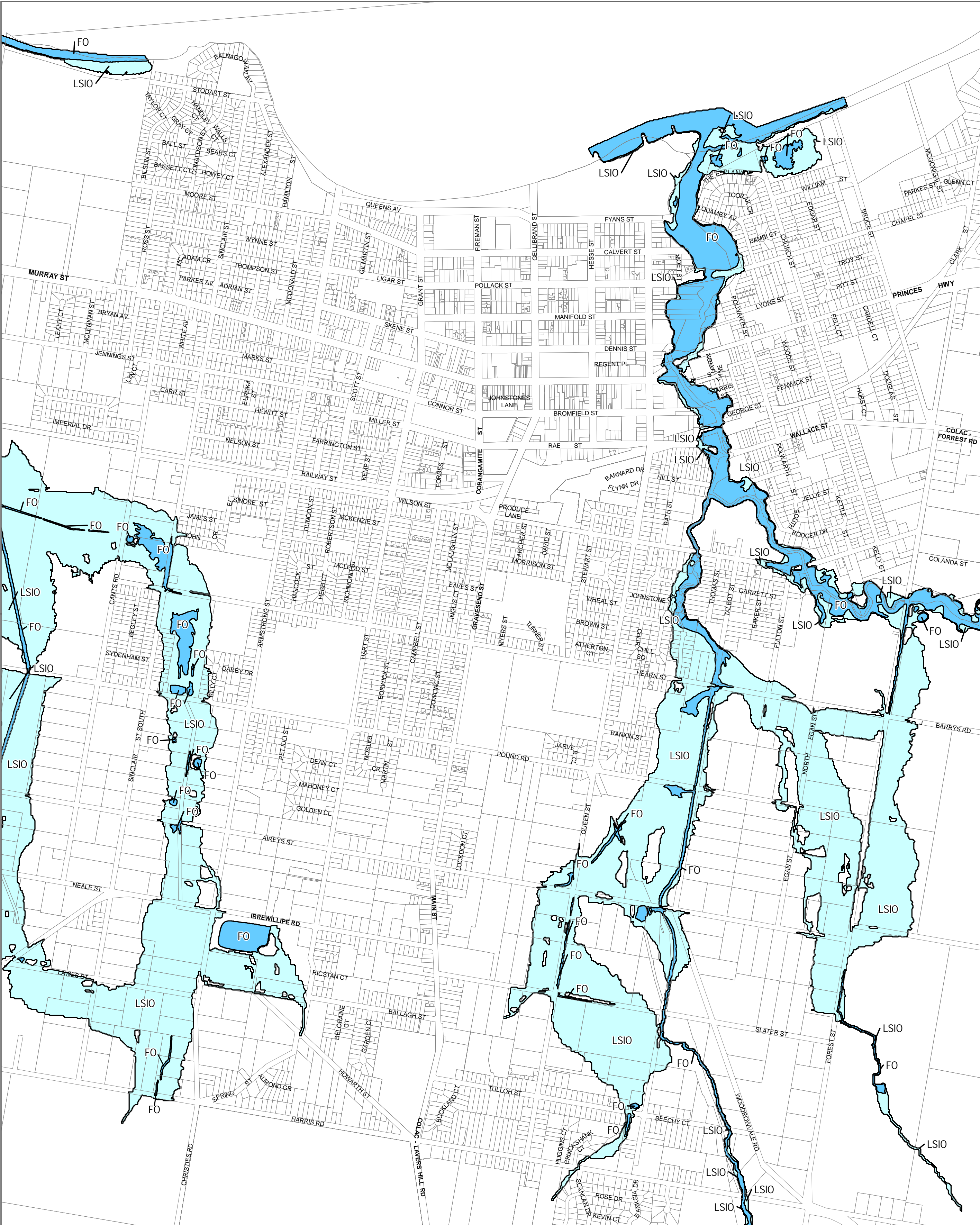
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INDEX TO ADJOINING SCHEME MAPS



COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION
AMENDMENT C90cola



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Australian Map Grid Zone 54

NORTH

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Printed: 6/01/2020
Amendment Version: 2

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INDEX TO ADJOINING SCHEME MAPS

Item: 10.8

Environmental Significance Overlay Planning Scheme Amendment (C101cola)

OFFICER	Simon Clarke
GENERAL MANAGER	Ian Seuren
DIVISION	Development & Community Services
ATTACHMENTS	<ol style="list-style-type: none">1. Attachment 1 - Extent of ESO1 Mapping [10.8.1 - 1 page]2. Attachment 2 - Extent of ESO2 Mapping in Colac [10.8.2 - 1 page]3. Attachment 3 - Exhibition Documents [10.8.3 - 20 pages]
PURPOSE	To adopt Amendment C101cola, which seeks to remove unnecessary permit triggers associated with the Environmental Significance Overlay and forward it to the Minister for Planning for approval.

1. EXECUTIVE SUMMARY

Amendment C101cola seeks to remove unnecessary planning permit triggers from the Colac Otway Planning Scheme by reducing or removing the mapping extent of the Environmental Significance Overlay 1 (ESO1) and Environmental Significance Overlay 2 (ESO2).

A planning scheme amendment is required to remove the ESO1 and vary the ESO2 in the Planning Scheme. The amendment will remove redundant provisions and improve the efficiency of the Planning Scheme, removing unnecessary planning permit triggers and deliver on Council's program of cutting red tape.

As previously resolved by Council, the Amendment was formally exhibited, and no submissions were received. It is now recommended that Amendment C101cola be adopted by Council and forwarded to the Minister for Planning for approval.

2. RECOMMENDATION

That Council:

- 1. Notes the importance of continually updating the Colac Otway Planning Scheme to ensure accuracy, improve efficiency and remove any redundant provisions of the development approval process;**
- 2. Pursuant to section 29 (1) of the Planning and Environment Act 1987, adopt Amendment C101cola in full;**
- 3. Pursuant to section 31 (1) of the Planning and Environment Act 1987, submit Amendment C101cola to the Minister for Planning;**
- 4. Pursuant to section 35 (1) of the Planning and Environment Act 1987, request the Minister for Planning to approve Amendment C101cola.**

3. KEY INFORMATION

The Colac Otway Planning Scheme guides land use and development within Colac Otway Shire. Council, as the Planning Authority, is responsible for the ongoing upkeep of its Planning Scheme to ensure it is up-to-date, accurate, and meets the relevant provisions of the both the *Planning and Environment Act 1987* and evolving community needs.

Council endorsed its four yearly Planning Scheme Review in March 2018, which highlighted the potential for ‘red tape reduction’. The Review noted that there were significant opportunities to review zone and overlay schedules, with a view to rationalising permit triggers, requirements and mapping, and to streamline the performance of the Scheme.

The ESO1 and ESO2 were identified by the Planning Scheme Review as being suitable for further investigation. These two Overlays impact significant areas of the Shire and trigger the requirement for planning permits for most types of development and vegetation removal.

Amendment C101cola seeks to deliver on this directive by deleting the Environmental Significance Overlay – Schedule 1 Warrion Groundwater Area (ESO1) maps and ordinance and updating the mapping of the Environmental Significance Overlay – Schedule 2 Lakes, Wetlands and Watercourses (ESO2) in the Scheme.

Environmental Significance Overlay Schedule 1 – Warrion Groundwater Area (ESO1)

The Environmental Significance Overlay Schedule 1 (ESO1) control applies to significant areas of land to the north and north-west of Colac. It extends from Pirron Yallock/Colac in the south to the shores of Lake Corangamite in the west, the Colac-Ballarat Road in the east and to Cundare in the north. Over 1,300 parcels of land are impacted by the ESO1.

The purpose of the ESO1 is to protect and maintain the quality and quantity of groundwater recharge in the Warrion aquifer area. Most types of development trigger the need for a planning permit in the ESO1. A permit is also required for the removal and lopping of native vegetation. All applications are required to be formally referred to both Southern Rural Water as the groundwater manager and to Barwon Water as the local water authority.

Barwon Water has advised that it wishes to be removed as a referral authority as the Warrion area is not a water supply catchment for Barwon Water.

Southern Rural Water has previously advised that triggering the requirement for a planning permit and referring applications to it is not required. Southern Rural Water notes that any minor application will have no perceivable impact upon groundwater, any application including septic systems will be managed through existing environmental requirements and that any substantial applications that may impact upon groundwater always requires their approval through the provisions of the *Water Act 1989*. The additional planning controls through the ESO1 are therefore not required.

It is therefore noted that the two statutory authorities designated as Determining referral authorities for this Overlay have formally advised Council that they do not require this planning control to assist in protecting their statutory responsibilities. The ESO1 therefore serves no purpose and can be removed in its entirety.

It is noted that neither of these authorities made a submission to the Amendment.

Environmental Significance Overlay Schedule 2 - Lakes, Wetlands and Watercourses (ESO2)

The Environmental Significance Overlay Schedule 2 – Lakes, Wetlands and Watercourses affects land along the Barongarook and Deans Creeks in Colac, in addition to other water features across the entire Shire. The ESO2 seeks to protect the quality of water entering lakes, wetlands and watercourses in Colac Otway Shire. The current ESO2 covers the same extent of the mapping of the current Land Subject to Inundation Overlay (LSIO) in the Scheme. Similar to the ESO1 provisions, a planning permit is required to undertake most developments and remove/lop native vegetation in the ESO2.

Council is currently finalising a planning scheme amendment to the flood mapping in Colac (Amendment C90). On completion of Amendment C90, the mapping of the LSIO/Flood Overlay (FO) and the ESO2 in the Scheme will no longer match each other. It is considered an opportune time to amend the mapping of the ESO2.

It is noted that in 2012, Council initiated Amendment C70 to the Colac Otway Planning Scheme. This amendment sought to update the mapping of the various biodiversity overlays (such as ESO2, ESO4, VPO1 and VPO2) within the Scheme. The base mapping was prepared by the Department of Environment, Land, Water and Planning (DELWP) in 2009. Changes proposed by Amendment C70 to the ESO2 in Colac involved removing the overlay from the Barongarook Creek and applying the overlay from east of Forest Street to the headwaters at Shorts Road. The Amendment also sought to substantially reduce the extent of the ESO2 along Deans Creek to a 30m wide corridor generally within the Crown land creek reserve and watercourse and to further extend the ESO2 along the Deans Creek from Holmchase Road (where it currently terminates) to its headwaters adjacent to Ackerleys Road East. Amendment C70 was publicly exhibited and, after considerable debate on discrepancies in the mapping in various locations, ultimately abandoned by Council in its entirety. Council's resolution sought support from the State Government to improve the accuracy of the vegetation mapping before it revisited any amendment to the overlays.

Given that Amendment C70 was abandoned, the ESO2 in Colac township still remains in place, despite justification from State biodiversity mapping for most of it to be removed. The mapping previously considered by Council has not been updated, and still has inaccuracies. This mapping is not suitable for use as base mapping for a revised overlay. At a broader level, Council will wait for more accurate Shire-wide vegetation mapping be prepared by DELWP before it considers any proposal to undertake a planning scheme amendment in the future. In the interim however, the ESO2 mapping from the

Deans and Barongarook Creeks in Colac is proposed to be removed as part of the current amendment and replaced with a mapping covering only the extent of the Deans Creek waterway itself.

Amendment C101cola will continue the delivery of Cutting Red Tape initiatives that align with the outcomes of the 2018 Planning Scheme Review. It will help streamline the planning scheme, eliminate unnecessary permit triggers that do not add value or deliver on policy objectives and reduce Council's planning permit obligations and unnecessary referrals. It is also important to note that other legislative frameworks in place will ensure the continued protection and management of the Warrion Groundwater Area in the Shire and protect riverine habitat.

Amendment C101cola was exhibited in accordance with the Council Resolution and the relevant provisions of the *Planning and Environment Act 1987*. Amendment documents were posted to Prescribed Ministers as required and also Southern Rural Water, Barwon Water and the Department of Environment Land Water and Planning (DELWP) Forest, Fire and Regions Group. The Amendment and documentation were placed on both the Council and DELWP websites and a copy of the material was placed on exhibition in the Colac Civic Centre foyer. A notification was also placed in the Colac Herald.

The Amendment was exhibited for a period of 6 weeks, from 10 January to 20 February 2020. During the exhibition period no submissions were received.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Given the scale of the number of properties involved in Amendment C101cola, and the fact that the amendment proposes to cut 'red tape' by removing redundant planning scheme controls, there was no direct mail out to landowners and occupiers. The Amendment was placed on public exhibition for 6 weeks, advertised in the Colac Herald and placed on the Council website.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 1 - Our Prosperity

1. Plan infrastructure, assets and land use with a long-term vision for economic growth.

Theme 4 - Our Leadership & Management

4. Provide value for money services for our community.

The proposed Amendment is also an outcome of the adopted 2018 Planning Scheme Review.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

An amendment to the Planning Scheme will have no adverse environmental impact on the Warrion Groundwater Area. The groundwater quality will continue to be managed by Southern Rural Water and protected through existing legislation. The amendment to the ESO2 mapping along Deans and Barongarook Creeks also removes mapping inaccuracies previously considered by Council as requiring updating.

It is considered that the planning scheme changes will have positive social and economic benefits as permit triggers will be removed which will assist local landowners in undertaking development on their land, removing the requirement in some cases for lodging a planning permit application and reducing subsequent costs associated with preparation of applications.

LEGAL & RISK

The proposed changes are being made based on advice received from agencies with statutory responsibility for managing environmental and groundwater issues.

FINANCIAL & BUDGETARY

The proposed Amendment will have a positive impact on Council's budget over time. It will remove the financial burden of processing some planning permit applications that are currently triggered by the Overlays. The Amendment will be processed within the existing Council budget.

7. IMPLEMENTATION STRATEGY

COMMUNICATION

The community will be advised of the Council's decision via a media release, and the relevant agencies will be advised in writing. The amendment itself will be forwarded to the Planning Minister.

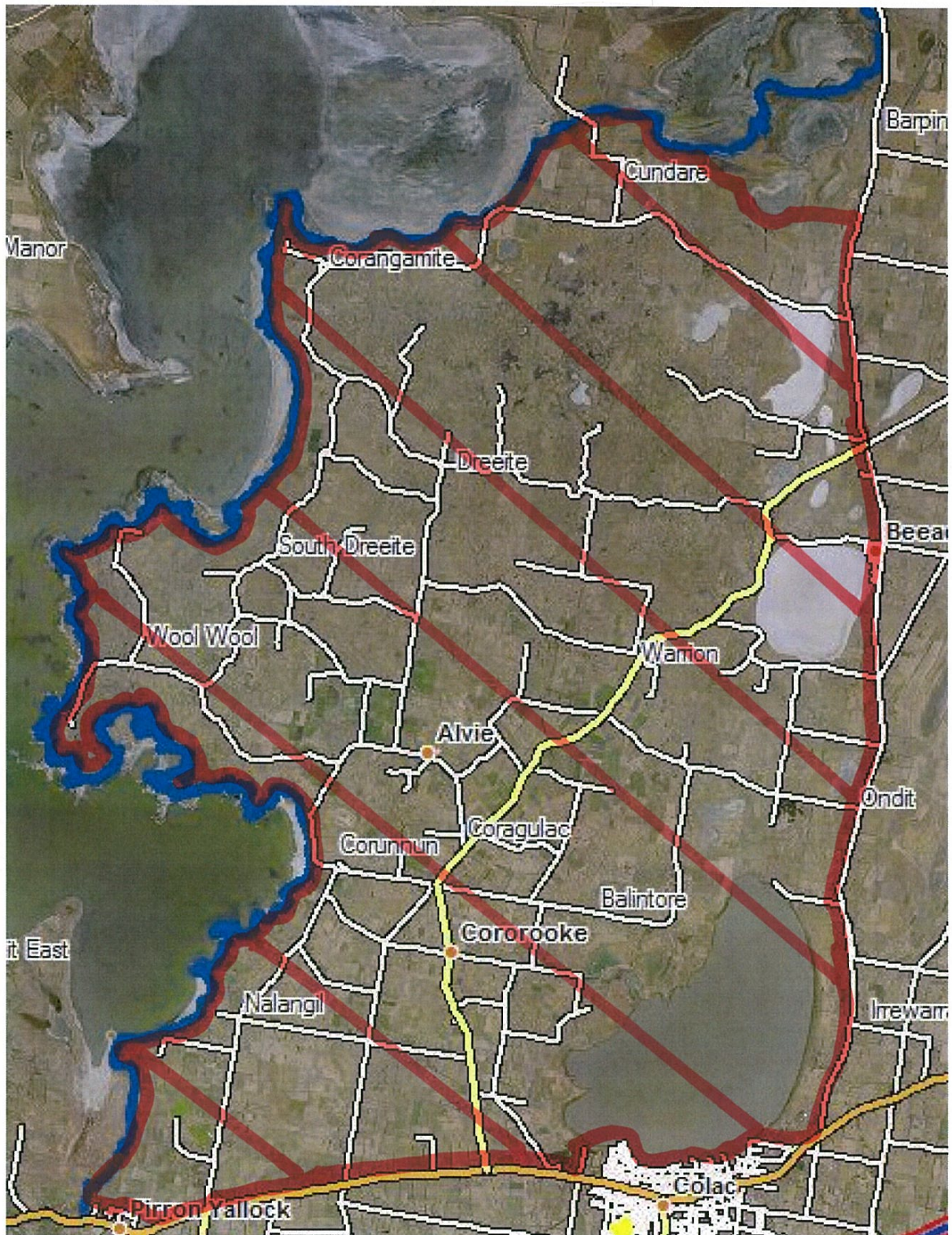
TIMELINE

If Council resolves to adopt Amendment C101cola and forward it to the Minister for Planning for approval, it is expected that the Amendment would be approved and gazetted by mid 2020.

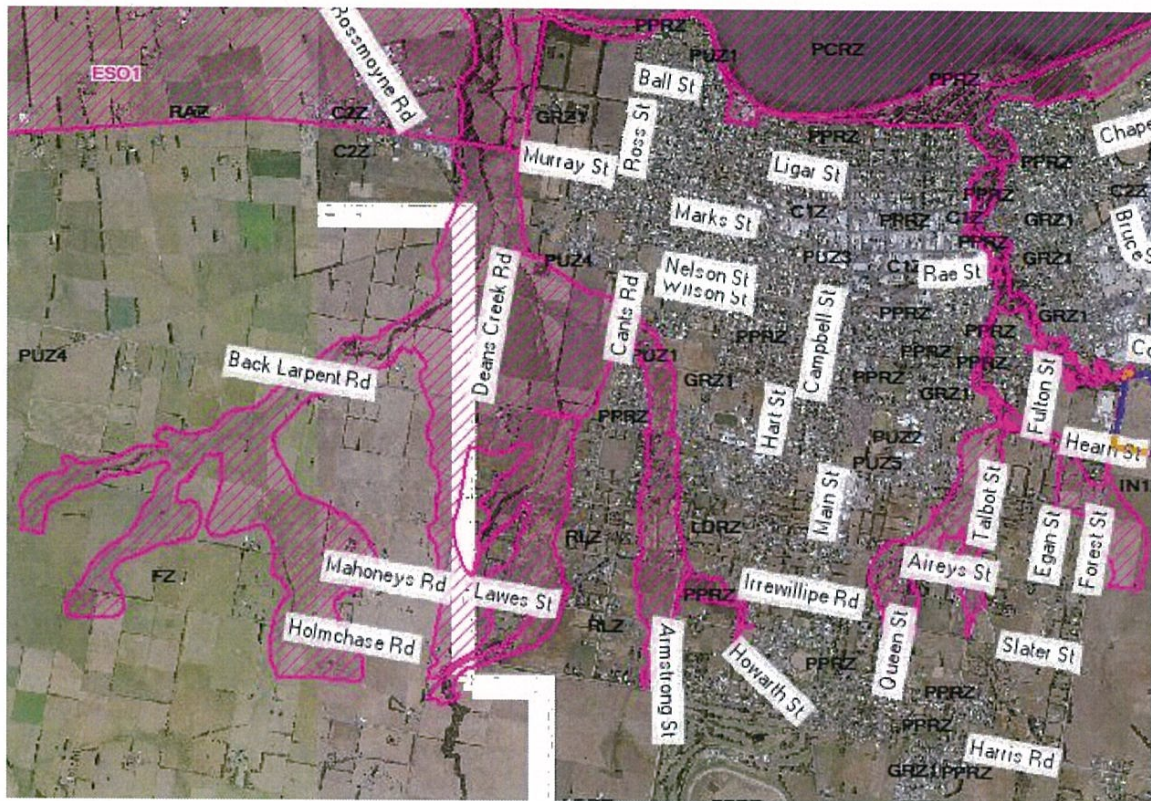
8. OFFICER DIRECT OR INDIRECT INTEREST

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

Attachment 1 - Extent of ESO1 Warrion Groundwater Area



Attachment 2 – Extent of current ESO2 within Colac



Planning and Environment Act 1987

COLAC OTWAY PLANNING SCHEME

AMENDMENT C101COLA

EXPLANATORY REPORT

Who is the planning authority?

This amendment has been prepared by the Colac Otway Shire, which is the planning authority for this amendment.

The Amendment has been made at the request of Colac Otway Shire.

Land affected by the Amendment

The Amendment applies to various parcels of land in the north of the municipality.

What the amendment does

The Amendment deletes the Environmental Significance Overlay Schedule 1 (ESO1) from the mapping and ordinance of the Colac Otway Planning Scheme and amends the mapping to the Environmental Significance Overlay Schedule 2 from the mapping of the Colac Otway Planning Scheme.

Specifically, the amendment seeks to make the following changes:

Planning Scheme Overlay Map Changes:

- Delete Planning Scheme Overlay Maps 1ESO1, 2ESO1, 5ESO1, 6ESO1, 7ESO1, 8ESO1, 9ESO1 10ESO1 and 11ESO1.
- Amend Planning Scheme Overlay Maps 5ESO2, 11ESO2 and 15ESO2 to remove the Environmental Significance Overlay Schedule 2 (ESO2) from various parcels of land in and around Colac township.

Planning Scheme Ordinance Changes:

- Delete Clause 42.01 Environmental Significance Overlay – Schedule 1 (Warrion Groundwater Area).
- Update the Schedule to Clause 72.03 – *What does this planning scheme consist of?* to delete reference to ESO1.
- Update the Schedule to Clause 66.04 to delete reference to ESO1.

Strategic assessment of the Amendment

Why is the Amendment required?

The amendment is required to update the Environmental Significance Overlay (ESO) that relates to the Warrion Groundwater Area in the north-west of the Shire and biodiversity values previously mapped by the Department of Environment, Land Water and Planning (DELWP) on waterways and wetlands in and around Colac township.

Warrion Groundwater Area

The amendment reviews the ESO1 relating to the Warrion Groundwater Area. The ESO1 currently covers a large area of land to the north-west of the Shire. The Overlay aims to protect and retain groundwater quality. However, both Barwon Water and Southern Rural Water, the determining authorities, have indicated that they do not require the ESO1 as it is not required to protect and retain groundwater quality. Barwon Water and Southern Rural Water recommend that the ESO1 be deleted from the planning scheme.

Biodiversity in Colac waterways

The amendment reviews the ESO2 relating to lakes, wetlands and watercourses in and around Colac township. The current ESO2 in Colac applies to the waterway floodplains of the Barongarook and Deans Creeks in Colac. A previous planning scheme amendment (C70) reviewed the ESO2 in and around Colac township. The ESO2 was mapped by the Department of Environment, Land, Water and Planning in 2009. On exhibition, the mapping proved to be inaccurate, and Council resolved to abandon the amendment. New mapping has not been prepared. This Amendment now seeks to remove the ESO2 mapping from the Barongarook and Deans Creeks in Colac due to mapping discrepancies.

How does the Amendment implement the objectives of planning in Victoria?

The amendment implements the objectives of planning in Victoria. It results from the regular monitoring and review of the Colac Otway Planning Scheme to ensure that it is maintained in a clear and useable form and that land can be used and developed in accordance with the Act.

How does the Amendment address any environmental, social and economic effects?

This amendment removes a redundant planning provision and improves recognition of the biodiversity values of the in the Shire. The amendment will address social and economic effects by updating the overlay coverage and removing unnecessary planning permit triggers which may restrict economic development.

Does the Amendment address relevant bushfire risk?

The amendment does not impact on existing bushfire controls and will not result in any increase to the risk to life, property, community infrastructure and the natural environment from bushfire.

Does the Amendment comply with the requirements of any Minister's Direction applicable to the amendment?

The amendment is consistent with the Ministerial Direction on the Form and Content of Planning Schemes under section 7(5) of the Act. Ministerial Direction No. 11 (Strategic Assessment of Amendments) is addressed through this Explanatory Report.

How does the Amendment support or implement the Planning Policy Framework and any adopted State policy?

The Amendment will assist in implementing of the PPF by ensuring that the land can be developed in accordance with relevant state policy.

How does the Amendment support or implement the Local Planning Policy Framework, and specifically the Municipal Strategic Statement?

The Amendment will assist in implementing of the LPPF by ensuring that the land can be developed in accordance with relevant local policy and that environmental protection

afforded through the LPPF will continue to be applied to environmentally sensitive land in Colac.

Does the Amendment make proper use of the Victoria Planning Provisions?

The amendment will ensure that Victorian Planning Provisions are applied correctly.

How does the Amendment address the views of any relevant agency?

Relevant authorities will be notified as part of the standard notice requirements during the exhibition period of this Amendment.

Does the Amendment address relevant requirements of the Transport Integration Act 2010?

The Transport Integration Act 2010 is not impacted by this amendment.

Resource and administrative costs

What impact will the new planning provisions have on the resource and administrative costs of the responsible authority?

The amendment will result in no negative impact on the resource and administrative costs for the Responsible Authority as the proposed changes are minor in nature. Administration of the Colac Otway Planning Scheme will likely be more efficient as a result of this amendment.

Panel hearing dates

In accordance with clause 4(2) of Ministerial Direction No.15 the following panel hearing dates have been set for this amendment:

- Directions hearing: To commence in the week of 1 June 2020
- Panel hearing: To commence in the week of 29 June 2020

Where you may inspect this Amendment

The Amendment is available for public inspection, free of charge, during office hours at the following place:

Colac Otway Shire Council
2-6 Rae Street
COLAC VIC 3250

The Amendment can also be inspected free of charge at the Department of Environment, Land, Water and Planning website at www.delwp.vic.gov.au/public-inspection.

Planning and Environment Act 1987

COLAC OTWAY PLANNING SCHEME

Notice of the Preparation of an Amendment to a Planning Scheme

Amendment C101cola

The land affected by the Amendment is land generally in the north of Colac Otway Shire and in and adjacent to Colac township.

The Amendment proposes to delete the Environmental Significance Overlay Schedule 1 (ESO1) from the mapping and ordinance of the Colac Otway Planning Scheme and amend the mapping to the Environmental Significance Overlay Schedule 2 from the mapping of the Colac Otway Planning Scheme.

Specifically, the amendment seeks to make the following changes:

Map Changes:

- Delete Planning Scheme Overlay Maps 1ESO1, 2ESO1, 5ESO1, 6ESO1, 7ESO1, 8ESO1, 9ESO1 10ESO1 and 11ESO1.
- Amend Planning Scheme Overlay Maps 5ESO2, 11ESO2 and 15ESO2 to remove the Environmental Significance Overlay Schedule 2 (ESO2) from various parcels of land in and around Colac township.

Ordinance Changes:

- Delete Clause 42.01 Environmental Significance Overlay – Schedule 1 (Warrion Groundwater Area).
- Update the Schedule to Clause 66.04 to delete reference to ESO1.
- Update the Schedule to Clause 72.03 – *What does this planning scheme consist of?* to delete reference to ESO1.

You may inspect the Amendment, the Explanatory Report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations:

during office hours, at the office of the planning authority:

Colac Otway Shire Council
2-6 Rae Street
COLAC VIC 3250.

- at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection.

Any person who may be affected by the Amendment may make a submission to the planning authority about the amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions.

The closing date for submissions is **20 February 2020**. Written submissions should be titled 'Amendment C101cola Submission' and emailed to inq@colacotway.vic.gov.au or posted to: Strategic Planning, Colac Otway Shire Council, PO Box 283, Colac, Victoria 3250.

The planning authority must make a copy of every submission available at its office for any person to inspect free of charge until the end of the of two months after the amendment comes into operation or lapses.

A handwritten signature in black ink, appearing to read 'DM', is positioned above the printed name and title.

