



**AGENDA FOR ORDINARY MEETING
TO BE HELD IN COUNCIL CHAMBERS, BUNDABERG
ON TUESDAY 13 DECEMBER 2016, COMMENCING AT 10.00 AM**

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**Item****13 December 2016****Item Number:**

E1

File Number:

.

Part:

FINANCE

Portfolio:

Organisational Services

Subject:

Financial Summary as at 21 November 2016

Report Author:

Anthony Keleher, Chief Financial Officer

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.5 Responsible financial management and efficient operations

Background:

In accordance with *Section 204 of the Local Government Regulation 2012* a Financial Report must be presented to Council on a monthly basis. The attached Financial Report contains the Financial Summary and associated commentary as at 21 November 2016.

Consultation:

Chief Financial Officer and Financial Services team.

Legal Implications:

There appear to be no legal implications as the requirements of the Local Government Regulation 2012 have been met.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

This report satisfies the requirements of *Section 204 of the Local Government Regulation 2012*.

Risk Management Implications:

There appear to be no risk management implications.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓](#) 1 Financial Summary as at 21 November 2016

Recommendation:

That the Financial Summary as at 21 November 2016 (as detailed on the 11 pages appended to this report) – **be noted by Council.**

Financial Summary
as at 21 Nov 2016

Progress check - 40%	Council			General			Waste			Wastewater			Water		
	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud
Recurrent Activities															
<i>Revenue</i>															
General Rates and Utility Charges	69,827,084	143,480,500	49%	36,381,039	76,269,500	48%	7,009,800	14,246,000	49%	13,229,933	26,677,000	50%	13,206,312	26,288,000	50%
Less: Discounts and pensioner remissions	(3,926,218)	(7,786,000)	50%	(3,638,285)	(7,209,000)	50%	(97,865)	(195,000)	50%	(107,068)	(213,000)	50%	(83,000)	(169,000)	49%
	65,900,866	135,694,500	49%	32,742,754	69,060,500	47%	6,911,935	14,051,000	49%	13,122,865	26,464,000	50%	13,123,312	26,119,000	50%
Fees and Charges	9,315,283	25,090,953	37%	6,984,834	18,465,712	38%	1,587,369	4,073,441	39%	305,559	1,253,500	24%	437,521	1,298,300	34%
Interest Revenue	1,035,824	3,376,000	31%	212,419	1,375,000	15%	60,954	93,000	66%	314,953	857,000	37%	447,498	1,051,000	43%
Grants, Subsidies & Donations	5,325,213	10,945,546	49%	5,325,213	10,945,546	49%	-	-	-	-	-	-	-	-	-
Sale of Developed Land Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Recurrent Revenue	81,577,186	175,106,999	47%	45,265,220	99,846,758	45%	8,560,258	18,217,441	47%	13,743,377	28,574,500	48%	14,008,331	28,468,300	49%
<i>less Expenses</i>															
Employee, Material and Services Costs	41,277,339	120,015,368	34%	28,190,165	81,995,465	34%	5,243,542	15,338,167	34%	3,497,482	10,859,703	32%	4,346,150	11,822,033	37%
Finance Costs	995,750	4,298,000	23%	542,125	1,803,000	30%	89,691	948,000	9%	307,191	1,209,000	25%	56,743	338,000	17%
Depreciation	19,478,294	46,747,904	42%	14,779,498	35,470,794	42%	263,615	632,675	42%	2,275,196	5,460,470	42%	2,159,985	5,183,965	42%
Total Recurrent Expenditure	61,751,383	171,061,272	36%	43,511,788	119,269,259	36%	5,596,848	16,918,842	33%	6,079,869	17,529,173	35%	6,562,878	17,343,998	38%
Operating Surplus	19,825,803	4,045,727		1,753,432	(19,422,501)		2,963,410	1,298,599		7,663,508	11,045,327		7,445,453	11,124,302	
<i>less Transfers to</i>															
Restricted Capital Cash	-	4,000,000	0%	-	-	-	-	-	-	-	4,000,000	0%	-	-	-
NCP Transfers	3	-	-	(5,995,419)	(14,389,008)	42%	(673,740)	(1,616,978)	42%	3,046,522	7,311,651	42%	3,622,640	8,694,335	42%
Total Transfers	3	4,000,000	0%	(5,995,419)	(14,389,008)	42%	(673,740)	(1,616,978)	42%	3,046,522	11,311,651	27%	3,622,640	8,694,335	42%
Movement in Unallocated Surplus	19,825,800	45,727		7,748,851	(5,033,493)		3,637,150	2,915,577		4,616,986	(266,324)		3,822,813	2,429,967	
Unallocated Surplus (Deficit) brought forward from prior year(s)	879,083	879,083	100%	(10,409,604)	(10,409,604)	100%	-	-	-	-	-	-	11,288,687	11,288,687	100%
Unallocated Surplus (Deficit)	20,704,883	924,810		(2,660,753)	(15,443,097)		3,637,150	2,915,577		4,616,986	(266,324)		15,111,500	13,718,654	
Capital Activities															
<i>Council's Capital Expenditure (Excludes Donated Assets)</i>															
Council Expenditure on Non-Current Assets	25,956,790	114,778,109	23%	16,572,048	64,729,164	26%	152,778	318,000	48%	7,877,516	45,748,200	17%	1,354,448	3,982,745	34%
Loan Redemption	1,283,979	5,376,000	24%	831,257	3,456,000	24%	103,934	442,000	24%	283,065	1,200,000	24%	65,723	278,000	24%
Total Capital Expenditure	27,240,769	120,154,109	23%	17,403,305	68,185,164	26%	256,712	760,000	34%	8,160,581	46,948,200	17%	1,420,171	4,260,745	33%
Cash opening balance (incl. investments)	94,357,604	94,357,604													
Cash closing balance (incl. investments)	107,693,684	66,735,717													

Please note Year to Date (YTD) Budget is the 2016/2017 1st Revised Budget

Further to the Financial Summary Report as at 21 November 2016, the following key features are highlighted.

Recurrent Expenditure

There are 3 main expense items which form the "Total Recurrent Expenditure" for Council.

a) Employee, Materials and Services Costs

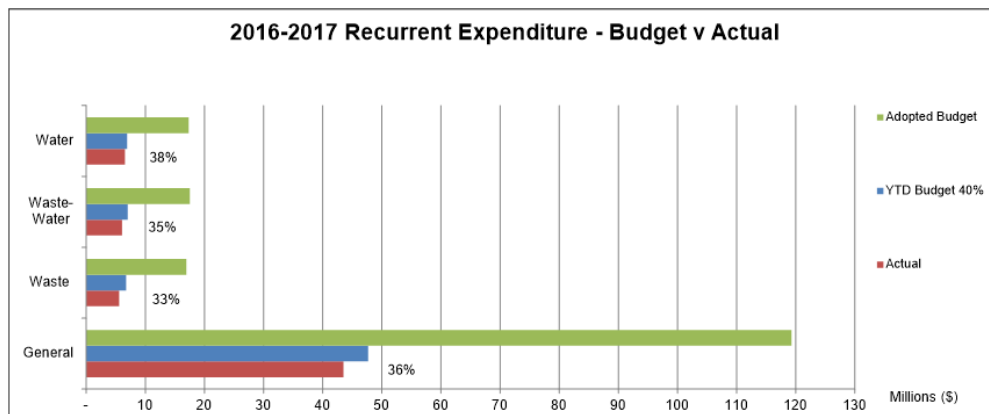
In assessing this month's expenditure, it is reasonable to expect the Employee, Materials and Services costs to be sitting around 40%. As at the date of this report the expenditure for the whole of Council is at 34%. These figures are lower than expected for this time of year. This is partly due to the Financial Summary being run earlier in the month than usual, together with end of year accrual adjustments relating to accrued Wages and Superannuation, and Goods Received not invoiced at 30 June 2016.

b) Finance Costs

Finance Costs mainly consist of interest paid on Council loans. These payments are made quarterly. Overall the Finance Costs are as expected, however the Waste Fund is showing actuals significantly lower than expected for this time of year due to the increase in the provision for debt write-offs.

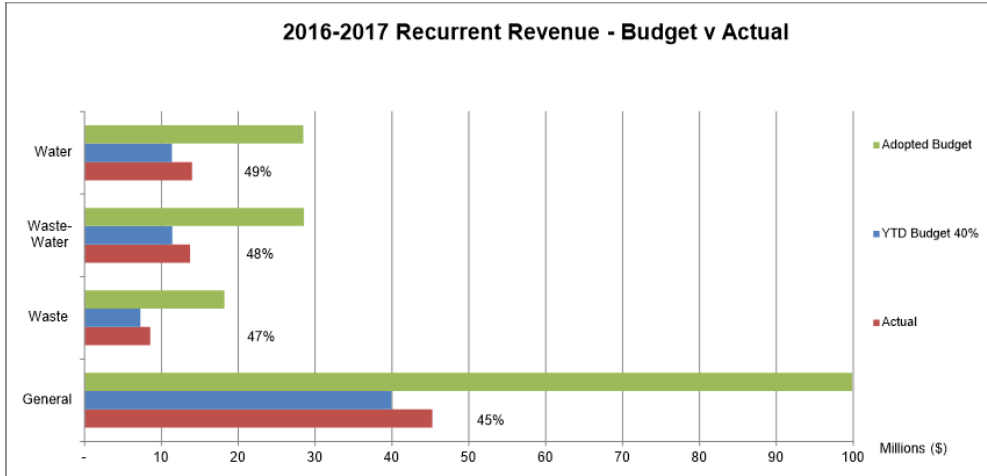
c) Depreciation

The budgeted depreciation expenditure is apportioned evenly across the 12 months of the year and is processed every month. The depreciation amount for November has been processed and the overall expenditure is as expected.



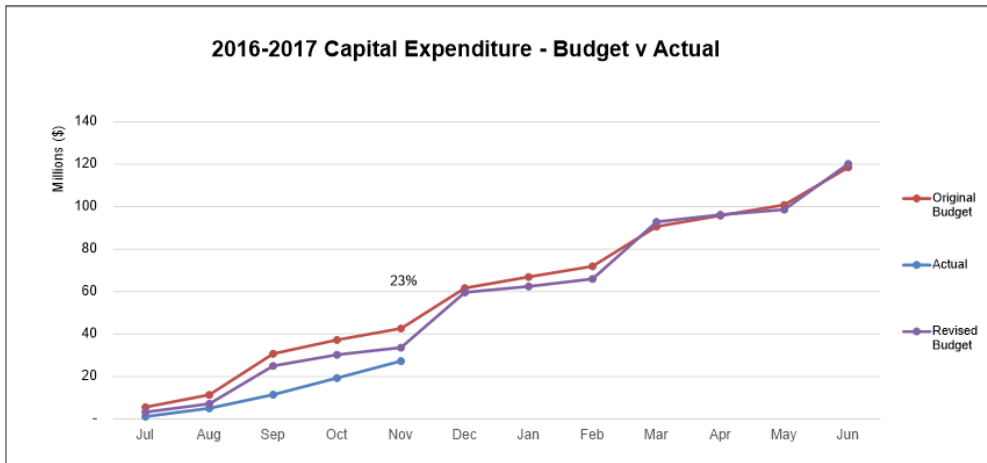
Recurrent Revenue

- Net Rates and Utility Charges revenue is currently following the normal pattern of income for Council during a financial year, with the rates having been levied for the 1st half of the year and the revenue showing as around 49% of budget.
- Interest revenue is influenced by the amount of cash held within the Business Units.
- Operating Grants received to date include the 1st & 2nd Quarter Financial Assistance Grant, 1st Quarter State Library Queensland Grant, Home and Community Care services grants, First Start Funding Grant and for Fuel Tax Credits.



Capital Expenditure

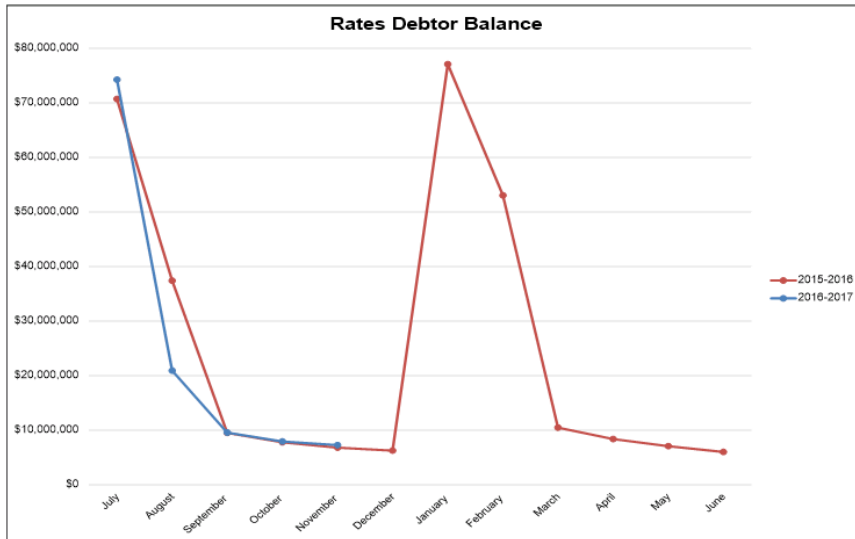
- The payment of the 1st Quarter loan redemption for outstanding Council loans was made on 15 September 2016. The next quarterly payment is due on 15 December 2016.
- Capital Expenditure is currently 23% of the budget, an increase of 7% from 31 October 2016.



For more details regarding Capital Expenditure projects please refer to the Project tables below.

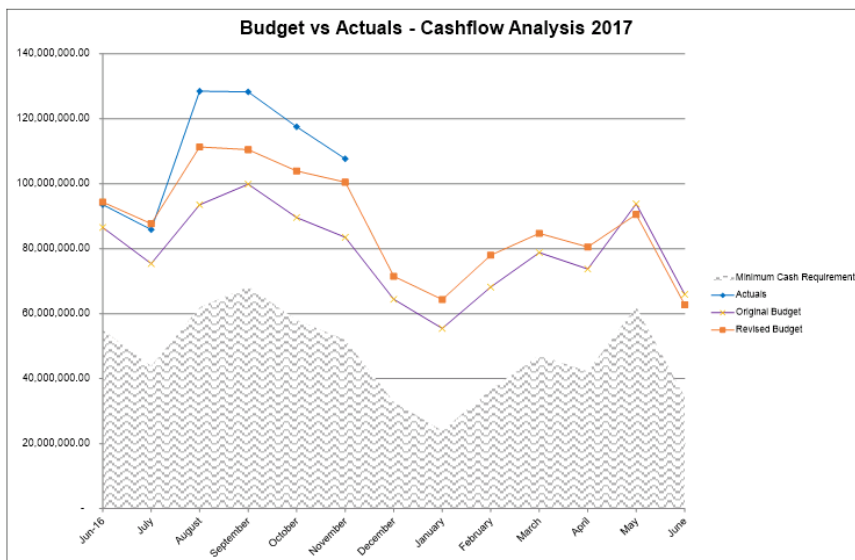
Rates Debtor

- Council's Rates are levied in July and February this financial year.
- The latest levy was raised in July 2016.
- As at 18 November 2016 the Rates Debtor balance sits at \$7.26 million.



Cash Flow

- The Cash Balance as at 18 November 2016 was \$107.7 million, a decrease of \$9.8 million from 31 October 2016.
- Council is undertaking several major projects during this financial year, and will require appropriate cash levels in order to cover expenditure on these projects.
- The current Cash Balance is significantly higher than the minimum Cash Balance required by Council and no liquidity issues are foreseeable in the near future.



2017 Financial Year**A Year to Date Summary of Capital Projects, with a budget exceeding \$500,000**

Department	Project Description	Status *	Monitor (Descriptor)	Budget	2017 FY YTD Actuals	% Spend	Est Final Cost 2017	\$ Variance	Comments	
Water and Wastewater	Deering Place Innes Park - New Sewer Pump Station & Pressure Main	✓	Construction expected to be completed March 2017	1,305,000	301,509	23%	1,305,000	-	Quarter 1 Changes - Budget increased by \$405,000 to reprovision funds from 2016 to 2017.	
	Rubyanna STP - Design & Construction of Plant	●	Significant progress made on outfall main. Major tank floors poured.	32,966,000	4,149,212	13%	32,862,463	(103,537)	Revised Budget Request submitted for Quarter 2 to reprovision \$103,537 from budget work order to project work order.	
	Project Administration and Control (All Stages)	●	Work order is ongoing	85,000	51,594	61%	186,594	101,594	Revised Budget Request submitted for Quarter 2 to reprovision \$101,594 from budget work order to project work order.	
	Rubyanna River Outfall for Rubyanna WWTP	✓	Construction is on schedule. Completion due January 2017.	5,205,000	2,748,877	53%	5,205,000	-		
				<i>Subtotal</i>	<i>38,256,000</i>	<i>6,949,683</i>	<i>18%</i>	<i>38,254,057</i>	<i>(1,943)</i>	
	Gin Gin Water Treatment Plant Upgrade	✓	Internal delivery, completion expected March 2017	369,000	89,140	24%	369,000	-	Quarter 1 Changes - Budget increased by \$219,000 to reprovision funds from 2016 into 2017.	
	Mellifont Street Water Pump Station (to transfer Treated Water to Kalkie WTP)	✓	Internal delivery, completion expected May 2017	650,000	19,000	3%	650,000	-		
	Woodgate Vacuum Sewer Extension	✓	Construction commencement is subject to Infrastructure Agreement with Developer.	1,300,000	12,797	1%	1,300,000	-		
	Belle Eden Gravity Main Construction	✓	Project commencement pending development of site and subject to finalising sewerage infrastructure solutions for the area.	1,000,000	-	0%	1,000,000	-		
	Hughes Road/ Blain Street, Bargarra - Reticulation Renewal - SPS Gravity Main Conversion to Rising Main	✓	Blain Street diversion works are planned to commence early November 2016. Completion is expected March 2017	600,000	82,367	14%	600,000	-		
	Port Water Infrastructure	✓	Resident connections to be finalised.	500,000	353,312	71%	500,000	-		
	Water Service Restoration (Water Hydrants)	✓	Project to be undertaken annually until standards are met in relation to water hydrant requirements.	515,000	251,250	49%	515,000	-	Quarter 1 Changes - Budget increased by \$515,000 from the approved Program Budget	
	Port Sewerage Infrastructure - Installation of Gravity Reticulation System	✓	Project is currently being designed.	700,000	14,735	2%	700,000	-	Quarter 1 Changes - Budget increased by \$700,000 from the approved Program Budget.	

2017 Financial Year**A Year to Date Summary of Capital Projects, with a budget exceeding \$500,000**

Department	Project Description	Status *	Monitor (Descriptor)	Budget	2017 FY YTD Actuals	% Spend	Est Final Cost 2017	\$ Variance	Comments
Major Projects	Bundaberg Showgrounds Development - Multi-Use Sport and Community Centre (Multiplex) - Stage 1	✓	Construction in progress - practical completion estimated end of November 2016	11,700,000	9,635,719	82%	11,700,000	-	Quarter 1 Changes - Budget increased by \$1,600,000 to re-provision funds from 2016 to 2017.
	Bundaberg Showgrounds Development - Multi-Use Sport and Community Centre (Multiplex) - Stage 2	●	Tender advertised in October 2016. Federal Grant funding has been announced as approved, not yet received. Application submitted for State Grant Funding has been approved.	5,000,000	78,093	2%	5,000,000	-	
	<i>Subtotal</i>			16,700,000	9,713,812	58%	16,700,000	-	
Information Systems	Corporate Applications - Core Systems Replacement Program	✓	Tender open for the Enterprise Asset Management (EAM) System - Tender Closed 11 October 2016.	4,091,826	-	0%	4,091,826	-	Quarter 1 Changes - Budget increased by \$146,826 to re-provision funds from 2016 into 2017. - Budget decreased by \$30,000 to operational work order to fund CIO Operation Expense for Project Manager. - Budget decreased by \$225,000 to re-provision from capital work order to non-capital work order. - Budget decreased by \$10,000 to re-provision from capital work order to equipment work order.
	Corporate Applications - Rugged Tablets (2) - Proof of Concept - Core Systems Replacement Project	✓	Tablets have been purchased. Costs to be finalised.	10,000	-	0%	10,000	-	Quarter 1 Changes - Budget increased by \$10,000 to re-provision from capital work order to non-capital work order.
	<i>Subtotal</i>			4,101,826	-	0%	4,101,826	-	
Roads and Drainage	Kay McDuff Drive Extension	✓	Funding Agreement for Heavy Vehicle Safety and Productivity Program has been finalised. Tender has been awarded to Berajondo. Construction will commence January 2017.	2,600,000	1,450	0%	2,600,000	-	
	Winfield Road Widening	✓	Design has been finalised. Tender will be called in conjunction with projects in the Rehabilitation Program. To be constructed early 2017.	1,150,000	1,546	0%	1,150,000	-	
	Monduran Bridge	✓	Construction is ongoing and due to be completed March 2017.	3,120,000	411,617	13%	3,120,000	-	
	Eggmolesse Street	✓	Project is currently out to tender. Tender closes December 2016.	2,800,000	26,806	1%	2,800,000	-	
	Thabeban Stormwater Drainage Scheme - Stage 1B and 2	✓	Construction is ongoing and due to be completed January 2017.	1,308,000	418,319	32%	1,308,000	-	
	Winfield Road Construction - Rocky Point Road Turnoff to Boat Ramp	✓	Construction to commence end of November. Completion due February 2017.	750,000	30,455	4%	750,000	-	

2017 Financial Year**A Year to Date Summary of Capital Projects, with a budget exceeding \$500,000**

Department	Project Description	Status *	Monitor (Descriptor)	Budget	2017 FY YTD Actuals	% Spend	Est Final Cost 2017	\$ Variance	Comments
Parks, Sport & Natural Areas	Christsen Park - Redevelopment	✓	Costs have been finalised for Stage 1. Stage 2 to be commenced by December 2016	851,078	7,222	1%	851,078	-	Quarter 1 Changes - Budget increased by \$401,078 in line with approved Stronger Regions funding.
Community & Environment	Animal Pound Facility	✓	Construction has commenced. Completion due January 2017.	2,040,500	845,209	41%	2,040,500	-	
	Gin Gin Swimming Pool Amenities	✓	Project Completed. Pool opening 24 October 2016. Costs to be finalised in November 2016. Received contribution of \$165,000 from Kolan Swimming Club.	465,517	376,601	81%	465,517	-	Quarter 1 Changes - Budget increased by \$67,148 to reprovision from 2016 into 2017. Budget decreased by \$26,631 to reprovision from capital work order to non-capital work order.
	Elliott Heads Holiday Park Amenities	●	Construction has commenced. Completion due December 2016.	900,000	610,140	55%	1,005,210	(100,000)	Quarter 1 Changes - Budget increased by \$105,210 to reprovision from 2016 into 2017. Revised Budget Revision submitted for Quarter 2 to reallocate \$100,000 to fund non-capital work order

Indicator Status Indicator Meaning

- ✓ On track Initiative is proceeding to plan with no indication of future impediments
- ★ Completed Initiative has been completed
- Monitor Progress is not as expected but action is being/has been taken and is expected to be on track within the next quarter or financial year
- Action Progress is significantly behind schedule or is rated 'closely monitor'. Decisive action is required to get back on track
- ✘ Required

Please note that completed projects may still have outstanding costs

Moderate + High Governance Projects - Life to Date**A Life to Date Summary of Moderate + High Governance Projects, with a budget exceeding \$500,000 over the life of the works**

Department	Project Description	Status *	Monitor (Descriptor)	Original Budget	Current Budget	LTD Actuals	Est Final Cost	Comments	
Water and Wastewater	Deering Place Innes Park - New Sewer Pump Station & Pressure Main	✓	Construction expected to be completed March 2017	2,700,000	3,433,127	2,429,636	3,433,127	Quarter 1 Changes - Budget increased by \$405,000 to reprovion funds from 2016 to 2017.	
	Rubyanna STP - Design & Construction of Plant	●	Significant progress made on outfall main. Major tank floors poured.	95,726,237	51,956,589	12,968,492	51,956,589	Revised Budget Request submitted for Quarter 2 to reprovion \$103,537 from budget work order to project work order.	
	Purchase of Land	★	Costs have been finalised		2,667,537	2,667,536	2,667,537		
	Rubyanna SPS Concept Study	★	Costs have been finalised		53,700	53,700	53,700		
	Project Administration and Control (All Stages)	●	Work order is ongoing		1,005,000	751,538	1,005,000	Revised Budget Request submitted for Quarter 2 to reprovion \$101,594 from budget work order to project work order.	
	Non Capital Costs for Design and Construction of Plant	●	Work order is ongoing		231,000	232,517	232,517	Revised Budget Request submitted to for Quarter 2 to reprovion \$1,943 from budget work order to project work order.	
	Rubyanna STP - Trunk Pipelines Concept Design & Survey	★	Costs have been finalised		7,057,331	7,057,331	7,057,331		
	Rubyanna River Outfall for Rubyanna WWTP	✓	Construction is on schedule. Completion due January 2017.		5,469,971	2,965,664	5,469,971		
	Rubyanna WWTP Pipelines - Springhill Road to RWWTP	★	Costs have been finalised		487,880	487,880	487,880		
	Rubyanna WWTP Pipelines - Darnell Street Sewerage Cutting	★	Costs have been finalised		321,020	321,020	321,020		
	Decommissioning of East Bundaberg WWTP	✓	Expression of Interest has closed. Received one submission. Currently drafting a Feasibility Proposal to present to Council in December.		1,800,000	8,417	1,800,000		
				<i>Subtotal</i>	<i>95,726,237</i>	<i>71,050,028</i>	<i>27,514,094</i>	<i>71,051,545</i>	
	Gin Gin Water Treatment Plant Upgrade	✓	Internal delivery, completion expected March 2017	1,100,000	1,167,193	887,334	1,167,193	Quarter 1 Changes - Budget increased by \$219,000 to reprovion funds from 2016 into 2017.	
	Mellifont Street Water Pump Station (to transfer Treated Water to Kalkie WTP)	✓	Internal delivery, completion expected May 2017	700,000	700,000	69,769	700,000		
	Woodgate Vaccum Sewer Extension	✓	Construction commencement is subject to Infrastructure Agreement with Developer.	1,300,000	1,300,000	12,797	1,300,000		
	Belle Eden Gravity Main Construction	✓	Project commencement pending development of site and subject to finalising sewerage infrastructure solutions for the area	1,000,000	1,000,000	-	1,000,000		
	Hughes Road/ Blain Street, Bargara - Reticulation Renewal - SPS Gravity Main Conversion to Rising Main	✓	Blain Street diversion works are planned to commence early November 2016. Completion is expected March 2017	600,000	600,000	87,597	600,000		

Moderate + High Governance Projects - Life to Date

A Life to Date Summary of Moderate + High Governance Projects, with a budget exceeding \$500,000 over the life of the works

Department	Project Description	Status *	Monitor (Descriptor)	Original Budget	Current Budget	LTD Actuals	Est Final Cost	Comments
	Port Water Infrastructure	✓	Resident connections to be finalised.	750,000	895,225	748,537	895,225	
	Water Service Restoration (Water Hydrants)	✓	Project to be undertaken annually until standards are met in relation to water hydrant requirements.	-	516,237	252,487	516,237	Quarter 1 Changes - Budget increased by \$515,000 from the approved Program Budget
	Port Sewerage Infrastructure - Installation of Gravity Reticulation System	✓	Project is currently being designed.	-	700,000	14,735	700,000	Quarter 1 Changes - Budget increased by \$700,000 from the approved Program Budget.
Major Projects	Bundaberg Showgrounds Development - Multi-Use Sport and Community Centre (Multiplex) - Stage 1	✓	Construction in progress - practical completion estimated end of November 2016	9,500,000	14,800,000	14,282,447	14,800,000	Quarter 1 Changes - Budget increased by \$1,600,000 to reprovion funds from 2016 to 2017.
	Bundaberg Showgrounds Development - Multi-Use Sport and Community Centre (Multiplex) - Stage 2	●	Tender advertised in October 2016. Federal Grant funding has been announced as approved, not yet received. Application submitted for State Grant Funding has been approved.	12,500,000	12,500,000	219,492	12,500,000	
	<i>Subtotal</i>			<i>22,000,000</i>	<i>27,300,000</i>	<i>14,501,940</i>	<i>27,300,000</i>	
Information Systems	Corporate Applications - Core Systems Replacement Program - Initial product scope and product selection	✓	Tender open for the Enterprise Asset Management (EAM) System . Tender Closed 11 October 2016.	-	884,034	874,251	914,034	Quarter 1 Changes - Budget increased by \$225,000 to reprovion from capital work order to non-capital work order. Revised Budget Revision for Quarter 2 to be submitted to increase Budget by \$30,000
	Corporate Applications - Rugged Tablets (2) - Proof of Concept - Core Systems Replacement Project	✓	Tablets have been purchased. Costs to be finalised.	-	10,000	-	10,000	Quarter 1 Changes - Budget increased by \$10,000 to reprovion from capital work order to non-capital work order.
	Corporate Applications - Core Systems Replacement Program	✓	Tender open for the Enterprise Asset Management (EAM) System . Tender Closed 11 October 2016.	4,500,000	5,091,826	-	5,091,826	Quarter 1 Changes - Budget increased by \$146,826 to reprovion funds from 2016 into 2017. - Budget decreased by \$30,000 to operational work order to fund CIO Operation Expense for Project Manager. - Budget decreased by \$225,000 to reprovion from capital work order to non-capital work order. - Budget decreased by \$10,000 to reprovion from capital work order to equipment work order.
	Corporate Applications - Software Programs	★	Costs have been finalised.	-	22,277	22,277	22,277	
	<i>Subtotal</i>			<i>4,500,000</i>	<i>6,008,136</i>	<i>896,528</i>	<i>6,038,136</i>	

Moderate + High Governance Projects - Life to Date

A Life to Date Summary of Moderate + High Governance Projects, with a budget exceeding \$500,000 over the life of the works

Department	Project Description	Status *	Monitor (Descriptor)	Original Budget	Current Budget	LTD Actuals	Est Final Cost	Comments
Roads and Drainage	Kay McDuff Drive Extension	✓	Funding Agreement for Heavy Vehicle Safety and Productivity Program has been finalised. Tender has been awarded to Berajondo. Construction will commence January 2017.	2,900,923	2,900,923	308,373	2,906,923	
	Winfield Road Widening	✓	Design has been finalised. Tender will be called in conjunction with projects in the Rehabilitation Program. To be constructed early 2017	1,150,000	1,185,473	37,019	1,185,473	
	Monduran Bridge	✓	Construction is ongoing and due to be completed March 2017	3,300,000	3,307,370	598,987	3,307,370	
	Eggmolesse Street	✓	Project is currently out to tender. Tender closes December 2016.	2,800,000	2,865,249	92,055	2,865,249	
	Thabeban Stormwater Drainage Scheme - Stage 1B and 2	✓	Construction is ongoing and due to be completed January 2017	1,308,000	1,446,253	556,572	1,446,253	
	Winfield Road Construction - Rocky Point Road Turnoff to Boat Ramp	✓	Construction to commence end of November. Completion due February 2017.	750,000	750,000	30,455	750,000	

Moderate + High Governance Projects - Life to Date

A Life to Date Summary of Moderate + High Governance Projects, with a budget exceeding \$500,000 over the life of the works

Department	Project Description	Status *	Monitor (Descriptor)	Original Budget	Current Budget	LTD Actuals	Est Final Cost	Comments
Parks, Sport & Natural Areas	Christsen Park - Redevelopment	✓	Costs have been finalised for Stage 1. Stage 2 to be commenced by December 2016	800,000	1,278,980	435,125	1,278,981	Quarter 1 Changes - Budget increased by \$401,078 in line with approved Stronger Regions funding.
Community & Environment	Animal Pound Facility	✓	Construction has commenced. Completion due January 2017.	1,800,000	2,247,894	1,052,603	2,247,894	
	Gin Gin Swimming Pool Amenities	✓	Project Completed. Pool opening 24 October 2016. Costs to be finalised in November 2016. Received contribution of	100,000	525,000	436,084	525,000	Quarter 1 Changes - Budget increased by \$67,148 to reprovion from 2016 into 2017. Budget decreased by \$26,631 to reprovion from capital work order to non-capital work order.
	Elliott Heads Holiday Park Amenities	●	Construction has commenced. Completion due December 2016. Demolition of old amenities to occur in 2017 calendar year	270,465	1,205,481	710,411	1,205,481	Quarter 1 Changes - Budget increased by \$105,210 to reprovion from 2016 into 2017. Revised Budget Revision submitted for Quarter 2 to reallocate \$100,000 to fund non-capital work

Indicator Status Indicator Meaning

- ✓ On track Initiative is proceeding to plan with no indication of future impediments
- ★ Completed Initiative has been completed
- Monitor Progress is not as expected but action is being/has been taken and is expected to be on track within the next quarter or financial year
- Action Progress is significantly behind schedule or is rated 'closely monitor'. Decisive action is required to get back on track
- ✘ Required

Please note that completed projects may still have outstanding costs

**Item****13 December 2016**

Item Number:	File Number:	Part:
F1	.	GOVERNANCE & COMMUNICATIONS

Portfolio:

Organisational Services

Subject:

140 Rangeview Road, Gin Gin - Renewal of Term Lease 232938 - Lot 156 on CP880941

Report Author:

Nathan Powell, Property Leasing Officer

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

The Department of Natural Resources and Mines is investigating the renewal of Term Lease 232938 over land described as Lot 156 on CP880941, located at 140 Rangeview Road, Gin Gin. The lease is used for grazing purposes by Gin Gin State High School for its agricultural program, and is for a term of 10 years, expiring 6 November 2018.

It should be noted that Council has a trustee permit to the school over the adjoining block to the south – described as Lot 140 on BON837594, for the same purpose.

The Department seeks Council's views, comments or objections to be considered by the Minister for Natural Resources and Mines with respect to the renewal of this lease.

Associated Person/Organization:

The Department of Natural Resources and Mines

Consultation:

Portfolio Spokesperson: Cr Helen Blackburn believes this would be a great asset to Gin Gin State High School and offers no objection to the lease renewal.

Divisional Councillor: Cr Wayne Honor supports the renewal of lease for the proposed purpose.

Department of Community & Environment

Operational Supervisor, Nick McLean offers no objection to the proposed lease renewal.

Department of Infrastructure & Planning:

Development Assessment Manager, Richard Jenner advises the subject land is zoned Rural in Council's Planning Scheme and continues to be suitable for the grazing/rural purpose proposed, and offers no objection to the lease renewal from a Planning perspective.

Planning Services Engineer, Roads & Drainage, Hennie Roux has no objection to the renewal of lease.

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

There appear to be no financial or resource implications.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required



Attachments:

- [↓](#)1 Rangeview Road - Aerial Photo (close)
- [↓](#)2 Rangeview Road - Aerial Photo (wide)
- [↓](#)3 Rangeview Road - SmartMap

Recommendation:

That the Department of Natural Resources and Mines be advised Council offers no objection to the renewal of Term Lease 232938, for a term of 10 years, over land described as Lot 156 on CP880941, 140 Rangeview Road, Gin Gin – for grazing purposes.



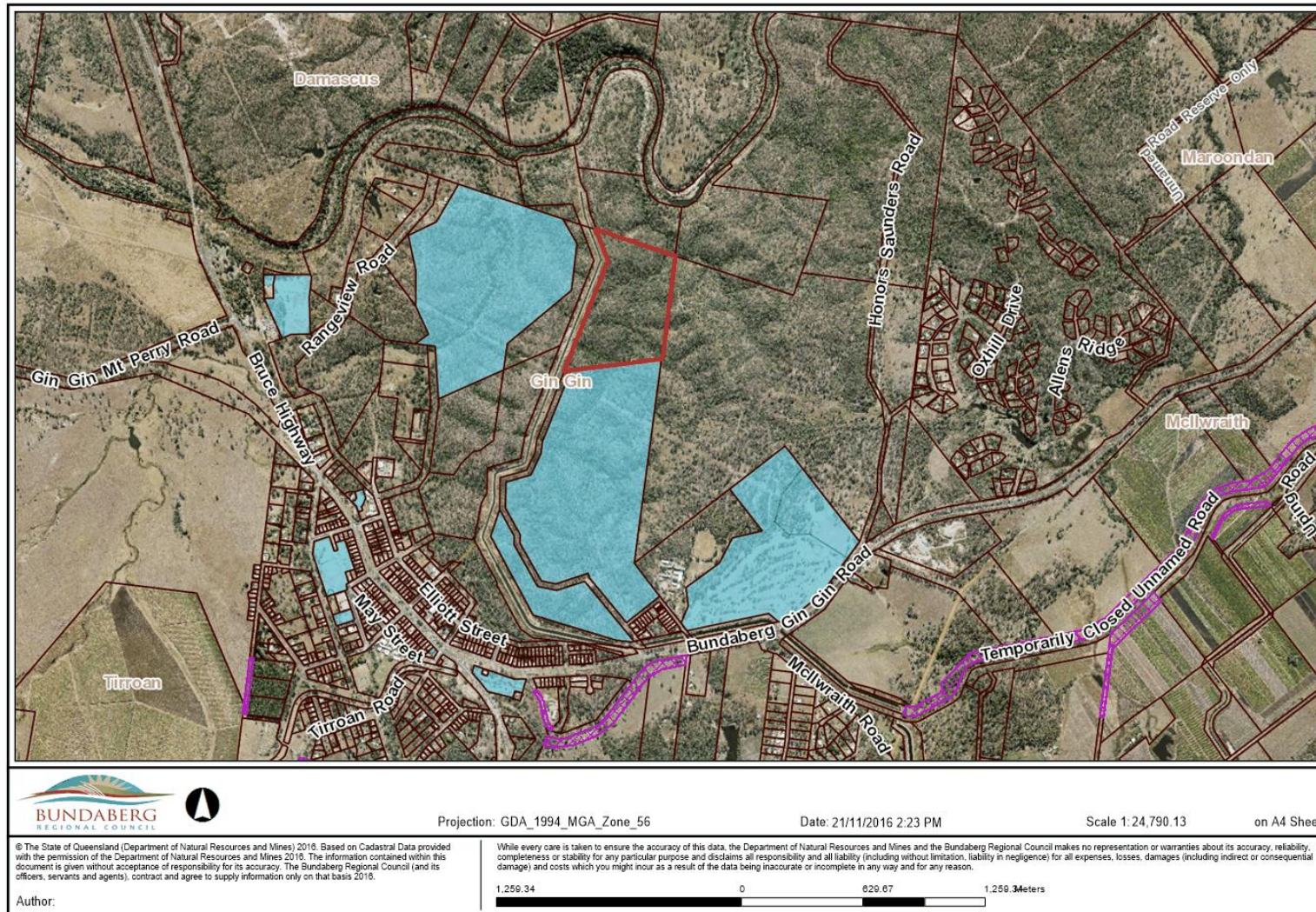
 

Projection: GDA_1994_MGA_Zone_56 Date: 21/11/2016 2:20 PM Scale 1 : 4,883.51 on A4 Sheet

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**Item****13 December 2016****Item Number:**

F2

File Number:

.

Part:GOVERNANCE &
COMMUNICATIONS**Portfolio:**

Organisational Services

Subject:

Agnes Street, Bundaberg North - Renewal of Term Lease 232126 - Lot 4 on SP224553

Report Author:

Nathan Powell, Property Leasing Officer

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

The Department of Natural Resources and Mines is investigating the renewal of Term Lease 232126 over land/water described as Lot 4 on SP224553, located off Agnes Street, Bundaberg North. The lease is used for marine purposes and is for a term of 10 years, expiring 31 January 2018.

The Department seeks Council's views, comments or objections to be considered by the Minister for Natural Resources and Mines with respect to the renewal of this lease.

Associated Person/Organization:

The Department of Natural Resources and Mines

Consultation:

Portfolio Spokesperson & Divisional Councillor: Cr Helen Blackburn offers no objections to the lease renewal.

The views of relevant officers were sought and listed below are their comments:

Department of Infrastructure & Planning:

Development Assessment Manager, Richard Jenner advises the subject land is zoned 'industry' in Council's Planning Scheme and subject to Flood Impacts (Riverine and Stormtide). The land is also within the State Governments Coastal Management Control District, Erosion Prone Area, and Matters of State Environmental Significance Watercourse buffer. In summary, there are no objections to the lease renewal for "marine purposes" from a Planning perspective.

Planning Services Engineer, Roads & Drainage, Hennie Roux has no objection to the renewal of lease.

Department of Community & Environment

Branch Manager Parks, Sports & Natural Areas, Geordie Lascelles offers no objection to the proposed lease renewal.

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

There appear to be no financial or resource implications.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

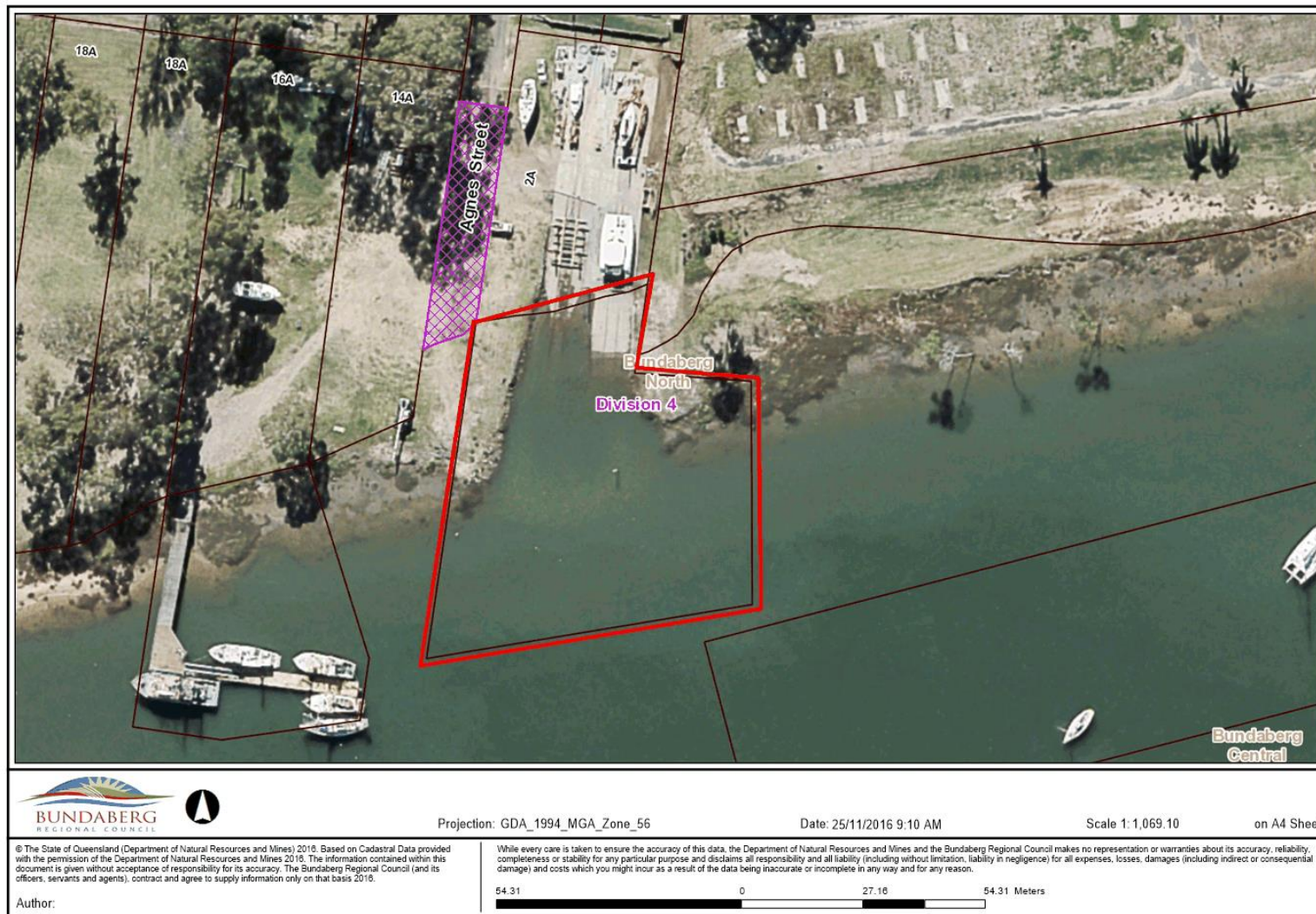
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- Required

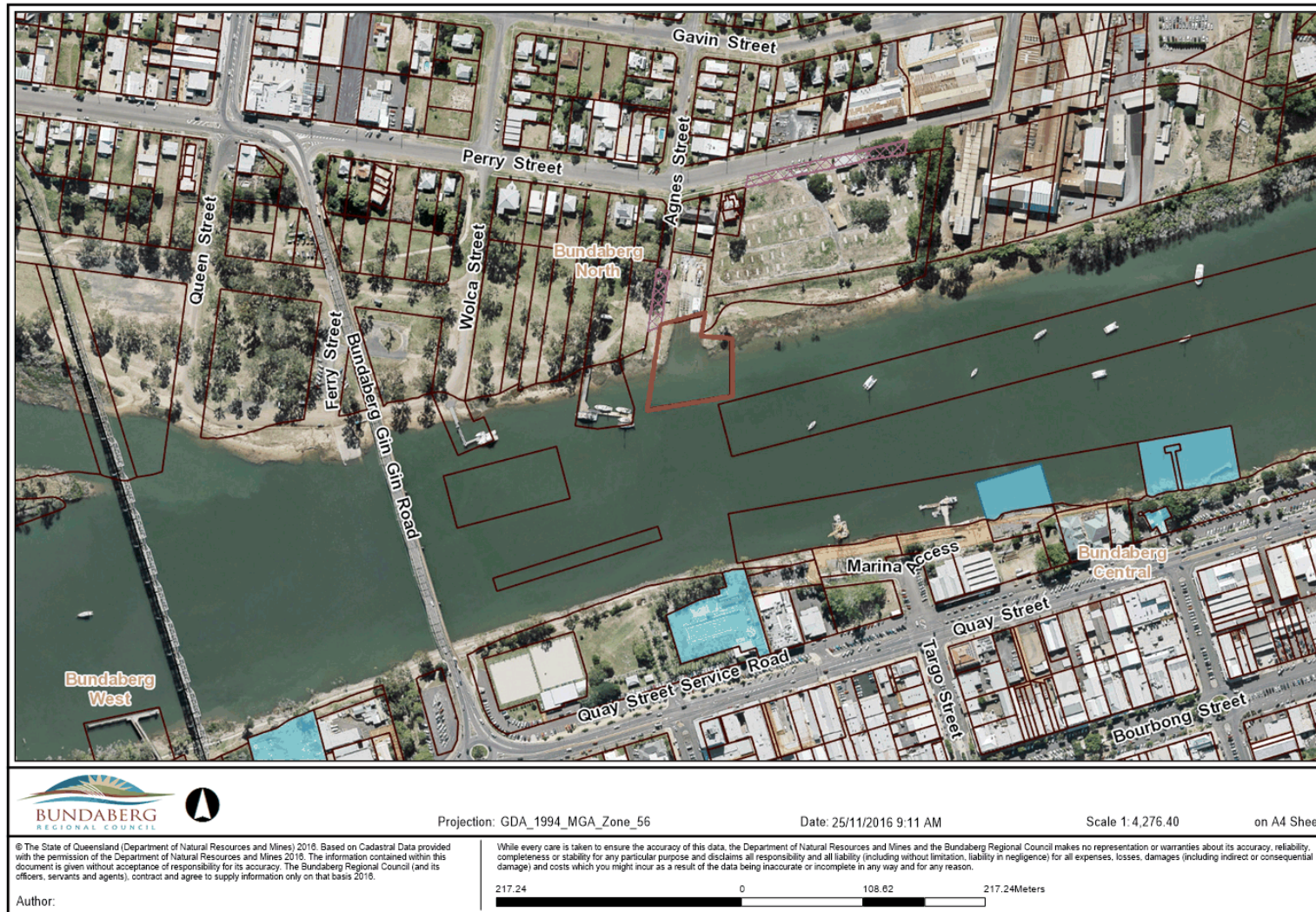
Attachments:

- [↓1](#) Agnes Street - Aerial Photo (close)
- [↓2](#) Agnes Street - Aerial Photo (wide)
- [↓3](#) Agnest Street - SmartMap

Recommendation:

That the Department of Natural Resources and Mines be advised Council offers no objection to the renewal of Term Lease 232126 over land described as Lot 4 on SP224553, located off Agnes Street, Bundaberg North, for a term of 10 years – for marine purposes.







STANDARD MAP NUMBER
9348-24223



MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	4/SP224553
Lot/Plan	4433m ²
Area/Volume	LANDS LEASE
Tenure	BUNDABERG REGIONAL
Local Government	BUNDABERG NORTH
Locality	36010/616
Segment/Parcel	

CLIENT SERVICE STANDARDS

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**Item****13 December 2016****Item Number:**

F3

File Number:

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Part:GOVERNANCE &
COMMUNICATIONS**Portfolio:**

Organisational Services

Subject:

Esplanade, Bundaberg East - Renewal of Term Lease 232223 - Lot 26 on SP212127

Report Author:

Nathan Powell, Property Leasing Officer

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

The Department of Natural Resources and Mines is investigating the renewal of Term Lease 232223 over land/water described as Lot 26 on SP212127, located on the Esplanade, Bundaberg East. The lease is used for marine purposes and is for a term of 10 years, expiring 27 February 2018.

The Department seeks Council's views, comments or objections to be considered by the Minister for Natural Resources and Mines with respect to the renewal of this lease.

Associated Person/Organization:

The Department of Natural Resources and Mines

Consultation:

Portfolio Spokesperson: Cr Helen Blackburn offers no objections to the lease renewal.

Divisional Councillor: Cr Judy Peters offers no objections to the lease renewal.

The views of relevant officers were sought and listed below are their comments:

Department of Infrastructure & Planning:

Development Assessment Manager, Richard Jenner advises the subject land is zoned 'industry' in Council's Planning Scheme and is subject to Flood Impacts (Riverine, Localised and Stormtide). The land is also within the State Governments Coastal Management Control District and Erosion Prone Area. In summary there are no objections to the lease renewal for "marine purposes" from a Planning perspective.

Planning Services Engineer, Roads & Drainage, Hennie Roux has no objection to the renewal of lease.

Department of Community & Environment

Branch Manager Parks, Sports & Natural Areas, Geordie Lascelles offers no objection to the proposed lease renewal.

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

There appear to be no financial or resource implications.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

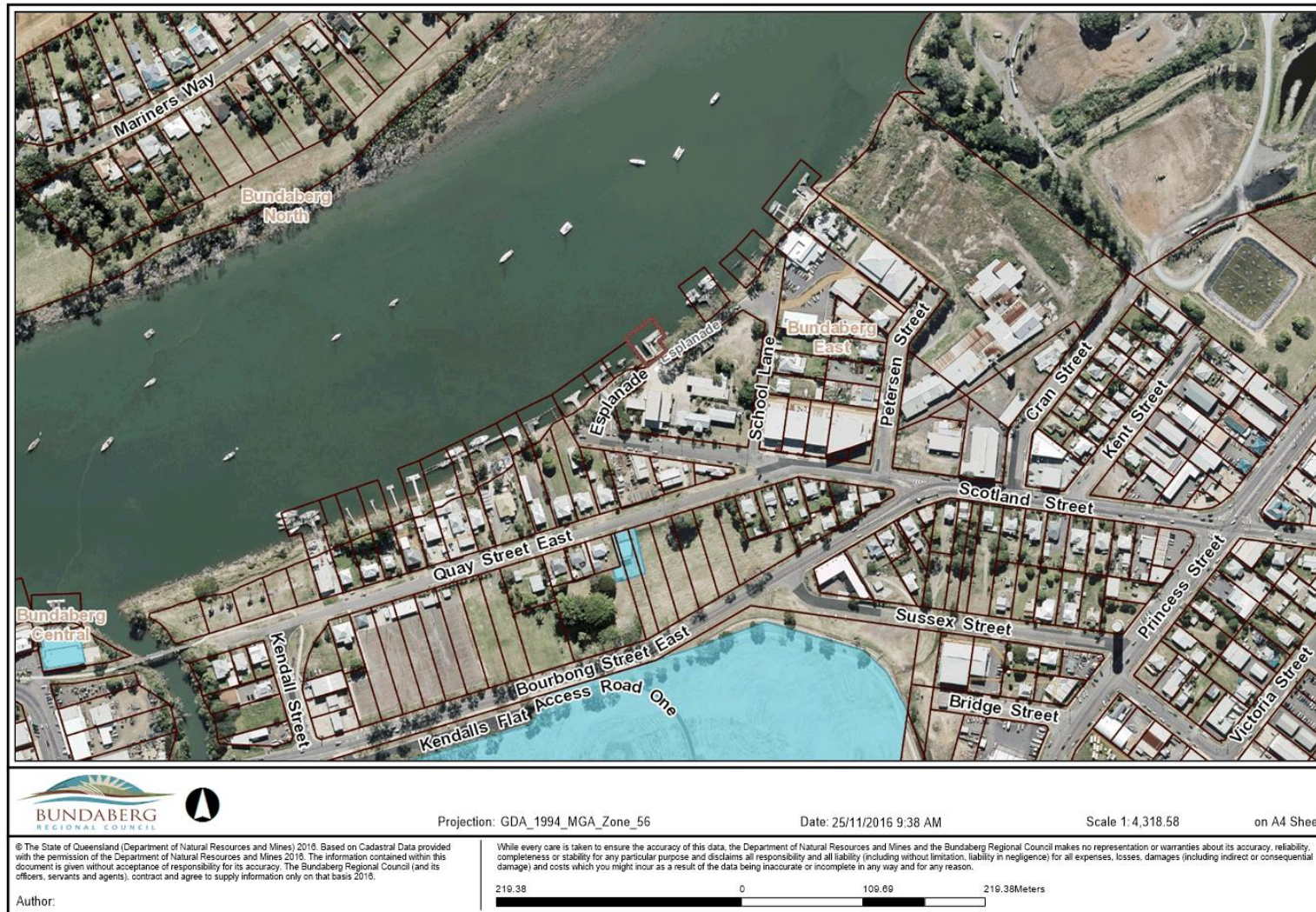
Attachments:

- [↓1](#) Esplanade - Aerial Photo (close)
- [↓2](#) Esplanade - Aerial Photo (wide)
- [↓3](#) Esplanade - SmartMap

Recommendation:

That the Department of Natural Resources and Mines be advised Council offers no objection to the renewal of Term Lease 232223 over land described as Lot 26 on SP212127, located on the Esplanade, Bundaberg East, for a term of 10 years – for marine purposes.







STANDARD MAP NUMBER
9348-24222



MAP WINDOW POSITION & NEAREST LOCATION

 152°21'47" E
 24°51'30" S
 BUNDABERG EAST
 132 KM

SUBJECT PARCEL DESCRIPTION

DCDB	26/SP212127
Lot/Plan	785m²
Area/Volume	LANDS LEASE
Tenure	BUNDABERG REGIONAL
Local Government	BUNDABERG EAST
Locality	36010/613
Segment/Parcel	

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**Item****13 December 2016****Item Number:**

F4

File Number:

.

Part:GOVERNANCE &
COMMUNICATIONS**Portfolio:**

Organisational Services

Subject:

1458 Childers Road, South Bingera - Renewal of Term Lease 209835 - Lot 26 on CK2590

Report Author:

Nathan Powell, Property Leasing Officer

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

The Department of Natural Resources and Mines is investigating the renewal of Term Lease 209835 over land described as Lot 26 on CK2590, 1458 Childers Road, South Bingera. The lease is used for community (Boy Scout) purposes and is for a term of 20 years, expiring 31 January 2018.

The Department seeks Council's views, comments or objections to be considered by the Minister for Natural Resources and Mines with respect to the renewal of this lease.

It should be noted that in the past, Council has been reluctant to grant leases for more than 10 years.

Associated Person/Organization:

The Department of Natural Resources and Mines

Consultation:

Portfolio Spokesperson: Cr Helen Blackburn offers no objections to the lease renewal.

Divisional Councillor: Cr Wayne Honor has been advised of the request.

The views of relevant officers were sought and listed below are their comments:

Department of Infrastructure & Planning:

Development Assessment Manager, Richard Jenner advises the subject land is zoned 'community facility' in Council's Planning Scheme in recognition of the historical use of the site. There are no objections to the lease renewal for "community purposes" from a Planning perspective.

Planning Services Engineer, Roads & Drainage, Hennie Roux has no objection to the renewal of lease.

Department of Community & Environment

Branch Manager Parks, Sports & Natural Areas, Geordie Lascelles offers no objection to the proposed lease renewal.

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

There appear to be no financial or resource implications.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

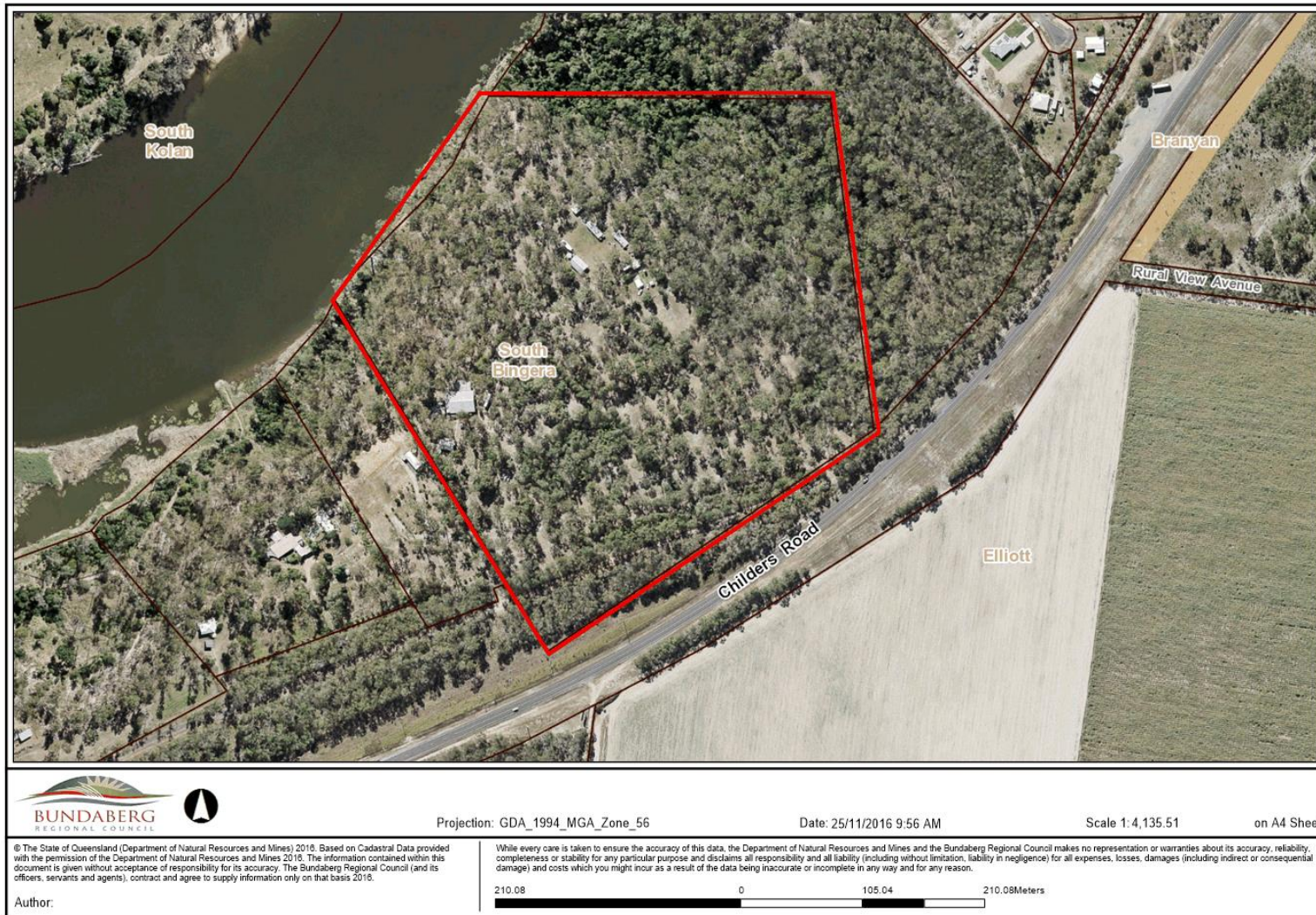
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- Required

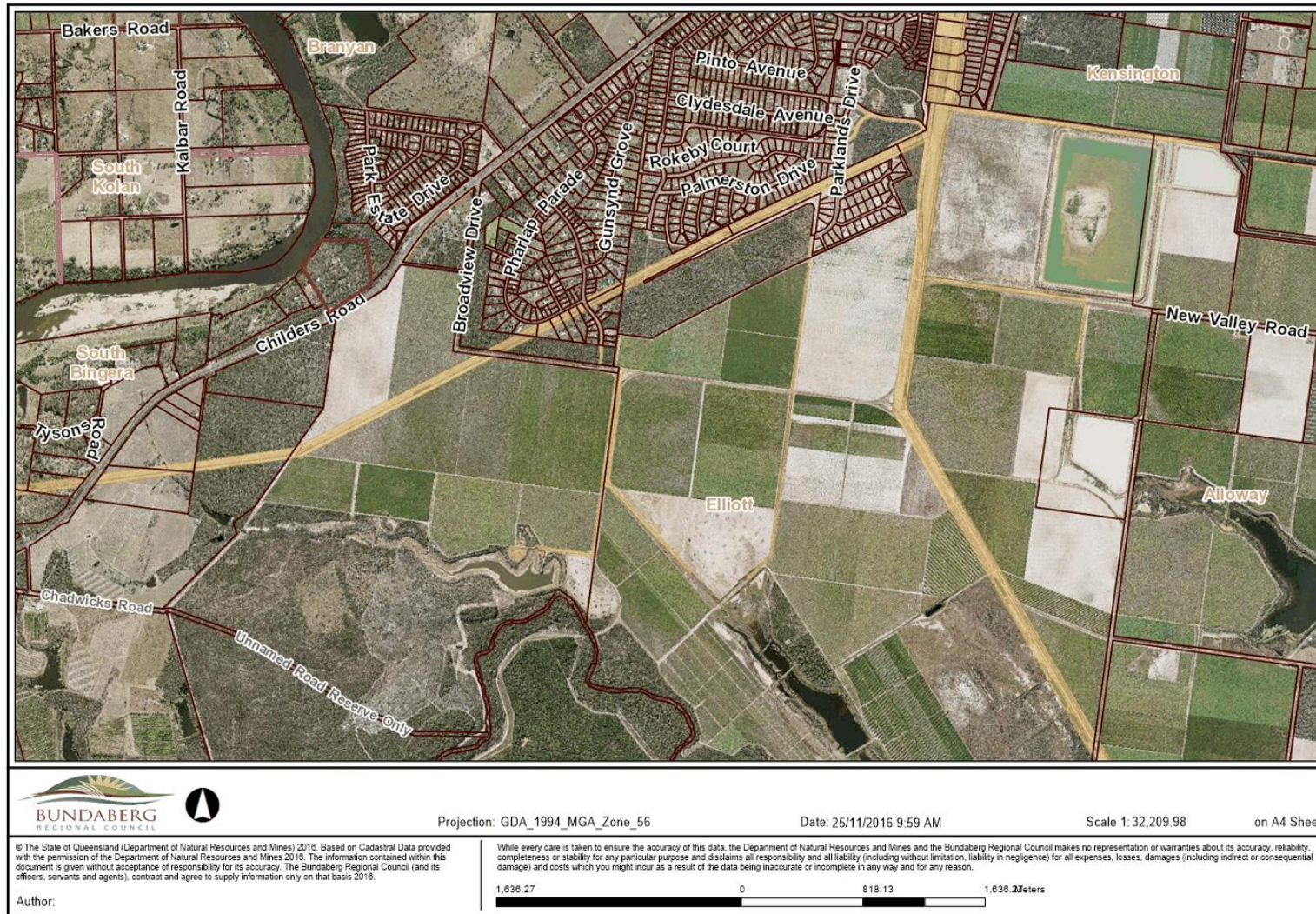
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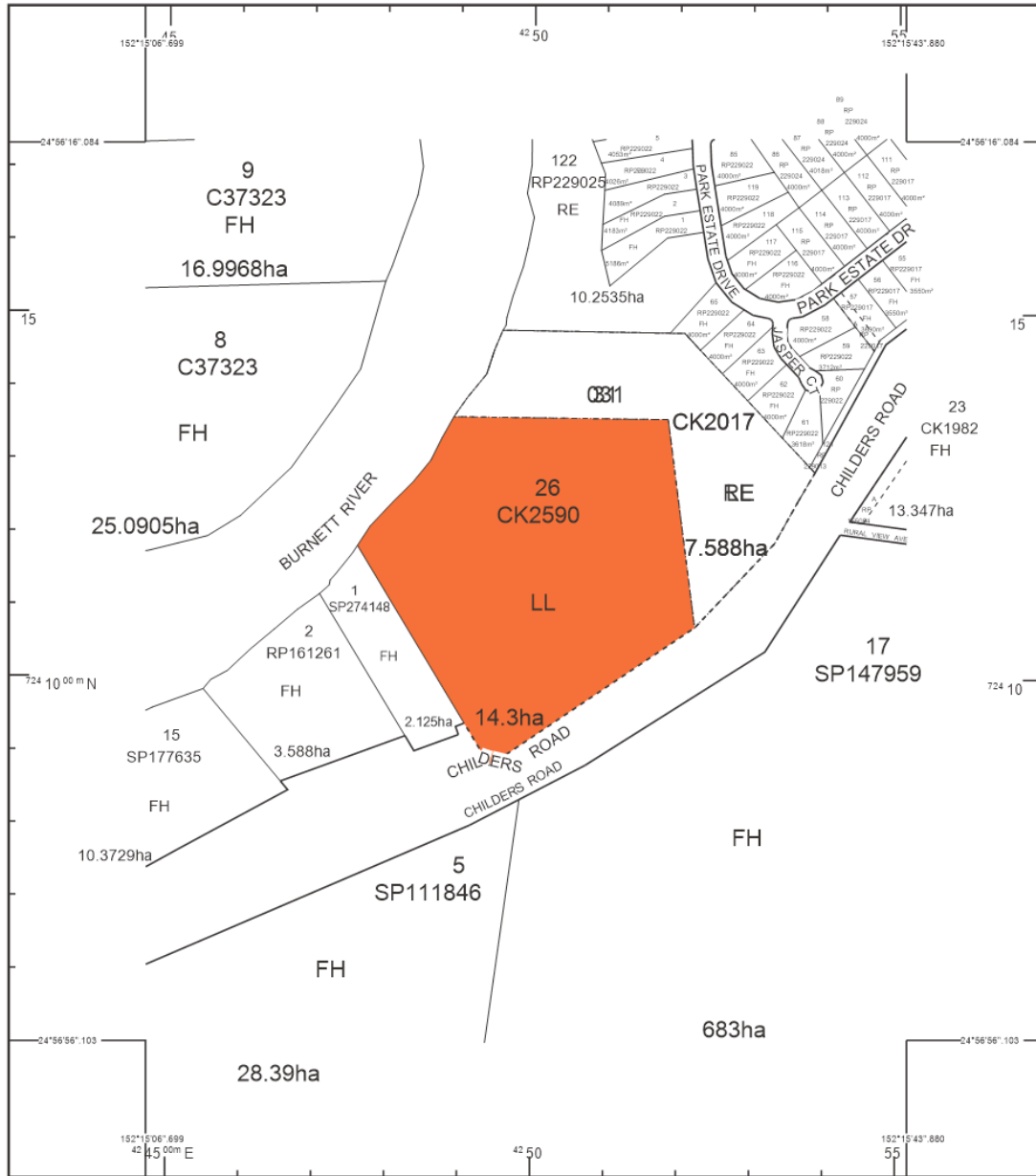
- [↓1](#) Childers Road - Aerial Photo (close)
- [↓2](#) Childers Road - Aerial Photo (wide)
- [↓3](#) Childers Road - SmartMap

Recommendation:

That the Department of Natural Resources and Mines be advised Council offers no objection to the renewal of Term Lease 209835 over land described as Lot 26 on CK2590, 1458 Childers Road, South Bingera, for a term no greater than 10 years – for community purposes.







STANDARD MAP NUMBER
9348-23344



MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	26/CK2590
Area/Volume	14.3ha
Tenure	LANDS LEASE
Local Government	BUNDABERG REGIONAL
Locality	SOUTH BINGERA
Segment/Parcel	38889/558

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**Item****13 December 2016****Item Number:**

F5

File Number:

.

Part:GOVERNANCE &
COMMUNICATIONS**Portfolio:**

Organisational Services

Subject:

Council Policy Adoption

Report Author:

Christopher Joosen, Governance Manager

Authorised by:

Andrew Ireland, General Manager Organisational Services

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Previous Items:

F1 - Council Policy Suite - Ordinary Meeting - 26 Apr 2016

Background:

At its meeting held 26 April 2016, Council noted a report regarding the review of its policy suite.

At that time, it had identified policies that it considered prudent for Council to review and formally adopt. These policies were listed in a schedule to the report.

For logistical ease, it was proposed to workshop and review these policies in stages. The next tranche has now been reviewed and the following policies are now submitted for adoption by Council:-

- Asset Management Policy
- Moncrieff Entertainment Centre Community Access Policy
- Water Leak Relief Policy

Consultation:

Councillors, General Managers, various Council officers

Legal Implications:

There is a statutory requirement for Council to adopt a certain number of these policies. Other policies are proposed for adoption to facilitate accountable and transparent decision making.

Policy Implications:

Each individual policy has policy implications. A decision to modify / amend or not adopt a certain policy in the proposed suite would have some policy impact.

Financial and Resource Implications:

Certain individual policies have financial and resource implications. A decision to modify/amend or not adopt a certain policy in the proposed suite may have some financial and resource impact.

Risk Management Implications:

Certain individual policies have risk management implications. A decision to modify/ amend or not adopt a certain policy in the proposed suite may have some risk management impact.

Attachments:

- ↓1 Asset Management Policy
- ↓2 Moncrieff Entertainment Centre Community Access Policy
- ↓3 Water Leak Relief Policy

Recommendation:

That:-

1. the:
 - **Asset Management Policy** (as detailed on the 3 pages appended to this report) – **be adopted.**
2. the:
 - **Moncrieff Entertainment Centre – Fee Relief Subsidy Governance Policy** (adopted by Council at its meeting of 16 December 2008) **be rescinded; and**
 - **Moncrieff Entertainment Centre Community Access Policy** (as detailed on the 4 pages appended to this report) – **be adopted.**
3. the:
 - **Water Leak Relief Policy** (adopted by Council at its meeting of 17 April 2013) **be rescinded; and**
 - **Water Leak Relief Policy** (as detailed on the 6 pages appended to this report) – **be adopted.**

Bundaberg Regional Council
Infrastructure & Planning Services
Issue Date:
Review Date:

Asset Management Policy

GP-3-077

Rev. 1 (Draft)

1.0 INTENT

Council recognises that prudent Asset Management is essential to achieve its vision of being the leading municipality through economic, social and environmental prosperity and to provide the desired level of service in the most cost effective manner for the present and future community.

Council acknowledges that assets must be planned, maintained and refurbished so that they continue to meet the service delivery needs of the community.

Council manages a growing asset portfolio with an approximate value of \$2.6 billion. This equates to approximately \$27,000 per capita.

The costs associated with the maintenance, depreciation and replacement of these assets, form a material part of Council's annual expenditure. Effective management of these assets will help to ensure there is inter-generational equity among ratepayers with no generation unnecessarily subsidising or being subsidised by another. Council, in accordance with the Queensland *Local Government Act 2009* and the Queensland *Local Government Regulation 2012* is required to:

- provide for strategies to ensure the sustainable management of the assets mentioned in the local government's asset register and the infrastructure of the local government; and
- state the estimated capital expenditure for renewing, upgrading and extending the assets for the period stated in the plan (must be 10 years or more); and
- be part of, and consistent with, the long-term financial forecast

The purpose of this policy is to set guidelines for implementing consistent asset management processes throughout Council.

2.0 SCOPE

The Councillors, as custodians of Council's assets, will:

- Ensure Council's legal obligations are met;
- Represent the community as the asset owners; and
- Ensure the asset/service is maintained for the present and future generation at an equitable cost.

The staff have a corporate responsibility to provide technical and professional advice to the Councillors, enabling them to make informed decisions on behalf of the community.

GP-3-077 Rev. 1 (Draft)	Approved By:	Page 1 of 3
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3.0 POLICY OBJECTIVES

The purpose of this policy is to ensure adequate provision is made for the long-term replacement of major assets by:

- Ensuring that Council's services and infrastructure are provided in a sustainable manner, with the appropriate levels of service to residents, visitors and the environment.
- Safeguarding Council assets including physical assets and employees by implementing appropriate asset management strategies and appropriate financial resources for those assets.
- Creating an environment where all Council employees take an integral part in overall management of Council assets by creating and sustaining an asset management awareness throughout the organisation by training and development.
- Meeting legislative requirements for asset management.
- Ensuring resources and operational capabilities are identified and responsibility for asset management is allocated.
- Demonstrating transparent and responsible asset management processes that align with demonstrated best practice.
- Ensuring risk management is considered when taking decisions.

4.0 POLICY

Council is committed to implementing a systematic asset management methodology in order to apply appropriate asset management best practices across all areas of the organisation. This includes ensuring that assets are planned, created, operated, maintained, renewed and disposed of in accordance with Council's priorities for service delivery. Asset management practices impact directly on the core business of the organisation and appropriate asset management is required to achieve our strategic service delivery objectives. Adopting asset management principles will assist Council in achieving its Strategic Long Term Plan and Long Term Financial objectives.

A strategic approach to asset management will ensure that the Council delivers the highest appropriate level of service through its assets. This will provide positive impact on;

- Members of the public and staff;
- Council's financial position;
- The ability of Council to deliver the expected level of service and infrastructure;
- The political environment in which Council operates; and
- The legal liabilities of Council.

A consistent Asset Management Strategy must exist for implementing systematic asset management and appropriate asset management best-practice throughout all Business Units and Departments of Council.

All relevant legislative requirements together with political, social and economic environments are to be taken into account in asset management.

GP-3-077 Rev. 1 (Draft)	Approved By:	Page 2 of 3
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5.0 CONTROLS

To achieve this policy the following key roles, responsibilities, and commitments are identified:

Councillors

- Are responsible for adopting the policy, allocation of resources, providing high level oversight of the delivery of the organisation's asset management strategy and plan and maintaining accountability mechanisms to ensure that organisational resources are appropriately utilised to address the organisation's strategic plans and priorities.

Chief Executive Officer and Executive Leadership Team

- Has overall responsibility for developing an asset management strategy, plans and procedures and reporting on the status and effectiveness of asset management within Council.

6.0 EFFECTIVE FROM

The Asset Management Policy was adopted by Council on 13 December 2016.

This Policy is effective from 13 December 2016.

7.0 REFERENCES/ASSOCIATED DOCUMENTS

Local Government Act 2009

Local Government Regulation 2012

GP-3-077 Rev. 1 (Draft)	Approved By:	Page 3 of 3
Document issue is correct at the time of print. For printed copies, use IMS Intranet Page to verify correct issue.		

Bundaberg Regional Council
Community & Environment
Issue Date:
Review Date:

Moncrieff Entertainment Centre Community Access Policy

GP-3-076

Rev. 1 (Draft)

1.0 INTENT

The Moncrieff Entertainment Centre Community Access Scheme is designed to provide financial assistance to not for profit groups providing musical or performing art performances at the Centre. Discounted hire fees will increase accessibility to groups wishing to provide such performances to the community.

2.0 SCOPE

- Organisations eligible for the Community Access Scheme will be offering performing arts and/or cinema related experiences through their reduced hire fees.
- To be eligible, organisations must be not for profit and must be based within or providing substantial operations within the Bundaberg Region.
- The Community Access Scheme rates will apply only through an application process to Council.
- The decision of Council on applications is final.
- Support through the Scheme may require compliance with specific conditions before signing off on the agreement.
- Should these conditions not be fulfilled by a specified date, Council reserves the right to withdraw the offer of support.
- Council expects relevant acknowledgment of support through the Community Access Scheme.

3.0 POLICY OBJECTIVES

The objectives of the Community Access Scheme are to:

- 1) To **increase accessibility** to the Moncrieff Entertainment Centre, providing improved opportunity for musical and performance groups to utilise the facility
- 2) To **enhance community awareness and involvement in** the performing arts and/or cinema
- 3) To **enhance community wellbeing, sense of belonging** through exposure to high quality cultural events and activities

The Policy is limited to organisations operating in the Bundaberg Regional Council area.

4.0 POLICY

4.1 Community Access Scheme

4.1.1 Overview

- The Community Access Scheme enables not for profit organisations to undertake performing arts and/or cinema related activities at the

GP-3-076 Rev. 1 (Draft)

Approved By:

Page 1 of 4

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Moncrieff Entertainment Centre for a reduced hire fee. The Scheme has very specific limitations and conditions.

- The Scheme enables successful applicants to hire the venue for a flat rate of \$1,500.00 (excluding GST) within the limitations and conditions stipulated in this Policy.
- Organisations may only apply once every two (2) financial years to ensure that the Scheme is widely accessible to the community.
- Only six (6) places will be offered per financial year. Organisations may apply at any time within the financial year, but once the six places have been filled, the Scheme will be closed in that financial year.
- Applications may not be submitted more than six (6) months in advance of the proposed booking.
- Due to increased labour costs, events proposed on a Sunday will not be eligible.
- Successful applicants will need to negotiate venue availability with the Moncrieff Entertainment Centre.

4.1.2 Eligibility

- Bundaberg Region based not for profit organisations

4.1.3 Ineligible Applicants

- Commercial organisations
- Groups promoting very specific political or religious positions
- Groups who have successfully applied in the past 2 financial years
- Individuals
- Applicants proposing events on a Sunday

4.1.4 Availability

- Venue availability will be negotiated after notification of successful applications. However, applicants are encouraged to check availability and pencil bookings with the Moncrieff Entertainment Centre staff during the application process.
- Events proposed between Monday and Saturday will be considered.
- Applications may not be made greater than six months prior to the proposed event date.
- Applications should be made at least twelve (12) weeks prior to the proposed event date.

4.1.5 Assessment and Approval

- Council officers assess applications against the guidelines. Approval is obtained from a Councillor and the relevant General Manager.
- Community Access Scheme Guidelines reflect the criteria and application process.

4.1.6 Terms and Conditions

- The flat rate hire fee of \$1,500 (excluding GST) includes the hire of the venue for up to eight (8) hours.
- The rate includes minimum staffing for a technician (5 hours), stage hand (five hours), front of house duty officer (3 hours), 1 usher (3 hours). It is the responsibility of the hirer to liaise with the venue staff to ensure that best use of this time is made. Staffing beyond these included times will be charged at the labour rates outlined in Council's schedule of fees and charges.
- Hirers may use volunteers to assist with ushering duties, but these volunteers must be inducted by Council staff prior to beginning their duties.
- 50% of the charge will be paid on confirming the booking by way of a deposit.
- The remaining 50% and any additional fees and charges will be charged in arrears.
- Community Access Scheme hirers will have minimal technical requirements. That is, no more than 3 lighting states, use of existing lighting positions (no special rigging of lights for the event) and use of the stage projector. The grand piano may be used so long as special tuning is not required.
- Places are limited to 6 per financial year.
- Should the hirer not wish the candy bar to be open, an additional fee of \$100 will be charged to cover losses.
- If the event is ticketed, tickets must be set up and sold through the Moncrieff Entertainment Centre system and the relevant booking fees will apply. The Community Access Scheme includes the box office set up fee of \$80.

The Community Access Scheme does not include:

- Booking fees
- Excess cleaning charges
- Charges for loss or damage of Council equipment
- Fees for the use of the grand piano (tuning)
- Use of the orchestra pit
- Special rigging or special light rigging/placement
- Use of the cinema projector (except for cinema related events)

5.0 CONTROLS

Requirements under Section 194 and 195 of the *Local Government Regulation 2012*.

GP-3-076 Rev. 1 (Draft)	Approved By:	Page 3 of 4
Document issue is correct at the time of print. For printed copies, use IMS Intranet Page to verify correct issue.		

6.0 EFFECTIVE FROM

The Community Access Scheme was adopted by Council on 13 December 2016.

This Policy is effective from 13 December 2016.

7.0 REFERENCES/ASSOCIATED DOCUMENTS

Local Government Regulation 2012

GP-3-076 Rev. 1 (Draft)	Approved By:	Page 4 of 4
Document issue is correct at the time of print. For printed copies, use IMS Intranet Page to verify correct issue.		

Bundaberg Regional Council
 Organisational Services
 Issue Date:
 Review Date: 21-09-2017

Water Leak Relief Policy

GP-3-082

Rev. 8 (Draft)

1.0 INTENT

To facilitate an effective and efficient means for Council to provide relief to ratepayers by partially remitting water consumption charges in cases of financial hardship resulting from an unexpected and undetectable water leak which has occurred on a ratepayer's property.

2.0 SCOPE

This Policy outlines the principles which Council will use when applying relief to ratepayers who experience an undetectable water leak on their property which results in an increase in their water consumption charges.

3.0 POLICY OBJECTIVES

To provide relief to ratepayers in accordance with the following provisions of the *Local Government Regulation 2012*.

119 Concession for rates or charges

A local government may grant a ratepayer a concession for rates or charges for land only under this part.

120 Criteria for granting concession

(1) The local government may grant the concession only if it is satisfied -

.....

(c) the payment of the rates or charges will cause hardship to the land owner

121 Types of concession

The concession may only be of the following types -

(a) a rebate of all or part of the rates or charges.

122 Resolutions for granting concession

(1) The local government may grant the concession only by -

(a) a resolution granting the concession to a stated ratepayer; or

.....

(3) The local government may make a resolution under subsection (1)(a) only if the ratepayer has applied for the concession in a way accepted by the local government.

.....

(5) The resolution may include conditions for granting the concession to the ratepayer.

(6) Without limiting subsection (5), the conditions may include the following -

(a) a condition requiring the ratepayer to show the local government particular information or documents or follow a procedure to be eligible for the concession.

GP-3-082 Rev. 8 (Draft)	Approved By: General Manager Organisational Services	Page 1 of 6
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Document issue is correct at the time of print. For printed copies, use IMS Intranet Page to verify correct issue.

4.0 POLICY

4.1 Criteria for granting relief as a result of a water leak

The eligibility of a ratepayer, as defined in this policy, to receive water leak relief from Council will be determined in terms of the following criteria.

- 4.1.1 The ratepayer applying for relief from water consumption charges must be responsible for the payment of the water consumption charges.
- 4.1.2 The water leak that was repaired must have resulted from a break or other fault in a fixture, fitting, pipe or other plumbing within a property, that was not reasonably foreseeable or detectable, resulting in unintentional loss of water within the property.
- 4.1.3 As Water Leak Relief is permitted in terms of the 'Hardship' provision of the *Local Government Regulation 2012*, relief may only be provided if water consumption exceeds the first step in Council's Water Tariff, which is currently water consumption in excess of 150 Kilolitres per half-year.
- 4.1.4 Relief excludes water leaks in buildings as these are more likely to be detectable by the ratepayer.
- 4.1.5 Ratepayers may only submit one water leak relief application every three years, provided that application is successful. If an application is unsuccessful, a subsequent application may be submitted; otherwise the ratepayer's next application may only be submitted three years after the date of their last approved application. The three-year restriction encourages ratepayers who have experienced a water leak to take responsibility for monitoring their future water use. Where Council has read a water meter and advised a ratepayer of a possible leak, and the ratepayer has taken several days to have the leak repaired, the ratepayer cannot claim the further loss of water during the days between the date on which the meter was read and the date on which it was repaired, which falls into the next water meter reading period.
- 4.1.6 A ratepayer must have a water leak repaired by a registered plumber, or must have the repair sighted and confirmed by a registered plumber, within 10 working days of the ratepayer becoming aware of the leak, or within 10 working days from the date of a letter from Council advising of a potential water leak, whichever is the sooner, unless there are compelling reasons why these timeframes cannot be achieved as indicated in section 4.1.9 of this Policy. These timeframes serve to limit the loss of water which is a precious community resource.

4.1.7 Ratepayers must apply to Council for water leak relief by completing Council's prescribed application form, within 30 days as follows:

- 1) Where a ratepayer has a water leak repaired without being advised by Council of the possibility that the leak exists, and the ratepayer is aware of Council's water leak relief policy, the ratepayer must submit a water leak relief application within 30 days from the date on which the leak is repaired.
- 2) Where a ratepayer experiences a water leak and has it repaired but is not aware of Council's water leak relief policy until they receive notification from Council advising them that they may be eligible for relief, the ratepayer must submit a water leak relief application within 30 days from the date of Council's notification, as the leak has already been repaired.
- 3) Where a ratepayer receives notification from Council and has a water leak repaired within 10 working days of the date of that notification, in terms of the Policy, the ratepayer must submit a water leak relief application within 30 days from the date on which the leak is repaired.

The aforementioned timeframes will apply unless there is a compelling reason why these timeframes cannot be achieved as indicated in section 4.1.9 of the Policy.

4.1.8 The application for water leak relief must be submitted on Council's prescribed Water Leak Relief Application Form (FM-7-099) and must be accompanied by either:

- a) an account from a Registered Plumber, providing details of the water leak that was repaired, or
- b) by a letter from a Registered Plumber providing details of the water leak that was repaired and confirming that the leak was repaired correctly.

4.1.9 'Compelling reasons' indicated in sections 4.1.6 and 4.1.7 of this Policy, shall exclude circumstances where ratepayers:

- are unable to contact a plumber, or;
- experience a delay in receiving the plumbers account, or;
- have failed to advise Council of a change of address thus delaying the receipt of a high consumption letter, or;
- Their Property Agent did not advise them about a potential water leak.

The following common circumstances are considered to be 'compelling reasons' which prevent the repair of a water leak or the submission of a water leak relief application within the time frame stipulated in the Policy:

- Medical reasons where medical evidence can be produced to substantiate illness, which either housebound or hospitalised the applicant. Such evidence is to be supported by a statutory declaration declaring that the applicant had no one during their period of incapacity who could act for them or conduct their business affairs.

- Infirmity of the ratepayer which prevented them from discovering a leak or making an application within the specified timeframe.
- Natural disaster, such as extensive flooding, which disrupted normal business and prevented normal action from being taken.
- Absence from the property for reasons such as an absence overseas or elsewhere in Australia, where ratepayers were not aware of a leak and were therefore not capable of submitting an application within the specified timeframes. This should be proven by submitting airline tickets or similar documentation to substantiate travel.

4.2

4.2.1 The quantum of water leak relief to be provided:

Provided the ratepayer complies with all the criteria set out in this Policy, Council may write-off the difference between the second step water tariff and the first step water tariff, for consumption which is above the first step water consumption limit. For example, if the first step tariff is \$1.15 per kilolitre up to 150 kilolitres per half-year, and \$1.88 per kilolitre for consumption above 150 Kilolitres, relief would be the difference between \$1.88 and \$1.15, that is 73 cents, multiplied by the number of kilolitres used in excess of 150 kilolitres. The following example illustrates how relief would be calculated:

Water consumption including a water leak:	650 Kilolitres
Actual Charge (150 Kls x \$1.15 = \$172.50) + (500 Kls x \$1.88 = \$940.00)	= \$1,112.50
Charge Per Water Leak Relief Policy 650 Kls x \$1.15 per Kilolitre	= \$747.50
Water Leak Relief (Actual charge less consumption at \$1.15 per Kilolitre):	= \$365.00

4.2.2 Where a water leak occurs in a dedicated fire service, and provided the ratepayer complies with all the criteria set out in this Policy, the water consumption for the relevant half-year water period will be charged at the second step tariff per kilolitre. The relief provided will be the difference between 10 times the second step tariff per kilolitre and the second step tariff per kilolitre. For example, if Council's second step water tariff is \$1.88 per kilolitre then relief would be calculated as follows:

Water consumption including a water leak:	650 Kilolitres
Actual Charge (First 10 Kls Free) + (640 Kls x \$18.80 = \$12,032.00)	= \$12,032.00
Charge Per Water Leak Relief Policy 640 Kls x \$1.88 per Kilolitre	= \$1,203.20
Water Leak Relief (Actual charge less consumption at \$1.88 per Kilolitre):	= \$10,828.80

5.0 CONTROLS

Sections 119 to 122 of the *Local Government Regulation 2012* which provide a framework in which local governments may apply water leak relief as follows:

119 Concession for rates or charges

A local government may grant a ratepayer a concession for rates or charges for land only under this part.

120 Criteria for granting concession

(1) The local government may grant the concession only if it is satisfied -

.....

(c) the payment of the rates or charges will cause hardship to the land owner

121 Types of concession

The concession may only be of the following types -

(a) a rebate of all or part of the rates or charges.

122 Resolutions for granting concession

(1) The local government may grant the concession only by -

(a) a resolution granting the concession to a stated ratepayer; or

(b) if the concession is of a type mentioned in section 121(a) or (b) - a resolution granting the concession to a ratepayer who is a member of a stated class of ratepayers.

(2) The local government may make the resolution before the local government levies the rates or charges.

(3) The local government may make a resolution under subsection (1)(a) only if the ratepayer has applied for the concession in a way accepted by the local government.

(4) If the local government grants a concession by making a resolution under subsection (1)(b), the concession may be granted only to the ratepayers whom the local government is satisfied are eligible for the concession.

(5) The resolution may include conditions for granting the concession to the ratepayer.

(6) Without limiting subsection (5), the conditions may include the following -
(a) a condition requiring the ratepayer to show the local government particular information or documents or follow a procedure to be eligible for the concession.

In the application of this Water Leak Relief Policy, Council determines that the General Manager Organisational Services, Chief Financial Officer and the Revenue Manager are each authorised persons pursuant to section 202 of the *Local Government Act 2009*.

Pursuant to Part 5 of Chapter 7 of the *Local Government Act 2009*, the Council authorises the General Manager Organisational Services, Chief Financial Officer and Revenue Manager each to determine, pursuant to section 130 of the *Local Government Regulation 2012*, if water leak relief should be permitted in accordance with this Water Leak Relief Policy. Where the General Manager Organisational Services, Chief Financial Officer and Revenue Manager makes such a determination, water leak relief can be applied.

6.0 EFFECTIVE FROM

The Water Leak Relief Policy was adopted by Council on 13 December 2016.

This Policy is effective from 13 December 2016.

7.0 REFERENCES/ASSOCIATED DOCUMENTS

Local Government Act 2009

Local Government Regulation 2012

GP-3-001 Revenue Policy

GP-3-038 Revenue Statement

FM-7-099 Water Leak Relief Application Form

Council's Annual Budget Report



Item

13 December 2016

Item Number:	File Number:	Part:
G1	339.2016.8.1	INFRASTRUCTURE

Portfolio:

Infrastructure & Planning Services

Subject:

Request for Street Naming, Wearing Road, Bargara

Report Author:

Katrina Sproule, Development Services Officer

Authorised by:

Michael Ellery, Group Manager Development

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

APPLICATION NO	339.2016.8.1
PROPOSAL	Request to name street
APPLICANT	Offida Holdings Pty Ltd
LOCATION	Wearing Road, Bargara (Lot 6 on SP259466)
ESTATE NAME	Bargara Outlook
RELATED APPROVAL	321.2015.43944.1
DATE OF REQUEST	07/11/2016
EXISTING NAME	N/A
NO OF SUBMITTERS	N/A

1. BACKGROUND

This is a request by a developer to name new streets being created as part of a reconfiguration of a lot, as required by conditions of approval. The Developer, Offida Holdings Pty Ltd, is seeking to name new Roads A, B and C, being the first stage of Bargara Outlook located on the northern side of Wearing Road, Bargara and consisting of 15 residential lots (Council reference 321.2015.43944.1, approved 8 October 2015). The developer has provided two preferences for each road.

Roads A, B and C will service the entire development which will consist of approximately 47 lots. The developer has chosen coastal bird names as a theme for the development which are unique to the Bargara locality.

It is noted that Road A is the priority road for the development and will continue the road name at the intersection of Road A and Road B.

Table 1 provides a summary of the street names, proposed by the Applicant, for consideration.

Table 1 - Suggested Street Name/s

Road	Street Names Register – suggested by Developer	Alternative Names – suggested by Developer
	Name	Name
Road A		1. Pelican Drive
		2. Whistler Drive
Road B		1. Plover Street
		2. Lapwing Street
Road C		1. Cormorant Court
		2. Songlark Court

2. ASSESSMENT

2.1 Street Names

	Yes	No	N/A
Does the proposal reflect aspects of the area in which it is located, including historical names?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the proposal part of a theme for a development?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the name a noun and generally contain one (1) word? If a composite word, does the word supplement the primary name?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Where in an urban locality, are the proposed names unique to that locality?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Where in a rural area, is the proposed name unique to the Bundaberg region?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For extensions to existing streets, does the extension retain the name of the street extended?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

It is considered that the request does comply with the requirements of the Street and Parking Naming Governance Policy.

3. PUBLIC NOTIFICATION

Not Applicable

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

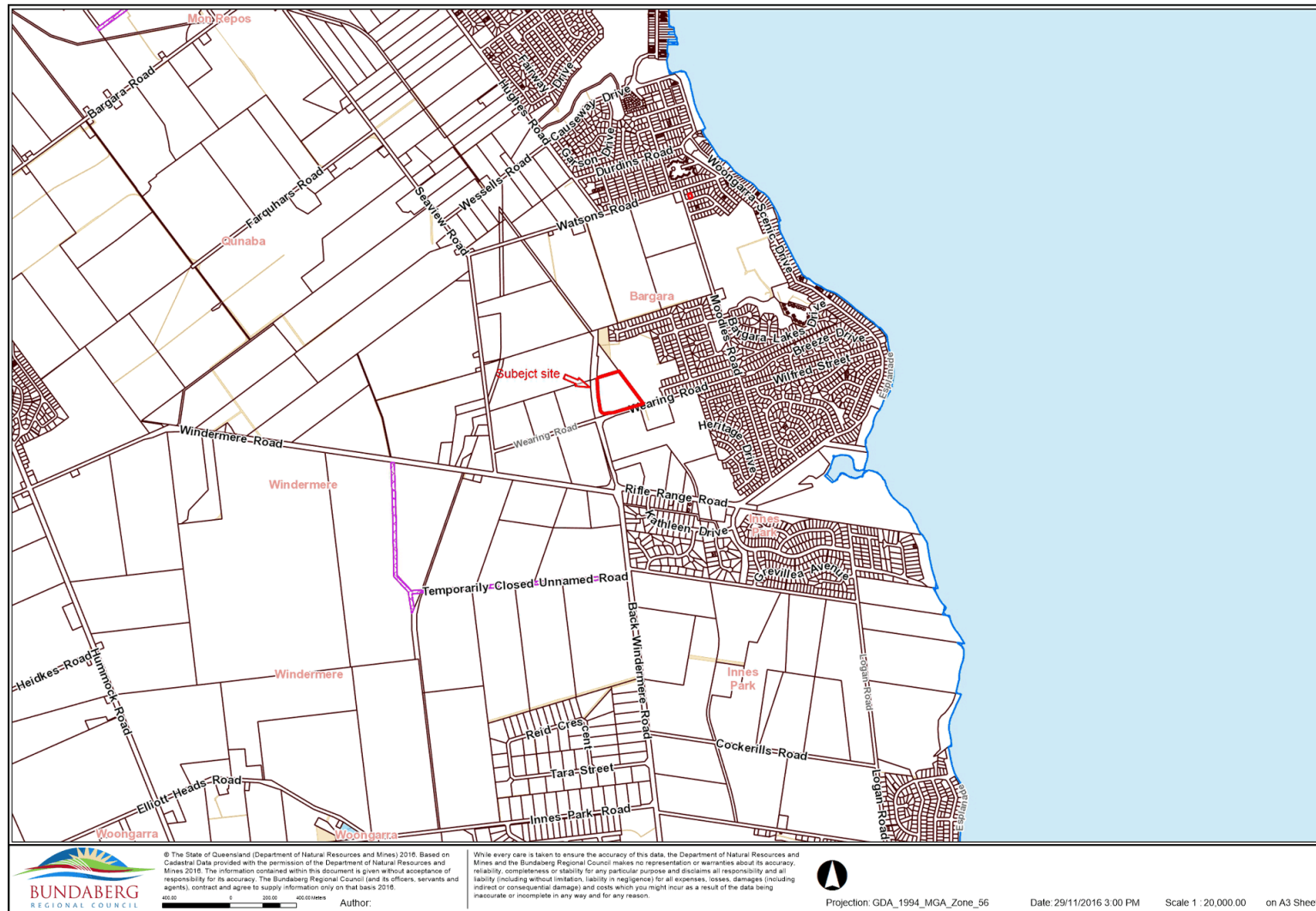
Attachments:

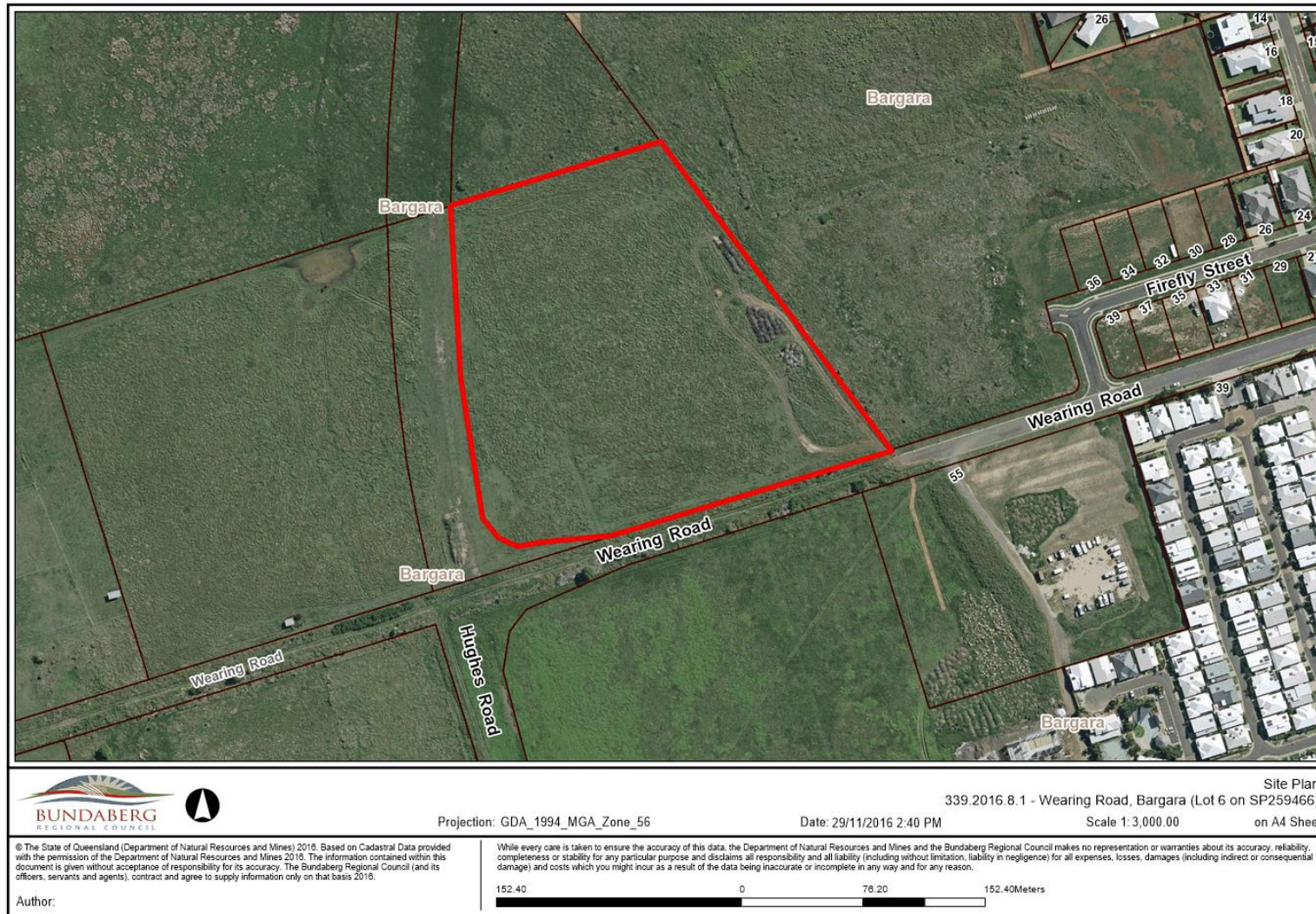
- [↓1](#) Locality Plan
- [↓2](#) Site Plan
- [↓3](#) Street Naming Plan

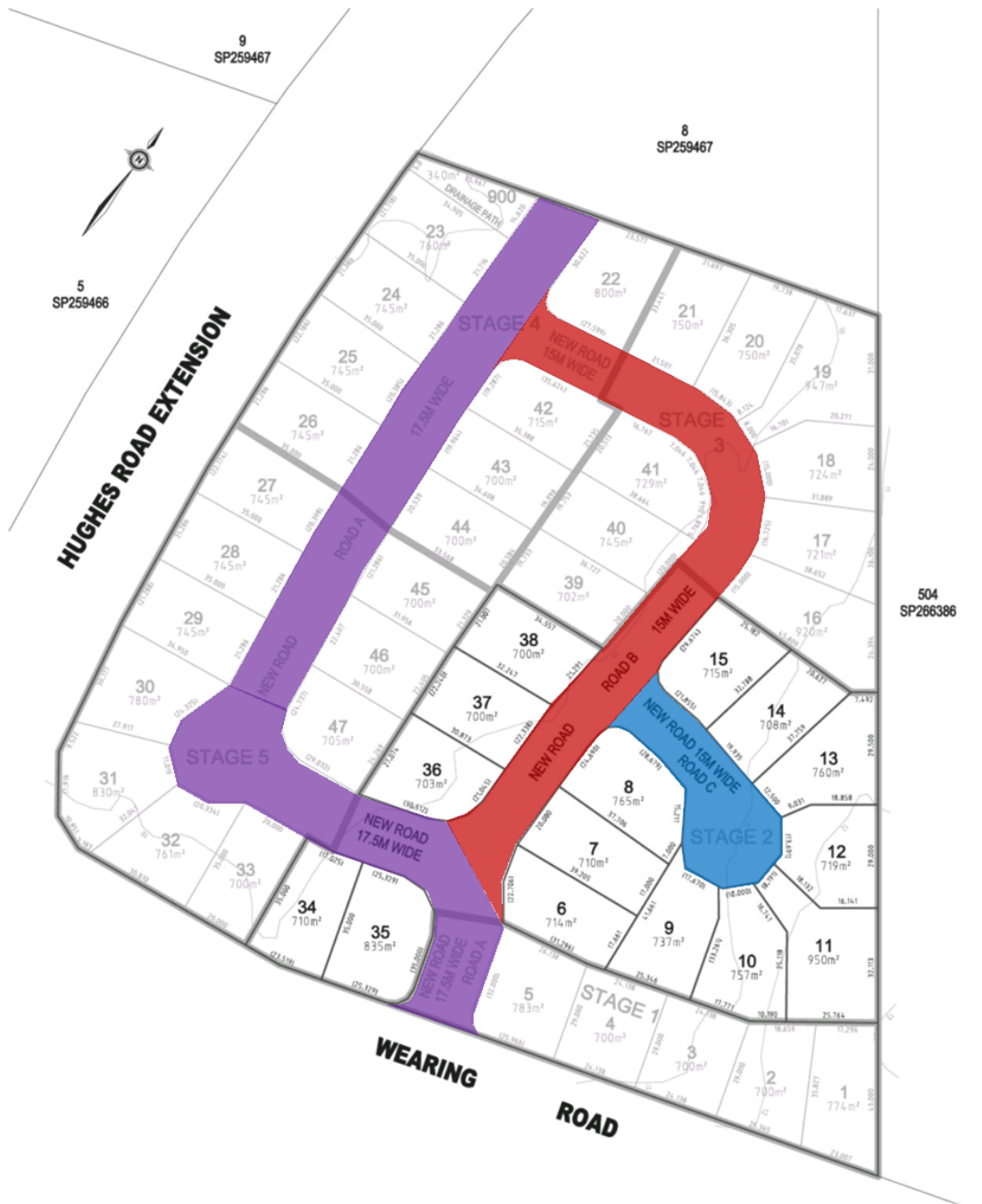
Recommendation:

That roads A, B and C in the development identified as Bargara Outlook Estate, located at Wearing Road, Bargara, and approved under development approval 321.2015.43944.1, be named as follows:-

- **Road A - Pelican Drive;**
- **Road B - Plover Street; and**
- **Road C - Cormorant Court.**







- Road A
Pelican Drive / Whistler Drive
- Road B
Plover Street / Lapwing Street
- Road C
Cormorant Court / Songlark Court

339.2016.8.1 Street Naming Plan

**Item****13 December 2016**

Item Number:	File Number:	Part:
G2	qA1021746 - Project IAS2222.2016	INFRASTRUCTURE

Portfolio:

Infrastructure & Planning Services

Subject:

Bundaberg CBD Revitalisation

Report Author:

Andrew Fulton, General Manager Infrastructure & Planning

Authorised by:

Andrew Fulton, General Manager Infrastructure & Planning

Link to Corporate Plan:

Economy - 4.3.3 Foster a flexible, supportive and inclusive business environment

Background:

Council proposes to undertake a Bundaberg CBD Revitalisation for the CBD core area comprising Bourbong Street (between Maryborough & Tantitha Street) together with sections of Targo Street and Barolin Street (adjacent Bourbong Street).

Construction of the project is expected to be budgeted in the 2017/2018 and 2018/2019 financial years. To facilitate the project a specialist professional consultancy will be required to develop concepts and undertake detailed design of civil, landscaping and building elements. More specifically, the consultancy will be required to:-

1. Prepare Streetscape Design Guidelines for the Bundaberg CBD, which define the scope and staging of streetscape works across the Bundaberg CBD and establish a palette of finishes and landscape elements, including pavement, street furniture and plant species, etc.
2. Undertake preliminary streetscape design/concept design for the first stage of streetscape works covering the City Core, the extent of which is indicatively shown as Elements S1 and S2 on the attached site plan. This includes producing preliminary cost estimates.
3. Undertake detailed streetscape design (including civil, landscape, electrical and technological design components) for the first stage/s of streetscape works covering the City Core, the extent of which is indicatively shown as Elements S1 and S2 at Figure 1 below.

This includes producing Registered Professional Engineer of Queensland (RPEQ) certified construction drawings with supporting detailed cost estimates.

The works require the application and coordination of a broad range of professional skills to develop and design the conceptual elements of the project. Because of the complexity and diversity of this project, the consultant will need to have significant demonstrated experience in designing similar 'main street' revitalisation projects. The nature of the works are difficult to scope. For these reasons, it is recommended that it is in the public interest to undertake an Expression of Interest process prior to short-listing of suitable consultants for tendering.

Associated Person/Organization:

Council project

Consultation:

Portfolio Spokesperson: Mayor, Cr JM Dempsey

Divisional Councillor: Cr HL Blackburn

The Mayor and Cr Blackburn will represent Council on the Project Control Group.

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

Budget allocations and human resources will be needed for this project.

Risk Management Implications:

A Risk Management Plan will be developed as the project proceeds.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

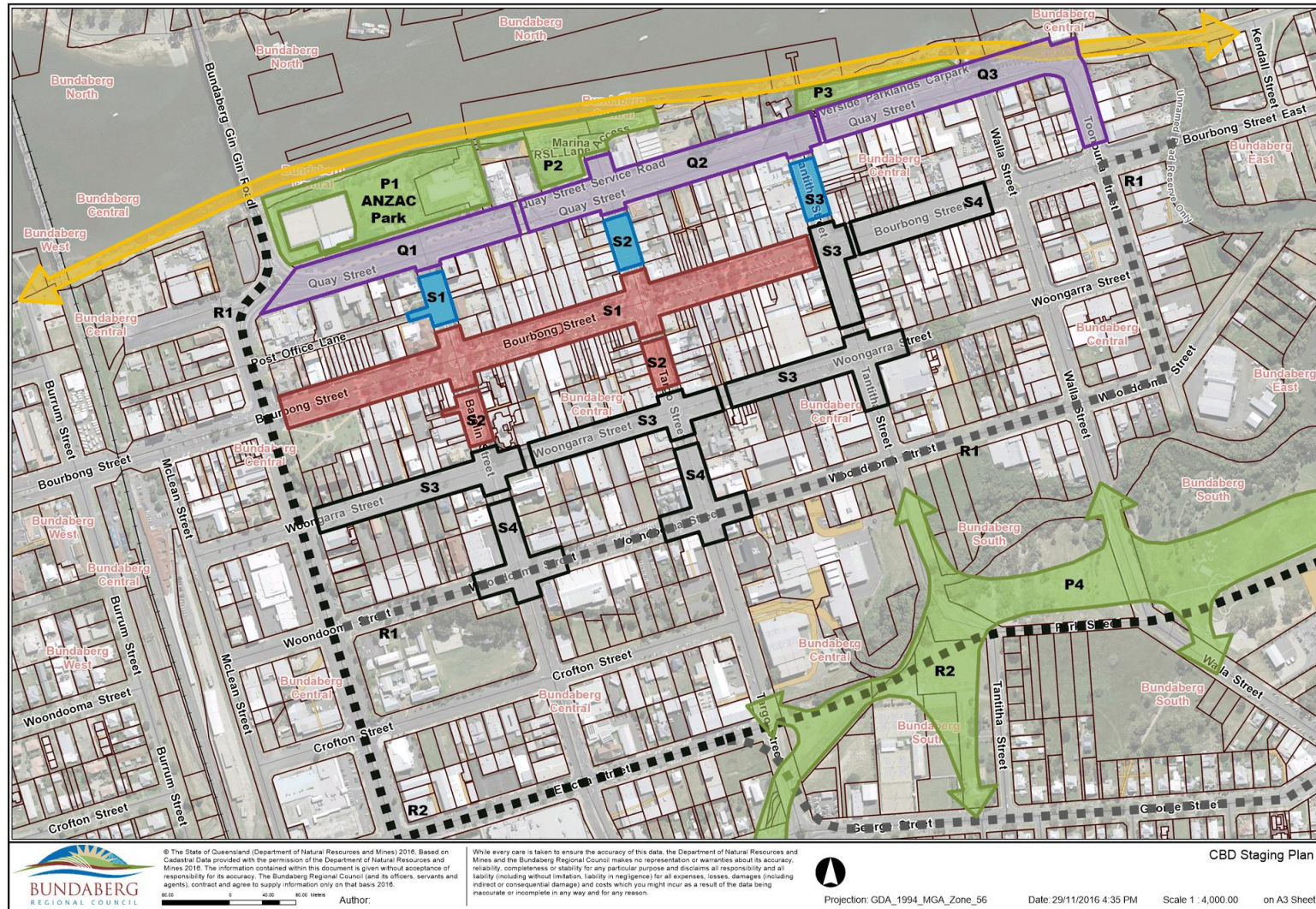
- Not required
- Required

Attachments:

- ↓1 CBD Redevelopment Staging

Recommendation:

That in accordance with the *Local Government Regulation 2012, Chapter 6, Part 3, Clause 228* - because of the complexity and diversity of the project, Expressions of Interest be called for the Bundaberg CBD Streetscape Design Guidelines and Detailed Drawings for Elements S1 and S2 as depicted on the site plan appended to this report.





Item

13 December 2016

Item Number:	File Number:	Part:
K1	321.2016.47063.1	DEVELOPMENT ASSESSMENT

Portfolio:

Infrastructure & Planning Services

Subject:

Buxton Road, Isis River - Reconfiguring a Lot - Boundary realignment - 4 Lots into 4 Lots

Report Author:

Gail Downie, Senior Planning Officer

Authorised by:

Michael Ellery, Group Manager Development

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Summary:

APPLICATION NO	321.2016.47063.1
PROPOSAL	Reconfiguring a Lot - Boundary realignment - 4 lots into 4 lots
APPLICANT	Bundaberg Regional Council
OWNER	Bundaberg Regional Council
PROPERTY DESCRIPTION	Lot 4 on RP182418, Lot 1 on RP216831, Lots 1 & 2 on RP24496
ADDRESS	Buxton Road, Howard Street & Refinery Street, Isis River
PLANNING SCHEME	Bundaberg Regional Council Planning Scheme 2015
ZONING	Rural Zone
OVERLAYS	SPP Biodiversity: Wetlands Values – MSES Regulated Vegetation (intersecting a watercourse); MSES Watercourse Buffer; MSES Wetlands buffer; MSES High Ecological Significance wetlands; Vegetation & Habitat – MSES Wildlife habitat & MSES Regulated vegetation SPP Bushfire hazard Area – Medium Potential Bushfire Intensity SPP Agricultural Land – Class B Steep land: BRC data Flood hazard: Non-urban creeks/overland flow SPP Coastal Protection: Coastal management district & Erosion Prone Areas Acid sulphate soils: Area 1 & 2
LEVEL OF ASSESSMENT	Code
SITE AREA	Lot 4: 125.444 hectares, Lot 1: 2.0234 hectares Lot 1: 2.3225 hectares Lot 2: 1.748 hectares

	Total: 131.42 hectares
CURRENT USE	Vacant rural land
PROPERLY MADE DATE	24 November 2016
STATUS	The decision period ends 20 days after receipt of the Concurrence Agency response
REFERRAL AGENCIES	Queensland Department of Infrastructure, Local Government & Planning – Coastal Management District
NO OF SUBMITTERS	Not applicable
PREVIOUS APPROVALS	Not applicable
SITE INSPECTION CONDUCTED	Aerial photographs were adequate to assess proposal
LEVEL OF DELEGATION	Level 3

1. INTRODUCTION

1.1 *Proposal*

This is a Development Application seeking approval of a Development Permit for a Reconfiguring of a Lot (4 lots into 4 lots) – Boundary Realignment against the Bundaberg Regional Council Planning Scheme 2015.

The proposal involves a four lots into four lots boundary realignment of Rural zoned lots to consolidate the majority of the land with Class B Agricultural Land Classification into one parcel (proposed Lot 1) and the remaining parcels in a consistent subdivision pattern which allows for the use of the rural land. The change to lot size is shown below.

Current Lot	Current Area	Proposed Lot	Proposed Area
Lot 4 RP182418	125.44Ha	Lot 1	40.1 Ha
Lot 1 RP24496	1.748Ha	Lot 2	25.4 Ha
Lot 1 RP216831	2.02Ha	Lot 3	27.0 Ha
Lot 2 RP24496	2.32Ha	Lot 4	38.7 Ha

The proposed configuration was developed with a number of natural and built features in mind. Proposed Lot 1 was designed to incorporate the agricultural land and most of the extent of non-urban creek overland flow and mapped watercourse buffer. The remainder of these mapped constraints were also considered in the logical placement of other boundaries for proposed Lots 2, 3 and 4.

The alignment of the boundaries in the north-south direction allowed for a regular subdivision pattern and for each lot to have river frontage, road frontage and the containment of other environmental constraints, such as wildlife habitat and steep land to the rear of the land, allowing ample unconstrained land to accommodate any dwellings or associated infrastructure. It is noted that regulated vegetation is mapped over what is considered the useable area, however a number of exemptions exist for clearing of vegetation for dwellings and other uses, particularly where the residual impact is less than 5 ha. Further, it is noted that the consolidation of land restricted by the coastal management district is an improvement to the current situation with multiple properties exposed to the risk.

There is one existing access driveway established approximately 730 metres from the Howard Street, Buxton Road intersection which is likely to be within proposed Lot 2. Given the rural locality of the subject site, no connection to infrastructure is necessary or possible. Access is possible to electricity and telecommunications for each lot.

1.2 Site Description

The site is located in the rural locality of Isis River/Isis Junction, set geographically approximately 9.7 km west of Buxton and 16.5 km south-west from Woodgate (direct line). The site is adjacent the Isis River, which further to the east forms the boundary of the Bundaberg Regional Council area with the Fraser Coast Regional Council.

One of the lots has frontage to Buxton Road, being the largest of the four lots, however, three remaining lots situated in the south-eastern corner are located on an unconstructed road reserve with no access and are close to the existing rail infrastructure, running north-south along the edge of the subject site. All of the lots are vacant, with a small structure and lease area of approximately 400 m² located on the eastern edge of the largest lot (lot 4).

A large proportion of the site to the east is relatively flat, particularly to the corner of Buxton Road with Howard Street. In the west of the site (existing Lot 4), an inlet from the Isis River creates a valley with a slope from approximately 25 metres AHD to 5-10 metres AHD. Another small inlet is located closer to the other 3 existing lots in the south-eastern corner and a steep riverbank exists along the majority of the full southern boundaries.

The site is surrounded by rural residential-type lots, with large rural lots on the opposite side of Buxton Road and further to the south. A number of the surrounding lots to the east and opposite the Isis River (which range from approximately 7 hectares to 12 hectares) are occupied by dwelling houses. Further to the east, approximately 3km from Buxton, the rural residential lots range in area between 2 hectares and 8 hectares. There is minimal cultivated agriculture occurring on the lots, with the majority being densely vegetated or under the ownership of Council. A small amount of cropping is apparent on a lot (40.1 hectares in size) to the west of the subject site.

2. ASSESSMENT PROVISIONS

2.1. Applicable Planning Scheme, Codes and Policies

The applicable local planning instruments for this application are:

Planning Scheme: Bundaberg Regional Council Planning Scheme

Applicable Codes:

- Rural zone
- Nuisance code
- Reconfiguring a lot code
- Transport and parking code
- Works, services and infrastructure code

Applicable Planning Scheme Policies:

- Planning scheme policy for development works

2.2 State Planning Instruments

The Bundaberg Regional Council Planning Scheme 2015 has been endorsed to reflect the state planning instruments.

3. ISSUES RELEVANT TO THE APPLICATION

The following significant issues have been identified in the assessment of the application:

Services

The subject lots do not have access to Council's reticulated sewerage system or reticulated water supply currently.

The lots do have access to connections for electricity infrastructure, although currently there are no formal uses (other than agricultural activities) which are connected to such infrastructure.

Lease Area

Existing Lot 4 on RP182418 is also burdened by a lease to the Howard Street side boundary – 400 square metres in area. This lease pertains to a lease between Council (Isis Shire) and the Australian Telecommunications Corporation (now Telstra) which commenced on 1 January 1991 and terminated on 31 December 2010. No application has been received by Council to extend the lease period.

Agricultural Land Overlay Code:

The proposal complies with the relevant aspects of this Code. No additional lots are proposed as part of the development and in particular, the proposed realignment does not alienate, fragment or diminish productivity of the Class B Agricultural Land Classification (ALC) land.

The proposed realignment with rural land consolidation allows for the opportunity for continued operation, viability and maintenance of existing infrastructure. This is demonstrated by the use of a lot of a similar size within 1.5 km of the development for small scale agriculture (cropping). The appropriate level of services are available to the resultant lots commensurate with a rural area and the rural landscape character of the zone is maintained and impact on scenic amenity minor.

There are currently no buffers from rural uses established on site as all of the surrounding uses are of a similar nature. It is likely that the establishment of any subsequent residential dwellings on this site will take adjoining uses into account.

Reconfiguring a Lot Code

The proposal configuration was developed with a number of natural and built features in mind. In addition to consolidating the best agricultural land into one lot, the largest lot, proposed Lot 1, was designed to incorporate much of the extent of non-urban creek overland flow and mapped watercourse buffer.

The remainder of these mapped constraints were also considered in the logical placement of other boundaries for proposed Lots 2, 3 and 4.

Whilst the proposed lots do not comply with the specific minimum lot size in the Code, three of the existing lots are also well below the minimum lot size and the proposed arrangement is an improvement to the existing situation by configuring the best

agricultural land into a useable parcel of land and the remainder into a size suitable for rural uses. The proposed lot layout continues the existing subdivision pattern within the area, particularly in terms of configuration and lot size, in keeping with the perceived community identity of this locality. In terms of efficiency, the current situation will be improved by the proposed realignment as currently three lots cannot gain practical access.

The development results in lots capable of providing suitable building envelopes, vehicular access, on-site services and private open space.

Landscaping Code

The proposed boundary realignment complies with the relevant provisions of this Code. Again, the large proportion of requirements are applicable in an urban or built form context, which is not appropriate in this instance.

Nuisance Code

The provisions of this Code are not relevant to the proposed development of realignment of boundaries. In particular, the proposed development will not create any additional environmental harm or nuisance in terms of noise, light, glare, dust, odour or other emissions to the surrounding area. The placement of boundaries has been considerate of any potential sensitive land uses.

There is a small potential for a conflict between any subsequent residential use established on proposed Lot 4 and the existing rail infrastructure in terms of noise and amenity. It is noted that the reduction in the number of lots included within the proximity of the rail infrastructure (from four lots to one) is a positive outcome of this proposed realignment.

Transport and Parking Code

The proposed boundary realignment complies with the applicable provisions of this Code. All lots are proposed to be accessed from Buxton Road.

Works, Services and Infrastructure Code

The proposed development does not increase the number of lots and therefore would not require additional infrastructure. The standard of infrastructure for each lot is commensurate with the rural locality and the needs of perceived users. The proposed boundary realignment development does not require any additional demand or connections to infrastructure than the existing situation, therefore upgrades, maintenance and impacts are negligible.

Agricultural Land Overlay Code

The proposed boundary realignment can comply with the relevant requirements of this Code. No additional lots will be created by this development and the proposed realignment does not alienate, fragment or diminish productivity of the Class B Agricultural Land Classification (ALC) land.

It is considered that the boundary realignment will facilitate lots that will allow the occupant to have direct connection with the surrounding agricultural activities and lot sizes are large enough to allow agricultural activities and/ or rural industry should it be desired. The proposed lot sizes are considered to be of a sufficient size to allow for continued agricultural viability, particularly given that use of pastures is the most likely

for this area and the demonstration of a cropping use a similar sized 40 hectare lot only 1.5 kilometres from the site.

The proposed boundary realignment demonstrates that the aggregate ALC Class B land resource is consolidated to maximise the utility of the land and provide the opportunity for better land management as one lot. There are no perceived land use conflicts between agricultural and residential uses as a result of the realignment - it will continue a similar manner to the existing activities.

Flood Hazard Overlay Code

The proposed boundary realignment can comply with the relevant requirements of this Code. The flood hazard will be predominantly contained within the largest lot. There are ample locations outside of the flood hazard area for the placement of buildings. The access to any lots is not impeded by a flood hazard and there are no modifications proposed to flood storage capacity or flood waters or likelihood to create offsite impacts.

Biodiversity Overlay Code

The proposed boundary realignment can comply with the relevant requirements of this code. The proposed development is not likely to cause significant impacts to areas of environment significance. There are no additional lots proposed and no structures or works proposed on the land.

The development does allow for additional lots than existing to front the watercourse, however the status-quo on public access is likely to be maintained. Currently there is no public access, given all the land is in private ownership and in a rural context. It is sensible to expect that the same level of access and edge effect will continue in this location.