DOUG MCNEILL
Manager Planning Building and Health
Colac Otway Shire Council

COLAC OTWAY PLANNING SCHEME

29/10/2015
VC101

SCHEDULE TO CLAUSE 66.04

1.0

-/-/-/-/-
Proposed C101cola

Referral of permit applications under local provisions

Clause	Kind of application	Referral authority	Type of referral authority
Clause 4 of Schedule 2 to Clause 42.01 (ESO2)	All applications	Department of Environment, Land, Water and Planning	Determining referral authority
Clause 4 of Schedule 3 to Clause 42.01 (ESO3)	All applications within the Gellibrand or Gellibrand South Catchment	Wannon Region Water Corporation Barwon Region Water Corporation	Determining referral authority Determining referral authority
	All other applications		
Clause 5 of Schedule 4 to Clause 42.01 (ESO4)	All applications	Corangamite Catchment Management Authority	Recommending referral authority
Clause 3 of Schedule 6 to Clause 42.01 (ESO6)	All applications	Barwon Region Water Corporation	Determining referral authority
Clause 5 of Schedule 1 to Clause 42.02 (VPO1)	All applications	Department of Environment, Land, Water and Planning	Determining referral authority
Schedule 2 to Clause 45.02 (AEO)	An application for a use listed in Schedule 2	Airport owner	Determining referral authority

COLAC OTWAY PLANNING SCHEME

31/07/2018
VC148**SCHEDULE TO CLAUSE 72.03 WHAT DOES THIS PLANNING SCHEME CONSIST OF?****1.0**

Proposed C101cola

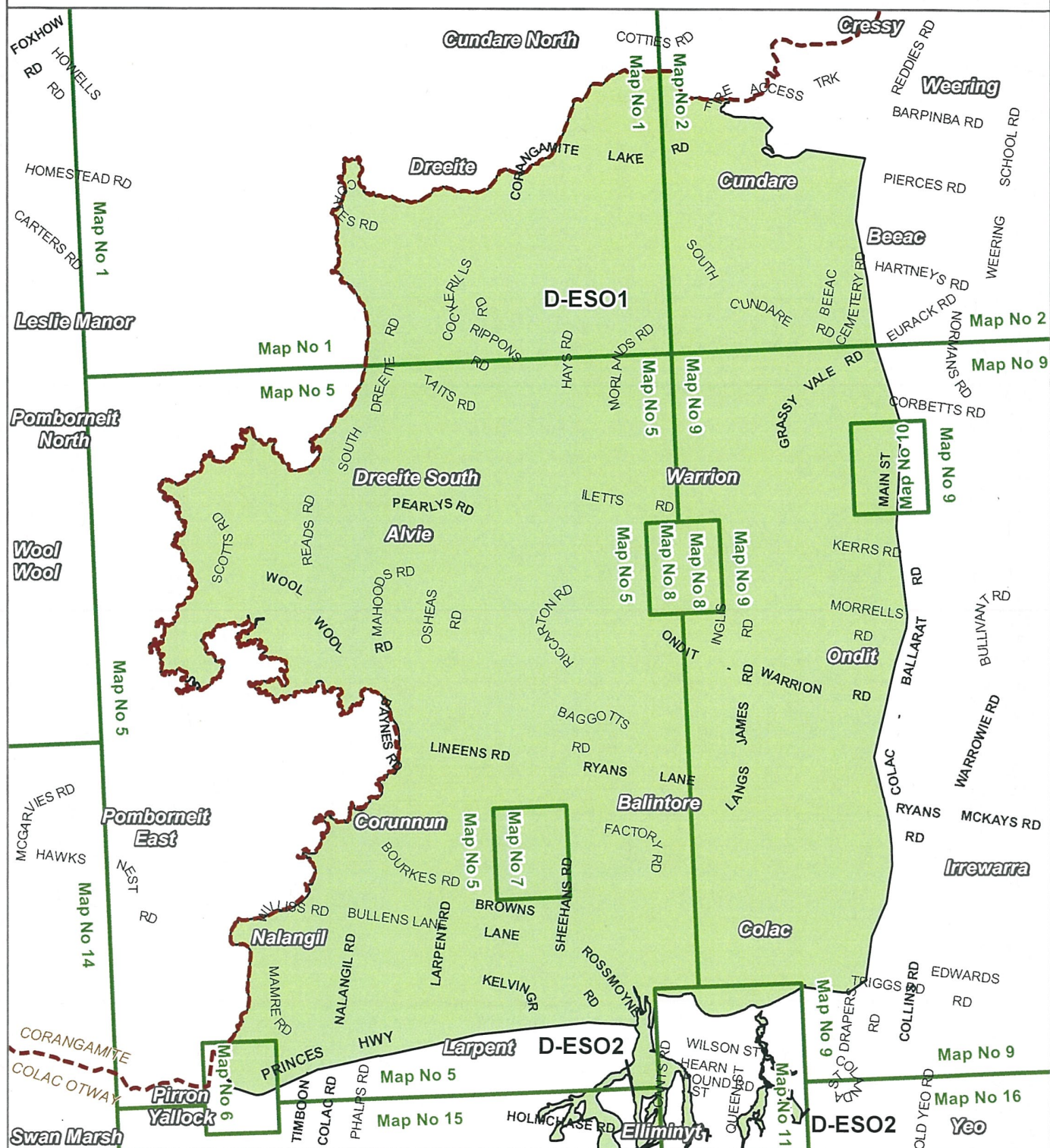
Maps comprising part of this planning scheme:

- 1, 1ESO2, 1ESO4, 1HO, 1LSIO-FO, 1SLO, 1VPO2
- 2, 2ESO2, 2ESO3, 2ESO4, 2HO, 2LSIO-FO, 2SLO, 2VPO2
- 3, 3ESO2, 3ESO4, 3HO, 3LSIO-FO, 3RO
- 4, 4ESO4, 4HO, 4LSIO-FO, 4VPO2
- 5, 5DDO, 5DPO, 5EAO, 5EMO, 5ESO2, 5ESO4, 5HO, 5LSIO-FO, 5PAO, 5VPO1, 5BMO
- 6, 6HO, 6LSIO-FO, 6PAO, 6VPO1, 6RO, 6BMO
- 7, 7HO
- 8, 8HO, 8SLO
- 9, 9AEO, 9DDO, 9DPO, 9EMO, 9ESO2, 9ESO4, 9ESO6, 9HO, 9LSIO-FO, 9PAO, 9SLO1, 9VPO2, 9BMO
- 10, 10ESO2, 10ESO4, 10HO, 10LSIO-FO
- 11, 11DDO, 11DPO, 11EMO, 11ESO2, 11HO, 11LSIO-FO, 11PAO, 11SLO1, 11VPO1, 11PO
- 12, 12DDO, 12EMO, 12ESO4, 12HO, 12LSIO-FO, 12PAO, 12VPO2, 12BMO
- 13, 13DDO, 13HO, 13EMO, 13ESO3, 13LSIO-FO, 13VPO
- 14, 14ESO4, 14EMO, 14HO, 14LSIO-FO, 14VPO1, 14VPO2, 14BMO
- 15, 15EMO, 15ESO2, 15ESO3, 15HO, 15LSIO-FO, 15SLO, 15VPO1, 15VPO2, 15BMO, 15RO
- 16, 16DDO, 16DPO, 16EMO, 16ESO2, 16ESO3, 16ESO4, 16HO, 16LSIO-FO, 16VPO1, 16VPO2, 16SLO, 16BMO, 16RO
- 17, 17EMO, 17HO, 17LSIO-FO, 17BMO
- 18, 18EMO, 18HO, 18LSIO-FO, 18SLO, 18BMO
- 19, 19EMO, 19ESO2, 19ESO3, 19HO, 19LSIO-FO, 19SLO, 19VPO1, 19VPO2, 19BMO
- 20, 20EMO, 20ESO2, 20ESO3, 20HO, 20LSIO-FO, 20VPO1, 20BMO
- 21, 21EMO, 21ESO2, 21ESO3, 21ESO4, 21HO, 21LSIO-FO, 21SLO3, 21VPO1, 21VPO2, 21BMO
- 22, 22EMO, 22ESO2, 22ESO3, 22HO, 22SLO3, 22VPO2, 22BMO
- 23, 23DDO, 23EMO, 23ESO2, 23ESO4, 23HO, 23LSIO-FO, 23SLO, 23NC0, 23BMO
- 24, 24DDO, 24EMO, 24ESO2, 24HO, 24LSIO-FO, 24SLO, 24NC0, 24BMO
- 25, 25EMO, 25ESO2, 25ESO3, 25ESO4, 25HO, 25LSIO-FO, 25SLO4, 25VPO1, 25VPO2, 25BMO
- 26, 26EMO, 26ESO2, 26ESO3, 26HO, 26LSIO-FO, 26SLO3, 26SLO4, 26VPO1, 26VPO2, 26BMO
- 27, 27AEO, 27DDO5, 27DDO6, 27DDO7, 27DDO10, 27DPO4, 27DPO5, 27EMO, 27ESO2, 27ESO3, 27HO, 27LSIO-FO, 27PAO, 27SLO3, 27VPO1, 27VPO2, 27BMO
- 28, 28DDO, 28EMO, 28ESO2, 28HO, 28LSIO-FO, 28NC0, 28SLO, 28SLO3, 28SLO5, 28VPO2, 28BMO

COLAC OTWAY PLANNING SCHEME

- 29, 29DDO7, 29DDO10, 29DPO, 29EMO, 29ESO2, 29HO, 29LSIO-FO, 29PAO, 29SLO3, 29BMO, 29PO
- 30, 30AEO, 30DDO7, 30EMO, 30ESO2, 30HO, 30LSIO-FO, 30SLO3, 30VPO1, 30BMO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

- D-ESO - Area to be deleted from an Environmental Significance Overlay
- Local Government Area

Part of Planning Scheme Maps 1ESO, 2ESO, 5ESO, 6ESO, 7ESO, 8ESO, 9ESO, 10ESO, 11ESO & 15ESO



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Environment,
Land, Water
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COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION
AMENDMENT C101cola

CORANGAMITE
SHIRE

LEGEND

D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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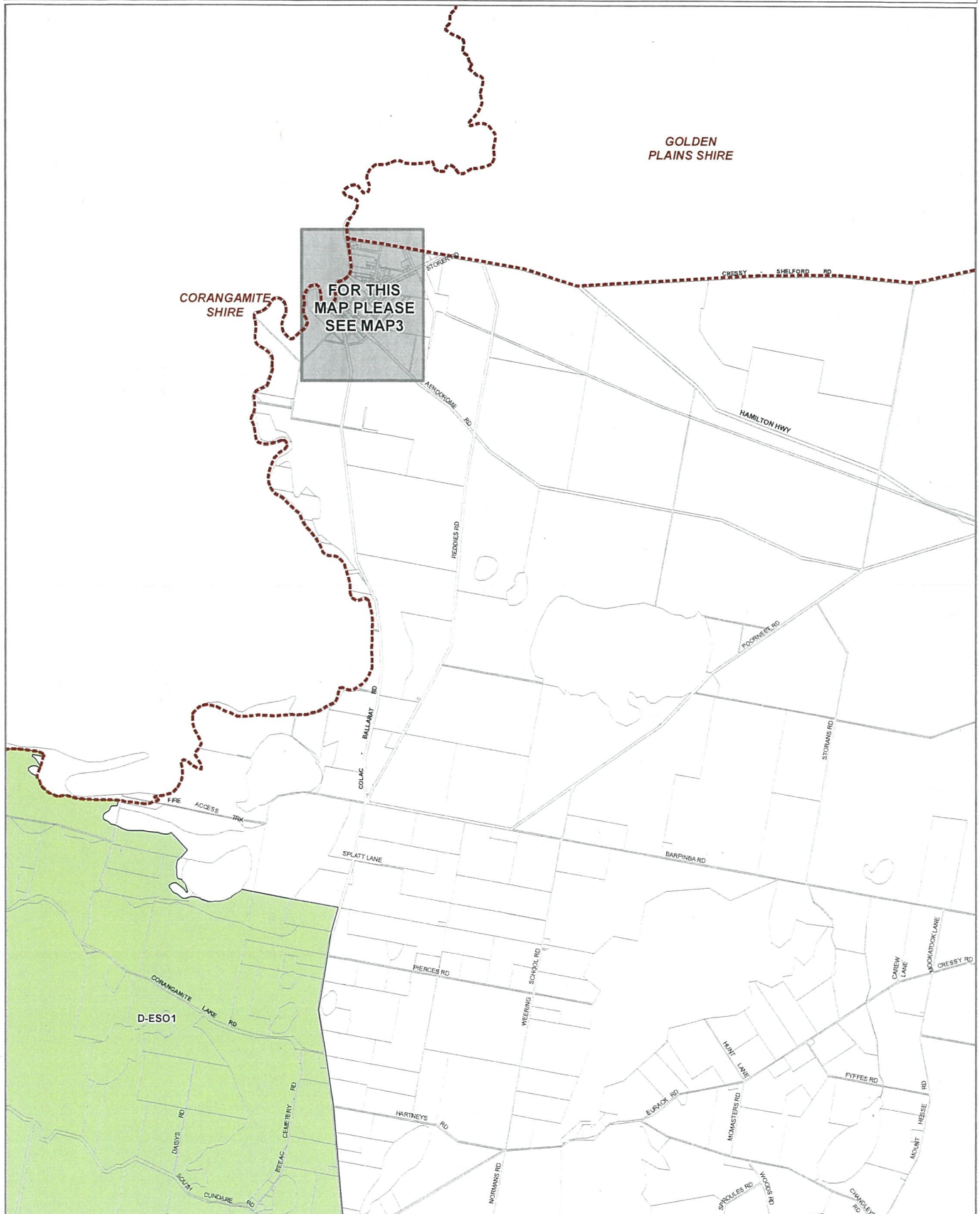
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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 1ES0
212

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

D-ESO1 - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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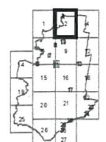
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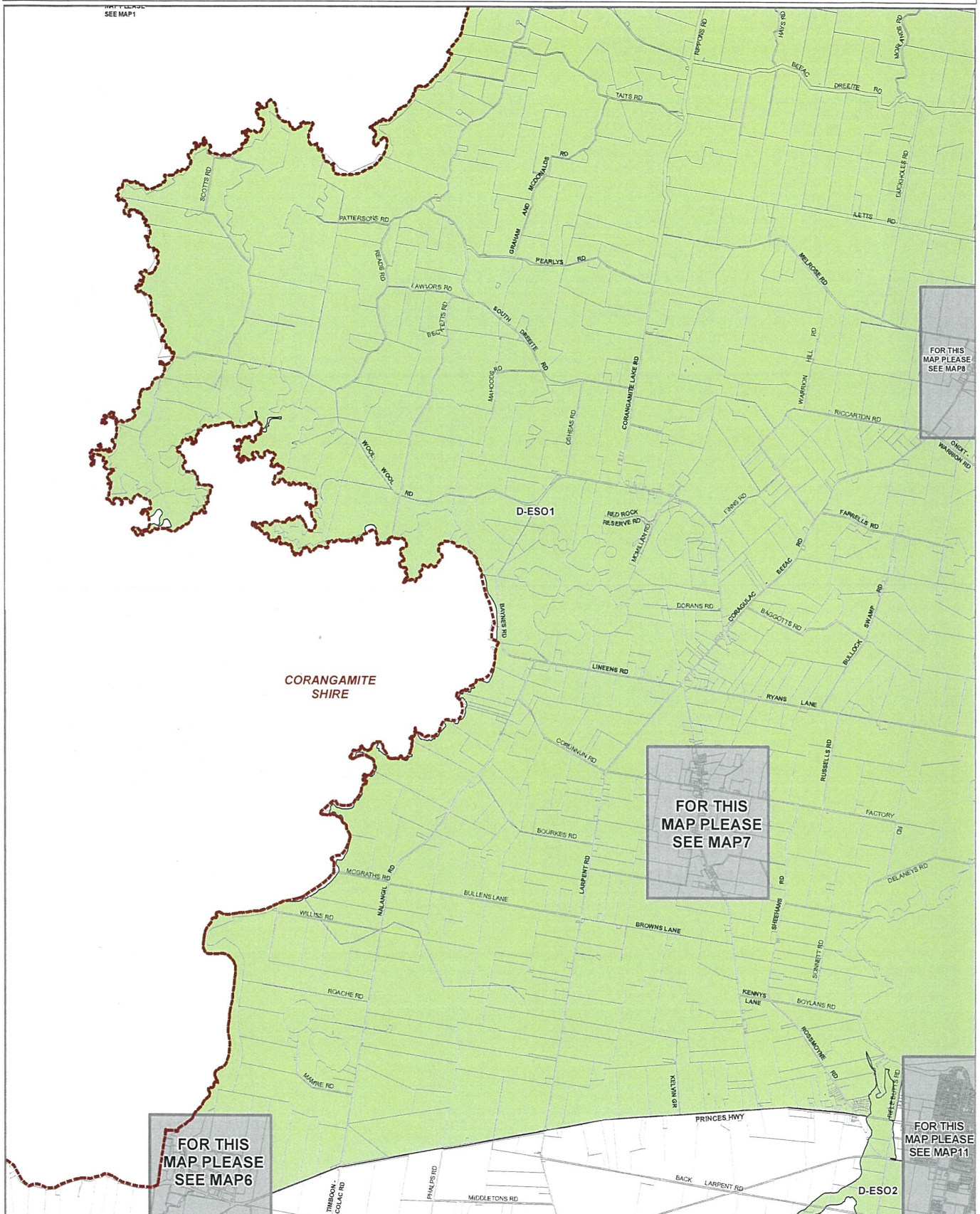


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COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

■ D-ESO - Area to be deleted from an Environmental Significance Overlay

■ Municipal Boundary

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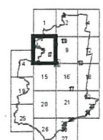
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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

Agenda Ordinary Council Meeting - 22 April 2020

MAP No 5ESO

214

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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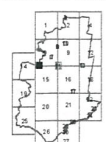
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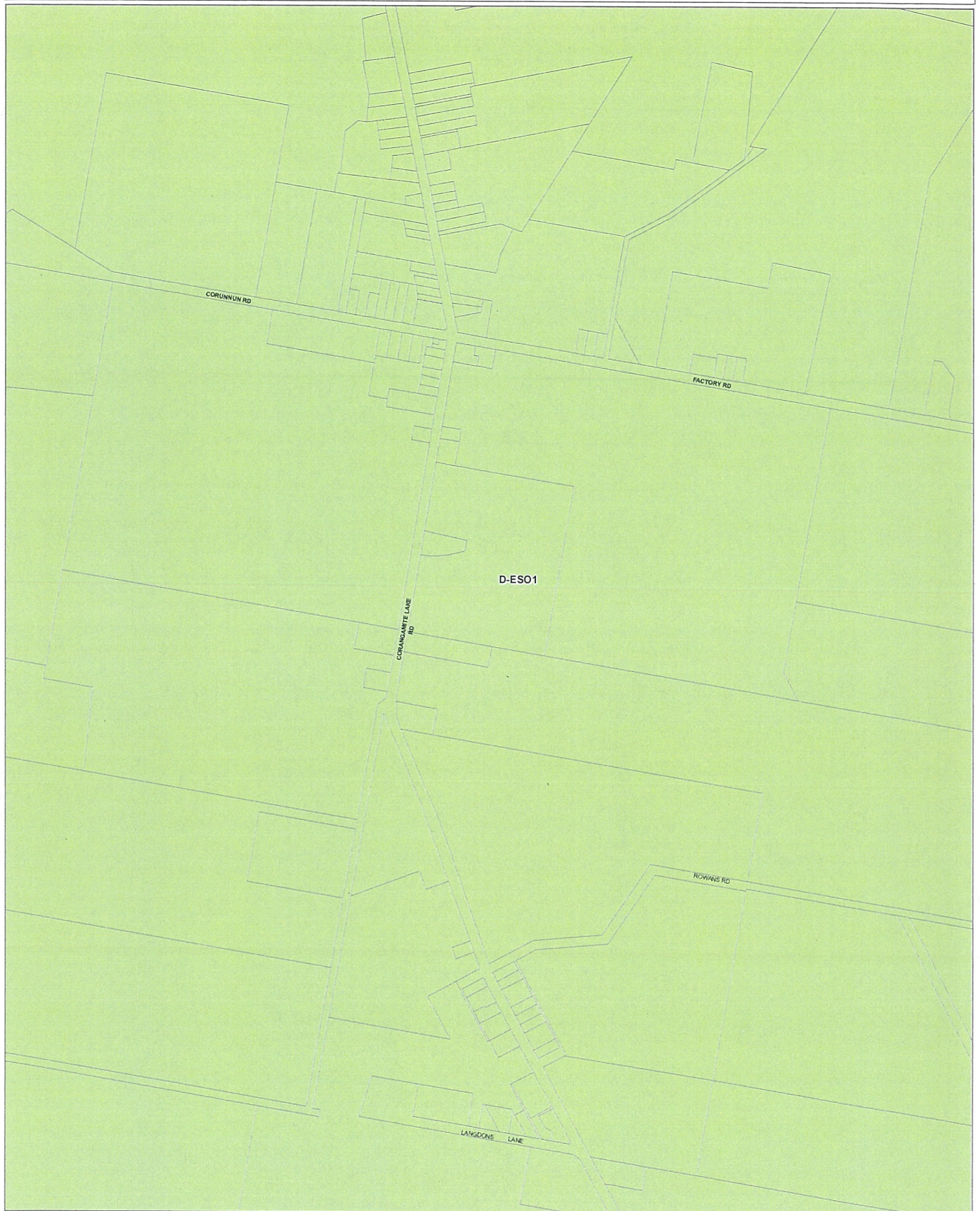


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COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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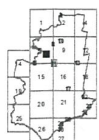
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and Planning

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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 7ESO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

- D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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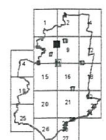
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AREA TO BE DELETED FROM A ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 8ESO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

■ D-ESO - Area to be deleted from an Environmental Significance Overlay

■ Municipal Boundary

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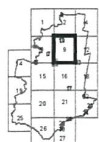
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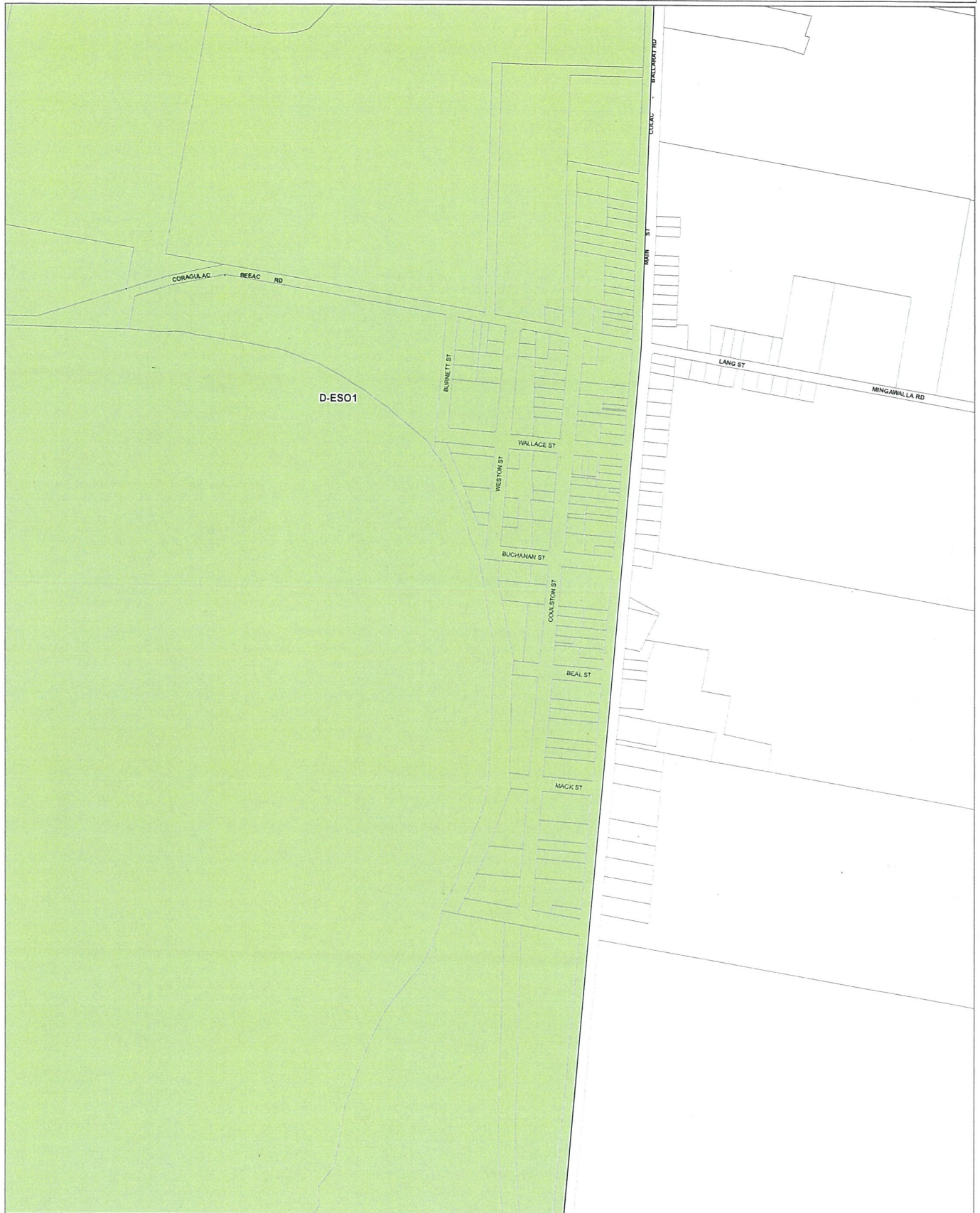
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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 9ESO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

□ D-ESO - Area to be deleted from an Environmental Significance Overlay

■ Municipal Boundary

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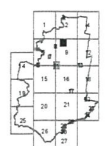
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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 10ESO
219

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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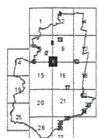
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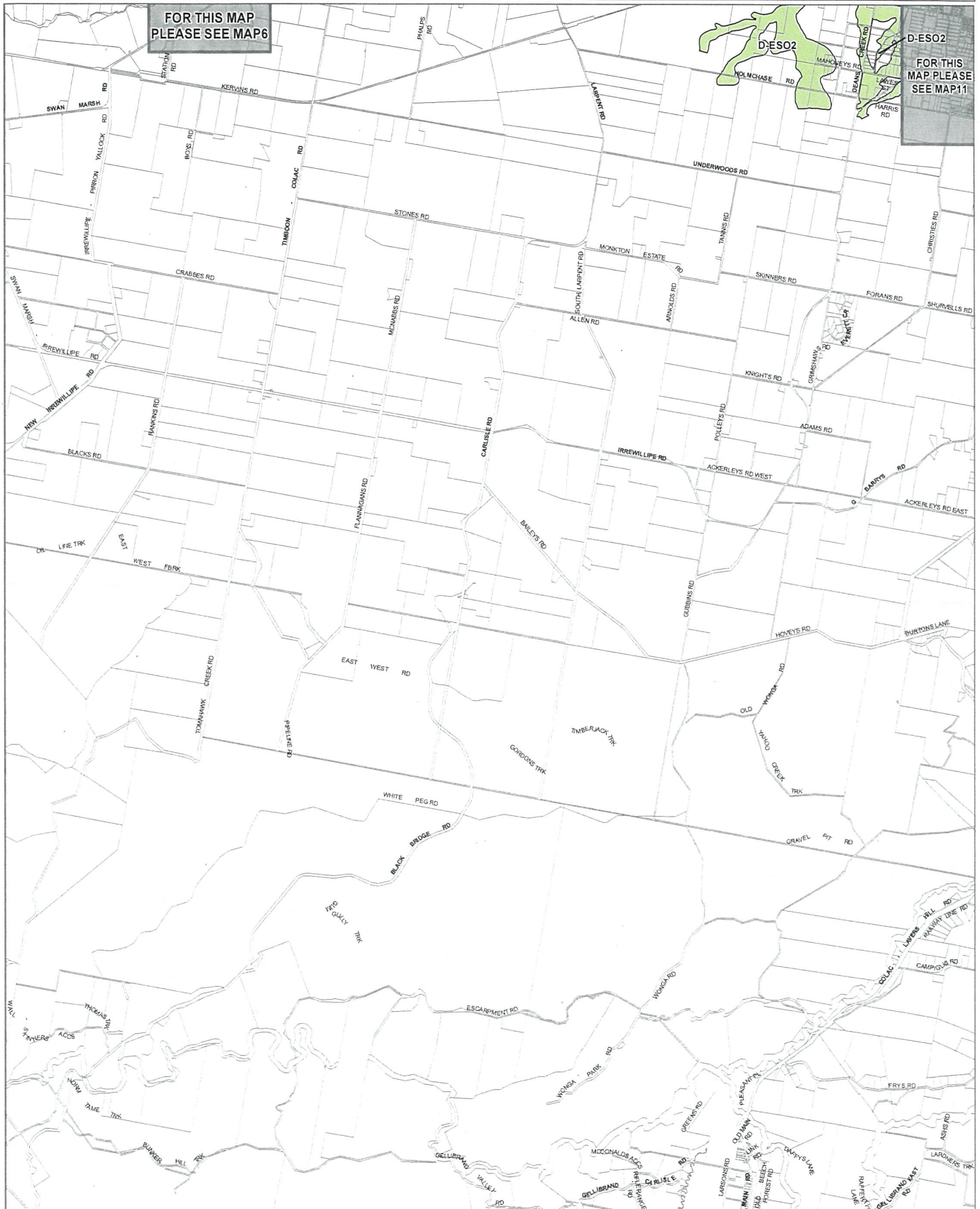
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AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY

MAP No 11ESO

COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



FOR THIS MAP
PLEASE SEE MAP6

FOR THIS
MAP PLEASE
SEE MAP11

LEGEND

D-ESO - Area to be deleted from an Environmental Significance Overlay

Municipal Boundary

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NORTH

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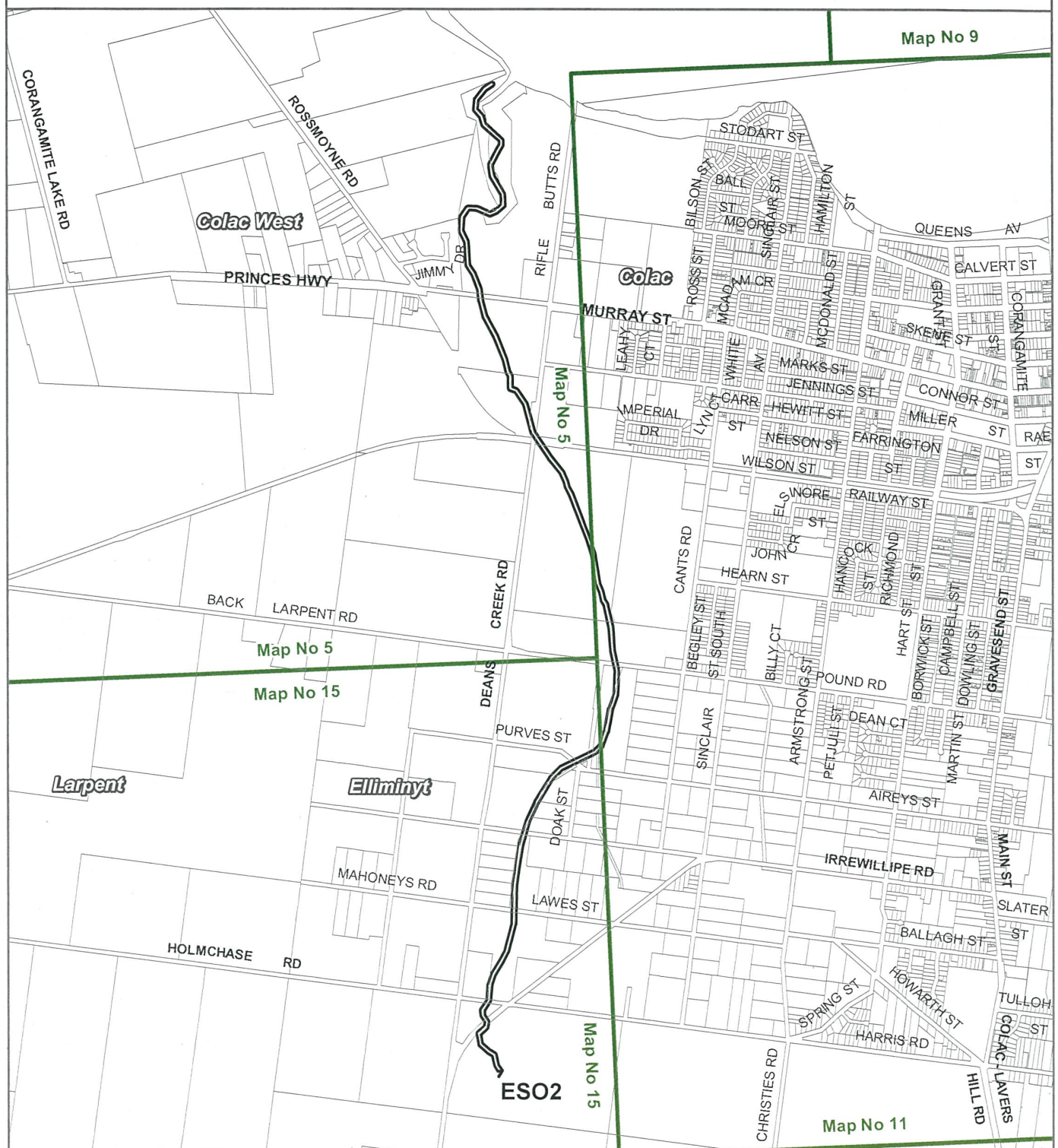
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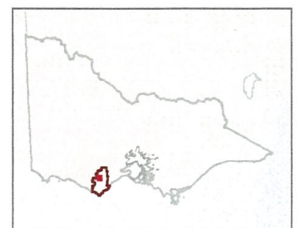
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COLAC OTWAY PLANNING SCHEME - LOCAL PROVISION AMENDMENT C101cola



LEGEND

- ESO2 - Environmental Significance Overlay - Schedule 2
- Local Government Area



Part of Planning Scheme Maps 5ESO, 11ESO & 15ESO

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Planning Group
Print Date: 19/11/2019
Amendment Version: 1



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Environment,
Land, Water
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Item: 10.9

Section 86 Committees Transition Report

OFFICER	Peter Macdonald
GENERAL MANAGER	Errol Lawrence
DIVISION	Corporate Services
ATTACHMENTS	<ol style="list-style-type: none">1. Section 86 Committees Progress Report - April 2020 [10.9.1 - 3 pages]2. COS S86 Management Agreement (MASTER TEMPLATE) [10.9.2 - 27 pages]
PURPOSE	To provide an update on Section 86 Committee transitions

1. EXECUTIVE SUMMARY

Under Section 86 of the *Local Government Act 1989* (the Act), a Council may establish a special committee and may by instrument of delegation delegate any of its functions, duties or powers under this or any other Act to a special committee.

At its Ordinary Council meeting in April 2018, Council endorsed the replacement of the current Section 86 Committee structure with Community Asset Committees and, among other things, resolved to assist the Community Asset Committees become incorporated associations.

Since this resolution was made, Council officers have been undertaking extensive consultation with existing Section 86 Committees to assist in their transition to incorporated Community Asset Committees. In the meantime, the terms of some Committees have expired nevertheless Council officers will continue to work with interested community members in order to put in place suitable arrangements for the ongoing management of Council assets such as halls which are central to many small communities.

COVID-19 and the State and Federal Government restrictions now in place have significantly impacted this process. As well, the *Local Government Act 2020* received royal assent on 24 March and is to have a four-staged implementation with one of the first requirements of Councils being to address delegations to committees by 1 September 2020. This new legislation will require Section 86 Committees to transition to another suitable governance structure by 1 September 2020. Officers are mindful of the regulations of COVID-19 and the new Act and will undertake all work possible in the meantime to prepare for transitions.

2. RECOMMENDATION

That Council:

- 1. notes that one Section 86 Committee has transitioned to an incorporated Community Asset Committee;***
- 2. notes the progress of transition of 22 other Section 86 Committees to incorporated Community Asset Committees;***
- 3. acknowledges that the following Section 86 Committees may be better suited to transitioning to a governance structure other than that of a Community Asset Committee:***
 - a) Tirrengower Drainage Scheme Committee;***
 - b) Old Beechy Rail Trail Committee;******and that Council officers will continue to work with these Committees to assist with appropriate transitions;***
- 4. acknowledges that while ongoing efforts will be made to assist Section 86 Committees transition to incorporated Community Asset Committees by June 2020, officers will continue to provide assistance and support to them; and***
- 5. acknowledges that implications of the COVID-19 pandemic and the introduction of the Local Government Act 2020 will require Council to be flexible in its approach to dealings with Section 86 Committees until 1 September 2020.***

3. KEY INFORMATION

At the Ordinary Meeting of Council on 18 April 2018, it was resolved:

That Council:

- 1. endorses the replacement of the current Section 86 Committee structure with Community Asset Committees, in line with the proposed changes to the Local Government Bill;***
- 2. assists, financially and practically, the Community Asset Committees to become incorporated associations;***
- 3. enters into Management Agreements with the Community Asset Committees; and***
- 4. commences the transition of Section 86 Committees to Community Asset Committees in May 2018, to be completed by June 2020.***

To enact this resolution of Council, officers continued to work collaboratively with Section 86 Committees of Management to provide members with guidance and support. Officers also developed an extensive range of resource materials to assist Committees with their transition. The following materials were made available on Council's website:

- Community Asset Committees – Conflict of Interest – An Overview
- Community Asset Committees – Conflict of Interest – Model Policy
- Community Asset Committees – Dispute Resolution – An Overview
- Community Asset Committees – Meetings and Decisions – An Overview
- Community Asset Committees – Meetings and Decisions – Model Policy
- Community Asset Committees – Code of Conduct – An Overview

- Community Asset Committees – Code of Conduct Including Gifts – Model Policy
- Community Asset Committees – Dispute Resolution – Model Policy
- Community Asset Committees – Annual Return – Template
- Community Asset Committees – Business Plan – Template
- Board Charter – Example Template
- Community Asset Committees – Information Pack

In addition to the provision of these materials, training was provided throughout the municipality to allow Committee members the opportunity to increase understanding. Between one and three (dependent on the requirements of Committees) training sessions and meetings have been held at sites designated by the Section 86 Committee commencing in May 2018; these have been ongoing as required. Many of these meetings/sessions have taken place at times that have aligned with normal committee meetings which has entailed the officer attending out of standard work hours.

A brief breakdown of time allocated to the project currently:

- Development of initial report and recommendations – 60 hours
- Development of resources for inclusion on Council’s website – 100 hours
- Attendance at meetings of committees, phone calls and emails to discuss transition process – 170 hours
- Development and consultation, including phone calls and emails, with committees on Management Agreements – 175 hours
- Attendance at internal meetings – 30 hours

As work has been undertaken by officers to facilitate transition in accordance with the resolution of Council, the three yearly re-appointment of Committees has not been actively pursued by officers who focussed instead on delivering the outcome resolved by Council in April 2018. While this three-year term is stated in the Section 86 Committees Council Policy, the Instruments of Delegation have no end date and remain in place until revoked by Council.

Council continues to work with current Committees and interested persons from expired Committees to achieve the resolution of Council. Correspondence was sent to all expired Committees in late March, and a further communication was issued soon after with regards to Directions issued by the Chief Health Officer as a consequence of COVID-19 and how these Directions impacted on the activities typically conducted by Section 86 Committees at community halls. The ongoing State of Emergency and continued restrictions on the movement of people in response to COVID-19 is likely to impact the transition process for some time to come.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Extensive consultation and engagement has been undertaken with current Section 86 Committees since Council’s resolution of 18 April 2018 in order to assist Committee members in the transition to an incorporated Community Asset Committee. This consultation has consisted of meetings with the committees, meetings with executive members of the committees, phone calls and emails.

All Committees were provided with a draft copy of the proposed Management Agreement to discuss and make recommendations on how the Management Agreement could best reflect the needs of that particular Committee and the asset it manages. These discussions have provided vital information to Council on historical actions taken by Council that have impacted on the Committee’s capacity to

manage the asset. The Management Agreements will reflect these actions and Council's responsibilities into the future.

The key areas of responsibility of the Incorporated Community Asset Committee as outlined in the Management Agreement are to:

- a. Develop and implement policies, procedures and a business plan for effective and efficient management. These policies, procedures and plan should reflect Council's commitment to be a Child Safe organisation and the goals and objectives of Council's plans.
- b. Encourage shared use of the facility by a diverse range of groups and individuals.
- c. Manage, operate and maintain the Property in accordance with adopted policies, procedures and principles of sound financial management;
- d. Administer the terms and conditions under which the Property will be made available for use by the general public and by specific user groups through establishment of user agreements;
- e. Promote and develop the use of the Property with a view to maximising use of the community asset through the development of a facility development plan in partnership with council;
- f. Comply with all relevant legislation, regulations and guidelines.

The consultation process has also led to communities having discussions on their capacity to have responsibility on multiple community committees within their community when there are limited numbers of people available.

To this end, a number of communities are amalgamating two or more committees to better utilise their limited resources.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 1 - Our Prosperity

3. Strengthen partnerships with key stakeholders to benefit the whole community.

Theme 2 - Our Places

1. Assets and infrastructure meet community needs.
2. Our places are managed for long-term sustainability.
3. Towns and places are welcoming and attractive.

Theme 3 - Our Community

1. Increase social connection opportunities and community safety.
4. Provision of resources to support physical activity by the community.
6. Community planning informs provision of Council services and social infrastructure.

Theme 4 - Our Leadership & Management

1. Effectively manage financial resources.
4. Provide value for money services for our community.
5. Communicate regularly with our community and involve them in decision-making.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

As incorporated Community Asset Committees, while still having ties to Colac Otway Shire via the Management Agreement, these Committees are able to act more autonomously as an incorporated association reporting annually to Consumer Affairs Victoria and are able to set their own fees and charges, as well as to apply for grants.

LEGAL & RISK

As per section 9 of the Management Agreement, Council will insure the asset. As the asset manager of a Council property, the Committee is covered by Council's Public Liability Insurance.

FINANCIAL & BUDGETARY

All current Section 86 properties are listed on Council's Asset Register and as such, provision for maintenance and renewal will be made in line with Council's budgetary process.

7. IMPLEMENTATION STRATEGY

To implement the April 2018 resolution of Council, officers will continue to liaise however possible with Committees to finalise their individual Management Agreements and clarify any issues they may have with the incorporation process. It should be noted that the COVID-19 pandemic has impacted greatly on this process.

COMMUNICATION

While COVID-19 regulations are in place, officers will continue to communicate as much as possible with each Section 86 Committee via phone and email.

TIMELINE

As a result of COVID-19 among other factors (such as the desire of some Committees to amalgamate), it is unlikely the resolution's timeline of June 2020 will be met for all Section 86 Committees. The implementation of the *Local Government Act 2020* and the legislative changes to Committees this will have will also impact on the timeline for delivery of this transition.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Section 86 Committee Progress

Committee	Progress	End of 3 Year Cycle
Alvie Recreation Centre Committee	Management Agreement provided for review 8/5/2018. Will attend next meeting to finalise. Meeting to be held in February 2020.	2018
Barongarook Hall & Tennis Reserve Committee	Management Agreement provided for review 4/9/2018. Attended meeting 20/11/2019 to finalise. Some clarification on toilets and potable water required in Management Agreement	2018
Barwon Downs Hall Committee	Met with Barwon Downs Community Group Incorporated and Barwon Downs Hall Committee – 22/1/2020. The Community Group has proposed that they become the Committee responsible for the Barwon Downs Hall. The Hall Committee agreed to this proposal. A copy of the Management Agreement was provided to all members for discussion. Meeting to be held to finalise agreement.	2020
Beech Forest Hall Committee	Management Agreement provided for review 22/5/2018. Meeting held 21 Oct to finalise committee structure. Structure agreed to. Committee will send email outlining some issues for clarification before signing.	2019
Beech Forest Recreation Reserve Committee	Management Agreement provided for review 22/5/2018. Meeting held 21 Oct to finalise committee structure. Structure agreed to. Committee will send email outlining some issues for clarification before signing.	2019
Birregurra Hall Committee	Preparing to finalise. Met on	2020

	21/2/2020 to discuss Management Agreement	
Carlisle River Recreation Reserve Committee	Management Agreement provided for review 8/6/2018. Discussion regarding Rec Reserve and Hall future plan. Meeting held 5/12/2019 to discuss model. COS to contact DELWP in regard to proposed structure. DEWLP have responded to the Hall committee requesting that they respond to request.	2019
Chapple Vale Hall Committee	Management Agreement provided for review 22/11/2019. Meeting set for February 11th 2020 to discuss.	2020
Municipal Aerodrome Committee	No longer part of process as council is now manager of the asset	2018
Cororooke Hall Committee	Has become incorporated. Council awaiting signed Management Agreement.	2018
Cressy Hall Committee	Management Agreement provided for review 4/9/2018. Further meeting to be held.	2020
Eurack Public Hall & Tennis Reserve Committee	Ready to be incorporated and sign agreement. Management Agreement sent 14/10/2019. Committee will be in touch regarding timing	2018
Irrewillipe Hall Committee	Management Agreement provided at Committee meeting 22/10/2019. Committee to review and set up meeting for finalisation.	2018
Kennett River Tennis Reserve Committee of Management	Discussion on Leasing facility to Caravan Park. Referred to the Best Use of Buildings Committee for input.	2018
Larpent Public Hall Committee	Meeting held on 21/1/2020. Management Agreement discussed. Committee to provide responses to finalise agreement. Hall committee to write to Maddie Bisits re future of hall and location.	2019
Lavers Hill Hall Committee	Management Agreement provided for review 22/5/2018. Committee will be back in contact re a date to	2020

	meet. Response provided to questions from committee – 18/2/2020. Meeting to be set for April.	
Pirron Yallock Recreation Reserve Committee	Management Agreement provided for review 4/7/2018. Committee will set up meeting to finalise	2018
Stoneyford Hall Committee	Multiple messages left to set up meeting to finalise. Meeting yet to be set.	2018
Swan Marsh Hall & Tennis Reserve Committee	Meeting to be arranged early in the New Year to discuss.	2019
Warncoort Tennis Reserve Committee	Already incorporated. Management Agreement sent 20/11/2019	2019
Warrion Hall Committee	Finalised	2019
Yeo Recreation Reserve Committee	Management Agreement provided for review 21/10/2019. Meeting to be held to finalise	2019



MANAGEMENT AGREEMENT

Property

COLAC OTWAY SHIRE COUNCIL

and

Insert Name.

INCORPORATION NUMBER: Insert Number

for

Insert Address

Date of Agreement	DATE
Starting date	DATE
Expiry date	DATE
File No	



COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

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COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

This Management Agreement is made on day of **[insert year]**

Between

Colac Otway Shire Council ("Council")

of 2 – 6 Rae Street, Colac VIC 3250

and

Name and Address

The Parties Agree:

1. PURPOSE

The purpose of this Agreement is to:

- (a) Define the relationship between the Council and the Incorporated Community Asset Committee;
- (b) Identify the respective roles of each party in relation to the effective management of the Property; and
- (c) Establish occupancy arrangements to enable the Incorporated Community Asset Committee to fulfil its responsibilities under this Agreement.

2. DEFINITIONS

In this Agreement:

"Activity" means the management, control and operation of the Property as specified in Item 3 of the Schedule in accordance with this Agreement;

"Agreement" means this document, including the Schedule and the Annexures, and if there is an inconsistency between any of these parts, a provision in the Schedule or an Annexure is intended to prevail to the extent of any inconsistency;

"Annexure" means an annexure to this Agreement;

"Chief Executive Officer" or "CEO" means the Chief Executive Officer of the Council;

"Constitution" means any instrument, charter, rules of association, or memorandum constituting or defining the activities of the Incorporated Community Asset Committee or its members;

"Financial Year" means each period from 1 July to the following 30 June;



COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

“Incorporated Community Asset Committee” means the Incorporated Association who will be undertaking the management of the Property;

“Operational Control” means the authority to introduce and implement any or all of the operating, health and safety and environmental policies for the Property independent of the Council’s permission;

“Party” means a party to this Agreement;

“Property” means the Property described in Item 1 of the Schedule, including any building premises, facility, structure, land, site, park, oval, reserve or equipment as specified;

“Records” include documents, information and data, including notes or minutes of meetings, financial information, stored by any means and all copies and extracts of the same;

“Schedule” means the schedule to this Agreement

“Term” means the duration of this Agreement as set out in Item 6 of the Schedule

3. REVOCATION

Any existing Licence, Agreement or Memorandum relating to the management and operation of the Property is revoked and replaced by this Agreement.

4. PURPOSE OF THE PROPERTY

Council provides Property to not-for-profit groups to:

- Conduct a range of activities that enhance the physical activity, social interaction and cultural development of the community.
- Ensure the equitable, fair and appropriate allocation of facilities whilst optimizing use of the land, buildings and structures to maximise community benefit
- Ensure that the Property and activities are accessible and inclusive for all.

5. FUNCTION OF THE INCORPORATED COMMUNITY ASSET COMMITTEE

To further its objectives in relation to the Property, the Incorporated Community Asset Committee is required to:

- a) Develop and implement policies, procedures and a business plan for effective and efficient management. These policies, procedures and plan should reflect Council’s commitment to be a Child Safe organisation and the goals and objectives of Council’s plans.

Encourage shared use of the facility by a diverse range of groups and individuals.



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

- b) Manage, operate and maintain the Property in accordance with adopted policies, procedures and principles of sound financial management;
- c) Administer the terms and conditions under which the Property will be made available for use by the general public and by specific user groups through establishment of user agreements;
- d) Promote and develop the use of the Property with a view to maximising use of the community asset through the development of a facility development plan in partnership with council;
- e) Comply with all relevant legislation, regulations and guidelines.

6. FINANCIAL MANAGEMENT AND OUTGOINGS

- a) The Incorporated Community Asset Committee must do all things necessary to ensure responsible, prudent, transparent financial management of the Property;
- b) The Incorporated Community Asset Committee is responsible for the setting of hire charges and security deposits. The hire rates are to be established annually, in line with the business plan and be provide to council via the committee's annual report to council;
- c) All fees and other income must be recorded and is the property of the Incorporated Community Asset Committee;
- d) All fees and income generated must be used for the operation and improvement of the Property unless otherwise agreed by Council;
- e) The Incorporated Community Asset Committee will be responsible for the payment of any utility and other like services supplied to the Property including, but not limited to, water, gas, electricity, sewerage, rubbish charges, telephone and internet as outlined in Annexure 2;
- f) The Incorporated Community Asset Committee is responsible for the payment of routine maintenance as outlined in Annexure 2; for some works the committee may be eligible to apply under the councils grants program.
- g) The Chief Executive Officer or his/her delegate may, at any time, request to see a copy of a financial statement and the Incorporated Community Asset Committee must provide this within a reasonable time (seven (7) days) after the request.

7. PERMISSION TO OCCUPY AND MANAGE THE PROPERTY

- a. The Chief Executive Officer authorises the Incorporated Community Asset Committee to occupy the Property as necessary for the purposes of this Agreement;
- b. This permission does not create any interest or estate in the Property and is subject to the terms of this Agreement;
- c. The Chief Executive Officer may designate, manage and operate the Property for any emergency related purpose or as otherwise required under this Agreement;



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

- d. The Incorporated Community Asset Committee will not, without the prior written consent of the Chief Executive Officer, or his/her delegate, assign, mortgage or charge this permission or part with or share possession of the Property or part of it.

8. USE OF PROPERTY AND HIRING

The Property is to be used as per the activity defined in Item 3 of the Schedule including the following:

- a) The Incorporated Community Asset Committee is responsible for the administration of the terms and conditions for the use of the Property;
- b) All terms and conditions of use and access must be consistent with relevant government legislation, Council policies and Local Laws;
- c) The Incorporated Community Asset Committee will hire out the Property to user groups consistent with the primary purpose of the Property;
- d) The Incorporated Community Asset Committee will make the Property available for casual hire to other community groups where appropriate and where this does not interfere with the primary purpose of the Property or adversely affect the amenity of nearby neighbours;
- e) The Incorporated Community Asset Committee must use and execute a standard User Agreement, or variation of, as approved by the Chief Executive Officer or his/her delegate that includes an indemnity to be entered into with users of the Property;
- f) The Incorporated Community Asset Committee must ensure that any user/hirer has the appropriate public liability insurance;
- g) No alcohol is permitted to be sold at the Property unless the relevant organiser has obtained a temporary or permanent Liquor Licence for any function or event. At Colac Otway Shire's request, a copy of the Liquor Licence must be provided. Any person behind a bar catering for these functions or events should display a Responsible Serving of Alcohol (RSA) Certificate or have available for inspection at all times. Further information can be found at the Department of Justice website at the following link – www.justice.vic.gov.au/alcohol;
- h) No smoking is permitted inside the Property. The Incorporated Community Asset Committee must comply with the Tobacco Act 1987 including a 10 metres exclusion zone around playgrounds, skate and BMX parks (24/7) and during under 18 competitions;
- i) No gambling is permitted at the Property.

9. INSURANCE

Council will insure the Property, unless alternative provisions are expressly indicated in this Agreement.

As the asset manager of a council property the Incorporated Community Asset Committee is covered by Council's Public Liability Insurance, whilst acting in that capacity within the scope



COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

of their duties when carrying out delegated functions, powers and duties for and on behalf of the Council, and subject to Council's full LMI liability policy terms & conditions.

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Unless otherwise provided for as a special condition in Annexure 3, the Incorporated Community Asset Committee, must:

- a) Hold and maintain insurance policies including, but not limited to, contents insurance for non-fixed items to cover the Incorporated Community Asset Committee's possessions and personal accident insurance to provide compensation for members in the event of accidental injury. Council may require evidence that insurance policies are current at any time
- b) All forms of damage to the Property must be immediately reported to Council for investigation and assessment for potential insurance claims. Incidents of damage include vandalism, burglary/theft and arson (must also be immediately reported to the Police), impact, water damage, storm/lightning, accidental damage, fusion and/or fire. Incidents that may give rise to a public liability claim must also be reported to Council.

10. REPORTING

- a) The Incorporated Community Asset Committee will provide the Chief Executive Officer, or his/her delegate, with an annual report of the Activity and its obligations under this Agreement.
- b) The Incorporated Community Asset Committee will provide the Chief Executive Officer, or his/her delegate, upon written request, electronic or paper copies of electricity, natural gas and water consumption accounts for Council's reporting and accounting purposes;
- c) The Chief Executive Officer, or his/her delegate, may at his/her discretion, waive the requirement to provide an annual report as required under subclause 10(a).

11. ACCESS TO PROPERTY AND RECORDS

- a) With reasonable prior notice (seven (7) days), the Incorporated Community Asset Committee will give persons authorised by the Chief Executive Officer, or his/her delegate, access to records associated with this Agreement and allow those authorised persons to inspect and copy records in the possession and control of the Incorporated Community Asset Committee for purposes associated with this Agreement;
- b) During the Term of this Agreement the Council, its staff, contractors and agents will have full access to the Property as required;
- c) Council officers, contractors or tradespersons are entitled to enter the Property at all reasonable times, to inspect or make repairs and alterations as Council deems necessary for the safety, preservation and improvement of the Property. Accordingly, where required, the Incorporated Community Asset Committee will be required to provide alarm codes and procedures to enable independent access to undertake these activities.



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

12. SECURITY

- a) The Incorporated Community Asset Committee must keep the Property secure at all times when not being used and shall notify the Council of any breach of security or vandalism within 24 hours of any the occurrence of such an event;
- b) The Incorporated Community Asset Committee is not to install any security systems, including alarms or CCTV in the Property without the prior written consent of the Chief Executive Officer, or his/her delegate.

13. KEYS

- a) The Property is keyed to the Council Key or Card system (restricted system)
- b) No installation of locks, key cylinders or padlocks is permitted without prior written consent from Council. If found to be installed or removed without written consent, the Council will rectify the issue and any expenses incurred from doing so will be charged directly to the Incorporated Community Asset Committee.
- c) The Incorporated Community Asset Committee must not make copies of keys. Lost or stolen keys shall be reported to Council within 24 hours
- d) The Incorporated Community Asset Committee is required to maintain a register of keys/cards issued to the community

14. MAINTENANCE

- a) The Incorporated Community Asset Committee must keep the Property, including fittings, furniture and equipment in good repair and condition.
- b) The Incorporated Community Asset Committee is responsible for the maintenance and operation of buildings; plant and equipment (see Annexure 2 – Maintenance Schedule).
- c) Council is responsible for the cost of maintaining, repairing and replacing what it determines to be structural elements as outlined in Annexure 2 – Maintenance Schedule
- d) A general condition for all maintenance projects is that no fixtures, alterations or additions may be made without prior written consent of Council.
- e) All contractor/s engaged by the Incorporated Community Asset Committee must meet Occupational Health and Safety requirements through evidence of adequate insurances and demonstrating safe work practices.
- f) All associated sub-contractors will need to have the appropriate qualifications. The principle contractor will be required to provide a list of all subcontractors and their qualifications to the Incorporated Community Asset Committee prior to the commencement of maintenance works. The Incorporated Community Asset Committee will record these details on file.



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

- g) All works undertaken at the Property must comply with the applicable statutory standards, including Building Regulations and Essential Safety Measures.
- h) Council reserves the right to conduct inspections and condition audits on all Council owned or controlled facilities from time to time. Council will issue rectification orders for any items which the Incorporated Community Asset Committee has not maintained to Council's expectations.

15. CLEANING

- a) The Incorporated Community Asset Committee is responsible for all cleaning and associated costs and ensures the Property is kept in a clean and tidy manner at all times.
- b) The Incorporated Community Asset Committee is responsible to keep the Property free of pest animals and weeds. Council is committed to waste minimisation and recycling. The Incorporated Community Asset Committee must:
 - Comply with Council's waste management policy
 - Recycle all recyclable waste
 - Provide receptacles for the disposal of recyclable waste by facility users

16. MAJOR WORKS AND ALTERATION TO PROPERTY

- a) Capital improvements to the Property such as extensions and/or renovations will occur at the Council's sole discretion, and funding or contributions may be subject to negotiation and agreement between the Council and the Incorporated Community Asset Committee on a project by project basis. Approved works will align with Council's:
 - a. Services & Asset Management Policy,
 - b. Asset Management Strategy,
 - c. Building Asset Management Plan and
 - d. Public Open Space Strategy
- b) Justification must be provided for major works, such as short and long term usage forecasts, return on investment, ongoing/future maintenance requirements and cost projections (savings or increases).
- c) The Incorporated Community Asset Committee must not make any alterations, additions or improvements (whether internal, external, structural or otherwise), or any extension or refurbishment to the Property or construction of any further building on the Property, without first consulting with, and then obtaining prior written permission from the Council.
- d) In the event that written consent is granted for works to be undertaken by the Incorporated Community Asset Committee, all works shall be undertaken by Council approved contractors and tradespeople.



COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

- e) The Incorporated Community Asset Committee must not install any equipment (including air-conditioning or sprinkler systems) or exterior fixtures and fittings (including shade structures, blinds, security cameras etc.) to the Property without prior written permission from Council.
- f) Any additions, modifications or improvements made to the Property during the term of this Agreement remain the property and asset of the Council.

17. FUNDRAISING

The Incorporated Community Asset Committee is responsible for obtaining all applicable permits and licences for any fundraising activities for or in relation to the Property.

18. FUNDING AND GRANTS

The Incorporated Community Asset Committee may apply for other grants and funding through external organisations at any time. Council approval is required prior to applying for grants for major works. Endorsement and support of other grant applications is at the Council's discretion. Justification for the proposed works must be provided to Council along with future maintenance requirements, ongoing costs (utilities) and who is responsible for these costs.

19. WORKPLACE HEALTH & SAFETY

The Incorporated Community Asset Committee is responsible for Workplace Health & Safety and must ensure that all risks are appropriately managed to ensure that its members, spectators, guests, hirers and the public are kept safe at all times.

20. FIRE PROTECTION

- a) The Council is responsible for Essential Safety Measures including all maintenance and servicing of the Property including mechanical ventilation systems, hot water and cooling systems, entry and exit doors, fire equipment and fire safety features in each building;
- b) The Incorporated Community Asset Committee must take all precautions, as requested by Council, and as required by law, against fire and ensure that all fire and emergency service regulations and requirements are complied with in relation to the Property.

21. INCORPORATION

- a) The Incorporated Community Asset Committee warrants that it is an incorporated body or corporation and its Constitution is not inconsistent with this Agreement;
- b) The Incorporated Community Asset Committee will not alter its Constitution in a way that makes it inconsistent with this Agreement without the prior written consent of the Chief Executive Officer or his/her delegate;
- c) A copy of the Constitution shall be made available to the Council, upon request.



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

22. NO PARTNERSHIP OR AGENCY

- a) The Incorporated Community Asset Committee will not, by virtue of this Agreement, become or be deemed to be a partner or agent of the Council;
- b) The employees, partners and agents of the Incorporated Community Asset Committee will not, by virtue of this Agreement, be or for any other purpose be deemed to be employees, partners or agents of the Council;
- c) This Agreement shall not be construed or interpreted as a lease or sublease of the Property.

23. SUBCONTRACTING AND ASSIGNMENT

- a) The Incorporated Community Asset Committee will not, without the prior written consent of the Chief Executive Officer, or his/her delegate, subcontract the whole or any part of the Activity;
- b) The Incorporated Community Asset Committee agrees not to assign its rights, let, charge or share possession of the Property or any part of it under this Agreement without the prior written consent of the Chief Executive Officer, or his/her delegate.

24. TERMINATION

The Chief Executive Officer, or his/her delegate, may, in writing, terminate or suspend this Agreement where: -

- a) There is a major breach of any terms or conditions by the Incorporated Community Asset Committee after written notice of the breach and a period of one (1) month from receipt of the notice to rectify the breach;
- b) The Incorporated Community Asset Committee becomes insolvent or is subject to petition or resolution for winding up;
- c) The Incorporated Community Asset Committee is discontinued or its purpose is varied without the consent of the Chief Executive Officer, or his/her delegate;
- d) The Chief Executive Officer, or his/her delegate, determines that an alternative administrative or operational arrangement is more appropriate;
- e) The Chief Executive Officer, or his/her delegate, reasonably believes the continued use of the Property will cause increasing or irreparable damage and deterioration to the Property;
- f) The Property or any part of it is destroyed or damaged so that the Incorporated Community Asset Committee cannot access the Property or any part of it or that the Incorporated Community Asset Committee cannot carry out their Activity.
- g) If this Agreement is terminated:
 - The Incorporated Community Asset Committee forfeits all rights and entitlements to the management, operation and control of the Property; and



COUNCIL MANAGEMENT AGREEMENT

INCORPORATED COMMUNITY ASSET COMMITTEE

- The Incorporated Community Asset Committee must deliver up and vacate the Property in good order as required under this Agreement, including all keys, fixtures and any fittings owned by the Council.
- All funds raised for the management of the Property shall be returned to Council for use at the Property.

25. DISPUTE RESOLUTION

- a) If the Incorporated Community Asset Committee is dissatisfied with communications, they may discuss their concerns with the Service (Insert position and contact details) (Insert Name and Contact Details). If after these discussions the Incorporated Community Asset Committee is still dissatisfied with that outcome they can then write to the Chief Executive Officer, Colac Otway Shire, PO Box 283, Colac, VIC 3250.
- b) The Chief Executive Officer and the Incorporated Community Asset Committee agree to endeavour to resolve any dispute arising in relation to this Agreement in good faith.

26. COMPLIANCE WITH LAWS AND RELEVANT COUNCIL POLICIES

The Incorporated Community Asset Committee must comply with all laws and Council policies relating to the management, control and operation of the Property, including (but not limited to) Liquor Control Reform Act 1998, Occupational Health and Safety Act 2004 and Occupational Health and Safety Regulations 2004, Privacy and Data Protection Act 2014.

27. REVIEW AND VARIATION OF AGREEMENT

- a) This Agreement shall be reviewed and updated at the end of each Term as stated in the Schedule.
- b) The Incorporated Community Asset Committee is to provide a list of names of the current Office Bearers, other positions on the Committee and contact details in the annual report;
- c) The Incorporated Community Asset Committee shall notify the Council in writing of any changes to the Office Bearers or other members on the Committee;
- d) This Agreement may be updated or varied at any time with the written consent of both Parties.

28. CONSENT AND NOTICES

Any consent, approval or notice required by this Agreement must be in writing and may be served either in person, by post, fax or email at the relevant address set out in Item 8 and Item 9 of the Schedule.

29. SPECIAL CONDITIONS



**COUNCIL MANAGEMENT AGREEMENT
INCORPORATED COMMUNITY ASSET COMMITTEE**

This Agreement may contain special conditions (refer Annexure 3 for applicability) which to the extent of any inconsistency shall prevail over any of the general conditions in this Agreement.

30. SIGNING PAGE

.....

CE COLAC OTWAY SHIRE COUNCIL

.....

WITNESS

Signed by the authorised representatives of **[Incorporated Association]**



**COUNCIL MANAGEMENT AGREEMENT
INCORPORATED COMMUNITY ASSET COMMITTEE**

on _____ day of _____ 20__

PRESIDENT/CHAIRPERSON

Name:

Signature:

SECRETARY

Name:

Signature:



COUNCIL MANAGEMENT AGREEMENT INCORPORATED COMMUNITY ASSET COMMITTEE

Schedule – Management Agreement

- 1. PROPERTY:**

- 2. PURPOSE:**

The purpose of the Incorporated Community Asset Committee is to:

 - (a) Manage, control, operate, promote and maintain the Property for the benefit of the community, having regard to the principles of good governance without the day-to-day involvement of the Council.
 - (b) Ensure the financial control of the Property to meet the Incorporated Community Asset Committee's objectives in a responsible, efficient, effective and practical manner.
 - (c) Encourage public interest and maximise involvement and participation of the community in the development, use and sharing of the Property.

- 3. ACTIVITY:**

To manage, operate and maintain the [insert Premises] for the benefit of the user groups and local community.

- 4. COMMENCEMENT DATE:**

- 5. EXPIRY DATE:**

- 6. TERM:**

5 Years

- 7. Role of Council:**

Colac Otway Shire Council will:

 - Act in an advocacy and advisory capacity when necessary and to otherwise in accordance with this Agreement.

- 8. Council Address for Notices**

- 9. Committee Address for Notices**

- 10. Committee Members:**

[insert Committee member names and positions]



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11. User Groups: [insert regular user groups]

12. Rent: [Insert figure]

13. Annexures:

- ANNEXURE 1 – SITE PLAN OF PREMISES
- ANNEXURE 2 - ROUTINE MAINTENANCE RESPONSIBILITIES
- ANNEXURE 3 – SPECIAL CONDITIONS



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ANNEXURE 1 – SITE PLAN OF PREMISES

The subject Asset comprises the following:



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ANNEXURE 2 – ROUTINE MAINTENANCE RESPONSIBILITIES

The following table outlines maintenance responsibilities for Council and the Incorporated Community Asset Committee.

A general condition for all maintenance projects is that no fixtures, alterations or additions may be made without prior written consent of Council. Safe Work Method Statements (SWMS) should be completed for all maintenance activities that involve risk of injury.

All contractor/s engaged by the Incorporated Community Asset Committee must evidence adequate insurances, qualifications and demonstrates safe work practices in accordance with the OH&S Act 2004

All associated sub-contractors will need to have the appropriate qualifications. The principle contractor will be required to provide a list of all subcontractors and their qualifications to the Incorporated Community Asset Committee prior to the commencement of maintenance works. The Incorporated Community Asset Committee will record these details on file.

ITEM	COMMITTEE'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Furniture and Fixtures		
Fixed Heating systems/units	Payment of all gas and electricity bills, servicing as per standards, replacing and repairing of fixtures when required. Ensuring annual servicing of gas systems/units	No responsibility.
Ceiling Fans and Air conditioning Units (including split systems)	Purchase, installation, servicing, replacing and repairing when required.	No responsibility.
Curtains and Blinds	Purchase, installation, cleaning and maintenance.	No responsibility.
Doors (including cupboard doors and door fittings).	Regular cleaning, repair/replacement of internal doors. Repair and replacement of external doors due to misuse.	Repairs and replacement on all external doors due to structural faults, or age. Council manage security risk.