There are no ecological corridors or habitats identified on the site, however in terms of regulated vegetation, there are no works proposed at this point. Any subsequent of the lots will be subject to additional assessment.

A property note will be included in the approval stipulating that all structures on the proposed lots are to be located outside of the mapped MSES Habitat areas.

Coastal Protection Overlay Code

This overlay is applicable given the location of some of the existing lots within the coastal management district. The proposed boundary realignment can comply with the relevant requirements of this code.

Conclusions

- The proposed development results in the consolidation of the vast majority of the site's good farming land (ACL Class B)
- The proposed realignment has been designed to be sympathetic to the existing constraints of the site, such as flooding and regulated vegetation.
- No existing structures will be impacted upon by the boundary realignment;
- The access to resultant lots is an improvement to the current situation, whereby practical access cannot be achieved to three of the four lots in the existing alignment on an unconstructed road;
- The resultant lots are 'fit for purpose'; and

- The allotments have the capacity for the relevant infrastructure to be connected where available.

The proposed realignment with rural land consolidation improves the opportunity for continued operation, viability and maintenance of existing rural activities in reasonably sized lots commensurate to the surrounding subdivision pattern, while improving a poor access issue for the majority of lots.

4. REFERRALS

4.1 Internal Referrals

Advice was received from the following internal departments:

Internal department	Referral Comments Received
Development Assessment - Engineering	26 November 2016

Any significant issues raised in the referrals have been included in section 3 of this report.

4.2 Referral Agency

Referral Agency responses were received from the following State agencies:

Agency	Concurrence/ Advice	Date Received	Conditions Yes/No
Department of Infrastructure, Local Government and Planning	Concurrence		

At the time of preparation of this report, the response had not been received. Council will be unable to decide the application until the response is received or the referral agency's assessment period expires.

5. PUBLIC NOTIFICATION

Not Applicable.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓1](#) Locality Plan
- [↓2](#) Site Plan
- [↓3](#) Proposed Plans
- [↓4](#) Concurrence Agency Response

Recommendation:

That Development Application 321.2016.47063.1 be determined as follows:

DESCRIPTION OF PROPOSAL

Reconfiguring of a Lot for Boundary Realignment - 4 lots into 4 lots

SUBJECT SITE

Buxton Road, Isis River, described as Lot 4 on RP182418, Lot 1 on RP216831, Lots 1 and 2 on RP24496

DECISION

Approved in full subject to conditions

The conditions of this approval are set out in **Schedule 1**. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

1. DETAILS OF APPROVAL

The following approvals are given:

	Sustainable Planning Regulation 2009, schedule 3 reference	Development Permit	Preliminary Approval
Reconfiguring a lot	Part 1, table 3, item 1	<input checked="" type="checkbox"/>	

Deemed Approval

Section 331 of the *Sustainable Planning Act 2009* (SPA) is not applicable to this decision.

2. PRELIMINARY APPROVAL AFFECTING THE PLANNING SCHEME

Not Applicable.

3. OTHER NECESSARY DEVELOPMENT PERMITS AND/OR COMPLIANCE PERMITS

Not Applicable

4. CODES FOR SELF ASSESSABLE DEVELOPMENT

The following codes must be complied with for self-assessable development related to the development approved.

The relevant codes identified in the:

- Bundaberg Regional Council Planning Scheme and Associated Planning Scheme Policies

5. DETAILS OF ANY COMPLIANCE ASSESSMENT REQUIRED FOR DOCUMENTS OR WORK IN RELATION TO THE DEVELOPMENT

Compliance assessment is required under chapter 6, part 10 of SPA for the following documents or works in relation to the development

Documents or works requiring compliance assessment	Matters or things against which the document or work must be assessed	Compliance assessor	When the request for compliance assessment must be made
Subdivision Plan	The matters or things listed in Schedule 19, Table 1 of the <i>Sustainable Planning Regulation 2009</i>	Bundaberg Regional Council	In the time stated in Schedule 19, Table 1 of the <i>Sustainable Planning Regulation 2009</i>

6. SUBMISSIONS

Not Applicable

7. CONFLICT WITH A RELEVANT INSTRUMENT AND REASONS FOR THE DECISION DESPITE THE CONFLICT

The assessment manager does not consider that the assessment manager’s decision conflicts with a relevant instrument.

8. REFERRAL AGENCY

The referral agency for this application is:

For an application involving	Name of referral agency	Advice agency or concurrence agency	Address
<p>Coastal Management District</p> <p>Schedule 7, Table 2, Item 14 of SP Regulation</p> <p>Reconfiguring a lot made assessable under schedule 3, part 1, table 3, item 1 if –</p> <p>(a) The land is situated completely or partly within a coastal management district; or</p> <p>(b) The reconfiguration is in connection with the construction of a canal</p>	<p>Department of Infrastructure, Local Government and Planning</p>	<p>Concurrence</p>	<p>State Assessment and Referral Agency (SARA)</p> <p>E: WBBSARA@dsdip.qld.gov.au</p> <p>P: PO Box 979</p> <p>Bundaberg Qld 4670</p>

9. APPROVED PLANS

The approved plans and/or documents for this development approval are listed in the following table:

Plan/Document number	Plan/Document name	Date
Drawing No. 123223 Rev A	Proposed Subdivision cancelling Lot 4 on RP182418, Lot 1 on RP216831, Lots 1 and 2 on RP24496	28 November 2016
Plan No. 47063-1A	All built structures must be located outside of the brown hatched area	28 November 2016

10. WHEN APPROVAL LAPSES IF DEVELOPMENT NOT STARTED

Pursuant to section 341 of the *Sustainable Planning Act 2009*, this approval will lapse two (2) years from the date that the approval takes effect unless the relevant period is extended pursuant to section 383.

11. REFUSAL DETAILS

Not Applicable

12. CONDITIONS ABOUT INFRASTRUCTURE

No conditions about Infrastructure have been imposed under Chapter 8 of the *Sustainable Planning Act 2009*.

SCHEDULE 1 CONDITIONS AND ADVICES IMPOSED BY THE ASSESSMENT MANAGER

PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER

General

1. Meet the full cost of all works and any other requirements associated with this development, unless specified in a particular condition.
2. Where there is any conflict between Conditions of this Decision Notice and details shown on the Approved Plans, the Conditions prevail.
3. Comply with all of the conditions of this Development permit prior to the submission of a Plan of Subdivision for compliance assessment and signing, unless otherwise stated within this notice.

Electricity, Street lighting and Telecommunications

4. Enter into an agreement with an approved electricity provider, to ensure that electricity will be available to each lot under standard tariff conditions and without further capital contributions. Provide evidence of such an agreement, along with associated bonding arrangements, to the Assessment Manager prior to the approval of the Plan of Subdivision.

Location of Future Structures

5. All dwellings and other structures must be located outside of any areas of State Environmental Significance (MSES) as shown on Plan No. 47063-1A dated 28 November 2016.

PART 1B – ADVICE NOTES

Rates and Charges

- A. In accordance with the *Sustainable Planning Act 2009*, all rates, charges or any expenses being a charge over the subject land under any Act must be paid prior to the Plan of Subdivision being endorsed by the Assessment Manager.

Property Notes

- B. Development Approval [321.2016.47063.1] – Sewerage

The following notation applies to all approved Lots:

This property is not serviced by the Council's reticulated sewerage network. Any future development on the lot must be provided with an on-site waste water treatment and effluent disposal system having a capacity sufficient for the use. The establishment of a waste water treatment and disposal system for the site requires a Compliance Permit to be obtained from Council under the *Plumbing and Drainage Act 2002*.

The system must be designed in accordance with the *Queensland Plumbing and Wastewater Code* (Department of State Development and Infrastructure & Planning, 2007) and Australian Standard AS/NZS1547: 2000 "*On-site Domestic Wastewater Management*".

- C. Development Approval [321.2016.47063.1] – Water

The following notation applies to all approved Lots:

This property is not serviced by the Council's reticulated water network. At the time of final Building Approval for a residential dwelling, the owner must provide a potable water supply through connection of the dwelling to a rainwater storage tank, or tanks, having a capacity of not less than 45,000 litres.

- D. Development Approval [321.2016.47063.1] – Driveways

The following notation applies to all approved Lots:

The driveway to the Lot:

- must be built to the standard specified in the *planning scheme policy for development works – driveways and access to developments*.
- must be constructed in accordance with Council's Policy FM-7-003 *Application to carry out works in, on, over or under Council owned and maintained property*.
- is used to provide the rural number (property address number). Please refer to Bundaberg Regional Council Policy FM-7-115 *Rural Number Application* for information on how to obtain a rural number for property.

For further information please contact the Road and Drainage Technical Officer for your area to obtain guidance on the appropriate driveway for the property and how to obtain a rural number.

- E. Development Approval [321.2016.47063.1] - Rural numbering.

The following notation applies to all approved Lots:

The location of the driveway is used to provide the rural number to the Lot (property address number). Please refer to Bundaberg Regional Council Policy FM-7-115 *Rural Number Application* for information on how to obtain a rural number for property.

For further information please contact the Road and Drainage Technical Officer for your area to obtain guidance on how to obtain a rural number.

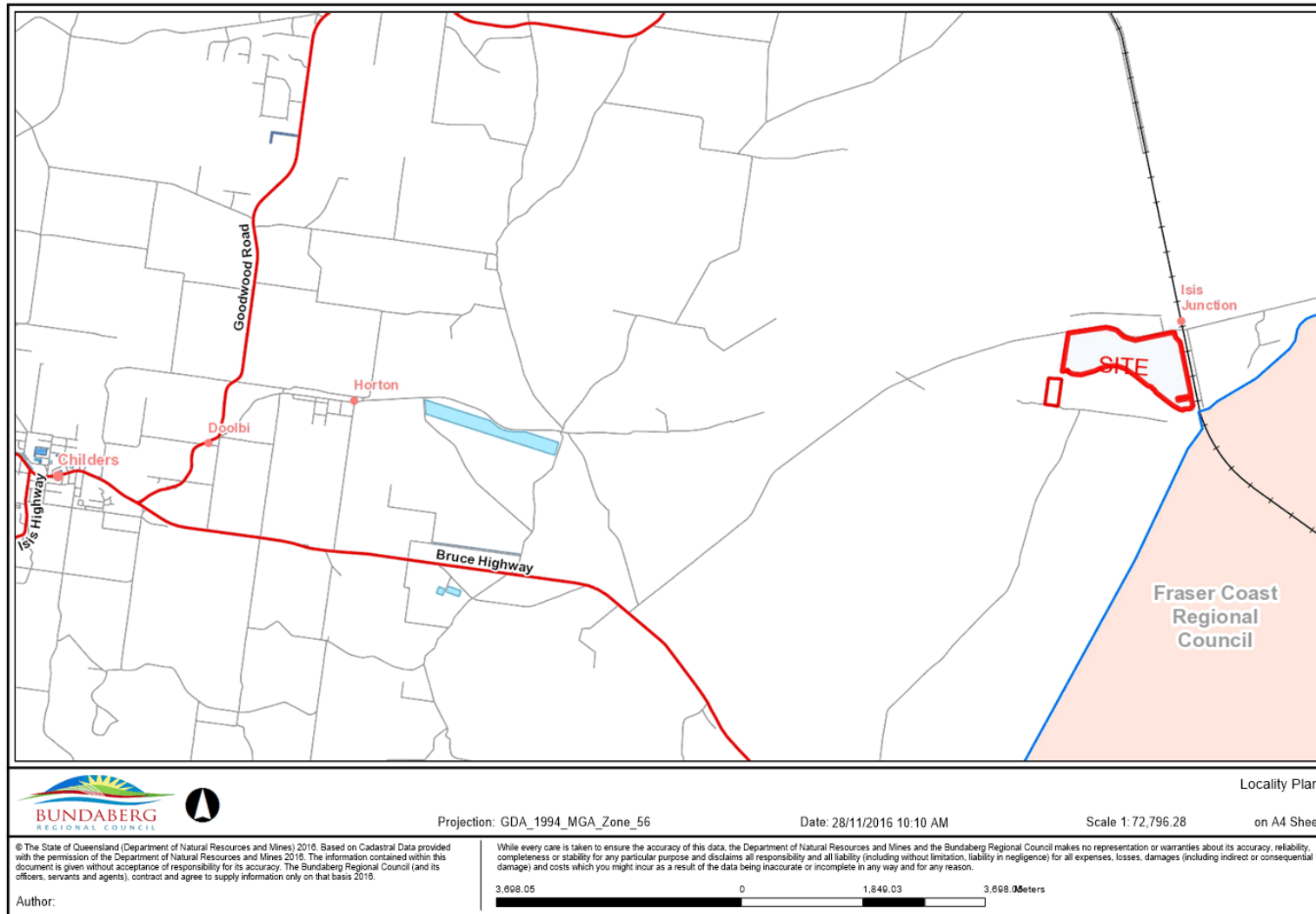
- F. Development Approval [321.2016.47063.1] – Structures to be located outside areas of State Environmental Significance:

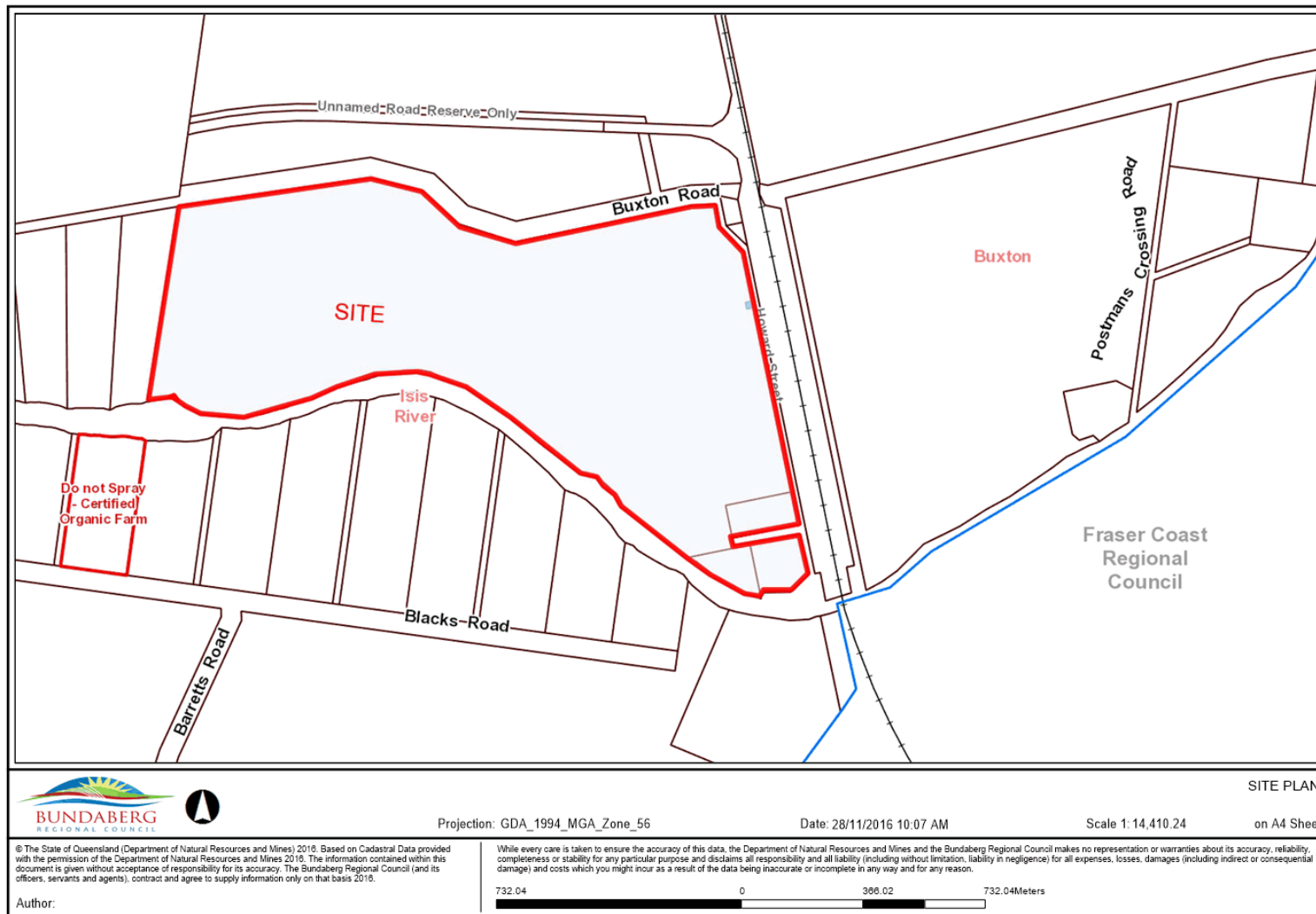
The following notation applies to all approved Lots:

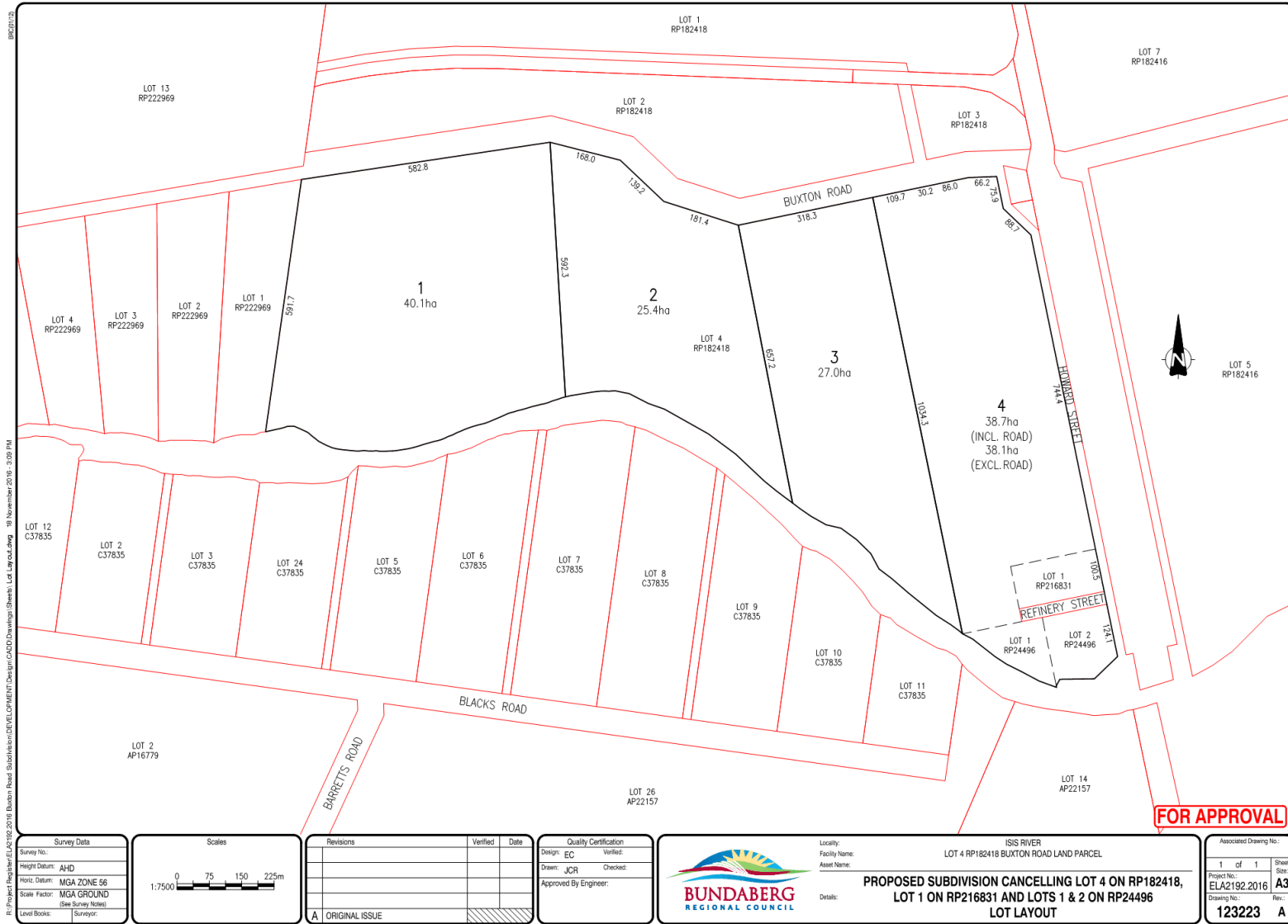
As required by Condition 5 of DA 321.2016.47063.1, all dwellings and other structures must be located outside of any areas of State Environmental Significance (MSES) as shown on Plan No. 47063-1A dated 28 November 2016.

PART 2—CONCURRENCE AGENCY CONDITIONS

The Queensland Department of Infrastructure, Local Government and Planning, by letter dated {insert date of response} (copy letter attached for information).

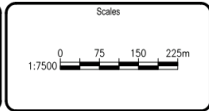






P:\16-10-16-Subdiv\16-10-16 Buxton Road Subdivision\DEVELOPMENT Design\CADD\Drawings\Sheets\Lot Layout.dwg 18 November 2016 3:02 PM

Survey Data	
Survey No.:	
Height Datum:	AHD
North Datum:	MGA ZONE 56
Scale Factor:	MGA GROUND (See Survey Notes)
Level Book:	Surveyor:



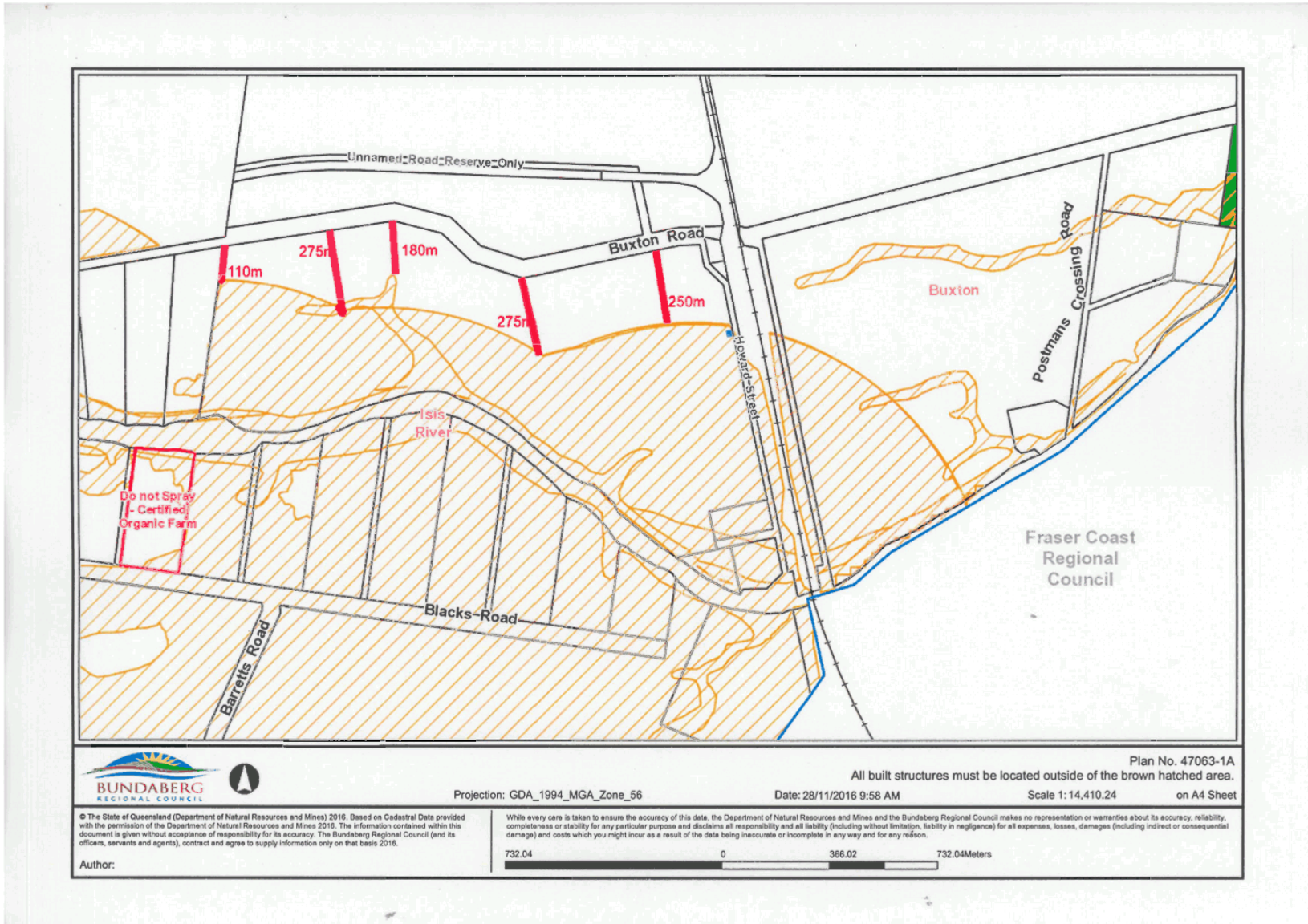
Revisions	Verified	Date
A	ORIGINAL ISSUE	

Quality Certification	
Design:	EC
Drawn:	JCR
Checked:	
Approved By Engineer:	

Locality: ISIS RIVER
 Facility Name: LOT 4 RP182418 BUXTON ROAD LAND PARCEL
 Asset Name:

**PROPOSED SUBDIVISION CANCELLING LOT 4 ON RP182418,
 LOT 1 ON RP216831 AND LOTS 1 & 2 ON RP24496
 LOT LAYOUT**

Associated Drawing No.:	
1 of 1	Sheet No.
ELA2192.2016	A3
123223	Rev.:





Item

13 December 2016

Item Number:	File Number:	Part:
K2	322.2016.45432.1	DEVELOPMENT ASSESSMENT

Portfolio:

Infrastructure & Planning Services

Subject:

3 Boundary Street, Bundaberg South - Material Change of Use for Office

Report Author:

Grant Barringer, Planning Officer

Authorised by:

Evan Fritz, Manager Strategic Planning

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Summary:

APPLICATION NO	322.2016.45432.1
PROPOSAL	Material Change of Use for Office
APPLICANT	V J Graham
OWNER	P & V Graham Properties Pty Ltd
PROPERTY DESCRIPTION	Lot 44 on RP13448
ADDRESS	3 Boundary Street, Bundaberg South
PLANNING SCHEME	Bundaberg Regional Council Planning Scheme 2015
ZONING	Low Density Residential Zone
OVERLAYS	Heritage and Neighbourhood character overlay
LEVEL OF ASSESSMENT	Impact Assessable
SITE AREA	1012 m ²
CURRENT USE	Dwelling House
PROPERLY MADE DATE	24 March 2016
STATUS	The 20 business day decision period ended on 16 June 2016 with additional information received by Council from the applicant on the 29 June 2016 responding to an outstanding matters letter.
REFERRAL AGENCIES	N/A
NO OF SUBMITTERS	Two properly made submissions were received during the public notification stage of the development application process.
PREVIOUS APPROVALS	Nil
SITE INSPECTION CONDUCTED	1 June 2016
LEVEL OF DELEGATION	Level 3

1. INTRODUCTION

1.1 Proposal

This is an application for a Development Permit for Material Change of Use to establish an Office Use (Accounting Firm), on the site. Currently the site is improved with a three bedroom dwelling house. The proposal includes internal fit out of the dwelling as is summarised below:-

- Porch and Entry of the dwelling house to remain the same with the addition of a disabled access ramp along the Northern side of the dwelling with a new entry to the porch in lieu of blockwork;
- The two bedrooms on the northern side of the dwelling are proposed to be used for Offices;
- The living room is proposed to be used for a reception and waiting room;
- The third bedroom on the southern side of the dwelling is a proposed storeroom with a new access from the proposed waiting room;
- Removal of the existing kitchen which is identified as a corridor on the proposal plans;
- Conversion of the existing bathroom and laundry areas to accommodate a unisex wheelchair accessible water closet and utility room; and
- The existing veranda at the rear of the dwelling is proposed as a covered area with the breeze block walls removed from the southern and western elevations of the area.

The applicant proposes to provide full-time employment (equivalent) for a maximum of five (5) employees between the hours of 9 am to 5.30 pm Monday - Friday inclusive and 9 am to 2 pm on Saturdays. The applicant prescribes that Saturday trade will likely be at a lower level than weekday trading given the reduced operating hours and reduced staff (normally to cater for demand however the applicant suggests 5 - 6 clients).

The applicant anticipates that there would be no more than eighteen (18) clients per day visiting the site, with a peak season for an accounting firm generally between July to September.

Plans supplied with the application show a total of five (5) car spaces at the rear of the building, accessed from Boundary Street via a six (6) metre crossover (at the property boundary) and reducing to four (4) metres internal to accommodate the proposed access ramp.

No pre-lodgement meetings were undertaken between the developer and council officers prior to submission of the proposal.

1.2 Site Description

The subject site is located on the western side of Boundary Street, Bundaberg South. The site is 1,012 m², is regular in shape and an approximate street frontage to Boundary Street of 20 metres.

The site is relatively level and gently falls west to east towards Boundary Street. Currently the site contains a dwelling house in the eastern part of the allotment.

The single storey dwelling house (approx 122 m²) has three bedrooms, living, kitchen, bathroom and separate toilet with a covered veranda at the rear of the dwelling.

Directly surrounding the site (north, west and south) is low density residential zoned allotments all with low density residential uses (dwelling houses) on each allotment. Land to the east, across the road from the site is low density residential land, all with single detached dwelling house on each lot. The site is approximately 45 metres to the south-west of existing, historical commercial zoned land (currently being operated as a coffee shop and next door a small 'Foodworks' convenience store. These properties are zoned Neighbourhood Centre under the Bundaberg Regional Planning Scheme 2015.

140 metres to the south of the site on the same side of Boundary Street is the Donemans Pool Centre business. Approximately 110 metres to the north of the site opposite the Boundary Street/Burnett Street roundabout is a small commercial tenancy accommodating a veterinary clinic and building company office. While this commercial building is relatively new, it is noted that the site was included in the Commercial zone under the Bundaberg City Plan and had a history of commercial use. These sites are also located in the Neighbourhood Centre Zone.

2. ASSESSMENT PROVISIONS

2.1. *Applicable Planning Scheme, Codes and Policies*

The applicable local planning instruments for this application are:

Planning Scheme: Bundaberg Regional Council Planning Scheme 2015

Applicable Codes:

- Low density residential zone;
- Heritage and Neighbourhood character overlay code;
- Business uses code;
- Landscaping code;
- Nuisance code;
- Transport and parking code;
- Works, services and infrastructure code.

Applicable Planning Scheme Policies:

- Planning scheme policy for the Heritage and Neighbourhood character overlay code;
- Planning scheme policy for development works;
- Planning scheme policy for waste management.

2.2 *State Planning Instruments*

The Bundaberg Regional Council Planning Scheme 2015 has been endorsed to reflect the state planning instruments.

3. ISSUES RELEVANT TO THE APPLICATION

Given the application is Impact Assessable under the planning scheme, the proposal has been assessed against the entire Scheme as required by Section 5.3.3(4)(b).

The following significant issues have been identified in the assessment of the application:-

Low Density Residential Zone Code

The proposed Office Use is assessable against the Low Density Residential Zone Code contained in the Planning Scheme. The purposes of the Low Density Residential Zone Code is to provide for predominately dwelling houses and dual occupancies which are supported by community uses and small scale services and facilities that cater for local residents.

The Low Density Residential Zone Code provides nine (9) performance outcomes that development is assessed against to determine compliance with the purpose of the code. Below are three outcomes that have been identified as a significant issue.

Residential Uses

Performance Outcome (PO) 1 of the code requires that development establishes a mix of predominately low density residential activities. As discussed, the proposed use seeks a scale and intensity of business activity [up to eighteen (18) clients per day and up to five (5) staff] that is significantly higher than uses such as Caretakers' accommodation, Dual Occupancies, Dwelling Houses and home based businesses regularly accommodated in the zone.

An information request and outstanding matters letter, prepared by the Development Assessment Team and dated 15 April 2016 and 15 June 2016 (respectively) sought comments from the applicant as to the proposed scale and intensity of the proposed Office Use in order to determine if a justified outcome against PO1 could be provided. The applicant's responses confirmed that the primary justification relates to re-use of the building, proximity of the site to the existing neighbourhood centre zone uses (Food works and adjacent Coffee shop at the nearby roundabout), site ownership, and suggested inability to purchase commercial zoned land. The applicant has also confirmed that the use is intended to represent a permanent conversion of this land to a business use rather than an interim use of land as a larger scaled home based business use.

Despite the assessing officers' requests, sound planning grounds to support the proposal has not been provided. Given the subject site is directly surrounded by low density residential zoned land (which is occupied by low density residential uses i.e. Dwelling Houses), it is the development assessment teams consideration that PO1 of the code has not been achieved.

Non- Residential Uses

The overall outcomes clearly identify that a range of limited non-residential uses may be established in the low density residential zone where such activities provide for the day-to day needs of the immediate residents and do not detract from the residential character of the locality.

PO2 of the code relates to non-residential uses and the ability for an assessment manager to consider uses in the low density residential zone. PO2(a) prescribes that non-residential uses are provided in suitable locations that directly support the day to day needs of the immediate residential community. The proposed office, its proposed staffing and patronage (scale) and its location do not represent an appropriate location to service the 'day-to-day needs' of the immediate residential community.

In considering the phrase *day-to-day* the development assessment team consider that an accountants office (or like uses under the *Office* definition) does not meet the definition of day-to-day:- ordinary; happening everyday [*Macquarie Dictionary- an Australian Achievement* (Macquarie Library Pty Ltd, 1981- P. 474)].

An 'Office' Use may be better described as a destination use rather than a local support use for immediate local residents and would regularly locate in an established commercial designation. The PO also contains the following note:

Such non-residential activities, include community uses, parks, sales offices, shops (limited to corner stores), utility installation (limited to local utilities) and home based businesses.

To highlight the performance outcome intent (specifically PO2) and purpose and overall outcomes (specifically s.6.2.1.2 (2)) of the code, a comparison of an office use with a corner store would serve as a good example of day-to-day services/ needs. A corner store provides a service that could be frequented on a daily basis for shopping needs by members of the public. A person visiting a corner store everyday would not ordinarily be unusual. An office (in this case an accountancy firm) however, visited by a member of the public daily/ as an ordinary part of their day may be described as rare or uncommon.

Giving weight to the PO note, an *Office* Use is not included or anticipated as a non-residential activity in the context of the performance outcome nor does the proposed use serves the day-to-day needs of the immediate residential community.

Amenity

PO7 of the code outlines that development ought to maintain high levels of residential amenity and avoids or mitigates potential adverse impacts. The PO identifies matters (among others) such as traffic and visual privacy impacts to consider when assessing the development.

Given the proposed development is surrounded by low density residential zoned land and respective uses, non-residential traffic generated by the proposed development has the potential to introduce new or additional impacts on the residential amenity of the area. The proposed development may produce (up to) a minimum of forty-six (46) vehicle movements on a business day (Mon- Fri). This number of vehicle movements is substantially higher than the expected trips created by an ordinary low density use (6-10 trips) and as such is considered by the development assessment team to represent a potential impact for surrounding land uses.

The applicant also proposes a maximum number of five (5) full-time (equivalent) employees and has nominated in the planning report that the maximum number of clients in anyone day would be eighteen (18). Given the prescribed working day is 9.00 am to 5.30 pm the development assessment team believe this figure (18) may represent a conservative maximum number of clients.

If this is the case, the proposed development would impose additional traffic and impacts to sensitive land uses surrounding the subject site.

Business Uses Code

The purpose of the Business Uses Code is to ensure that business uses and other centre activities are developed in a manner consistent with the Bundaberg Region Activity Centre Network and are of high quality design that appropriately responds to the local character and amenity considerations.

Activity centre role and function

PO1 of the code seeks business uses to locate in and, be considerably scaled and consistent with and reinforce the Bundaberg Region Activity Centre Network. The *Strategic Framework Map SFM-001 (Settlement pattern elements)* identifies an Activity Centre Network hierarchy, including Principal Activity Centre, Major Activity Centre, District Activity Centre, Local Activity Centre and Specialised Activity Centre locations. Insert 1 of the map (Bundaberg and Coastal Areas, provides a closer picture of the settlement pattern for the Bundaberg South location). A copy of the *Strategic Framework Map SFM-001* has been provided as an attachment with the site identified.

It is evident that the subject site is not located within an activity centre location and therefore the proposed development does not achieve compliance with PO1 of the code.

Further, no sound planning justification has been provided to support a business proposal of this type within a Low Density Residential Zone. The vibrancy and function of existing commercial centres exists in part due to the past and present land use planning controls which guide commercial activities into appropriately zoned areas. Further it is the Assessment Managers (Council) role to implement appropriate planning controls to maintain and enhance the vibrancy of existing and future centres.

Transport and Parking Code

Bundaberg Regional Council traffic counter location (BUN34) locates approximately 180 metres south on Boundary Street and measures the traffic between Walker Street and Burnett Street. The site is measured bi-annually and was last undertaken between 16 June and the 30 June 2016 (inclusive). The Daily average traffic generation was 8,629 vehicles.

The proposed use fronts a sub-arterial road (defined under table SC6.3.3.2.1.1 of the Bundaberg Regional Planning Scheme 2015). The purposes of a sub-arterial road is to connect arterial routes through and around major urban areas. One function of the sub-arterial road is to provide a linkage for traffic between arterial roads for through traffic and is characterised by ideally having no direct property access.

The proposed use likely seeks to attract patronage from outside the immediate residential community above and beyond regular low density residential traffic generation. In doing so, the proposed daily numbers of staff and clients may attract a minimum of forty-six (46) trips per day that would not ordinarily be accessed by Boundary Street. As discussed earlier the use has the capacity to attract more vehicle trips per day if the proposed client levels (prescribed as maximum eighteen (18)) are conservative or underestimated.

Onsite Car Parking

It is prescribed under PO1 of the Transport and Parking Code that development caters and ensures that the location, layout, on-site circulation and services areas are designed and delivered in a safe and efficient manner, that it does not unduly impact on the planned function, capacity, efficiency and operation of the adjacent and broader transport network, provides sufficient on-site parking to meet the needs of and anticipated demand generated by the development and limits conflicts with services, vehicles and pedestrians.

Although the proposed development has provided sufficient car parking spaces for the proposed gross floor area in accordance with table 9.4.5.3.3 (minimum on-site parking requirements) the likelihood for the use to require additional onsite car parking spaces beyond five (5) is high. The proposed use seeks to employ up to five (5) staff which in itself would propose a shortfall if all were able bodied (given one of the spaces is a dedicated disabled car park), individually drove and present at the premises.

The applicant identified that an anticipated maximum clientele figure of eighteen (18) persons would access the site at the peak of the use (July to September). Provided this figure as the number of working hours, 2.25 clients could attend the site per hour. It is also regular for these types of uses to have a wait time for the next appointment, impacting on the amount of car parking required.

It is the development assessment teams' consideration that although complying with the acceptable solution, the applicant has not proposed sufficient car parking for the intended intensity. A shortfall of up to five (5) car parks has been identified, i.e. one (1) additional car park for staff and four (4) car parks for clients, including overlapping clients (hence the waiting room within the proposed building layout). That being said, it is considered inappropriate to require an additional car park to make up for the dedicated disabled space.

Any approval of the proposed development should consider inclusion of a condition to require nine (9) car parks to be provided on-site.

Landscaping

The proposed development provides a 0.56 metre wide landscape strip to the north boundary for the length of the proposed driveway and carpark area. Given the proposed development is located within and surrounded by allotments under the low density residential zone, the code seeks to impose a minimum width of 1.5 metres to all side and rear boundaries within the subject site.

It is concluded by the development assessment team that the proposed 0.56 metre landscaping strip (northern boundary) does not achieve a compliant outcome with:-

- The acceptable outcome- AO1.4 (given the minimum landscape buffer outcome is 1.5 metres); and
- The applicable performance outcome (given that the proposed buffer is insufficiently wide to protect and enhance the amenity to surrounding low density residential uses).

It may also be interpreted that the northern landscape buffer is only 0.56 metres wide to cater for the commercial crossover and driveway (where most of the internal driveway along the building measures four (4) metres wide).

The proposed buffer may ordinarily be 1.5 metres if the constraint of the driveway wasn't limiting an acceptable onsite vehicle circulation outcome.

The proposed 0.56 wide landscaped buffer is insufficient to cater for an acceptable landscape buffer that limits the impacts of the proposed commercial use to the sensitive land use (two storey dwelling house) adjacent.

Advertising Devices Code

The application as lodged does not include an advertising device nor does the applicant provide commentary to the Advertising Devices Code.

Under table 5.8.1 of the Bundaberg Regional Planning Scheme an advertising device, by itself is self-assessable is:

(a) for a sign type described in the Advertising devices code other than one of the following:-

(i) above awning sign;

(ii) projecting sign;

(iii) roof sign;

(iv) roof-top sign; and

(b) not a third party advertising device;

OR

(c) an advertising device associated with a home based business.

If the proposed sign is associated with a Home Based Business then acceptable outcome 7 (AO7) of the code is the applicable assessment criteria.

If a proposed advertising device does not qualify for the above level of assessment the proposed device would trigger a code assessable application.

Given the application is for an Office (not a home based business) there would be limited ability for Council to restrict (beyond the acceptable outcomes of the advertising devices code) signs of a size ordinarily located in the Low Density Residential Zone.

AO2.1 of the code allows for a combined sign-face area of all advertising devices on a site to not exceed 0.8 m² of sign-face area per linear metre of the subject site street frontage. The site has a twenty (20) metre frontage equating to a maximum overall sign-face of sixteen square metres (16 m²).

As a comparison, the Home based business code prescribes a maximum sign face area of 0.5 m².

It is evident that a consequential outcome of approving an office use to locate and operate is the self-assessable development provisions allowing larger signage (up to 16 m² of total signage area) normally attributed to commercial and industrial zones, to be located in a low density residential area. This consequential land use outcome (and potential large sign/s) would be inconsistent with the prevailing character and amenity of the locality.

Strategic Framework

The purpose of the Strategic Framework is to set the policy direction for the planning scheme area and forms the basis for ensuring appropriate development occurs within the planning scheme area for the life of the planning scheme. The Strategic Framework lays out the policy direction for the planning scheme within eight themes, for which strategic and specific outcomes are specified to measure achievement of the theme.

Without repeating substantial portions of the Strategic Framework, a review of the proposal against the eight themes and associated strategic and specific outcomes demonstrate that the proposal is in conflict with the Strategic Framework.

Several key concepts of the settlement pattern theme and economic development theme have been identified that are conflicting with the proposed development. A summary list of the concepts from these themes are listed below.

Settlement pattern theme (concepts relevant to the proposal):

Key concepts:-

(b) New and consolidated urban areas focussed around regional and district activity centres have a compact and efficient urban form that maximises walkability and access to services and facilities.

(f) The activity centre network establishes a hierarchy of urban activity centres that are the focus for economic, employment, commercial and community activity at a range of scales that reflects their individual service catchment.

(j) Potentially incompatible land uses are separated or buffered to maximise, preserve, and protect the landscape, agricultural production capacity and amenity values of the region.

Economic development theme (concepts relevant to the proposal):

Key concepts:-

(a) A diversified regional economy.

(b) A network of well-designed, connected and accessible activity centres with complementary scales, roles and functions contributing to greater levels of employment and economic self-sufficiency for the Bundaberg Region.

(c) A variety of well-designed industry and enterprise areas that:-

(i) support regionally significant economic attractors and accommodate a range of general industry, science and technology, health, education and training activities; and

(ii) encourage the co-location and clustering of innovative and emerging industry sectors such as mining support services, aviation and food processing.

(f) Home based businesses that support localised small scale entrepreneurship.

(g) High quality infrastructure and transport networks that support economic development.

Consideration of conflict

- The proposal is in conflict with Strategic Outcome (f) of the Settlement Pattern theme in that the proposed use does not achieve protection of the region wide activity centre network strategy by proposing out of centre development;
- The proposed development is in conflict and would not support Specific Outcomes 3.3.7.1(a, b and f) of the Settlement Pattern theme (Activity centre network element (6) of the theme) in that the proposed development locates outside the identified Activity Centre network hierarchy, is not located in an area that would anticipate a commercial activity of this type nor is it located with appropriate proximity to existing district and local centres identified in Map SFM-001 of the planning scheme;
- The proposal does not support key concept 3.4 (b) of the Economic Development theme in that the proposed Office Use (Business Activity) in an area that is not within or adjacent to a centre on the *Strategic Framework SFM-002 (Economic development elements)* map;
- The proposed development is in conflict with Strategic Outcome 3.4.1(g)(i) of the Economic Development theme in that the proposed business activity is not located within or adjacent to an identified centre;
- The proposal is in conflict with specific outcome 3.4.2.1(a) of Element 1- Activity centres network in that the proposed use does not support the settlement pattern outcomes of Activity Centres and does not fit into any activity centre types. In fact, the applicant seeks to link the proposed use to a Neighbourhood Centre, which among other non-complying outcomes seeks to service day-to-day and top-up needs of the immediate residential catchment; and
- The proposed development is in conflict with specific outcome 3.4.2.1(c) in that the introduction of a business activity (Office) outside identified centre network locations (without justified economic needs assessment or an identified shortfall of tenure in appropriate locations) has the potential to erode the viability of centres.

Planning Need

Sufficient Grounds to Approve Despite Conflicts

The applicant has not demonstrated a need for the proposed office to locate within the low density residential zone given several commercial tenancies within the CBD precinct have been identified. A review by assessing officers of vacant commercial premises was undertaken in September 2016 and found that in an area bounded by Maryborough Street, Quay Street, Walla Street and Woongarra Street (some 12 street blocks) eighteen (18) commercial tenancies were visually for lease.

A review of the Barolin Street office precinct (MDRZ2) was also undertaken by assessing officers and found that of the fifty-five (55) properties, five (5) were vacant offices for lease, thirty-three (33) were Dwelling Houses/ Units and seventeen (17) were currently occupied by Commercial activities.

Given the above snapshots of part of the CBD precinct and the Barolin Street office precinct, it is evident that a shortfall of appropriately zoned land, located within suitable sites identified within the activity centre network does not exist.

As demonstrated above, the proposed development is in conflict with the Strategic Framework, Low Density Residential Zone Code, Business Uses Code and Landscaping Code. In considering an application that conflicts with the planning scheme, section 326 of the Decision Rules in SPA must be considered. It states:

326 Other decision rules

- (1) *The assessment manager's decision must not conflict with a relevant instrument unless—*
- (a) *the conflict is necessary to ensure the decision complies with a State planning regulatory provision; or*
 - (b) *there are sufficient grounds to justify the decision, despite the conflict; or*
 - (c) *the conflict arises because of a conflict between—*
 - (i) *2 or more relevant instruments of the same type, and the decision best achieves the purposes of the instruments; or*
Example of a conflict between relevant instruments—
a conflict between 2 State planning policies
 - (ii) *2 or more aspects of any 1 relevant instrument, and the decision best achieves the purposes of the instrument.*
Example of a conflict between aspects of a relevant instrument—
a conflict between 2 codes in a planning scheme
- (2) *In this section—*
- relevant instrument** *means a matter or thing mentioned in section 313(2) or 314(2), other than a State planning regulatory provision, against which code assessment or impact assessment is carried out.*

In considering this rule, it is noted that the Bundaberg Regional Council Planning Scheme 2015 is a relevant instrument for the purposes of this section. In considering then whether any of the exceptions to approving the development that is in conflict with the planning scheme, section 1(a) and(c) are not considered relevant, as the conflict does not arise as a result of a SPRP or a conflict between instruments. This leaves only item 1(b), and the test to be satisfied is that there are sufficient grounds to approve the development despite the identified conflicts with the planning scheme.

In considering this test, the State has issued *Statutory Guideline 5/09 – Sufficient Grounds for Decisions that Conflict with a Relevant Instrument*. In providing guidance to decision makers, the Guideline states:

*The term **grounds** is defined in the SPA to mean matters of public interest. It does not include considerations such as the personal circumstances of the applicant, the owner of the land or another interested party. Apart from defining the term grounds, the SPA does not provide any guidance about what grounds are **sufficient** for justifying a decision that may conflict with a relevant instrument.*

Although the term “sufficient” is not defined in SPA, the guideline has been prepared with previous case law around this matter in mind. The guideline further states that the following are considered to be sufficient grounds:-

- Relevant instrument is out of date;
- Relevant instrument is incorrect;
- Relevant instrument inadequately addresses development;
- Relevant instrument does not anticipate specific or particular development;
- Urgent need for the proposal.

On a review of the facts, it is considered that none of the above apply in this circumstance. Further, it is considered that there are not sufficient grounds to approve the development despite the identified conflicts because:

- The proposal has the potential to negatively impact on the pool of existing lawful office premises and appropriately zoned land for future demand;
- The proposal has the potential to negatively impact on surrounding lawfully established uses, including by way of traffic, amenity and character impacts;
- There is no overriding need to locate the proposed use on the subject land;
- There are numerous other providers of the same use that are located in more appropriate areas;
- The use can be located on other land that would not result in the same conflicts with the planning scheme; and
- Any community benefits that might arise from the development can still be realised if the use was located on different land more suitable for its use.

Out of Centre Development

In an effort to establish and effectively manage vibrant and vital centres within the region, Councils Planning Scheme discourages out of centre development in order to maintain the integrity and vibrancy of the defined centres network hierarchy. Out of centre commercial development is only to be supported where it is confirmed that there is an overwhelming need for the proposal and that there is insufficient land available for the use within an existing centre.

When requested to provide an economic justification as to why this use cannot or should not locate in an appropriately zoned commercial area, the applicant drew on the proximity of neighbourhood (commercial) zoned land to the north (Vet and Building Contractor Office) and north-east (local small scale convenience store and café) as factors that contribute to the proposed development complementing the locality. Although long established neighbourhood centre zoned businesses locate proximate to the site it is to be noted that the subject land and all adjoining land is low density residential land. In addition to the proximity of commercial uses to the site the further justification for the proposal received by the applicant is that the developer owns the property and cannot afford to locate to a commercial zoned centre. These justifications alone do not provide the overwhelming planning grounds to override a conflict with the planning scheme. The applicant has not demonstrated need for the proposed development at this “out-of-centre” in location.

The application’s identified conflicts with the applicable overlay, development codes and the Strategic Framework demonstrate an overt conflict with the Planning Scheme and compromise the achievement of its stated planning outcomes.

Public Notification

The following matters were raised by submitters:-

Grounds of Submissions		Considerations
1	<p><u>Scale of Proposed Use</u></p> <p>Of the two submissions received, both identified support for the proposed use and the scale and intensity of the proposed use, citing that at the proposed intensity, the use would not likely impose undue impacts to surrounding land uses.</p>	Noted.
2	<p><u>Outlook of use</u></p> <p>The proposed use would provide a positive outlook to the streetscape along Boundary Street given that the proposed office will utilise the existing dwelling and not propose additional external building to the frontage of the site, beside cosmetic outcomes.</p>	Noted
3	<p><u>Location of proposed driveway and car park</u></p> <p>The proposed driveway along the northern boundary is a preferred siting for the driveway as existing mature vegetation existing within 1 Boundary Street. This vegetation will improve buffering outcomes to the residential dwelling on 1 Boundary Street and the proposed use.</p>	Noted
4	<p><u>Proximity to existing commercial uses</u></p> <p>The subject site is located in close proximity to existing commercial uses. The establishment of the proposed use will have a positive contribution on the existing businesses and likely have a positive impact on local property values.</p>	Existing commercial uses exist at 16-18 Boundary Street, Bundaberg South, around the corner on the North- West side of the Walla St/ Burnett Street roundabout and at 19 Boundary Street. These uses are established business that are all currently zoned <i>neighbourhood centre zone</i> under the <i>Bundaberg regional Planning Scheme 2015</i> , largely servicing local day-to-day requirements.

4. REFERRALS

4.1 Internal Referrals

Advice was received from the following internal departments:-

Internal department	Referral Comments Received
Water and Wastewater	16 June 2016
Strategic Planning	18 May 2016

Any significant issues raised in the referrals have been included in section 3 of this report.

4.2 Referral Agency

Not Applicable

5. PUBLIC NOTIFICATION

Pursuant to the *Sustainable Planning Act 2009*, this application was advertised for 15 business days from 20 April 2016 until 16 May 2016. The Applicant submitted documentation on 17 May 2016 advising that public notification had been carried out in accordance with the *Sustainable Planning Act 2009*. Council received two (2) submissions in relation to this development application during this period. Any significant issues raised have been included in section 3 of this report.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
 Required

Attachments:

- ↓1 Locality Plan
- ↓2 Site Plan
- ↓3 Proposal Plans
- ↓4 Strategy Framework Maps (highlighting the settlement pattern elements)

Recommendation:

That Development Application 322.2016.45432.1 be determined as follows:

DESCRIPTION OF PROPOSAL

Development Permit for Material Change of Use for Office (Accounting Firm)

SUBJECT SITE

3 Boundary Street, Bundaberg South, described as Lot 44 on RP13448

DECISION

- Refused

1. REFERRAL AGENCY

Not Applicable

2. REFUSAL DETAILS

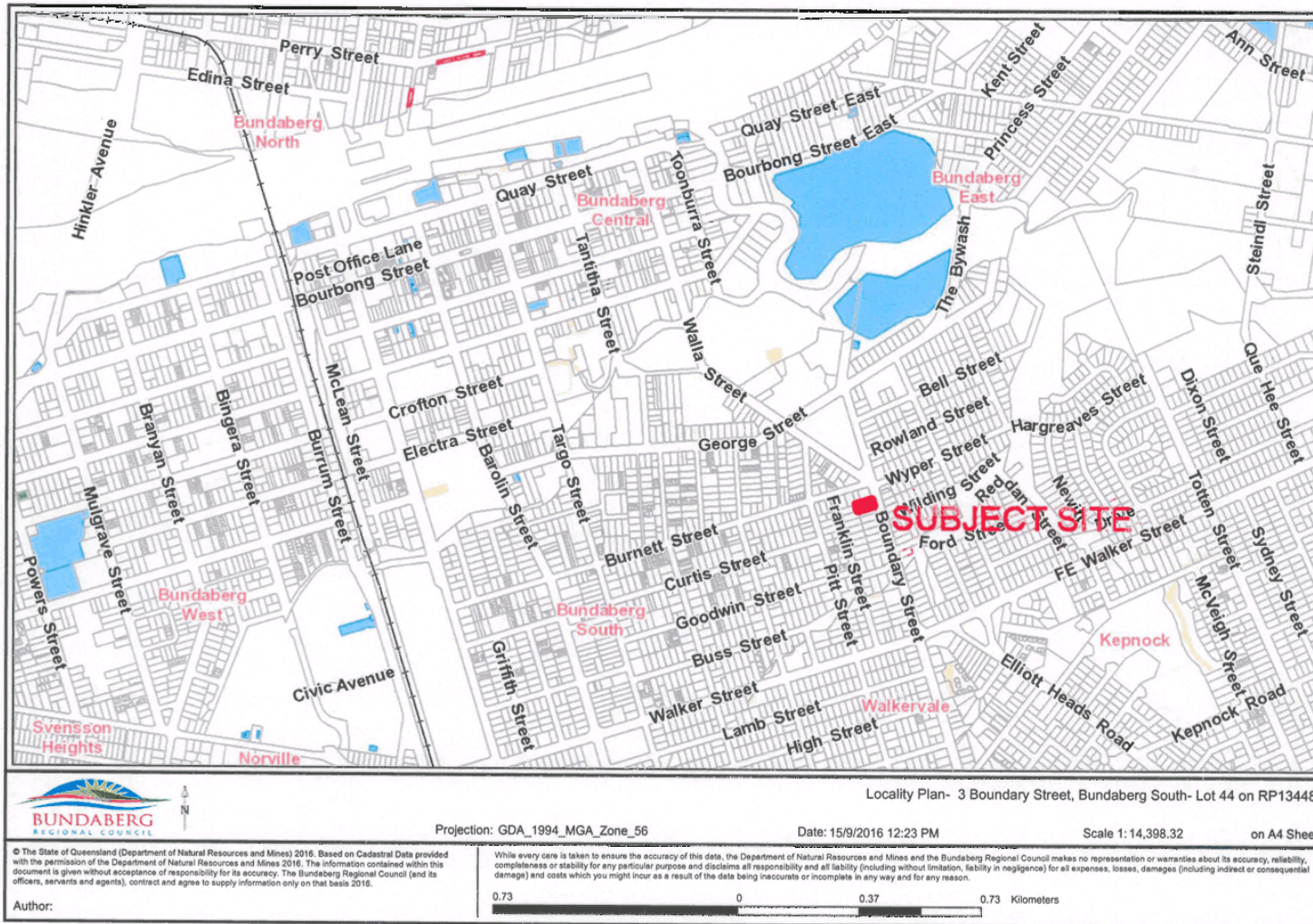
Direction to refuse

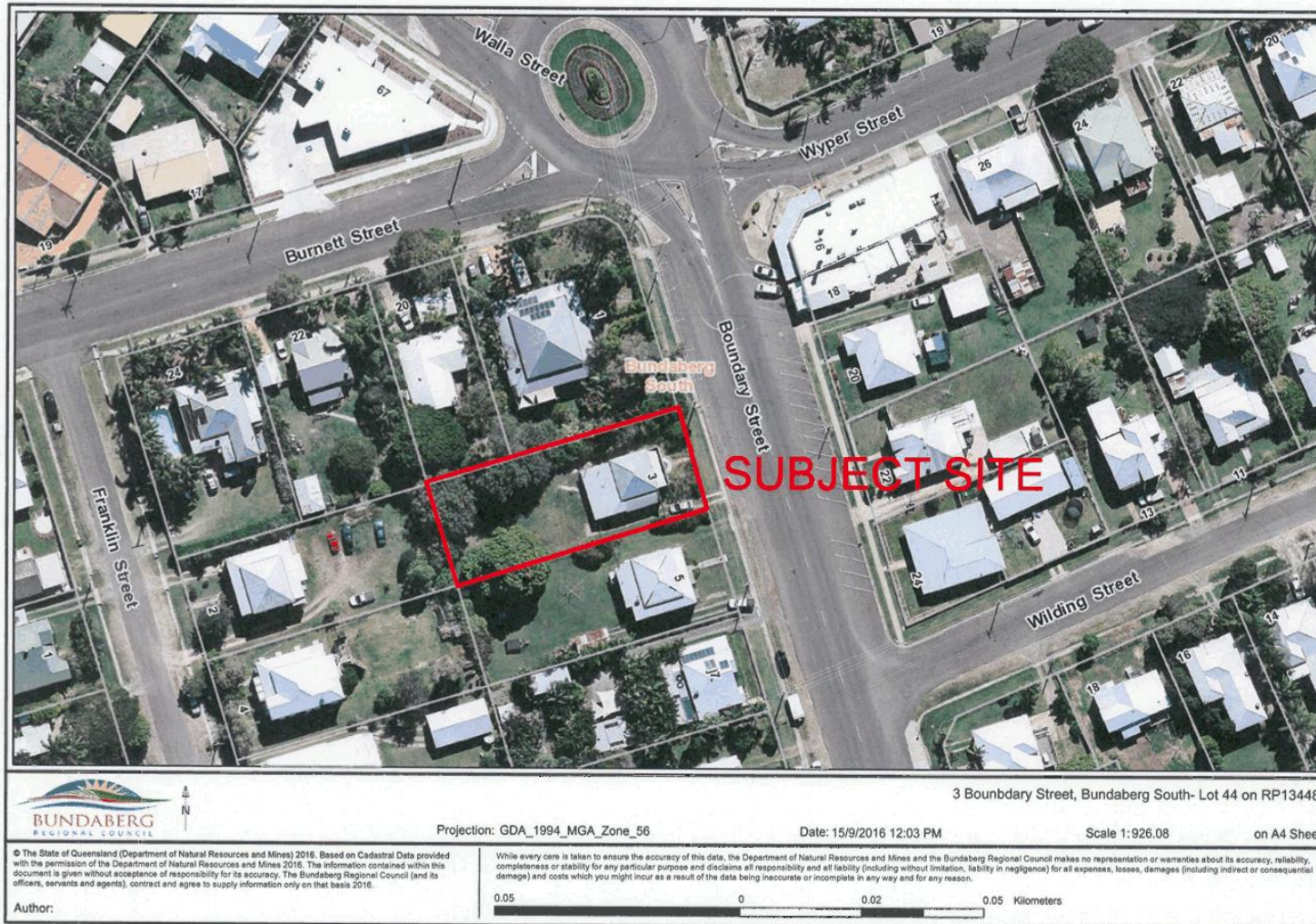
- The assessment manager was not directed to refuse the application by a concurrence agency

Reasons for Refusal

1. The development is in substantial conflict with the Low Density Residential Zone Code and the Business Use Code given:-
 - a. The proposed use does not meet the intent of the Codes;

- b. The proposal would increase and have unreasonable impacts on the low density residential uses established adjacent and proximate to the subject site;
 - c. The proposed use is inconsistent and incompatible with the surrounding land uses; and
 - d. The proposal undermines the Activity Centre strategy (a key performance indicator of the Codes) of the Council Planning Scheme).
2. The applicant has failed to provide sufficient information to fully assess all aspects of the development, including economic justification demonstrating a need for the proposed commercial development in the Low Density Residential Zone.
3. The proposed development is in conflict with the Strategic Framework of the Bundaberg Regional Council Planning Scheme, in particular:-
 - a. The Settlement Pattern Theme; and
 - b. The Economic Development Theme.
4. There are not sufficient grounds to approve the development despite the identified conflicts with the Bundaberg Regional Council Planning Scheme 2015.