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Defibrillator	Purchase installation, maintenance, and replacement when required. Registration of unit required.	No responsibility
Other Permanent Fixtures	Regular cleaning of all fixtures and repair/replace if due to foreseeable misuse.	No responsibility.
Utilities		
Payment of Utility Costs i.e. gas, electricity, telephone, water (including ovals)	Cover all costs including supply and security arrangements of gas bottles.	Responsibility for the water and electricity arising from the public toilets
Building/Structural		
Building Alterations	For determining and documenting the specific needs of the building and timeframes relating to any requests to Council for building alterations. Prepare plans and obtain quotes for requests for minor improvements.	<ul style="list-style-type: none"> ▪ Assess all requests submitted and if approved by council inspect all works completed, ensuring satisfactory work by responsible parties. ▪ Undertake works if required, to bring premises and surrounds to appropriate standards to meet the required regulations. This excludes items identified as the lessee's responsibility in this document.
Ceiling (Internal)	Repairs due to foreseeable misuse.	Major repair and/or replacement due to structural faults, unforeseen damage and age.
Floor Surfaces and Coverings	Purchase, installation, cleaning and maintenance.	Major repair and/or replacement due to structural faults, unforeseen damage and age
Walls and Floor (Internal)	Cleaning and repair if damaged through foreseeable misuse.	Major repair and/or replacement due to structural faults, unforeseen damage and age.
Glazing	To keep clean and replace internal and external breakages.	Council will assess insurance claims as per clause 9 B



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Roofs and Gutters	<p>No responsibility unless damaged through foreseeable misuse.</p> <p>All works must be completed in line with Workplace safety. If the works are over 2 meters Council must be notified prior to works being undertaken.</p>	All maintenance, servicing and repair as per Council's Asset Management System within program resources.
Skylights	<p>No responsibility unless damaged through foreseeable misuse.</p>	<p>All maintenance and repair as required of existing skylights.</p> <p>Installation of new skylights to be assessed on request.</p>
Painting	<p>Internal painting if damaged through foreseeable misuse or on an as needs basis.</p> <p>Notify council of proposed colour scheme changes prior to works being undertaken.</p>	External painting as per Council's Asset Management System within program resources.
Building External	All external maintenance.	Structural or weather proofing maintenance as per Council's Asset Management System within program resources.
Pest and termite treatment	The treatment and prevention of vermin, pests etc.	<p>Termite treatment to building or other owned infrastructure.</p> <p>Scheduled inspections.</p>
Electrical		
Electrical Wiring and Fittings in buildings	<p>Repair and replacement due to foreseeable misuse.</p> <p>Additional light and power fittings installed.</p> <p>All electrical works completed require a certificate of compliance to be forwarded to Council.</p>	All building wiring from main supply to the switchboard for existing power points, switches and lights fittings.



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Tested and Tagged Electrical Appliances	Annual test and tagging of all electrical appliances. Documentation must be provided to council upon request.	No responsibility
Light Globes and Fittings (external building fittings including security lights)	Responsible for enhancements. Responsible for security lighting. Replacement and maintenance of all lighting including globes when required. Regular cleaning of all light fixtures	No responsibility.
Light Globes and Fittings (internal)	Responsible for enhancements. Responsible for security lighting. Replacement and maintenance of all lighting including globes when required. Regular cleaning of all light fixtures All works must be completed in line with Workplace safety. If the works are over 2 meters Council must be notified prior to works being undertaken	No responsibility
Fire Services – Emergency Safety		
Fire Services (Extinguishers, hose reels, hydrants, booster systems, alarms)	Report any discharges of fire extinguishers to council. If discharged inappropriately costs will be invoiced to the committee.	Arrange scheduled inspections, replacement and maintenance.
Essential Safety Measures	Compliance with building code and Certificate of Occupancy (Varies depending on structure). Induction of facility users	Arrange scheduled inspections, replacement and maintenance. Induction with Incorporated Community Asset Committee
Security/Vandalism		



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Vandalism (internal, where break in occurs)	Reporting to Council and Police. Cost for repairs/replacement of user owned fixtures. Council does not cover contents insurance	Council will assess and submit insurance claims as per clause 9B
Vandalism (external)	Reporting vandalism including graffiti to Council and Police.	Council will assess damage and complete rectification works and/or submit insurance claims as per clause 9B if appropriate.
Keys & Locks (compatible with Council's Master Key System)	Responsible for keys issued by Council and maintaining a site specific key register. Replacement costs for misplaced or lost keys. Repair and replacement costs of locks if damaged through major or continued misuse.	Purchase, install and maintain external locks. Replacement of lost or damaged keys as applies to Council's master key system. Supply of keys for user groups. Repair and replacement of locks as applies to Council's master key system.
Security System	Purchase, installation, service and maintenance. To be compatible to Council's Master Key System and provide Council with a key / code.	No responsibility.
Plumbing/Irrigation/Toilets		
Plumbing and Fixtures	Maintenance of all plumbing fixtures and leakages including reticulated hot water systems and hot water units for tea/coffee making (e.g. billie/zip boilers). Replacement and repair of internal surface plumbing fittings such as toilet seats, taps, showers and showerheads etc. Keep clear of foreign objects and clear if blocked.	Replacement or renewal of reticulated hot water system/s will be determined by Council on failure only. Replacement of corroded plumbing fittings and damaged or corroded toilet bowls and cisterns. Repairs or works required for drainage purposes, including sewerage, drains, water pipes and pits. Replacement of gas pipes.



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	<p>Cost of internal repair due to major or continued misuse.</p> <p>All plumbing works completed require a certificate of compliance to be forwarded to Council.</p>	
Plumbing Waste Pipes and Drains	<p>Keep clear of foreign objects and clear if blocked.</p> <p>Monitor and undertake septic tank pump out as required.</p>	Renewal of septic system will be determined by Council as per Council's Asset Management System within program resources.
Irrigation Maintenance of surrounds	<p>Full responsibility of installation, maintenance and repair.</p> <p>Notify council of any intended works prior to works commencing.</p> <p>Ground drainage.</p>	No responsibility
Storm Water Drain Maintenance	<p>Keep clear of foreign objects.</p> <p>Notify council of any issues.</p>	All maintenance as required.
Public Toilets	<p>Cleaning of reserve-only use toilets.</p> <p>Maintain cleanliness between council's scheduled cleans</p>	<p>Cleaning to an approved schedule those toilets designated as Shire 'public toilets'.</p> <p>Maintenance and repairs as required for public toilets.</p>
Reserve only use / Internal Toilets	Maintenance, cleaning and minor repairs.	Major repairs as per Council's Asset Management System within program resources.
Food Handling/Hygiene/Cooking Equipment		
Hygiene	To keep all areas in a clean and hygienic state.	No responsibility.
Food Handling Areas and Equipment	To comply with the relevant Health Acts and maintain such equipment required under the Health Act.	Issuing of Food Permits



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Stoves, Cooking Equipment and Grease Traps	<p>Keep clean and maintain in operable condition. Cost of repairs.</p> <p>Maintain and empty grease traps in accordance with manufacturer's recommendation.</p> <p>Barwon Water grease trap fees.</p>	No responsibility.
Exhaust Fans	Keep clean and maintain in operable condition. Cost of repairs.	No responsibility.
Oval Maintenance/Synthetic & Artificial Surfaces		
Line Marking of Sports Fields	<p>Purchase and application (non-toxic and non-permanent materials only).</p> <p>Ensure sports are line marked in accordance with sporting code facility guidelines.</p>	No responsibility.
Training Lights (Lamps)	<p>Purchase of parts, globes and fittings. Payment of utility costs and repairs.</p> <p>New training lights must meet Australian Standards.</p>	No responsibility.
Goal Posts, Nets and Padding	Purchase, installation, maintenance and replacement when required.	No responsibility.
Clubroom Equipment as provided by user groups	<p>Responsible for installation, servicing, maintenance and replacement.</p> <p>Inspections as required under legislation</p>	No responsibility
Scoreboards and Coaching Boxes	Purchase, installation, maintenance and replacement costs. Application to Council for installation approval prior to any works commencing.	No responsibility.



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Hard Courts - Underlying Structure	Identify and notify council of any issues. Cleaning and sweeping of court surfaces.	Maintenance and renewal as per Council's Asset Management System within program resources. Repair of structural defects as assessed by Council.
Indoor Stadium Lights (Lamps)	Purchase of parts, globes and fittings. Payment of utility costs and repairs.	No responsibility.
Management of Watering Sports Ovals	Responsibility for coordination and management of watering ovals (including cost).	Responsible for investigating alternative water management systems and providing advice where required on watering regimes/schedules
Mowing of Designated Sporting Ovals	Full responsibility	No responsibility
Fire Prevention Mowing of Reserves	Mowing/whipper snipper around buildings and garden beds and all fire prevention mowing.	No responsibility.
Oval Surfaces (fertilise, aeration and weed spray)	Responsible for maintaining oval surfaces.	No responsibility.
Oval Top Dressing	Full responsibility.	No responsibility.
Synthetic / Artificial Sports Surfaces	Appointment of contractors and pay for pressure washing and cleaning of surfaces.	No responsibility.
Cricket Pitches		



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Covering and Un-Covering of Cricket Pitches (Soil)	Levelling of soil during the season to maintain safety. Undertake the works to cover/uncover pitch.	No responsibility
Covering and Un-covering of Cricket Pitches (Covers)	Full responsibility. Replacement of pitch cover when required.	No responsibility.
Synthetic Cricket Wickets (including training nets)	Maintenance and replacement of synthetic surface material including removal of grit, sand, grime and rubber fleck.	No responsibility.
Car Parks/Roads/Playgrounds Other Reserve Maintenance		
Grading of Unsealed Entrance Roads and Car Parks – Sealed	Responsible for maintaining.	No responsibility.
Maintenance of Council Approved Bike Parks, Skate Parks and Playgrounds.	No responsibility.	All maintenance and replacement as per Councils Asset Management System within program resources.
Other Reserve Maintenance		
Fences - Boundary	No responsibility.	All maintenance and replacement as per Councils Asset Management System within program resources.
Fences - Internal	All fence maintenance.	No responsibility
Trees	Landscaping and vegetation planting/maintenance. Reporting dangerous limbs/trees to Council.	All assessment, safety and removal as required (within program resources).
Advertising Signs	Purchase, installation and maintenance costs. Application to Council for installation approval.	Assessment and approval of all requests submitted. No further responsibility.



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	Annual risk assessment and repair of signs.	
Rubbish	Picking up of rubbish within managed area. Placement of bins at collection point and all costs associated with additional bins.	No responsibility.
Control of weeds and pest animals	Take all reasonable steps to control declared weeds and pest animals	No responsibility.

ANNEXURE 3 – SPECIAL CONDITIONS (if applicable)

3.1 Special Condition A (if applicable)

Item: 10.10

Colac Municipal Aerodrome Terms of Reference revision

OFFICER	Tamzin McLennan
GENERAL MANAGER	Ian Seuren
DIVISION	Development & Community Services
ATTACHMENTS	1. March 2020 - Terms of Reference Advisory Committee [10.10.1 - 6 pages]
PURPOSE	To re-ratify the Colac Municipal Aerodrome Terms of Reference and dissolve the previous S86 Committee.

1. EXECUTIVE SUMMARY

The new Colac Municipal Aerodrome Advisory Committee met for the first time on Monday 2 March 2020.

At the inception meeting, the Committee provisionally adopted the Terms of Reference, based on a number of suggested minor changes taking place. The changes are marked in red in the attached Terms of Reference document.

While the changes are minor (adding a reference to businesses as users of the aerodrome); under the Council resolution of 24 April 2019, any changes to the Terms of Reference must be returned to Council for ratification if changes were recommended.

The purpose of this report is to seek Council's ratification of the amended Terms of Reference, and also to seek Council's support to dissolve the former Section 86 Committee.

2. RECOMMENDATION

That Council:

- 1. Notes the establishment of the Colac Municipal Aerodrome Advisory Committee endorsed by Council at the Ordinary Council Meeting of 24 April 2019;***
- 2. Endorses the updated Colac Municipal Aerodrome Terms of Reference, incorporating the Advisory Committee's additional references to business users of the facility; and***
- 3. Dissolves Section 86 Committee entitled Colac Municipal Aerodrome and revokes its instrument of delegation.***

3. KEY INFORMATION

The Colac Municipal Aerodrome has been operated by a Section 86 Committee of Management (CoM) for many years. The CoM has been extremely generous with their time and resources and has adequately managed the facility over a long period of time.

In early 2019 the CoM confirmed its intention to hand back the management of the aerodrome to Council. At its April 2019 Ordinary Meeting, Council resolved:

That Council:

- 1. Endorses the establishment of the Colac Municipal Aerodrome Advisory Committee, consisting of the following members:***
 - a. 3 representatives from the Colac Aero Club***
 - b. 1 representative from the Country Fire Authority***
 - c. 1 representative from Department of Environment, Land, Water and Planning***
 - d. 1 representative from the Air Ambulance (Ambulance Victoria)***
 - e. 1 representative from the community/business sector***
 - f. Council's Manager Economic Development and Tourism***
 - g. 1 Councillor (Cr Chris Smith as the current delegated Councillor to the S86 Committee of Management)***
- 2. Authorises the Chief Executive to seek nominations from the groups listed in point 1 (a – d).***
- 3. Authorises the Chief Executive to seek nominations from the community via an Expression of Interest process, and appoint a representative if no more than one application is received.***
- 4. Endorses the Draft Colac Municipal Aerodrome Advisory Committee Terms of Reference, which are to be returned to Council for ratification if changes are recommended following consideration by the Colac Municipal Aerodrome Advisory Committee at its inception meeting.***

The Advisory Committee has been established with representatives from the groups listed in the Council resolution. The group had its inception meeting on 2 March 2020 and recommended a number of minor changes to the Terms of Reference document. As per the Council resolution, due to the minor changes to the Terms of Reference, they are required to be ratified by Council.

In addition, at the time of establishing the Colac Municipal Aerodrome Advisory Committee, Council was required to formally dissolve the existing S86 Committee. This was not done at the time, so it is appropriate to do this now that the Advisory Committee has been established and is operational.

The next meeting of the Advisory Committee is scheduled for Monday 1 June 2020.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Pending Council's endorsement of the updated Terms of Reference, copies of the adopted document will be sent to all members of the Advisory Committee.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 1 - Our Prosperity

1. Plan infrastructure, assets and land use with a long-term vision for economic growth.
3. Strengthen partnerships with key stakeholders to benefit the whole community.

Theme 2 - Our Places

6. Emergency management is coordinated locally and on a regional basis.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Not applicable.

LEGAL & RISK

As per the Local Government Act 1989, and its own S86 Committees Policy, Council is required to formally dissolve a S86 Committee.

FINANCIAL & BUDGETARY

Not applicable.

7. IMPLEMENTATION STRATEGY

COMMUNICATION

Pending Council's endorsement of the updated Terms of Reference, copies of the adopted document will be sent to members of the Advisory Committee.

8. OFFICER DIRECT OR INDIRECT INTEREST

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

Colac Municipal Aerodrome Advisory Committee

Terms of Reference



Colac Otway
SHIRE

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Purpose

The Colac Municipal Aerodrome Advisory Committee (CMAAC) has been established to provide input, advice and support to Council in the ongoing sustainability, planning, development and maintenance of the Colac Municipal Aerodrome (CMA).

Background

The Colac Aero Club was formed in 1963 and initially operated on private land at Yeo. The CMA was officially opened on 21 November 1976.

The CMA comprises:

- Two runways (one sealed and one grass)
- A clubhouse
- Toilet facility
- Fuel bowser
- 18 aircraft hangers (currently)

The CMA is used by members of the Colac Aero Club, aviation enthusiasts, visiting aviators, trainee pilots, air ambulance and as an emergency services base in times of emergency.

The CMAAC has been formed to:

- Effectively advise Council in the management and future sustainability of the facility on behalf of users of the facility.
- Represent a variety of community and business users and interest groups.
- Provide a forum for discussion and feedback on issues of the maintenance, operation and future development of the facility.

Objective of the CMAAC

The objectives of the CMAAC are to:

- Provide advice on the current and future management and maintenance of the CMA.
- Provide advice on new initiatives and opportunities the Council should consider, and how they could be resourced.
- Assist with the implementation of the Colac Municipal Aerodrome Business Plan.
- Provide a co-ordinated response to Council on strategic facility management issues and opportunities or initiatives.

Membership

Membership of the CMAAC will be drawn from key stakeholders including the Colac Aero Club, Ambulance Victoria (Air Ambulance), Department of Environment, Land, Water and Planning (DELWP), Country Fire Authority (CFA), businesses and the community. These groups will be approached in writing requesting representatives of their organisation. A community representative will be sought via an Expression of Interest process.

Representatives would be expected to develop a broad understanding of the functions of the facility and issues regarding its use. These representatives must be able to comply with confidentiality requirements of Council. The representation will collectively have expertise in issues regarding their respective organisations usage needs of the facility.

The CMAAC will comprise:

- Three representatives from the Colac Aero Club
- One representative from the Ambulance Victoria (Air Ambulance)
- One representative from DELWP
- One representative from CFA
- One community stakeholder
- Manager of Economic Development and Tourism (Colac Otway Shire)
- One Councillor

Length of appointment

Representatives will be appointed for an indefinite term until resignation from the CMAAC.

Council appointments to the CMAAC will be made annually.

Casual Vacancies

Should a representative resign from the CMAAC, the Council may seek a replacement from that user group to serve on the CMAAC.

Decision Making

The role of the CMAAC is to advise Council and assist in the process of managing the CMA, whilst providing information to support decision making of Council. Council will make decisions in its own right.

The group should aim to achieve consensus on any decisions (where required). Where this cannot be reached, the Chairperson has the casting vote. 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 (via the use of e-mail, meetings etc.).

Proxies or substitute members of the nominated membership organisations will be permitted to attend meetings on an as needed basis with voting rights. All key interest groups are to nominate their representative and substitute at the commencement of their term of office.

Chair

The Chairperson will be determined by the CMAAC annually. The Chairperson will convene all meetings and provide feedback to the CMAAC in accordance with the agreed principles or direction of the Committee.

If the designated Chairperson is not available, then the Manager Economic Development and Tourism will assume the role of Acting Chairperson and will be responsible for convening and/or conducting that meeting. The Acting Chairperson is responsible for informing the Chairperson as to the key points/discussions raised or agreed to at that meeting.

Meetings of the Advisory Committee shall at times be under the control of the Chairperson and shall be conducted in accordance with good meeting procedures.

The Manager Economic Development and Tourism will be responsible for minutes, agendas, meeting papers etc. In the event that the Manager Economic Development and Tourism is not available, he/she will designate these responsibilities to another member of staff and notify the Chair of such agreements.

Meeting Frequency

CMAAC meetings will be held every three months or as agreed by the CMAAC. Meeting days will be determined by the CMAAC at its first meeting.

Communications Protocol

All communications to the media regarding the CMA will go through Council. CMAAC members may communicate with the media only with regards to issues specific to their respective organisations.

- Input to the CMAAC: The CMAAC will consider matters and issues referred to it by the Council and the community and will seek advice from key statutory authorities, special interest groups and the community.
- Output from the CMAAC: The CMAAC will make recommendations and provide advice to the Council via the Council representatives.

Agenda Items

All agenda items should be forwarded to the Manager Economic Development and Tourism by close of business 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 the Manager Economic Development and Tourism. For documents requiring review, appropriate time will be allowed between document distribution and expected submittal of the 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 “Other Business” as time permits and at the discretion of the Chairperson.

Minutes and Meeting Papers

The minutes of each meeting will be prepared by the Manager Economic Development and Tourism. Full copies of the minutes, including attachments, will be provided to all members no later than 20 business days following each meeting. Minutes including attendance, apologies, issues discussed, decisions made and action items will all be recorded for each meeting by the Manager Economic Development and Tourism.

All out-of-session decisions will be recorded in the minutes of the next scheduled meeting.

Quorum Requirements

A quorum comprises 50% of appointed members. A quorum is required for the meeting to be recognised as an authorised meeting for the recommendations or resolutions to be valid.

Voting Rights

The Chairperson will be both entitled to vote and have a casting vote. Council representatives will have voting rights. All representatives have one vote.

Conduct and Interest Provisions

In performing the role of an Advisory Committee member, any member of the CMAAC must:

- Act honestly.
- Exercise reasonable care and diligence.
- Not make improper use of their position.
- Not make improper use of information acquired because of their position.

Where a member of the CMAAC has an interest or conflict of interest in relation to a matter in which the CMAAC is concerned, or is likely to be considered or discussed, the member must disclose to the CMAAC before the matter is considered or discussed at the meeting, and leave the meeting while the matter is being considered.

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 who 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.

Terms of Reference

The Terms of Reference and objectives of the CMAAC are to be reviewed by the Committee from time to time. Any proposed changes to the Terms of Reference resulting from a review must be agreed on by the CMAAC and Council.

Administration

The CMAAC will operate in a professional manner, including the issuing of agendas with adequate lead time, the keeping and distribution of accurate minutes, and the development of draft policies/guidelines for consideration by the Council.

FOR ENDORSEMENT

Item: 10.11

Great Ocean Road Event Closure Guidelines community consultation

OFFICER	Tamzin McLennan
GENERAL MANAGER	Ian Seuren
DIVISION	Development & Community Services
ATTACHMENTS	<ol style="list-style-type: none">1. DRAFT Great Ocean Road Event Closure Guidelines - Draft Aug 2018 - marked up copy [10.11.1 - 8 pages]2. DRAFT GOR Great Ocean Road Event Closure Guidelines - V 4 Jan 2020 - clean copy [10.11.2 - 6 pages]
PURPOSE	To seek Council's endorsement to release the draft Great Ocean Road Event Closure Guidelines for community consultation

1. EXECUTIVE SUMMARY

The Great Ocean Road (GOR) Event Closure Guidelines have undergone a review by partner agencies involved in road and event management along the Great Ocean Road spanning the Colac Otway and Surf Coast shires. Department of Transport (DOT - formerly Regional Roads Victoria), the authorising agent for permitting closures of the Great Ocean Road, has led the review. Other partners involved in the review are the Colac Otway Shire Council, Surf Coast Shire Council and Victoria Police.

DOT is now seeking official endorsement of the Guidelines by each partner agency, which will enable the rollout of a competitive Expression of Interest (Eoi) process to seek applications from event organisers wanting to hold large-scale events on the Great Ocean Road for the 2022-2024 timeframe.

Colac Otway Shire Council officers have communicated to DOT that prior to providing any endorsement to DOT, the document should be released for community consultation. To that end, the DOT has agreed to Council's request to allow a round of community consultation, to enable the Apollo Bay and Otway hinterland communities to make comments on the guidelines. Pending approval from Council, this round of consultation will be limited to the Colac Otway Shire and coordinated by Council.

Further, DOT has reviewed its timelines and determined that due to delays in the Guidelines review process (primarily caused by last year's federal election; and the state election before that), the timeline for the Guidelines review requires an extension. The draft Guidelines require an 18-month period of notification for major events taking place on the Great Ocean Road to give event organisers

enough lead time to carry out consultation, notify event participants and seek event approvals. It is unlikely that DOT will be able to obtain timely Ministerial approval for the Guidelines adoption and commencement of the EoI process, meaning that the 2021 Great Ocean Road Running Festival and Gran Fondo may face a period of uncertainty rendering the organisers unable to announce whether their 2021 event is going ahead for some time. This kind of uncertainty for an event of this magnitude and cost is unworkable, necessitating an alternative approach.

DOT, in consultation with the project partners, has determined that the best way forward is to grant a one-year extension to the two current events holding permits to close the Great Ocean Road, being the Great Ocean Road Running Festival and the Gran Fondo. This will give partners such as Colac Otway an opportunity to undertake more thorough community consultation; and give DOT more time to complete the Guidelines review and EoI process.

Officers have indicated to the project partners that the one-year extension is not ideal due to our organisation's (and community's) opposition to the Gran Fondo. There is an explicit resolution of Council which states that Colac Otway Shire Council does not support the Gran Fondo due to the ongoing dissatisfaction of the negative impact the event has on residents and businesses in the Colac Otway Shire. It is noted that this was done with an understanding that the 2019 and 2020 events had 'in-principle' support to be conducted along the Great Ocean Road through a previous application process. COVID-19 issues notwithstanding, Council has made it clear to DOT, the event organisers and Surf Coast Shire Council that it does not support the event post 2020.

Regardless, the extension of the review will help ensure that the integrity of the Guidelines review and EoI process is protected to ensure that communities along the Great Ocean Road get a say in road closures; and there is a fair, open and competitive process for events wanting to close the road.

2. RECOMMENDATION

That Council:

- 1. Endorses a six-week community consultation period on the draft Great Ocean Road Event Closure Guidelines.***
- 2. Determines that the draft Guidelines will be presented to a future Ordinary Council meeting for consideration, including any recommended changes arising from feedback received from the community.***
- 3. Expresses disappointment in the Department of Transport's previous delays to the Guidelines review that has necessitated a one-year extension to the current events holding permits to close the Great Ocean Road, being the Great Ocean Road Running Festival and the Gran Fondo.***
- 4. Reaffirms that it does not support the Gran Fondo event in its current format and location, as per the resolutions of Council at the December 2017 Ordinary Council Meeting (OM171312-6) and October 2018 Ordinary Council Meeting (OM182410-2).***
- 5. Recommends and strongly advocates to the Department of Transport, Surf Coast Shire Council and the event organiser that the 2021 Gran Fondo event not be held within the Colac Otway Shire.***
- 6. Writes to the Minister for Transport requesting that the 2021 Gran Fondo event not be held within the Colac Otway Shire.***

3. KEY INFORMATION

The Great Ocean Road is one of Victoria's principal tourist routes and one of the world's most renowned coastal drives. It also has an important role providing access for residents and businesses within the coastal towns and villages it traverses.

Events on the Great Ocean Road attract large numbers of participants and bring economic benefits to the wider region, particularly during the off-peak season. However, events also impede the access and mobility of residents and can have adverse flow-on effects to communities and businesses depending on the nature of the event and the stretch of road upon which it is held.

The Great Ocean Road Event Closure Guidelines (Guidelines) provide a consistent approach for considering requests for event closures of the Great Ocean Road, as well as a framework for considering competing applications from events to close the road. They seek to achieve a balance between the benefits major events bring, with the impact and inconveniences experienced by residents and businesses.

This current iteration of the Guidelines mirrors the previous, in that it allows for no greater than two event closures of the Great Ocean Road per year, which must be in the low season (1 May to 31 October). Every six years, an additional permit may be issued to accommodate the Great Victorian Bike Ride outside the low season.

The Department of Transport (DOT) act as the owner of the Guidelines as the road authority however partner with Surf Coast Shire, Colac Otway Shire and Victoria Police when implementing the Guidelines.

The process for reviewing the current Guidelines began about 18 months ago. All partner agencies have contributed to the review. The DOT has explained that the delays with completing the review of the Guidelines are due to elections and machinery of government changes. DOT is now seeking official endorsement of the Guidelines by each partner agency. Following that, DOT plans to seek Ministerial permission to launch an Expression of Interest (EoI) process, which will be a competitive process for event organisers wishing to hold large-scale events that close the Great Ocean Road.

Colac Otway Shire Council advocated strongly for a consultation process on the revised Guidelines and has advised DOT that it is our expectation and intention to carry out a round of community consultation on the draft Guidelines. Further, officers have expressed disappointment that the review process was put on hold for a significant period, even though there were repeated requests from project partners to recommence the review. This has led to a proposed one-year extension to the current events holding permits (Great Ocean Road Running Festival and Gran Fondo), which is disappointing based on Council's formal position that it does not support the Gran Fondo due to its impact on our communities.

Officers acknowledge that considerable consultation has already been undertaken with the affected communities and other stakeholders along the Great Ocean Road as part of the Guidelines review. Nevertheless, our coastal and hinterland communities (some of which have been adversely affected by event closures of the Great Ocean Road in the past) deserve an opportunity to provide feedback on the draft Guidelines before they are adopted and enacted. Officers are now seeking Council's endorsement for a six-week community consultation period on the draft Guidelines.

Further, it should be noted that officers have already tabled several additional suggested changes to the Guidelines as part of the review process, including:

- The possibility of breaking the two closures up so they are not closing the same stretch of the road. For example, one closure from Lorne to Apollo Bay (eg: GOR Running Festival), and the other closure from Anglesea to Lorne.

- Restricting the closures to one event annually.

These suggestions, along with a collated and assessed additional feedback received as a result of Council's community consultation, will be presented to a future Ordinary Council meeting for consideration.

4. COMMUNITY CONSULTATION & ENGAGEMENT

It is proposed that the draft Guidelines be placed on Council's website accompanied by a call for interested parties to comment. Our community will be informed about the consultation period via:

- A media release.
- Direct email to Council's tourism database.
- Promotion on Facebook.
- Discussions with key community/business groups e.g. Apollo Bay Chamber of Commerce.
- Advertising in the Colac Herald, Birregurra Mail, Apollo Bay News and Otway Light.

The one-year permit extension to the Great Ocean Road Running Festival and Gran Fondo is disappointing based on Council's position regarding the Gran Fondo. DOT will be primarily responsible for communicating this extension to our coastal and hinterland community. However, Council will also prepare its own communications to ensure our community understands our position on the matter. During this extension year, Council's Events Officer will continue working closely with the Running Festival and Gran Fondo organisers to ensure they fully understand the importance of community consultation, engagement and notifications to minimise the inconvenience they cause when events are active in our regions.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Event closures of the Great Ocean Road are complex in that they lead to significant economic, cultural and social benefits to some parties, but sometimes comparable disadvantages to others. Officers believe a more thorough consultation process will help balance these competing priorities by ensuring our community has a chance to have its views reflected in the Guidelines.

Alignment to Council Plan 2017-2021:

Theme 1 - Our Prosperity

1. Plan infrastructure, assets and land use with a long-term vision for economic growth.
2. Support a thriving economy and industries.
3. Strengthen partnerships with key stakeholders to benefit the whole community.
4. Improve strategic planning and coordination of the Great Ocean Road.

Theme 2 - Our Places

2. Our places are managed for long-term sustainability.

Theme 3 - Our Community

2. Connect people through events and activities.
4. Provision of resources to support physical activity by the community.

Theme 4 - Our Leadership & Management

2. Openness and accountability in decision making.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

The Great Ocean Road is one of Victoria's principal tourist routes and one of the world's most renowned coastal drives. It also has an important role providing access for residents and businesses within the coastal towns and villages it traverses.

Events on the Great Ocean Road attract large numbers of participants and bring economic benefits to the wider region, particularly during the off-peak season. However, events also impede the access and mobility of residents and can have adverse flow-on effects to communities and businesses depending on the nature of the event and the stretch of road upon which it is held.

Council has a formal position that it does not support the Gran Fondo event based on the significant negative impact to our communities.

The Great Ocean Road Event Closure Guidelines provide a consistent approach for considering requests for event closures of the Great Ocean Road, as well as a framework for considering competing applications. They seek to achieve a balance between the benefits major events bring, with the impact and inconveniences experienced by residents and businesses.

LEGAL & RISK

While DOT's one-year extension to current events holding permits to close the Great Ocean Road provides more scope for community consultation, it also represents another year of inconvenience for some residents and businesses along the Great Ocean Road and Otways hinterland.

Council is within its rights to convey its disappointment in the delays to the Guidelines review, however it is important to continue working productively with all stakeholders including DOT to get the best possible outcome out of the new EoI process.

It should also be noted that all governance decisions made by the Steering Committee for the review of the Guidelines are by majority rule, with DOT having the final decision in the case of a split vote. It is possible that not all recommendations made by the Colac Otway Shire Council to DOT will be adopted.

FINANCIAL & BUDGETARY

Not applicable.

7. IMPLEMENTATION STRATEGY

It is proposed that consultation will be implemented as outlined earlier in this report. Meanwhile, DOT is preparing a plan to communicate the one-year permit extension and upcoming EoI process.

8. OFFICER DIRECT OR INDIRECT INTEREST

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



**Guidelines for considering the closure of the
Great Ocean Road to conduct events Great Ocean Road (GOR) Event Closure Guidelines
(November 25, 2013)(Version 4 – January 2020)**

1. Background

The Great Ocean Road is one of Victoria's principal tourist routes and one of the world's most famous coastal drives. While principally a tourist road, it ~~provides~~ has an equally important role in providing access for residents and business within the coastal towns and villages that abut it.

Given the roads iconic nature, events on the Great Ocean Road attract large numbers of participants, bringing with it an economic benefit to the region, particularly during the off peak tourist season.

Unregulated closures of the Great Ocean Road, for the purposes of conducting events, will impact on the access and mobility of residents and the region's ability to attract tourists, resulting in adverse flow on effects to communities and business.

VicRoads Regional Roads Victoria, Victoria Police, Municipalities Surf Coast Shire, Colac Otway Shire and the community recognise that whilst major events provide economic and tourism benefits to the region, a balance must be struck to maintain access and mobility for these communities.