LOCALITY PLAN
SCALE 1:500

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		ISSUE	FOR INFORMATION NOT FOR CONSTRUCTION	17/03/16	BG	CLIENT VIKKI GRAHAM & ACCOUNTANTS	TITLE LOCALITY PLAN	BCA CLASS 5	PROJECT NO. 160207	DRAWING NO. DA01	FEB 2016 DRAWN BG CHECKED TL REVISION *

PROPERTY DESCRIPTION:

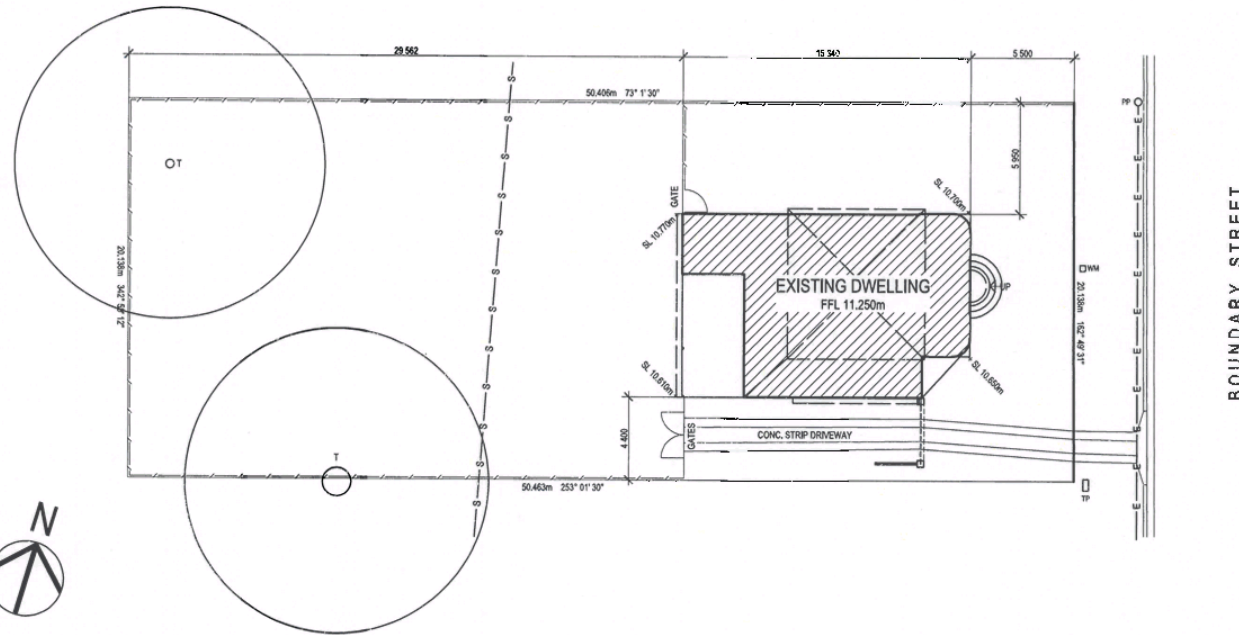
LOT 44 ON RP13448
 LOCALITY OF BUNDABERG
 BUNDABERG REGIONAL COUNCIL
 SITE AREA - 1 012m²

ABBREVIATION LEGEND:

- FENCE
- E — ELECTRICAL LINE
- S — SEWER LINE
- FFL FINISHED FLOOR LEVEL
- PP POWER POLE
- SL SURFACE LEVEL
- T TREE
- TP TELECOM PIT
- WM WATER METER

GENERAL NOTES:

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3. LOCATION OF EXISTING UNDERGROUND SERVICES TO BE CONFIRMED BY BUILDER PRIOR TO COMMENCEMENT OF ANY SITE WORKS



EXISTING SITE PLAN
 SCALE 1:200

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		CLIENT VIKKI GRAHAM & ACCOUNTANTS	TITLE EXISTING SITE PLAN	BCA CLASS 5	PROJECT NO. 160207	DRAWING NO. DA02	REVISION *
ISSUE FOR INFORMATION NOT FOR CONSTRUCTION	REV * ORIGINAL	DATE 17/03/16	BY BG				

PROPERTY DESCRIPTION:

LOT 44 ON RP13448
 PARISH OF BUNDABERG
 COUNTY OF BUNDABERG REGIONAL COUNCIL
 SITE AREA - 1 012m²

ABBREVIATION LEGEND:

- X-E — EXISTING ELECTRICAL LINE
- K-R — EXISTING SEWER LINE
- — NEW 1.8m HIGH FENCE - TO REPLACE EXISTING
- B BOLLARD
- FRL FINISHED FLOOR LEVEL
- JPP EXISTING POWER POLE
- JSL EXISTING SURFACE LEVEL
- XT EXISTING TREE
- XTP EXISTING TELECOM PIT
- XWM EXISTING WATER METER

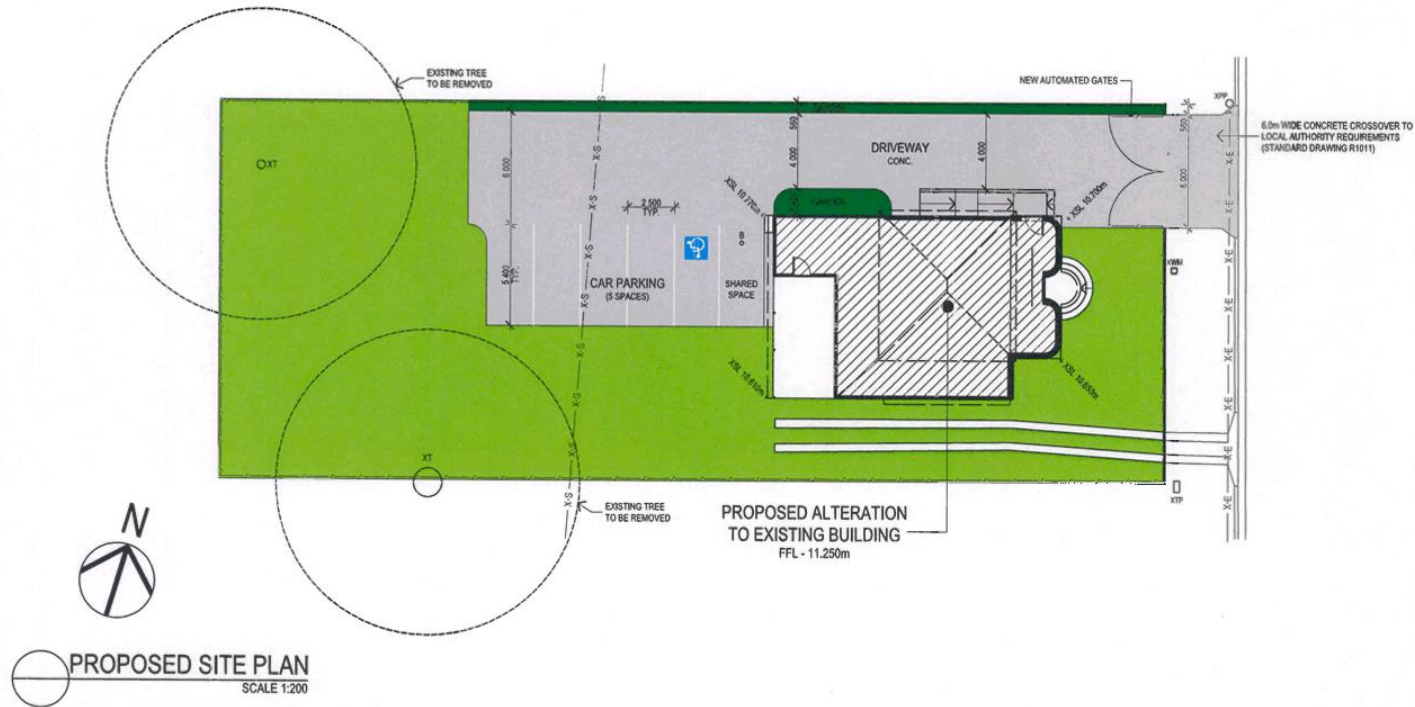
PLANNING SCHEME PROVISIONS:

ZONE - LOW DENSITY RESIDENTIAL
 PROPOSED DEFINED USE - OFFICE

SITE AREA - 1 012m²
 PROPOSED SITE COVER - 143.54m² (14.2%)

PROPOSED GROSS FLOOR AREA (G.F.A.) - 143.54m²
 (GROUND FLOOR - 122.09m²)
 (VERANDAH - 21.45m²)

CAR PARKING CALCULATIONS OF G.F.A.
 (1 / 30m² - OFFICES, ALLOW 143.54m² ÷ 5)
 TOTAL CAR PARKING SPACES REQUIRED - 5
 TOTAL CAR PARKING SPACES PROVIDED - 5



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		ORIGINAL 17/03/16 BG											

BUILDING AREAS:

ENCLOSED	101.695m ²
VERANDAH	21.450m ²
PORCH	20.391m ²
TOTAL	143.536m²

WALL LEGEND:
(REFER PLAN FOR THICKNESSES)

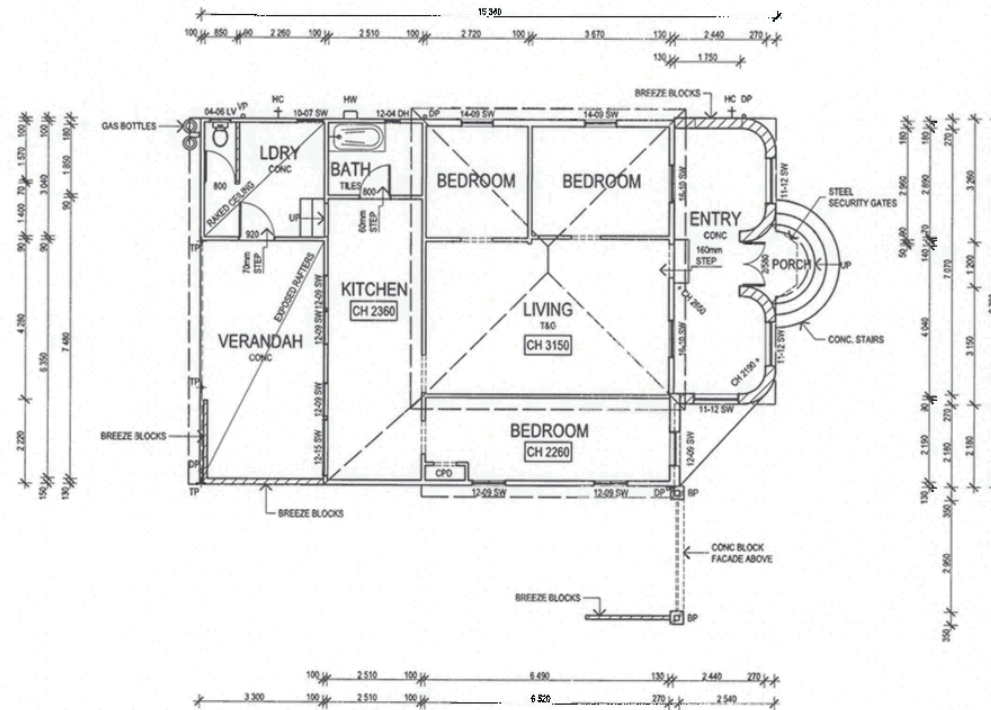
	CONCRETE BLOCKWORK WALL - RENDEROED & PAINT FINISH BOTH SIDES
	EXTERNAL TIMBER STUD FRAMED WALL - SELECTED CLADDING (REFER ELEVATIONS) - WALL LINING, PAINT FINISH
	INTERNAL TIMBER STUD FRAMED WALL - WALL LINING BOTH SIDES, PAINT FINISH
	UNCONFIRMED WALL CONSTRUCTION

ABBREVIATION LEGEND:

BP	BRICK PIER
CH	CEILING HEIGHT
CONC	CONCRETE
CPD	CUPBOARD
DH	DOOR HUNG WINDOW
DP	DOWN PIPE
HC	HOSE COCK
HW	GAS HOT WATER SYSTEM
LVR	LOUVERED WINDOW
SW	SLIDING WINDOW
T&G	TONGUE & GROOVE FLOORING
TP	TIMBER POST
VP	VENT PIPE

GENERAL NOTES:

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EXISTING FLOOR PLAN
SCALE 1:100

FOR INFORMATION NOT FOR CONSTRUCTION	
REVISION	DATE BY
1	ORIGINAL 17/03/16 BG

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UDA
building designers
association of
queensland inc.

**PROPOSED CONVERSION OF
RESIDENCE TO OFFICES**

CLIENT
**VIKKI GRAHAM &
ACCOUNTANTS**

LOCATION
**3 BOUNDARY STREET
BUNDEBERG, QLD**

TITLE
EXISTING FLOOR PLAN

PAGE SIZE	SCALE	START DATE	DESIGNED
A3	1:100	FEB 2016	TL
BCA CLASS	PROJECT NO.	DRAWING NO.	CHECKED
5	160207	DA04	TL
			REVISION
			*

BUILDING AREAS:

ENCLOSED	101.695m ²
VERANDAH	21.450m ²
PORCH	20.391m ²
TOTAL	143.536m²

WALL LEGEND:
(REFER PLAN FOR THICKNESSES)

— EXISTING WALL TO REMAIN

— INTERNAL TIMBER STUD FRAMED WALL
- 10mm PLASTERBOARD LINING BOTH SIDES, PAINT FINISH

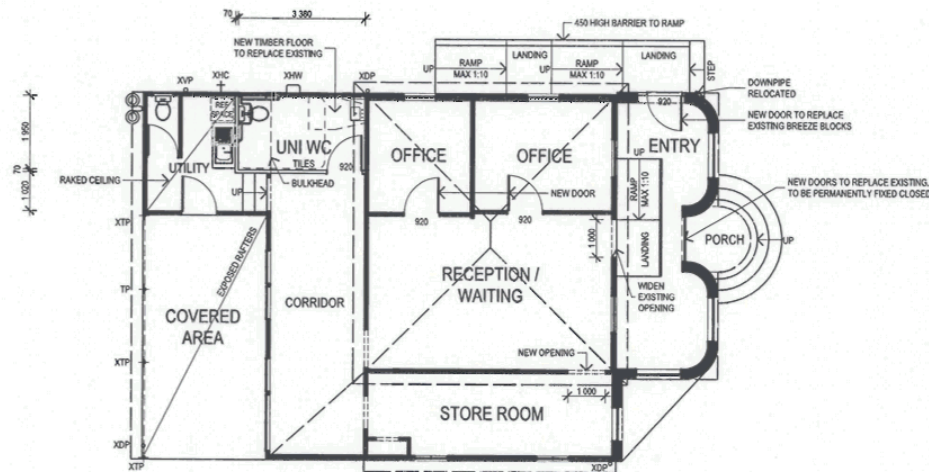
NOTE:
SUBSTITUTE PLASTERBOARD FOR 6mm VILLABOARD LINING TO WET AREAS

ABBREVIATION LEGEND:

TP TIMBER POST
XDP EXISTING DOWN PIPE
XHC EXISTING HOSE COCK
XHW GAS HOT WATER SYSTEM
XTP EXISTING TIMBER POST
XVP EXISTING VENT PIPE

GENERAL NOTES:

1. ALL DIMENSIONS TO BE VERIFIED ON SITE



PROPOSED FLOOR PLAN
SCALE 1:100



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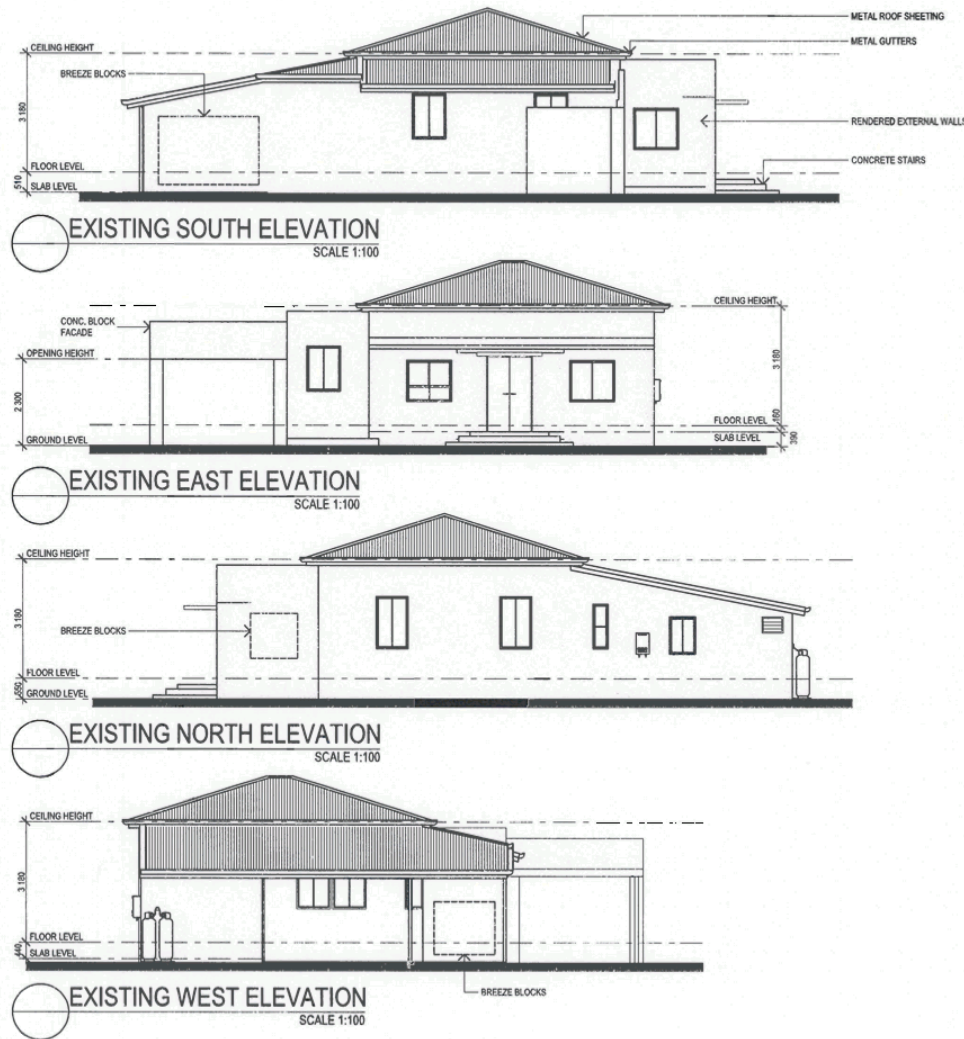
**PROPOSED CONVERSION OF
RESIDENCE TO OFFICES**

CLIENT
**VIKKI GRAHAM &
ACCOUNTANTS**

LOCATION
**3 BOUNDARY STREET
BUNDABERG, QLD**

TITLE
PROPOSED FLOOR PLAN

PAGE SIZE	SCALE	START DATE	DESIGNED
A3	1:100	FEB 2016	TL
BCA CLASS	PROJECT NO.	DRAWING NO.	CHECKED
5	160207	DA05	TL
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ISSUE

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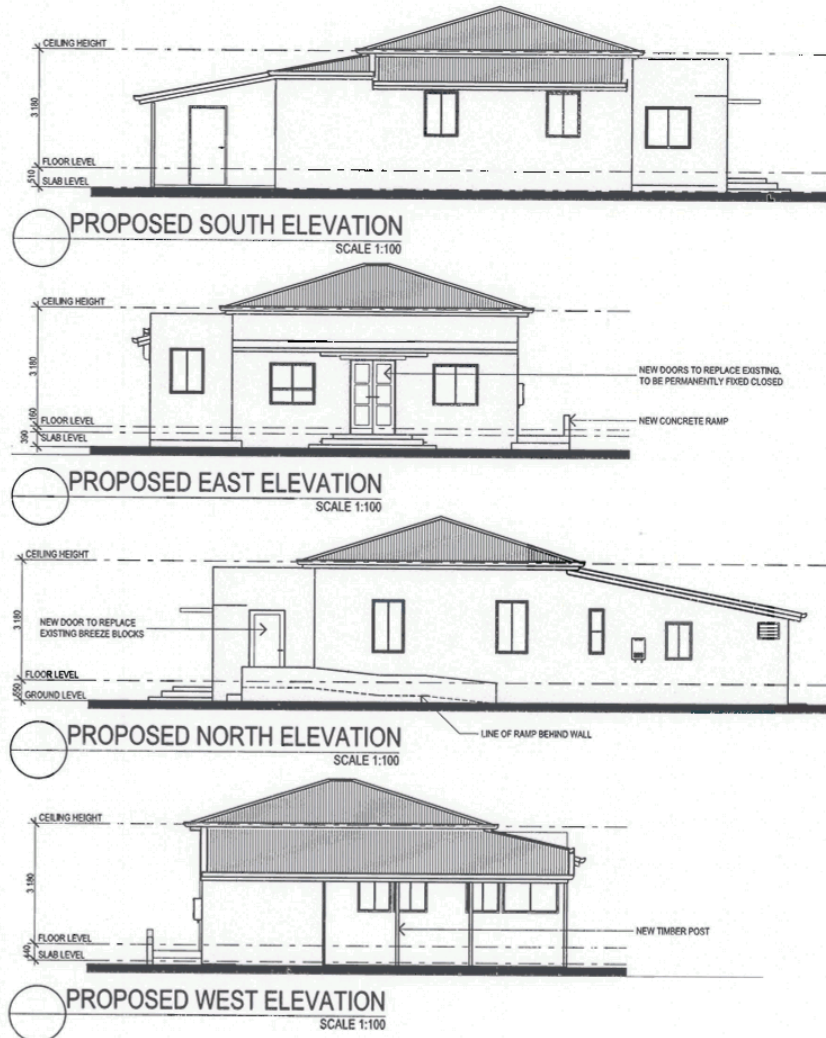
PROJECT
**PROPOSED CONVERSION OF
RESIDENCE TO OFFICES**

CLIENT
**VIKKI GRAHAM &
ACCOUNTANTS**

LOCATION
**3 BOUNDARY STREET
BUNDBERG, QLD**

TITLE
EXISTING ELEVATIONS

PAGE SIZE	SCALE	START DATE	DESIGNED
A3	1:100	FEB 2016	TL
		DRAWN	CHECKED
		BG	TL
BCA CLASS	PROJECT NO.	DRAWING NO.	REVISION
5	160207	DA06	*



GENERAL NOTES:

1. ALL DIMENSIONS TO BE VERIFIED ON SITE

REV	DESCRIPTION	DATE	BY
*	ORIGINAL	17/03/16	BG

ISSUE

**FOR INFORMATION
NOT FOR CONSTRUCTION**

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PROJECT

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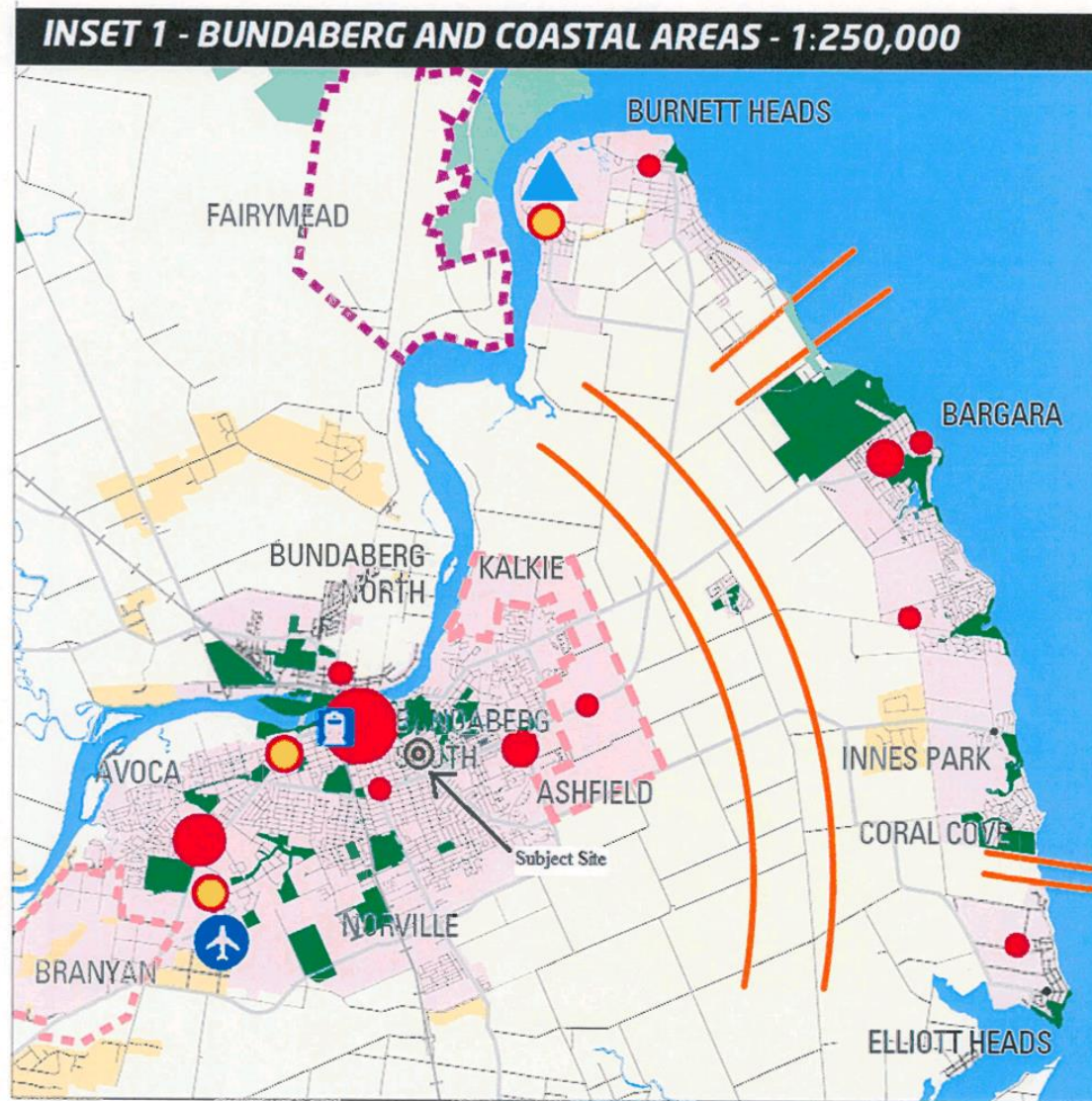
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A3	1:100	FEB 2016	TL
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BCA CLASS	PROJECT NO.	DRAWING NO.	REVISION
5	160207	DA07	*





Item

13 December 2016

Item Number:	File Number:	Part:
K3	321.2016.46585.1	DEVELOPMENT ASSESSMENT

Portfolio:

Infrastructure & Planning Services

Subject:

8 River Terrace, Millbank - Reconfiguring a Lot for Subdivision (1 Lot into 2 Lots)

Report Author:

Merinda Honor, Planning Officer

Authorised by:

Michael Ellery, Group Manager Development

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Summary:

APPLICATION NO	321.2016.46585.1
PROPOSAL	Reconfiguring a Lot for Subdivision (1 Lot into 2 Lots)
APPLICANT	H82W8 Pty Ltd
OWNER	H82W8 Pty Ltd
PROPERTY DESCRIPTION	Lot 13 on RP13414
ADDRESS	8 River Terrace, Millbank
PLANNING SCHEME	Bundaberg Regional Council Planning Scheme 2015
ZONING	Low Density Residential Zone
OVERLAYS	Nil
LEVEL OF ASSESSMENT	Impact
SITE AREA	1,012 m ²
CURRENT USE	Residential Dwelling
PROPERLY MADE DATE	16 September 2016
STATUS	The 20 business day decision period ends on 23 November 2016
REFERRAL AGENCIES	N/A
NO OF SUBMITTERS	Five (5)
PREVIOUS APPROVALS	Nil
SITE INSPECTION CONDUCTED	27 September 2016
LEVEL OF DELEGATION	Level 3

1. INTRODUCTION

1.1 Proposal

The Applicant is seeking approval for Reconfiguring a Lot for Subdivision (1 lot into 2 lots). The proposed development is as follows:

Proposed Lot	Area	Frontage
1	420 m ²	16.117 metres to River Terrace
2 (rear lot)	590 m ² (482 m ² excluding access handle of 108 m ²)	4 metres to River Terrace

Proposed Lot 1 is to retain the existing dwelling house, with Lot 2 to contain a second dwelling which is currently under construction. The four (4) metre wide access handle to proposed Lot 2 is to be located on the western side of proposed Lot 1. Subdivision of the land aims to provide the opportunity for a “secondary dwelling” to be established in association with the dwelling house on the rear lot (proposed Lot 2).

1.2 Site Description

The subject site is described as Lot 13 on RP13414 with an area of 1,012 m². The property has a frontage of 20.117 metres to River Terrace. The site is improved with a dwelling house located in the northern portion and second dwelling currently under construction in the south portion of the site. A sewer line traverses east-west through the centre of the site.

The property is adjoined to the east, south and west by 1,012 m² low density residential zoned lots containing single detached residential dwellings and ancillary buildings (shed). Blue Care Allied Health and nursing home (Pioneer Memorial Home for Aged) is located on the northern side (opposite side) of River Terrace.

Aside from the nursing home and unit accommodation opposite the land, the surrounding area is predominantly low density residential zoned lots. It is noted that historically a number of small lots (510m² or less) have been created in proximity to the site including:

- 501 m² lot at 343 Bourbong Street, a corner property 85 metres from the site;
- 508 m² lot at 2A River Terrace, 65 metres from the site;
- 450 m² lot at 6A O’Connell Street, 85 metres from the site;
- 496 m² lot at 363 Bourbong Street, a corner property 85 metres from the site; and
- 395 m² lot at 365 Bourbong Street, a corner property, 128 metres from the site.

There are also a number of dual occupancy and multi-unit developments which exist on urban residential zoned lots in proximity to the site.

It is relevant to note that the site is approximately 500 metres west of the Bundaberg West medical/health hub including the Mater Hospital and Bundaberg Base Hospital.

1.3 Background

The application was initiated after concerns were raised with Council (as a compliance issue) as the Applicant has received a building approval purporting to permit a “secondary dwelling” to be incorporated in a self-assessable dual occupancy. The Planning scheme definition of a “secondary dwelling” requires the secondary dwelling to be associated with a dwelling house, not a dwelling (by definition). A dual occupancy is comprised of two (2) “dwellings” (*a building or part of a building used or capable of being used as a self-contained residence that must include food preparation facilities, bath or shower, toilet and wash basin and cloth washing facilities*), not two (2) “dwelling houses” (*a residential uses of premises for one household that contained single dwelling. The use include domestic outbuildings, works normally associated with a dwelling and may include a secondary dwelling*) as there will be two (2) households on the site. Noting construction have commenced, when alerted to the issued, the Applicant was presented with three (3) options:

1. Remove the “secondary dwelling” and have a self-assessable dual occupancy;
2. Apply for a Material Change of Use for Multiple Dwellings for Three (3) units; or
3. Apply for a Reconfiguration of a Lot for Subdivision (1 lot into 2 lots) so the secondary dwelling be retained on Lot 2.

The Applicant pursued option 3 (as lodged) and has subsequently obtained a Building Approval for a Dual Occupancy only, removing the reference to the “secondary dwelling”.

2. ASSESSMENT PROVISIONS

2.1. Applicable Planning Scheme, Codes and Policies

The applicable local planning instruments for this application are:

Planning Scheme: Bundaberg Regional Council Planning Scheme

Applicable Codes:

- Low density residential zone
- Landscaping code
- Nuisance code
- Reconfiguring a lot code
- Works, services and infrastructure code

Applicable Planning Scheme Policies:

- Planning scheme policy for development works

2.2 State Planning Instruments

The Bundaberg Regional Council Planning Scheme 2015 has been endorsed to reflect the state planning instruments.

3. ISSUES RELEVANT TO THE APPLICATION

The following significant issues have been identified in the assessment of the application:

Planning

Reconfiguring a Lot Code

The subject development site is located within the Low Density Residential Zone. Table 9.4.4.3.2 of the Reconfiguring a Lot Code prescribes a minimum lot size of 600 m² (excluding access strip in rear lots) and a minimum frontage 15 metres if in a seweraged area. Table 9.4.4.3.3 of the Code details that for a rear access lot, the minimum width of the access strip is to be five (5) metres and a maximum driveway length of 40 metres.

As detailed in section 1.1 of this report, the Applicant seeks to create two (2) lots with land areas less than 600 m² and include an access strip less than five (5) metres wide and therefore does not achieve the minimum requirements of Table 9.4.4.3.2 of the Planning Scheme.

PO3 of the Code discusses size and dimensions of lot requirements and reads as follows:

Development provides for the size, dimensions and orientation of lots to:

- (a) Be appropriate for their intended use;*
- (b) Be compatible with the preferred character of the local area;*
- (c) Provide suitable building envelopes and safe pedestrian, bicycle and vehicular access without the need to major earthworks and retaining walls;*
- (d) Provide for the efficient use of land whilst including sufficient area for suitable and useable provide open space;*
- (e) Where not located in a seweraged area, provide for the safe and sustainable on-site treatment and disposal of effluent;*
- (f) Take account of and response sensitively to site constraints;*
- (g) In the case of land included in the Rural zone, maintain or enhance the productive use of rural land and minimise its further fragmentation; and*
- (h) In the case of land in the Rural Residential zone, maintain or enhance the low density amenity of the locality.*

It is considered on balance, that the proposed subdivision complies with the above performance outcome as in the way described below:

- The new lots are appropriate for their intended use as it has been demonstrated that each new lots can adequately site a dwelling house with compliant boundary setbacks and site coverage.
- The new lots will be compatible with the preferred character of the local area. The intended use for the two (2) new allotments is for a single residential dwelling to be constructed on each lot.

The configuration of the lots results in no physical change of the built form, with the difference being that the lots will not be under community title, rather freehold title.

It is also noted that within the immediate locality of the site (River Terrace, O'Connell Street, Bourbong Street and Penny Street) there are a potential 11 existing residential lots that may be eligible for self-assessable dual occupancy

developments. It is acknowledged that not all landowners will wish to undertake a dual occupancy development, however, the locality is an area undergoing transition.

- The subject site currently has a dual occupancy development under construction (refer to section 1.2 of this report). The units are single detached dwellings with compliant boundary setbacks. The orientation of the dwelling houses and the configuration of the lots ensures that vehicular access is provided without the need to major earthwork and retaining walls. Additionally, the access handle for proposed Lot 2 is to be provided with a truncation over the southern corner of proposed Lot 1 to ensure safe pedestrian and vehicle access for proposed Lot 2. Site densities are not influenced by titling. The amenity impact associated with a dual occupancy development are identical to those associated with two (2) dwelling houses on each new lot.
- The proposed subdivision seeks to create two (2) freehold lots by creating separate lots for two (2) constructed dwellings. The Applicant has demonstrated in drawing no 46585-102 dated 26 September 2016 that each dwelling will be afforded sufficient area suitable and useable as private open space. Additionally to ensure privacy is provided to proposed Lot 1 from the vehicle manoeuvring areas of Lot 2, it is recommended that conditions be included requiring the western and southern property boundary of Lot 1 be provided with a solid 1.8 metre high screen fence.
- The proposed development is located in the Low Density Residential zone and located within a sewerage area.

PO4, PO5 and PO6 of the Code discusses small residential lots (a residential lot with an area less than 600 m²) and read as follows:

PO4 Development may provide for small residential lots to be created where:-

- (a) they are within easy walking distance of an activity centre;*
- (b) the development will be consistent with the preferred character for the zone in which the land is located;*
- (c) the land is fit for purpose and not subject to significant topographic constraints; and*
- (d) the lots have adequate dimensions and proportions to accommodate future housing construction.*

PO5 Small residential lots are distributed across a development in a configuration that avoids an area being dominated by a particular lot type whilst providing for the development of a diverse range of housing products.

PO6 Small residential lots are developed in accordance with a local area structure plan/plan of development which demonstrates that:-

- (a) the majority of lots are provided with a north-south orientation to optimise opportunities for passive solar design;*
- (b) the development is efficiently configured and provides laneway access that optimises the use of public streets by pedestrians and minimises pedestrians/vehicle conflict points;*

- (c) *an appropriate building envelope can be accommodated;*
- (d) *any building contained within the building envelope is unlikely to impact adversely upon the amenity of adjoining premises as a result of overshadowing, privacy and access to sunlight; and*
- (e) *landscape planting can be accommodated in deep soil zones to soften built form elements, improve micro climate and contribute to the quality of the public realm.*

It is considered on balance, that the proposed subdivision complies with the above performance outcomes as in the way described below:

- the development is located approximately 500 metres from the Bundaberg West medical/health precinct which is an identified activity centre (refer to section 3.4.3 of the Planning Scheme) and is opposite a large residential care facility.
- The proposed lot sizes are consistent with other small lots in the area as identified in section 1.2 of this report, noting a number of these lots are much more visible, being lots on corners, rather than the proposed development which will present as a single dwelling to River Terrace, with driveway along the western boundary.
- As discussed with the PO3 above, the lots have adequate dimensions and proportions to accommodate the existing and proposed dwelling house.
- The proposed lots have a north-south orientation.

PO7 of the Code discusses rear (hatchet) lot requirements and reads as follows:

Development provides for rear lot to be created only where:

- (a) *the lots are not likely to prejudice the subsequent development of adjoining land;*
- (b) *it is not desirable nor practicable for the site to be reconfigured so that all lots have full frontage to a road;*
- (c) *the siting of buildings on the rear lot is not likely to be detrimental to the use and amenity of the surrounding area;*
- (d) *uses on surrounding land will not have a detrimental effect on the use and amenity of the rear lot;*
- (e) *the safety and efficiency of the road from which access is gained is not adversely affected; and*
- (f) *vehicular access to rear lots does not have a detrimental impact on lots adjoining the access strip due to excessive noise, light, dust, stormwater runoff and the like.*

It is considered on balance, that the proposed subdivision complies with the above performance outcome as in the way described below:

- The single rear access lot will not prejudice the development of adjoining land. Rather, this development will not prevent the construction of potential self-assessable dual occupancies on both adjoining properties fronting River Terrace (6 and 10 River Terrace).

- The parent allotment has a frontage of approximately 20 metres to River Terrace. It is therefore impractical for both lots to have full frontages to River Terrace. Furthermore, whilst there is sufficient width for the access strip to have the required five (5) metre width, this would not provide the existing dwelling, which is to be retained on Lot 1 with a desirable outlook. The proposed four (4) metre wide access strip provides for a greater setback to the dwelling on Lot 1 (1.5 metres) and will still accommodate a 3.5 metre wide driveway.
- As detailed under PO3 above, the siting of buildings on the rear lot will not be detrimental to the use and amenity of the surrounding area. It is also considered that the uses (residential) on surrounding land will not have a detrimental effect on the use and amenity of the rear lot.
- The safety and efficiency of River Terrace will not be adversely affected by the location of the access strip for Lot 2.
- Vehicular access to Lot 2 will not have a detrimental impact on the lots adjoining the access strip. Should the development be supported, standard conditions will be included requiring the construction of a 1.8 metre high solid fence to each boundary of the access strip which is to be tapered to 1.2 metres from the front building line.

Based on the above discussion, the proposed subdivision is recommended for approval, subject to conditions, to ensure that further development of each lot is complementary with the surrounding area.

Engineering

Water

The current property water service has recently been modified to include a master meter and three (3) sub-meters. This configuration does not comply with relevant legislation, codes and policies if an additional lot is created. The creation of a new additional lot will require their own new separate water service connection to be compliant.

Sewerage

The parent parcel has a historic connection that services the previously existing dwelling. This connection has recently been adapted to also service the new separate dwelling constructed at the rear of the lot.

The creation of a new additional lot to contain the newly constructed dwelling will require a new separate connection to achieve conformity with our policy.

Stormwater

It is considered that a satisfactory drainage solution can be achieved by contour shaping to direct all stormwater westward across the lot and then along the western boundary to the River Terrace frontage. Flows from upstream properties to the rear will also need to be accepted and directed to the nominated lawful point of discharge with an easement/s in favour of Council provided over the flow path.

Roadworks and Access

A new additional driveway access is required to the proposed new lot.

Public Notification

The following matters were raised by submitters:

Grounds of Submissions		Considerations
1	<p>The construction of the new dwelling as depicted on the public notification sign has already been substantially constructed on the rear of the lot.</p> <p>These building works have occurred without due consent and in breach of the relevant planning and building act and Council laws</p>	<p>After initial Council compliance investigations, the site has received a Development Permit for Building Work for a Dual Occupancy. A Material Change of Use for a Dual Occupancy is self-assessable against the Bundaberg Regional Council Planning Scheme where complying with the Dual Occupancy Code and therefore did not require a development permit. The Building Permit has been issued in accordance with the <i>Sustainable Planning Act 2009</i> and the <i>Building Act 1975</i>.</p>
2	<p>The density of the development is excessive and does not fit with the established and intended character of the area.</p> <p>Creates an “out of context” shaped lot as an infill block in a well-structured historical urban layout.</p>	<p>The establishment of freehold titling for each new lot does not increase site densities beyond those associated with a self-assessable dual occupancy. Additionally, the proposed lot size/density of the development is not less than that of surrounding developments as discussed in section 1.2 of this report.</p>
3	<p>The rear hatchet lot is “at odd” with the existing traditional and orderly rectangular shaped 1,012m² lots in the area.</p>	<p>The Planning Scheme Reconfiguring a Lot Code provided opportunities for the creation of rear lots in certain circumstances. Additionally, it is noted that the locality has the presence of multiple small residential lots.</p>
4	<p>The rear access lot is hidden and land locked and has no street frontage or community presence.</p>	<p>Lot 2, the hatchet lot will have access to River Terrace via a four (4) metre wide access strip.</p>
5	<p>Lot 2 is reliant on a four (4) metre wide, 35 metre long driveway with 1.8 metre high fencing to the boundaries.</p>	<p>The proposed access strip, whilst one (1) metres less than the prescribed five (5) metres width, complies with the maximum driveway length of 40 metres.</p>
6	<p>The information contained in the application is inaccurate, incomplete and misleading and the frequently quoted description of the proposed building on the rear lot as being a “dwelling” and having made no provision or mention that it is a dual occupancy.</p>	<p>This concern is acknowledged. This development application is for a subdivision only.</p>
7	<p>Both the resultant lots are far smaller than the required minimum land size in the Assessment Code for low density residential in a sewerred area i.e. 600m².</p>	<p>It is acknowledged that the lots are below the sizes prescribed in the relevant codes. As the buildings on the proposed lots are constructed it is evident that proposed Lot 1 and 2 are of sufficient dimensions for their intended use.</p>
8	<p>The minimum lot size for low density residential in a sewerred area for a dual occupancy is 800m².</p>	<p>This concern is acknowledged. No dual occupancy is proposed.</p>
9	<p>The potential for creating a precedence of approval lot sizes far less than the legislated minimum land size requirement is open to even further mischief and improper, poor quality development and</p>	<p>This concern is acknowledged. As detailed earlier in this report, smaller lots already exist in the surrounding area and are considered appropriate for this site.</p>

	infill lot throughout the region. Thus having the potential to considerably undermine the legislated planning requirements and intended outcomes for communities.	
10	The development will result in a peculiar infringement of an expansive dwelling with a dominantly roof structure on the open backyard green space currently existing throughout the neighbourhood.	The design of dwellings located on the proposed lots will have no additional design impacts than a self-assessable dual occupancy.

4. REFERRALS

4.1 Internal Referrals

Advice was received from the following internal departments:

Internal department	Referral Comments Received
Development Assessment - Engineering	7 November 2016

Any significant issues raised in the referrals have been included in section 3 of this report.

4.2 Referral Agency

Not Applicable

5. PUBLIC NOTIFICATION

Pursuant to the *Sustainable Planning Act 2009*, this application was advertised for 15 business days from 29 September 2016 until 21 October 2016. The Applicant submitted documentation on 25 October 2016 advising that public notification had been carried out in accordance with the *Sustainable Planning Act 2009*. Council received five (5) submissions in relation to this development application during this period. Any significant issues raised have been included in section 3 of this report.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
 Required

Attachments:

- [↓1](#) Locality Plan
[↓2](#) Site Plan
[↓3](#) Proposal Plans
[↓4](#) AICN

Recommendation:

That Development Application 321.2016.46585.1 be determined as follows:

DESCRIPTION OF PROPOSAL

Reconfiguring a Lot for Subdivision (1 Lot into 2 Lots)

SUBJECT SITE

8 River Terrace, Millbank; described as Lot 13 on RP13414

DECISION

Approved in full subject to conditions

The conditions of this approval are set out in **Schedule 1**. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

1. DETAILS OF APPROVAL

The following approvals are given:

	Sustainable Planning Regulation 2009, schedule 3 reference	Development Permit	Preliminary Approval
Reconfiguring a lot	Part 1, table 3, item 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Deemed Approval

Section 331 of the *Sustainable Planning Act 2009* (SPA) is not applicable to this decision.

2. PRELIMINARY APPROVAL AFFECTING THE PLANNING SCHEME

Not Applicable.

3. OTHER NECESSARY DEVELOPMENT PERMITS AND/OR COMPLIANCE PERMITS

Listed below are other development permits and/or compliance permits that are necessary to allow the development to be carried out:

- All Operational Work

4. CODES FOR SELF ASSESSABLE DEVELOPMENT

The following codes must be complied with for self-assessable development related to the development approved.

The relevant codes identified in the:

- Bundaberg Regional Council Planning Scheme and Associated Planning Scheme Policies

5. DETAILS OF ANY COMPLIANCE ASSESSMENT REQUIRED FOR DOCUMENTS OR WORK IN RELATION TO THE DEVELOPMENT

Compliance assessment is required under chapter 6, part 10 of SPA for the following documents or works in relation to the development

Documents or works requiring compliance assessment	Matters or things against which the document or work must be assessed	Compliance assessor	When the request for compliance assessment must be made
Subdivision Plan	The matters or things listed in Schedule 19, Table 1 of the <i>Sustainable Planning Regulation 2009</i>	Bundaberg Regional Council	In the time stated in Schedule 19, Table 1 of the <i>Sustainable Planning Regulation 2009</i>

6. SUBMISSIONS

There were five (5) submissions received for the application. The name and address of the principal submitter for each properly made submission are as follows:

Name of principal submitter	Address
1. Ray Lassig	10 River Terrace, Millbank QLD 4551
2. Robyn Spence	PO Box 129, Caloundra QLD 4551
3. Cynthia Skinner	6 River Terrace, Millbank QLD 4670
4. Lance Lampres	23 Penny Street, Millbank QLD 4670
5. Eileen Lampres	23 Penny Street, Millbank QLD 4670

7. CONFLICT WITH A RELEVANT INSTRUMENT AND REASONS FOR THE DECISION DESPITE THE CONFLICT

The assessment manager does not consider that the assessment manager's decision conflicts with a relevant instrument.

8. REFERRAL AGENCY

Not Applicable

9. APPROVED PLAN

The approved plan for this development approval are listed in the following table:

Plan number	Plan/Document name	Date
46585-101	Proposed Subdivision Plan (1 Lot into 2 Lots)	26 September 2016
46585-102	Detailed Site Plan	26 September 2016

10. WHEN APPROVAL LAPSES IF DEVELOPMENT NOT STARTED

Pursuant to section 341 of the *Sustainable Planning Act 2009*, this approval will lapse four (4) years from the date that the approval takes effect unless the relevant period is extended pursuant to section 383.

11. REFUSAL DETAILS

Not Applicable

12. CONDITIONS ABOUT INFRASTRUCTURE

The following conditions about infrastructure have been imposed under Chapter 8 of the *Sustainable Planning Act 2009*:

Condition/s	Provision under which the Condition was imposed
4, 5, 6 and 8	Section 665 – Non-trunk Infrastructure
N/A	Section 646 – Identified Trunk Infrastructure
N/A	Section 647 – Other Trunk Infrastructure

SCHEDULE 1 CONDITIONS AND ADVICES IMPOSED BY THE ASSESSMENT MANAGER**PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER****General**

1. Meet the full cost of all works and any other requirements associated with this development, unless specified in a particular condition.
2. Where there is any conflict between Conditions of this Decision Notice and details shown on the Approved Plans, the Conditions prevail.
3. Comply with all of the conditions of this Development permit prior to the submission of a Plan of Subdivision for compliance assessment and signing, unless otherwise stated within this notice.

Water

4. Provide an independent reticulated water supply service to each lot by supplying all necessary materials, including structures and equipment, and performing all necessary works. The works must include all necessary upgrades of Council infrastructure to ensure that downstream properties are not adversely affected by the increased demand of the development.

Sewerage

5. Provide an independent reticulated sewerage service to each lot by supplying all necessary materials, including structures and equipment, and performing all necessary works. Where a point of connection is required to Council's reticulated sewerage network, Council will nominate a point of connection. The nominated point of connection must be provided by Council.

Stormwater

6. Install a stormwater drainage system connecting to a lawful point of discharge. The works must be undertaken in accordance with an Operational Works approval and the Queensland Urban Drainage Manual, and must include in particular:
 - a. collection and discharge of stormwater to the River Terrace kerb and channel, including the provision of kerb adapters for all new lots;
 - b. extension of the site stormwater system to accommodate stormwater from adjoining upstream allotments external to the site, including registration of drainage easements; and
 - c. design and construction of inter-allotment drainage of sufficient capacity to convey up to Q100 ARI flows from upstream allotments, or lesser ARI as directed by the Assessment Manager, in accordance with the Queensland Urban Drainage Manual. The drainage specifics must be determined as part of an application for Operational Works.
7. The Lawful Point of Discharge for the development is the River Terrace kerb and channel in the site frontage.

Property access & driveways

8. The proposed access strip and driveway to Lot 2 must comply with the standards specified in the *planning scheme policy for development works – driveways and access to developments*. The specific requirements must be determined as part of the Operational Works application.

Access Handles

9. Ensure that the access handle to Lot 2 is:
 - a. Provided with a 1.8 metre high screen privacy fence to each boundary of the Access Strip, including provision of a 300mm wide concrete mower strip commencing from the road frontage of the subject property where such fencing does not currently exist. From the front building line to the front boundary of the site, fencing must be tapered to a height of 1.2 metres. The erection of a second boundary line fence parallel to any existing boundary fence is prohibited.
 - b. Provided with conduits and/or services for water supply, underground power, stormwater and telecommunications within the Access Strip prior to pavement construction.

Electricity and Telecommunications

10. Enter into an agreement with an approved electricity provider, to ensure that electricity will be available to each lot under standard tariff conditions and without further capital contributions. Provide evidence of such an agreement, along with associated bonding arrangements, to the Assessment Manager prior to the approval of the Plan of Subdivision.
11. Enter into an agreement with the Telecommunications Authority or Cable Service provider (whichever is applicable) to ensure that telecommunication/cable services will be available to each lot. Provide

evidence of such an agreement to the Assessment Manager prior to the approval of the Plan of Subdivision.

Existing Services and Structures

12. Certification must be submitted to the Assessment Manager from an appropriately qualified person which certifies that:
 - a. the boundary clearances for any existing buildings remaining on the site comply with the relevant provisions of the planning scheme and the *Building Act 1975*, unless varied by this Decision Notice; and
 - b. all existing and proposed utility services and connections (eg. electricity, telecommunications, water, sewerage) are wholly located within the lot they serve, or alternatively included within an easement where location within the lot is not possible.

Easements

13. Lodge for registration at the office of the Land Registry the following easement(s):
 - a. a stormwater drainage easement having a minimum width of three (3) metres OR such lesser width as determined in an application for Operational Works, to the benefit of Council, that includes:
 - i. all stormwater flow paths traversing the land from upstream properties;
 - ii. Q100 ARI stormwater overland flow paths traversing the site from upstream properties;
 - iii. any stormwater main proposed to traverse the land conveying flows from upstream properties located within the easement and a minimum of one (1) metre from the easement boundary; and
 - b. a sewerage easement having a minimum width of three (3) metres to the benefit of Council that includes any sewerage main traversing the land located within the easement and a minimum of one (1) metre from the easement boundary.
14. Draft easement documentation must be submitted to the Assessment Manager for endorsement.
15. All works must be kept clear of any existing or proposed easements on the subject land, unless agreed otherwise in writing by the Grantee.

Fencing

16. Provide a 1.8 metre high solid no-gap screen fence to the southern (rear) boundaries of Lot 1 where such fencing does not currently exist. The erection of a second boundary line fence parallel to any existing boundary fence is prohibited.

PART 1B – ADVICE NOTES

Infrastructure Charges Notice

- A. Please find attached the Infrastructure Charges Notice (Ref No.: 331.2016.861.1) applicable to the approved development.

Rates and Charges

- B. In accordance with the *Sustainable Planning Act 2009*, all rates, charges or any expenses being a charge over the subject land under any Act must be paid prior to the Plan of Subdivision being endorsed by the Assessment Manager.

Other Development Permits

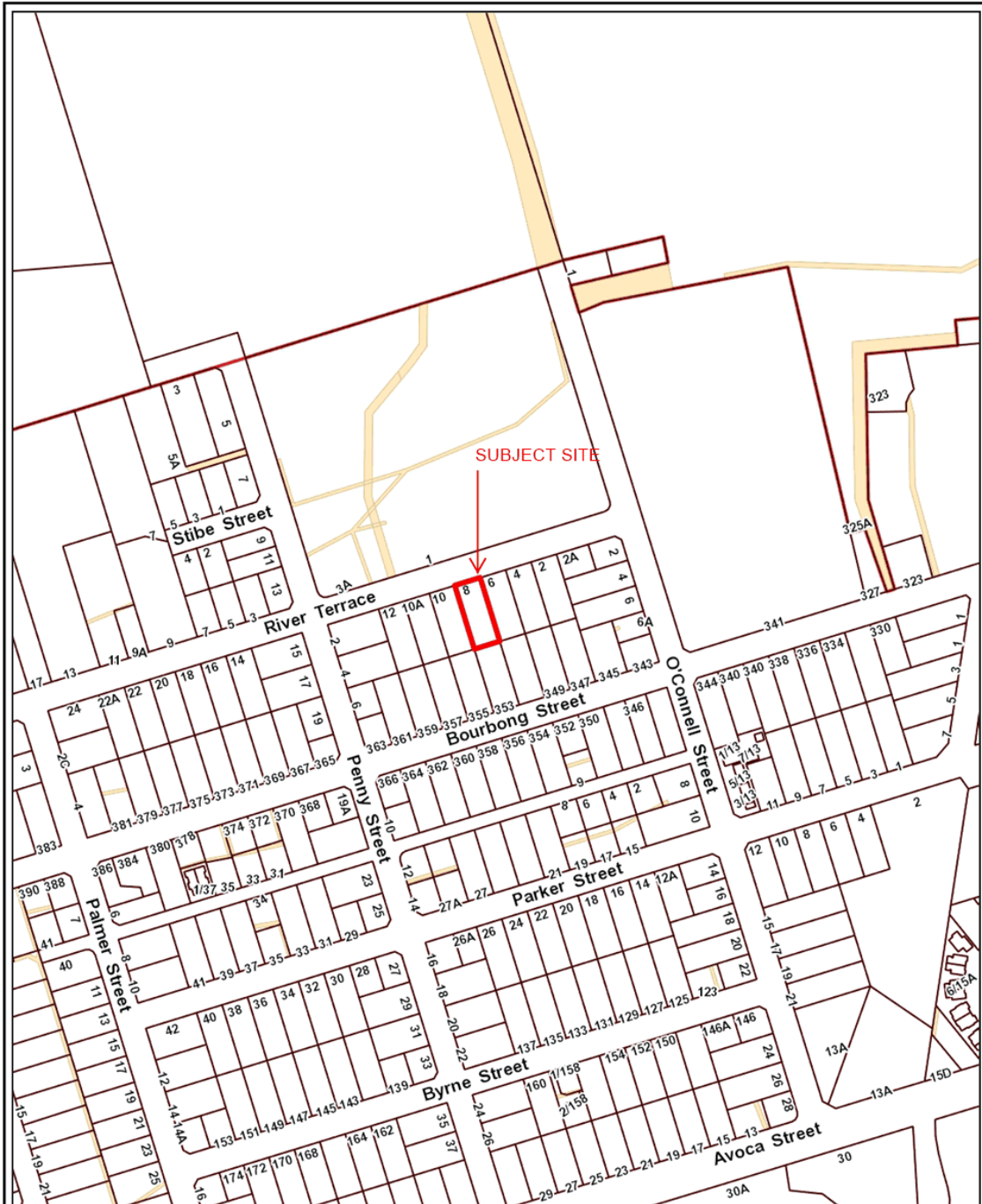
- C. Development permits for Operational Work for the following works are necessary to allow the development to be carried out:
- a. Stormwater drainage; and
 - b. Access strip and driveway to Lot 2.

Water and Sewer



- D. The Developer should engage an appropriately qualified hydraulic consultant to assess the suitability of the water supply system to cater for the proposed development, including fire fighting requirements in accordance with AS2419.
- E. Arrangements for the installation of any new metered service and sub-meters, or removal of an existing service, must be made with Council's Water and Wastewater Infrastructure Planning Technical Support Section.
- F. Connection to Council's water and sewer infrastructure is subject to further approvals. For further information about these requirements, contact Council's Water and Wastewater Infrastructure Planning Technical Support Section on 1300 883 699.
- G. Council permits only one water service for each property. This means only one connection to the water main although there may be a potable and fire service feeding from that connection.

Fencing

- H. Should any existing fence not comply with the requirements of this approval, the existing fence must be replaced in accordance with the requirements of this approval.
- I. Fencing should be undertaken in accordance with the provisions of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*. This includes appropriate mediation practices and agreements regarding the type of materials, location and retrieval of any materials for any fence removed.



Locality Plan
8 River Terrace, Millbank

Projection: GDA_1994_MGA_Zone_56 Date: 25/11/2016 12:17 PM Scale 1 : 3,800.00 on A4 Sheet

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76.00 0 38.00 76.00 Meters Author:



Site Plan
8 River Terrace, Millbank

Projection: GDA_1994_MGA_Zone_56

Date: 25/11/2016 12:16 PM

Scale 1 : 700.00

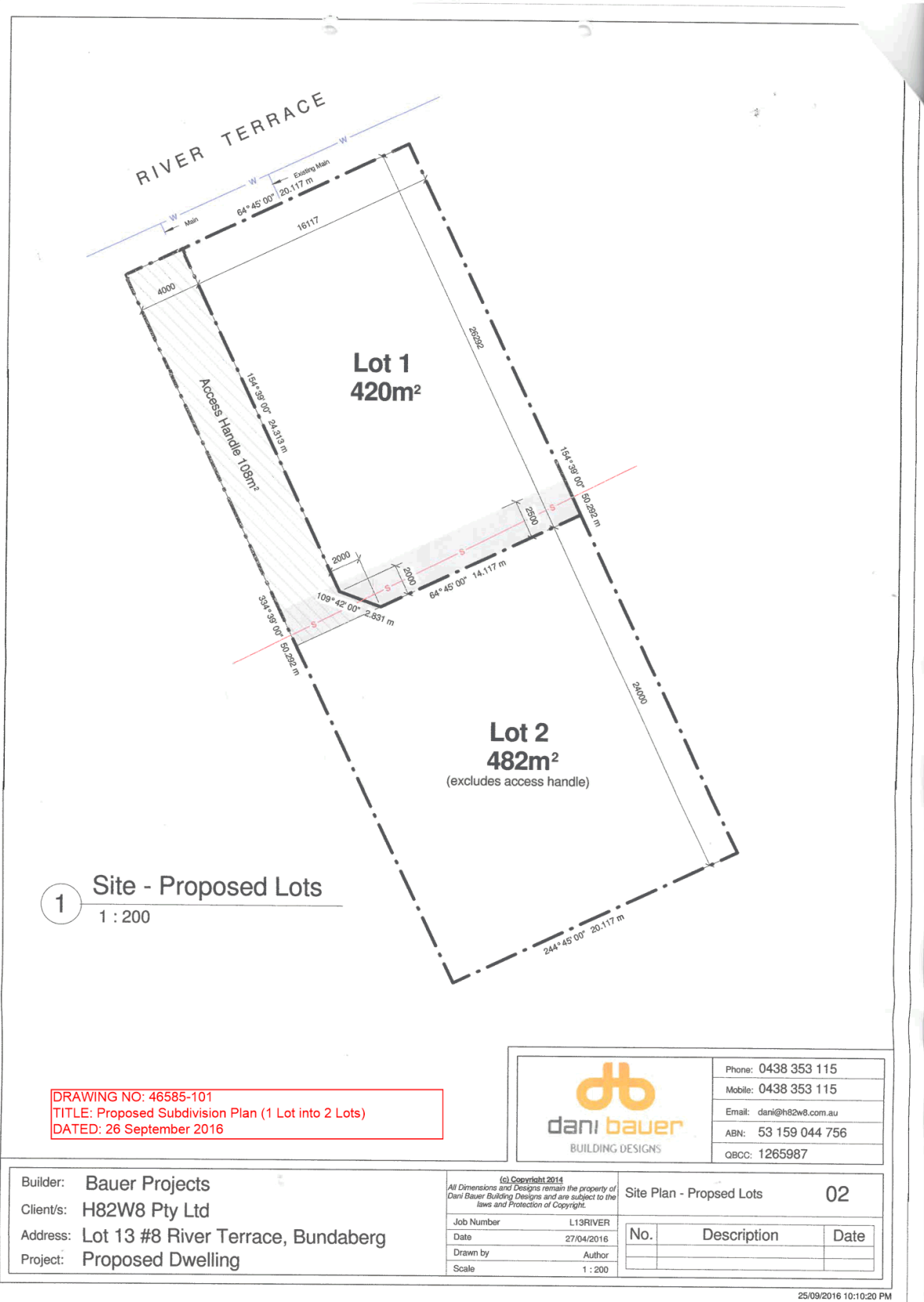
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Author:



DRAWING NO: 46585-101
 TITLE: Proposed Subdivision Plan (1 Lot into 2 Lots)
 DATED: 26 September 2016

dani bauer
BUILDING DESIGNS

Phone: 0438 353 115
 Mobile: 0438 353 115
 Email: dani@h82w8.com.au
 ABN: 53 159 044 756
 QBCC: 1265987

Builder: Bauer Projects Client/s: H82W8 Pty Ltd Address: Lot 13 #8 River Terrace, Bundaberg Project: Proposed Dwelling	(c) Copyright 2014 All Dimensions and Designs remain the property of Dani Bauer Building Designs and are subject to the laws and Protection of Copyright. Job Number: L13RIVER Date: 27/04/2016 Drawn by: Author Scale: 1 : 200	Site Plan - Proposed Lots 02 <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Description	Date			
No.	Description	Date						

25/09/2016 10:10:20 PM



PO Box 3130, BUNDABERG QLD 4670
 Local Call **1300 883 699** | Fax **(07) 4150 5410**
 ABN 72 427 835 198

The *adopted infrastructure charge* payable is equal to the charge amount at the time the charge is levied multiplied by the automatic increase provision amount as shown in equation 2 below:

$$\text{adopted infrastructure charge payable} = \text{levied charge} \times \text{automatic increase provision} \dots(2)$$

Finally, if after applying the automatic increase provision the *adopted infrastructure charge payable* is:

- (a) more than the maximum adopted charge that Council could have levied for the development at the time the charge is paid, then the adopted infrastructure charge payable is the maximum adopted charge for the development; or
- (b) less than the charge amount at the time the charge is levied, then the *adopted infrastructure charge* payable is the charge amount at the time the charge is levied.

Payment of the Adopted Infrastructure Charge

- The **due date for payment** of the *adopted infrastructure charge* is:
 - before the local government approves the plan of subdivision for the reconfiguration
- Interest at 11% per annum, calculated daily, will be applied to overdue payments.
- The charge is to be paid to **Bundaberg Regional Council**. Please contact Bundaberg Regional Council, Development Assessment Team, prior to making payment.
- Please include a copy of this Notice with payment.

Other Important Information

1. PAYMENT

This notice is due and payable by the due date shown. Cheques, money orders or postal notes should be made payable to Bundaberg Regional Council and crossed "Not Negotiable". Change cannot be given on cheque payments. Property owners will be liable for any dishonour fees.

2. GOODS AND SERVICES TAX

The federal government has determined that rates and utility charges levied by a local government will be GST exempt. Accordingly, no GST is included in this infrastructure charges notice.

3. INFRASTRUCTURE CHARGES ENQUIRIES

Enquiries regarding this infrastructure charges notice should be directed to Council's Development Assessment Team on telephone 1300 883 699 during office hours or e-mail: duty_planner@bundaberg.qld.gov.au

Notice is hereby given under the *Sustainable Development Act 2009* and the *Local Government Act 2009* that the adopted infrastructure charges notice is levied by the Bundaberg Regional Council on the described land. The adopted infrastructure charge is DUE AND PAYABLE BY THE ABOVE DUE DATE. The adopted infrastructure charge plus any arrears and interest may be recovered by legal process without further notice if unpaid after the expiration of the DUE DATE as the charge is deemed to be overdue. PETER BYRNE, CHIEF EXECUTIVE OFFICER

Richard Jenner
 Development Assessment Manager



ADOPTED INFRASTRUCTURE CHARGES NOTICE
 SCHEDULE 1 – Calculation of Current Charges, Offsets and Refunds

PO Box 3130, BUNDABERG QLD 4670
 Local Call 1300 883 699 | Fax (07) 4150 5410
 ABN 72 427 835 198

Applicant: H82W8 Pty Ltd - t/a Bauer Projects
Applicant address: 185 Bonna Rd, Branyan QLD 4670
Site address: 8 River Terrace, Millbank QLD 4670
Plan/Lot: RP13414/13

Development Type: Reconfiguring a Lot
Due date for payment: before the local government approves the plan of subdivision for the reconfiguration
Dev Approval No.: 321.2016.46585.1
Register No.: 331.2016.861.1

Prepared by: Ross Hunter
Authorising Officer: Richard Jenner
Inside PIA: Yes

Adopted Infrastructure Charges: \$ 25,200.00
Offset: n/a
Refund: n/a
AICN - Amount Payable: \$ 25,200.00

Summary of the Adopted Infrastructure Charges

Stage	Development Type	Charge Type	Infrastructure Charge Area	Use category	Use	Charge category	Charge per dwelling or lot or bedroom or tent or cabin	Charge per m ² GFA	Charge per m ² impervious area	Dwellings or lots or bedrooms or tents or cabins	GFA (m ²)	Impervious Area (m ²)	Discount category	Discount	Subtotal
All	ROL	Existing credit	Fully Serviced	Residential	Dwelling house	\$ per 3 or more bedroom dwelling	\$ (25,200.00)	n/a	n/a	1			n/a	0%	\$ (25,200.00)
	ROL	New	Fully Serviced	Residential	Dwelling house	\$ per 3 or more bedroom dwelling	\$ 25,200.00	n/a	n/a	2			n/a	0%	\$ 50,400.00
Adopted Infrastructure Charges Total: \$ 25,200.00															

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PO Box 3130, BUNDABERG QLD 4670
 Local Call **1300 883 699** | Fax **(07) 4150 5410**
 ABN 72 427 835 198

ADOPTED INFRASTRUCTURE CHARGES NOTICE INFORMATION NOTICE

1. REASON FOR DECISION

This notice has been issued pursuant to the Bundaberg Regional Council Adopted Infrastructure Changes Resolution (No. 1) 2015 and Chapter 8 of the Sustainable Planning Act 2009.

2. APPEAL RIGHTS

The recipient of the infrastructure charge may appeal to the Planning and Environment Court in accordance with section 478 of the Sustainable Planning Act 2009.

478 Appeals about infrastructure charges notice

- (1) The recipient of an infrastructure charges notice may appeal to the court about the decision to give the notice.
- (2) However, the appeal may be made only on 1 or more of the following grounds—
 - (a) the charge in the notice is so unreasonable that no reasonable relevant local government could have imposed it;
 - (b) the decision involved an error relating to—
 - (i) the application of the relevant adopted charge; or
 - (ii) the working out, for section 636, of additional demand; or
 - (iii) an offset or refund;
 - (c) there was no decision about an offset or refund;

Examples of possible errors in applying an adopted charge—

 - (i) the incorrect application of gross floor area for a non-residential development;
 - (ii) applying an incorrect 'use category' under an SPRP (adopted charges) to the development.
 - (d) if the infrastructure charges notice states a refund will be given—the timing for giving the refund.
- (3) To remove any doubt, it is declared that the appeal must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of infrastructure identified in an LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.
- (4) The appeal must be started within 20 business days after the day the recipient is given the relevant infrastructure charges notice.

478A Appeals against refusal of conversion application

- (1) The applicant for a conversion application may appeal to the court against a refusal, or deemed refusal, of the application.
- (2) The appeal must be started within the following period—
 - (a) if the applicant is given written notice of the refusal—20 business days after the day the applicant is given the notice;
 - (b) otherwise—20 business days after the end of the required period under section 660(5) for the application.

The recipient of the infrastructure charge may appeal to a building and development committee in accordance with section 535 of the Sustainable Planning Act 2009.



PO Box 3130, BUNDABERG QLD 4670
Local Call **1300 883 699** | Fax **(07) 4150 5410**
ABN 72 427 835 198

535 Appeals about infrastructure charges decisions

- (1) The recipient of an infrastructure charges notice may appeal to a building and development committee about the decision to give the notice.
- (2) However, the appeal may be made only on 1 or more of the following grounds—
 - (a) the decision involved an error relating to—
 - (i) the application of the relevant adopted charge; or
 - (ii) the working out, for section 636, of additional demand; or
 - (iii) an offset or refund;
 - (b) there was no decision about an offset or refund;
Examples of possible errors in applying an adopted charge—
 - (i) the incorrect application of gross floor area for a non-residential development;
 - (ii) applying an incorrect 'use category' under an SPRP (adopted charges) to the development;
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 - (a) the adopted charge itself; or
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 - (i) the establishment cost of infrastructure in an LGIP; or
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535A Appeals against refusal of conversion application

- (1) The applicant for a conversion application may appeal to a building and development committee against a refusal, or deemed refusal, of the application.
- (2) The appeal must be started within the following period—
 - (a) if the applicant is given written notice of the refusal—20 business days after the day the applicant is given the notice;
 - (b) otherwise—20 business days after the end of the required period under section 660(5) for the application.

**Item****13 December 2016****Item Number:**

N1

File Number:

A2815121

Part:COMMUNITY & CULTURAL
SERVICES**Portfolio:**

Community & Environment

Subject:

Mayor's Annual Christmas Appeal

Report Author:

Bruce Green, Operational Supervisor Community Development

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Community - 4.1.1 A safe, active and healthy community

Background:

In previous years Council has made a donation to the Mayor's Annual Christmas Appeal. Direction is sought to continue the tradition of this donation. Provision has been made in the 2016/2017 Events Budget to make a donation of \$2,500.

Associated Person/Organization:

Heidi Mason, Community Events Coordinator

Consultation:

Portfolio Spokesperson: Cr JA Peters

Divisional Councillor: Cr JM Dempsey

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

Provision has been made in the 2016/17 budget for this donation.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

Nil

Recommendation:

That a donation of \$2,500 be provided to the 2016 Mayor's Christmas Appeal.

**Item****13 December 2016****Item Number:**

N2

File Number:

A2893536

Part:COMMUNITY & CULTURAL
SERVICES**Portfolio:**

Community & Environment

Subject:

Sole Supplier Approval - Library Software

Report Author:

David Cornwell, Operational Supervisor Libraries, Arts & Theatre

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

It is a requirement of the Local Government Regulation 2012 (Section 235) to invite written quotations or tenders where the carrying out of works or the supply of goods or services involves a cost greater than \$15,000 or \$200,000 (excluding GST) respectively. Additionally, Council's Procurement Manual contains provisions regarding obtaining quotes for amounts less than \$15,000.

The Regulation acknowledges that there are instances when it will not always be possible to meet this requirement and provides a number of exceptions to manage these instances, including the following:

Council resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders"

In 2013 Council selected Civica Spydus as the provider of library management software. The current contract is a 5 year contract that commenced in March 2013 and is due to expire March 2018.

Bundaberg Library is currently running Spydus version 8 software and are wanting to move to version 10 software which is a new product release and not covered by Council's existing contract.

Council is seeking to terminate the current 5-year contract which is due to expire in March 2018 and enter into a new 3-year contract that will have a new expiry of December 2019. The new contract will allow Council to move to the latest version of Spydus software which will deliver the following new functionality:

- Spydus mobile app – customers can access the library catalogue and e-resource collections from any mobile device, and can check if their local branch has an item, reserve it or, if it's not in the collection, place a recommendation for acquisition; they can collect it from their branch and check it out on a self-service station or their smart phone.
- Crystal Reports capability - allows complete customisable construction of reports
- Integrated Archives and Digital Asset management – allows libraries to record picture, historical and other cultural collections (e.g. public art) and make them accessible to customers online.
- Personalised and integrated discovery layer – integrated in the Library catalogue, allowing customers to search across the traditional library collections, and the archives/cultural and digital collections with one search. When logged in, customers see: items on loan; overdue items; account balances; messages, recommended titles based on what Spydus10 knows about them; borrowing history; and can access downloaded digital books, audio books and magazines.
- Ability to streamline access to digital resources such as ebooks, emagazines and audio books and streamed videos. Customers can use the same method to access all providers, irrespective of differences in each native interface.

It would be highly desirable to retain the Spydus software and not go out to market for the following reasons:

- Spydus customer interface is intuitive, functionality rich and user friendly to the general public.
- Managed services has proven to be extremely reliable with little or no down time from a highly stable system.
- Spydus supports a strong user network with regular meetings, comprehensive knowledge base and encourages user feedback fostering timely innovation with changing library service requirements.
- Changing to a new library management software would involve significant disruption to staff in terms of training and conversion of software.
- Spydus has a proven and reliable track record interfacing with RFID technology (library service will go live with RFID self-service terminals in early 2017).

The whole of contract life cost of the new 3 year contract is \$199,500 (\$66,500 payable yearly and forms part of current budget).

This tender exemption is requested to enter into a new three year contract (2016-2019) with Civica Spydus to continue providing the Spydus Library software, support and maintenance services to Council.

Associated Person/Organization:

Civica Spydus

Consultation:

Portfolio Spokesperson - Governance and Communications: Cr Helen Blackburn
 Portfolio Spokesperson – Community and Cultural Services: Cr Judy Peters
 Gavin Steele, General Manager Community & Environment
 Andrew Ireland – General Manager Organisational Services
 David Cornwell, Operational Supervisor - Libraries, Arts & Theatre
 Ian Norvock – Chief Information Officer
 Jennifer Marshallsea – Manager Strategic Supply

Legal Implications:

This report meets the requirements of the Local Government Regulation 2012.

Policy Implications:

This report satisfies the requirements of Council’s Procurement Policy.

Financial and Resource Implications:

As per attached proposal.

	Year 1	Year 2	Year 3	Total
EA Fee Payments AUD excl GST	\$66,500	\$66,500	\$66,500	\$199,500

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓1](#) Bundaberg Regional Council Spydus Managed Services Agreement

Recommendation:

That pursuant to Section 235(b) of the Local Government Regulation 2012, Council enter into a new three-year contractual arrangement with Civica Spydus to continue to provide library software, support and maintenance services to Council.

SPYDUS MANAGED SERVICES AGREEMENT

Customer - Name and Address Contract Number : TEN0136	Billing Address (if different)
Bundaberg Regional Council 190 Bourbong Street Bundaberg QLD 4670 ABN 72 427 835 198	Bundaberg Regional Council PO Box 3130 Bundaberg QLD 4670

Upon execution of this Contract, Civica will upgrade the Customer's existing library management system to Spydus 10.

1. Software Schedule 1

Software and annual fees (ex GST)	Annual Fee ex GST
Spydus	
Spydus 10 library management system (including digital assets, archive management, integrated OPAC (replacing Sorcer), Spydus web self-service, Spydus mobile application (iOS and Android))	\$66,500.00
Microsoft SQL server	Included
Spydus optional components: (☑ means that module is included in the contract)	
Spydus LibraryThing	Included
Spydus enriched content interface and annual subscription	Included
Spydus SIP2 interface	Included
Spydus Cash Management	Included
Total annual fee (excluding GST)	\$66,500.00

2. Managed Services Schedule 2

Spydus Managed Services (☑ means that service is included in the contract)	
Spydus server hosting	☑
Spydus extended system monitoring and administration	☑
Spydus library file management	☑

Spydus back up and disaster recovery service	<input checked="" type="checkbox"/>
Initial upgrade to Spydus 10 on execution of this Agreement, plus one (1) additional Upgrade of the then-current version of either Spydus 10.1.x or Spydus 10.2.x during the term of the Contract.	<input checked="" type="checkbox"/>
Virtual private network connectivity for Spydus (not including communications costs for Customer ISP connection)	<input checked="" type="checkbox"/>
Provision, configuration and management of VPN firewall device(s)	<input checked="" type="checkbox"/>
Provision of data storage up to 20GB for archive and digital assets	<input checked="" type="checkbox"/>

Note 1: the "x" to the right of the decimal point signifies a version of either Spydus 10.1 or 10.2 yet to be defined.

3. Software, Services and Support and Annual Fee 3

The table below details the Software, Services and Support and Annual Fee provided to the Customer for this Contract:

Description	Annual Fee
Spydus 10 library management system (including integrated discovery layer, digital assets and archives management plus additional components listed in software and annual fees schedule above)	\$66,500.00
Software	Included
Implementation Services for Spydus 10 upgrade	Included
Support	Included
Managed Services	Included
Total Fees (excluding GST)	\$66,500.00

4. Commencement and Term 4

The Commencement and Term table for the Contract is as follows:

Commencement and Term	
Commencement Date for Contract	1 Jan 2017
Term (years) from Commencement Date	3

5. Fee Payment schedule 5

The table below details the Fee Payment schedule for the Contract:

Fee Payment (excl GST)	Annual Fee
Payments scheduled as listed	
1 st Payment: Payable on or before 31/12/2016, for period 1/1/2017 – 31/12/2017	\$66,500.00
2 nd Payment: Payable on or before 31/12/2017, for period 1/1/2018 – 31/12/2018	\$66,500.00
3 rd Payment: Payable on or before 31/12/2018, for period 1/1/2019 – 31/12/2019	\$66,500.00
Total Payments for Contract (excluding GST)	\$199,500.00

The fees will be subject to CPI on the anniversary of this Contract, and each year thereafter.

6. Additional services 6

At any time prior to the completion of the Contract BRC may order additional services at the daily rate listed in the following table. The daily rate does not include travel and accommodation expenses which will be charged to the Customer as per Clause 3.5 of the terms and conditions. The daily rates will be subject to CPI on the anniversary of this Contract, and each year thereafter.

Service Description	Daily Rate (excl GST)
Ad-hoc Services	\$1,800.00
Training Services	\$1,800.00
Development	\$1,800.00
Consulting	\$1,800.00

Daily rate is 7.5 hour working days

7. General

The terms and conditions of the Contract are outlined in Annexure A.

The effective date of this Contract shall be the date the second party acknowledges their acceptance of this schedule.

Signed for an on behalf of the Customer

Signed for and on behalf of Civica

By: _____

By: _____

Title: _____

Title: _____

Party: _____

Party: Civica Pty Limited _____

Date: _____

Date: _____

ANNEXURE A – Terms and Conditions

1. DEFINITIONS

In this Contract unless the contrary intention appears:

- 1.1 "Business Days" means Monday to Friday excluding Public Holidays;
- 1.2 "Civica" means Civica Pty Limited (ABN. 83 003 691 718) incorporated in New South Wales with its registered office at Level 10, 1 63- 175 O'Riordan Street, Mascot in the State of New South Wales and its successors and assigns;
- 1.3 "Commencement Date" means the date set out in the Contract;
- 1.4 "Contract" means this agreement between Civica and Customer;
- 1.5 "Contract Fees" means all fees listed in the Schedules either collectively or individually;
- 1.6 "CPI" means Consumer Price Index (a): All groups, Brisbane and weighted average of eight capital cities, quarterly
- 1.7 "Customer" means the person, firm or company whose name and address appears on the face hereof;
- 1.8 "Customer Data" means all data and information recorded in any form which is provided to Civica by Customer or collected by Civica in relation to this contract ;
- 1.9 "Force Majeure Event" means any cause(s) which render(s) a party wholly or partly unable to perform its obligations under this agreement (other than obligations to make payments when due), and which are neither reasonably within the control of such party nor the result of the fault or negligence of such party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Government Agency after the date of this agreement, strikes and other labour difficulties, and other events or circumstances beyond the reasonable control of such party.
- 1.10 "Intellectual Property" means all Intellectual Property Rights in or relating to the Services, including all programme and software elements, any derivative works and all of our copyrights, trademarks or any other identifying characteristics used in relation to the Services.
- 1.11 "Intellectual Property Rights" means all statutory and other proprietary rights in respect of

all intellectual or industrial property including all trademarks, patents, copyright, confidential information and all other intellectual property as defined by Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967 and the right to register them

- 1.12 "Licence" means the licence to use Software granted in the Contract;
- 1.13 "Licence Fees" means the prices for Software as specified in the Schedule. Licence Fees are "Initial" or "Annual" as so specified;
- 1.14 "Managed Services" means the managed services (term agreement) as specified in the Contract ;
- 1.15 "Managed Service Fees" means the fees for Managed Services specified in the Schedule;
- 1.16 "Normal Business Hours" means 8.30am to 5.00pm on Business Days;
- 1.17 "Personal Information" means information or an opinion (including information or an opinion forming part of a Services), whether true or not and whether included in material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 1.18 "Public Holiday " means a public holiday in Bundaberg, Queensland; or Saturday, Sunday or 27, 28, 29, 30 or 31 December ;
- 1.19 "Schedule" is a reference to any of the schedules attached hereto;
- 1.20 "Services" means the implementation services specified in the Schedule;
- 1.21 "Service Fees" means the fees for Services specified in the Schedule;
- 1.22 "Software " means the software listed in the Schedule and where the context permits means any portion of the software so listed and includes updates, modifications and enhancements and any manuals and other documentation relating to the software;
- 1.23 "Support" means the support services specified in the Contract;
- 1.24 "Support Fees " means the fees for Support specified in the Schedule and varied in accordance with the Contract;
- 1.25 "Tax" means any tax, levy, charge, impost, fee, deduction, GST, value added tax or withholding tax that is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above.
- 1.26 "Term Agreement" means the Customer has agreed to a minimum term of

the number of years specified in the Schedule (hereafter the "Initial Term") and Civica has spread the Contract Fees for the Initial Term equally across each year of the Initial Term.

1.27 "Updates" means modifications, enhancements and new versions of Software supplied pursuant to the Contract;

1.28 Words importing the singular number shall include the plural and vice versa and words of each gender shall include each other gender.

2. SCOPE OF CONTRACT

2.1 In consideration of the payment by Customer to Civica of the Contract Fees Civica hereby:

- (a) grants to Customer a non-transferable and non-exclusive licence to use Software.
- (b) agrees to provide Services to Customer
- (c) agrees to provide Support to Customer; and
- (d) agrees to provide Managed Services to Customer.

3. FEES AND PAYMENT

3.1 Customer shall pay Contract Fees in accordance with the Contract.

3.2 Civica shall not vary Contract Fees during the Initial Term.

3.3 Except as specifically stated herein, any taxes, including Goods and Services Tax (GST), duties, imports, or other government levies or charges which may be imposed in respect of or pursuant to the Contract or the transactions which it records (excluding those based on the net income of Civica) shall be to the account of Customer.

3.4 Customer shall pay Civica's invoices within thirty days of receipt of invoice, provided that where Customer disputes an invoice Customer may withhold paying the disputed portion of the invoice. Civica reserves the right to charge interest on overdue payments, other than disputed amounts, at the rate of 0.05% per day from the date on which the payment becomes due until the date of payment. In the event of late payment Civica's obligations under the Contract will be suspended until payment is made in full.

3.5 Travel and accommodation costs necessarily incurred by Civica in providing Services to the Customer shall be to the account of the Customer. If such costs are paid by Civica then Customer shall reimburse Civica. Costs shall include, but not be limited to, costs of communications, transport, accommodation and subsistence incurred by Civica or its authorised representatives. Civica shall notify Customer an estimate of such costs prior to their being incurred.

4. COMMENCEMENT AND TERM

- 4.1 Contract shall commence on the date of its execution by Civica and upon execution Civica will insert a Civica and Customer Contract number on the face hereof for ease of future reference.
- 4.2 Contract shall continue until the later of:
- (a) the expiry of the Initial Term, or
 - (b) the expiry of any extension to the Term Agreement agreed between the parties in writing.
- 4.3 Licence shall commence on the Commencement Date and continue until Customer ceases to pay Contract Fees, unless otherwise terminated pursuant to this Contract.
- 4.4 Services, Support and Managed Services shall commence on the Commencement Date and continue until the earlier of:
- (a) the expiry of the Initial Term, or if the Term Agreement is extended, the expiry of the extended term; or
 - (b) the date on which the customer has ceased to pay the Contract Fees.
- 4.5 Civica shall make Services, Support and Managed Services available in respect of Software for a period of at least the Initial Term.

5. SOFTWARE LICENCE

5.1 Warranty

The Service Provider represents and warrants, and it is a condition of this agreement, that it is entitled to use and deal with in accordance with this agreement any Intellectual Property Rights which may be used by it in connection with the supply of, or which is incorporated in, any Services or activities under this agreement.

- 5.2 Civica grants to Customer upon payment of the applicable Fees and subject to the terms and conditions in this Contract, a non exclusive, non-transferable, non-sub licensable, licence for the term of this Contract in object code only to use the Software for the term of this Contract. The Software will include any Updates of the Software licensed to Customer under the Support Services.

Without prejudice to the other provisions of this Contract, the licence granted in Clause 5.2 is subject to the following conditions:

The licence is personal to Customer and the Software may only be used by Customer: for its internal business purposes

Except to the extent permitted by law, Customer will not decompile, reverse engineer, disassemble the Software or otherwise derive the source code of the Software nor permit any third party to do so, nor alter or modify the Software.

Customer may only make so many copies of the Software as are reasonably necessary for operational security, including back-up purposes, and lawful use. Customer will make full and accurate records of such copying and location of the copies and make these available to Civica on request.

Customer will not permit any third party to use, access or possess the Software nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind, except for a third party which provides outsourced services to Customer under a written agreement. The outsource provider and its staff will count towards the number of authorised Users Customer has.

5.3 Nothing in this clause affects any assignment of Intellectual Property Rights in any services or other items supplied under this agreement unless the parties expressly agreed in writing to the contrary.

5.4 BRC Data

- (b) BRC owns the right, title and interest in the BRC Data and is responsible for the integrity, accuracy and quality of the BRC Data and the means by which it acquires the BRC Data.
- (c) The Service Provider must:
 - (i) Use the BRC Data only to the extent and in such a manner necessary for the provision of the Services and in accordance with this agreement;
 - (ii) Not delete or remove any notices contained in or relating to the BRC Data; and
 - (iii) Not store, copy, disclose or use the BRC Data except as necessary for the performance by the Services Provider of its obligations under this agreement.

5.5 The Service Provider must:

- (a) promptly notify BRC of any suspect or actual infringement by any person of the Intellectual Property Rights; and
- (b) provide such assistance as is reasonably requested by BRC in relation to any proceedings BRC may take against that person to protect those Intellectual Property Rights.

5.6 Indemnity

Without limitation to any other rights in law, or provisions of this agreement, the

Service Provider indemnifies and will at all times keep BRC indemnified against any action, claim, suit, demand or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach or alleged breach of any third party's intellectual property rights relating to the Services.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

6.1 All proprietary, industrial and intellectual property rights including trademarks, copyrights, patents and designs associated with Software shall not become the property of nor pass to Customer but shall remain the property of Civica.

6.2 Civica shall indemnify Customer against any and all actions or claims incurred by Customer arising out of any actual or alleged infringement of any patent, copyright or other intellectual property right in respect of Software supplied under the Contract.

7. TERMINATION OF LICENCE

7.1 Upon termination or expiry of the Licence:

- (a) Customer will return Software and all copies thereof to Civica; or
- (b) Civica may on giving reasonable prior written notice repossess Software and all copies thereof wherever located and for that purpose Customer permits and shall continue to permit any duly authorised representative of Civica to enter into and upon any premises occupied by Customer.

8. UPDATES

8.1 From time to time Civica will make available Updates to Customer on magnetic media in a form suitable for Customer to install which:

- (a) incorporate corrections to errors and defects in Software in failing to comply with Civica's manuals; and/or
- (b) in Civica's opinion may improve the functionality and/or performance of Software.

9. SUPPORT

9.1 Civica will provide the standard Support as set out in the Civica Service Objectives document, as updated from time to time.

9.2 Customer agrees to:

- (a) allow Civica reasonable access to Software to enable Civica to perform its obligations hereunder and make available to Civica without charge

equipment and services including personnel reasonably necessary for inspecting, testing and operating Software;

- (b) ensure that all Customer's officers, employees, contractors and agents requesting Support are adequately trained in the normal and intended use and operation of Software.

9.3 If Customer requires Civica to provide Support then Customer shall notify such requirement to Civica at such address or telephone number or by such means as Civica may advise Customer from time to time.

9.4 Support will be provided by telephone, network link, facsimile or post as determined appropriate by Civica.

9.5 If Customer requests Civica to provide additional Support, Civica may, subject to availability of resources and in consideration of the payment of additional charges as agreed in Clause 6 of the Contract, carry out the work.

9.6 Support does not include:

- (a) installation and commissioning of Software;
- (b) training Customer's staff in the use and operation of Software;
- (c) modification or enhancement of Software; or
- (d) provision of consultancy services to Customer.

10. SERVICES

10.1 Civica agrees to make available to Customer qualified personnel for the Services specified in the Schedule to:

- (a) assist Customer to install and commission Software;
- (b) train Customer's staff in the use and operation of Software;
- (c) modify or enhance Software in accordance with an agreed specification; and
- (d) provide consultancy services to the Customer.

10.2 If Customer requests Civica to provide additional Services, Civica may, subject to availability of resources and in consideration of the payment of additional charges at Civica's rates agreed in Clause 6 of the contract, carry out the work.

11. MANAGED SERVICES AND QUALITY OF SERVICE

11.1 Civica agrees to provide to Customer the Managed Services specified in the Contract.

11.2 Civica will provide the Managed Services so as to meet the Civica Service Objectives document as updated from time to time.

11.3 If Customer requests Civica to provide additional Managed Services, Civica may, subject to availability of resources and in consideration of the payment of additional charges at Civica's current rates, provide the additional Managed Services.

12. WARRANTY AND LIMIT OF LIABILITY

12.1 Civica warrants that the Software will, during normal use, substantially perform the functions detailed within its manuals and any subsequent modifications to those manuals;

12.2 If Customer notifies Civica in writing that Software fails to comply with the above warranty then Civica shall at its option, and with the written agreement of the Customer either modify Software until it complies with the warranty or replace Software with software which complies with the warranty.

12.3 Civica warrants that Services, Support and Managed Services will be carried out by competent personnel.

12.4 Customer warrants that in licensing Software it has relied upon its own skill and judgement in the selection thereof, in the use and result it intends to obtain therefrom, and its fitness for a particular purpose.

12.5 Civica shall not be liable for any loss or damage which results from the incompatibility of Software with any non-Civica supplied software or the failure of Software to operate in conjunction with or communicate with any non-Civica software or media.

12.6 To the extent to which Civica is legally entitled to do so, Civica's liability for negligence or for breach of any express or implied term of the Contract shall at the option of Civica be limited to one of the following:

- (a) the replacement of Software or the supply of equivalent software;
- (b) the payment of the cost of replacing Software or of acquiring equivalent software;
- (c) the supplying of Services, Support or Managed Services again;
- (d) the payment of the cost of having Services, Support or Managed Services supplied again.

12.7 Civica will not be liable for any special, indirect or consequential loss or damage or loss of profit whether arising from negligence or otherwise. In no event shall Civica's liability under the Contract exceed the annual Contract Fees payable by Customer to Civica.

13. CONFIDENTIALITY

13.1 Customer acknowledges that all proprietary or confidential information which comes into its possession pursuant to or as a result of or in the performance of the Contract is not to be made available or disclosed to any person, firm or company without the prior written consent of Civica except where such information is required to be disclosed by law or government policy.

13.2 Civica agrees not to make public, disclose or use for purposes other than for the purposes of this Contract Customer's confidential information unless Customer gives prior written approval or the disclosure is required by law. Customer's confidential information includes Customer Data, information marked as confidential and information which by its nature is confidential. Civica will ensure that its officers, employees, agents and contractors do not disclose Customer's confidential information.

13.3 The provisions of this clause shall survive termination or expiry of the

Contract.

14. EMPLOYEES AND CONTRACTORS

13 Customer agrees that it will not, without Civica's prior consent, employ or solicit for employment whether directly or indirectly, any person who is employed by or contracted to Civica and who has supplied Services or Support to Customer during the preceding twelve (12) months provided that Customer may employ such a person where the person applies for a publicly advertised position.

15. FORCE MAJEURE

15.1 If a party is unable to perform or is delayed in performing an obligation under this agreement (other than an obligation to pay money) because of a Force Majeure Event:

- (a) that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
- (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of or to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this agreement because of the Force Majeure Event.

15.2 Where the Service Provider is not able to provide the Services or any part of the Services because of the Force Majeure Event, BRC will not be obliged to pay the Fees for the affected Services or part Services for the period that the Force Majeure Event continues.

15.3 A party whose performance or discharge of its obligations is affected by a Force Majeure Event must:

- (a) promptly give the other party notice of the event and an estimate of the non-performance and delay;
- (b) take all reasonable steps to mitigate or overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms);
- (c) resume compliance as soon as practicable after the event no longer affects either party; and
- (d) if the party affected is the Service Provider, then the Service Provider must provide a revised programme rescheduling the works to minimise the effect of any delay caused by the Force Majeure Event.

15.4 For the avoidance of doubt:

- (a) neither party will be responsible or liable for any costs, losses, expenses, damages or the payment of any part of the Fees during a force majeure event and any delay costs in any way incurred by the Service Provider due to a Force Majeure Event; and
- (b) a Force Majeure Event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

16. NOT REQUIRED

17. SPECIAL CONDITIONS

17.1 Special conditions to the Contract may be included in the Schedule. In the event of any conflict between such special conditions and the terms and conditions of the Contract the special conditions shall take precedence.

18. SUPPLEMENTS TO THE CONTRACT

18.1 The parties by written agreement may add a supplement to the Contract, in the form of a revised or additional Schedule, for the supply of additional Software, Services, Support or Managed Services. The provisions of Contract shall apply to the supplement as if it were part of the original Contract.

19. GENERAL PROVISIONS

19.1 In the event of any conflict between the terms and conditions of a Customer purchase order in respect of Support and the terms and conditions of the Contract, the terms and conditions of the Contract shall take precedence.

19.2 Any notice to be given pursuant to the Contract must be in writing and may be delivered by hand, by certified mail, by facsimile, by email or other electronic means to the addresses on the face hereof or to such other address as either party may establish by notice to the other in the foregoing manner. Notice will be deemed given:

- (a) if hand delivered, at the time such actual delivery is made to an officer or representative of the party on which the notice is served;
- (b) if mailed, on the third Business Day after posting; and

- (c) if transmitted by facsimile, on completion of transmission but if transmission is not completed by 5.00pm on a Business Day then at 9.00am on the next Business Day.
- (d) If sent by email or other electronic means, on a delivery notice being received but if sent by 5.00pm on a Business Day then at 9.00am on the next Business Day.

19.3 Civica may sub-contract for the performance of the Contract or any part of the Contract, and will inform the Customer of any such activities

19.4 No failure or delay in exercising a right, power or remedy under the Contract, and no course of dealing will operate as a waiver of a breach or default. No single or partial exercise of a right, power or remedy will preclude a further or other exercise of that or any other right, power or remedy.

19.5 A provision of or right created under the Contract may not be varied or waived except in writing signed by the duly authorised representatives of Civica and Customer.

19.6 A provision of the Contract which is illegal or unenforceable will be ineffective to the extent of the illegality or unenforceability without invalidating the remaining provisions of the Contract or affecting the validity or enforceability of the provision in another jurisdiction.

19.7 Headings used in the Contract are for convenience and ease of reference only, are not part of the Contract, and shall not be relevant to or affect the meaning or interpretation of the Contract.

19.8 The Contract shall be governed and construed according to the law for the time being in force in Queensland.

20. ENTIRE AGREEMENT

20.1 The parties agree that these terms and conditions (together with any other written terms and conditions expressly referred to and incorporated in the Contract) represent the entire agreement between the parties relating to the provision of Software, Services, Support and Managed Services by Civica to Customer and that no other statements or representations made by or on behalf of either party have been relied upon by the other in agreeing to enter into the Contract.

21. PRIVACY

21.1 The Service Provider acknowledges that, as part of the Services, it may collect and retain Personal Information in providing the Services.

21.2 The Service Provider must (and must ensure that its personnel) comply with the IP Act and ensure that it must:

- (a) not disclose, store, transfer or handle the information except in accordance with the IP Act;
- (b) take all reasonable steps to ensure that the information is protected from misuse or loss, and from unauthorised access, modification or disclosure;
- (c) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this agreement;
- (d) co-operate with any reasonable request or direction the other makes which relates to the protection of the information or the exercise of the functions of the Office of the Information Commission under the IP Act;
- (e) ensure that access to the information is limited to those of its personnel who are required to access that information for the purposes of this agreement; and
- (f) ensure that it maintains appropriate systems and processes to ensure the protection of the Personal Information to prevent any authorised or unlawful use or access of the Personal Information and against accidental loss, disclosure or destruction of, or damage or alternation to the Personal Information; and
- (g) comply with any reasonable direction of BRC in relation to a complaint concerning privacy received from an individual.

21.3 The Service Provider must provide all assistance reasonably required by BRC in respect of any obligations it may have in respect of the Services under the IP Act.

21.4 If the Service Provider becomes aware that it or its personnel is using, or has used, Personal Information in contravention of clause 21.2 (Contravening Conduct), the Service Provider must immediately:

- (a) provide BRC with notice of relevant details of the contravention; and
- (b) act to prevent or cease the Contravening Conduct.

21.5 Except as otherwise provided under the terms of this agreement, on termination of this agreement, the each party must:

- (a) not use, copy or disclose any Personal Information, and will use reasonable endeavours to procure that none of its personnel use, copy or disclose any

Personal Information; and

- (b) if requested by the other party promptly return, or destroy or procure the destruction of, all copies of the Personal Information and provide to the other parties satisfaction evidence of such destruction.

22. INSURANCE

22.1 Civica will ensure that throughout the term of this Contract it is insured with, or is the beneficiary under a policy with, a reputable insurance company with respect to the following types of insurance having the minimum cover as stipulated below:

- (a) professional indemnity insurance with cover of GBP 10 million;
- (b) public liability insurance with cover of \$20 million per occurrence;
- (c) product liability insurance with cover of \$20 million per occurrence and in the aggregate; and
- (d) workers' compensation insurance as required by law.

22.2 Civica will, on request, produce to Customer satisfactory evidence that Civica has effected and/or renewed a particular insurance policy or that Civica continues to be a beneficiary under a particular insurance policy.

23. CUSTOMER DATA

23.1 Civica acknowledges that title and all copyright and other intellectual property rights in Customer Data will at all times remain owned by Customer.

23.2 Customer grants to Civica a non-exclusive, non-transferable, royalty-free licence for the term of this Contract to use, copy, reproduce, adapt and modify Customer Data for the purposes of this Contract.

23.3 Civica will, at no additional cost to the Customer, immediately return to the Customer or its nominee, or permanently delete or destroy, all Customer Data in the possession or control of Civica or its agents or contractors on the earlier of:

- (a) receiving a request from Customer; and
- (b) expiry or termination of this Contract.

23.4 Civica will, at no additional cost to Customer, comply with Customer's reasonable security requirements for the handling of Customer Data notified to Civica from time to time.

23.5 Civica will, at its own cost, do all things and execute all documents necessary or convenient for the purpose of giving effect to this clause 23.

23.6 This clause 23 will survive the expiry or termination of the Contract.

24. OCCUPATIONAL HEALTH AND SAFETY

24.1 Civica agrees when using Customer's premises to comply with all reasonable directions of Customer, including but not limited to documented procedures relating to occupational health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to Civica by Customer or which might reasonably be inferred by Civica in all the circumstances.

24.2 In addition to the requirements of clause 24.1, Civica agrees that when working on Customer's premises, it will comply with all applicable Commonwealth, State and local government laws, regulations and procedures relating to occupational health and safety.

25. AUDIT

25.1 Audits may be conducted under this clause 25 in respect of:

- (a) Civica's compliance with all its obligations under this Contract; and
- (b) any other matters reasonably determined by Customer to be relevant to the performance of Civica's obligations under this Contract.

25.2 Civica must, at no additional cost to Customer, participate promptly and cooperatively in any audits conducted by the Customer or its nominee.

25.3 Civica must promptly take, at no additional cost to Customer, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way Civica has performed its obligations under this Contract.

25.4 For the purposes of this clause 25, Civica must grant access as required by Customer to Civica's premises and data, records, accounts and other material relevant to the performance of this Contract.

26. KNOWLEDGE TRANSFER

26.1 At any time within twelve months prior to the expiry or termination of this Contract, Civica must if requested by Customer, and upon payment of

Civica's reasonable costs, which will be agreed with the Customer, provide the following assistance to Customer:

- (a) provide access to all Customer Data and all other information and material relating to this Contract in the possession or control of the Civica or its agents or contractors;
- (b) make Civica's officers, employees, agents and contractors involved with performing Services, Support or managed Services available for discussions with Customer provided that the time, length and subject of these discussions shall be reasonable; and
- (c) assist in transferring responsibility for providing Services, Support or Managed Services either to an alternative service provider or to Customer itself.

26.2 This clause 26 will survive the expiry or termination of this Contract.

27 TERMINATION

27.1 Termination by BRC

BRC may terminate this agreement with immediate effect by giving written notice to the Service Provider, if the Service Provider:

- (a) breaches any material provision of this agreement which is:
 - (i) not capable of remedy; or
 - (ii) capable of remedy, but fails to remedy the breach within 20 Business Days after receiving notice from the Service Provider requiring it to do so; or
- (b) becomes the subject of an Insolvency Event.

27.2 Termination by the Service Provider

The Service Provider may terminate this agreement with immediate effect by giving written notice to BRC if:

- (a) BRC breaches any material term of this agreement which is:
 - (i) not capable of remedy; or
 - (ii) capable of remedy, but fails to remedy the breach within 20 Business Days after receiving notice from the Service Provider requiring it to do so; or
- (b) BRC becomes the subject of an Insolvency Event.

27.3 Notice of Insolvency Events

A party must give notice to each other party if an Insolvency Event happens to that party.

27.4 Effect of termination

If this agreement is terminated under this clause, no party will have any liability to any other party unless the liability arose prior to the date of termination.

27.5 Payment for Services supplied before termination

Promptly after termination of this agreement, BRC must pay the Service Provider that part of the Subscription Fee that relates to Services supplied and completed up to and including the termination date.

28. POST TERMINATION HANDOVER OBLIGATIONS

28.1 Post termination

Upon termination of this agreement for whatever reason, the Service Provider acknowledges that a Handover Period applies and it must comply with the requirements set out in this clause 28.

28.2 Handover obligations

- (a) The Service Provider is obliged to comply with the following terms during the Handover Period at a cost to BRC`
- (b) During the Handover Period, the Service Provider must, without prejudice to any other provisions of this agreement:
 - (i) provide such assistance as reasonably required by BRC for the facilitation of an efficient and effective transfer of the Services;
 - (ii) take all reasonable steps to ensure that on the termination there is an effective and seamless transfer of the Services to BRC and / or any Successor Provider; and
 - (iii) implement and comply with any exit management plan (or such other directions by BRC in accordance with clause 28.2(b); and
- (iv) ensure any information or copy of materials which is delivered to BRC and/or the Successor Provider on termination of this agreement is complete, accurate and up to date and is free from any Malicious Software or any such other thing which may undermine the integrity of the Services.

28.3 Provision of assistance

- (a) The Service Provider must ensure that any and all information provided by the Service Provider for the purposes of these post termination provisions are true and accurate in all material respects.
- (b) The Service Provider acknowledges and agrees that BRC is entitled to and the Service Provider gives permission to BRC:
 - (i) to use all information provided to it under this clause 28 for the purposes of the continuation of the Services, and
 - (ii) to disclose such information to any third party including any potential Successor Providers.

(c) The Service Provider must not at any time knowingly or recklessly do or omit to do anything which may adversely affect the ability of BRC to ensure an orderly and prompt transfer of the Services (or any part of them) to BRC or any Successor Provider either prior to, upon or after termination of this agreement.

28.4 Return of Contract Materials and Confidential Information

Notwithstanding any other provisions, at any time on and from the termination date to the extent that it has not already delivered the same, at the request of BRC, the Service Provider must return to BRC in the same form as originally provided, or another form as agreed by both parties:

(a) all Confidential Information in material form (including without limitation, those parts of all notes and other records of the Service Provider containing Confidential Information of BRC) in the possession or control of the Service Provider at that time; and

(b) any property (including software and other intellectual property whether licensed or owned) of BRC in the possession or control of the Service Provider at that time.

Notwithstanding any other provisions, at any time on and from the termination date to the extent that it has not already delivered the same, at the request of the Service Provider, BRC must return to the Service Provider in the same form as originally provided, or another form as agreed by both parties:

(c) all Confidential Information in material form (including without limitation, those parts of all notes and other records of BRC containing Confidential Information of the Service Provider) in the possession or control of BRC at that time; and

(d) any property (including software and other intellectual property whether licensed or owned) of the Service Provider in the possession or control of BRC at that time.

28.5 Provision of Services during the handover period

Unless BRC specifies otherwise, during the Handover Period, the Service Provider must continue to provide the Services in accordance with this agreement and ensure that this is no degradation in the standard to which the Services are provided.

29. GST

29.1 Interpretation

In this agreement:

(a) expressions which are not defined but have a defined meaning in GST Law have the same meaning as in the GST Law; and

- (b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

29.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

29.3 Payment of GST

If GST is payable by a Service Provider or by the representative member for a GST group of which the Service Provider is a member, on any supply made under this agreement, the recipient will pay to the Service Provider an amount equal to the GST payable on the supply.

29.4 Tax invoice

The Service Provider must deliver a tax invoice or an adjustment note to the recipient before the Service Provider is entitled to payment of an amount under this agreement. The recipient can withhold payment of the amount until the Service Provider provides a tax invoice or an adjustment note, as appropriate.

29.5 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Service Provider under this agreement, the amount payable by the recipient will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Service Provider or by the Service Provider to the recipient as the case requires.

29.6 Reimbursements

Where a party is required under this agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

30. DISPUTES

- (a) If a dispute arises, the dispute must be referred to each party's authorised representative (as nominated from time to time) for resolution.
- (b) If the dispute is not resolved within 10 business days of such referral it must be referred for resolution to a panel consisting of a senior management representative of each of the parties.

If the dispute is not resolved, or the panel does not meet within 10 days of such referral, either party may commence legal proceedings

31. USE OF BRC LOGOS

31.1 BRC logos

(a) The Supplier must not, at any time, clause 31.2 outstanding, use in the course of trade or business any BRC Trade Mark or BRC Insignia without the prior written consent of the BRC.

(b) The operation of this clause 31 survives expiry or termination of this Agreement and any Goods and Services Contract, including termination for breach by either party.

31.2 Use of BRC logos

BRC grant permission to the Supplier to use the BRC Trade Mark and/or Insignia in the Software and Software materials for the purpose of delivering this Contract.



Item

13 December 2016

Item Number:

O1

File Number:

qA9718

Part:

WASTE & RECYCLING

Portfolio:

Community & Environment

Subject:

Community Consultation Draft Regional Council Waste Management and Resource Recovery Strategy 2016-2025

Report Author:

Gavin Crawford, Manager Waste & Health Services

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Environment - 4.2.1 A natural environment that is valued and sustainable

Background:

Bundaberg Regional Council (BRC) was formed following the amalgamation of the Bundaberg, Burnett, Isis and Kolan Councils. This draft Waste Management and Resource Recovery Strategy focuses strongly on a review of the facilities and services. Bundaberg Regional Council has an abundance of transfer stations and landfills and the intention is to gradually close landfills and transfer stations and utilize larger transfer stations and larger regional landfills. There is also a need to plan ahead to establish an appropriate waste facility network that will provide for the future waste disposal needs of the Bundaberg Regional Council.

The vision for Waste Management in the region is summarized as:

“To provide efficient, cost effective, environmentally sustainable and safe waste and recycling services and facilities”.

This draft strategy addresses waste prevention and minimization, collection, treatment, resource recovery, final disposal and remediation of site for post closure. Bundaberg Regional Council considers the regulatory frameworks that impact on managing waste and applies local understanding of the region to provide a strategy that is relevant to the Bundaberg Region. The strategy development process assessed the existing arrangements against industry benchmarks and service levels.

The development of Strategy Goals provides a framework to focus the actions that BRC will take over the next ten years. Eight Strategy Goals were developed being:

1. Responsible provision of domestic, commercial and public place collection services.
2. Deliver commercial collection services in conjunction with private operators.

3. Gain efficiencies in collection services for council premises and facilities.
4. Provide the optimal network of waste transfer and disposal facilities.
5. Responsible management of waste transfer & disposal facilities
6. Provide landfills to meet the regions short & long term waste disposal needs.
7. Provide opportunities to reduce waste disposal to landfill.
8. Provide community waste education.

Bundaberg Regional Council (BRC) has responsibility for managing a large portion of the wastes generated in the region. This draft strategy will guide the way waste is managed and will provide a timetable for BRC to prioritize how and when it addresses the issues associated with a growing community and a changing waste management landscape.

Managing waste today and in the future needs to consider and respond to a growing list of impacts that result from the ways we choose to manage discarded items. Community health and safety, economic conditions, environmental impacts, climate change, resource recovery and recycling are key areas of consideration. A number of these are influenced by legislated requirements which will be considered in the development of this strategy.

BRC does not have total responsibility for managing all waste. Principally Councils are required by legislation to have responsibility for collecting waste from households. The extent of Council's involvement in other services including landfill, transfer stations, and commercial services is to a large degree influenced by private sector involvement in the various activities. For BRC as for most Council's the involvement extends into virtually all areas of waste management in the region. Therefore, this strategy will attempt to address all solid wastes identifiable within the region.

This strategy is intended to address all areas of waste management from waste prevention and minimization, to its collection, treatment, resource recovery and final disposal. The strategy is designed to:

- establish a program of actions to manage waste in ways that are economically and technically feasible, environmentally safe and publicly acceptable
- allow for the incorporation of new and emerging technologies and appropriate responses to be made in the event of changes in the solid waste stream
- enhance Councils capacity to co-operate with industry and the community, other tiers of government and neighbouring Councils on waste management issues.

A fundamental goal of the strategy is to review the facilities and services that exist following the amalgamation of the Bundaberg City, Burnett, Kolan and Isis Councils into the Bundaberg Regional Council. The intention is to gradually close landfills and utilize transfer stations and utilize landfills including the Bundaberg Regional landfill at Cedars Road.

There is no one simple action that will deliver resource recovery and waste minimization. A fundamental principal of this waste strategy is to address waste generation at source and introduce actions that will support source separation. Source separation is recognized as the most efficient way to manage waste, as the more

materials that are processed the more energy is required, and the more greenhouse gases generated.

The strategy also recognizes the various sectors that make up the overall waste stream. These include the Domestic, Commercial and Industrial (C&I) and Construction and Demolition (C&D) waste streams.

This Waste Management and Resource Recovery Strategy is a tool for Council to review performance, identify potential areas for improvement, provide frameworks for improving waste minimization and education, as well as allowing for the development and achievement of future environmentally responsible goals and objectives and future annual budgets.

In addition to the Draft Waste Strategy, Bundaberg Regional Council is a signatory to the Wide Bay Regional Organisation of Councils' Waste Strategy that is titled "WBBROC" – Waste Management and Resource Recovery Strategy 2015 – 2020, and this regional plan has also informed the Draft Waste Strategy.

Bundaberg Regional Council recognises waste as a potential resource, and will develop cost effective strategies to minimise waste production and embrace sustainable resource management.

This strategy endeavours to give the highest priority to waste avoidance, reduction and re-use as the guiding principles for developing strategies and actions.

Prior to adopting the strategy Council will release the draft Waste Management and Resource Recovery Strategy to the community for public consultation. The draft strategy will be made available for a minimum period of 28 days.

Following the community consultation period, a report of the community input will be presented to Council for direction prior to drafting the final report. Following this consultation process the final Waste Management and Resource Recovery Strategy will be presented to Council for resolution and adoption.

Associated Person/Organization:

Gavin Crawford, Manager Waste and Health Services

Consultation:

Portfolio Spokesperson: Cr SA Rowleson

Divisional Councillor: Nil

Legal Implications:

There appear to be no legal implications.

Policy Implications:

This Waste Management and Resource Recovery Strategy will be used as a guiding document for the Waste and Recycling section of Council

Financial and Resource Implications:

The Waste and Recycling Strategy aims to minimise Capital and Operational costs for the Waste and Recycling section for the period on 2017-2025.

Risk Management Implications:

The Waste Strategy has been developed to reduce as much as possible risks to Council.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓](#)1 Draft Waste Management and Resource Recovery Strategy 2016-2025

Recommendation:

That Community Consultation be undertaken for a period of 28 days (commencing in February 2017) on the Draft Waste Management and Resource Recovery Strategy 2016-2025; and submissions received be considered by Council prior to the adoption of the Waste Management and Resource Recovery Strategy 2016-2025.



WASTE MANAGEMENT & RESOURCE RECOVERY STRATEGY 2016–2025

*Providing efficient, cost effective,
environmentally sustainable and safe
waste and recycling services and facilities.*

November 2016

**Bundaberg Regional Council Waste Management and Resource Recovery Strategy
2016 - 2025**

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1 EXECUTIVE SUMMARY

Bundaberg Regional Council (BRC) was formed following the amalgamation of the Bundaberg, Burnett, Isis and Kolan Councils. This is the first waste management strategy developed since the new Council was formed. Therefore, it focuses strongly on a review of the facilities and services. Bundaberg Regional Council has an abundance of transfer stations and landfills and the intention is to progressively close minor landfills and transfer stations and utilise transfer stations and larger regional landfills. There is also a need to plan ahead to establish an appropriate waste facility network that will provide for the future waste disposal needs of the Bundaberg Regional Council.

The vision for Waste Management in the region is summarised as:

“To provide efficient, cost effective, environmentally sustainable and safe waste and recycling services and facilities”.

This strategy addresses waste prevention and minimisation, collection, treatment, resource recovery, final disposal and remediation of site for post closure. Bundaberg Regional Council considers the regulatory frameworks that impact on managing waste and applies local understanding of the region to provide a strategy that is relevant to the Bundaberg Region. The strategy development process assessed the existing arrangements against industry benchmarks and service levels.

The development of Strategy Goals provides a framework to focus the actions that BRC will take over the next ten years. Eight Strategy Goals were developed being:

1. Responsible provision of domestic, commercial and public place collection services.
2. Deliver commercial collection services in conjunction with private operators.
3. Gain efficiencies in collection services for council premises and facilities.
4. Provide the optimal network of waste transfer and disposal facilities.
5. Responsible management of waste transfer & disposal facilities
6. Provide landfills to meet the regions short & long term waste disposal needs.
7. Provide opportunities to reduce waste disposal to landfill.
8. Provide community waste education.

Following a detailed review of existing facilities and services a series of actions have been developed to support the achievement of the strategy goals. Finally timeframes have been provided to guide the successful implementation of the strategy. The actions and timeframes are summarised below.

Short Term Actions – 2016 - 2018
Complete the Disaster Sub Plan for Waste and Recycling.
Implement processes to identify and capture data for all waste generated in Council activities.
Review the operation and continuation of low use Waste Facilities
Develop a Waste Reduction and Recycling Plan.
Review and implement changes to the operations and the fill plan for the Bundaberg Regional landfill (Cedars Road Landfill).
Review adopting a health, safety and amenity local law to cover waste management, community amenity and safety not covered by other legislation.
Review and assess the opening days and hours of all waste management facilities.
Review the operations of re-use shops (including the use of external firms in management of re-use shops.
Review the contracting out of smaller waste facilities as a package including Childers, Woodgate and South Kolan commencing in April 2018.
Expand the defined waste collection area to include as many rural residential and rural properties as possible.

Medium Term Actions – 2019 to 2025
Review all waste types that will be accepted and processed at each waste facility.
Establish a minor transfer station at the existing Childers landfill site.
Establish a new Material Resource Recovery Facility (MRF) at University Drive and have the plant operational by the 01/12/2025.
Review the green waste options if commercial composting companies do not capture the majority of the green waste market by 2020.
Review the longer term needs for the coastal and Bargara area and provide either a minor or medium transfer station in the longer term.
Review the viability of a construction and demolition resource recovery facility at the Qunaba Landfill to recycle construction wastes.
Ensure licence is retained to dispose of general waste at the Meadowvale and Avondale Landfills.

Long Term Actions – Beyond 2025
Establish a minor transfer station at the existing Tirroan Landfill site.
Provide either a minor or medium transfer station at the Qunaba Landfill.
Complete the BRC landfill capping program as adopted by BRC at its meeting of the 20 th April 2015.

Ongoing Actions
Manage and provide collection services.
Monitor actions initiated by the private waste sector and remain informed of any changes to local government's position in relation to commercial service delivery.
Continue filling the Qunaba and Tirroan Landfills to achieve final levels.
Continue operating the University Drive landfill to achieve the approved landfill profiles.
Continue providing facilities that cater for all general recycling options at all BRC sites.
Continue the concrete processing activities at the Qunaba Landfill.
Continue to deliver a Community Waste Education Program.
Complete a domestic kerbside waste and recycling audit every five years.
Review the BRC Waste and Recycling Business Plan every 3 (three) years.

2 OVERVIEW

Bundaberg Regional Council (BRC) has responsibility for managing a large portion of the wastes generated in the region. This strategy will guide the way waste is managed and will provide a timetable for BRC to prioritise how and when it addresses the issues associated with a growing community and a changing waste management landscape.

Managing waste today and in the future needs to consider and respond to a growing list of impacts that result from the ways we choose to manage discarded items. Community health and safety, economic conditions, environmental impacts, climate change, resource recovery and recycling are key areas of consideration. A number of these are influenced by legislated requirements which will be considered in the development of this strategy.

BRC does not have total responsibility for managing all waste. Principally Councils are required by legislation to have responsibility for collecting waste from households. The extent of Council's involvement in other services including landfill, transfer stations, and commercial services is to a large degree influenced by private sector involvement in the various activities. For BRC as for most Council's the involvement extends into virtually all areas of waste management in the region. Therefore this strategy will attempt to address all solid wastes identifiable within the region.

This strategy is intended to address all areas of waste management from waste prevention and minimisation, to its collection, treatment, resource recovery and final disposal. The strategy is designed to:

- establish a program of actions to manage waste in ways that are economically and technically feasible, environmentally safe and publicly acceptable
- allow for the incorporation of new and emerging technologies and appropriate responses to be made in the event of changes in the solid waste stream
- enhance Councils capacity to co-operate with industry and the community, other tiers of government and neighbouring Councils on waste management issues.

A fundamental goal of the strategy is to review the facilities and services that exist following the amalgamation of the Bundaberg City, Burnett, Kolan and Isis Councils into the Bundaberg Regional Council. The intention is to progressively close minor landfills and transfer stations and utilise landfills including the Bundaberg Regional landfill at Cedars Road.

There is no one simple action that will deliver resource recovery and waste minimisation. A fundamental principal of this waste strategy is to address waste generation at source and introduce actions that will support source separation. Source separation is recognised as the most efficient way to manage waste, as the more materials that are processed the more energy is required, and the more greenhouse gases generated.

The strategy also recognises the various sectors that make up the overall waste stream. These include the Domestic, Commercial and Industrial (C&I) and Construction and Demolition (C&D) waste streams.

This Waste Management and Resource Recovery Strategy is a tool for Council to review performance, identify potential areas for improvement, provide frameworks for improving waste minimisation and education, as well as allowing for the development and achievement of future environmentally responsible goals and objectives and future annual budgets.

BRC is a signatory to the Wide Bay Regional Organisation of Councils' Waste Strategy that is titled "WBBROC" – Waste Management and Resource Recovery Strategy 2015 – 2020.

2.1 ADOPTED PRINCIPALS

Bundaberg Regional Council recognises waste as a potential resource, and will develop cost effective strategies to minimise waste production and embrace sustainable resource management.

This strategy endeavours to give the highest priority to waste avoidance, reduction and re-use as the guiding principles for developing strategies and actions.

Other principles which apply include:

Environmental Responsibility:

- Sustainable resource management
- Continuous Improvement

Financial Responsibility:

- Full cost pricing
- User pays
- Polluter pays
- National Competition Policy

Responsibility to the Community:

- Ongoing education and marketing
- Effective information and feedback channels
- Demand management
- Cost effective and efficient services to the community

2.2 THE VISION

2.2.1 Corporate Vision

The Bundaberg Regional Council Corporate Plan 2014 – 2019 provides a vision for the Regional Council.

Our Vision: “Bundaberg Region – Vibrant, progressive, connected and sustainable“

2.2.2 Outcome: A natural environment that is valued and sustainable

Strategies – Provide a range of community awareness and educational activities and programs that support the preservation of the regions natural environment.

2.2.3 Vision for the Waste Management and Resource Recovery Strategy

Bundaberg Regional Council maximises the environmental, social and economic opportunities of waste management activities by:

- Having a commitment to quality and cost effective waste management services;
- Fostering partnerships with the community, industry and governments to develop initiatives that reduce waste;
- Achieving our vision through innovation, leadership and a commitment to responsible and sustainable solutions.
- Pursuing responsible and sustainable resource management, innovation, effective business development and systems, and community consultation.

“To provide efficient, cost effective, environmentally sustainable and safe waste and recycling services and facilities.

2.3 OBJECTIVE

This Waste Management and Resource Recovery Strategy will address the legislative and regional conditions that impact on waste management, and assess the existing practices. The objective is to provide short, medium and long term policy and planning objectives for BRC to implement.

Figure 1 - Strategy Goal Timeframes

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	Beyond
Timeframe	Short term		Medium Term							Long Term
Strategy Goal	Goals supported by recommended actions Identified project options									Identified Project

2.4 STRATEGY FRAMEWORK

The strategy is divided into logical waste management functions based on the areas that BRC will focus on. A description of the services involved with these functions is provided below.

Figure 2 - Strategy Framework

Strategy Vision Focus	Services Involved
Collection Services	Domestic Waste wheeled bins. Domestic Recycling wheeled bins Domestic Organic Waste collection Street & Park Litter Bin collection Commercial Waste Commercial Recycling Construction and Demolition Waste
Waste Transfer and Disposal Facilities	Transfer Stations Landfill sites
Resource Recovery	Domestic Recycling Commercial Recycling Sort and Processing Facilities (e.g. Dirty MRF ¹) Waste Minimisation and Education

Dirty MRF (Materials Recovery Facility) is generally a site that accepts and processes Construction and Demolition materials including timber, concrete, steel, plastics. The materials may be processed on site for supply direct to markets or consolidated and moved off-site to a recycling facility.