The objective of these guidelines is to provide a framework and a consistency in the approach for considering requests for the closure of the Great Ocean Road for the purpose of conducting events. Such events ~~that~~ impact upon both municipalities of Surf Coast and Colac Otway Shires through the closure of the Great Ocean Road.

These guidelines have been developed in collaboration with VicRoads Regional Roads Victoria, Surf Coast Shire, Colac Otway Shire and Victoria Police as the four agencies that have legislative governance of sections or the length of the Great Ocean Road incorporated in these Guidelines. ~~incorporating~~ Extensive consultation has also been undertaken with the affected communities and other stakeholders along the Great Ocean Road.

2. Definitions

Great Ocean Road ————— For the purpose of these Guidelines the Great Ocean Road ~~is shall be~~ ——— considered to be the section of road between the two townships of Anglesea and ————— Apollo Bay (from O'Donohue Road, Anglesea to Cawood St, Apollo Bay).

Event The types of events covered by this Guideline include; triathlons, fun runs, marathons, community sporting events, cycling, motoring and other events.

Road works are not classified as events for the purpose of this document.

An event is one that is classified to operate ~~during day time hours, (for a~~ maximum of 8 hours ~~;) during the low season, May 1– 31 October.~~

Closure Where public traffic is restricted from travelling in one or both directions of the Great Ocean Road for a duration of greater than 20 minutes.

Note:

- Closure does not include hold and release type management.
- Closures in townships where a reasonable detour is available will not be classified as closures for the purpose of this document.
- One day is defined as no greater than 8 hours.

<u>Inland Route</u>	Roads providing a connection between the Princes Highway and the Great Ocean Road.
<u>Steering Committee</u>	Organisations represented on the The steering committee; <u>consists of VicRoads Regional Roads Victoria, Surf Coast Shire, Colac Otway Shire and Victoria Police. VicRoads Regional Roads Victoria is the secretariat of the Steering Committee. These agencies will be the only agencies represented on the Steering Committee as they represent the agencies that provide permits for events along the Great Ocean Road.</u>
<u>Low Season</u>	For the purposes of this document, the Low <u>Season</u> is defined between the dates of 1 May and 31 October.
<u>Yearly</u>	Calendar year not financial year.
<u>Document Name</u>	The name 'Guidelines for considering the closure of the Great Ocean Road to conduct events Great Ocean Road (GOR) Event Closure Guidelines' to be <u>are</u> referred to as 'Guidelines' for the remainder of this document.

3. Governance

3.1 Approval Authority

~~Under Within the meaning of~~ the Road Management Act 2004, VicRoads is the Responsible Road Authority for the Great Ocean Road and in accordance with Section 99B of the Road Safety Act 1986 ~~Section 99B~~, has authorising powers to issue a permit for the closure of the Great Ocean Road for a non-road activity.

Victoria Police provide permission for an event to be held on a road in accordance with the *Road Safety (Traffic Management) Regulations 2009*. (Part 3 – Activities on Roads)

Closures will only be approved with the agreement of the Steering Committee.

3.2 Decision Making and Dispute Resolution

All governance decisions made by the Steering Committee will be a majority rule decision. In the event of a dispute, the Steering Committee agency that disagrees with the majority will need to provide evidence based on the criteria in the Guidelines as to why they disagree with the decision making.

Regional Roads Victoria will have the final decision in case of a split vote.

3.3 Cancellation of an Event

An event may be cancelled if:

- the event organisers have not demonstrated the capability to deliver on the criteria as outlined in these Guidelines;
- the event organisers have not met the minimum requirements of event delivery in terms of paperwork required;
- there is evidence of the above.

3.4 Municipal Event Policies

These Guidelines are to be used in conjunction with existing municipal event policies. Suitability of events should be considered by both municipalities in accordance with their own existing Event Policies/Strategic Plans.

In assessing events, impacts on neighbouring municipalities should be considered and appropriate community and stakeholder engagement undertaken.

Contact either Surf Coast Shire 03 5261 0600 or Colac Otway Shire 03 5232 9400 to determine the co-ordinating municipality.

3.5 Confidentiality

Until such time as in-principle approval is formally provided, the Event Application or the Event shall remain confidential.

3.6 Review

These Guidelines will be reviewed every 5 years by the Steering Committee with the next review due in 2024.

4. Conditions**4.1 Number of events permitted yearly**

The number of events permitted to conduct a closure of the Great Ocean Road shall be no greater than two per year and must be in the Low Season (as defined). Events must be subject to each municipalities Event Approval process.

In the context of these Guidelines any request to conduct an additional event would be considered as an exception.

Every six years an additional permit may be issued to accommodate the Great Victorian Bike Ride outside of the low season.

Event GOR Road Closure Application Process

~~The Steering Committee will consider interest from suitable event organisers to conduct events on the Great Ocean Road. The method for selecting events will be via a formal competitive application process.~~

~~The Steering Committee appreciates the significant workload involved in preparing and running an event for the first time, and the length of time to develop sustainable events. Due to this, events proposed to run on an annual basis will be considered more favourably.~~

The Steering Committee will consider providing in-principle support to events for up to a three-year period. Event organisers will be required to submit applications based on a set of criteria including but not limited to:

- Regional and local benefits (as per Benefits section)
- Proven event organisation experience.
- Financial capacity and event sustainability.

Whilst in-principle support may be provided for a three-year period, event support will be reviewed on an annual basis to ensure events adhere to the application process and benefits detailed in their submission.

4.2 Low Season Event Timing 1 May 1 – 31 October 31

Closures are to be restricted to the Low season between 1 May and 31 October. Support for events in the low season is a key priority element of the relevant State Government Departments.

Events will not be considered that involve closures of the Great Ocean Road during school holidays, public holidays or long weekends.

The duration of closures should be kept to a minimum and conducted at times that minimise their impact on traffic.

4.3 Road Closures

Each event is to be considered on an individual basis in relation to the location of closures on the Great Ocean Road and any other closures on the wider network related to the event (eg: inland routes). The closure of inland routes should be avoided where ever possible or co-ordinated in such a way to minimise any adverse impacts. This also applies in particular to the inland routes serving the land locked 5 hamlets located on the Great Ocean Road - Wongarra, Kennett River, Wye River, Sugarloaf and Separation Creek. Events that minimise closures, particularly in regard to inland routes, will be considered more favourably.

4.4 Duration of events

The duration of a closure of the Great Ocean Road for an event shall be limited to no greater than 8 hours in one day with rolling opening times strongly encouraged to minimise community disruptions. Times will be staged and sections clearly advertised.

Events with a closure duration of greater than one day will not be considered.

4.5 Type of Event

The types of events to be considered as warranting closure of the Great Ocean Road shall be limited to events of International, National or State significance where coverage of the event and participation is available to a wider audience. Such events, and must be able to demonstrate significant benefits to the local communities.

The event must demonstrate a capacity to support, enhance and reflect community values including health and well-being and consistency with State and Local Government policies.

Events that allow the general public to access and participate in the event will be considered more favourably than closed or restricted events that do not allow this participation.

However, the prioritisation of events able to generate a wider community participation and ancillary participation outside of the direct event shall not preclude anythe event from being considered.

4.6 Approval Lead Time

The Steering Committee shall establish a calendar of approved events for an 18 month rolling period on the Great Ocean Road – based on the competitive application process.

Event proposals are required to allow take into consideration enough lead time to provide consultation and approvals for events.

4.7 Risk Management and Agency/Community Capacity

A risk assessment must be undertaken in accordance with ISO 31000:2009, and provided as part of the Event Application. This risk assessment must include a risk matrix covering all likely issues.

Each municipality's Event Policies/Strategic Plan requirements need to be considered.

An evaluation must be undertaken to ascertain the level of support available from the agencies for the event. It must also identify the impacts on the local community should the event require the use of local essential services.

The event should aim to be self-sufficient and demonstrate no impact on existing local services that cannot be managed (eg: medical, logistical, infrastructure, crowd management, traffic management, emergency management, access etc.). This must also be considered by the event applicant as a part of the Event Application.

5. Application Process and Evaluation Criteria

5.1 GOR Event Closure Application Process

Event organisers wishing to apply for one of the two permissible road closure for the Great Ocean Road for events will be required to submit an EOI application during the EOI period. This period be conducted at least 18 months before the current in principle support for current events expires.

The Steering Committee appreciates the significant workload involved in preparing and running an event for the first time, and the length of time to develop sustainable events. Due to this, events will only be considered if they are proposed to run on an annual basis.

The Steering Committee will consider providing in-principle support to events for up to a three year period. Event organisers will be required to submit applications yearly based on a set of criteria including but not limited to:

- Regional and local benefits (as per Benefits section)
- Proven event organisation experience.
- Financial capacity and event sustainability.

Whilst in-principle support will be provided for a three year period, event organisers will be required to submit event applications yearly as per each agencies event guidelines.

5.2 Evaluation Criteria

These criteria outline how each event is assessed during the Expression of Interest process and will be used for dispute resolution. They will also be used for criteria for cancelation of an event.

5.2.1 Event Management

To conduct an event on the Great Ocean Road all event organisers must demonstrate the following:

- Demonstrated capacity in staging and managing events of state, nationl or international significance
- Adequate governance systems in place including an event refund policy.
- Demonstrated capacity to provide required emergency management and traffic management plans and documentation in a timely manner.
- Demonstrated capacity to provide an environmental management plan demonstrating best practice in minimising use of non-renewables and single use plastic items.
- Adequate coverage levels of public liability and professional indemnity insurance.
- Demonstrated financial stability over the past three financial years.
- Capacity to undertake risk management assessments in accordance with ISO 31000:2009.

5.2.2 Economic Development Opportunities

Event organisers need to address the following and provide an economic impact assessment post event:

- Impact on off peak visitation, overnight stays and expenditure.
- The amount of visitation/tourism from outside Host Shires and the length of stay during the event.
- Demonstrate high levels of expenditure ('yield') per visitor/ participant.
- The level of pre training or visitation that the event will generate in the Host Shires in the lead up to the event.
- The level of expenditure these visitors will generate (or have generated historically) and its distribution in the region.

Commented [EC1]: This heading needs a better name to encompass the 4 points below.

- The opportunities where the Host Shires and/or the host townships can be promoted, the nature of this promotion and the marketing reach.
- The level of involvement of local businesses in the event both pre-event (supply chain expenditure in event set up) or during the event (stall holders).
- The ability of the event to trigger repeat visitation to the host region.
- The ability for the region to be promoted to participant databases.
- The ability of the event to reinforce and/or strengthen the desired 'brand' of the host township or Host Shires in a positive way.

5.2.3 Social Opportunities

Event organisers need to identify in a post event report the short term and long term community benefits provided by the event including:

- How the event will create social gathering opportunities.
- The level to which people of diverse groups, abilities and ages are brought together.
- Evidence of how the event will positively impact the host community.
- Detail of how the host community will be acknowledged or supported if the event is to cause an inconvenience (e.g. road closures).
- Identify if the social opportunities are short term (event specific) or long term (ongoing spin offs) in nature.
- Level of involvement by local volunteers (number of people and hours).
- Tangible legacy outcomes for the host community as a result of the event.
- How the event caters for needs of all abilities (including people with a disability).
- How the event will engage with host community to develop local ownership.

5.2.4 Environmental Sustainability

The natural environment is a key driver for attracting people to visit the Great Ocean Road. It is a privilege for event organisers and participants to have access to the road to conduct their activities and in return, it is expected that these stakeholders will contribute to the ongoing protection of the environment and sustainable visitation through their actions and approach.

To be considered for an in-principle licence for one of two possible road closures to conduct an event, applicants must:

- Demonstrate best practice in sustainable event delivery including waste minimisation, recycling and strategies to minimise the carbon footprint of the event
- Commit to Surf Coast Shire Council's Plastic Wise Policy
- Eliminate all single use plastic
- Develop environmental sustainable targets for the duration of the agreement
- Develop a communications plan specific to sustainable matters, including how the event organiser will influence and manage participants' behaviour in relation to waste – for example, disqualifying participants who are seen to drop food wrappers or water bottles on the road
- Provide evidence of environment outcomes in the post-event report. This includes quantifying waste mitigation outcomes, such as the percentage reduction of waste diverted to landfill.

The co-ordinating Road Authority or Municipality may impose a bond as part of the conditions of any permit under Section 99B(1) of the *Road Safety Act (1986)* or through municipal event plans to recover costs involved in cleaning up after an event where this hasn't been carried out appropriately by the organiser.

Event Benefits

It is acknowledged that some events may impose inconvenience in local access to the community. Documentation shall be provided to the Steering Committee from the applicant via the coordinating municipality to enable an assessment of the benefits and the impacts flowing from the Event. The Steering Committee will review the balance of the impacts/benefits in relation to State and Local Government policies regarding:

Social: Community identity and pride can be generated through tourism. A positive sense of community identity can be reinforced and tourism can encourage local communities to maintain their traditions and identity. Events can bring communities together, provide opportunities to fundraise and facilitate community strengthening activities. Events promote a region's liveability. Events can in some instances contribute financially to local

infrastructure improvements. However, events that impact on access can have detrimental social impacts. Event organisers will need to consider and provide evidence of how their event provides social returns that outweigh social impacts.

Economic: Major events stimulate business and create jobs. Increased spending in the community generated from visitors or tourism businesses can directly and indirectly promote the viability of local businesses.

Tourism operators can play a role in highlighting the broad prosperity that tourism can bring to a community and will contribute to a greater understanding and respect for the value of tourism.

Events bring many visitors to our region, which is particularly important in the low season. An important aspect of major events utilising the Great Ocean Road is that they create awareness of the region and encourage repeat visitation.

The closure of the Great Ocean Road can impact on local business trade. Event organisers will need to identify how local businesses can receive benefits from the event and provide evidence that the benefits to the area outweigh the impacts.

Environmental: benefits may include providing financial or in-kind support for the conservation of the local environment and natural resources will enhance the reputation of any tourism business. Tourism, particularly ecotourism, can place a greater focus on the conservation of natural resources through the recognition of their importance to visitor experiences and their economic value to the local community.

The overall benefits to the affected communities must be demonstrated via an independent assessment. The event organiser will need to provide the independent assessment prior to approval. Each Council will provide a list of preferred suppliers. For the event to be considered, the benefits of both municipalities must be demonstrated in the event proposal.

Risk Management and Agency/Community Capacity

A risk assessment must be undertaken in accordance with ISO 31000:2009, and provided as part of the Event Application. This risk assessment must include a risk matrix covering all likely issues.

Each municipality's Event Policies/Strategic Plan requirements need to be considered.

An evaluation must be undertaken to ascertain the ability and level of support available from the agencies for the event. It must also identify the impacts on the local community should the event require the use of local essential services.

The event should aim to be self-sufficient and demonstrate no impact on existing local services that cannot be managed (eg: medical, logistical, infrastructure, crowd management, traffic management, emergency management, access etc.). This must also be considered by the event applicant as a part of the Event Application.

Environmental Impact

An assessment of the environmental impact the event will have on the local environment must be considered and included with the submission of the Event Application.

The co-ordinating Road Authority or Municipality may impose a bond in accordance with Section 99B of the Road Safety Act (1986) or through municipal event plans to recover costs involved in cleaning up after an event where this hasn't been carried out appropriately by the organiser.

Each municipality may introduce an event bond to ensure the environmental impacts are minimised by each event. (Refer to the Shire Event Policy and Event Management Plan for further details).

5.3 Communication Plan

Following in-principle approval, a draft communication plan for notification of traffic disruption on the Great Ocean Road will need to be developed and approved submitted to by the Steering Committee with all event paperwork. **6 months prior to the proposed Event date.**

The draft communication plan will outline the process that will be undertaken to consult with all affected communities. Consideration must be given to the land locked communities and special requirements they may have for movement within the road closures.

Event organisers are to coordinate a pre event community meeting and a debrief post event ~~if required. in the township most affected by the road closure as agreed by the Steering Committee.~~ Municipalities are able to assist with database information. Event organisers will cover the costs of facility hire and other associated costs. Event organisers must liaise with the Steering Committee to structure the format of both meetings.

Typical expectations for additional community consultation include information mail outs, ~~and~~ community signage and other promotional information such as media articles, letters, posters, and associated websites.

5.4 Event Debrief

Where an event is approved and completed, an independent assessment will be carried out every year, post event, of the impacts/benefits to the broader community of the event, and its outcomes, as outlined in the criteria above, shall be undertaken with a report summary provided to the Steering Committee within 3 months following the event at a Debrief Meeting. The assessment is to be coordinated and paid for by the event organisers.

If an event organiser wishes to run an event on an annual basis, any matters raised in the Event Debrief must be included in the Risk Management Plan and mitigated appropriately. If this is not completed to the satisfaction of the Steering Committee, the in-principle agreement for to the Event shall be revoked.

Confidentiality

~~Until such time as in-principle approval is formally provided, the Event Application or the Event shall remain confidential.~~

Review

~~These Guidelines will be reviewed by the Steering Committee in 2018.~~



Great Ocean Road (GOR) Event Closure Guidelines (Version 4 – January 2020)

1. Background

The Great Ocean Road is one of Victoria's principal tourist routes and one of the world's most famous coastal drives. While principally a tourist road, it has an equally important role in providing access for residents and business within the coastal towns and villages that abut it.

Given the roads iconic nature, events on the Great Ocean Road attract large numbers of participants, bringing with it an economic benefit to the region, particularly during the off peak tourist season.

Unregulated closures of the Great Ocean Road, for the purposes of conducting events, will impact on the access and mobility of residents and the region's ability to attract tourists, resulting in adverse flow on effects to communities and business.

Regional Roads Victoria, Victoria Police, SurfCoast Shire, Colac Otway Shire and the community recognise that whilst major events provide economic and tourism benefits to the region, a balance must be struck to maintain access and mobility for these communities.

The objective of these guidelines is to provide a framework and a consistency in the approach for considering requests for the closure of the Great Ocean Road for the purpose of conducting events. Such events impact upon both municipalities of Surf Coast and Colac Otway Shires through the closure of the Great Ocean Road.

These guidelines have been developed in collaboration with Regional Roads Victoria, Surf Coast Shire, Colac Otway Shire and Victoria Police as the four agencies that have legislative governance of sections or the length of the Great Ocean Road incorporated in these Guidelines. Extensive consultation has also been undertaken with the affected communities and other stakeholders along the Great Ocean Road.

2. Definitions

Great Ocean Road

For the purpose of these Guidelines the Great Ocean Road is considered to be the section of road between the two townships of Anglesea and Apollo Bay (from O'Donohue Road, Anglesea to Cawood St, Apollo Bay).

Event

The types of events covered by this Guideline include; triathlons, fun runs, marathons, community sporting events, cycling, motoring and other events.

Road works are not classified as events for the purpose of this document.

An event is one that is classified to operate for a maximum of 8 hours.

Closure

Where public traffic is restricted from travelling in one or both directions of the Great Ocean Road for a duration of greater than 20 minutes.

Note:

- Closure does not include hold and release type management.
- Closures in townships where a reasonable detour is available will not be classified as closures for the purpose of this document.
- One day is defined as no greater than 8 hours.

Inland Route

Roads providing a connection between the Princes Highway and the Great Ocean Road.

<u>Steering Committee</u>	The steering committee consists of Regional Roads Victoria, Surf Coast Shire, Colac Otway Shire and Victoria Police. Regional Roads Victoria is the secretariat of the Steering Committee. These agencies will be the only agencies represented on the Steering Committee as they represent the agencies that provide permits for events along the Great Ocean Road.
<u>Low Season</u>	For the purposes of this document, the Low Season is defined between the dates of 1 May and 31 October.
<u>Yearly</u>	Calendar year not financial year.
<u>Document Name</u>	The ' Great Ocean Road (GOR) Event Closure Guidelines' are referred to as 'Guidelines' for the remainder of this document.

3. Governance

3.1 Approval Authority

Under the *Road Management Act 2004*, VicRoads is the Responsible Road Authority for the Great Ocean Road and in accordance with Section 99B of the *Road Safety Act 1986*, has authorising powers to issue a permit for the closure of the Great Ocean Road for a non-road activity.

Victoria Police provide permission for an event to be held on a road in accordance with the *Road Safety (Traffic Management) Regulations 2009*. (Part 3 – Activities on Roads)

Closures will only be approved with the agreement of the Steering Committee.

3.2 Decision Making and Dispute Resolution

All governance decisions made by the Steering Committee will be a majority rule decision. In the event of a dispute, the Steering Committee agency that disagrees with the majority will need to provide evidence based on the criteria in the Guidelines as to why they disagree with the decision making.

Regional Roads Victoria will have the final decision in case of a split vote.

3.3 Cancellation of an Event

An event may be cancelled if:

- the event organisers have not demonstrated the capability to deliver on the criteria as outlined in these Guidelines;
- the event organisers have not met the minimum requirements of event delivery in terms of paperwork required;
- there is evidence of the above.

3.4 Municipal Event Policies

These Guidelines are to be used in conjunction with existing municipal event policies. Suitability of events should be considered by both municipalities in accordance with their own existing Event Policies/Strategic Plans.

In assessing events, impacts on neighbouring municipalities should be considered and appropriate community and stakeholder engagement undertaken.

Contact either Surf Coast Shire 03 5261 0600 or Colac Otway Shire 03 5232 9400 to determine the co-ordinating municipality.

3.5 Confidentiality

Until such time as in-principle approval is formally provided, the Event Application or the Event shall remain confidential.

3.6 Review

These Guidelines will be reviewed every 5 years by the Steering Committee with the next review due in 2024.

4. Conditions

4.1 Number of events permitted yearly

The number of events permitted to conduct a closure of the Great Ocean Road shall be no greater than two per year and must be in the Low Season (as defined). Events must be subject to each municipalities Event Approval process.

In the context of these Guidelines any request to conduct an additional event would be considered as an exception.

Every six years an additional permit may be issued to accommodate the Great Victorian Bike Ride outside of the low season.

4.2 Low Season Event Timing 1 May – 31 October

Closures are to be restricted to the Low Season. Support for events in the low season is a key priority of the relevant State Government Departments.

Events will not be considered that involve closures of the Great Ocean Road during school holidays, public holidays or long weekends.

The duration of closures should be kept to a minimum and conducted at times that minimise their impact on traffic.

4.3 Road Closures

Each event is to be considered on an individual basis in relation to the location of closures on the Great Ocean Road and any other closures on the wider network related to the event (eg: inland routes). The closure of inland routes should be avoided where ever possible or co-ordinated in such a way to minimise any adverse impacts. This applies in particular to the inland routes serving the land locked 5 hamlets located on the Great Ocean Road - Wongarra, Kennett River, Wye River, Sugarloaf and Separation Creek. Events that minimise closures, particularly in regard to inland routes, will be considered more favourably.

4.4 Duration of events

The duration of a closure of the Great Ocean Road for an event shall be limited to no greater than 8 hours in one day with rolling opening times strongly encouraged to minimise community disruptions. Times will be staged and sections clearly advertised.

Events with a closure duration of greater than one day will not be considered.

4.5 Type of Event

The types of events to be considered as warranting closure of the Great Ocean Road shall be limited to events of International, National or State significance where coverage of the event and participation is available to a wider audience. Such events must be able to demonstrate significant benefits to the local communities.

The event must demonstrate a capacity to support, enhance and reflect community values including health and well-being and consistency with State and Local Government policies.

Events that allow the general public to access and participate in the event will be considered more favourably than closed or restricted events that do not allow this participation.

However, the prioritisation of events able to generate a wider community participation and ancillary participation outside of the direct event shall not preclude any event from being considered.

4.6 Approval Lead Time

The Steering Committee shall establish a calendar of approved events for an 18 month rolling period on the Great Ocean Road – based on the competitive EOI application process.

Event proposals are required to allow enough lead time to provide consultation and approvals for events.

4.7 Risk Management and Agency/Community Capacity

A risk assessment must be undertaken in accordance with ISO 31000:2009, and provided as part of the Event Application. This risk assessment must include a risk matrix covering all likely issues.

Each municipality's Event Policies/Strategic Plan requirements need to be considered.

An evaluation must be undertaken to ascertain the level of support available from the agencies for the event. It must also identify the impacts on the local community should the event require the use of local essential services.

The event should aim to be self-sufficient and demonstrate no impact on existing local services that cannot be managed (eg: medical, logistical, infrastructure, crowd management, traffic management, emergency management, access etc.). This must also be considered by the event applicant as a part of the Event Application.

5. Application Process and Evaluation Criteria

5.1 GOR Event Closure Application Process

Event organisers wishing to apply for one of the two permissible road closure for the Great Ocean Road for events will be required to submit an EOI application during the EOI period. This EOI period will be conducted at least 18 months before the current in principle support for current events expires.

The Steering Committee appreciates the significant workload involved in preparing and running an event for the first time, and the length of time to develop sustainable events. Due to this, events will only be considered if they are proposed to run on an annual basis.

The Steering Committee will consider providing in-principle support to events for up to a three year period. Event organisers will be required to submit applications yearly based on a set of criteria including but not limited to:

- Regional and local benefits (as per Benefits section)
- Proven event organisation experience.
- Financial capacity and event sustainability.

Whilst in-principle support will be provided for a three year period, event organisers will be required to submit event applications yearly as per each agencies event guidelines.

5.2 Evaluation Criteria

These criteria outline how each event is assessed during the Expression of Interest process and will be used for dispute resolution. They will also be used for criteria for cancelation of an event.

5.2.1 Event Management

To conduct an event on the Great Ocean Road all event organisers must demonstrate the following:

- Demonstrated capacity in staging and managing events of state, national or international significance
- Adequate governance systems in place including an event refund policy.
- Demonstrated capacity to provide required emergency management and traffic management plans and documentation in a timely manner.
- Demonstrated capacity to provide an environmental management plan demonstrating best practice in minimising use of non-renewables and single use plastic items.
- Adequate coverage levels of public liability and professional indemnity insurance.
- Demonstrated financial stability over the past three financial years.
- Capacity to undertake risk management assessments in accordance with ISO 31000:2009.

5.2.2 Economic Development Opportunities

Event organisers need to address the following and provide an economic impact assessment post event:

- Impact on off peak visitation, overnight stays and expenditure.
- The amount of visitation/tourism from outside Host Shires and the length of stay during the event.
- Demonstrate high levels of expenditure ('yield') per visitor/ participant.
- The level of pre-training or visitation that the event will generate in the Host Shires in the lead up to the event.

- The level of expenditure these visitors will generate (or have generated historically) and its distribution in the region.
- The opportunities where the Host Shires and/or the host townships can be promoted, the nature of this promotion and the marketing reach.
- The level of involvement of local businesses in the event both pre-event (supply chain expenditure in event set up) or during the event (stall holders).
- The ability of the event to trigger repeat visitation to the host region.
- The ability for the region to be promoted to participant databases.
- The ability of the event to reinforce and/or strengthen the desired 'brand' of the host township or Host Shires in a positive way.

5.2.3 Social Opportunities

Event organisers need to identify in a post event report the short term and long term community benefits provided by the event including:

- How the event will create social gathering opportunities.
- The level to which people of diverse groups, abilities and ages are brought together.
- Evidence of how the event will positively impact the host community.
- Detail of how the host community will be acknowledged or supported if the event is to cause an inconvenience (e.g. road closures).
- Identify if the social opportunities are short term (event specific) or long term (ongoing spin offs) in nature.
- Level of involvement by local volunteers (number of people and hours).
- Tangible legacy outcomes for the host community as a result of the event.
- How the event caters for needs of all abilities (including people with a disability).
- How the event will engage with host community to develop local ownership.

5.2.4 Environmental Sustainability

The natural environment is a key driver for attracting people to visit the Great Ocean Road. It is a privilege for event organisers and participants to have access to the road to conduct their activities and in return, it is expected that these stakeholders will contribute to the ongoing protection of the environment and sustainable visitation through their actions and approach.

To be considered for an in-principle licence for one of two possible road closures to conduct an event, applicants must:

- Demonstrate best practice in sustainable event delivery including waste minimisation, recycling and strategies to minimise the carbon footprint of the event
- Commit to Surf Coast Shire Council's Plastic Wise Policy
- Eliminate all single use plastic
- Develop environmental sustainable targets for the duration of the agreement
- Develop a communications plan specific to sustainable matters, including how the event organiser will influence and manage participants' behaviour in relation to waste – for example, disqualifying participants who are seen to drop food wrappers or water bottles on the road
- Provide evidence of environment outcomes in the post-event report. This includes quantifying waste mitigation outcomes, such as the percentage reduction of waste diverted to landfill.

The co-ordinating Road Authority or Municipality may impose a bond as part of the conditions of any permit under Section 99B(1) of the *Road Safety Act (1986)* or through municipal event plans to recover costs involved in cleaning up after an event where this hasn't been carried out appropriately by the organiser.

5.3 Communication Plan

Following in-principle approval, a draft communication plan for notification of traffic disruption on the Great Ocean Road will need to be developed and submitted to the Steering Committee with all event paperwork.

The draft communication plan will outline the process that will be undertaken to consult with all affected communities. Consideration must be given to the land locked communities and special requirements they may have for movement within the road closures.

Event organisers are to coordinate a pre event community meeting and a debrief post event if required. Municipalities are able to assist with database information. Event organisers will cover the costs of facility

hire and other associated costs. Event organisers must liaise with the Steering Committee to structure the format of both meetings.

Typical expectations for additional community consultation include information mail outs, community signage and other promotional information such as media articles, letters, posters, and associated websites.

5.4 Post Event Debrief

Where an event is approved and completed, an independent assessment will be carried out every year, post event, of the impacts/benefits to the broader community. This will include an analysis of how the event outcomes reflected the criteria above. The report will be provided to the Steering Committee within three months of completion of the event. The assessment is to be coordinated and paid for by the event organisers.

If an event organiser wishes to run an event on an annual basis, any matters raised in the Event Debrief must be included in the Risk Management Plan and mitigated appropriately. If this is not completed to the satisfaction of the Steering Committee, the in-principle agreement for the Event shall be revoked.

DRAFT

Item: 10.12

Interim Live Streaming of Council Meetings Policy

OFFICER	Lyndal McLean
CHIEF EXECUTIVE	Peter Brown
DIVISION	Executive
ATTACHMENTS	1. Live Streaming of Council Meetings - Interim Council Policy - April 2020 OCM agenda [10.12.1 - 4 pages]
PURPOSE	For Council to consider the adoption of the Interim Live Streaming of Council Meetings Policy.

1. EXECUTIVE SUMMARY

At the time of writing this report, advice from Local Government Victoria was that Council meetings should continue and be accessible to the public. In the Local Government Victoria Bulletin - Bulletin 9/2020 Council Meetings (18 March 2020) - it was stated: "Those councils that currently stream council meetings are encouraged to promote the availability of this medium as an alternative to attendance in person whilst social distancing is being encouraged."

The implementation of live streaming of Council meetings would help address the social distancing regulations of the COVID-19 pandemic.

2. RECOMMENDATION

That Council adopt the Interim Live Streaming of Council Meetings Policy.

3. KEY INFORMATION

Live streaming allows viewers to watch and listen to a broadcast event in real time. This gives the community access to Council decision-making and debate if they are not able or choose not to attend the meeting in person. It is important to note that live streaming does not provide an opportunity for viewers to ask questions or engage with the meeting participants at the time of viewing.

4. COMMUNITY CONSULTATION & ENGAGEMENT

Ordinarily, in accordance with Council's Community Engagement Policy, any new Council policy should be placed on public exhibition for community consultation. As this policy is being introduced to protect Council at a time when it is responding urgently to a pandemic and operating in a State Government declared "State of Emergency", officers believe that live streaming meetings as proposed without an adopted policy potentially places Council at risk. COVID-19 has instigated the implementation of live streaming with little time for appropriate governance preparations and it is felt community consultation would not be appropriate in these circumstances at this time.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 3 - Our Community

5. Foster an inclusive community.

Theme 4 - Our Leadership & Management

2. Openness and accountability in decision making.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Live streaming of Council meetings will provide convenient access to Council meetings for members of the public. It eliminates geographic barriers which may prevent the public from attending meetings in person. This may result in greater community confidence in the integrity and accountability of the decision-making process.

LEGAL & RISK

As this policy is being introduced to protect Council at a time when it is responding urgently to a pandemic and operating in a State Government declared "State of Emergency", officers believe that live streaming meetings as proposed without a policy potentially places Council at risk.

FINANCIAL & BUDGETARY

As Council is introducing live streaming in response to an emergency situation, some expenses had not been budgeted for in either the current year or next financial year. Community access to Council's decision-making processes has required this unanticipated expenditure.