3 BACKGROUND

3.1 REGULATORY FRAMEWORK

Virtually all activities that occur when managing waste are influenced by a regulatory environment. Principally these frameworks are defined at the National and State levels and they include both policies and laws.

3.1.1 National Waste Policy

In November 2009 all Australian Environment Ministers signed off a National Waste Policy (NWP). Its intent is to be a driver for change and future planning. A key principle of the NWP is the promotion of partnerships between various stakeholders, with each taking responsibility for their own waste minimisation. To date the NWP has focused on Extended Producer Responsibility (EPR) with self-funded programs being initiated in 2012 for the collection and management of items including electronic waste (end-of-life televisions and computers) and possibly tyres at a future time. These are similar to existing funded programs for chemical container and used oil collections. For BRC the expansion into other types of waste may involve providing or assisting with the collection of items.

3.1.2 Australian Packaging Covenant

The Australian Packaging Covenant (APC) formerly known as the National Packaging Covenant (NPC) provides a mechanism for industries involved in consumer packaging supply chains to contribute to managing the impacts of packaging waste. Funds created by the covenant arrangements are applied to projects and previously this has included funding to local governments for packaging related projects including littering and collection/processing of recyclables. BRC should maintain a watching brief to identify any project funding opportunities available from the APC.

3.1.3 Mandatory Renewable Energy Targets

Australia has adopted targets for renewable energy generation with the arrangements being managed under several pieces of supporting legislation and regulations. In 2010 Mandatory Renewable Energy Targets (MRETS) were established which require 20% of Australia's energy generation to come from green or renewable energy sources by 2020.

One area of interest in achieving the targets is Bioenergy which includes energy from waste. The types of technologies that convert waste to energy are generally more expensive than traditional landfill costs however those landfills that attract the carbon tax will become more costly particularly as the carbon certificate prices increase. The less expensive and somewhat simpler processes such as wood waste to energy are likely to be more attractive. BRC should maintain a watching brief on these targets and associated technologies.

3.1.4 Environmental Protection Act 1994 (QLD)

The Environmental Protection Act (1994) is the Queensland legislation that controls the general environmental impacts of managing waste. This act and subordinate legislations are aimed at protecting the environment while allowing for development to occur in a sustainable way. The design and operations of waste facilities particularly landfills are significantly controlled by requirements of this legislation.

3.1.5 Waste Reduction and Recycling Act 2011 (QLD)

In 2011 the Queensland Government introduced the Waste Reduction and Recycling Act with the aims being to:

- Promote waste avoidance and reduction, and resource recovery and efficiency actions;
- Reduce the consumption of natural resources and minimise the disposal of waste by encouraging waste avoidance and the recovery, re-use and recycling of waste;
- Minimise the overall impact of waste generation and disposal;
- Ensure a shared responsibility between government, business and industry and the community in waste management and resource recovery;
- Support and implement national frameworks, objectives and priorities for waste management and resource recovery.

This Act also strengthens the requirement for all parties including Local Governments to report waste and recycling data.

The Act provides:

- A waste disposal levy on all waste sent to landfill (Currently \$0.00) ;
- A requirement for Queensland Government agencies and local governments to prepare waste reduction and recycling plans;
- Introduction of product stewardship arrangements for any waste products that are identified as a growing problem for landfill in the future;
- Strengthened litter and illegal dumping offences, including public reporting of vehicle-related littering offences.

Subsequent to the adoption of the Act a newly elected Queensland Government has amended the legislation including the removal of the waste disposal levy.

All local governments must adopt a Waste Reduction and Recycling Plan which must, where reasonably practicable, include the following:

- Waste reduction and recycling targets for:
 - Waste generated by the local government in carrying out its activities;
 - Waste generated by households in the local government's area;
 - Other waste generated in the local government's area other than by the local government.
- Actions to be taken to improve waste reduction and recycling of:
 - Waste generated by the local government in carrying out its activities;
 - Waste generated by households in the local government's area;
 - Other waste generated in the local government's area other than by the local government.
- Details of current and proposed waste infrastructure;
- The management and monitoring of the local government's performance under the plans;
- Information about achieving continuous improvement in waste management.

3.1.6 Queensland Waste Avoidance and Resource Productivity Strategy 2014 - 2024

The Queensland Avoidance and Resources and Productivity Strategy 2014-2024 was adopted in December 2014.

It outlines many opportunities and challenges ahead for Queensland as we work to improve our collective waste avoidance and recovery performance.

The Strategy relies on action plans that have yet to be published and also lacks any enforceable actions for failure to meet the 2024 targets.

Strategy targets have been identified for reducing waste to landfill, increasing recycling and reducing the generation of waste. The priority targets listed to achieve by 2024 include:

- Reduce waste to landfill by 15% by 2024;
- Improve municipal solid waste (Domestic) recycling rate to 45% by 2024.
- Improve commercial and industrial waste recycling rate to 55% by 2024;
- Reduce the per capita generation of waste by 5% to 1.8 tonnes per person per year by 2024;
- Improve construction and demolition waste recycling rate to 80% by 2024.

3.1.7 Clean Energy Act 2011

The Australian Clean Energy Act 2011 aims to ensure compliance with international obligations, support a global response to climate change, take action to meet Australia's long term greenhouse gas targets and put a price on greenhouse gas. BRC and Landfill Gas Industries (BRC landfill gas contractor) have registered projects under the Emissions Reduction Fund program.

3.2 THE BUNDABERG REGION PROFILE

The Bundaberg Region is strategically situated at the southern end of the Great Barrier Reef and stretches from the Burrum River to Baffle Creek. Our region is comprised of 6,451 square kilometres and is home to approximately 95,000 people. Collectively, we are renowned for our resilient spirit, our superb climate, affordable cost of living, first-class facilities, and our relaxed lifestyle.

Bundaberg's coastal zone provides unsurpassed fishing, diving, beach and boating activities and incorporates a number of picturesque seaside townships, including Buxton, Woodgate Beach, Coonarr, Elliott Heads, Coral Cove, Innes Park, Bargara, Burnett Heads and Moore Park Beach. Residents and visitors alike enjoy safe swimming year round and appreciate the peace and tranquillity of our beautiful seaside destinations.

The Bundaberg region is home to a number of successful enterprises, including the manufacture of aircraft and components, boats and timber, and of course our internationally famous Bundaberg Rum and Bundaberg Brewed Drinks. These two companies have developed exciting visitor centres to share their success story with residents and visitors. Similarly, the Hinkler Hall of Aviation, in our magnificent Botanic Gardens on the city's north side, celebrates local pioneer, solo aviator Bert Hinkler.

While Bundaberg is the commercial capital of the region, there are a vast range of experiences and opportunities for new and current residents within a short distance. At the region's southern gateway is the town of Childers, featuring the peaceful vibrancy of a provincial centre overlooking rolling hills of

sugarcane, small crops and small industry. Similarly, the northern highway town of Gin Gin tells a fascinating historic tale with genuine bush spirit, and also provides occasion for freshwater fishing and weekend country escapes.

Abundant potential exists within our region for a new wave of investment opportunities. Our close proximity to South East Queensland, our excellent water, transport and other infrastructure, including a progressive sea port, airport and aerospace precinct, which links the Bundaberg region to southern capitals and international destinations, have been strategically established to attract and support sustainable investment and enterprise.

The Bundaberg region is rapidly progressing to be a destination of choice – for residents, visitors and investors.



3.3 POPULATION TRENDS AND WASTE GENERATION PROJECTIONS

3.3.1 Population Projections

The population of the Bundaberg Regional Council has maintained nine constant growth rate. Using population growth figures provided by the Queensland Government - Population Information Forecasting Unit (PIFU), the number of residents within the BRC area is set to increase from approximately 94,283 persons in 2014 to 121,191 persons by 2036. The population for the region is projected to increase by an average annual growth rate of 1.1% over the period between 2014 and 2036.

In addition to this growth, further pressure is placed upon waste services activities with over 1.44 Million visitors per annum. The Medium series population growth projections contained in the Table below has been selected for the purposes of modelling.

Figure 3 – Bundaberg Population

Bundaberg Region	2014	2036	% Change Population
	94,283	121,191	28.5%

3.3.2 Waste Data

For the year July 2015 to June 2016 an estimated 1.33 tonnes of waste was generated per person in the BRC area. This represents the total waste stream and includes waste that was disposed to landfill as well as materials that were recycled including such items as the contents of kerbside recycling bins and green wastes that were processed for reuse. It is common to have waste generation rates of 1.8 to 2.1 tonne per person.

Waste data are generally based on volumes represented as tonnage. BRC has initiated processes for capturing waste data at the majority of sites. Most of the actual tonnage data is captured via weighbridge transactions while at some sites volumetric capacity is recorded. Therefore it should be noted that some of the data represented in this document as waste tonnages are based on estimates using industry benchmarks and site assessments. This can invariably lead to some minor distortion of the data.

Developing a Waste Management and Resource Recovery Strategy requires some understanding of the types of waste generated in the region and an assessment of the current arrangements to manage those wastes. Once the sources and volumes of waste are known then the appropriate assessments can be made and well informed conclusions and plans can be formulated.

3.3.3 Sources of Waste

The Queensland Governments legislation requires Council's to plan for and report on all waste within their respective area where practicable. This recognises that other factors such as private commercial operators will limit the controls and planning that Councils can exercise over all wastes. It is reasonable to expect that some waste collection and/or disposal may result in waste being transported outside the Bundaberg region. Therefore this strategy can only focus on known waste sources and the estimated volumes of those wastes that are currently managed.

The information below provides an estimate of the waste managed for each waste source in 2015/2016.

Figure 4a - Estimated Waste Tonnes 2015/16

Type	Waste Source	Tonnes	% of Waste to Landfill	% of Total Waste
Waste to Landfill	Municipal Solid Waste	40,577	55	32
	Construction and Demolition	11,063	15	9
	Commercial and Industrial	22,688	31	18
	TOTAL WASTE TO LANDFILL	74,327	100	
			% of Waste Reused and Recycled	
Reuse and Recycle	Municipal Solid Waste	14,856	29	12
	Construction and Demolition	31,010	60	25
	Commercial and Industrial	6,104	12	5
	TOTAL REUSED OR RECYCLED	51,971	100	
TOTAL WASTE		126,298		100

3.3.4 Total Waste Projections

Combining the population projections with the current total waste data provides a future view of the amount of waste that would be expected to be generated in the BRC area. These projections do not take account of any waste reduction or diversion that may occur. They are meant to indicate the quantum of waste that will require managing at various time intervals.

Figure 5 - Projected Total Waste (Tonnes) and Projected Landfill Airspace m3

Year	2016	2021	2026	2031
Total Waste (tonnes)	123,814	137,767	153,227	170,423
Landfill Airspace m3	179,612	199,853	222,280	247,225

3.4 WASTE REDUCTION AND RECYCLING

Waste reduction targets set nationally and continuously promoted to reduce the amount of waste to landfill have not seen a significant reduction in waste tonnages. Locally this is not caused through the endeavours of Council to reduce waste to landfill through recycling and reuse but is recognised as a function of lifestyle and consumption patterns.

There needs to be an increased effort to ensure that Council faces the added challenge of managing these increased wastes not only from consumption but from the increases in domestic and industry growth and associated issues.

3.4.1 Goals and Targets

Setting future waste reduction and recycling targets for the various waste streams including municipal, commercial/industrial and construction/demolition wastes will require a degree of confidence in the accuracy of the detailed baseline data. Without this the targets will be unrealistic.

4 STRATEGY DEVELOPMENT

4.1 STRATEGY GOALS

Waste Management and Resource Recovery Strategy goals must be developed and implemented if BRC is to continue to move forward with waste management planning and provide facilities and services for commercial and residential customers into the future.

Strategy goals are developed by examining the existing waste management arrangements for the region, considering BRC's objectives for waste reduction and recycling, and then designing the goals that will move the region to a preferred future position in terms of managing the regions waste.

4.2 WASTE FACILITY NETWORK PLANNING

Waste facilities represent a key part of the waste management system. The facilities are supported by collection services provided by Council and private operators. The type, number and location of facilities will impact on the overall waste management cost and levels of service.

4.2.1 Levels of Service

The reason for defining a level of service is to balance the needs of domestic and commercial customers with economic and environmentally sustainable service delivery requirements. Defining the level of service generally involves consideration of such issues as:

- Customer travel time to facilities
- Site supervision
- Facility opening hours
- Types of facilities and services required

4.2.1.1 CUSTOMER TRAVEL TIME TO WASTE AND RECYCLING FACILITY

Customers will create a perception of the level of service provided based on the time taken to reach a facility. This level of service will define what the community can expect from Council and will also assist in identifying the appropriate number and location of facilities. Generally accepted industry best practice levels of service are:

- 80 per cent of the population within a 20 minute travel time to a facility; or
- 95 per cent of the population within a 30 minute travel time to a facility.

Customer travel times are identified by the compilation of existing waste management facility location data on each facility. To gain a view of the BRC area the facility data have been entered into a geographical information system (GIS) to produce views showing the location of waste infrastructure and their relationship to other features such as population centres and non-populated areas (eg national parks).

Attachment B shows the waste facility locations for BRC. 20km circles have been shown around each facility to approximate a 30 min travel distance. At a glance it is clear that the current system is the BRC area with multiple overlapping areas and that council can serve its residents with a system designed around the current council boundaries, concentrations of population, business activity and travel routes. These sites will be assessed as part of the waste management strategy development.

4.2.1.2 SITE SUPERVISION

Waste management facilities by nature can expose people to health and safety risks. Similarly inappropriate placement of wastes can create risks and can render recycling materials unrecyclable.

Appropriate supervision of site activities is necessary to reduce risks and to ensure proper disposal practices occur. At least one staff member must be present while the facility is open to the public.

4.2.1.3 OPTIMAL OPERATING DAYS/HOURS

Historically waste facilities have generally “over-serviced” communities with many examples of facilities being available 7 days a week. Given the requirement to supervise waste facilities Council must consider the operating costs and balance these with the customers perceived service levels in order to reduce costs and improve sustainability and affordability. The desired result is to provide opening days and hours applicable to the usage the facility receives.

Figure 6- Existing Waste Facility Opening Days/Hours 2016

Location	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Total Hours	Current Average Customers Per Hour
Bundaberg - University Drive	7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	70	18
<i>Recycled Goods Shop</i>					Friday - 8.00am to 2.00pm Saturday - 8.00am to 2.00pm				
Qunaba	7.00pm to 5.00pm	7.00pm to 5.00pm	7.00pm to 5.00pm	7.00pm to 5.00pm	7.00pm to 5.00pm	7.00pm to 5.00pm	7.00pm to 5.00pm	70	11
<i>Recycled Goods Shop</i>					Friday - 8.00am to 2.00pm Saturday - 8.00am to 2.00pm				
Meadowvale			7.00am to 5.00pm		7.00am to 5.00pm	7.00am to 5.00pm	7.00am to 5.00pm	40	4
<i>Recycled Goods Shop</i>					Friday - 10.00am to 2.00pm Saturday - 10.00am to 2.00pm				
Avondale				8.00am to 12.00pm			8.00am to 5.00pm	13	4
<i>Recycled Goods Shop</i>					Normal Opening Hours				
South Kolan		8.00am to 12.00pm				8.00am to 5.00pm		13	4
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Tirroan	7.30am to 12.30pm	7.30am to 12.30pm	7.30am to 12.30pm	7.30am to 12.30pm	7.30am to 12.30pm	7.30am to 12.30pm	11.00am to 4.00pm	35	4
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Booyal							12.00pm to 3.00pm	3	3
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Cordalba						1.00pm to 4.00pm		3	3
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Buxton						1.00pm to 4.00pm		3	3
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Childers	7.00am to 4.00pm	7.00am to 2.00pm	7.00am to 2.00pm	7.00am to 2.00pm	7.00am to 4.00pm	7.00am to 4.00pm	7.00am to 4.00pm	57	3
<i>Recycled Goods Shop</i>					Normal Opening Hours				
Woodgate		8.00am to 11.00am		8.00am to 11.00am		8.00am to 11.00am	2.00am to 5.00pm	12	5
<i>Recycled Goods Shop</i>					Normal Opening Hours				

4.2.1.4 TYPE OF FACILITIES AND SERVICES

4.2.1.4.1 *Transfer Stations*

Waste transfer facilities operate to:

- consolidate smaller loads into larger more efficient loads for transfer off-site;
- provide safe and more environmentally acceptable customer interface;
- provide facilities for the collection of reusable and recyclable items;
- provide a permanent waste disposal site.

Transfer stations are long term waste management assets located within a site user catchment area. Unlike landfills the site location should not need to change and they do not generally have a defined end of life for the site. Therefore the site should have sufficient footprint and be designed to allow it to change over time should the community grow or waste management practices change.

Major transfer stations are considered to be those facilities that will accept large volume waste from small vehicles and large vehicles such as waste collection compactor trucks. Generally this includes the transaction of large commercial vehicles on a price per tonne basis and weighbridge installation is common at these sites. Major transfer stations also generally accept waste and recyclables from domestic and commercial customers. Design usually incorporates machinery to push/load waste into large transfer vehicles.

Minor transfer stations are facilities that only accept smaller domestic and commercial vehicles, generally vehicles up to 4.5 tonne gross vehicle mass (GVM). Two types of facility designs allow either for waste to be deposited by the customer directly into a large (RORO) bin or onto a sort floor for sorting prior to loading and transfer.

4.2.1.4.2 *Landfill*

When reviewing Council's current waste management assets, landfills are strategic assets which have defined lives based on approved closure plans. Council has some control over the life of the asset by varying the closure profile but there are limits and accepted norms that control these decisions. BRC can also influence the defined life through its actions to increase recycling and reduce waste going to landfill.

Landfill sites operate under an environmental authority (licence) which includes operational requirements and nominates a cap on the volumes of waste that can be disposed of annually. A landfill is generally a difficult facility to locate due to strict environmental and planning requirements and generally low community acceptance. This places importance on maximising the opportunities available from existing landfill assets. Landfill site selection, acquisition, planning, development and approval processes will generally take at least 7 to 10 years. Therefore any moves to identify a new site will require a long lead time prior to the site being established.

Poorly located or operated landfills can be a liability due to significant site management and compliance costs. Closed landfills can also represent a financial liability where closure requirements are not planned and where costs and ongoing monitoring have not been considered and funded.

A common misconception in the community is that new technologies will remove the need for landfill. There are no examples of processing technologies which remove the need for a landfill all together.

4.2.1.4.3 Resource Recovery

Residential and commercial customers self-transporting waste typically need recycling facilities for green waste, timber, steel, cardboard, reusable items, oil, batteries and other household hazardous waste. Commercial customers generally have larger volumes of green waste, timber, steel, cardboard and concrete along with some plastics.

Federal legislation is facilitating the increased collection and reprocessing of some wastes. This has occurred previously to facilitate programs such as used oil recycling which BRC has adopted at most of its waste management facilities. Impending changes will see eWaste (electronic items such as computers and TV's) being addressed by similar programs. BRC will need to remain informed of these programs and assess site changes that may be required to facilitate collection of such items.

Mature markets exist for many recyclable items such as steel, plastic, cardboard and paper. These commodities are generally valued and traded in a global market which can be affected by economic conditions however these markets remain reasonably constant. Such recyclable items can be simple to segregate and manage at collection locations providing the site activities are properly supervised.

In addition to traditional waste management facilities such as landfills and transfer stations other more specialised waste sorting and processing facilities are used to separate and process items. Examples include Material Recovery Facilities (MRF's) where kerbside collected recyclables are sorted and consolidated for sending to markets, organic and green waste facilities such as composting sites, and construction and demolition waste sorting facilities where items including concrete, timber and steel are separated and processed or consolidated for sending to markets. These facilities can be co-located with the more traditional landfill and transfer station sites.

5 BUNDABERG STRATEGY

5.1 COLLECTION SERVICES

5.1.1 Purpose

To provide an efficient and cost effective waste collection service across the whole of the Council area where practical.

This includes domestic and commercial waste, recycling, street and park litter bins.

The ultimate goal is to encourage collection services that are equitable, hygienic and safe and which encourage resource conservation and waste diversion away from landfill.

5.1.2 Overview

A range of waste and recycling collection services are provided throughout the region. BRC provides the collection of domestic waste from local residents. In addition Council provides limited commercial waste collection services for local businesses. Private commercial operators also offer services to commercial businesses as well as construction and demolition waste services.

The service with the highest profile is the waste collection service provided via wheeled bins. This service is the public face of waste management operations. A weekly wheeled bin service is provided to premises in major urban areas. A number of outlying and low-population rural areas are also provided with services depending on their proximity to townships and proximity to current collection vehicle routes.

Providing a wheeled bin collection service is the best waste service that Council can provide to residents. Putrescible waste is collected in a timely and hygienic manner and transported directly to an authorised disposal location.

5.1.3 Domestic Waste

5.1.3.1 EXISTING ARRANGEMENTS

5.1.3.1.1 Type of Service

Residential properties in serviced areas are provided with a 240ltr wheeled bin for weekly collection of domestic waste.

5.1.3.1.2 Service Area

The existing defined collection area extends to most of the BRC area. Some minor remote areas do not receive a service due to the remote location and truck access issues. These properties are able to access the transfer station/landfill sites to dispose of the general household waste.

5.1.3.1.3 Service Revenue

Services are charged to all rated properties within BRC area. The current standard minimum cleansing charge is shown in the following table.

Figure 7 - Domestic Waste Collection Service Revenue 2016 / 2017

Description		Charge	Comments
Cleansing Charges	Standard Waste Service Charge	\$335.00	Per service per annum

5.1.3.1.4 Service Delivery

All of the domestic wheeled bin collections are performed by BRC using day labour.

Figure 8- Existing Domestic Waste Wheeled Bin Collection Services

Area	Bin Type
All BRC defined collection area	240 L Wheeled Bin

5.1.3.2 RISKS AND ISSUES

No specific risks or issues have been identified for the domestic waste collection service.

5.1.3.2.1 Strategy Goals/Actions

Strategy Goal 1 – Responsible management of collection services.

Description	
Collection services that are well managed and operated will provide efficiency, safety and environmental benefits to BRC and customers in terms of service quality, cost and waste reduction and recycling.	
BRC will continue to provide waste collection services to ensure the required levels of service are delivered. BRC will continue to review and expand the defined waste collection area to include as many rural residential and rural properties as possible. The benefits of expanding the waste collection area include reduction in use of rural waste facilities, increased recycling rates and improved efficiencies in waste transportation.	
The increase in waste collection areas will reduce the efficiencies of councils waste collections section, however the net positives will outweigh the negatives. Areas to be considered include: Nolans' Pocket, Walkers Road, Cedars Road, Pine Creek, Invicta and other locations.	
BRC will complete a domestic kerbside waste and recycling audit every five years in the month of July to monitor recycling, waste generation, presentation rates and other factors to assist with waste management.	
BRC should review adopting a Health, Safety and Amenity Local Law to cover waste management and community amenity and safety not otherwise covered by existing legislation. Areas which a local law could control include requirements for the management of waste and waste containers of premises and requirements to comply with directions and to give information to the operator of a council waste facility.	
Many local governments provide a variety of bin sizes for waste and recycling. Currently BRC offer the standard set of 2 x 240 ltr waste and recycling bins. Information from Sydney shows that 15% of households regularly fill their waste bin and therefore would benefit from a 240 ltr recycle bin at a significantly discounted rate. Conversely for Bundaberg with many single elderly residents who would benefit from a smaller 140 ltr waste bin this would be a popular choice.	

Actions Required		Timeframe	Measures and Targets
1.1	Provision of collection services.	Ongoing	Collection services are delivered in accordance with service standards.
1.2	Expand the defined waste collection area to include as many rural residential and rural properties as possible.	Short term	
1.3	Complete a domestic kerbside waste and recycling audit every five years in the month of June/July.	Ongoing	
1.4	Review adopting a health, safety and amenity local law to cover waste management and community amenity and safety not otherwise covered by existing legislation.	Short term	

1.5	Review alternative sized waste and recycling bins for residential customers to provide increased recycling and reductions in waste to landfill.	Short term	
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5.1.4 Domestic Recycling

5.1.4.1 EXISTING ARRANGEMENTS

5.1.4.1.1 Type of Service

Residents are provided with a wheeled bin for fortnightly collection of recyclable materials. Residents have the choice to utilise a 240 ltr wheeled bin or for a discounted rate obtain an additional 240 ltr recycle bin. A choice also exists to arrange additional recycling bins at a property to enable additional fortnightly recycling services.

5.1.4.1.2 Service Area

The service is provided to all residential properties within the defined collection areas receiving a domestic waste collection service.

5.1.4.1.3 Service Revenue

Pricing for recycling services is included in the domestic waste collection cleansing charges.

5.1.4.1.4 Service Delivery

The recycling collection services are provided by Councils day labour.

5.1.4.1.5 Recyclable Materials Processing (MRF)

The acceptance, sorting and processing of recyclable materials from kerbside collections is provided under the existing MRF contract.

5.1.4.2 RISKS AND ISSUES

No specific risks and issues have been identified for the domestic waste collection service.

5.1.4.2.1 Strategy Goals/Actions

The goals and actions for the domestic recycling service and the MRF arrangements will be included in the actions identified in Strategy Goal 1 detailed above in the domestic waste collection section.

5.1.5 Organic Waste

5.1.5.1 SERVICE TYPE

BRC receives green waste at waste facilities where it is mulched, tested for contaminants and then sold to commercial and domestic users.

5.1.5.2 RISKS AND ISSUES

The following risks and issues have been identified for the green and organic waste service.

Figure 9 - Risks and Issues – Organic Waste Collection

Issue	Control Options
Development of sustainable markets for use of organic waste products.	Assess the available markets and processing capability to use green and organic wastes.

5.1.4.2.1 Strategy Goals/Actions

Strategy Goal 2 – Organic waste services to reduce organic waste to landfill.

Description	Maintaining the current organic and garden waste service.
<p>BRC has appointed a mulching contractor and has systems in place to monitor and test green waste mulch prior to sale to commercial or domestic customers.</p> <p>There currently is a development application before BRC for the establishment of a commercial green waste composting facility. If this venture or other composting operations are not established by 2020, BRC should review options available to provide a service to compost green waste to provide compost that meets the AS4454 composts soil conditioners and mulches Australian Standard.</p>	

Actions Required		By When	Measures and Targets
2.1	Review green waste options if commercial composting companies do not capture the majority of the green waste disposal market by 2020.	Medium term	

5.1.6 Street and Park Litter Bins

5.1.6.1 EXISTING ARRANGEMENTS

5.1.6.1.1 Type of Service

BRC provides and services street and park litter bins throughout the region. The bins utilised are 240 ltr wheeled bins. Public place recycling services are also provided in high profile, high use areas.

5.1.6.1.2 Service Area

The street litter bins are generally provided in high volume pedestrian locations in city and town areas. Park bins are provided on an as needed basis according to utilisation and visitation of the area. Service areas and sites are monitored and services reviewed and changed as required.

5.1.6.1.3 Service Delivery

The street and park litter bins are serviced by day labour.

5.1.6.2 RISKS AND ISSUES

No risks or issues have been identified for the street and park litter bins.

5.1.6.2.1 Strategy Goals/Actions

BRC will need to review the service delivery for servicing street and park litter bins. Therefore the goals and actions for the street and park litter bin service will be included in the actions identified in Strategy Goal 1 detailed above in the domestic waste collection section.

5.1.7 Commercial Waste and Recycling

5.1.7.1 EXISTING ARRANGEMENTS

5.1.7.1.1 Type of Service

BRC offers 240 ltr wheeled waste collection services to commercial customers. Service pricing includes the provision of a defined recycling service which is provided by 240 ltr wheeled bins. Private waste companies also offer bulk waste services to commercial customers.

5.1.7.1.2 Service Area

The BRC service is provided to commercial customers located within existing waste collection areas.

5.1.7.1.3 Service Delivery

The BRC commercial wheeled bin waste and recycling collection services are provided via councils day labour service.

5.1.7.2 RISKS AND ISSUES

The following issues have been identified for the commercial waste collection service.

Figure 10 - Risks and Issues - Commercial Waste Collection

Issue	Control Options
Actions by private waste operators through industry associations challenging some local government activities in providing commercial waste and recycling collection services.	Monitor any actions initiated by the private sector operators and industry groups and remain informed of any changes to commercial service delivery.

5.1.7.2.1 Strategy Goals/Actions

Strategy Goal 3 - Deliver commercial collection services in conjunction with private operators.

Description	Define the commercial collection services BRC will provide.
There is no statutory requirement for Council's to provide commercial collection services. Commercial collection services can be left for the open market to service, particularly where mature private operators exist to service commercial customers. A mature competitive market exists for the provision of commercial bulk bin and stationary compactor collection services in the BRC area with a number of private companies competing for services. BRC also operates in this market and offers commercial services.	

Actions Required	By When	Measures and Targets
3.1 Monitor actions initiated by the private waste sector and remain informed of any changes to local government's position in relation to commercial service delivery.	Ongoing	Commercial properties have commercial waste and recycling services available from BRC and/or private operators.

5.1.8 Collection Services for Council Premises and Facilities

5.1.8.1 EXISTING ARRANGEMENTS

5.1.8.1.1 Type of Service

BRC undertakes 240 ltr waste and recycling wheeled bin service for Council premises and facilities.

5.1.8.1.2 Service Area

Services are provided where facilities are located within Bundaberg Regional area.

5.1.8.1.3 Service Delivery

The services for BRC premises and facilities are provided by Council's day labour.

5.1.8.2 RISKS AND ISSUES

The following issues have been identified for the collection services for Council premises and facilities.

Figure 11 - Risks and Issues - Collection services Council Premises and Facilities

Issue	Control Options
Quality of data on waste generated through Council activities.	Review Council internal waste activities and establish data collection processes.

5.1.8.2.1 Strategy Goals/Actions

Strategy Goal 4 - Collection services for waste generated at Council premises and facilities.

Description	Identify and appropriately manage waste generated in Council activities.
The Qld Waste Reduction and Recycling Act requires all local governments to identify, manage and report on waste generated as part of council activities. BRC will need to gather data related to waste involved in its activities.	

Actions Required	By When	Measures and Targets
4.1 Implement processes to identify and capture data for all waste generated in Council activities	Short term	All waste resulting from council activities is identified and quantified.

5.1.9 Construction and Demolition Waste

The collection of Construction and Demolition (C&D) waste is undertaken by private operators such as skip bin companies. BRC does not participate in providing these services. A mature market exists in the BRC area to satisfy the collection of C&D waste.

5.2 WASTE TRANSFER AND DISPOSAL FACILITIES

5.2.1 Purpose

To provide an efficient and cost effective network of waste transfer and disposal facilities for the region. The ultimate goal is to have a network of facilities that:

- Satisfy defined service levels;
- Provide the capacity to meet the regions waste disposal needs both short and long term;
- Meet the expected environmental performance outcomes;
- Are hygienic and safe for staff and customers;

5.2.2 Overview

Transfer Stations range from skip bin sites to sophisticated state of the art waste recovery centres with market sales centres for the sale of recovered items. BRC operates the only transfer stations and landfills in the area. No privately operated sites currently exist and there are no known plans for the establishment of privately operated sites.

Where residents receive a weekly waste collection service they will require access to a waste management site to dispose of larger bulky items and other waste items such as green waste. On average each residential property would be expected to visit a waste disposal site 1 to 2 times per year. Therefore for most residents visiting a waste site is an infrequent activity.

As the only landfill provider BRC is charged with the responsibility to provide long term disposal capacity. BRC has seven currently operating landfills. A number of these receive low volumes of waste and are provided for localised use. Having an abundance of appropriately licensed and approved landfill sites may be advantageous particularly in a region that can experience disaster events which restrict movement in the region and result in large volumes of localised waste for disposal. BRC is best served to retain licensed landfill capacity even where sites may be closed and dormant.

To be able to calculate the remaining volume (available airspace) for a landfill requires the site to have a Site Development Plan. The Site Development Plan includes the final design profiles and ongoing monitoring arrangements.

Based on current landfill design and operating arrangements and using available data, a broad estimate can be made of the expected remaining life for each site. It must be noted that these estimates as shown below. Also these estimates do not take account of any changes in waste volumes to landfill at the various sites that may result from changes to the facility network or recycling efforts.

Figure 12 - Existing Landfills and Estimated Remaining Life

Landfill Site	Estimated Remaining Landfill Life
University Drive	30 – 35 Years
Qunaba	10-15 Years
Bundaberg Regional (Cedars Road)	30 – 35 Years
Tirroan	10 – 15 Years
Childers	10 – 15 Years
Meadowvale *	15 – 20 Years
Avondale *	15 - 20 Years
Cordalba	NA
Buxton	NA
Woodgate	NA
Booyal	NA
South Kolan	NA

* Minimal wastes being disposed of at actual sites.

5.2.3 Existing Arrangements

The BRC has waste facilities throughout the region as detailed in the Figure 13 below.

Figure 13 – Existing Transfer Stations and Landfills

Area	Facility	Annual Tonnes
University Drive	University Drive Landfill and Transfer Station	40,708
Qunaba	Qunaba Landfill	35,618
Cedars Road	Cedars Road Landfill	37,165
Meadowvale	Meadowvale Transfer Station	1,909
Avondale	Avondale Landfill	530
South Kolan	South Kolan Transfer Station	383
Tirroan	Tirroan Landfill	1,870
Booyal	Booyal Transfer Station	72
Cordalba	Cordalba Transfer Station	69
Buxton	Buxton Transfer Station	42
Childers	Childers Landfill	7,488
Woodgate	Woodgate Transfer Station	443

Note: Volumes are based on estimates provided by BRC for 2015/2016

5.2.3.1 BRC – WEIGHBRIDGE FACILITIES

University Drive Landfill and Transfer Station

SITE SPECIFICS

- Landfill licensed – 100,000 – 200,000 tonnes per annum
- Major transfer station
- Transfer push pit with loader and large 85m³
- Gas extraction and flaring facilities
- Semi-trailer transferring waste
- Receives waste from domestic waste collection trucks, commercial waste contractors and domestic and commercial self- haul.



SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic and commercial
- Limited domestic hazardous waste

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal, batteries
- Tyres
- Ewaste
- Domestic hazardous chemicals
- Oil
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop

Qunaba Landfill

SITE SPECIFICS

- Landfill Licensed 10,000 – 20,000 tonnes per annum
- Preferred site for construction and demolition waste
- Preferred site for commercial green waste

SITE MANAGEMENT

- Supervised
- Open 7 days

APPROVED SITE USE

- Domestic and commercial
- Limited domestic hazardous waste

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal, batteries
- Tyres
- Ewaste
- Concrete
- Oil
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



5.2.3.2 RC – NON WEIGHBRIDGE FACILITIES

Meadowvale Transfer Station

SITE SPECIFICS

- Landfill Licensed 10,000 – 20,000 tonnes per annum
- 37m³ Roll on – Roll Off bin site
- Former landfill

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic customers and limited to 1m³ for commercial customers

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal, batteries
- Oil
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Avondale Landfill

SITE SPECIFICS

- Landfill Operational 2000 – 5000 tonnes per annum
- Most wastes are transferred to Cedars Road Landfill

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



South Kolan Transfer Station

SITE SPECIFICS

- 37m³ Roll on – Roll Off bin site
- Former landfill

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal



- Comingled household recycling and cardboard
- Reusable items – Recycle Shop

Tirroan Landfill

SITE SPECIFICS

- Landfill Licensed 50 - 2000 tonnes per annum

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic and Commercial

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Oil
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Booyal Transfer Station

SITE SPECIFICS

- Domestic Transfer Station

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic,

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Cordalba Transfer Station

SITE SPECIFICS

- Domestic Transfer Station

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic, waste and recycling facilities provided

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Buxton Transfer Station

SITE SPECIFICS

- Transfer Station

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Childers Landfill

SITE SPECIFICS

- Landfill Licensed 5000 – 10,000 tonnes per annum
- Former quarry site

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic and commercial

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Oil
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Woodgate Transfer Station

SITE SPECIFICS

- 37m³ Roll on – Roll Off bin site

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Domestic and limited to 1m³ for commercial customers

RECYCLING FACILITIES PROVIDED

- Green waste
- Metal
- Comingled household recycling and cardboard
- Reusable items – Recycle Shop



Bundaberg Regional Landfill (Cedars Road)**SITE SPECIFICS**

- Landfill Licensed up to 49,999 tonnes per annum
- Fully lined landfill
- Full Leachate Collection System
- Full Gas Extraction and Flaring System

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Access limited to BRC Transfer Station wastes and 32 loads of BRC Collection Truck Waste per week.

FACILITIES PROVIDED

- Leachate Pond
- Sedimentation Pond
- Vegetated Screens
- Water Storage Pond
- Office and Yard for Vehicles



5.2.3.3 MATERIAL RECOVERY FACILITY



Bale of processed recycling



CARDBOARD



MIXED PLASTIC



PET (Softdrink) & HDPE (Milk Bottles)



STEEL CANS

SITE SPECIFICS

- Processes 7000 – 8000 tonnes of recyclables per annum or 141,000 Kilograms per week

SITE MANAGEMENT

- Supervised

APPROVED SITE USE

- Impact Community Services has the Processing Contract and Council maintains the majority of the plant.

RECYCLING FACILITIES PROVIDED

- Recycling of cardboard, paper, steel, aluminum, plastic, glass, e-waste and agricultural products

5.3 RISKS AND ISSUES

The following issues have been identified for the transfer stations and landfills.

Figure 14 - Risks and Issues – Transfer Stations and Landfill Network

Issue	Control Options
The current network of sites is operationally inefficient and provides excessively high levels of service	Review site locations and design the optimal transfer station/landfill network with a focus on transfer facilities as the principle customer interface.
Reliance on landfill sites as customer access facilities.	
Maintain access to local waste disposal sites for emergency response.	Identify and protect/prolong the life of sites in the various sub-regions that can be accessed during emergency events (eg floods)
The final capping of major landfill sites.	Develop and maintain a landfill capping plan and progressively rehabilitate landfills.

5.3.1 Strategy Goals/Actions

Strategy Goal 5 - Provide the optimal network of waste transfer and disposal facilities

Description	Determine locations for transfer stations and landfills that provide customer access arrangements for the required service levels.
<p>The location of waste facilities must take account of population centres and geographical sub-regions. Designing the optimum transfer station network also requires alignment with landfill disposal sites which are also accessible by customers. BRC has an over-abundance of landfills some of which are expected to close during the life of this strategy. Therefore BRC is well placed to consider and design a future waste facility network.</p> <p>As identified earlier in this report the generally accepted industry best practice levels of service are:</p> <ul style="list-style-type: none"> • 80 per cent of the population within a 20 minute travel time to a facility; or • 95 per cent of the population within a 30 minute travel time to a facility. <p>Attachment B shows the existing waste facility locations for BRC. All of these sites are accessible by the general public for disposal of general waste. The 20km circles shown around each facility are used to approximate a 30 min travel distance. The intention is to minimise overlap of the circles and to provide sites that meet the expected service levels. The sections below contain a review of the existing sites and provide proposals to optimise the site locations. The proposed changes are summarised in the map shown as Attachment C. This map shows the proposed future sites that will be available to the public for disposal of general waste. Attachment D is a table showing the data for the Waste Facilities including customer numbers and operational costs.</p> <p>This approach is in line with the Wide Bay Burnett Regional Organisation of Councils Waste Management and Resource Recovery Strategy 2015 – 2020 which has an action of “Review the transfer station and landfill network”.</p> <p>There is an opportunity to review what types of waste will be accepted at the various waste facilities. A significant proportion of costs for various sites relates to transfer stations and the relatively close proximity of a number of existing transfer station sites. There may be the opportunity to lease landfilling and/or the acceptance of green waste at a number of waste facilities. A review what wastes will be accepted at the various site would be beneficial.</p>	
<p><u>Gin Gin and Surrounds</u></p> <p>The sub region includes Gin Gin, Monduran, Tirroan, Moolboolaman, Drinan, Booyal and Wallaville. Customers in the area have access to two general waste facilities being one Landfill at Tirroan and a small transfer station at Booyal. An assessment of the facility locations concludes only one of the existing sites is needed to service the area being the Tirroan Landfill.</p>	
<p><u>Tirroan Landfill</u></p> <p>The Tirroan Landfill services the majority of the residents within the Gin Gin and surrounding areas. It has an expected remaining life of 10 – 15 years as a Landfill after which it can be converted into a transfer station.</p>	

Booyal Transfer Station

The Booyal Transfer Station has extremely low usage with only 8 customers per week on average in 2015/16. Other options generally within the 20km radius include Tirroan, Meadowvale and South Kolan. The operational costs per annum in 2015 / 2016 were \$37,300 while income was only \$3,200.

Childers and Surrounds

The sub region includes Childers, Woodgate, Buxton, Cordalba, Apple Tree Creek and Isis Central Mill. Customers currently have access to four waste facilities being the Childers Landfill, Woodgate, Cordalba and Buxton Transfer Stations.

Childers Landfill

The Childers Landfill services the majority of the residents within Childers and surrounds. It has an expected remaining life of 10-15 years as a Landfill. However, it is proposed to convert the current Landfill into a Transfer Station and that only low risk wastes would be landfilled on site once the Transfer Station was established.

Woodgate Transfer Station

The Woodgate Transfer Station has low patronage with 63 paying customers per week. However, due to its proximity to Woodgate and the travel distance to Childers, it is recommended to continue its operations.

Cordalba Transfer Station

The Cordalba Transfer Station has extremely low customer usage with only 8 paying customers per week and operational cost per customer currently being \$67.00 or \$22,800 per annum. Cordalba is only 14 kilometers from Childers and as such is recommended that the continued operation be reviewed.

Buxton Transfer Station

The Buxton Transfer Station has extremely low customer usage with only 7 customers per week and operational costs per customer currently being \$56.00 or \$23,300 per annum. Buxton is fully serviced by a weekly domestic wheelie bin service and fortnightly recycling service.

Bundaberg and Surrounds

The Bundaberg sub region includes Bundaberg, Bargara, Coastal Areas, South Kolan, Meadowvale and Avondale customers currently have access to five waste facilities being University Drive Landfill / Transfer Station, Qunaba Landfill, Meadowvale Transfer Station, South Kolan Transfer Station and Avondale Landfill.

University Drive Landfill and Transfer Station

The University Drive Landfill and Transfer Station services the majority of the Bundaberg City and is currently the transfer site for the majority of Councils Domestic Wheelie Bin Waste Service and all Commercial Putrescible front lift bulk loads. The University Drive site has 1282 paying customers per week with an average of 18 customers per hour. Operational all putrescible wastes delivered to University Drive should be transferred to Bundaberg Regional Landfill. Only low risk wastes are proposed to be disposed of on site.

University Drive Material Recovery Facility (MRF)

The University Drive MRF processes 7000 – 8000 tonnes of recyclables per annum. The MRF is approaching its end of useful life for much of the components thus by December 2025 a new MRF will need to have been constructed and be operational.

Qunaba Landfill

The Qunaba Landfill services the majority of the coastal areas and Kalkie. The Qunaba landfill currently has 766 customers per week and is used by ship operators to dispose of construction and demolition wastes.

Currently 11 customers use the facility per hour. In the medium term a medium large Transfer Station is proposed for the site and the site will be converted into accepting only low risk wastes for on-site disposal.

Meadowvale Transfer Station

The Meadowvale Transfer Station is used by Moore Park Beach, Meadowvale and North Bundaberg residents primarily. The Meadowvale Transfer Station currently has 160 customers per week with 4.0 paying customers per hour which is well below the target of 15 customers per hour.

South Kolan Transfer Station

The South Kolan Transfer Station is used by residents of South Kolan, Birthamba, Cedars Road and Electra. Currently only 50 customers per week with 3.8 paying customers per. The operational cost per customer is \$49.57 and many customers are within locations that could be serviced by Councils weekly waste service should the service area be expanded.

Avondale Landfill

The Avondale Landfill is used by Avondale, Invicta, Winfield and Miara residents and currently has only 48 customers per week with 3.7 paying customers per hour. The operational cost per customer is \$66.00 or \$164,500 per annum and many of the customers are within locations that could be serviced by Councils weekly service should the service are be expanded.

Bundaberg Regional Landfill (Cedar's Road Landfill)

The Bundaberg Regional Landfill is the only lined and engineered landfill in the Bundaberg Regional and currently receives approximately 38,000 tonnes of waste per annum using approximately 59,640m³ of Landfill Airspace.

Bundaberg Regional Landfill Capping Program

BRC has adopted a landfill capping program as detailed in Attachment H for the capping of the Bundaberg Regional Landfill, the University Drive Landfill and the Qunaba Landfill. Capping is the method of ensuring minimal precipitation enters the landfill mass to reduce possible leachate generation.

BRC is looking at using phytocapping which is using soil and vegetation to form a barrier to precipitation entering the landfill waste mass.

Actions Required		By When	Measures and Targets
5.1	Review the operation and continuation of low use Waste Facilities.	Short Term	95% of residents will have access to a transfer station or landfill within 30 mins drive of their residence.
5.2	Review the contracting out of smaller waste facilities as a package including Childers, Woodgate and South Kolan commencing in April 2018.	Short Term	
5.3	Establish a minor transfer station at the existing Childers landfill site.	Medium	
5.4	Review and assess the opening days and hours of all waste management facilities.	Short Term	
5.5	Continue filling the University Drive, Qunaba and Tirroan Landfill to achieve final levels.	Ongoing	
5.6	Establish a minor transfer station at the existing Tirroan Landfill site.	Long Term	
5.7	Review the longer term needs for the Coastal and Bargara area and provide either a minor or medium Transfer Station in the longer term.	Medium Term	
5.8	Establish a new Material Recovery Facility (MRF) at University Drive and have the plant operational by the 1 st December 2025.	Medium Term	
5.9	Complete the BRC landfill capping program as adopted by BRC at its' meeting of the 20 th April 2015.	Long Term	
5.10	Review waste types that will be accepted and processed at each waste facility.	Medium Term	

Strategy Goal 6 - Responsible management of waste facilities

Description
Waste facilities that are well designed and operated will provide efficiency, safety and environmental benefits to BRC and customers in terms of service quality, cost and waste reduction and recycling.

BRC will need to undertake future changes and expansions to the transfer station network based on the limitations on waste disposals at some sites. The changes will ensure the capturing of customer transactions and waste data for all sites. Quality data is required by BRC to inform future decisions and for reporting purposes.

Waste management facilities by nature can expose people to health and safety risks. Similarly inappropriate placement of wastes can create risks and can render recycling materials unrecyclable. Appropriate supervision of site activities is necessary to reduce risks and to ensure proper disposal practices occur.

The Bundaberg Regional Landfill is the regional only lined and engineered Landfill with 38,000 tonnes of waste being disposed of at the facility annually. There is an opportunity to improve the efficiency of operations and reduce some environmental risks by changing the current limitations on the site by the Court Order and the Environmental Licence conditions. Council should consider changes to the ability to send BRC Waste collections vehicles and Commercial Waste collection vehicles direct to the Landfill. The current fill plan should be adjusted and other site specific conditions amended. Additionally the use of the Bundaberg Regional Landfill should be modified to allow activities such as green waste mulching and composting, concrete crushing and the screening and crushing of rock and gravels to improve operational efficiencies of the Landfill and the Bundaberg Regional Waste Service in general.

Attachment E details that over the next 20 years annual capital expenditure savings of approximately \$848,232 can be made through increasing the fill plan for the Bundaberg Regional Landfill.

The report on the proposed increase to the fill height for the Bundaberg Regional Landfill is included in Attachment G. The Wide Bay Burnett Regional Organisation of Councils Waste Strategy has strategy actions:

3.1 Investigate options to extend the landfill life and acceptance of regional waste within the WBROC area and cost sharing arrangements.

3.2 Investigate the long term waste disposal options for the region including the establishment of new major regional landfill/s.

It is therefore possible that into the future, additional WBBROC wastes may be disposed of at the Bundaberg Regional Landfill.

Actions Required		By When	Measures and Targets
6.1	Prepare a report to Council with recommended changes to the operations and fill plan for the Bundaberg Regional Landfill.	Short Term	Successful changes and improvements to the operations at the Bundaberg Regional Landfill.

Strategy Goal 7 - Provide landfills to meet the regions short & long term waste disposal needs

<p>Description</p>	<p>Assess the existing landfill network, maintain and develop sites that provide adequate (20 years) landfill capacity to meet future needs.</p>
<p>This strategy goal focuses on the availability of landfill airspace into the future. Given the size and population of the area and the difficulties faced in developing new landfill sites, BRC will need to have a minimum volume of approved landfill airspace available at all times. This highlights the importance of having accurate predictions of landfill capacity. To provide for normal and emergency disposal requirements BRC should maintain 20 years of approved waste disposal capacity. Approved available airspace does not mean having a large 20 year landfill void constructed. It requires having</p> <ul style="list-style-type: none"> • Landfill closure plans for all landfill facilities (to determine available airspace); • Sites with approved capacity and license to receive the anticipated volumes of waste, and; • An approved and funded forward program of landfill cell development. <p>The following section provides a review of each landfill site. Where it is proposed that in the long term a site remain open to accept general waste from the public, the facility has been included as a publically accessible general waste site as shown in the map included as Attachment C.</p> <p><u>Bundaberg Regional Landfill</u></p> <p>In terms of waste disposed to landfill this site receives the major volumes for the region. Currently some 38,000 tonne per year is disposed to landfill at the Bundaberg Regional Landfill site. This strategy will propose actions to assist in reducing waste to landfill. There are also the expected increases in population that will have the opposite affect by increasing waste volumes. Attachment E details the projected fill rates for the Bundaberg Regional Landfill. It can be observed that with the current fill profile that cell 6 will be utilised fully by December 2029 and 1,206,000m³ of airspace will be utilised.</p> <p>Deciding the long term future of this site is central to the waste transfer and disposal activities for the region. The landfill has the capacity to serve the region well into the future if the site is filled to maximum levels.</p> <p>Currently under the approved fill plan there is approximately 2,800,000m³ of Landfill airspace available.</p> <p>BRC has options to consider when determining the long term waste disposal facilities for the region. While the existing Bundaberg Regional landfill is expected to meet the waste disposal requirement for the term of this strategy, the following options should be considered in future planning including removing the height restrictions on the Bundaberg Regional Landfill and Changing the final design levels of the existing landfill area to fill the site to maximum engineered levels would extend the life of the landfill by an expected 30 to 35years, in effect doubling the life of the landfill to 50 to 60 years. The current tonnage of waste that can be received at the facility is a maximum of 49,999 tonnes per annum, this should be increased to allow for future waste growth as detailed in Figure 5. The annual tonnages of Waste should be increased to 99,000 tonnes per annum to allow for growth in waste over the life of the landfill.</p> <p><u>University Drive Landfill</u></p> <p>This site is a licensed landfill site provided for the waste disposal requirements of local residents and commercial businesses. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Currently there remains approximately 860,000m³ of Landfill Airspace available for the disposal of Waste. At projected annual fill rates of 30,000m³ per annum the University Drive Landfill will have a life of approximately 30-35 Years.</p> <p><u>Qunaba Landfill</u></p> <p>This site is a licensed landfill site provided for the waste disposal requirements of local residents and commercial businesses. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Currently there remains approximately 420,000m³ of Landfill Airspace available for the disposal of Waste. At projected annual fill rates of 28,000m³ per annum the Qunaba Landfill will have a life of approximately 10-15 Years.</p> <p>This strategy proposes the establishment of a minor/medium transfer station at this site. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Following the commissioning of the transfer station the landfill should be closed to public access and used for selective waste disposal, primarily Building and Construction wastes, including emergency waste disposal.</p> <p>Council should also review the viability of a Construction and Demolition Resource Recovery Facility at the Qunaba Landfill to recycle or re-use construction wastes.</p>	

Childers Landfill

This site is a licensed landfill site provided for the waste disposal requirements of local residents and commercial businesses. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Currently there remains approximately 120,000m³ of Landfill Airspace available for the disposal of Waste. At projected annual fill rates of 10,000m³ per annum the Childers Landfill will have a life of approximately 10-15 Years.

This strategy proposes the establishment of a minor transfer station at this site. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Following the commissioning of the transfer station the landfill should be closed to public access and used for selective waste disposal, primarily Building and Construction wastes, including emergency waste disposal.

Tirroan Landfill

This site is a licensed landfill site provided for the waste disposal requirements of local residents and commercial businesses. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Currently there remains approximately 90,000m³ of Landfill Airspace available for the disposal of Waste. At projected annual fill rates of 7,000m³ per annum the Tirroan Landfill will have a life of approximately 10-15 Years.

This strategy proposes the establishment of a minor transfer station at this site. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Following the commissioning of the transfer station the landfill should be closed to public access and used for selective waste disposal, primarily Building and Construction wastes, including emergency waste disposal.

Meadowvale Landfill

This site is a licensed landfill site provided for the waste disposal requirements of local residents and commercial businesses. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. Currently there remains approximately 55,000m³ of Landfill Airspace available for the disposal of Waste. At projected annual fill rates of 7,000m³ per annum the Meadowvale Landfill will have a life of approximately 15-20 Years.

There is a minor transfer station at this site and the vast majority of Waste is transferred to the Bundaberg Regional Landfill. Any available landfill airspace is an asset that should be protected; therefore the ability to dispose of waste to the landfill should be retained. The landfill should be only used for selective waste disposal, primarily Building and Construction wastes, including emergency waste disposal.

Avondale Landfill

This site is a licensed landfill site provided for the waste disposal requirements of local residents including the northern coastal villages. This strategy proposes the landfill opening hours should be reviewed.

Actions Required		By When	Measures and Targets
7.1	Review the viability of a Construction and Demolition Resource Recovery Facility at the Qunaba Landfill to recycle construction wastes.	Medium term	Minimum 20 years of approved landfill capacity maintained at all times.
7.2	Ensure licence is retained to dispose of general waste at the Meadowvale and Avondale landfills.	Medium term	Emergency waste disposal sites are identified and preserved.

5.3.2 Littering and Illegal Dumping

Littering and illegal dumping of wastes are issues facing the Bundaberg Regional community like almost all communities in Australia.

They are the most visual form of pollution and they have a negative impact on our regions natural assets.

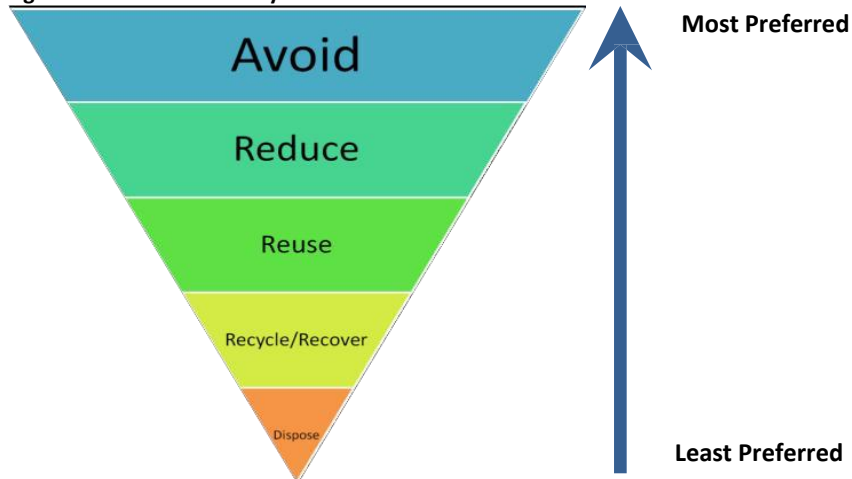
Council has an internal system for investigation of littering and illegal dumping offences and clean up works. Council also has an active focus on littering education partnership with our community and other levels of government.

Council has set procedures and processes to identify illegal dumping hot spots and actions include gaining nearby community support to monitor areas, active patrols, signage and CCTV to combat this issue.

5.4 RESOURCE RECOVERY

All sectors of our community have a responsibility to manage the waste they create and/or handle in an environmentally sound manner. Our actions in how we manage our waste items can be guided by the waste hierarchy which is used to show the preferred actions for achieving waste reduction and recycling. Bundaberg has a number of existing recycling activities which contribute to the resource recovery achievements for the region.

Figure 15 - Waste Hierarchy



In 2011 the Queensland Government introduced the Waste Reduction and Recycling Act 2011.

Under this Act all local governments must adopt a Waste Reduction and Recycling Plan which must, where reasonably practicable, include the following:

- Waste reduction and recycling targets;
- Actions to be taken to improve waste reduction and recycling;
- Details of current and proposed waste infrastructure;
- The management and monitoring of the local government's performance under the plans;
- Information about achieving continuous improvement in waste management.

When preparing a Waste Reduction and Recycling Plan a local government is required to consider how it will contribute to achieving the targets and aspirations of the Queensland Waste Reduction and Recycling Strategy. BRC has introduced a number of initiatives that have worked in reducing waste to landfill. Overall the regions performance in reducing waste to landfill is generally in line with the current state targets.

5.3.1 Purpose

To create resource conservation and waste diversion opportunities that aim at reducing the amount of waste destined for landfill. The focus of resource recovery will be to:

- Encourage recycling / waste reduction across the community
- Provide multi-faceted waste facilities for residents to dispose of their recycling and reuse items;
- Provide opportunities to minimise construction and demolition waste through reuse and recycling;
- Reduce the amount of green waste that is going to landfill;
- Facilitate the processing of the materials into value added products.
- Take a positive role in providing the community with waste education services and advice.
- Provide infrastructure and services for a range of problematic wastes to be appropriately managed.

5.3.2 Overview

The Bundaberg region is well serviced by recycling centres at landfills and transfer stations. A Materials Recovery Facility (MRF) exists. In addition to kerbside recycling for consumer packaging, recycling and reuse centres are in operation at some transfer stations and landfills. The recycling centres deal with a wide range of products that generally consist of metals, green waste, oil, batteries, paper, glass, plastic and cardboard and all reusable items. Metals, batteries, green waste and oil are by far the most beneficial recyclables in terms of waste diversion from landfill. Most BRC sites are supervised and actively promote recycling and resource recovery to customers.

The recycling collection services provided as part of BRC's existing day labour services align to contemporary best practice arrangements for recycling collection services.

An emphasis has been placed on recycling, with commingled recycling collection in 240 litre wheeled bins provided to the majority of residents. All Commercial properties within the Bundaberg Regional Council Defined Waste Collection Area can be provided with a fortnightly recycling service using 240L wheeled bins.



The MRF separates, consolidates and on sells numerous recyclable materials including:

- | | | |
|--------------------|--------------------------------|----------------------|
| • Aluminium | • HDPE Plastic Coloured | • Steel |
| • Newsprint | • Mixed plastic | • Glass mixed |
| • Cardboard | • PET | • Clear Glass |
| • HDPE Milk | | |

Materials recovered for recycling at the waste management facilities includes:

- Materials reused / recycled through waste recovery centres
- C&D waste separation, including concrete, bricks, timber
- Tyres, gas bottles
- White goods separation
- Green waste
- Oil
- Drumuster

Council also provides supporting education programs to maximise recycling opportunities in the domestic, construction and demolition, and commercial/industrial sectors to encourage resource recovery.

5.3.3 Strategy Goals/Actions

Strategy Goal 8 - Provide opportunities to reduce waste to landfill

Description	Provide consistent recycling services at council sites and provide/facilitate additional sites designed to increase resource recovery opportunities
<p>Waste Transfer Stations and Landfills - General Recycling</p> <p>As a minimum each site should provide facilities for the collection and safe management of the following items:</p> <ul style="list-style-type: none"> • Steel • Cardboard • Mixed packaging waste (plastics, paper, cans, bottles) • Oil • Batteries • Tyres <p>BRC has already taken steps to accept all of the above items at BRC sites. This strategy proposes changes to the waste management facilities and the full list of general recycling items should be included in conjunction with any new or changed facilities.</p> <p>Green/Organic Waste</p> <p>Green waste is garden or park waste such as clippings and cuttings while organic waste is generally regarded as green waste and food waste. For BRC these wastes are not at this stage managed as a separate waste collection service. It is becoming more popular with some Council's introducing green and/or organic waste collection services as they try to reduce the volumes of wastes going to landfill.</p> <p>Green waste is a significant portion (generally 32%) of the total waste stream identified by BRC. Unlike many other recyclable items, processed green waste is reliant on local or regional markets for reuse. BRC has been proactive in the management of clean green waste at landfill and transfer station sites. The removal of this waste stream from landfill disposal has been extremely beneficial and extended the life of landfill sites by many years saving millions of dollars to Councils landfill operations. Council has established a consolidated contract for shredding green waste processing at the various facilities, after testing of the mulch the product is then on sold to Commercial and Domestic customers to use.</p> <p>Councils waste education programs also target organic waste and promote councils facilities and services as well as home composting of organic waste.</p> <p>Commercial and Industrial Waste</p> <p>Commercial and Industrial (C&I) waste is waste produced by business and industry. It is a significant portion of the waste stream with approximately 31% of the waste currently sent to landfill in Bundaberg being C&I waste. It can include large quantities of papers, plastics, timber and metal. Some loads include putrescibles waste which makes them problematic for sorting however these loads are generally collected in wheeled bins or bulk bins.</p> <p>Loads of mixed commercial and industrial waste are being delivered to the various disposal sites. The target loads for sorting would be those loads not containing putrescibles or hazardous waste and that are delivered in skip bins including roll on/roll off bins. Currently Steel, Cardboard and Tyres are actively retrieved from the Landfills for recycling.</p> <p>Construction and Demolition Waste</p> <p>Council removes easily segregated items from loads received at the various waste facilities. This waste type generally includes heavy waste including concrete, timber, soils and metal. Opportunities exist to create facilities focussed on received and sorting construction and demolition waste.</p> <p>BRC already uses the Qunaba landfill site to receive specified materials delivered by council vehicles. Council currently processes concrete on this site and the available flat area is taken up with this activity. This material is value added by crushing and used internally by Council. BRC should continue the current operations at the Qunaba Landfill.</p> <p>The Qunaba landfill is well located and is suitable for redesign as a major sorting and processing facility. It is proposed that the Qunaba Landfill become the main facility for receiving mixed loads of construction and demolition waste. A facility design will be required to create sorting, processing and stockpiling operations. Once developed the site can receive wastes including mixed loads of concrete, timber, metals etc from the public, business and commercial waste operators.</p>	

<p>Reusable items – Recycled Goods Shops</p> <p>Facilities exist at all Bundaberg Regional Council Waste facilities for customers to separate reusable items (eg. furniture, clothing, sporting equipment, electrical items, and toys). The retrieved items are sold at on-site markets. These facilities provide an opportunity to remove items from landfill and are well patronised by residents.</p>			
Actions Required		By When	Measures and Targets
8.1	Following the adoption of the Qld Waste Reduction and Recycling Strategy BRC will review all waste management activities and data and develop a Waste Reduction and Recycling Plan.	Short term	Opportunities are created to reduce waste to landfill. Residents and businesses have access to facilities that accept, separate, process and market reusable and recyclable items.
8.2	Continue providing facilities that cater for all general recycling options at all BRC sites.	Ongoing	
8.3	Continue the current concrete processing activities at the Qunaba landfill.	Ongoing	

Strategy Goal 9 - Provide Community Waste Education

Description	Provide waste minimisation and education services designed to increase awareness of resource recovery and recycling opportunities
<p>BRC and private operators will invest significantly in providing waste facilities and services in the Bundaberg region. The success of achieving good waste management outcomes is heavily reliant on the users being informed and educated about how the facilities operate and what is desired to achieve improvements in waste management. Therefore education of householders and business operators is a key component.</p> <p>Council already provides a waste education service. Councils Waste Education programs that include:</p> <ul style="list-style-type: none"> • Tours of the MRF facility in conjunction with the contractor who manages the facility. • Programs aimed at assisting in the reduction of non-recyclable materials in recycling bins. • Promoting increased schools/community awareness of sustainable waste management. • Engendering a willingness to cooperate to reduce waste material and increase resource recovery. <p>The education programs include resources such as brochures, video clips, flyers and support tools and promotional items.</p> <p>Households</p> <p>Householders require information and advice about how BRC's waste management systems operate including collection services, how and where to dispose of unwanted items and how to segregate items for disposal at facilities. Other general information includes home composting, waste avoidance, and reuse and recycling</p> <p>Schools</p> <p>Teachers and students are a key target for waste education therefore the waste education program includes elements that focus on schools. General waste management information similar to householder's advice should form the basis of the school program.</p>	

Businesses

Business and industry will require specific information about the services available in the region, both from BRC and private operators. The industry program should include advice and support on:

- Cleaner production
- Government support programs
- Optional waste audits and waste reduction/recycling advice.

Community activities and organisations

Council takes a role in the public clean-up campaigns, which are promoted from time to time. The most popular of these is the Clean-Up Australia campaign which has been run annually. The focus of these campaigns is community participation and environmental awareness rather than waste diversion. The education role is extended to other community organisations to provide information and advice as required.

Actions Required		By When	Measures and Targets
9.1	Continue to deliver a Community Waste Education Program	Ongoing	Community members including residents, schools, businesses and community groups have access to waste education resources that provide advice and assistance to enable improved waste management practices and performance in the Bundaberg region.

5.4 COUNCIL WASTE DOCUMENTS

The BRC waste and recycling services business unit has a draft business plan which guides the operations on the business. The waste and recycling services business plan should be regularly reviewed every three years.

The BRC needs to develop a disaster sub plan for waste and recycling service to assist with preparing and responding to disasters including floods, cyclones, bushfire and earthquakes.

Actions Required		By When	Measures and Targets
10.1	Review the BRC waste and recycling business plan every three years.	Ongoing	The BRC waste and recycling business unit has a clear business plan.
10.2	Complete the disaster sub plan for waste and recycling.	Short term	Staff are trained in the requirements of the disaster sub plan.

6 STRATEGY IMPLEMENTATION

The review of existing activities has identified a number of issues and has concluded strategy goals and associated actions that will assist BRC to move forward with waste management for the region. Strategy goals and associated actions are summarised in Attachment “A”.

7 STRATEGY CONSULTATION

Prior to adopting a strategy Council will release the draft Waste Management and Resource Recovery Strategy to the community for public consultation. The draft strategy will be made available for a minimum period of 28 days.

Following the community consultation period a report of the community input will be presented to Council for direction prior to drafting the final report. Following this consultation process the final Waste Management and Resource Recovery Strategy will be presented to Council for resolution and adoption.

8 STRATEGY CONSULTATION

Note: The BRC would like to acknowledge and thank the Fraser Coast Regional Council for allowing the use of their Waste Management and Resource Recovery Strategy to form the base of this document.

This strategy has a specific vision, goals and actions which do not mirror those of the Fraser Coasts’ strategy.

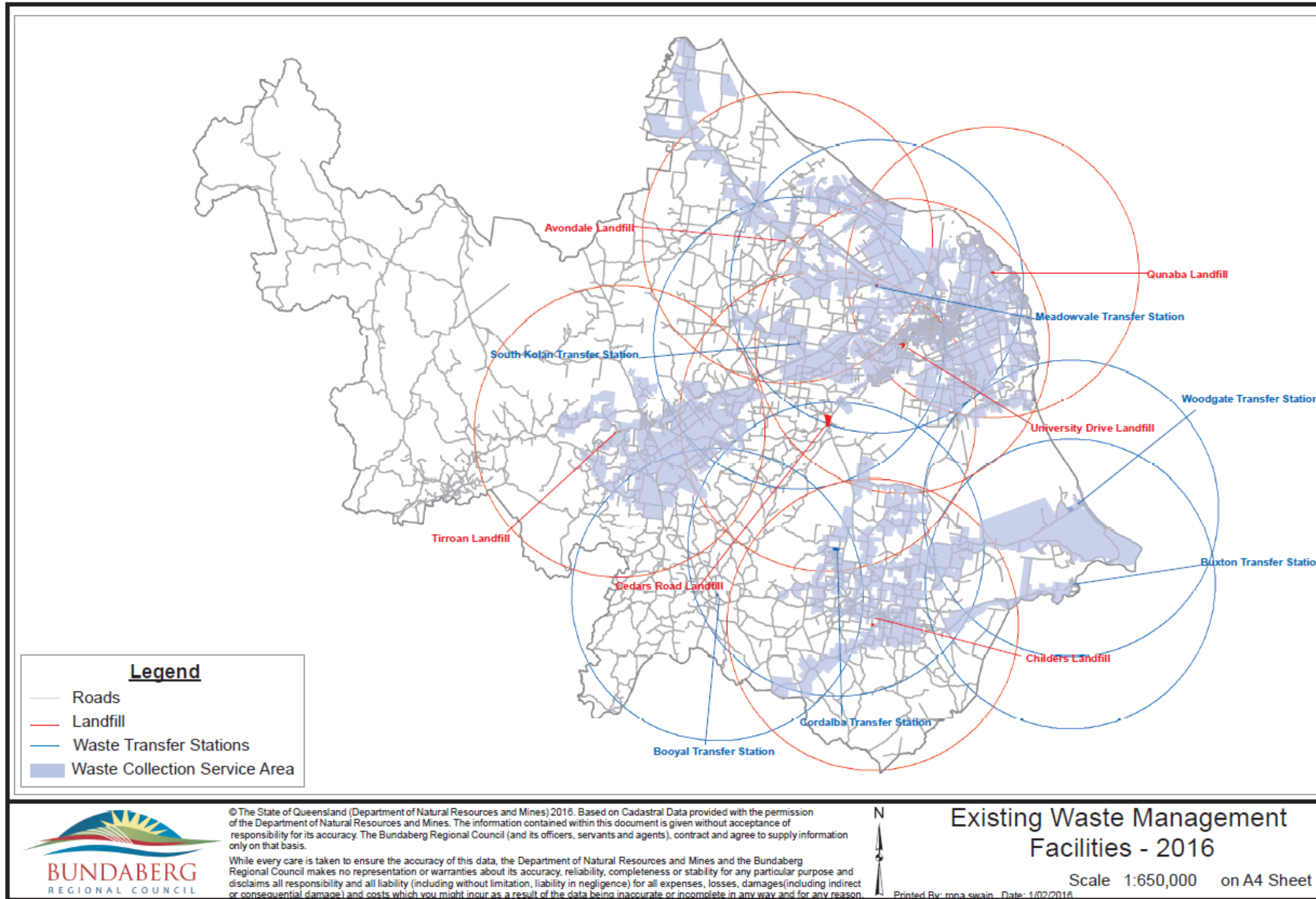
Waste Management and Resource Recovery Strategy 2013 - 2020



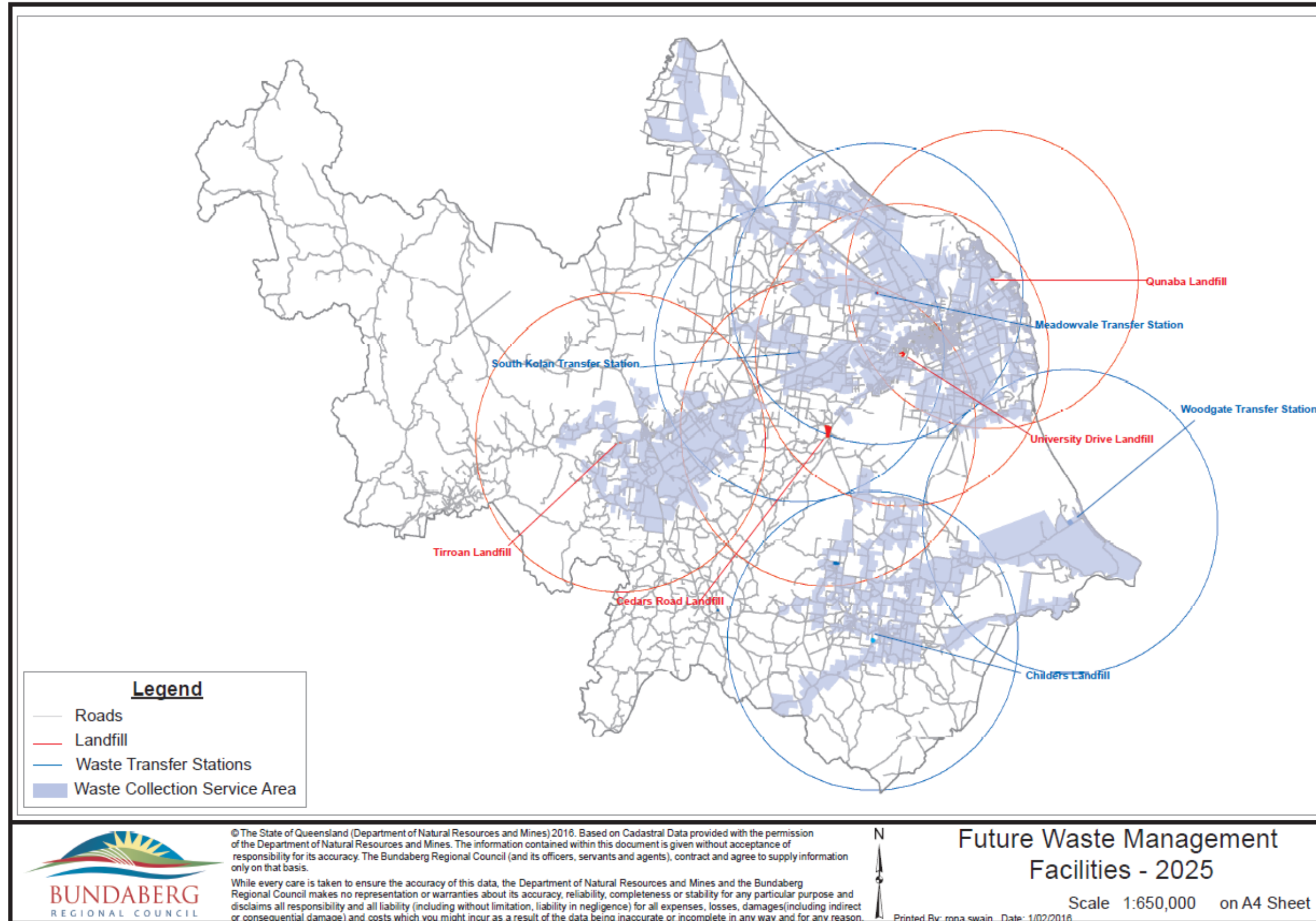
ATTACHMENT "A" – SUMMARY OF STRATEGY GOALS AND ACTION PLAN

Strategy Goal		Actions Required		By When
1	Responsible management of collection services.	1.1	Provision of collection services.	Ongoing
		1.2	Expand the defined waste collection area to include as many rural residential and rural properties as possible.	Ongoing
		1.3	Complete a domestic kerbside waste and recycling audit every five years in the month of July.	Ongoing
		1.4	Review adopting a health, safety and amenity local law to cover waste management and community amenity and safety not otherwise covered by existing legislation.	Short term
		1.5	Review alternative sized waste and recycling bins for residential customers to provide increased recycling and reductions in waste to landfill.	Short term
2	Organic waste services to reduce organic waste to landfill.	2.1	Review green waste options if commercial composting companies do not capture the majority of the green waste disposal market by 2020.	Medium term
3	Deliver commercial collection services in conjunction with private operators.	3.1	Monitor actions initiated by the private waste sector and remain informed of any changes to local government's position in relation to commercial service delivery.	Ongoing
4	Collection services for waste generated at Council premises and facilities.	4.1	Implement processes to identify and capture data for all waste generated in council activities.	Short term
5	Provide the optimal network of waste transfer and disposal facilities.	5.1	Review the operation and continuation of low use Waste Facilities	Short term
		5.2	Review the contracting out of smaller waste facilities as a package including Childers, Woodgate and South Kolan commencing in April 2018.	Short term
		5.3	Establish a minor transfer station at the existing Childers landfill site.	Medium
		5.4	Review and assess the opening days and hours of all waste management	Short term
		5.5	Continue filling the University Drive, Qunaba and Tirroan Landfill to achieve final levels.	Ongoing
		5.6	Establish a minor transfer station at the existing Tirroan landfill site.	Long term
		5.7	Review the longer term needs for the Coastal and Bargara area and provide either a minor or medium Transfer Station in the longer term.	Medium term
		5.8	Establish a new Material Recovery Facility (MRF) at University Drive and have the plant operational by the 1 st December 2025.	Medium Term
		5.9	Complete the BRC landfill capping program as adopted by BRC at its' meeting of the 20 th April 2015.	Long term
		5.10	Review waste types that will be accepted and processed at each waste facility.	Medium term
6	Responsible management of waste facilities.	6.1	Prepare a report to Council with recommended changes to the operations and fill plan for the Bundaberg Regional Landfill.	Short term
7	Provide landfills to meet the regions short & long term waste disposal needs.	7.1	Review the viability of a Construction and Demolition Resource Recovery Facility at the Qunaba Landfill to recycle construction wastes.	Medium term
		7.2	Ensure licence is retained to dispose of general waste at the Meadowvale and Avondale landfills.	Medium term
8	Provide opportunities to reduce waste to landfill.	8.1	Following the adoption of the Qld Waste Reduction and Recycling Strategy BRC will review all waste management activities and data and develop a Waste Reduction and Recycling Plan.	Short term
		8.2	Continue providing facilities that cater for all general recycling options at all BRC sites.	Ongoing
		8.3	Continue the current concrete processing activities at the Qunaba landfill.	Ongoing
		8.4	Review the operations of the re-use shops (includes the use of external firms in the management of re-use shops).	Short term
9	Provide community waste education	9.1	Continue to deliver a Community Waste Education Program.	Ongoing
10	Council Waste Documents	10.1	Review the BRC waste and recycling business plan every three years.	Ongoing
		10.2	Complete the disaster sub plan for waste and recycling.	Short term

ATTACHMENT "B" – EXISTING WASTE MANAGEMENT FACILITIES 2016



ATTACHMENT "C" – FUTURE WASTE MANAGEMENT SITES FOR GENERAL WASTE DISPOSAL



ATTACHMENT “D” – USAGE COSTS AND CUSTOMER DETAILS 2015/2016 FINANCIAL YEAR *

Site	Paying Customers/Week **	Paying Customers/Hr ***	Percentage Overall Customers	Total Per Annum Customers **	Operational Cost per annum #	Operational Cost per Customer	Revenue per annum	Subsidy per Customer
AVONDALE	48	3.7	2	2496	\$ 164,500	\$65.91	\$ 17,000	\$59.09
BOOYAL	8	2.7	0	416	\$ 37,300	\$89.66	\$ 3,200	\$81.97
BUXTON	7	2.3	0	364	\$ 23,300	\$64.01	\$ 1,800	\$59.07
CHILDERS	155	2.7	6	8060	\$ 541,200	\$67.15	\$ 175,000	\$45.43
CORDALBA	8	2.7	0	416	\$ 22,800	\$54.81	\$ 3,000	\$47.60
MEADOWVALE	160	4.0	6	8320	\$ 455,700	\$54.77	\$ 62,000	\$47.32
QUNABA (Commercial)	766	10.9	29	39832	\$1,440,000	\$36.15	\$ 1,600,000	\$0.00
STH KOLAN	50	3.8	2	2600	\$ 93,000	\$35.77	\$ 16,500	\$29.42
TIRROAN	139	4.0	5	7228	\$ 216,000	\$29.88	\$ 57,000	\$22.00
UNIVERSITY DR (Commercial)	1282	18.3	48	66664	\$2,413,000	\$36.20	\$ 3,064,000	\$0.00
WOODGATE	63	5.3	2	3276	\$ 89,400	\$27.29	\$ 22,500	\$20.42
TOTALS	2686	NA	100	139672	\$5,496,200	NA	NA	NA

* **Note:** From the 1st December 2015 the hours of operation from most Waste Facilities were reduced.

** **Note:** Paying customer numbers from 2015/2016 year data.

*** **Note:** Paying customers per hour from 01/12/2015 to 31/07/2016.

Note: Operational costs only. Does not include administration and management costs or capital works and capping costs or the \$1,000,000 approximate operational costs of managing Cedars Road which does not earn an income.

ATTACHMENT “E” – CURRENT COSTS AND CUSTOMER DETAILS



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6 June 2016

Commercial-In-Confidence

Gavin Crawford
Manager of Waste and Health
Bundaberg Regional Council
PO Box 3130
Bundaberg QLD 4670

Dear Gavin

Cedars Road Airspace

1.0 Background

The Cedars Road Landfill overall footprint and current conceptual cell layout plan is shown on the attached plan **60335105-SK-004**. There are two existing Cells, and nine Cells planned in total. The current overall landfill fill plan (to base of capping) is shown on **60486217-SK003**. This involves 1:4 batters with a relatively flat top over most of the available area, which contains the maximum height, but results in significant 'wasted' airspace.

In 2016, Bundaberg Regional Council (BRC) requested an updated concept option for filling of the Cedars Road landfill be developed that maintained the general stormwater regime (1:4 side slopes) but eliminated the 'wasted' airspace of the current plan. The result is shown in **60486217-SK-002**.



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2.0 Current Landfill Fill Plan – Budget Estimates to 2036 (With Updated Airspace Consumption Estimate)

Table 1 below is based on information from the AECOM reports *Cedars Road Landfill Cell Development – 20 Year Budget Forecast* dated 2 April 2015 and *Bundaberg Landfill Closures – 20 Year Budget Forecast* 26 March 2015. It is based on the current landfill fill plan. This excludes additional leachate disposal infrastructure.

Table 1 Projected New Cells for 20 Years with current landfill fill plan (2015 – 2035)

Cell	Cell Airspace (Approx.)	New Cell Tendered For Construction Estimate	Approximate Date End of Cell Life	Capping Tendered for Construction Estimate	Est. Cell Total Construction Value (Opinion of Probable Cost 2 April 2015) ex GST	Est. Capping Total Construction Value (Opinion of Probable Cost 19 March 2015) ex GST
Cell 1 (existing)	-	-	-	May-20	-	\$1,333,500
Cell 2 (existing)	364,600m3	-	Feb-18	May-21	-	\$1,585,500
Cell 3	350,000 m3	May-17	Nov-22	May-25	\$4,294,007	\$2,079,000
Cell 4	255,000 m3	May-20	Dec-25	May-29	\$5,509,754	\$2,562,000
Cell 5	208,000 m3	May-24	Sep-28	May-31	\$4,069,231	\$1,354,500
Cell 6	393,000 m3	May-27	Aug-32	May-36	\$5,163,073	\$2,194,500
Cell 7	564,000 m3	May-31	Feb-38	Beyond forecast period	\$5,690,570	Beyond forecast period
Cell 8	576,000 m3	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 9	348,000 m3	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period

Capping approximately 3-4 years post-end of cell life. June 2016 Cedars Rd Approximate Annual Airspace Consumption Estimates

- Jun 2016: 67,492m3 pa and Jun 2036: 104,297m3 pa
- ABS Bundaberg Population Growth Rate (2014-2036): 1.1%pa.
- Waste growth rate assumed as 2.2%pa i.e. approximately GDP growth



3.0 Current Landfill Fill Plan – Budget Estimates to 2036 (With Updated Airspace Consumption Estimate + Assuming Uni Drive Closure end 2018)

Table 1 below is based on information from the AECOM reports *Cedars Road Landfill Cell Development – 20 Year Budget Forecast* dated 2 April 2015 and *Bundaberg Landfill Closures – 20 Year Budget Forecast* 26 March 2015. It is based on the current landfill fill plan. This excludes additional leachate disposal infrastructure.

Table 1 Projected New Cells for 20 Years with current landfill fill plan (2015 – 2035)

Cell	Cell Airspace (Approx.)	New Cell Tendered For Construction Estimate	Approximate Date End of Cell Life	Capping Tendered for Construction Estimate	Est. Cell Total Construction Value (Opinion of Probable Cost 2 April 2015) ex GST	Est. Capping Total Construction Value (Opinion of Probable Cost 19 March 2015) ex GST
Cell 1 (existing)	-	-	-	May-20	-	\$1,333,500
Cell 2 (existing)	364,600m ³	-	Feb-18	May-21	-	\$1,585,500
Cell 3	350,000 m ³	May-17	Dec-21	May-25	\$4,294,007	\$2,079,000
Cell 4	255,000 m ³	May-20	Jun-24	May-28	\$5,509,754	\$2,562,000
Cell 5	208,000 m ³	May-23	Jun-26	May-30	\$4,069,231	\$1,354,500
Cell 6	393,000 m ³	May-25	Dec-29	May-33	\$5,163,073	\$2,194,500
Cell 7	564,000 m ³	May-27	Jul-34	Beyond forecast period	\$5,690,570	Beyond forecast period
Cell 8	576,000 m ³	Beyond forecast period	Oct-38	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 9	348,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period

Capping approximately 3-4 years post-end of cell life. June 2016 Cedars Rd Approximate Annual Airspace Consumption Estimates

- Jun 2016: 67,492m³ pa and Jun 2036: 132,885m³ pa (Uni Dr 18,500m³ Jun 16)
- ABS Bundaberg Population Growth Rate (2014-2036): 1.1%pa.
- Waste growth rate assumed as 2.2%pa i.e. approximately GDP growth



4.0 Updated Landfill Fill Plan – Budget Estimates to 2036 (With Updated Airspace Consumption Estimate)

Table 2 below is based on information from the AECOM reports *Cedars Road Landfill Cell Development – 20 Year Budget Forecast* dated 2 April 2015 and *Bundaberg Landfill Closures – 20 Year Budget Forecast* 26 March 2015. It is based on the updated landfill fill plan. This excludes additional leachate disposal infrastructure.

Table 2 Projected New Cells for 20 Years with updated landfill fill plan (2015 – 2035)

Cell	Cell Airspace (Approx.)	New Cell Tendered For Construction Estimate	Approximate Date End of Cell Life	Capping Tendered for Construction Estimate	Est. Cell Total Construction Value (Opinion of Probable Cost 2 April 2015) ex GST	Est. Capping Total Construction Value (Opinion of Probable Cost 19 March 2015) ex GST
Cell 1 (existing)	Incorporated below	-	-	May-20	-	\$1,333,500
Cell 2 (existing)	308,400m ³	-	Jun-19	May-21	-	\$1,585,500
Cell 3	576,000 m ³	May-18	Oct-26	May-29	\$4,294,007	\$2,079,000
Cell 4	570,000 m ³	May-25	Jan-33	Beyond forecast period	\$5,509,754	Beyond forecast period
Cell 5	274,600 m ³	May-32	Oct-35	Beyond forecast period	\$4,069,231	Beyond forecast period
Cell 6	565,000 m ³	Beyond forecast period	Dec-40	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 7	1,080,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 8	1,350,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 9	496,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period

3 Capping approximately 3-4 years post-end of cell life . 3D rehab areas for the updated concept fill plan are less than the original concept (82,415m² vs 100,900m² for Cell 1-4) due to more slope area in this phase. The cap construction values have not been updated to reflect this, so will be conservative. June 2016 Cedars Rd Approximate Annual Airspace Consumption Estimates:

- Jan 2016: 66,392m³ pa and Jan 2036: 102,597m³ pa
- ABS Bundaberg Population Growth Rate (2014-2036): 1.1%pa.
- Waste growth rate assumed as 2.2%pa i.e. approximately GDP growth



5.0 Updated Landfill Fill Plan – Budget Estimates to 2036 (With Updated Airspace Consumption Estimate + Assuming Uni Drive Closure end 2018)

Table 2 below is based on information from the AECOM reports *Cedars Road Landfill Cell Development – 20 Year Budget Forecast* dated 2 April 2015 and *Bundaberg Landfill Closures – 20 Year Budget Forecast* 26 March 2015. It is based on the updated landfill fill plan. This excludes additional leachate disposal infrastructure.

Table 2 Projected New Cells for 20 Years with updated landfill fill plan (2015 – 2035)

Cell	Cell Airspace (Approx.)	New Cell Tendered For Construction Estimate	Approximate Date End of Cell Life	Capping Tendered for Construction Estimate	Est. Cell Total Construction Value (Opinion of Probable Cost 2 April 2015) ex GST	Est. Capping Total Construction Value (Opinion of Probable Cost 19 March 2015) ex GST
Cell 1 (existing)	Incorporated below	-	-	May-20	-	\$1,333,500
Cell 2 (existing)	308,400m ³	-	Dec-18	May-21	-	\$1,585,500
Cell 3	576,000 m ³	May-17	Jan-25	May-29	\$4,294,007	\$2,079,000
Cell 4	570,000 m ³	May-24	Mar-30	May-35	\$5,509,754	\$2,562,000
Cell 5	274,600 m ³	May-29	Jun-32	Beyond forecast period	\$4,069,231	Beyond forecast period
Cell 6	565,000 m ³	May-31	Nov-36	Beyond forecast period	\$5,163,073	Beyond forecast period
Cell 7	1,080,000 m ³	May-35	Beyond forecast period	Beyond forecast period	\$5,690,570	Beyond forecast period
Cell 8	1,350,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period
Cell 9	496,000 m ³	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period	Beyond forecast period

Capping approximately 3-4 years post-end of cell life. 3D rehab areas for the updated concept fill plan are less than the original concept (82,415m² vs 100,900m² for Cell 1-4) due to more slope area in this phase. The cap construction values not updated to reflect this, so will be conservative. June 2016 Cedars Rd Approximate Annual Airspace Consumption Estimates :

- Jun 2016: 67,492m³ pa and Jun 2036: 131,185m³ pa (Uni Dr 18,500m³ Jan 16)
- ABS Bundaberg Population Growth Rate (2014-2036): 1.1%pa.
- Waste growth rate assumed as 2.2%pa i.e. approximately GDP growth



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Over a 20-year forecast period with the assumption of a 2.2%pa waste disposal growth rate:

- Two additional Cells (6 and 7) may be required if the updated landfill fill plan is not utilised
- Three additional Cells (4- 6) may require capping if the updated landfill fill plan is not utilised. Leaving too many cells un-capped for long periods is likely to result in excessive leachate generation and associated costs.
- By 2036, the updated landfill fill option occupied two fewer Cells, so there will be less relative floor area generating leachate. This will result in lower leachate disposal costs for this option, particularly if capping lags plan.
- The updated landfill option may extend the life of the site some 16 years to approximately 2061 (compared to 2045)

If University Drive were to stop accepting MSW from the end of 2018, then:

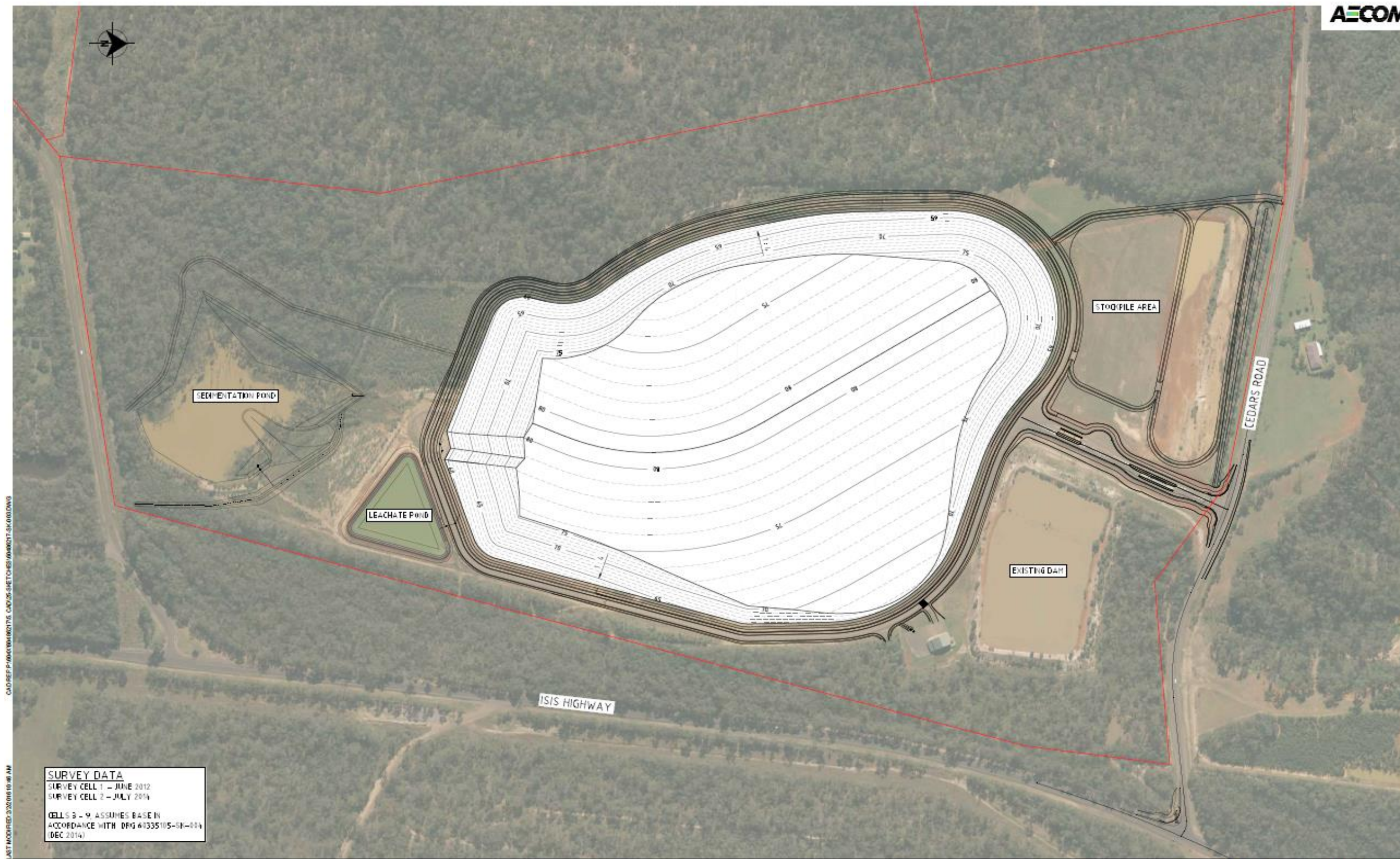
- With the current fill plan, BRC would need to be considering the siting of a new Regional Landfill by 2020 (based on a site life of only approximately 2041).
- With the updated fill plan, the site would still last to approximately 2054 (additional 13 years).

Yours faithfully

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Associate Director
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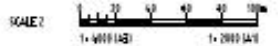
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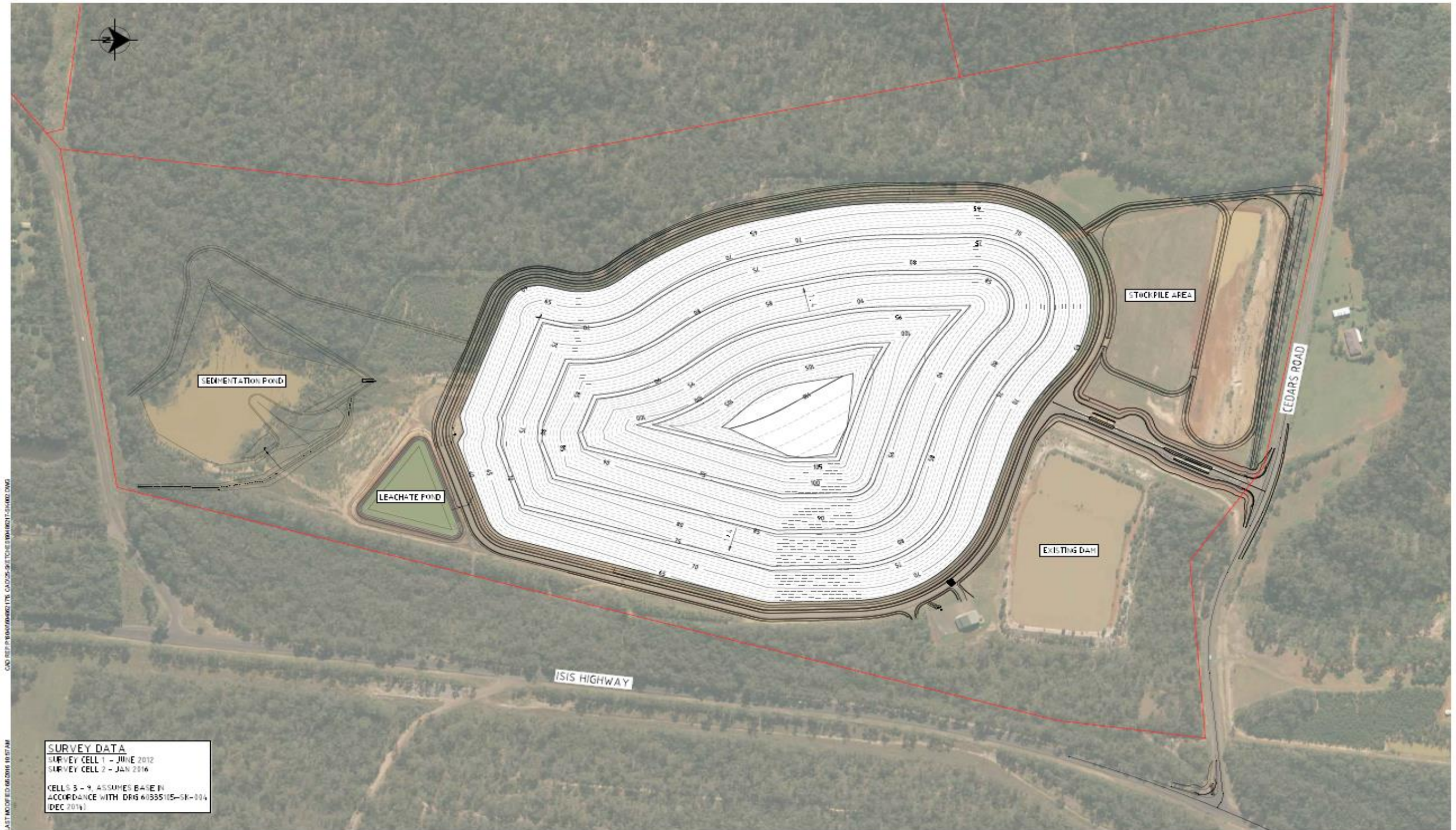
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 SURVEY CELL 1 - JUNE 2012
 SURVEY CELL 2 - JULY 2014
 CELLS 3 - 9 ASSUMES BASE IN
 ACCORDANCE WITH DFIG 61335105-SK-014
 (DEC 2014)

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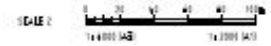
BUNDABERG REGIONAL COUNCIL
 CEDARS ROAD LANDFILL
 CONCEPT UNDERSIDE OF CAP PROFILE - ORIGINAL OPTION RL 81 (OCTOBER 2013)
 60486217-SK-003



SURVEY DATA
 SURVEY CELL 1 - JUNE 2012
 SURVEY CELL 2 - JAN 2016
 CELLS 3 - 9 ASSUMES BASE IN
 ACCORDANCE WITH DRG 60335/05-SK-004
 (DEC 2014)

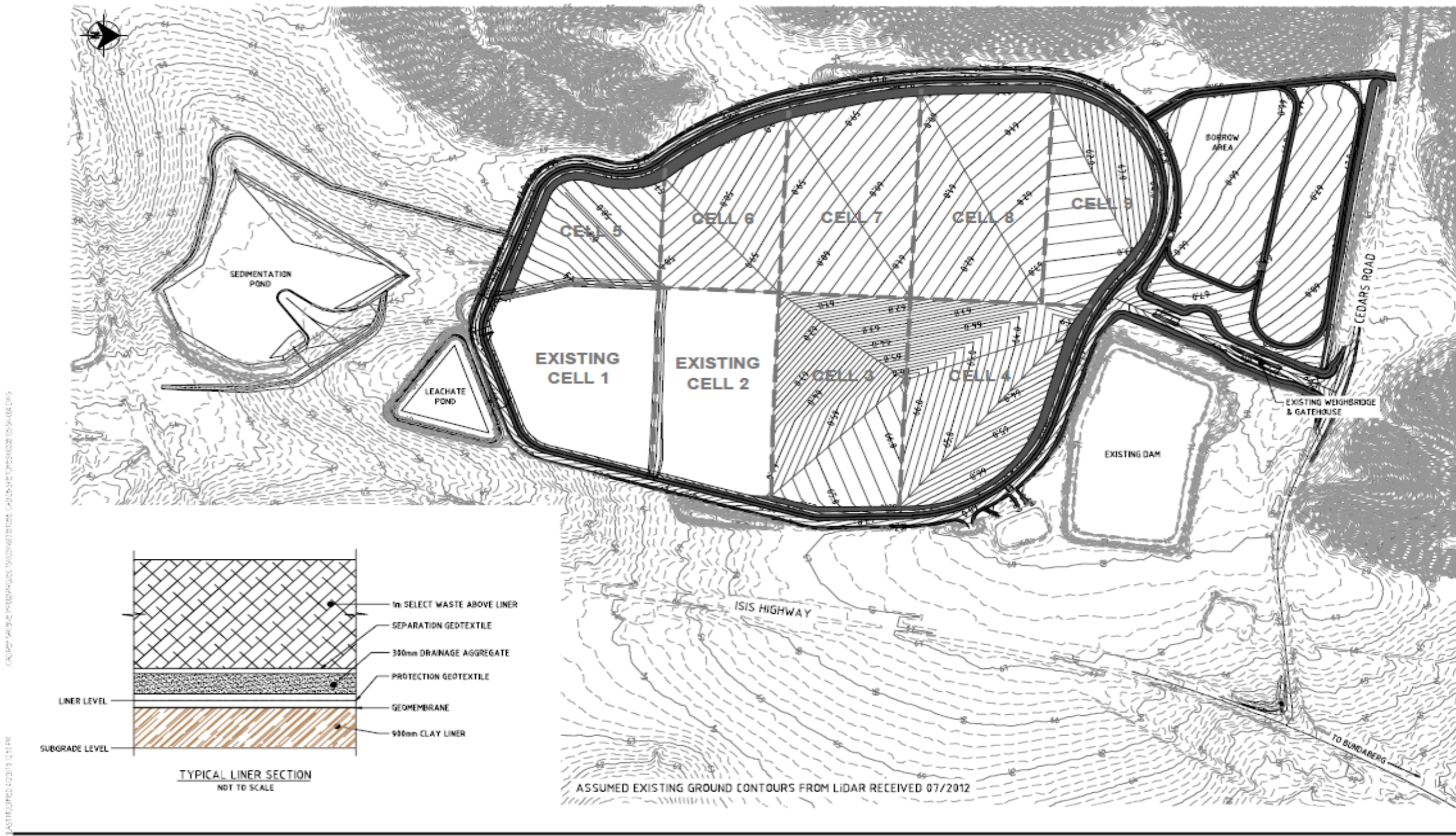
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BUNDABERG REGIONAL COUNCIL
 CEDARS ROAD LANDFILL
 CONCEPT UNDERSIDE OF CAP PROFILE - OPTION 2 MAX HEIGHT
 60486217-SK-002



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REV 2
02-04-2015

SCALE 1:1000 1:2000

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CEDARS ROAD
BUNDABERG REGIONAL LANDFILL
CONCEPT CELL LINER LEVEL CONTOUR PLAN
60335105-SK-004

Cedars Road Landfill Opinion of Probable Cost 20 Year Forecast 2 April 2016 (New Cells)			Cedars Cell 3		Cedars Cell 4		Cedars Cell 5		Cedars Cell 6		Cedars Cell 7		
Price No	Services and Products	Unit	Cell construction assumed by		Cell construction assumed by		Cell construction assumed by		Cell construction assumed by		Cell construction assumed by		
			May-17	Rate	May-22	Total Price	May-25	Total Price	May-28	Total Price	May-33	Total Price	
	Cell Construction												
			Opinion of probable cost rates (2014 \$)										
1	Preliminary and General Items												
	Mobilisation - Demobilisation	Item	\$30,000	1	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000
	Preparation and Implementation of Construction Environmental Management Plan, Quality Plan, Workplace Health and Safety Plan and Works Installation Plan	Item	\$20,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000
	Provision of "As Constructed" drawings	Item	\$10,000	1	\$30,000	1	\$30,000	1	\$30,000	1	\$30,000	1	\$30,000
	Sub-total 1 - Preliminary and General Items				\$130,000		\$130,000		\$130,000		\$130,000		\$130,000
2	Earthworks - Preparation Work												
2.01	Clear the working area	m2	\$2	35,100	\$70,200	35,400	\$72,800	19,100	\$38,200	24,100	\$48,200	33,000	\$66,000
	Sub-total 2 - Earthworks - Preparation Work				\$70,200		\$72,800		\$38,200		\$48,200		\$66,000
3	Earthworks - General and Perimeter Access Road												
	Excavate the cell to subgrade level, including sumps	m3	\$7	32,100	\$224,700	55,500	\$485,500	37,200	\$260,400	48,000	\$336,000	65,300	\$457,100
	Excavate the cell to subgrade level - non-rippable material (assumed >2m below existing ground)	m3	\$23	920	\$21,160	33,220	\$764,060	25,140	\$578,220	41,700	\$959,100	48,000	\$1,104,000
	Fill the cell to subgrade level	m3	\$6	12,200	\$73,200	750	\$4,500	270	\$1,620	0	\$0	0	\$0
	Shape, grade and compact the subgrade	m2	\$2	36,000	\$72,000	37,000	\$74,000	19,200	\$38,400	24,500	\$49,000	33,500	\$67,000
	Construct the perimeter access road and silt water drain (where not existing)	m3	\$5	0	\$0	0	\$0	3,200	\$16,000	2,055	\$10,275	2,055	\$10,275
	Supply and construct gravel pavement to the perimeter access road	m2	\$65	0	\$0	0	\$0	1,760	\$114,400	1,120	\$72,800	1,120	\$72,800
	Sub-total 3 - General Earthworks and Perimeter Access Road				\$391,060		\$1,308,060		\$1,008,040		\$1,427,176		\$1,711,176
4	Cell Liner System												
	Supply and place low permeability Clay 900mm (supply from cell excavation assumed)	m3	\$25	32,400	\$810,000	33,300	\$832,500	NA	NA	NA	NA	30,150	\$753,750
	Supply and place low permeability Clay 900mm (supply from offsite local source assumed)	m3	\$50	NA	NA	NA	NA	17,280	\$864,000	22,050	\$1,102,500	NA	NA
	Excavate the anchor trench for the Geosynthetics for Cell	m	\$20	540	\$10,800	520	\$10,400	360	\$7,200	360	\$7,200	420	\$8,400
	Supply and install HDPE geomembrane	m2	\$12	36,000	\$432,000	37,000	\$444,000	19,200	\$230,400	24,500	\$294,000	33,500	\$402,000
	Supply and install protection geotextile	m2	\$7	36,000	\$252,000	37,000	\$259,000	19,200	\$134,400	24,500	\$171,500	33,500	\$234,500
	Supply, place and compact anchor trench material	m3	\$55	578	\$31,775	556	\$30,802	385	\$21,186	385	\$21,186	449	\$24,717
	Sub-total 4 - Cell Liner System				\$1,636,678		\$1,678,602		\$1,267,188		\$1,698,388		\$1,423,387
5	Leachate Collection System												
5.01	Supply, place and grade the leachate drainage aggregate	m3	\$75	10,800	\$810,000	11,100	\$832,500	5,760	\$432,000	7,350	\$551,250	10,050	\$753,750
	Supply and install leachate perforated collection pipe (160mm HDPE)	m	\$60	1,000	\$60,000	1,280	\$76,800	940	\$56,400	1,300	\$78,000	1,700	\$102,000
	Supply and install leachate collection clean out riser pipe (160mm HDPE) and fittings	m	\$60	70	\$4,200	140	\$8,400	60	\$3,600	100	\$6,000	100	\$6,000
	Supply and install HDPE leachate sump riser inc. tee and fittings	m	\$300	20	\$6,000	25	\$7,500	60	\$18,000	25	\$7,500	20	\$6,000
	Supply and install leachate discharge ring main	m	\$50	450	\$22,500	400	\$20,000	140	\$7,000	200	\$10,000	200	\$10,000
	Supply and install leachate pump and control panel, including commissioning	Item	\$60,000	1	\$60,000	1	\$60,000	2	\$120,000	1	\$60,000	1	\$60,000
	Power to leachate control panel	m	\$115	20	\$2,300	20	\$2,300	140	\$16,100	200	\$23,000	200	\$23,000
	Supply and install geotextile sacrificial separation layer	m2	\$4	36,000	\$144,000	37,000	\$148,000	19,200	\$76,800	24,500	\$98,000	33,500	\$134,000
	Supply and install pre-filling geotextile separation layer (by BRC)	m2	\$5	36,000	\$180,000	37,000	\$185,000	19,200	\$96,000	24,500	\$122,500	33,500	\$167,500
	Additional Leachate Storage and Treatment	Item	Excluded	-	-	-	-	-	-	-	-	-	-
	Sub-total 5 - Leachate collection system				\$1,288,000		\$1,340,600		\$826,800		\$968,260		\$1,282,260
6	Fencing												
	Security fence around cell	m	\$80	500	\$40,000	520	\$41,600	220	\$17,600	360	\$28,800	420	\$33,600
	Gate in security fence	Item	\$3,500	1	\$3,500	1	\$3,500	1	\$3,500	1	\$3,500	1	\$3,500
	Sub-total 6 - Fencing				\$43,500		\$45,100		\$21,100		\$32,300		\$37,100
7	Construction Quality Assurance												
	Full time third-party construction supervision and testing of liner	Item	\$100,000	1	\$100,000	1	\$100,000	1	\$100,000	1	\$100,000	1	\$100,000
	Liner leak location survey	m2	\$0.5	36,000	\$18,000	37,000	\$18,500	19,200	\$9,600	24,500	\$12,250	33,500	\$16,750
	Sub-total 7 - Construction Quality Assurance				\$118,000		\$118,500		\$109,600		\$112,250		\$112,250
	TOTAL CONSTRUCTION VALUE ex. GST (rounded)				\$3,678,338		\$4,681,482		\$3,391,028		\$4,302,681		\$4,742,142
	OWNERS COSTS (To be Included by BRC)				By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	
	Construction Cost/m² (ex Owners Costs)				\$89	\$124	\$177	\$178	\$178	\$178	\$142	\$142	
	Contingency (20%)				\$716,888	\$818,282	\$878,206	\$880,612	\$880,612	\$880,612	\$880,612	\$880,612	
	TOTAL Inc. Contingency				\$4,294,007	\$5,608,764	\$4,088,231	\$5,183,073	\$4,088,231	\$5,183,073	\$4,088,231	\$5,183,073	
	Cost/m² Inc. Contingency				\$118	\$148	\$211.84	\$210.74	\$211.84	\$210.74	\$211.84	\$210.74	
	Escalation (not included)				By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	By BRC	

Key Assumptions

- Contingency: The costs associated with the capping works for the site have been based on recent tendered rates for similar projects. Given the conceptual level of design for the proposed new cells level of works required, there remains an intrinsic uncertainty around the project details; therefore, a contingency of at least 20% would be appropriate for the new cell works.
- Liner Conceptual Design: The cell costs for the 20 year forecast have been based on the concept detail shown on Sketch SK-004. This is as per the current site licence. A potential option that would allow for future work to reduce future costs, depending on clay costs would be incorporating a GCL of some of the clay thickness.
- Base Liner Levels and Out / Fill: The conceptual base liner levels and thus associated earthworks fill conceptual quantities developed in the 20 year forecast are as shown in Sketch SK-004.
- Liner Clay Supply: We understand that as the on-site borrow area is essentially exhausted and remaining stockpiles will be reserved for other uses. A high level review of the 2005 Golden Age Report Geotechnical Investigation Sundberg Regional Landfill Cedars Road and Cell 2 construction contract documentation indicated that onsite clay in the northern area is red-brown extending up depth, but is thinner, red-yellow-grey, and interbedded with gravel to the south. We have assumed therefore that liner clay can be generally sourced from the cell excavation for Cells 3, 4 and 7, a assumed cost rate reflects this. For Cells 5 and 6 we have assumed liner clay will be thus be sourced from an offsite but local source arranged by BRC. These are ~~potential assumptions~~ as variation these assumed quantities or rates could potentially be in excess of the allowed contingency for more detailed consideration of clay availability and costs is recommended for future work. Note potential Owners Costs costs and program (timing) impacts associated with further review of geotechnical data, investigations, obtaining quarry approvals, leasing land, or rehabilitating borrow areas are excluded.
- Excavation of "Non-Rippable Material": From previous Cell construction and geotechnical reports undertaken that the site is underlain by weathered rock. The 2005 Golden Age Report Geotechnical Investigation Sundberg Regional Landfill Cedars Road indicated best pit refusal (requiring ripper attachment to proceed) was generally encountered around 1.5m below existing over the proposed cells, with ripper refusal typically at 2-3m depth across the site. Therefore, for the purposes of this 20 forecast, material excavated below 2.0m below existing has been defined as "non-rippable material".
- Groundwater: The conceptual base liner levels shown in Sketch SK-004 are assumed to be >2m regional groundwater levels from a brief review of the 2005 Golden Age Report Geotechnical Investigation Sundberg Regional Landfill Cedars Road. I.e. it is assumed that no groundwater and will be required for future cells.
- Leachate Sumps and Services: It is assumed that each future cell will have at least one side-riser is assumed that a pump and associated control panel will be required for each sump. We understand overhead power exists to the existing Cell 1 sump and a connection could be made off this to Cell 4. It is assumed that new overhead power cone down would only be required for Cells 5- 9. Communications, if required, would be assumed via wireless. The use of leachate gates for part of and Cell 4, draining back toward Cell 1 sump, is also assumed. There is a potential to include a vent as well in Cell 3 and Cell 4, but this has been excluded at this time.
- Additional Leachate Treatment/Storage: It is expected that additional leachate treatment / storage required on the site for Cell 3 and beyond. What this solution is and the costs associated with it is the 20 year forecast at this time.
- Landfill Gas Infrastructure: Costs for active landfill gas extraction has been excluded. It is assumed installing further wells would be part of operational budgets.
- Access Road: It is assumed the perimeter access road for Cells 5-7 would be built in stages rather than implementing the whole new western perimeter road at the time of Cell 5.
- Surface water / stormwater: The proposed cell staging (which has clear advantages in terms of cell and leachate management) means that once Cell 5 is constructed, there will be a 'dam'. That is, a is created at the south-western corner of Cell 6 where site runoff will not flow freely to the sediment pool issue will be similar for Cells 5-6. It is assumed that costs associated with pumping this water out, if required, would be part of operational budgets. As per our proposal, this scope of works does not in review of site stormwater.
- Construction Quality Assurance: An allowance for third party full-time CQA for the liner and also detection survey of the geomembrane post drainage aggregate installation has been included.
- Cost Basis: All costs are in 2014 dollars.

Bundaberg Landfill Closures (Capping)
 Opinion of Probable Cost Forecast 19 March 2015

Price No	Services and Products	Unit	probable cost rates (2015 \$)	Cedars Cell 1		Cedars Cell 2		Cedars Cell 3		University Drive Stage 1		Avondale		Queens		University Drive Stage 2		Meadowdale		Chilfers		Cedars Cell 4		Cedars Cell 5		Timpan		University Drive Stage 3 Cedars Cell 6		University Drive W.T.							
				Year 2014/2015		Year 2015/2016		Year 2016/2017		Year 2017/2018		Year 2018/2019		Year 2019/2020		Year 2020/2021		Year 2021/2022		Year 2022/2023		Year 2023/2024		Year 2024/2025		Year 2025/2026		Year 2026/2027		Year 2027/2028		Year 2028/2029					
				Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price				
Capping Works																																					
1 Preliminary and General Items																																					
1.01	Mobilisation - demobilisation	Item		1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000	1	\$40,000
1.02	Preparation and implementation of Construction Environmental Management Plan, Quality Plan, Workplace Health and Safety Plan and Work Installation Plan	Item		1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000
1.04	Provision of "As Constructed" drawings	Item		1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000
Sub-total 1 - Preliminary and General Items					\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000
2 Earthworks - Preparation Work																																					
2.01	Clear the working area	m2	\$2	17,100	\$34,200	20,800	\$41,600	28,200	\$56,400	90,300	\$180,600	8,100	\$16,200	142,050	\$284,100	46,275	\$92,550	51,100	\$102,200	55,300	\$110,600	34,800	\$69,600	17,400	\$34,800	37,700	\$75,400	50,275	\$100,550	29,700	\$59,400	40,700	\$81,400				
Sub-total 2 - Earthworks - Preparation Work					\$34,200		\$41,600		\$56,400		\$180,600		\$16,200		\$284,100		\$92,550		\$102,200		\$110,600		\$69,600		\$34,800		\$75,400		\$100,550		\$59,400		\$81,400		\$0		
3 Earthworks - Passive Landfill Gas Collection System																																					
3.01	Excavate and grade the trenches for the passive drains	m3	\$30	193	\$5,790	193	\$5,790	249	\$7,470	913	\$27,390	190	\$5,700	990	\$29,700	273	\$8,190	608	\$18,240	633	\$18,990	298	\$8,940	158	\$4,740	278	\$8,340	400	\$12,000	278	\$8,340	62	\$1,860				
3.02	Supply and place the gas drainage aggregate	m3	\$100	193	\$19,300	193	\$19,300	249	\$24,900	913	\$91,300	190	\$19,000	990	\$99,000	273	\$27,300	608	\$60,800	633	\$63,300	298	\$29,800	158	\$15,800	278	\$27,800	400	\$40,000	278	\$27,800	62	\$6,200				
3.04	Supply and install the passive vent	Item	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000	1	\$6,000
Sub-total 3 - Earthworks - Passive Landfill Gas Collection System					\$26,290		\$21,390		\$38,240		\$124,690		\$28,000		\$121,700		\$41,490		\$68,290		\$75,290		\$44,740		\$28,540		\$34,740		\$34,740		\$11,760		\$0				
4 Earthworks - Cell																																					
4.01	Prepare, grade and compact the subgrade	m2	\$2	17,100	\$34,200	20,800	\$41,600	28,200	\$56,400	90,300	\$180,600	8,100	\$16,200	142,050	\$284,100	46,275	\$92,550	51,100	\$102,200	55,300	\$110,600	34,800	\$69,600	17,400	\$34,800	37,700	\$75,400	50,275	\$100,550	29,700	\$59,400	40,700	\$81,400				
4.02	Supply, lay, grade and compact the low permeability cap (Cedars)	m2	\$50	8,300	\$415,000	10,400	\$520,000	14,100	\$705,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	17,400	\$870,000	8,700	\$435,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
4.03	Supply, lay, grade and compact the soil subgrade (Cedars)	m2	\$10	8,300	\$83,000	8,240	\$82,400	8,490	\$84,900	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10,440	\$104,400	5,220	\$52,200	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
4.04	Supply, lay, grade and compact the soil cover soils (Cedars)	m2	\$10	23,230	\$232,300	27,290	\$272,900	38,660	\$386,600	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	48,240	\$482,400	27,800	\$278,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
4.05	Supply, lay, grade and compact the clay rich fill	m3	\$13	NA	NA	NA	NA	NA	NA	18,090	\$235,170	1,620	\$21,060	28,410	\$369,330	9,255	\$120,315	10,220	\$132,860	11,000	\$143,000	NA	NA	NA	NA	7,540	\$98,020	10,055	\$130,715	NA	NA	NA	NA	NA	NA	NA	
4.06	Supply and place cover soil	m3	\$10	NA	NA	NA	NA	NA	NA	72,240	\$722,400	6,480	\$64,800	113,640	\$1,136,400	37,020	\$370,200	40,880	\$408,800	44,240	\$442,400	NA	NA	NA	NA	30,150	\$301,500	40,220	\$402,200	NA	NA	NA	NA	NA	NA	NA	
4.07	Supply soil component and place growing medium (Principal blends/soil)	m3	\$10	3,420	\$34,200	4,160	\$41,600	5,640	\$56,400	18,090	\$180,900	1,620	\$16,200	28,410	\$284,100	9,255	\$92,550	10,220	\$102,200	11,000	\$110,000	6,900	\$69,000	3,480	\$34,800	7,540	\$75,400	10,055	\$100,550	5,940	\$59,400	5,140	\$51,400				
4.08	Supply and place grass cover	m2	\$2	17,100	\$34,200	20,800	\$41,600	28,200	\$56,400	90,300	\$180,600	8,100	\$16,200	142,050	\$284,100	46,275	\$92,550	51,100	\$102,200	55,300	\$110,600	34,800	\$69,600	17,400	\$34,800	37,700	\$75,400	50,275	\$100,550	29,700	\$59,400	40,700	\$81,400				
Sub-total 4 - Earthworks - Cell					\$897,700		\$977,800		\$1,318,800		\$1,488,980		\$154,480		\$2,388,030		\$768,195		\$828,290		\$877,880		\$1,038,800		\$447,800		\$528,820		\$534,568		\$1,338,900		\$176,820		\$0		
5 Geosynthetics - Supply & Placement																																					
5.01	Supply and place the Separation Geotextile for the passive landfill gas system	m2	\$4	1,220	\$4,880	1,540	\$6,160	1,980	\$7,920	7,800	\$31,200	1,200	\$4,800	7,120	\$28,480	2,180	\$8,720	4,800	\$19,200	5,060	\$20,240	2,300	\$9,200	1,290	\$5,160	2,200	\$8,800	3,200	\$12,800	2,200	\$8,800	7,000	\$28,000				
5.02	Supply and place GCL	m2	\$12	NA	NA	NA	NA	NA	NA	36,300	\$435,600	8,100	\$97,200	142,050	\$1,704,600	46,275	\$555,300	51,100	\$613,200	55,300	\$663,600	NA	NA	NA	NA	37,700	\$452,400	50,275	\$603,300	NA	NA	NA	NA	NA	NA	NA	NA
Sub-total 5 - Geosynthetics					\$4,880		\$6,160		\$7,920		\$36,300		\$102,000		\$1,733,080		\$564,020		\$613,840		\$663,840		\$9,200		\$5,160		\$48,000		\$128,000		\$88,800		\$28,000		\$0		
6 Surface Water Management System																																					
6.01	Excavate and grade the trenches for the surface water management system	m2	\$15	17,100	\$256,500	20,800	\$312,000	28,200	\$423,000	90,300	\$1,354,500	8,100	\$121,500	142,050	\$2,130,750	46,275	\$694,125	51,100	\$766,500	55,300	\$829,500	34,800	\$522,000	17,400	\$261,000	37,700	\$565,500	50,275	\$754,125	29,700	\$445,500	40,700	\$610,500				
Sub-total 6 - Surface Water Management System					\$256,500		\$312,000		\$423,000		\$1,354,500		\$121,500		\$2,130,750		\$694,125		\$766,500		\$829,500		\$522,000		\$261,000		\$565,500		\$754,125		\$445,500		\$610,500		\$0		
7 Quarry Rehab																																					
7.01	Re-erase the quarry	m2	\$8	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
7.02	Supply and place cover soil	m3	\$10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
7.03	Supply and place topsoil	m3	\$10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
7.04	Supply and place vegetation	m2	\$30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Sub-total 7 - Quarry Rehabilitation					NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		
8 Construction Quality Assurance																																					
8.01	Full Site construction supervision and testing	Item		1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000	1	\$70,000
Sub-total 8 - Construction Quality Assurance					\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000		\$70,000
TOTAL, exc. GST (rounded)					\$1,270,000		\$1,510,000		\$1,990,000		\$4,660,000		\$500,000		\$7,020,000		\$2,330,000		\$2,610,000		\$2,890,000		\$3,440,000		\$1,290,000		\$2,090,000		\$2,290,000		\$2,540,000		\$2,030,000		\$0		
Cedars Inc. Contingency (5%)					\$63,500		\$75,500		\$99,500		\$233,000		\$25,000		\$351,000		\$116,500																				

**Item****13 December 2016****Item Number:**

O2

File Number:

A2893535

Part:

WASTE & RECYCLING

Portfolio:

Community & Environment

Subject:

Sole Supplier Approval - Waste Management Software

Report Author:

Gavin Crawford, Manager Waste & Health Services

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Governance - 4.4.6 A commonsense approach to planning, coordination and consultation

Background:

It is a requirement of the Local Government Regulation 2012 (Section 235) to invite written quotations or tenders where the carrying out of works or the supply of goods or services involves a cost greater than \$15,000 or \$200,000 (excluding GST) respectively. Additionally, Council's Procurement Manual contains provisions regarding obtaining quotes for amounts less than \$15,000.