7. IMPLEMENTATION STRATEGY

Once adopted, the Interim Live Streaming of Council Meetings Policy will be made available on the Colac Otway Shire website.

COMMUNICATION

Where a Council meeting is to be live streamed, the intention is that a notice will be placed on the Colac Otway Shire website, signage will be displayed at the Council meeting indicating that the meeting will be streamed live, notice will be given in the Council meeting agenda and the Mayor/Chair of the meeting will provide a statement to notify attendees that the meeting will be live streamed.

TIMELINE

The policy will come into effect immediately upon adoption.

8. OFFICER DIRECT OR INDIRECT INTEREST

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



Interim Council Policy

18.13 - LIVE STREAMING OF COUNCIL MEETINGS

PURPOSE

The Live Streaming of Council Meetings Policy provides direction for live streaming of Ordinary, Special and Planning Committee meetings via a link from Council's website.

This policy aims to improve accessibility and community participation in relation to decision making processes. It is envisaged that live streaming of Ordinary, Special and Planning Committee meetings via a link from Council's website will provide greater flexibility and convenient access for the community, as it will allow the public to watch the meeting in real time via the internet without the need to attend in person.

Live streaming of Ordinary, Special and Planning Committee meetings, also eliminates geographic and time barriers which may prevent the public from attending meetings in person; thereby resulting in greater community confidence in the integrity and accountability of the decision making process.

SCOPE

This policy applies to:

- all public Ordinary, Special and Planning Committee meetings conducted by the Colac Otway Shire Council to be live streamed;
- Councillors and officers of Colac Otway Shire Council;
- Members of the public who attend Ordinary, Special and Planning Committee meetings; and
- Members of the public who access the live streaming of Ordinary, Special and Planning Committee meetings via a link from the Colac Otway Shire Council website.

The policy does not extend to any meetings closed to the public in accordance with Section 89(2) of the *Local Government Act 1989*, or in accordance with Section 66(2) of the *Local Government Act 2020* once it has commenced.

DEFINITIONS

Council – Colac Otway Shire Council

Chair – person presiding over the meeting

Confidential meetings - a Meeting of Council which has been closed to members of the public under Section 89(2) of the *Local Government Act 1989*, or under Section 66(2) of the *Local Government Act 2020* once it has commenced.

Exceptional Circumstances – a circumstance where there is:

- A risk or threat to public health and safety;
- a threat of violence or aggression by one or more people attending the Council Meeting against others;
- unlawful conduct by an attendee of the Council Meeting;
- significant disruption of the Council Meeting by the conduct of an attendee; and/or
- a reputational risk to the Council.

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Inappropriate Information – information which amounts to, or could be perceived to amount to:

- Defamation;
- infringement of copyright;
- breach of privacy;
- offensive behaviour including discrimination;
- vilification or inciting hatred;
- confidential or privileged; or
- misleading.

Live streaming – a live transmission of an event over the internet.

Ordinary Meeting – an Ordinary Meeting of Council, as defined in Section 83(a) of the *Local Government Act 1989*, or as defined in Section 61(1) of the *Local Government Act 2020* once it has commenced.

Planning Committee Meeting – a Planning Committee Meeting, as constituted by Council under Section 86(1) of the *Local Government Act 1989*.

Special Meeting – a Special Meeting of Council, as defined in Section 83(b) of the *Local Government Act 1989*.

REFERENCES

Local Government Act 1989

Local Government Act 2020 (once commenced)

STATEMENT OF POLICY

Ordinary, Special and Planning Committee meetings may be streamed live via a link from the Colac Otway Shire website following the principles set out below:

Live Streaming

Colac Otway Shire Council commits to live streaming of all Ordinary, Special and Planning Committee meetings where it is practicably possible to do so, and the meeting location has the required equipment and internet capability and connections.

Confidential sections of Ordinary, Special and Planning Committee meetings will not be live streamed.

Council will make every reasonable effort to make available via a link from Council's website the live stream of Ordinary, Special and Planning Committee meetings. Where technical difficulties beyond Council's control prevent or interrupt the video of an Ordinary, Special or Planning Committee meeting, the live stream may not be available. Technical issues may include, but are not limited to, the availability of the internet, network or device failure or malfunction, or power outages.

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Members of the public

The live stream equipment will be configured to capture all of the Ordinary, Special or Planning Committee meeting, while minimising images and audio of the public gallery.

People in the public gallery of an Ordinary, Special or Planning Committee meeting which will be live streamed will be given appropriate notice of the possibility of their image being included in the live stream.

Where a member of the public participates in an Ordinary, Special or Planning Committee meetings in any form, those members of the public are, in doing so, agreeing to be live streamed.

Viewing live video over the internet can consume larger than usual amounts of data. Council is not responsible or liable for any costs incurred by the viewer.

Termination of live streaming

The Chairperson and /or the Chief Executive has the discretion and authority at any time to direct the termination or interruption of live streaming of an Ordinary, Special or Planning Committee meetings where:

- There are Exceptional Circumstances; or
- The content of the Ordinary, Special or Planning Committee meeting is considered by the Chair/Chief Executive to contain Inappropriate Information.

Liability

The opinions or statements made during the course of an Ordinary, Special or Planning Committee meeting are those of the particular individuals, and not necessarily the opinions or statements of the Colac Otway Shire Council. The Council does not necessarily endorse or support the views, opinions, standards or information contained in the live streaming of Ordinary, Special and Planning Committee meetings.

Council does not accept responsibility or liability for any loss, damage, cost, or expense incurred by any individual or entity as a result of the viewing, use or reliance on information or statements provided in the live streaming of Ordinary, Special and Planning Committee meetings.

The meeting minutes, once confirmed by Council, provide the definitive record of Council's resolution and the Council's position on a particular matter.

Use of Live Streams

Access to live streams and recordings of Ordinary, Special and Planning Committee meetings are provided for personal and non-commercial use.

Video images and audio contained in a live stream must not be altered, reproduced or republished without the permission of Council.

Review

As this is an interim policy, this policy will be reviewed within 12 months of adoption.

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RELATED DOCUMENTS

Governance Local Law 4

Councillor Code of Conduct

Staff Code of Conduct

DOCUMENT CONTROL

Policy owner	Manager, Governance & Communications	Division	Executive
Adopted by council		Policy Number	18.13
File Number		Review date	

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Item: 10.13

Review of Council Policy 16.3 - Investment

OFFICER	Nick Howard
GENERAL MANAGER	Errol Lawrence
DIVISION	Corporate Services
ATTACHMENTS	1. 16.3 Investment Policy (Not Marked Up) [10.13.1 - 5 pages] 2. 16.3 Investment Policy (Marked Up) [10.13.2 - 6 pages]
PURPOSE	To review Council Policy 16.3 - Investment

1. EXECUTIVE SUMMARY

Council Policy 16.3 – Investment was reviewed and endorsed by the Audit Committee in February 2020. The Committee recommended that Council adopt the policy as presented.

No amendments have been made which alter the intent of the policy, which is to ensure funds are invested to maximise returns, whilst considering any associated investment risk. The only changes of note that have been made include:

- Updating the Accounting Standards referred to within the policy, as the Standard referred to in the existing policy has been superseded.
- The policy has been reformatted to reflect the uniform Council Policy template.

This policy was last reviewed by the Audit Committee and Council in early 2019, as it was included in the annual Audit Committee plan. The Committee resolved to only review this policy every four years, in-line with other Council policies.

2. RECOMMENDATION

That Council adopt the attached amended Council Policy 16.3 - Investment, as recommended by the Audit Committee.

3. KEY INFORMATION

Council Policy 16.3 – Investment was reviewed and endorsed by the Audit Committee in February 2020. The committee recommends that Council adopt the policy as presented.

The intent of the policy has not altered and the proposed amendments to the policy are consistent with sound financial management principles and Section 143 – Investments, of the Local Government Act.

The following changes have been made to the policy:

- The Accounting Standard AAS33 Presentation and Disclosure of Financial Instruments has been superseded by the following policies:
 - AASB 7 Financial Instruments: Disclosures
 - AASB 9 Financial Instruments
 - AASB 132 Financial Instruments: Presentation
- The policy has been reformatted to reflect the uniform Council Policy template.

Officers will also be guided by the Standing Direction 3.7.2.3 issued by the Minister for Finance under the Financial Management Act 1994, which states:

3.7.2.3 Borrowings, investments and financial arrangements

- (a) Subject to Direction 3.7.2.3(b), the Responsible Body must ensure that all borrowings, investments and financial arrangements are transacted with a financial institution that:
- I. is a State owned entity; or
 - II. has a credit rating, assigned by a reputable rating agency, that is the same as or better than the rating assigned by the same agency to the State of Victoria.
- (b) Direction 3.7.2.3(a) does not apply where:
- I. the investment is cash on hand in a transactional bank account with an Authorised Deposit Taking Institution;
 - II. an Agency is operating a bank overdraft as part of its normal transactional banking operations;
 - III. amounts invested by an Agency with an Authorised Deposit Taking Institution, do not in aggregate exceed \$2 million, excluding cash on hand in a transactional bank account;
 - IV. the investment is money, other than money held on trust for the State or a public body, invested pursuant to a statutory function to hold it on trust for a known beneficiary; v. the financial arrangement is a foreign currency hedging transaction of less than \$1 million undertaken with an Authorised Deposit Taking Institution; or vi. the Treasurer has provided a written statement under Direction 1.5(b).

This policy was last reviewed by the Audit Committee and Council in early 2019, as it was included in the annual Audit Committee plan. The Committee resolved to only review this policy every four years, in-line with other Council policies.

4. COMMUNITY CONSULTATION & ENGAGEMENT

This policy is transactional in nature and informs the community of Council's policy direction in relation to Investment of funds.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 4 - Our Leadership & Management

1. Effectively manage financial resources.
2. Openness and accountability in decision making.
4. Provide value for money services for our community.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

Not applicable

LEGAL & RISK

Not applicable

FINANCIAL & BUDGETARY

It is essential for Council to review policies that provide guidance in financial management. This policy ensures Council is maximising its interest returns on investments.

7. IMPLEMENTATION STRATEGY

COMMUNICATION

This policy will be made available to the public and officers via the Council's website.

TIMELINE

This policy will be subject to review every four years.

8. OFFICER DIRECT OR INDIRECT INTEREST

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



Council Policy

16.3 INVESTMENT POLICY

PURPOSE

The purpose of this policy is to ensure that:

- Council funds are preserved;
- Council maximises the return on surplus funds, taking into consideration the level of risk; and
- Council funds are invested in accordance with its legislative and common law responsibilities.

SCOPE

This policy applies to all investment activities undertaken by Council and is binding upon Council Officers, contractors and consultants while engaged by Council.

REFERENCES

Investment of Council funds is to be in accordance with Council's power of investment under the Local Government Act 1989 – Section 143.

STATEMENT OF POLICY

1. Approved Investments

Without approval from Council, investments are limited to:

- Interest bearing deposits with Australian owned banking institutions; and
- Government bonds issued by the Commonwealth of Australia or an Australian State subject to the investment limits stated in '2. Investment Limits'.

2. Investment Limits

Council will invest with an Australian Prudential Regulatory Authority (APRA) regulated Authorised Deposit Taking Institution (ADI) with credit ratings outlined in Table 1.

Investments shall not be made in building societies, credit unions, managed funds investing in equities, future markets, property or shares.

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Table 1

Minimum Credit Rating						Maximum percentage of total funds held in a single institution*	Maximum term to maturity**
Long Term			Short Term				
S&P	Moody's	Fitch	S&P	Moody's	Fitch		
AA-	Aa3	AA-	A-1+	P-1	F1+	75%	12 months
A-	A3	A-	A-1	P-1	F1	40%	12 months
<i>*with the exception of the Council's primary transactional account holding institution (as per tender)</i>							
<i>**with the exception of General Manager Corporate Services or Chief Executive Approval (per '4 Long Term Investments'.</i>							

Higher rated institutions represent a lower risk level. As such, if at any point during an investment the institution's credit rating is downgraded below the acceptable level, funds should be divested as soon as practicable.

In the case where an ADI is covered by a deposit guarantee, such as the Financial Claims Scheme (FCS), it is not necessary for the ADI to meet the minimum credit ratings set out in Table 1, providing the investment does not exceed the guarantee limit.

3. Calculation of Maximum Holding (refer Table 1)

The maximum holding is the amount of the investment, plus any other investments of the same type at the time of making the investment, as a percentage of the current total of council investments or the anticipated total of investments in 5 working days time.

4. Long Term Investments

Investments fixed for a period greater than 12 months are to be approved by the General Manager Corporate Services or Chief Executive.

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5. Money to be Invested

The bank account balance of Council is to be kept at a level no greater than is required to meet Council's immediate working capital requirements, with any surplus funds being applied to either reduce debt or invest. Any debt repayment, other than amounts specified in the adopted budget, must be approved by Council resolution.

6. Quotations on Investments

No less than three quotations are to be obtained from authorised institutions whenever an investment is proposed. After taking into account all relevant factors, including the exposure limits set above, the quote which delivers the best value to Council shall be successful.

7. Measurement and Recognition

All reports are to account for investments in accordance with the provisions of the following Accounting Standards:

- AASB 7 Financial Instruments: Disclosures
- AASB 9 Financial Instruments
- AASB 132 Financial Instruments: Presentation

Annual averages are to be calculated by using the weighted average of end of month balances.

8. Reports

A table will be included in the Quarterly Financial Performance Report for Council, which summarises the investment portfolio and compares year to date performance with budget and performance benchmark.

9. Register of Investments

A register of investments will be maintained together with an investment file containing all letters of advice from financial institutions.

For audit purposes, certificates must be obtained from the banks/fund managers confirming the amounts of investment held on Council's behalf at 30th June each year.

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10. Performance Benchmarks

Investment	Performance Benchmark
Overall Portfolio	Average Return will aim to equal or exceed the Reserve Bank cash rate plus 0.35% over the year.
Cash/Direct Investments	Average 90 day Bank Bill index

11. Prudent Person of Business

All investments are to be made exercising care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons. When acting under the provisions of this policy, Council staff should always maintain a professional balance of risk and return and act as a steward of Council funds.

12. Delegation of Authority

The Chief Executive, the General Manager Corporate Services, the Manager Financial Services and the Finance Coordinator have the delegated authority to invest surplus funds.

Authority to undertake any investment must be obtained from a minimum of two (2) authorised officers.

COMPLIANCE

The Finance Coordinator is responsible for ensuring the requirements of this policy are met.

Any breaches of this policy will be reported to the Audit Committee.

IMPLEMENTATION AND REVIEW

This policy will be implemented by Council and is subject to review every 4 years.

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DOCUMENT CONTROL

Policy owner	Finance Coordinator	Division	Corporate Services
Adopted by council	27 February 2019	Policy Number	16.3
File Number		Review date	27 February 2020

For Adoption

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Council Policy

16.3 INVESTMENT POLICY

PURPOSE/INTRODUCTION

OBJECTIVES

The purpose of this policy is to ensure that:

- Council funds are preserved;
- Council maximises the return on surplus funds, taking into consideration the level of risk; and
- Council funds are invested in accordance with its legislative and common law responsibilities.

SCOPE

This policy applies to all investment activities undertaken by Council and is binding upon Council Officers, contractors and consultants while engaged by Council.

REFERENCES/LEGISLATIVE POWER

Investment of Council funds is to be in accordance with Council's power of investment under the Local Government Act 1989 – Section 143.

PRUDENT PERSON OF BUSINESS

All investments are to be made exercising care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons. When acting under the provisions of this policy Council staff should always maintain a professional balance of risk and return and act as a steward of Council funds.

DELEGATION OF AUTHORITY

The Chief Executive, the General Manager Corporate Services, the Manager Financial Services and the Finance Co-ordinator have the delegated authority to invest surplus funds.

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Authority to undertake any investment must be obtained from a minimum of two (2) authorised officers.

STATEMENT OF POLICY

12.1 Approved Investments

Without approval from Council, investments are limited to:

- Interest bearing deposits with Australian owned banking institutions; and
- Government bonds issued by the Commonwealth of Australia or an Australian State subject to the investment limits stated in '2. Investment Limits' following expenditure limits.
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2. Investment Limits

Council will invest with an Australian Prudential Regulatory Authority (APRA) regulated Authorised Deposit Taking Institution (ADI) with credit ratings outlined in Table 1.

Investments shall not be made in building societies, credit unions, managed funds investing in equities, future markets, property or shares.

Table 1

Minimum Credit Rating						Maximum percentage of total funds held in a single institution*	Maximum term to maturity**
Long Term			Short Term				
S&P	Moody's	Fitch	S&P	Moody's	Fitch		
AA-	Aa3	AA-	A-1+	P-1	F1+	75%	12 months
A-	A3	A-	A-1	P-1	F1	40%	12 months

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**with the exception of the Council's primary transactional account holding institution (as per tender)*

***with the exception of General Manager Corporate Services or Chief Executive Approval (per '4 Long Term Investments'.*

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Higher rated institutions represent a lower risk level. As such, if at any point during an investment the institution's credit rating is downgraded below the acceptable level, funds should be divested as soon as practicable.

In the case where an ADI is covered by a deposit guarantee, such as the Financial Claims Scheme (FCS), it is not necessary for the ADI to meet the minimum credit ratings set out in Table 1, providing the investment does not exceed the guarantee limit.

3. Calculation of Maximum Holding (refer [Table 1 above](#))

The maximum holding is the amount of the investment, plus any other investments of the same type at the time of making the investment, as a percentage of the current total of council investments or the anticipated total of investments in 5 working days time.

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4. Long Term Investments

Investments fixed for a period greater than 12 months are to be approved by the General Manager Corporate Services or Chief Executive.

5. Money to be Invested

The bank account balance of Council is to be kept at a level no greater than is required to meet Council's immediate working capital requirements, with any surplus funds being applied to either reduce debt or invest. Any debt repayment, other than amounts specified in the adopted budget, must be approved by Council resolution.

6. Quotations on Investments

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CM reference		Date of adoption	
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No less than three quotations are to be obtained from authorised institutions whenever an investment is proposed. After taking into account all relevant factors, including the exposure limits set above, the quote which delivers the best value to Council shall be successful.

7. Valuation and Measurement and Recognition

All reports are to account for investments in accordance with the provisions of the following Accounting Standards: AASB 33 Presentation and Disclosure of Financial Instruments;

- AASB 7 Financial Instruments: Disclosures
- AASB 9 Financial Instruments
- AASB 132 Financial Instruments: Presentation

Annual averages are to be calculated by using the weighted average of end of month balances.

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8. Reports

A table will be included in the Quarterly Financial Performance Report for Council, which summarises the investment portfolio and compares year to date performance with budget and performance benchmark.

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9. Register of Investments

A register of investments will be maintained together with an investment file containing all letters of advice from financial institutions.

For audit purposes, certificates must be obtained from the banks/fund managers confirming the amounts of investment held on Council's behalf at 30th June each year.

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10. Performance Benchmarks

Investment	Performance Benchmark
Overall Portfolio	Average Return will aim to equal or exceed the Reserve Bank cash rate plus 0.35% over the year.
Cash/Direct Investments	Average 90 day Bank Bill index

11. Prudent Person of Business

All investments are to be made exercising care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons. When acting under the provisions of this policy, Council staff should always maintain a professional balance of risk and return and act as a steward of Council funds.

12. Delegation of Authority

The Chief Executive, the General Manager Corporate Services, the Manager Financial Services and the Finance Coordinator have the delegated authority to invest surplus funds.

Authority to undertake any investment must be obtained from a minimum of two (2) authorised officers.

COMPLIANCE

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CM reference		Date of adoption	
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The Finance Coordinator is responsible for ensuring the requirements of this policy are met.

Any breaches of this policy will be reported to the Audit Committee.

IMPLEMENTATION AND REVIEW

This policy will be implemented by Council and is subject to review every 34 years.

DOCUMENT CONTROL

Policy owner	Finance Coordinator	Division	Corporate Services
Adopted by council	27 February 2019	Policy Number	16.3
File Number		Review date	27 February 2020

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CM reference		Date of adoption	
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Item: 10.14

Grants, Contributions & Sponsorship Policy

OFFICER	Alison Martin
GENERAL MANAGER	Peter Brown
DIVISION	Executive
ATTACHMENTS	<ol style="list-style-type: none">1. 20200312 Grants, Contributions & Sponsorship Policy Draft [10.14.1 - 3 pages]2. 6.1 Landscaping Sponsorship [10.14.2 - 3 pages]3. 6.2 Funding Advances to Community Organisations [10.14.3 - 4 pages]4. 6.3 Donations Miscellaneous Policy [10.14.4 - 2 pages]
PURPOSE	For Council's consideration of the draft Grants, Contributions & Sponsorship Policy prior to its public exhibition for community feedback

1. EXECUTIVE SUMMARY

Colac Otway Shire currently has sponsorship or contribution-related policies which require review but no overarching policy to provide clear direction, accountability and transparency in the way Council provides sponsorship, financial and non-financial contributions and grants across the organisation.

Council operations including Bluewater and COPACC receive regular requests for support from community organisations, for example a free pass for a raffle prize at a local school, which might have cross-promotional benefits for Council.

There are criteria and guidelines in place to assist managers with contribution allocations and decision making but no specific Council-wide policy to ensure consistency, accountability and a best practice approach.

The draft Grants, Contributions & Sponsorship Policy aims to provide Council operations including Bluewater, COPACC and Colac Regional Saleyards with a consistent, clear approach to receiving sponsorship, in accordance with the Council Plan 2017-2021 and Municipal Health and Wellbeing Plan 2017-2021.

A Grants, Contributions & Sponsorship Policy will assist with the future review of Council's Grants Program Guidelines and set parameters for all Council contributions and support programs including Colac Otway Youth Awards and contributions through Rural Access funding.

The policy will also provide Councillors with a framework detailing Council's direction regarding sponsorship and contributions in accordance with the Council Plan and Municipal Health and Wellbeing Plan.

2. RECOMMENDATION

That Council:

- 1. receives the draft Grants, Contributions & Sponsorship Policy;***
- 2. exhibits the draft Grants, Contributions & Sponsorship Policy in line with Council's Community Engagement Policy for a period of six weeks from 24 April 2020 to 5 June 2020 to seek community feedback; and***
- 3. considers for adoption a draft Grants, Contributions & Sponsorship Policy at a future Ordinary Council meeting.***

3. KEY INFORMATION

Colac Otway Shire Council provides grants, contributions and sponsorship, both financial and non-financial through a variety of programs, activities and operations.

A range of grants and support to community groups and events which provide significant economic benefits and enhance community life across our shire are delivered through its annual Community Grants Program.

The program also provides grants to enhance Colac's CBD and improve the shopping experience through façade improvement funding.

The Community Grants Program, and a majority of other Council programs or operations which provide or receive sponsorship and contributions, have their own criteria and guidelines which provide a tailored structure for funding.

However, there has been an ad-hoc approach to developing criteria and dealing with requests for sponsorship across the organisation without a broad policy in place.

Council also seeks commercial sponsorship for activities and services it operates through advertising or cross-promotion and it is believed all stakeholders will benefit from an overarching policy.

The draft policy has been workshopped and reviewed by officers across relevant departments.

The adoption of a Draft Grants, Contributions & Sponsorship Policy at a future Ordinary Council meeting will require the revocation of the following policies, copies of which are attached to this report:

- 6.1 Landscaping Sponsorship Policy
- 6.2 Funding Advances to Community Organisations
- 6.3 Donations Miscellaneous Policy.

4. COMMUNITY CONSULTATION & ENGAGEMENT

The development of the Draft Grants, Contributions & Sponsorship Policy responds to requests from the community for financial and non-financial contributions or sponsorship, along with opportunities for Council to procure commercial sponsorship. The draft policy considers the issues raised by Councillors and through community consultation in the preparation of Temporary Naming of Sporting Grounds and Memorials and Plaques policies. The Draft Grants, Contributions & Sponsorship Policy would be placed on public exhibition for a period of six weeks once received by Council.

5. ALIGNMENT TO COUNCIL PLANS, POLICIES OR STRATEGIES

Alignment to Council Plan 2017-2021:

Theme 1 - Our Prosperity

3. Strengthen partnerships with key stakeholders to benefit the whole community.

Theme 2 - Our Places

2. Our places are managed for long-term sustainability.

Theme 3 - Our Community

2. Connect people through events and activities.

Theme 4 - Our Leadership & Management

4. Provide value for money services for our community.

6. CONSIDERATIONS

ENVIRONMENTAL, SOCIAL & CULTURAL, & ECONOMIC

A Grants, Contributions & Sponsorship Policy will have potential social and economic considerations for Council including the parameters for receiving outside sponsorship for COPACC, Bluewater and Colac Regional Saleyards.

LEGAL & RISK

Not applicable

FINANCIAL & BUDGETARY

Not applicable

7. IMPLEMENTATION STRATEGY

The draft policy is attached to this report included in the agenda of the April Ordinary Council meeting so that Council can determine to place the draft on public exhibition for six weeks before consideration of submissions and adoption of the policy.

COMMUNICATION

The public exhibition of the draft policy and opportunity for submissions will be advertised through print and digital media.

PROPOSED TIMELINE

- 22 April 2020 Ordinary Council Meeting: Draft policy to be received by Council and authorisation for public exhibition
- 24 April 2020 to 5 June 2020: Public exhibition period
- 1 July 2020 Councillor Briefing: To consider community feedback
- 22 July 2020 Ordinary Council Meeting: Draft Policy to Council for adoption

8. OFFICER DIRECT OR INDIRECT INTEREST

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



Grants, Contributions & Sponsorship Policy

COUNCIL POLICY

PURPOSE

The purpose of this policy is to outline Council's commitment to providing the community with funding for activities and programs that align with Council's strategic objectives. This policy also applies to Council being offered and receiving sponsorship, contributions and grants.

SCOPE

To provide a broad framework to guide the provision of consistent decision making, funding administration and assessment processes across Council.

DEFINITIONS

Contribution – A contribution is a monetary payment made by Council to an organisation or received by Council that assists in meeting Colac Otway Shire Council's strategic goals and objectives.

Non-Financial Contribution – A non-financial contribution is the provision of a Council service, product, or facility, free of charge or at a subsidised rate. A non-financial contribution of goods or services may also be received by Council. Any non-financial contribution received or provided may be subject to eligibility criteria and shall meet Colac Otway Shire's strategic goals and objectives.

Grant – A grant is a payment received by Council, or a payment made by Council to an independent organisation or individual for a specific purpose or project that demonstrates community benefit and assists in meeting Colac Otway Shire Council's strategic goals and objectives. Grants are subject to an application process and generally are distributed among a range of individuals, organisations or groups.

Sponsorship – Sponsorship is provided or received in exchange for a negotiated mutual benefit that meets the Colac Otway Shire Council's strategic goals and objectives. A sponsorship can be of a financial or non-financial nature.

REFERENCES

- Council Plan 2017 - 2021
- Colac Otway Shire Municipal Public Health and Wellbeing Plan 2017-2021
- Colac Otway Shire Council Employee Code of Conduct
- *Local Government Act 1989* – Sections 77-79 – Conflict of interest
- Colac Otway Shire Municipal Public Health and Wellbeing Plan 2017-2021



GUIDELINES/POLICY DETAILS

- Council is committed to investing and receiving funds for the development of positive and beneficial projects within the community, in line with Council's strategic objectives as outlined in the Council Plan.
- Council will assess applications and proposals for funding against established criteria and ensure compliance measures are met.
- Council will not provide guarantees on behalf of local organisations to funding institutions.
- Council will make certain that rigorous processes are in place to ensure consistency, fairness, transparency and accountability. Funded projects shall be monitored to ensure the benefit to the community is realised and worthwhile.
- Each funding program shall identify timelines and mechanisms to provide status reports.
- All council employees, Councillors or committee members must declare any conflict of interest in assessing any application or proposal for funds in accordance with Conflict of Interest as defined in the *Local Government Act 1989* and more broadly as per accepted corporate governance practices.
- Council will not enter into sponsorship arrangements deemed inappropriate which are associated with or promote (including but not limited to):
 - any illegal activity
 - any activity not in accordance with relevant legislation; permitting; regulations etc
 - tobacco
 - offensive or sexually explicit material
 - discrimination on the grounds of race, gender or religion
 - activities violating human rights
 - political parties
 - gambling
- In accordance with the Colac Otway Shire Municipal Public Health and Wellbeing Plan 2017-2021, sponsorship applicants and providers which are associated with food must only promote healthy food and drink options.



- Sponsorship agreements with retailers of alcohol which promote the sale of alcohol will be limited to shows/events targeted at adults only.
- To ensure probity and transparency, and to maintain accountability, all sponsorship agreements and non-financial contributions will be documented in writing in accordance with the relevant procedures and will meet the relevant criteria.
- All applications, requests or offers to Council officers for a grant, contribution or sponsorship must receive written authorisation to accept or decline the applications or requests by a manager or general manager.
- Council's commercial operations including but not limited to COPACC, Bluewater, Colac Regional Saleyards and Visitor Information Centres, reserve the right to tailor packages to individual sponsors.

RELATED DOCUMENTS

COPACC Sponsorship Guidelines
 Bluewater Processes, Procedures and Criteria
 Colac Regional Saleyards Sponsorship Guidelines
 Colac Otway Shire Grants Program Guidelines D19/23621
 Student Assistance Criteria D19/56933
 6.4 Council Support to Neighbourhood Houses
 6.5 Temporary Naming of Sporting Grounds
 Recreation Reserve Advertising Signage Guidelines
 6.6 Memorials and Plaques Policy
 Regional Recreation Reserves Annual Contribution Program

FILE MANAGEMENT

Policy Owner	Communications	Division	Executive
Adopted by Council		Policy Number	
File Number		Review Date	



COUNCIL POLICY

Council Policy Title:	Landscaping Sponsorship
Council Policy ref. no:	6.1
Responsible Department:	Infrastructure and Services
Date of adoption/review:	23 October 2013

1. INTRODUCTION

This policy relates to opportunities which arise when businesses or organisations offer to sponsor landscaping material such as; plants, soils, timber etc. and/or labour aimed at beautifying Council property.

2. OBJECTIVES

The objectives of this policy are to;

- Provide a framework around business enquiries relating to private sponsorships of Council landscaping projects; and
- Have an alternative means in which to beautify Council property and give the sponsoring businesses or organisations the opportunity to promote growth and /or awareness of their business.

3 CRITERIA AND GUIDELINES

This policy applies to any business or organisation wanting to sponsor landscaping material and/or to beautify Council property.

- Preference will be given to Colac Otway Shire businesses and not for profit organisations before businesses outside the Shire.
- Under this policy Council can accept an advertising display to be erected (for sponsorship), but will specify the size (not to exceed 1 m²) and location following a recommendation put forward by the applicant.
- The applicant is required to submit a drawing of the sponsor signage display for Council review and approval.
- Council will determine the length of time that sponsor signage is to be displayed.
- The time of display of the sponsor signage will not exceed two years.

- During the time of signage display the sponsor will be required to replace any dead or damaged material in accordance with a sponsorship agreement.

4. IMPLEMENTATION AND REVIEW

This policy is adopted by Council and will be implemented by all Shire Staff, and is subject to a periodic review.

ADOPTED/AMENDMENT OF POLICY

Policy Review Date	Reason for Amendment
15 November 1995	Adopted by Council
24 May 2006	Review
25 August 2010	Review
23 October 2013	Review



Application Form Landscaping Sponsorship of Council Property

Business or organisation name: _____

Contact Name: _____

Address: _____

Telephone: _____

Project title: _____

Project location: _____

Brief project summary:

Attach a plan layout, project details and advertising sponsor display (if required). The applicant should provide as much detail as possible, and should state the type of landscaping that will take place including, but not limited to, vegetation and structure to be introduced and/or removed and detailed in a quantifiable manner.

Office Use only

Date Requested

Request Approved ☐

Request not Approved ☐

Council specifications

DECLARATION:

The Colac Otway Shire Council collects personal information to levy rates, issue permits and licences and provide a variety of community services. The information collected in this form is used only for the purposes contemplated by the form (primary purpose) and is not passed onto third parties. In some instances however, disclosure is required by law or is necessary for the protection of persons or property. Where this occurs, Council will take every reasonable step to ensure your privacy is protected in accordance with the Information Privacy Act 2000 (Vic). Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Privacy Officer on 5232 9400.



COUNCIL POLICY

Council Policy Title:	Funding Advances to Community Organisations
Council Policy ref. no:	6.2
Responsible Department:	Corporate and Community Services
Date of adoption/review:	24 July 2013

1. INTRODUCTION

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

2. SOURCES OF FUNDING

Funding is available under two Council Support Funds namely:

Council Community Funding Program, comprising four categories:

- Community Projects (up to \$10,000)
- Recreation Facilities (up to \$10,000)
- Small Equipment and Training (total project up to \$2,000)
- COPACC Hire Assistance

Festival and Events Support Scheme

Local Government

Council Community Funding Program

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

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

The Small Equipment and Training category provides financial assistance for purchases which are facility enhancing (designed to remain part of the facility) or which provide general benefit to groups through community projects. Funds are also provided for training in areas of development of specialised skills for volunteer community members.

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

Festival and Events Support Scheme

The Festival and Events Support Scheme provides financial assistance for costs related to the delivery of new or established events which demonstrate a contribution to the social, cultural and economic growth of the Colac Otway Shire. The Colac Otway Shire Festival and Support Scheme is targeted at organisations with limited financial resources

Events can include but are not restricted to cultural, historical, artistic (music, theatre, visual) sporting, culinary, environmental or could include markets, festivals and shows. Events should enhance the region's profile, develop community co-operation and cohesion, build local skills or in other ways have a positive impact on the local community.

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

The guidelines provide details on:

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

The application form requires information on:

- Organisation details
- Project details
- Financial details
- Budget

Both funds are available for application annually and once approved, finances are distributed promptly based on receipt of the required information from successful applicants.

State/Federal Government and Philanthropic

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

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

3. POLICY

- 3.1 Council will consider providing funding to community organisations under the following criteria:
- Funding to eligible organisations who can demonstrate the ability to undertake projects as stated in their application and to the benefit of the Colac Otway Shire community.
 - Funding where project is on Government property where Council is Committee of Management or believes that the project is of community benefit.
 - Funding where Council is the freehold owner of the land upon which the expenditure proposes to be incurred.
 - Funding based on the amount provided in Council's annual budget.
- 3.2 Council reserves the right to charge a commercial interest rate where local funding contribution is not repaid in accordance with agreement entered into prior to the project commencing.
- 3.3 Council may require some or all of the following criteria to be met in approving funding for projects:
- Detailed financial statements (past 2 years)
 - Details of previous grants provided by Council to organisation in past 3 years;;
 - Detailed project briefs, plans, costings and scope;
 - Comprehensive projected budget for the project;
 - Details of any occupancy or tenancy agreement in place;
 - The organisation's ability to repay the loan (if applicable) based on the conditions provided in the agreement;
 - The organisation being prepared to sign an agreement with Council; and
 - Any other condition that is set by Council at the time of negotiation.
- 3.4 Council will allocate funding on a predetermined criteria which may include:
- Community benefits provided by the project both short and long term;
 - Whether the project creates new or increased opportunities for residents of the Colac Otway Shire;
 - Whether the project reduces gaps in existing services and programs;
 - Whether the project meets the communities needs;
 - Extent of forward planning demonstrated by the organisation;
 - Availability of the organisation's matching contribution;
 - Provision of sufficient documentation on the proposal;
 - Compliance with the guidelines of the relevant Council fund; and
 - Funding available.
- 3.5 Organisations who are allocated funding are required to complete an acquittal to Council. The acquittal must outline what works/events were carried out/held and how the funding was used. The General Manager Corporate and Community Services or their delegate will report on these outcomes to Council.
- 3.6 Council will not provide guarantees on behalf of the local organisations to funding institutions.

4. IMPLEMENTATION AND REVIEW

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

5. ACCOUNTABILITY

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

ADOPTED/AMENDMENT OF POLICY

Policy Review Date	Reason for Amendment
28 March 2007	Adopted by Council
25 November 2009	Review
24 July 2013	Review



COUNCIL POLICY

Council Policy Title:	Donations-Miscellaneous
Council Policy ref. no:	6.3
Responsible Department:	Corporate and Community Services
Date of adoption/review:	24 July 2013

1. INTRODUCTION

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

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

2. POLICY

General Donations

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

- (a) Council will make donations in a manner that maximises the exposure of the donation in the local community. Donations for events outside the immediate region, where Council is one of numerous sponsors will not be considered.
- (b) Council will apply funding to requests that have no other avenue of support. Donations under this policy will not be made for purposes that are generally the domain of other tiers of government (eg health, education).
- (c) Donations will be made with the view of achieving equity across the Shire. Donations to one group should not be made without consideration being given to other like groups that have not applied for support.
- (d) Donations for representation will be considered only if a competitive selection process has been undertaken, with funding in line with the following categories and limits:

- donation to assist an individual representing Victoria or Australia \$200
- donation to assist a group representing Victoria or Australia \$400

(e) Requests for donations to assist more than one individual representing Victoria or Australia at the same event/carnival will be treated as a group representation.

Delegation

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

3. IMPLEMENTATION AND REVIEW

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

ADOPTED/AMENDMENT OF POLICY

Reviewed Date	Reason for Amendment
23 August 2006	Adopted by Council
25 November 2009	Review
24 July 2013	Review

Item: 10.15

Old Beechy Rail Trail Minutes and Assemblies of Councillors notes

OFFICER	Lyndal McLean
CHIEF EXECUTIVE	Peter Brown
DIVISION	Executive
ATTACHMENTS	<ol style="list-style-type: none"> 1. Assembly of Councillors - Colac Regional Saleyards Advisory Committee - 31 January 2020 [10.15.1 - 1 page] 2. Assembly of Councillors - Council Meeting Preparation - 26 February 2020 [10.15.2 - 1 page] 3. Assembly of Councillors - Councillor Briefing - 4 March 2020 [10.15.3 - 2 pages] 4. Assembly of Councillors - Councillor Briefing - 11 March 2020 [10.15.4 - 3 pages] 5. Assembly of Councillors - Councillor Briefing - 18 March 2020 [10.15.5 - 2 pages] 6. Assembly of Councillors - Councillor Briefing - 25 March 2020 [10.15.6 - 2 pages] 7. Assembly of Councillors - Councillor Briefing - 1 April 2020 [10.15.7 - 2 pages] 8. Old Beechy Rail Trail Committee - Meeting Minutes with attachments - 2019 28 November - Confirmed [10.15.8 - 17 pages]
PURPOSE	To report the minutes of the Old Beechy Rail Trail and report the Assemblies of Councillors.

1. EXECUTIVE SUMMARY

ASSEMBLIES OF COUNCILLORS

The Local Government Act 1989 requires that records of meetings which constitute an Assembly of Councillors be reported at the next practicable meeting of Council and incorporated in the minutes of the Council meeting. All relevant meetings have been recorded, documented and will be kept by Council for 4 years. The attached documents provide details of those meetings held that are defined as an Assembly of Councillors.

OLD BEECHY RAIL TRAIL COMMITTEE MINUTES

Colac Otway Shire formed the Old Beechy Rail Trail Committee (OBRTC) on 26 September 2001. The OBRTC was conferred as a Section 86 Committee under the Local Government Act 1989 and delegated the functions, duties and powers set forth in the schedule titled Old Beechy Rail Trail Committee Charter. The Charter was developed as the basis of the Instrument of Delegation to be used by the Old Beechy Rail Trail Committee.

The Old Beechy Rail Trail Committee Charter states that:

- “Minutes of the Old Beechy Rail Trail Committee should be included in the Council agenda once any confidential items have been identified and the minutes have been confirmed by the Committee” (Item 6.1.1).
- “Confidential minutes of the Old Beechy Rail Trail Committee are to be included in an In-Committee agenda of Council” (Item 6.1.2)

2. REPORTING

1. *The Assemblies of Councillors are reported herewith.*
2. *The Minutes of the Old Beechy Rail Trail Committee 28 November 2019 are reported herewith.*

The Local Government Act 1989 does not require a Council decision.

3. KEY INFORMATION

The following assemblies of Councillors have been held and are attached to this report:

- | | |
|---|------------------|
| • Colac Regional Saleyards Advisory Committee | 31 January 2020 |
| • Ordinary Council Meeting preparation | 26 February 2020 |
| • Councillor Briefing | 4 March 2020 |
| • Councillor Briefing | 11 March 2020 |
| • Councillor Briefing | 18 March 2020 |
| • Councillor Briefing | 25 March 2020 |
| • Councillor Briefing | 1 April 2020 |

The following Minutes of the Old Beechy Rail Trail Committee are attached to this report:

- | | |
|-----------------------------------|------------------|
| • Old Beechy Rail Trail Committee | 28 November 2019 |
|-----------------------------------|------------------|

4. OFFICER DIRECT OR INDIRECT INTEREST

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

Assembly of Councillors Record

This form must be completed by the attending Council Officer and saved in the current Assembly of Council Records folder in Content Manager. A copy of the completed form must be provided to Governance for reporting at the next Ordinary Council Meeting. (Please refer to Assembly of Councillors Record - Explanation / Guide Notes.)

Assembly Details

Advisory committee name: Colac Regional Saleyards Advisory Committee Meeting
 Date: 31 / 1 / 20
 Time: 8:30 am / pm
 Assembly Location: Saleyards tea room
 (eg. COPACC; Colac Otway Shire Offices – 2-6 Rae Street, Colac; Shire Offices – Nelson Street, Apollo Bay)

In Attendance

Councillors: Cr Chris Smith / / /
 Officer/s: Tamzin McLennan, Eliza Withall, James Myatt, Graeme Riches / /
 Matter/s Discussed: Operational matters; OH + S matters; signage; fees + charges; cattle storage on weekends
 (eg. Discussions with property owners and/or residents; Planning Permit Application No. xxxx re proposed development at No. xx Pascoe Street, Apollo Bay; Council Plan steering committee with Councillors and officers.)

Conflict of Interest Disclosures: (refer to page 5 of Assembly of Councillors Record – Explanation / Guide Notes)

Councillors: Nil / / /
 Officer/s: Nil / / /
 All officers and councillors stayed for duration of meeting – from 8:30am – 10:15am
 left meeting at: am / pm; returned to meeting at am / pm.

Completed by: Tamzin McLennan *Tamzin McLennan*

Assembly of Councillors

INVITEES:

Cr Hanson, Cr Hart, Cr Schram, Cr Potter, Cr McCracken, Cr Crook, Cr Smith, Peter Brown, Tony McGann, Errol Lawrence, Ian Seuren, Sarah McKew, Lyndal McLean

ATTENDEES:

Cr Hanson, Cr Hart, Cr Schram, Cr Potter, Cr Crook, Peter Brown, Tony McGann, Errol Lawrence, Ian Seuren, Sarah McKew, Lyndal McLean, Simon Clarke, Tamzin McLennan, Nick Howard

EXTERNAL ATTENDEES:

Nil

APOLOGIES:

Cr McCracken

ABSENT:

Cr Smith

Meeting commenced at 2:02pm

Declarations of Interest		Item	Reason
Nil			
Time	Item		Attendees
2:02pm – 3:39pm	Ordinary Council Meeting Preparation Cr Schram left the meeting at 2:53pm and did not return. Cr Hanson left the meeting at 2:55pm; returned at 3:12pm. Cr McCracken attended the meeting at 3:07pm. Cr Hanson left the meeting at 3:38pm and did not return.		Nick Howard Tamzin McLennan Simon Clarke
3:39pm	Meeting closed		



Councillor Briefing

Rehearsal Room, COPACC

Wednesday, 4 March 2020

1:30pm

Assembly of Councillors

INVITEES:

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Cr Smith, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren

ATTENDEES:

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Errol Lawrence, Tony McGann, Ian Seuren

EXTERNAL ATTENDEES:

Paul Jane (Project Manager, Great Ocean Road Management Reform - DELWP), Ian Philips (Consultant, I & J Management Services) by teleconference

APOLOGIES:

Peter Brown

ABSENT:

Cr Smith

Meeting commenced at 1:34pm

Declarations of Interest	Item	Reason
Nil		

Councillor Briefing

Time	Item	Attendees
1:34pm – 2:21pm	Great Ocean Road Coast and Parks Cr Schram left the meeting at 1:56pm; returned at 1:58pm. Cr McCracken left the meeting at 2:01pm; returned at 2:04pm. Cr Crook left the meeting at 2:15pm and did not return.	Sarah McKew Paul Jane
2:21pm – 2:32pm	Grants, Contributions & Sponsorship Policy	Sarah McKew Alison Martin



Councillor Briefing (continued)		
Time	Item	Attendees
2:32pm – 3:04pm	Library Service Review	Madeleine Bisits Ian Phillips
3:04pm – 3:20pm	Break	
3:20pm – 3:44pm	CBD Parking Arrangements	Tim Brain David Serpell
3:44pm – 4:25pm	Climate Change Petition	Stewart Anderson Dora Novak
4:25pm – 4:40pm	General Business: <ul style="list-style-type: none"> • Rates direct debit • City Deal • Lions Club barbeque 	
4:40pm – 4:45pm	Update to Council on the Three Year Service Review Program Cr Schram left the meeting at 4:40pm and did not return.	
4:45pm	Meeting closed	



**Councillor Briefing**

Rehearsal Room, COPACC

Wednesday, 11 March 2020

12.00pm

Assembly of Councillors**INVITEES:**

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Cr Smith, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren

ATTENDEES:

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Errol Lawrence, Tony McGann, Ian Seuren, Peter Macdonald, Sharyn Ryan, Sarah McKew, Madeleine Bisits, Melanie Duvé, Doug McNeill, David Serpell, Lucy Vesey, Nicole Frampton

EXTERNAL ATTENDEES:

Richard Riordan MP (Member for Polwarth), Brian Humphries (Apollo Bay Pool Committee member), Jane Gross (Apollo Bay Pool Committee member), Jo Murdoch (General Manager, Customers & Community, Barwon Water), Emily Rahles-Rahbula (Infrastructure Transformation Lead, Barwon Water)

APOLOGIES:

Peter Brown

ABSENT:

Cr Smith

Meeting commenced at 12.02pm

Declarations of Interest		Item	Reason
Nil			
Councillor Briefing			
Time	Item		Attendees
12.02pm – 12.22pm	Apollo Bay Early Years Hub		Peter Macdonald Sharyn Ryan
12.22pm – 12.48pm	Section 86 Committees Transition Report Cr Schram attended the meeting at 12.43pm.		Peter Macdonald Sarah McKew



Councillor Briefing (continued)		
Time	Item	Attendees
12.48pm – 1.30pm	Break	
1.30pm – 2.36pm	Colac Otway Shire Matters	Richard Riordan Sarah McKew Madeleine Bisits
2.36pm – 2.41pm	Annual Review of Council Plan 2017-2021 Cr Hart left the meeting at 2.37pm; returned at 2.40pm. Cr McCracken left the meeting at 2.37pm.	Melanie Duvé Sarah McKew
2.41pm – 2.48pm	Break	
2.48pm – 3.23pm	Contract 1954 - Building and Surveying Services Cr McCracken returned to the meeting at 2.48pm.	Doug McNeill
3.23pm – 3.24pm	Proposed Environmental Significance Overlay Planning Scheme Amendment (C101cola)	Doug McNeill
3.24pm – 3.30pm	Break	
3.30pm – 3.47pm	Apollo Bay Pool Cr Schram left the meeting at 3.47pm and did not return.	Madeleine Bisits David Serpell Lucy Vesey Nicole Frampton
3.47pm – 3.50pm	Break	
3.50pm – 4.38pm	Apollo Bay Pool	Brian Humphries Jane Gross Madeleine Bisits David Serpell



Councillor Briefing (continued)		
Time	Item	Attendees
4.38pm – 4.41pm	Break	
4.41pm – 4.58pm	Barwon Water - Renewable Organic Networks	Jo Murdoch Emily Rahles-Rahbula
4.58pm – 5.17pm	General Business: <ul style="list-style-type: none"> ▪ Apollo Bay Pool Cr Hanson left the meeting at 5.15pm and did not return.	
5.17pm	Meeting closed	



**Councillor Briefing****Meeting Room 1, COPACC****Wednesday, 18 March 2020****11.00am****Assembly of Councillors****INVITEES:**

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Cr Smith, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren

ATTENDEES:

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren, Jason Clissold, Nick Howard, Nick Welsh, Toni Saunders, Doug McNeill, Frank Castles, Jo Grainger, Madeleine Bisits, Peter Macdonald, Stewart Anderson, Tamzin McLennan, Lucy Vesey, Julie Kiernan, Darren Graham, Steven Crawford, Nicole Frampton

EXTERNAL ATTENDEES:

Nil

APOLOGIES:

Sarah McKew

ABSENT:

Cr Smith

Meeting commenced at 11:07am

Declarations of Interest		Item	Reason
Nil			
Councillor Briefing			
Time	Item		Attendees
11:07am – 11:14am	COVID-19		
	Cr Crook attended the meeting at 11:14am.		

Councillor Briefing (continued)		
Time	Item	Attendees
11:14am – 1:03pm	<p>Review of 2020/21 Draft Budget – Introduction and Business Cases</p> <p>Infrastructure and Leisure Services – 2020/21 Budget</p> <p>Cr McCracken attended the meeting at 11:19am.</p>	<p>Jason Clissold Nick Howard Nick Welsh Toni Saunders Doug McNeill Frank Castles Jo Grainger Madeleine Bisits Peter Macdonald Stewart Anderson Tamzin McLennan Lucy Vesey Julie Kiernan Darren Graham Steven Crawford Nicole Frampton</p>
1:03pm – 1:45pm	Break	
1:45pm – 2:15pm	Infrastructure and Leisure Services – 2020/21 Budget (cont'd)	<p>Frank Castles Madeleine Bisits Lucy Vesey Julie Kiernan Darren Graham Nicole Frampton</p>
2:15pm – 2:44pm	<p>Development & Community Services – 2020/21 Budget</p> <p>Cr McCracken left the meeting at 3:32pm; returned at 3:13pm. Cr Hanson left the meeting at 2:39pm; returned at 2:44pm.</p>	<p>Doug McNeill Stewart Anderson Tamzin McLennan Peter Macdonald</p>
2:44pm – 3:00pm	Break	
3:00pm – 3:54pm	<p>Chief Executive and Corporate Services – 2020/21 Budget</p> <p>Cr Hanson left the meeting at 3:30pm; returned at 3:35pm. Cr Hart left the meeting at 3:30pm; returned at 3:36pm.</p>	<p>Jo Grainger Steven Crawford Jason Clissold</p>
3:54pm	Meeting closed	

**Councillor Briefing****Meeting Rooms 1 and 2, COPACC****Wednesday, 25 March 2020****2:00pm****Assembly of Councillors****INVITEES:**

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Cr Smith, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren

ATTENDEES:

Cr Crook, Cr Hanson (by phone), Cr Hart (by phone), Cr Potter, Cr Schram, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren

EXTERNAL ATTENDEES:

Nil

APOLOGIES:

Cr McCracken

ABSENT:

Cr Smith

Meeting commenced at 2:02pm

Declarations of Interest		Item	Reason
Cr Crook	Having declared a conflict of interest, Cr Crook left the meeting at 2:57pm; returned at 2:59pm.	Amendment C90cola - Consideration of Planning Panel Report and Approval of Amendment	Section 78E – Indirect interest I was a submitter to the process.

Councillor Briefing

Time	Item	Attendees
2:02pm – 2:23pm	COVID-19	Doug McNeill Jason Clissold
2:23pm – 2:24pm	CEO's delegation	Doug McNeill Jason Clissold

Councillor Briefing (continued)		
Time	Item	Attendees
2:24pm – 2:26pm	Budget	Doug McNeill Jason Clissold
2:26pm – 2:33pm	Planning Committee	Doug McNeill Jason Clissold
2:33pm – 3:17pm	<p>Future Council meetings</p> <p>Cr Schram left the meeting at 2:53pm; returned at 2:59pm</p> <p>Having declared a conflict of interest Cr Crook left the meeting at 2:57pm; returned at 2:59pm</p> <p>Cr Schram left the meeting at 3:03pm; returned at 3:05pm</p>	Doug McNeill Jason Clissold
3:17pm – 3:19pm	Future Councillor Briefings	Doug McNeill Jason Clissold
3:19pm – 3:27pm	<p>Council Elections</p> <p>Cr Schram left the meeting at 3:27pm and did not return.</p>	Jason Clissold
3:27pm – 3:36pm	<p>General business:</p> <ul style="list-style-type: none"> • City Deal • Videoconferencing 	Jason Clissold
3:36pm	Meeting closed	



**Councillor Briefing****Meeting Rooms 1 and 2, COPACC****Wednesday, 1 April 2020****2:00pm****Assembly of Councillors****INVITEES:**

Cr Crook, Cr Hanson, Cr Hart, Cr McCracken, Cr Potter, Cr Schram, Cr Smith, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren, Sarah McKew

ATTENDEES:

Cr Crook, Cr Hanson (by teleconference), Cr Hart (by teleconference), Cr McCracken, Cr Potter, Cr Schram, Peter Brown, Errol Lawrence, Tony McGann, Ian Seuren, Doug McNeill (by teleconference), Stewart Anderson (by teleconference), Marni Young, Jason Clissold, Nick Howard, Ian Williams, Helen Evans

EXTERNAL ATTENDEES:

Nil

APOLOGIES:

Nil

ABSENT:

Cr Smith

Meeting commenced at 2:03pm

Declarations of Interest	Item	Reason
Cr Crook	Having declared a conflict of interest, Cr Crook left the meeting at 3:32pm; returned at 3:38pm.	Amendment C90cola - Consideration of Planning Panel Report and Approval of Amendment Section 78E – Indirect interest I was a submitter to this process and our property is affected by this overlay.

Councillor Briefing

Time	Item	Attendees
2:03pm – 2:19pm	COVID-19 Update	Doug McNeill Stewart Anderson
2:19pm – 2:38pm	MAV WorkCare Scheme Participation	Marni Young Jason Clissold



Councillor Briefing (continued)		
Time	Item	Attendees
2:38pm – 3:32pm	2020/2021 Budget Discussions Cr Schram left the meeting at 3:05pm and did not return.	Jason Clissold Nick Howard
3:32pm – 3:35pm	Amendment C90cola - Consideration of Planning Panel Report and Approval of Amendment Having declared a conflict of interest, Cr Crook left the meeting at 3:32pm; returned at 3:38pm.	Doug McNeill Helen Evans
3:35pm – 3:40pm	Planning Committee Report: PP284/2019-1 - Development of a Warehouse & Reduction of Car parking at 408 Princes Highway, Colac Wes	Doug McNeill Helen Evans
3:40pm – 3:50pm	Planning Committee Report: PP209/2019 - Proposed Dwelling at 185-200 Hordern Vale Road, Hordern Vale	Doug McNeill Blaithin Butler Ian Williams
3:50pm – 4:02pm	Planning Committee Report: PP138/2019 - Use and Development of the land for a dwelling and Agricultural buildings - 45 Skinners Road Barongarook West Doug McNeill declared a conflict of interest and did not participate in this item, nor was present by telephone.	Blaithin Butler Helen Evans
4:02pm – 4:09pm	General business	
4:09pm	Meeting closed	



OLD BEECHY RAIL TRAIL COMMITTEE MINUTES

Update: Committee Members:

✓	Cr Chris Smith (Chair)	COS Councillor	✓	Tricia Jukes	Land Owner representative
✓	Sue Thomas	Community representative	✓	Philippa Bailey	Community representative
✓	Andrew Daffy	Community representative	✓	Cyril Marriner	Community representative
✓	Noel Barry	Friends of the Old Beechy Rail Trail representative	✓	Linda Laurie (proxy)	Department of Environment, Land, Water and Planning representative (DELWP)
✓	Nicole Frampton (minutes)	COS Recreation and Open Space Coordinator			

Non-voting invitees:

Philip Dandy, Anthony Zappelli, Jessica Reid (Parks Victoria), ✓ Madeleine Bisits (COS Manager Arts and Leisure), Frank Castles (COS Manager Services and Operations), ✓ Tony Addinsall (COS Services and Operations – South), ✓ Marni Young (Risk & OH&S Coordinator).

1. Welcome, apologies	
Apologies: Craig Clifford (DELWP)	
2. Confirmation of previous minutes – 22 October 2019	
Moved: Philippa Bailey Seconded: Andrew Daffy Carried.	
3. Business Arising from Previous Minutes (see attached)	
Item 3 Discussion: Outstanding Actions will be covered in General Business and will be updated on linked spreadsheet – see attached for update. <ul style="list-style-type: none"> Asset Management Plan – as per the Meeting Action Sheet, an asset management plan (trail management plan) for the OBRT needs to be completed. Trail mapping and a trail condition assessment were completed September 2018. A business case has been submitted to the 2020-21 COS budget to complete the plan. Completion of the Asset Management Plan/Trial Management Plan is unable to progress within existing resources. 	
4. Correspondence	
In	
<ul style="list-style-type: none"> 25/11/2019 – Response from DELWP Re Humphris land swap (Email sent 14/10/19) – Tim O'Neil has received the email but has not had a chance to investigate. Tim will investigate as time and other priorities permit. 8/11/2019 – Application to use a Recreational Vehicle on the OBRT – Colac Rotary Club – 2020 Otway Trail Run (29/3/20 – 8:30-11:30am) 	
Out	
<ul style="list-style-type: none"> 6/11/2019 – Correspondence to landowners re licence agreement renewals and insurance update 	

<p>Committee members asked why the Committee was not informed of an incident along the trail reported in the Colac Herald.</p> <p>Response: Council has not received any formal notification that an incident occurred along the trail. The area where an incident is supposed to have occurred is closed to trail users with signage installed to inform users that the trail is closed. Council has been seeking further information from Ambulance Victoria with no response.</p>	
<p>5. Council Report</p>	
<p>Item 5 Discussion:</p> <p>The November 2019 Monthly Report was presented to the Committee for discussion – see attached. Hardcopy report provided to committee members present at the meeting.</p> <p><u>Events (Applications & Upcoming)</u></p> <ul style="list-style-type: none"> • Application to use a Recreational Vehicle on the OBRT – Colac Rotary Club – 2020 Otway Trail Run (29/3/20 – 8:30-11:30am). <p>2019 Committee Discussion:</p> <p>As per the 2018 discussion, does the Committee want to request that the event organisers make a reasonable donation towards the upkeep of the trail? Council completes additional work along the trail prior to the event.</p> <p>Response: Committee would like to receive a reasonable donation from the event organisers for using the trail for the event. Any donation would go to the 'Friends of' or 'OBRT Committee of Management' account. The donation to be used to complete works along the trail; needs to be for something tangible.</p> <p>In the past there have not been any issues with this event's use of the OBRT and the committee knows that most of what is detailed below the event organisers are already doing for the Otway Trail Run.</p> <p><u>Event Approval Conditions specifically for use of the OBRT</u></p> <ul style="list-style-type: none"> ○ Event organiser needs to complete a pre-event inspection of the section of the trail to be used a month prior to the event date. If, when the Rotary Club is completing their pre-event inspection the month prior to the event there are issues, please get them to contact the Recreation and Open Space Unit so that works can be organised for completion by the Gellibrand Depot. Event organisers should also conduct a pre-event inspection early in the week leading up to the event date so that any last minute concerns can be rectified. Council officers will liaise with the Gellibrand Depot to ensure that the trail is in good condition for the event. ○ That event organisers do not use spray paint to mark directional signage on OBRT assets including trees for the run. It is important to ensure that following the event, regular users of the trail aren't confused with the normal trail alignment. Rather than using spray paint, can event organisers please use laminated signs that are zip-tied to the tree/fence posts for the event and then removed following the event. ○ That event organisers install temporary signage along the used section of the trail in the lead up to the event. This signage should include the 	<p>NF</p>

**OLD BEECHY RAIL TRAIL COMMITTEE
MEETING MINUTES
THURSDAY 28 NOVEMBER 2019
10:00am – 11:41am
COPACC REHEARSAL ROOM**

<p>event date and times so that regular users are aware of the event taking place on the trail. Whilst the event is in place, the trail is not closed to other users who may not be participating in the Otway Trail Run on the event day and it would be good to inform them of the event in advance.</p> <ul style="list-style-type: none"> ○ Event organisers need to ensure that they complete a post event inspection of the trail to ensure no rubbish is left along the trail from the running of the event. <p>All other event conditions are stipulated by COS events unit, the above details only those conditions which are specific to the use of the OBRT.</p> <p>Motion: "That the Old Beechy Rail Trail Committee approves the 2020 Otway Trail Run event to take place as per their application and the event permit conditions from previous years' events; and that the Committee request a donation be made by the event organisers towards the use of the trail to the 'Friends of the OBRT' or the 'OBRT Committee of Management'".</p> <p>Moved: Philippa Bailey Seconded: Tricia Jukes Carried.</p>	
<p>6. Friends Report – Noel Barry</p>	
<p>Update/Discussion:</p> <ul style="list-style-type: none"> • Nothing to report. 'Friends of' group haven't completed any works due to members' family commitments. • Noel still needs to develop a formal list of works that the 'Friends' are responsible for – basic infrastructure installed by the Friends group include seats, cross arms, station signs, shelters. The group is unable to clean/tidy up around the station shelters at the moment with their current capacity and family commitments. • Tricia Jukes provided an update about the setting up of a second 'Friends of' group. The new group has registered as an incorporated association. Andrew Hodges has been elected as president of the new group. The new group will carry on the great work that the original 'Friends' group have completed. The new 'Friends' group are planning on conducting a trail user survey. <p>Discussion: the best way forward would be that the original 'Friends' group to join the new 'Friends' (incorporated association) group.</p> <ul style="list-style-type: none"> ○ The new 'Friends' group volunteers are not covered under Council's insurance for personal injury and public liability. ○ Council will need to establish an MOU with the new 'Friends' group to approve any works the volunteers might be undertaking, and the new landowner licence agreement terms will need to be updated to reflect this. 	<p>NB</p> <p>TJ</p>
<p>7. Treasurers Report – Tricia Jukes</p>	
<p>Report provided: As at 27/11/2019, the OBRT Committee Cheque Account statement has a balance of \$6,459.59.</p> <p>All expenses for the 2019 Golden Gumboot event have been paid.</p>	
<p>8. Working Group Updates</p>	

**OLD BEECHY RAIL TRAIL COMMITTEE
MEETING MINUTES
THURSDAY 28 NOVEMBER 2019
10:00am – 11:41am
COPACC REHEARSAL ROOM**

<ul style="list-style-type: none"> Marketing / Governance / Promotions / Events Working Group 	
<p><u>New Map/Brochure update</u></p> <ul style="list-style-type: none"> Brochure/Map Update: Brochure project on hold until landowner risk assessment report and brochure wording is finalised. Extension to complete brochure until 30/06/20 has been received. 	
<p><u>Strategic Plan/Visioning Workshop</u></p> <p>A Strategic Planning/Trail visioning workshop was held prior to today's meeting. The 'OBRT Review and Strategic Action Plan 2009-2014' and the 'OBRT Marketing Plan Feb 2011' were discussed and distributed to committee members for review.</p> <p>All members are requested to provide Philippa with feedback on the two documents by 24 January. This feedback will be presented to the February 2020 meeting.</p>	PB
<p>Action: All members are requested to provide Philippa with feedback on the two documents by 24 January.</p>	All
<ul style="list-style-type: none"> Maintenance and Future Planning Working Group 	
<p>No meeting held – nothing to report.</p>	
<p>9. General Business</p>	
<ul style="list-style-type: none"> Business Cases A number of business cases have been submitted for consideration for the 2020-21 Budget process. <ul style="list-style-type: none"> OBRT Asset Management Plan (completion) – budget request \$40,000. OBRT Ditchley Gully Trail Safety Improvements – budget request \$300,000. OBRT Capital – Trail Resheet (resheet unsealed sections of the trail) – budget request \$85,000. OBRT Maintenance (increase to the current budget) – budget request for an additional \$60,000 (this means the maintenance budget would be \$120,000). OBRT Bridge Maintenance (To provide a dedicated budget to complete bridge maintenance along the trail) – budget request \$30,000. 	
<ul style="list-style-type: none"> Trail Closures <ul style="list-style-type: none"> Temporary rail closure signage. Update: Temporary closures still in place. The trail remains closed between Gellibrand and Ferguson. <p><u>Gellibrand to Wimba section of the OBRT</u></p> <p>Officers would still like to open the Gellibrand to Wimba section (this section is not affected by the landowner requests to close the trail). COS Services and Operations have inspected this section of trail. There are works which would need to be completed prior to this section of trail being opened for public use. This section of the trail will remain closed until works have been completed – works are weather dependent.</p> <p>If this section is to open, Council will need to install signage at Gellibrand to inform the users that the trail is closed ahead and that the trail is</p> 	

<p>closed from Wimba to Ferguson. Re-opening this small section will provide some additional trail for users to walk/cycle but users will be required to complete a return loop from Gellibrand. Officers will also look at ensuring the parking area at Wimba is suitable for those who would park and ride. Additional signage at Wimba will also be installed.</p> <ul style="list-style-type: none"> ○ Dinmont to Ditchley closure. Update: This section of the trail remains closed. A business case has been submitted for Council consideration in the 2020-21 budget process. 	
<ul style="list-style-type: none"> • Private Property Risk Assessments/ Insurance cover for landowners which licence the land to Council for OBRT purposes. <p>Update: It looks like we have a policy proposal. It's taken a while and we are still working through the finer details. Council officers were on the phone with the insurance broker this week to talk through what the policy means in simple terms.</p> <p>It is a public liability insurance policy where the policy covers all property owners for their negligence only or claim of negligence. I.e: Inadvertent acts resulting in bodily injury or property damage belonging to third parties (trail users) as a result of the landowners negligence. Has to be a form of negligence and proof that it was a negligent act. This policy does not respond to a criminal act of a wilful or malicious nature.</p> <p>The policy will be taken out by Council on behalf of the 12 property owners. The policy is for \$20m coverage per occurrence. Excess – There is a \$1,000 excess for each and every claim – each incident. Claims – Any claim will come through Council where it will be determined which policy the claim sits with. Council would manage the claim process.</p> <p>There will be a level of landowner involvement. It will depend on the severity of the incident. A claim form will need to be completed; mostly filled out by Council then landowners. There may need to be an interview to follow up, verify facts or version of events.</p> <p>A landowner provided an example of a recent incident along the trail. The landowner was collecting sticks/branches along the trail after a large wind event. The landowner needed to turn a vehicle around near a blind corner. A trail user had a near miss with the trailer full of vegetation. The user reacted aggressively towards the landowner. Based on what has been said, the new policy would protect the landowner.</p> <p>In taking out this policy there will be some requirements including:</p> <ul style="list-style-type: none"> ○ Landowners will be required to notify Council officers of any incidents/near misses they are involved in. ○ Council will need to implement the risk assessment actions including clarifying landowner notification to Council of major works which will impact trail users/access to the trail. ○ Notifying Council of any machinery along the trail to determine whether a temporary closure might be required. Landowners need to maintain clear site lines. 	MB

**OLD BEECHY RAIL TRAIL COMMITTEE
MEETING MINUTES
THURSDAY 28 NOVEMBER 2019
10:00am – 11:41am
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<ul style="list-style-type: none"> ○ Promotion of the 'Code of Conduct' to educate users about the speed permitted on the trail – recreational trail. ○ Property damage to landowners either within the trail (licenced land) and off the trail near the licenced land. Eg. Dam, people stop and view/attraction. Situations of property damage as a result of the public using the trail not covered under Council's insurance or by law are considered to be rare. Any individual landowners who have concerns to speak to Council individually. 	
<ul style="list-style-type: none"> • Licence Agreement Review – Maintenance clauses discussion A hard copy of the maintenance clauses in the proposed draft revised licence agreement was provided to committee members in attendance at the meeting. Maddy read through the proposed revised terms for discussion. Committee discussion: Committee requested that officers bring back the full revised draft licence agreement for committee comment/feedback. Response: once landowners have had a chance to review and provide feedback on the draft revised licence agreement, the document will come to the committee. <p><u>Proposed Next Steps</u></p> <ul style="list-style-type: none"> • Full update to the landowners of the draft revised licence agreement including insurance clauses and full details of the new policy. Timeframe – staff will be working on getting this out to landowners prior to Christmas; seeking landowner feedback over January; with the intent to bring back to February 2020 meeting. 	
<ul style="list-style-type: none"> • Colac Station section of the OBRT Update: No notification received for submitted application. 	
<ul style="list-style-type: none"> • Humphris land titles – Humphris property/land transfer update Email sent to DELWP on 14/10 seeking process to progress land swap. Email received by DELWP – Response from Tim O'Neil: DELWP received the email but has not had a chance to investigate. Tim will investigate as time and other priorities permit. Update: nothing further to report. 	
<ul style="list-style-type: none"> • Hunt for the Golden Gumboot – 2019 Event – Saturday 21 September to Saturday 5 October. Update: <ul style="list-style-type: none"> ○ Acquittal currently being completed – must be submitted tonight. 	PB
<ul style="list-style-type: none"> • Honour Board for OBRT contributions. Update: Sign is with the sign writer to get a price to put the names on. Title: Old Beechy Rail Trail Honour Board Logos: COS, OBRT Names to be initially included on the sign: 10 year names will be included on the board (use Buchanan Station as a starting). At next meeting, the Committee need to develop criteria for including names on the board. 	AD All
<ul style="list-style-type: none"> • Gellibrand Information Centre Ant infestation – some works have been completed. AD still working on getting a quote. Comments book – given to NB at the meeting. Book is being vandalised. Need to get some no smoking signs installed for the building. 	AD and Friends of Committee



**OLD BEECHY RAIL TRAIL COMMITTEE
MEETING MINUTES
THURSDAY 28 NOVEMBER 2019
10:00am – 11:41am
COPACC REHEARSAL ROOM**

<ul style="list-style-type: none"> Section 86 Committee status Is there are requirement to change from a Section 86 Committee by end June 2020? Response: Yes there is. Most current Section 86 Committee's are transitioning to Community Asset Committee's. That model may not be suitable for OBRT as the group does not manage/maintain the trail. Peter MacDonald will be invited to February 2020 meeting to workshop options. 	
<ul style="list-style-type: none"> Beechy Train Chris Smith informed the committee that it is unlikely the train will operate for the 2019/20 season due to the trail being closed where the train operates. 	
<ul style="list-style-type: none"> Future Meeting Dates – Next meeting set for Tuesday 18 February 2020. Meeting Frequency and Dates: Instrument of Delegation Charter states the following: <i>"3.3 – The committee must meet at least 4 times each year and more often as required as called by the chair."</i> 	
10. Meeting Dates & Times	
Meeting Closed 11:41am	
<u>Next meeting:</u> <ul style="list-style-type: none"> Tuesday 18 February 2020 9am Strategic Plan/Vision Session followed by Committee meeting 10am to 11:30am – Committee meeting; Venue: COPACC Meeting Room 2. Room has been booked from 9am for the Strategic Plan/Vision Session.	



November 2019

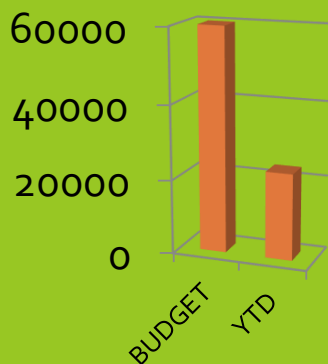
Monthly Report

Summary

The trail remains closed from Gellibrand to Ferguson.



Budget Status 2019/20



Average Pedestrians per day

October: 10.6

November: 21.4



Works Completed

Weekly inspections of the trail are carried out on the last working day of each week and include clearing of low hanging branches, removal of fallen logs, clearing drainage and inspection of signage.

COS Quality Assurance inspector has completed a review of the surface and drainage, and will generate a works for completion task sheet - Completed inspection from Colac to Ferguson.



Works Planned

Weekly inspections continue along the full length of the trail, which includes sections of the trail currently temporarily closed.

Once the weather conditions allow, a concentrated effort to complete works in the section proposed to be re-opened (Gellibrand to Wimba).

Events along the OBRT

Event applications received:

- Rotary Club of Colac – Otway Trail Run 29/03/2020

Recent Events:

- Nil

Upcoming Events:

- Nil

Trail Count

Merits Received

Media Posts



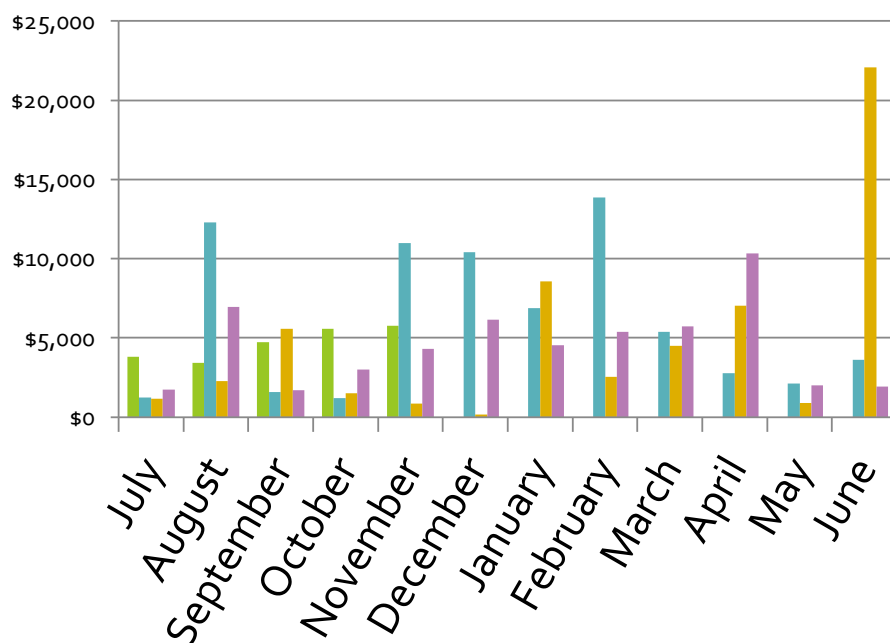
Licence / Landowner Agreements

Purpose of this section is to provide the committee with an update of current and due to expire agreements.

- 14 landowner licence agreements – 5 expired in December 2018. Property owners have been notified that the agreement continues as per existing arrangement.
- 21/12/2018 – Letter sent to all landowners advising that Council is reviewing the licence agreement to ensure it meets today's legislative requirements.
- A draft new licence agreement was received from legal and has been reviewed by Council officers.
- Further advice is being sought in relation to insurance and indemnity clauses and the landowners' coverage.
- A benchmarking investigation of licence agreements for other rail trails has been completed (discussions were held with Bendigo's O'Keefe Rail Trail managers).
- Discussions have been held with trail advisers regarding landowner risk assessments.
- Letter sent to landowners 31/05/2019 providing them with an update.
- Landowner risk assessments have been completed (29/7). Council is waiting to receive the report.
- Risk Assessment Reports provided to Council on 26/8.
- Landowner risk assessment and insurance meeting held 10/9/19.
- Insurance and Licence Agreements – Next Steps
 1. Finalise what the insurance policy looks like – wording and costs.
 2. Once COS has the detail around an appropriate insurance policy, officers will go back to the landowners.
 3. Once there is an agreed insurance policy, COS will update the licence agreement and send to landowners for review.
 4. Once licence agreement is finalised, get all parties to sign agreement.
 5. Update trail signage and brochure based on risk assessment and agreed wording.

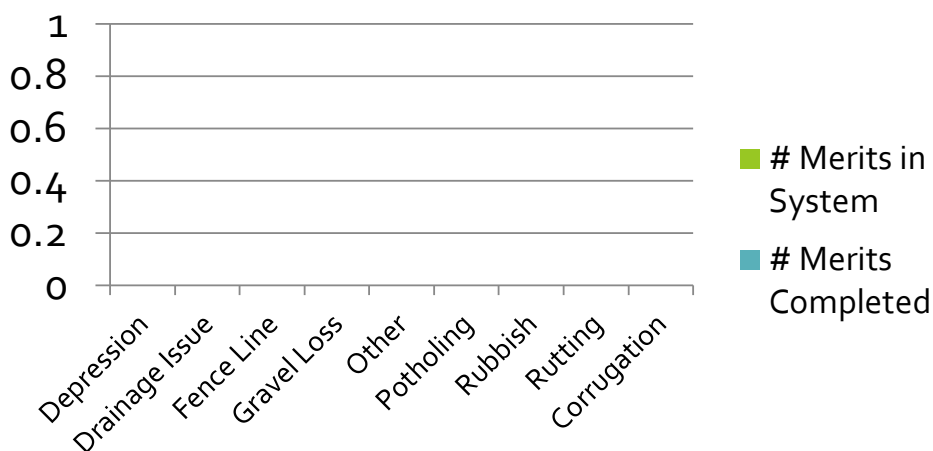
OBRT Maintenance Budget – Monthly Expenditure

■ 2019/20 Budget ■ 2018/19 Budget ■ 2017/18 Budget ■ 2016/17 Budget

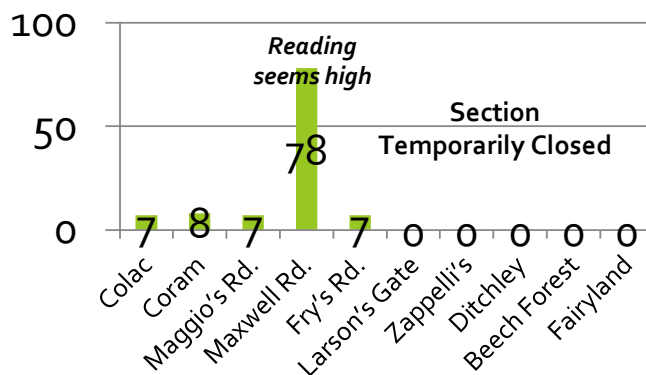


OBRT Merits – Monthly Report

No Open Merit Actions – Nil Merits received



OBRT Average Pedestrians Per Day



Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 22 October	Action: That Council Officers report back to the Committee about what would be required to get an off-road section along Barongarook Road. The committee need to develop an advocacy document highlighting trail strategic directions/priorities for investment. This would add to the vision for the trail.	Nicole Frampton	Not Commenced	
2019 - 22 October	Revised Licence Agreements Action: COS to bring draft maintenance clauses to the next committee meeting for discussion.	Nicole Frampton / Ma	In Progress	
2019 - 22 October 2019 - 4 June	Honour Board for OBRT contributions at the Gellibrand Information Centre Action 22/10: AD to take sign to a sign writer and get a quote for the signwriting to be completed. Action: The OBRT Committee to develop the criteria for names to be installed on the Honour Board. Action: Nicole to send Andrew Daffy information about Buchanan Station opening – members - Completed - Details sent 19/11/19	Andrew Daffy	In Progress	Update 22/10/19: The board has been made. Andrew brought the board to the meeting for the committee to view. Need to now get the lettering done. The Friends of the OBRT is in a position to finance the signwriting for the Honour Board. Idea needs to be explored further.
2019 - 22 October 2019 - 6 August	Midway logging works Action: Nicole to contact Midway for any upcoming works which may affect the trail.	Nicole Frampton	In Progress	Update 22/10/19 - Midway has again been contacted however no return response received. Update 26/8/19 - Email sent to Midway requesting an update of proposed works.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 22 October 2019 - 6 August 2019 - 7 May 2019 - 5 February	<p>Insurance cover for farmers/landowners which licence the land to Council for OBRT purposes. (Private Property Risk Assessments/ Insurance cover for landowners which licence the land to Council for OBRT purposes).</p> <p>22/10/19 - Action: COS to send out a letter to the landowners providing an update to the landowners of what is going on with the insurance information.</p> <p>6/8/19 - Action: Nicole to send meeting invites to landowners and committee members once report has been received and meeting date has been confirmed.</p> <p>Action: Nicole to seek clarification on the public liability coverage provided under the licence for landowners of the OBRT.</p> <p>Action: Nicole to seek further clarification on the public liability coverage provided under the current and future licence agreements for landowners of the OBRT. Timeframe: to be resolved in the next month.</p> <p>Motion: "That the Old Beechy Rail Trail Committee requests that Colac Otway Shire commit resources to resolving the licence agreement insurance issue as the top priority and a matter of urgency as the continued use of the trail is in jeopardy, and requests that Council provide a report back to the committee regarding the progress of this resolution". Carried.</p>	Nicole Frampton	In Progress	<p>Letter sent to Landowners on 6/11/2019 providing them with an update.</p> <p>Update: 22/10/19 - Since the Landowner meeting held 10/9, the insurers are still working on what a group policy might look like. Council doesn't have any further information to provide to the Committee at this moment. <u>Insurance and Licence Agreements – Next Steps</u></p> <ol style="list-style-type: none"> 1. Finalise what the insurance policy looks like – wording and costs. 2. Once COS has the detail around an appropriate insurance policy, officers will go back to the landowners. 3. Once there is an agreed insurance policy, COS will update the licence agreement and send to landowners for review. 4. Once licence agreement is finalised, get all parties to sign agreement. 5. Update trail signage and brochure based on risk assessment and agreed wording. <p>Update: 10/9/19 - Risk Assessment/Insurance Landowner meeting held on 10/9/19.</p> <p>Update 26/8/19 - Individual property risk assessments report received by COS.</p> <p>Update 6/8/19 - Update: landowner risk assessments have been completed (29/7/19). Council waiting landowner risk assessment report, which is expected to be received the week beginning 19/8/19.</p> <p>Preliminary advice received. Further advice has been sought. Letters sent to landowners on 30/05/2019.</p>
2019 - 6 August	<p>Temporary rail closure signage</p> <p>Action: There has been a landowner request to remove a sign from their property. Nicole to discuss further with the landowner and advise Services and Operations to remove requested sign.</p>	Nicole Frampton	Completed	Update 8/8/19 - Requested signage removed.
2019 - 6 August	<p>Coram – gate locks need to be looked at again. Padlock completely gone. Fencing has been damaged.</p> <p>Action: Nicole to discuss with COS Services and Operations.</p>	Nicole Frampton	Completed	New lock installed.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 6 August 2019 - 4 June 2019 - 2 April 2019 - 5 March 2019 - 5 February 2018	Humphris Land Titles - Humphris property/land transfer	Nicole Frampton/COS	In Progress	Update 22/10/19 - Email sent to DELWP on 14/10/2019 seeking steps required to progress the Humphris land swap. Update 10/9/19: Meeting scheduled with landowner on 12/9/19. Update 26/8/19: Revised survey work received 29/7/19. Meeting to be scheduled with landowner in coming weeks. Update 4/6/19 - meeting held with Mr Humphris on 3/6/19. Update 7/5/19 - meeting held onsite with Mr Humphris on 15/4/19. Update 2/4/19 - documentation has been received. A meeting with the landowner now needs to be organised. Waiting on the completion of the final survey to enable land transfer. Discussions and updates have been provided to the landowner (Humphris). Nicole and the property department will continue to work with the landowner to get the land transfer completed. Update 5/2/19 - Need to organise an onsite meeting to discuss exactly where the trail goes (Rick, Andrew, Chris, Nicole, Mark and surveyor).
2019 - 6 August 2019 - 4 June 2019 - 5 March 2018	Colac Station section of the OBRT Action: Nicole to send a copy of the submitted application to OBRT Committee members - Sent. Action: Interested OBRT committee members to meet and discuss ideas for the Colac Station section of the OBRT. A grant opportunity exists to address CPTED issues and improve the aesthetics of this section of the trail through a State Government grant program – Public Safety Infrastructure Fund. In recent months the existing fence has been extensively damaged again. The project proposes a better style of fencing and will also improve the amenity of area via a range of treatments (signage, maps, planting, opening up site lines) to address the perception of being unsafe.	Nicole Frampton	In Progress	Update 22/10/19 - No notification has been received for the submitted application: Department of Justice, Public Safety Infrastructure Fund 2019-20 – Trail Revival (Colac Station section safety improvements). Update 6/8/19 - Application submitted to Department of Justice. Update 4/6/19 - an application will be submitted under the program for works to be completed to address the CPTED issues. Update 2/4/19 - put on hold until the brochure and Golden Gumboot funding application is completed. Nicole to organise a meeting with Chris, Tricia, Sue and Philippa once the OBRT Audit and Management Plan have been completed. To be discussed at the Committee level once a meeting has occurred.
2019 - 6 August 2019 - 4 June	Midway property gate signage Action: Nicole to work with Midway to develop standard and consistent signage for the OBRT to be displayed on Midway property gates.	Nicole Frampton	Not Commenced	
2019 - 4 June	Former Play Equipment which was in Rex Norman Park to be repurposed as a wayfinding sign with OBRT directional signage installed. Motion: "That the OBRT Committee agree to provide in principle support for "Happy Jack" to be installed with directional signage on the southern side of the Otway Tourist Park on the intersection of the Gellibrand community garden walk and OBRT subject to Council approval". Carried.	Andrew Daffy	In Progress	Gellibrand Community House Project - need to seek Council approval for location of the wayfinding sign and the OBRT signage to be included.
2019 - 7 May	Acknowledgement/Token of Appreciation for Tony Grogan Motion: "That the OBRT Committee approves Andrew Daffy to create a small token of appreciation for Tony Grogan as a founder of the OBRT." Carried.	Andrew Daffy	In Progress	Update 4/6/19: Morning tea was held for Tony Grogan on 21/5/19 at the Gelli Store. Gift is nearly finished being made.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 22 October 2019 - 7 May	Committee identified items: • Start of the OBRT in Colac – directional signage required to show where the trail starts at the Colac Station. Committee identified some confusion as to where the trail starts when you get off the train in Colac. • Committee maintenance – Maggio's Road sign DELWP sign – Nicole to contact Craig Clifford to see if this can be fixed or removed - IN PROGRESS (see update) • Some of the signs are weathered and faded – need to check asset condition audit and order new signs where replacement signs have been identified. • Colac Station section of trail – fences have been damaged again and rubbish dumped in the area.	Nicole Frampton	In Progress	Update 22/10/19 from DELWP (Linda): the new replacement sign has been made and needs to be installed. Nicole to send photo of location for the sign to be installed to DELWP (Linda/Craig). Photo sent. Email sent to DELWP for follow up of sign replacement - Update: Forest Fire Management staff plan to remove the old sign on Maggio's Road and replace with a new sign. The plan is to complete this job over the next few months.
2019 - 2 April	New Friends of OBRT members Action: That the 'Friends of OBRT' advertise September/October for new members. Action: Noel Barry to develop a list of maintenance works/tasks which members of the 'Friends of OBRT' could complete.	Noel Barry	Ongoing	
2019 - 5 March	Hunt for the Golden Gumboot - 2019 Event Philippa Bailey will coordinate this years event. Motion: "That the Old Beechy Rail Trail Committee applies for funding for the Hunt for the Golden Gumboot 2019 event." Carried.	Philippa Bailey	Completed	Application submitted. Awaiting notification following June OCM.
2019- 7 May 2019 - 5 March	Action: Sign at the Maggio's Road/103 Mile post location has been damaged. Nicole to get Services and Operations to fix. On investigation, this sign is not COS responsibility. Maggio's Road sign DELWP sign – Nicole to contact Craig Clifford to see if this can be fixed or removed - IN PROGRESS (see update)	DELWP	Completed	Email sent to Services and Operations - this is not a COS sign responsibility - DELWP Update 4/6/19: Email sent to DELWP for follow up of sign replacement - Update: Forest Fire Management staff plan to remove the old sign on Maggio's Road and replace with a new sign. The plan is to complete this job over the next few months.
2019 - 5 February 2019 - 5 March	Midway Plantations – upcoming harvesting and establishment activities – dates for scheduled works. Action: Nicole to contact Midway to confirm the dates for scheduled works. Action: Nicole to inform the committee members once dates for the scheduled works are provided to COS.	Nicole Frampton	Completed	Update: No scheduled works planned will impact on trail users.
2019 - 6 August 2019 - 2 April 2019 - 5 February	OBRT Map/Brochure Action: Meeting to be organised with sub-committee (Tricia, Sue, Philippa). Tricia will organise a meeting with Adrian and the sub-committee re new brochures and format. Motion: "That the OBRT Committee approves the spending of up to \$500 from the OBRT Committee account to use for professional photos." Carried.	Tricia Jukes / Philippa Bailey	Ongoing	Update 6/8/19 - Brochure project on hold until landowner risk assessment report and brochure wording is finalised. Extension to complete brochure until 30/06/20 has been received. Update 5/3/19 - Sue spoke to Adrian re new brochure format and web page. Update: 2/04/2019 - Working group has met a few times about setting up a website and the new brochure for the trail. Update: Meeting scheduled for 4 June prior to Committee
2019- 5 February	Action: Letters of thanks to be sent to Nathan Swain and Bernard Jordan following their recent resignations. Action: Add outgoing members to the list of letters to be sent.	Nicole Frampton	In Progress	Letter/Certificate to be provided to all recent resignations and outgoing committee members.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 5 February	<p>Committee identified maintenance works:</p> <ul style="list-style-type: none"> * Colac Station - broken yellow marker * Coram - pedestrian and vehicle gate on Forrest St South - a chain has been installed around the vehicle and pedestrian gate restricting access. * Larsons gate - chicane pedestrian gate - committee has requested that this be removed. * Drains and surface of the trail between Gellibrand and Ferguson appears to not been touched. (Frank provided an update of the works completed along the trail) * Many sections with long grass on either side of the trail. * Drains in Fairyland section are clogged/blocked with leaf litter. * Fairyland section fern fronds are too low - low height. * Section between Maxwells Road and Birnam Station needs attention. <p>Action: Nicole to email committee identified maintenance works to COS Services and Operations</p>	COS Service and Op	Ongoing	<p>Coram - chain has been removed.</p> <p>Larson's Gate Chicane Pedestrian Gate has been removed.</p> <p>Services and Operations are conducting weekly inspections of the trail - during these inspections trees are trimmed, vegetation cleared where required.</p>
2018 - 4 December	<p>Donation from Events to go towards OBRT maintenance - Trail preparation for event</p> <p>Committee discussion – perhaps the committee needs to consider that event organisers consider giving a donation to the committee for the use of the trail for events. The donation would be used by the committee for ongoing maintenance of the trail.</p> <p>Action: Committee notes this discussion and will consider requesting a donation for future requests to use the OBRT for events.</p>	Committee	Ongoing	
2018 - 4 December	<p>Friends of OBRT Newsletter</p> <p>Send through any news or project updates to Philip Dandy to be included in the Friends of the OBRT Newsletter.</p> <p>Action: Tricia and Sue to provide updates to be included in the newsletter; eg. market exhibitions, grants, events, etc.</p>	Committee	Ongoing	

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 7 May 2019 - 2 April 2019 - 5 March 2018 - 4 December	<p>Committee Appointments/Membership</p> <p>Motion: "That the Old Beechy Rail Trail Committee request that Council officers work towards, as soon as possible, seeking Council approval to amend the Old Beechy Rail Trail Committee Charter by changing the committee membership to reflect the Committee's proposal of: two (2) Council representatives (one Councillor and one member of Council staff); five (5) Community representatives; one (1) DELWP representative (Department of Environment, Land, Water and Planning); one (1) Landowner representative; and one (1) Friends of the Old Beechy Rail Trail representative; and amend Section 3.3 of the current charter to include "more often as required as called by the chair".</p> <p>Carried</p> <p>Action: That Nicole send letters/emails to the current OBRT Committee representatives and representative organisations informing them of the changes to the Committee membership and inviting interested persons to apply for one of the community representative positions.</p> <p>Motion: "That Tony Grogan, if available, is involved in the OBRT Committee community representative selection process".</p> <p>Carried.</p> <p>Motion: "That the outgoing Old Beechy Rail Trail Committee formally recommends to put forward to Council for endorsement the four nominations received for the community representative OBRT Committee positions."</p> <p>Carried.</p>	Nicole Frampton	Completed	<p>Report presented to 30 January 2019 OCM for consideration</p> <p>- Council endorsed the changes to the OBRT Committee Instrument of Delegation and Charter.</p> <p>Update 5/03/2019: Advertisement placed in Colac Herald (1 March), and requested to be placed in the Apollo Bay News, Birregurra Mail, Apollo Bay website, Otway Light, and Forrest Post.</p> <p>Action Completed - Letters sent to representatives and representative organisations</p> <p>Tony Grogan will be invited to attend selection panel meetings. Motion not required - only 4 community position nominations were received.</p> <p>Report presented to 24 April 2019 OCM for consideration - Council appointed the following nominated members Andrew Daffy, Philippa Bailey, Sue Thomas, Cyril Marriner, Craig Clifford (Proxy Linda Laurie), Tricia Jukes and Noel Barry to the Old Beechy Rail Trail Committee'.</p>
2018 - 4 December	<p>OBRT Risk Assessment Report - Dinmont to Ditchley Closure</p> <p>Motion: "That the Old Beechy Rail Trail Committee reinforces its position that the rail trail section through Humphris (Dinmont to Ditchley) remain closed due to risk factors and until such time as the steep section and the cattle crossing section are rectified in line with the committees expectations, and that the committee request that Council do the appropriate work on the road section to mitigate our risks as identified in the MAV Insurance Risk Assessment Report."</p> <p>Carried.</p>	Nicole Frampton	In Progress	<p>Whilst maintenance works are being completed in this section of the trail, the trail remains closed to users.</p> <p>Council officers are developing a traffic management plan to ensure the Old Beech Forest Road is signposted accordingly during trail closures and diversion to the road.</p> <p>Council has commissioned works to survey a proposed re-alignment of the existing trail to eliminate one of the very steep sections of trail, to improve the gate crossing, and two other steep sections of trail within the Ditchley gully area.</p>
2018 - 4 December	OBRT Audit - Trail Management Plan	Nicole Frampton/COS Assets Department	Not Commenced	This is still being completed.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2018 - 4 December	<p>Old Beechy "Train" rides (by C & M Smith) along the OBRT for the 2018/19 season</p> <p>A Risk Assessment must be provided to Council and reviewed prior to conducting any train rides along the trail on behalf of the committee. The train will be required to operate in accordance with the completed Risk Assessment.</p> <p>The dates of use must be provided to Council prior to using the train along the trail. All bookings will be entered into the OBRT calendar bookings system. This is required to ensure maintenance works can be scheduled around the train's use of the trail.</p> <p>A report will need to be provided to the committee at the conclusion of the trains operating season.</p> <p>Motion: "That the Old Beechy Rail Trail Committee members agree to C & M Smith operating the "train" on behalf of the Old Beechy Rail Trail Committee from December 2018 until the end of May 2019 as detailed above and as per the Risk Assessment and dates of use being provided to Colac Otway Shire prior to the "trains" use of the trail". Carried.</p>	Chris Smith	Not Received	COS has not yet received a completed risk assessment for review. COS has not yet received any dates for the train along the trail.
2018 - 4 December	<p>Crowes Buffer Stop</p> <p>Works will need to be completed to fix the Crowes Buffer Stop.</p>	Committee	Not Commenced	Committee to determine the works required to be completed.
2019 - 2 April 2018 - 4 December	<p>Timber trolley/OBRT information building at Rex Norman Park, Gellibrand</p> <p>Works will be required in the future on both the trolley and the building. If Council is going to undertake any works on this building, the Committee would like to know what is going to happen prior to any works occurring. Noted.</p> <p>Works are required - needs a good clean and some boards need to be replaced. Some signs need fixing, promotional material and old photos need to be protected. Fireplace is being used for rubbish.</p> <p>The building needs a working bee to spruce it up. The Committee is responsible for the upkeep and maintenance of the building. Council would possibly be responsible for the structural elements of the building.</p> <p>The comments book - there are great comments that need to be captured - comments should be photocopied at regular intervals.</p>	Nicole Frampton	Not Commenced	Committee will be updated if works are to be undertaken
2018	Beech Forest to Ferguson maintenance/condition update	Nicole Frampton	Ongoing	Maintenance is being completed to improve this section of trail. Works completed include spraying, vegetation clearance, surface
2018	Outstanding maintenance items	Nicole Frampton	Ongoing	An audit has been completed for the full length of the trail. Maintenance is being completed as per identified works.
2018	Broken trail sign - Gellibrand	Nicole Frampton	Not Commenced	This still needs to be completed. Works will commence once the Coram sign is replaced.
2018	List of land owners (including map) & Licence Renewal update	Nicole Frampton	In Progress	Update 5/2/19 - Letter sent to land owners re Licence Renewal on 21/12/2018. Current Licence Agreement is being reviewed at the moment.

Meeting Date	Meeting Action	Responsibility	Status	Update / Comments
2019 - 22 October 2019 - 4 June 2019 - 7 May 2019 - 2 April 2019 - 5 March 2019 - 5 February 2017	Coram Station Sign Replacement	Noel Barry	In Progress	Works are progressing to complete the replacement sign. Update 7/5/19 - Board finished with letters needing painting Update 2/4/19 - Still progressing but slowly. Update 5/3/19 - Sign was attempted to be painted. Due to the hot weather, the paint job isn't very good and will need redoing. The fascia panel will also now need replacing. Update 5/2/19 - Sign needs painting and will then be finished.