The Regulation acknowledges that there are instances when it will not always be possible to meet this requirement and provides a number of exceptions to manage these instances, including the following:

"Council resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders"

From a tender process in 2009, Council selected Mandalay Technologies as the provider of waste management and weighbridge software for data capture and operational management solutions for waste management. Since that time Council has entered into two consecutive three year contracts with Mandalay Technologies.

Mandalay is currently used at all Councils waste facilities to capture all waste data through each of the facilities. The system is set up to allow for regular reporting to the Department of Environment and Heritage Protection as well as other agencies and internally to Council. Mandalay is also linked to Councils financial systems which provides monthly invoicing to account clients. The time, resources and infrastructure invested in the Mandalay system is extensive.

The contract is due for renewal in December for an additional three year period with a whole of contract life cost of \$256,082 (payable yearly and forms part of current budget).

The new contract will include operational system deployment to University Drive Material Recycling Facility (MRF); Qunaba Buy Back Shop and University Drive Buy Back Shop as well as supporting the existing implementations at University Drive, Cedars Road, Qunaba, Childers, Tirroan, Meadowvale, Woodgate, South Kolan, Avondale, Buxton, Booyal and Cordalba.

This tender exemption is requested to enter into an additional three year contract (December 2016-November 2019) with Mandalay Technologies to continue providing the weighbridge and waste management software, support and maintenance services to Council.

It is anticipated that prior to 2019 contract expiry, Council will go to open market tender for waste management software. It is envisaged that 18 months prior to the end of the contract, Council will form a working group to determine the best options moving forward. It is also expected that we would need to allow for at least a 6 month transition period if Council opts for a new provider to allow for the transition of all waste data into the new system and training of data management staff and landfill operations staff.

Associated Person/Organization:

Mandalay Technologies

Consultation:

Portfolio Spokesperson Governance & Communications: Cr Helen Blackburn
 Portfolio Spokesperson Waste & Recycling: Cr Scott Rowleson
 Divisional Councillor: N/A
 Gavin Steele, General Manager Community & Environment
 Andrew Ireland – General Manager Organisational Services
 Gavin Crawford – Manager Waste & Health Services
 Kerry Dalton, Coordinator Waste & Recycling Environmental Compliance
 Ian Norvock – Chief Information Officer
 Jennifer Marshallsea – Manager Strategic Supply

Legal Implications:

There appear to be no legal implications.

Policy Implications:

Allowed under Section 235(b) of the Local Government Regulation 2012

Financial and Resource Implications:

As per attached proposal.

	Year 1	Year 2	Year 3	Total
Fee Payments AUD excl GST	\$96,180	\$79,951	\$79,951	\$256,082

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓](#) 1 Mandalay Software and Hosting Subscription and Support Agreement

Recommendation:

That pursuant to Section 235(b) of the Local Government Regulation 2012, Council enter into a further three year contractual arrangement with Mandalay Technologies to continue to provide the Mandalay Weighbridge and Waste Management software, support and maintenance services to Council.

Dated 7 November 2016

Mandalay Technologies Pty Ltd

ACN 103 637 501

(Mandalay)

and

Bundaberg Regional Council

ABN 72 427 835 198

(Customer)

**Software and Hosting Subscription and
Support Agreement**

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THIS SOFTWARE AND HOSTING SUBSCRIPTION AND SUPPORT AGREEMENT is dated 7 November 2016

PARTIES:

MANDALAY TECHNOLOGIES PTY LTD (ACN 103 637 501) of 37 Merivale Street, South Brisbane, Qld 4101 (**Mandalay**)

Bundaberg Regional Council (ABN 72 427 835 198) with its principal place of business at 190 Bourbong Street, Bundaberg, QLD 4670, Australia ("**Customer**").

INTRODUCTION:

- A** The Customer has requested and Mandalay has agreed to license the Licensed Software to the Customer and to provide hosting and support services to the Customer on the terms and conditions of this agreement.
- B** In addition, the Customer has requested and Mandalay has agreed to assist with the implementation of the Licensed Software by providing Implementation Services in accordance with Schedule 3.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, unless the context clearly indicates otherwise:

Address for Service means the address of each party appearing in this agreement in Schedule 1 or any new address notified by any party to all other parties as its new Address for Service;

Approved Purpose means to use the Licensed Software for the internal processing of the Customer's own data at the Sites nominated in Schedule 6;

Available Hours of Operation means the hours / days during which the Hosted Service will be available for access and use by the Customer, as stated in Item 1.3 of Schedule 9, exclusive of Scheduled Downtime and downtime arising from causes beyond the reasonable direct control of Mandalay, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure Event;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Brisbane, and concludes at 5.00pm AEST on that day;

Claim means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered

by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent;

Class of Licence means specific rights that are granted by Mandalay to the Customer to use the Licensed Software that are stated in Item 1 of Schedule 2, and may include the Licence Period, number and type of Permitted Users, number, type or capacity of any hardware on which the Licensed Software may be used, or other attribute which defines the Customer's right to use the Licensed Software;

Confidential Information means the terms of this agreement and all confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement which:

- (a) is by its nature confidential; or
- (b) is communicated by the disclosing party to the confidant as confidential; or
- (c) the confidant knows or ought to know is confidential; or
- (d) relates to:
 - (i) the Products or Services;
 - (ii) the financial, the corporate and the commercial information of any party;
 - (iii) the strategies, practices and procedures of Mandalay;

Commencement Date means the date of this agreement;

Consulting Rates means the rates set out in Schedule 7;

Copyright Act means the *Copyright Act 1968* (Cth);

Corporations Act means the *Corporations Act 2001* (Cth);

Customer Data means data owned or supplied by the Customer to which Mandalay is provided access pursuant to this agreement or data which may otherwise be generated, compiled, arranged or developed using the Licensed Software or the Application by either party to this agreement, or data which may otherwise be generated, compiled, arranged or developed using, or submitted to or stored on, the Hosted Service;

Defect means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Product not to perform in accordance with, or otherwise meet the requirements set out in, this agreement;

Default Interest Rate means the rate which is 2% above the rate set by Mandalay's bank as its benchmark rate for overdrafts of \$100,000 or more. Such default interest shall accrue and be calculated daily;

Designated Equipment means the equipment on which the Licensed Software is to be installed or is authorised to integrate with as specified in Item 4 of Schedule 2;

Excluded Services means, with the exception of Implementation Services and the Set-up Services for the Hosted Service to be provided in accordance with Schedule 3, any services in connection with:

- (a) the installation of the Licensed Software on the Designated Equipment or any other equipment;
- (b) training the Customer or any of its personnel in connection with the Licensed Software;
- (c) customisation of the Licensed Software for the Customer;
- (d) the modification of the Licensed Software for the Customer;
- (e) integration of the Licensed Software and/or any hardware provided under any separate agreement with the Designated Equipment;
- (f) migration of any of the Customer's Data;
- (g) provision of consulting services to the Customer; and
- (h) project management for the Customer;

Force Majeure Event means any event or circumstance beyond the reasonable control of a party that results in that party being unable to perform an obligation (other than a payment obligation) on time and includes:

- (a) natural events like fire, flood, or earthquake;
- (b) national emergency;
- (c) terrorist acts (including cyber-terrorism) and acts of vandalism; or
- (d) war;

GST means any form of goods and services tax payable under the GST Law;

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

Hosting Period means the period that the Customer may access and use the Hosted Service (subject to the Hosted Service Licence Scope), as described in Item 1.3 of Schedule 9;

Hosted Service Licence means the licence granted under this agreement by Mandalay to the Customer in respect of the Hosted Service;

Hosted Service Licence Scope means the specific rights that are granted by Mandalay to the Customer to use the Hosted Service that are stated in Item 1.2 of

Schedule 9, and may include number and type of permitted users, or other attributes which define the Customer's right to use the Hosted Service;

Hosted Service means Mandalay's hosted service as described in Item 1.1 of Schedule 9;

Hosted Service Fee means the fee payable to Mandalay for access to and use of the Hosted Service, for licensing the Hosted Service to the Customer, and for performing the Hosting Support Services; as set out in Item 1.7 of Schedule 9, as may be increased by CPI in accordance with Section 14.5 below;

Hosting Start Date means the date the Set-up Services have been successfully completed and the Hosted Service is ready to be used by the Customer;

Hosting Support Services means the Hosting Support Services set out in Schedule 10;

Implementation Services means the services requested by the Customer and agreed to by Mandalay to be performed in accordance with Part A of Schedule 3;

Improvements means any improvement, modification, enhancement, derivative, application or use of the Product, conceived, created or arising during or subsequent to the Customer's access to the Product;

Insolvency Event means where a party:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent within the meaning of Section 95A of the Corporations Act;
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the Corporations Act;
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the Corporations Act;
- (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the Corporations Act or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition

with or assignment for the benefit of its creditors, a class of them or any of them;

Intellectual Property Rights includes all intellectual property rights including:

- (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks, trade or other protected rights, or related rights, existing worldwide; and
- (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a),

whether created before on or after the Commencement Date;

Licence means the licence granted by Mandalay to the Customer in respect of the Licensed Software under this agreement;

Licence End Date means the date specified in Item 2(b) of Schedule 2. The Customer no longer has the right to use the Licensed Software from this date;

Licence Period means unless this agreement is terminated or the Licence is otherwise surrendered by the Customer, the period commencing on the Licence Start Date and ending on the Licence End Date;

Licence Start Date means the date specified in Item 2(a) of Schedule 2. The Customer has the right to use the Licensed Software from this date;

Licensed Software means the standard off-the-shelf software provided by Mandalay to the Customer and includes any Updates or New Releases of that software that may be provided to the Customer from time to time in accordance with this agreement and "Release" shall mean the current release of the Licensed Software including those Updates and/or New Releases;

Licensed Transaction Volume means the licensed transaction volume, being the volume of transactions to be processed by the Licensed Software during a specified period, as set out in item 8 of Schedule 2;

Limitation Amount means an amount equal to the annual Subscription Fee and annual Hosted Service Fee payable under this agreement as set out in Schedule 4;

Malicious Use includes but is not limited to any intentional or negligent act which has the effect of causing unnecessary and unwanted malicious interference with the business operations of Mandalay;

Material means any document or other thing in which Intellectual Property Rights exist, including the Product;

Moral Rights means a person's moral rights as defined in the Copyright Act;

New Products means software released by Mandalay, other than the Licensed Software, and includes new modules which perform functions not currently used by the Customer;

New Release, in relation to the Licensed Software, means a commercial release of the Licensed Software that incorporates additional or improved features, functionality, or capability or is otherwise designated by Mandalay as a New Release but does not include New Products;

Patch means the correction of an error in the Licensed Software;

Personal Information means the definition given in the Information Privacy Act 2009 (Qld);

Problem Log means a brief description of a Defect in a chronological record;

Product means the Licensed Software and documentation only;

Representative means representatives, counsel, directors, officers, employees and agents of the parties;

Scheduled Downtime means the periods that the Hosted Service may be inaccessible or inoperable to permit Mandalay (and/or its third party hosting service / cloud service providers) to perform updates, maintenance or other preventative or remedial services in relation to the Hosted Service and/or any infrastructure used to operate or provide the Hosted Service;

Set-up Fee means the fee payable for the Set-up Services, as set out in Item 5 of Schedule 4;

Set-up Services means the implementation and other services to be performed by Mandalay (and/or its subcontractors) to make the Hosted Service ready for use by the Customer, as set out in Part B of Schedule 3;

Site means the place or places specified in Item 3 of Schedule 2 where the Designated Equipment is located or is to be located and, subject to clause 14.4, any other place or places where the Designated Equipment is located or is to be located as may be agreed between the parties during the Term;

Software Deployment Date means the date specified in Item 3 of Schedule 3. This is the date in the implementation process prior to go-live, where the system and database will be deployed into a test environment for the Customer to access and perform User Acceptance Testing, and assist in the configuration thereof;

Software Support Services means the Software Support Services set out in Schedule 8;

Subscription Fee means the fees payable to Mandalay for licensing the Licensed Software and performing the Software Support Services set out in Item 5 of Schedule 2;

Technical Information means all scientific and technical know-how and information (whether in unrecorded or recorded form and whether consisting of, or comprised in, documents, software, equipment and other materials) relating to the Licensed Software, which is disclosed or made available to the Customer directly or indirectly by the Licensor for the purposes of this agreement and which describes the operation and functionality of the Licensed Software;

Technical Contact means an individual authorised by a party to conduct all technical correspondence with the other party in connection with the Licensed Software;

Technical Support means those individuals authorised by Mandalay to provide assistance to the Customer in relation to or connection with the Licensed Software including in relation to its installation, configuration or use and as provided via means of telephone, email, or other electronic communication;

Term means the period commencing on the date of this agreement and ending on the earlier of:

- (a) the expiry of the Licence Period; or
- (b) such date on which this agreement is validly terminated;

Update means software which has been produced primarily to overcome Defects in, or to improve the operation of the relevant part of the Licensed Software without significantly altering the functionality or performance of the Licensed Software whether or not that Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement and is designated by a change in the digit(s) to the right of the decimal point of the version number of the Licensed Software;

Uptime Target means the percentage of time during the Available Hours of Operation in which the Hosted Service is accessible and available to be used by the Customer, excluding Scheduled Downtime;

User Documentation means all printed and digital materials including any user manuals, operating manuals, help files, user reference documentation, technical information and materials which assist or supplement the use and understanding of the Products and/or the Hosted Service (as applicable);

Virus means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of the Licensed Software or Designated Equipment, but does not include any code, mechanism or device that is included in the Licensed Software for the purpose of managing the Customer's use of the Licensed Software;

Warranty Period means the period specified in Item 6 of Schedule 2; and

Workaround means a fix or alternative procedure to temporarily address a Defect.

1.2 Interpretation

In this agreement, unless the context clearly indicates otherwise:

- (a) a reference to **this agreement** or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this agreement;
- (f) the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this agreement;
- (g) the **introduction** accurately sets out the circumstances in which the parties have entered into this agreement;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) **related** or **subsidiary** in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (l) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this agreement;

- (m) an **obligation or warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) a reference to a **breach of warranty** includes that warranty not being complete, true or accurate;
- (o) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (p) **including and includes** are not words of limitation;
- (q) the words **at any time** mean at any time and from time to time;
- (r) a reference to a time is to that time in Queensland;
- (s) a word that is derived from a defined word has a corresponding meaning;
- (t) **monetary amounts** are expressed in Australian dollars;
- (u) the singular includes the plural and vice-versa;
- (v) words importing one gender include all other genders; and
- (w) a reference to a thing includes each part of that thing.

1.3 Construction

Neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 LICENSED SOFTWARE

2.1 Grant of Licence and permitted use of Licensed Software

Subject to the terms and conditions of this agreement, Mandalay grants to the Customer a non-exclusive, non-transferrable licence during the Licence Period to use the Licensed Software solely for the Approved Purpose and in accordance with the Class of Licence.

2.2 Permitted use of Licensed Software

The Customer may:

- (a) install the Licensed Software on the Designated Equipment in accordance with the User Documentation;
- (b) run (but not modify or adapt) the Licensed Software from the Commencement Date on the Designated Equipment;

- (c) use, adapt and/or reproduce the Licensed Software to the extent permitted under the Copyright Act, including rights granted under sections 47B(3) and sections 47C, 47D, 47E or 47F of the Copyright Act;
- (d) make copies of the Licensed Software as required for operational use at the Sites designated in Schedule 6 and for the purpose of backup, archive and security.

2.3 Use by Customer's subcontractors

The Customer may allow the use of the Licensed Software and User Documentation by the Customer's contractors solely for the Approved Purpose for the Licence Period, provided that:

- (a) the use of the Products shall be subject to the terms and conditions of this agreement; and
- (b) unless otherwise required by Mandalay, the Customer's contractor must first sign an agreement or undertaking in a form acceptable to Mandalay that protects the use and disclosure of the Products in the same manner as stated in this agreement;



2.4 Restrictions on Licence

Other than as permitted by law or provided for in this agreement, the Customer must not:

- (a) itself, nor shall it permit others to sell, rent, lease, sub-license, lend, assign, time-share, distribute or otherwise make the Licensed Software, or documentation available to any third party;
- (b) redistribute the Licensed Software to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or dynamic link libraries without the prior written approval of Mandalay;
- (c) reverse engineer, decompile, or disassemble the Licensed Software, or documentation;
- (d) reproduce, modify, enhance, translate, alter, tamper with, upgrade or create derivative works of the whole or any part of the Licensed Software or documentation or combine, integrate or incorporate the whole or any part of the Licensed Software in any other software or system;
- (e) make any attempt to circumvent the technological measures that controls access to or use of Licensed Software or documentation;


- (f) redistribute any Licensed Software registration number/licence authorisation files, developer licence files or access codes to unauthorised third parties without the prior approval of Mandalay;
- (g) use Licensed Software to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws;
- (h) remove, alter, obscure or deface any:
 - (i) patent, copyright, trademark, or proprietary rights notices of Mandalay or its licensors
 - (ii) trade mark, service mark, get up, logo or branding, proprietary or restricted use legend; or
 - (iii) disclaimer, warning, instruction or advisory notice,which are contained in or affixed to the Licensed Software, User Documentation or any other Materials provided under this agreement.
- (i) unbundle individual or component parts of the Licensed Software for independent use; or
- (j) do anything that would prejudice Mandalay's right, title or interest in the Licensed Software.

For clarity, use in accordance with this agreement is not prejudicial to Mandalay's rights, title or interest in the Licensed Software.

3 INSTALLATION

3.1 Installation of Licensed Software

- (a) Mandalay may agree to install (or grant access to) the Licensed Software the subject of this agreement and any such installation or access shall be governed by the terms and conditions applicable to the Implementation Services provided by Mandalay.
- (b) Unless the parties agree that Mandalay will be responsible for installing the Licensed Software, the Customer is responsible for downloading (if applicable) and/or installing the Licensed Software on the Designated Equipment. The Customer must perform the installation in accordance with any instructions in the User Documentation or other instructions provided by Mandalay, and provided it does so the act of installing the Licensed Software will not invalidate any warranty provided by Mandalay under this agreement or any applicable statutory guarantee.

3.2 Back-up 

The Customer must take and maintain adequate backups of any data that is loaded into the Licensed Software so that there is no loss of data in the event that any failure of the Licensed Software causes damage to, or loss of, any data.

4 LICENCE PERIOD**4.1 Licence Period**

Unless this agreement is terminated or the Licence is otherwise surrendered by the Customer, the Licence remains in force for the duration of the Licence Period.

4.2 Further licence periods

- (a) At least 90 days prior to the end of the Licence Period, the Customer may issue a notice to renew the agreement for a further term of 12 months or other such period as agreed between the parties or terminate the agreement. In the event the agreement is renewed the Licence Period will automatically renew for such period on the terms and conditions to be accepted and agreed between the parties.
- (b) If no notice is provided under clause (a), the Licence Period will expire on expiry of this agreement.

4.3 Technical assistance

During the Licence Period:

- (a) Mandalay will provide all technical assistance relating to the Licensed Software reasonably required to enable the Customer to operate the Licensed Software on the Designated Equipment.
- (b) The restrictions that apply in relation to copying the Licensed Software under clause 2.4 applies to any Technical Information provided to the Customer under clause 4.3(a).

5 HOSTED SERVICE**5.1 Grant of Hosted Service Licence and permitted use of the Hosted Service**

Subject to the terms and conditions of this agreement, Mandalay grants to the Customer a non-exclusive and non-transferable licence during the Hosting Period to access and use the Hosted Service solely in connection with the Approved Purpose and in accordance with the Hosted Service Licence Scope.

5.2 Restrictions on Hosted Service Licence

Other than as permitted by law or provided for in this agreement, the Customer must not:



- (a) itself, nor shall it permit others to sell, rent, lease, sub-license, lend, assign, time-share, distribute or otherwise make the Hosted Service, or User Documentation available to any third party;
- (b) redistribute the Hosted Service to unauthorised third parties, in whole or in part, including, but not limited to, extensions, components, or dynamic link libraries without the prior written approval of Mandalay;
- (c) reverse engineer, decompile, or disassemble the Hosted Service or User Documentation;
- (d) reproduce, modify, enhance, translate, alter, tamper with, upgrade or create derivative works of the whole or any part of the Hosted Service or User Documentation or combine, integrate or incorporate the whole or any part of the Hosted Service in any other software or system;
- (e) make any attempt to circumvent the technological measures that controls access to or use of the Hosted Service or User Documentation;
- (f) redistribute any Hosted Service registration number/licence authorisation files, developer licence files or access codes to unauthorised third parties without the prior approval of Mandalay;
- (g) use the Hosted Service to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws;
- (h) use the Hosted Service to send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Hosted Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, propagation of computer worms and viruses, or use of the Hosted Service to make unauthorised entry to any other device accessible via the network or the Hosted Service.
- (i) remove, alter, obscure or deface any:
 - (i) patent, copyright, trademark, or proprietary rights notices of Mandalay or its licensors
 - (ii) trade mark, service mark, get up, logo or branding, proprietary or restricted use legend; or
 - (iii) disclaimer, warning, instruction or advisory notice,which are contained in or affixed to the Hosted Service or User Documentation.
- (j) unbundle individual or component parts of the Hosted Service for independent use; or

- (k) do anything that would prejudice Mandalay's right, title or interest in the Hosted Service.

For clarity, use in accordance with this agreement is not prejudicial to Mandalay's rights, title or interest in the Hosted Service.

5.3 Methods Mandalay may use to supply the Hosted Service

The Customer acknowledges and agrees that:

- (a) Mandalay may engage and use third party hosting service providers and 'cloud service' providers in order to supply the Hosted Service, and Mandalay may change providers at any time without prior notice or consent;  
- (b) The Hosted Service will NOT be on a dedicated server(s) (for the sole benefit of the Customer), and that such server(s) will have other applications and software residing on it for the benefit of third parties (including Mandalay providing the Hosted Service to other clients); and
- (c) The Hosted Service may be provided from a virtual environment, and such virtual environment may include other Mandalay hosting clients, at Mandalay's sole discretion.

5.4 Set-Up Services

- (a) Mandalay shall commence the Set-Up Services promptly after the Commencement Date, and shall perform the Set-Up Services with all due care, skill and diligence, and in accordance with generally accepted industry practices.
- (b) The Hosted Service will commence on the Hosting Start Date

5.5 Availability / Scheduled Downtime



- (a) Mandalay shall use its reasonable commercial efforts to:
 - (i) make the Hosted Service available during the Available Hours of Operation; and
 - (ii) achieve the Uptime Target.
- (b) Mandalay shall use reasonable commercial efforts to minimise any disruption, inaccessibility and/or inoperability of the Hosted Service in connection with Scheduled Downtime or other disruption of service. To avoid doubt, Mandalay shall not be required to provide the Customer with any prior notification of any Scheduled Downtime.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of Intellectual Property

- (a) The Customer acknowledges that ownership in the Licensed Software and/or the Hosted Service does not pass to the Customer and the Customer must use the Licensed Software and the Hosted Service only in accordance with this agreement.
- (b) All Intellectual Property Rights, including adaptations, translations and derivative works in the Licensed Software, the Hosted Service and other Material provided under this agreement (including the documentation) are the exclusive property of Mandalay (or its licensors, if applicable), and must vest in or must be transferred to Mandalay immediately upon creation, as the case may be.

6.2 Improvements

- (a) The Customer must promptly notify Mandalay if it develops any Improvement or becomes aware of any possible Improvement to the Licensed Software or the Technical Information. 
- (b) All Improvements created by or for the Customer, or otherwise, are to be owned by Mandalay.
- (c) The Customer assigns to Mandalay absolutely and for the world all its interest (including but not limited to any Intellectual Property rights and including any future copyright) upon creation in and to the Improvements.
- (d) At the request of Mandalay, the Customer must assign or transfer the Intellectual Property Rights (and must procure the granting of consent for the unfettered use of Moral Rights) to any Improvements to the Products to Mandalay or its designee and must sign (or procure any person to sign) any document reasonably required to assign or transfer any such Intellectual Property Rights to Mandalay or its designee and/or consent to the unfettered use of any Moral Rights. 

6.3 Infringement

- (a) To the best of its knowledge, Mandalay warrants that the Licensed Software and the Technical Information do not infringe the Intellectual Property of any person.
- (b) If the Customer suspects or becomes aware of any infringement or threatened infringement of the Intellectual Property subsisting in the Licensed Software or the Technical Information, it must promptly notify and provide particulars of the infringement to Mandalay in writing.

- (c) Upon request and at Mandalay's expense, the Customer must provide Mandalay with all reasonable assistance in connection with dealing with a possible or alleged infringement of the Intellectual Property subsisting in the Licensed Software or the Technical Information and defending any claim in respect of it.

7 WARRANTIES

7.1 Scope of warranties


- (a) Subject to clause 7.2, Mandalay warrants that:
 - (i) the Licensed Software will comply with and perform substantially in accordance with the specifications when operating on the Designated Equipment during the Warranty Period;
 - (ii) it has the right to grant the licenses granted by this agreement; and
 - (iii) the Products it supplies to the Customer under this agreement and the use by the Customer of the Products will not infringe the Intellectual Property Rights of any third party.
- (b) Mandalay expressly excludes any warranty that:
 - (i) the Licensed Software and/or the Hosted Service will be error free;
 - (ii) the Licensed Software and/or the Hosted Service will operate without interruption;
 - (iii) Mandalay will correct all program errors;
 - (iv) the Licensed Software will be compatible with any hardware, software or data not supplied by Mandalay (except for the Designated Equipment); or
 - (v) any Licensed Software or the Hosted Service or User Documentation will meet the Customer's requirements.
- (c) If an unmodified version of the Licensed Software fails to perform in accordance with the requirements of this agreement and the Customer provides Mandalay with written notice of the Defect within the Warranty Period, then Mandalay must, at its option,
 - (i) promptly remedy those Defects, implement a Workaround or replace the Licensed Software, at its own expense in accordance with Schedule 8 (Software Support Services);


- (ii) roll-back to the previous delivered New Release or Update (as applicable) of the Licensed Software which has been accepted by the Customer; or
- (iii) provide a refund of the Subscription Fee paid by the Customer to Mandalay for the Licence for any periods for which the Licensed Software has been or will be inoperable or unavailable.

Any remedy that is implemented is warranted only during the remainder of the Warranty Period.


- (d) The Customer must provide reasonable assistance to Mandalay in order for Mandalay to identify and resolve the Defect, including installing Patches and Workarounds.

7.2 Exceptions to warranties as to Licensed Software

- (a) Mandalay is not liable for any breach of this agreement (including any warranty contained in this agreement) which arises as the result of:
 - (i) modifications to the Licensed Software and/or the Hosted Service that were effected or attempted by a person other than Mandalay or its authorised Representatives;
 - (ii) equipment maintenance of the Designed Equipment not provided by Mandalay or its authorised Representative;
 - (iii) software other than the Licensed Software;
 - (iv) any act, error, fault, neglect, misuse or omission of the Customer;
 - (v) the operation of the Licensed Software and/or the Hosted Service other than in accordance with recommended operating procedures, User Documentation, the terms of this agreement, or otherwise than in accordance with the directions or recommendations of Mandalay;
 - (vi) any Virus, denial of service attack or other malicious act that adversely affects the Licensed Software and/or the Hosted Service, except to the extent that the attack or malicious act is an attack or malicious act of Mandalay; 
 - (vii) the failure by the Customer to permit installation of all Patches, Updates or New Releases on the Designated Equipment which Mandalay reasonably believes will correct Defects reported by the Customer;
 - (viii) use of the Licensed Software and/or the Hosted Service for any other purpose than the Approved Purpose;


- (ix) improper use or mismanagement by the Customer;
 - (x) a Force Majeure Event. 
- (b) Where Mandalay has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect then Mandalay is entitled to charge the Customer for the costs and expenses, calculated at the Consulting Rates that arise out of, or in connection with identifying and attempting to remedy that item.

7.3 Implied Warranties / Australian Consumer Law

(a) Exclusion of Implied Warranties 

Except for the express warranties set forth in this agreement, and subject to clause 7.3(b) below, the Customer and its third party suppliers and licensors disclaim all other warranties, express or implied, with respect to the Licensed Software, the Hosted Service and the User Documentation and services furnished under this agreement, including but not limited to, any warranty of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, reliability, course of dealing, course of performance or usage in trade.

(b) Competition and Consumer Act 2010 (Cth) and Australian Consumer Law.


Provisions of the *Competition and Consumer Act 2010* (Cth) and Australian Consumer Law contain implied warranties which cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those implied warranties do apply, then to the extent permitted by law Mandalay's liability under those provisions is limited as follows: Mandalay's liability is limited, at its option – in the case of goods, to replacement of the goods or the supply  of equivalent goods; or repair of the goods; or payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired; and in the case of services, to supplying the services again or the payment of the cost of having the services supplied again.

8 CUSTOMER'S OBLIGATIONS


8.1 Customer Records, Protection and Security

The Customer must:



- (a) maintain records of:
 - (i) the location of all copies of the Licensed Software;
 - (ii) the usage of the Licensed Software as measured against the Class of Licence of the Customer under this agreement;

- (iii) the usage of the Hosted Service as measured against the Hosted Service Licence Scope of the Customer under this agreement;
- (b) provide copies of the records kept under this clause to Mandalay every six months; and 
- (c) ensure that, prior to the disposal of any media or other storage device, any Licensed Software contained on it has been erased or destroyed.

8.2 Access to Site



Customer must, upon receiving prior notice from Mandalay, provide Mandalay or its approved officers, employees, agents  contractors with access to the Customer's sites during a Business Day or at such other times reasonably agreed to by the Customer in order that Mandalay may perform any services in accordance with this agreement and Mandalay must ensure that its officers, employees, agents and contractors comply with the reasonable directions of the Customer with regard to conduct, behaviour, safety and security. Mandalay will use all reasonable endeavours not to unreasonably disrupt the business and operations of the Customer in accessing the Customer's sites under this clause 8.2, and will treat all information accessed as the Customer's Confidential Information. Mandalay's performance of any obligations under this agreement shall be excused to the extent that they are prevented by the Customer failing to provide access to the Site or the Designated Equipment to Mandalay or any of its officers, employees, agents and contractors to perform the any of the services.

9 UPDATES AND NEW RELEASES

- (a) During the Licence Period, Mandalay shall make Updates available to the Customer at no additional cost when and to the extent Mandalay makes any such Updates generally available to all of Mandalay's other customers. All Updates are included in the Subscription Fee but the actual responsibility for the installation of the Updates will depend on the deployment option specified in item 7 of Schedule 2.
- (b) Mandalay shall make New Releases available to Customer. There may, however, be an additional Subscription Fee cost in respect of a New Release which would be advised to the Customer in advance of their acceptance. The installation and deployment of New Releases are not included in the Subscription Fee.  
- (c) If the Customer accepts an Update or New Release:
 - (i) In respect of a New Release, Mandalay, if requested by the Customer, must install the New Release, coordinating and scheduling such installation with the Customer. The Customer must pay Mandalay the costs for such installation at Mandalay's then Consulting Rates, unless agreed otherwise.



- (ii) if the Customer installs the Update or New Release, the Customer must do so in accordance with any instructions provided by Mandalay, and the Customer is responsible for interoperability of the Update or New Release with other software programs;
 - (iii) the Customer must upon request return to Mandalay all copies of the original Licensed Software or the part that has been superseded by the Update or New Release or otherwise deal with all such copies in accordance with Mandalay's directions;
- (d) If the Customer accepts an Update or New Release and the Deployment Option is a shared deployment then the responsibilities of the respective parties will be as follows
- (i) Mandalay shall:
 - (A) make available the installer package on the Mandalay server for download by the Customer via file transfer protocol (FTP);
 - (B) install, configure, and commission databases on the central server;
 - (C) install, configure, and commission databases on the operational Sites;
 - (D) install, configure, and commission replication between central server and operational Sites;
 - (E) install, configure, and commission web based reporting on the central server;
 - (F) install, configure, and commission enterprise manager reporting on the central server; and
 - (G) install, configure, and commission application manager on the central server.
 - (ii) The Customer shall:
 - (A) make available the installer package in a central file store accessible to Mandalay;
 - (B) copy installer packages to operational sites;
 - (C) install, set up, and commission software on operational sites;
 - (D) install, set up, and commission software on administration sites; and

- (E) grant Mandalay sufficient rights and privileges to enable Mandalay perform its responsibilities.
- (iii) The above responsibilities may be amended, on a case by case basis, by mutual agreement by both parties.
- (e) During the Licence Period, the Customer must:
 - (i) accept and use any Update that Mandalay advises addresses a security issue; and 
 - (ii) accept and use one Update during each year commencing on the Commencement Date and each anniversary of that date.
- (f) If the Customer decides not to use the Update or New Release then the Customer acknowledges and agrees that: 
 - (i) Defects that have been addressed in an Update or New Release may still exist in the Licensed Software;
 - (ii) subsequent Updates or New Releases may not operate with the Licensed Software;
 - (iii) Mandalay may cease to provide Software Support Services for that release of the Licensed Software from the date that is 18 months from the date of general release of a New Release, and thereafter:
 - (A) the Licensed Software may have its usefulness reduced over time;
 - (B) Mandalay may not be able to remedy any Defects in the Licensed Software.

10 SOFTWARE SUPPORT SERVICES

10.1 Provision of Software Support Services

Mandalay shall provide the Software Support Services in respect of the Licensed Software in accordance with Schedule 8 (including the service levels).

10.2 Provision of Hosting Support Services

Mandalay shall provide the Hosting Support Services in accordance with Schedule 10 (including the service levels)

10.3 Payment of Costs

Subject to clause 10.4, Schedule 8 and Schedule 10, all Software Support Services and Hosting Support Services to be provided by Mandalay under this agreement

are to be provided at Mandalay's sole cost provided that the Customer does not fail to pay the Subscription Fee, the Hosted Service Fee and all other fees due from the Customer to Mandalay under this agreement when due and payable.

10.4 Support Coverage Exclusions

Mandalay shall not be obligated to provide the Software Support Services and/or the Hosting Support Services in any of the following circumstances and to the extent it does provide such Software Support Services and/or the Hosting Support Services shall be subject to an additional charge at the Consulting Rates applicable at that time provided that Mandalay notifies the Customer of this prior to incurring any such additional charge, and the Customer authorises the incurrence of such additional charge:

- (a) **(Old Releases)** if the Customer is not using the latest New Release of the Licensed Software within 18 months from the date of general release of that New Release provided that Mandalay notified the Customer of the availability of such New Release pursuant to clause 9(b). This exclusion applies regardless of whether the Subscription Fee is paid;
- (b) **(Improper use)** if the Customer uses the Licensed Software and/or the Hosted Service contrary to the User Documentation, this agreement or Mandalay's reasonable instructions;
- (c) **(Unauthorised combinations)** to the extent the Licensed Software and/or the Hosted Service is combined or merged with any hardware or software not supplied or supported by Mandalay or not authorised to be combined or merged by Mandalay;
- (d) **(Unauthorised alterations)** if any modifications, alterations of or additions are made to the Licensed Software and/or the Hosted Service by any person other than Mandalay or its authorised employees or agents;
- (e) **(Failure to accept Update)** if the Customer fails to permit Mandalay to supply, license and install an Update on the Designated Equipment following a written request by Mandalay to do so provided that Mandalay notified the Customer of the availability of such Update pursuant to clause 9(b);
- (f) **(Other non-Mandalay failures)** if the Customer's problem is a result of:
 - (i) computer equipment, network or connectivity issues, hardware, or operating system malfunctions or failures not caused or contributed to by Mandalay or the Licensed Software or the Hosted Service;
 - (ii) the Licensed Software and/or the Hosted Service any part thereof, being used in combination with products not sold, licensed, supplied, authorised or supported, from time to time, by Mandalay;

- (iii) the Customer's use of the Licensed Software and/or the Hosted Service with hardware, software or operating systems not supplied or supported by Mandalay or authorised by this agreement or Mandalay;
- (iv) a breach of this agreement by the Customer; or
- (v) any external factors in respect of which it is unreasonable to expect Mandalay to exercise control over.

11 OTHER SERVICES

- (a) Mandalay shall not be required to provide the Excluded Services. If Mandalay agrees with the Customer to provide any Excluded Services these Excluded Services shall be charged at Mandalay's the applicable Consulting Rates. The details of those services, including the scope of the services and the fees that are payable for them will be agreed between the parties.
- (b) The parties may agree that other services, including additional training and consultancy are to be provided by Mandalay during the Licence Period. The details of those services, including the scope of the services and the fees that are payable for them may be agreed between the parties.

12 ASSISTANCE

- (a) The Customer must provide reasonable assistance in remedying any Defect, including installing any Workarounds supplied by Mandalay and running any diagnostic tests.
- (b) Where Mandalay requires remote access to the Licensed Software and/or the Hosted Service to provide Software Support Services and/or the Hosted Service the Customer must provide that access, subject to Mandalay complying with the terms and conditions of this agreement.

13 CUSTOMER DATA

13.1 License of Customer Data

- (a) During the Licence Term, Mandalay may collect, de-identify and aggregate the Customer Data collected by or stored in the Licensed Software and/or the Hosted Service or input into the Designated Equipment.
- (b) The Customer grants to Mandalay an irrevocable, perpetual, transferrable, worldwide, non-exclusive license to use, reproduce and modify the Customer Data for purposes of preparing data, reports, information and other derivative works for industry benchmarking, data compilation and research purposes. Mandalay shall be entitled to provide such derivative works to third parties provided that:

- (i) none of the Customer's Confidential Information or Personal Information is disclosed in such derivative works;
 - (ii) the Customer is not identified in or linked to the derivative works; and
 - (iii) the Customer's Sites are not identified in or linked to the derivative works.
- (c) The Customer grants to Mandalay an irrevocable, transferrable, worldwide, royalty-free and non-exclusive licence to use, reproduce and modify the Customer Data for the purposes of providing the Hosted Service and the Hosting Support Services to the Customer, during the Hosting Period.
- (d) The Customer acknowledges that it is the Customer's sole responsibility to ensure that it complies with all laws, rules and regulations to the extent that it relates to: (i) the submission to and storing of Customer Data on the Hosted Service; and (ii) the authority for Mandalay to access, use, transmit and disclose the Customer Data for the purposes of Mandalay providing the Hosted Service and the Hosting Support Services to the Customer.

13.2 Granting access to Customer Data

The Customer will permit Mandalay to access the Customer Data. If the Customer does not permit Mandalay to access the Customer Data, Mandalay may, at Mandalay's sole discretion, investigate and/or undertake any work it reasonably requires to access the Customer Data in the required format

13.3 Customer's warranties

The Customer warrants that it either owns or has obtained the required licences to use the Customer Data in accordance with this agreement including by:

- (a) providing the Customer Data to Mandalay; and
- (b) allowing Mandalay to:
 - (i) access, use and reproduce the Customer Data; and
 - (ii) create data, information or reports as a derivative of the Customer Data.

14 PAYMENT OF FEES

14.1 Customer to pay fees.

- (a) The Customer must pay the fees to Mandalay.
- (b) As consideration for the licence granted to the Customer under clauses 2 and 5, the Customer must pay to Mandalay:

- (i) any fees that the parties agree apply for any Implementation Services performed by Mandalay, which may be performed in accordance with Schedule 3;
- (ii) the Subscription Fee, payable each year in advance from the Licence Start Date And
- (iii) the Hosted Service Fee, payable each year in advance, commencing on the Hosting Start Date

14.2 Increase in Subscription Fee upon anniversary of Licence Start Date

- (a) Mandalay may increase the Subscription Fee with effect upon each anniversary of the Licence Start Date to reflect any positive increases in the Consumer Price Index arising between the date on which the last payment of the Subscription Fee was due and payable under this agreement and the date that Subscription Fee is due and payable under this agreement.
- (b) Mandalay will give the Customer details of the updated Subscription Fee at least 30 days prior to any updated Subscription Fee taking effect under clause 14.2(a).

14.3 Increase in Subscription Fee on grant of licence for New Releases and New Products

- (a) The Customer may purchase a licence for New Releases or New Products if Mandalay makes them available to the Customer at any time during the agreement. The Subscription Fee for the New Releases or New Products will be provided by Mandalay to the Customer at the applicable time.
- (b) If the Customer purchases New Releases or New Products, the Subscription Fee for the current year of the agreement will be increased on a pro-rata basis from the date of receipt of an order for the New Releases or New Products until the anniversary date of the agreement. The Subscription Fee for subsequent years of the agreement will be increased to include the New Releases or New Products.

14.4 Increase in Subscription Fee on change of Site or Sites or change of Designated Equipment

- (a) The Subscription Fee for the Software has been based upon a number of factors including the Site or Sites, Designated Equipment and Licensed Transaction Volume.
- (b) The Customer must give written notice to Mandalay of any proposal to change the Designated Equipment, Sites, and/or the Licensed Transaction Volume at any time during the agreement. The Subscription Fee for the

updated Designated Equipment and/or Sites will be provided by Mandalay to the Customer at the relevant time.

- (c) Mandalay may, as a result of:
- (i) an audit of the Designated Equipment and/or operation of the Licensed Software against the Licensed Transaction Volume pursuant to this agreement; or
 - (ii) the Customer informing Mandalay that the Customer requires an increase in the number of Sites for the Licensed Software pursuant to clause 14.4(b),

increase the Subscription Fee with the increase effective and payable from the date that the change in the Designated Equipment and/or implementation of the Site or Sites was completed (as the case requires).

14.5 Increase in Hosted Service Fee upon anniversary of the Hosting Start Date

- (a) Mandalay may increase the Hosted Service Fee with effect upon each anniversary of the Hosting Start Date to reflect any positive increases in the Consumer Price Index rising between the date on which the last payment of the Hosted Service Fee was due and payable under this agreement and the date that the Hosted Service Fee is due and payable under this agreement.
- (b) Mandalay will give the Customer details of the updated Hosted Service Fee at least 30 days prior to any updated Hosted Service Fee taking effect under clause 14.5(a).

14.6 Default interest

If the Customer fails to pay any sum due for payment under this agreement on the due date, Mandalay may charge the Customer interest on that sum from the due date until the date of actual payment at the Default Interest Rate. Interest is to be calculated on a daily basis and capitalised monthly.

15 TERMINATION / SUSPENSION

15.1 Termination for breach

Either party may terminate this agreement upon written notice to the other party if:

- (a) either party breaches any material provision of this agreement and fails to remedy the breach within 30 days after receipt of notice from the terminating Party;
- (b) the Customer does any of the following without the written consent of Mandalay:

- (i) uses, copies, modifies or merges the Licensed Software and/or the Hosted Service in breach of this agreement; or
- (ii) allows a third party to use the Licensed Software and/or the Hosted Service or documentation in breach of this agreement;
- (c) the Customer disposes or attempts to dispose of the Licensed Software;
- (d) the Customer fails for at least 30 days to pay an amount that is due under this agreement; or
- (e) either party is the subject of an Insolvency Event.

15.2 Other Termination / Suspension Rights regarding the Hosted Service

- (a) Suspension.

Mandalay may suspend the Hosting Support Services and/or access to and use of the Hosted Service at any time if the Customer is in material breach of this agreement and does not remedy that breach within 30 days after receipt of written notice from Mandalay (material breach includes non-payment of fees).


- (b) Termination With / Without Cause.



Mandalay may terminate the Hosted Service at any time, with or without cause (and without incurring any penalty or liability in relation thereto), by giving the Customer a written termination notice, provided that termination may only occur after the Hosting Termination Notice Period (as set out in Item 1.4 of Schedule 9). In such event, Mandalay shall provide the Customer with a pro-rata refund of the Hosted Service Fee paid by the Customer for the particular year in which the termination occurs (to account for the post-termination period where the Hosted Service has been paid for but will not be used), and no further Hosted Service Fee shall be due under this agreement.

- (c) Transition-Out Services.

If required by the Customer, the parties may agree to certain 'transition-out services' (e.g. to transition the Customer from the Hosted Service to an alternative solution or in-house, to provide the Customer with any Customer Data stored on the Hosted Service, etc.) pursuant to a separate professional services agreement and/or statement of work under this agreement for the applicable additional fees, to be mutually agreed in writing between the parties.

15.3 Mandalay's rights on termination 

If Mandalay terminates this agreement immediately by notice in writing, Mandalay may:


- (a) retain any money paid to it, even though the period in respect of which it was paid has not ended;
- (b) charge a reasonable amount in respect of work which it has done but not charged for;
- (c) take possession of any copies of the Licensed Software and the User Documentation in the possession, custody or control of the Customer;
- (d) deactivate the Customer's ability to access or use the Licensed Software and the Hosted Service; and
- (e) take any additional action it is legally entitled to take.

15.4 Refund

Upon termination of this agreement by the Customer under clause 15.1(a) the Customer is entitled to a pro rata refund for Subscription Fees and Hosted Service Fees paid in advance and Mandalay must refund such pro rata Subscription Fees and Hosted Service Fees to the Customer promptly and in any event within 14 days of termination.

15.5 Effect of ending on rights and duties

Upon termination of this agreement, any rights that have accrued under this agreement are not affected. Each party's duty of confidentiality under this agreement continues. However, the licence to use the Licensed Software, the Hosted Service and User Documentation ends and the Customer must:

- (a) at its own expense and at the option of Mandalay un-install, remove and destroy all: 
 - (i) Licensed Software and User Documentation;
 - (ii) any whole or partial copies, modifications or merged portions in any form;
 - (iii) any notes made in relation to the Licensed Software or User Documentation or any part of them; and
 - (iv) all operating and user manuals and associated technical literature and other documents associated in any way with the Licensed Software or User Documentation or with the practices or procedures of Mandalay.

- (b) in accordance with the instructions given by Mandalay the Customer must deliver evidence of such destruction to Mandalay, which evidence must be in a form acceptable to Mandalay at its sole discretion; and
- (c) If the Customer wishes Mandalay to provide the Customer with any Customer Data then stored on the Hosted Service, this would be subject to the 'Transition-Out Services' arrangements described in clause 15.2(c), for the applicable additional fees (to be mutually agreed in writing between the parties).

15.6 Access to Information

- (a) The parties acknowledge and agree that the Licensed Software may provide functionality for the Customer to extract the Customer's transaction and master data which is stored in the Licensed Software including details of:
 - (i) ticketing transactions;
 - (ii) master-files of the clients of the Customer; and
 - (iii) client information of the Customer including vehicle and licence plate information;
- (b) In order for the Customer to be able to extract the data referred to in clause 15.615.6(a), after the expiration of the Term or termination under clause 15.1, Mandalay must allow the Customer to access the Licensed Software in order to extract the Customer's transactional and master data for a period of 10 days.
- (c) Notwithstanding anything contained in this agreement, it is the Customer's responsibility to back up its own data.

16 LIABILITY

16.1 Liability cap

To the extent permitted by law and except in respect of the indemnities in this clause 16, each party's cumulative liability to the other in respect of all Claims made by the first party under or in relation to this agreement, whether arising in contract, negligence or any other tort, misrepresentation, under statute or otherwise, will not exceed in the aggregate the Limitation Amount.

16.2 No representation

The Customer warrants that it has not relied on any representation made by Mandalay other than those representations stated expressly in this agreement, the schedules and annexures to this agreement, or in written descriptions, illustrations

or specifications contained in any document including catalogues or publicity material produced by Mandalay.

16.3 Excluded Liability

To the extent permitted by law, neither party (nor Mandalay's third party suppliers) will be liable, regardless of the cause (and whether arising in contract, negligence or any other tort, misrepresentation, under statute or otherwise, for any: (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) punitive, special, consequential, incidental, exemplary, multiple or indirect damages; even if such party has been advised of the possibility of such loss or damage.

16.4 Intellectual Property Indemnity by Mandalay

- (a) If any person makes a Claim alleging that the Licensed Software, Technical Information or User Documentation or any use of any of them, or Customer's exercise of any right granted under this agreement, infringes any Intellectual Property Rights of any person, Mandalay must indemnify the Customer, and each of their employees, officers, contractors or agents against all Claims arising directly or indirectly out of the Claim.
- (b) In the event that a Claim is made pursuant to clause 16.4(a), the Customer will:
 - (i) promptly notify Mandalay in writing of any such Claim of which it has notice; and
 - (ii) act in accordance with the reasonable instructions of Mandalay in relation to the conduct of the Claim and, at the request and cost of Mandalay, afford all reasonable assistance with all negotiations or litigation.
- (c) In the event that a Claim is made pursuant to clause 16.4(a), without limiting any other rights the Customer may have, if it is determined by any independent tribunal of fact or law or if it is agreed between the parties to the dispute that an infringement of Intellectual Property Rights of a third party has occurred, Mandalay will, at its own election and sole expense:
 - (i) modify the Licensed Software and/or User Documentation or the relevant components of the Licensed Software and/or User Documentation in order to avoid continuing infringement; or
 - (ii) procure for the Customer the right to continue the use or possession of the infringing Licensed Software and/or User Documentation or the relevant components of the Licensed Software and/or User Documentation.
- (d) Each party (Indemnifying Party) must at all times indemnify and hold harmless the other party and its officers, employees and agents

(Indemnified Party) from and against any Claim against the Indemnified Party (whether the Claim is by the Indemnifying Party or a third party) to the extent that such Claim arises out of:

- (i) any injury to or death of any person caused by any act or omission of the Indemnifying Party or its officers, employees, agents or subcontractors; or
- (ii) any damage to real or tangible property caused by any act or omission of the Indemnifying Party or its officers, employees, agents or subcontractors.

16.5 Customer's indemnity

The Customer will at all times indemnify Mandalay and will continue to indemnify, hold harmless and defend Mandalay and its principals, agents, servants and employees (in this clause referred to as 'those indemnified') from and against all liabilities, costs and expenses suffered or incurred by any of those indemnified including, without limitation, all reasonable legal fees incurred by those indemnified, arising out of or in connection with any of the following, except to the extent that any liability, loss or damage is solely and directly caused by the wilful misconduct or negligence of those indemnified:

- (a) any unauthorised use or disclosure of the Products of Mandalay or its customers by the Customer or its personnel;
- (b) any loss or damage arising out of, or in connection with, any personal injury, death or damage to tangible property arising out of the performance of this agreement by the Customer, its employees agents and subcontractors;
- (c) any breach of this agreement (including breach of any warranty, representation or covenant of the Customer); and
- (d) any negligence, illegal or unlawful or wilful act or omission of the Customer its employees, agents, contractors and or sub-contractors in connection with this agreement; and
- (e) any Malicious Use by the Customer of the Products.

17 GST

17.1 Definitions

Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

17.2 Consideration is GST-exclusive

Unless otherwise specified, all amounts payable under this agreement are exclusive of GST and must be calculated without regard to GST.

17.3 GST payable on taxable supply

- (a) If a supply made under this agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- (b) The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (c) If there is an adjustment to a taxable supply made under this agreement then the Supplier must provide an adjustment note to the Recipient.
- (d) The amount of a party's entitlement under this agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

18 CONFIDENTIAL INFORMATION**18.1 Obligation**

Subject to this clause, each party must maintain in confidence all Confidential Information and ensure that the Confidential Information is kept confidential.

18.2 Exceptions to confidentiality

A party (**Recipient**) may reveal Confidential Information of another party (**Provider**):

- (a) if required by law or by any stock exchange to disclose, in which case the Recipient must immediately notify the Provider of the requirement and must take lawful steps and permit the Provider to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information;
- (b) if the Confidential Information is in or enters the public domain for reasons other than a breach of an obligation of confidentiality; or
- (c) to its professional advisers to obtain professional advice.

18.3 Survival of clause

This clause 18 will survive the termination of this agreement.

19 DISPUTE RESOLUTION**19.1 Discussion**

If any dispute arises under this agreement, the parties must at first instance in good faith endeavour to resolve it by discussion and agreement between the Representatives of each party.

19.2 Reference to executive management

The Representatives of each party may at any time request by written notice to the other party that a dispute be referred to the executive management of the parties. Within 5 Business Days of such request, each party must by written notice to the other party:

- (a) nominate a member of its executive management with authority to settle the dispute to represent it in discussions;
- (b) ensure that its nominated executive manager is reasonably available to discuss the dispute and nominate a range of times and venues when discussions can take place; and
- (c) provide a written summary of what it sees as the issues in dispute and other relevant facts or information which will assist both executive managers in discussing the dispute.

19.3 Meetings

Both nominated executive managers must make every good faith effort to meet and otherwise progress discussions aimed at resolving the dispute.

19.4 Failure to resolve

If within 10 Business Days of a request to refer a dispute to executive management in accordance with clause 19.2, the nominated executive managers have not met or the dispute otherwise remains unresolved, then subject to this clause 19, either party may refer the dispute to mediation in accordance with clause 19.5.

19.5 Mediation

At any time a dispute remains unresolved, the parties agree to participate in good faith in mediation of the dispute to be administered by a mediator appointed by Australian Commercial Disputes Centre (**ACDC**) on the application of either party. Such mediation should be conducted in accordance with ACDC's dispute resolution rules and take place in Melbourne (or at such other location and/or in accordance with such rules as are mutually agreed). If the dispute remains unresolved at the completion of the mediation, the parties may proceed with their remedies available at law.

19.6 Injunction

Nothing in this agreement prevents a party seeking an injunction or other interlocutory relief at any time.

20 PRIVACY

- (a) Where Mandalay has access to and/or are responsible for holding Personal Information in order to fulfil its obligations under this agreement, it shall:
- (i) if the Customer is an "agency" within the meaning of the Information Privacy Act 2009 (Qld) (Privacy Act), comply with Parts 1 and 3 of chapter 2 of that Act in relation to the discharge of its obligations under this agreement, as if Mandalay was the Customer;
 - (ii) ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
 - (iii) not use Personal Information other than for the purposes of the agreement, unless required or authorised by law;
 - (iv) not disclose Personal Information without the written agreement of the Customer, unless required or authorised by law;
 - (v) not transfer Personal Information outside of Australia without the consent of the Customer;
 - (vi) ensure that only authorised personnel who require access in order to perform their duties have access to Personal Information
 - (vii) ensure that its personnel do not access, use or disclose Personal Information other than in the performance of their duties;
 - (viii) immediately notify the Customer if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
 - (ix) fully co-operate with the Customer to enable the Customer to respond to applications for access to, or amendments of a document containing an individual's Personal Information and to privacy complaints; and
 - (x) comply with such other privacy and security measures as the Customer reasonably advises Mandalay in writing from time to time.
- (b) Mandalay must immediately notify the Customer upon becoming aware of any breach of this clause 20.

21 FORCE MAJEURE EVENT

- (a) If a Force Majeure Event occurs, the affected party must promptly give the other party a written notice containing the:
- (i) full particulars of the Force Majeure Event including its nature and likely duration;
 - (ii) obligations of the party the performance of which is prevented or delayed (which must not include payment obligations); and
 - (iii) nature and extent of the effects of the Force Majeure Event on those obligations.

- (b) The obligations of the party affected by the Force Majeure Event (other than any obligation to pay money) are suspended, to the extent that they are affected by the Force Majeure Event, from the date the affected party gives the written notice under this clause until cessation of the Force Majeure Event.
- (c) On the cessation of the Force Majeure Event which is the subject of a written notice given under this clause the party affected by the Force Majeure Event must:
 - (i) immediately give written notice to the other party of the cessation of the Force Majeure Event; and
 - (ii) resume performance of the obligations suspended as a result of the Force Majeure Event.
- (d) The party affected by a Force Majeure Event must:
 - (i) Use all of its commercial efforts to remove the effect of that Force Majeure Event affecting its obligations under this agreement; and
 - (ii) regularly report to the other party in writing of the steps taken by it to remove the effect of that Force Majeure Event.
- (e) If Mandalay is unable to perform its obligations due to a Force Majeure Event for a period of 90 days, Customer may immediately terminate this agreement by notice in writing to Mandalay.

22 ASSIGNMENT

22.1 No assignment by Customer

Subject to clause 2.3, the Customer must not assign, subcontract or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the consent of Mandalay.

22.2 Assignment by Mandalay

Mandalay may, upon notifying the Customer, assign, novate, transfer or otherwise deal with its right, title and interest in this agreement to or in favour of any person (as the context requires). Notwithstanding the foregoing, Mandalay may assign this Agreement to a successor entity effective upon a Change of Control involving such Party without first obtaining such consent. For purposes hereof, a "**Change of Control**" means the direct or indirect acquisition of either: (a) the majority of voting stock of such Party or (b) all or substantially all the of the assets of such Party, by another entity in a single transaction or a series of transactions; or (c) the merger of such Party with another entity where such Party is not the surviving entity in such merger. Any attempted assignment in violation of this Section will be null and void.

22.3 Security

The Customer must not create or allow to come into existence a security over the Customer's interest in this agreement (other than a general security interest over the whole of the Customer's assets and undertaking) except with Mandalay's approval in writing.

23 GENERAL PROVISIONS**23.1 Entire agreement**

This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

23.2 Variation

This agreement must not be varied except by a later written document executed by all parties.

23.3 Waiver

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

23.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this agreement.

23.5 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00pm AEST on the specified day, it is taken to have been done on the following Business Day.

23.6 Governing law and jurisdiction

(a) The laws applicable in Queensland govern this agreement.

- (b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

23.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

23.8 Preservation of existing rights

The expiration or termination of this agreement does not affect any right that has accrued to a party before the expiration or termination date.

23.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

23.10 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

23.11 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

23.12 Relationship of parties

Unless otherwise stated:

- (a) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

23.13 Legal expenses and stamp duty

- (a) Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this agreement.

- (b) Customer must pay all stamp duty assessed on or in respect of this agreement and any instrument or transaction required by or necessary to give effect to this agreement.

23.14 Notices

Any notice, demand, consent, approval, request or other communication (notice) to be given under this agreement must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered; 
- (b) sent by facsimile transmission;
- (c) sent by prepaid ordinary mail within Australia; or
- (d) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Service of the sender and the recipient are in different countries.

A notice is given if:

- (e) hand delivered, on the date of delivery;
- (f) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted;
- (g) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (h) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

EXECUTED as an agreement.

EXECUTED by **MANDALAY**)
TECHNOLOGIES PTY LTD (ACN 103 637)
501) by its duly authorised Representative)
in the presence of:

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Name of Authorised Representative

EXECUTED by **THE CUSTOMER** by its)
duly authorised Representative in the)
presence of:)


.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Name of Authorised Representative

**SCHEDULE 2
LICENSED SOFTWARE**

- 1 Licensed Software Details:** See Schedule 5 – Mandalay Service Offerings
- 2 Licence Period**
- (a) **Licence Start Date:** 1 December 2016
- (b) **Licence End Date:** 30 November 2019
- 3 Site/(s):** See Schedule 6 – Customer Sites
- 4 Designated Equipment:** See Schedule 6 – Customer Sites
- 5 Subscription Fee:** See Schedule 4 – Fees
- 6 Warranty Period:** See Schedule 3 – Implementation Services
- 7 Deployment Option:** Shared,
- 8 Licensed Transaction Volume:** Total 220,000 

Site	Transactions
University Drive	110,000
Cedars Road	2,000
Qunaba	40,000
Childers	15,000
Tirroan	11,000
Meadowvale	25,000
Woodgate	4,000
South Kolan	3,000
Central Remote Site Admins (South Kolan, Avondale, Buxton, Booyal, Cordalba)	5,000
Central Admin	n.a
MRF	7,500
Qunaba - Buy Back Shop	n/a
University Drive - Buy Back Shop	n/a

**SCHEDULE 3
IMPLEMENTATION AND SET-UP SERVICES**

PART A: Implementation Services

- | | | |
|----------|---|------------------------------------|
| 1 | Warranty Period: | 1 December 2016 – 30 November 2019 |
| 2 | Fee for Implementation Services: | refer Schedule 4 – Fees |
| 3 | Software Deployment Date: | n/a |

PART B: Set-up Services (for new sites)


1 Description of Set-up Services:

Deploy site based operational system to University Drive Material Recycling Facility (MRF); Qunaba Buy Back Shop; University Drive Buy Back Shop.


Set-up Services	Mandalay Hosting
Establish central database integrated link	Included
Deploy system to site based PC's	Included
Setup data and align to business process flows	Included
Create Remote Access application view	Included
Establish backup procedure and services	Included
Define support monitoring metrics and processes	Included
Implement Training programme	Included

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**SCHEDULE 4
FEES**


- 1 The following are the fees that shall be paid by Customer for the Subscription Services: 

<u>Item</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Annual Software Licence Subscription Fee:	\$57,721		
Material Recycling Facility (MRF) – Subscription	\$3,400		
Qunaba Buy-Back Shop – Subscription Licence Fee	\$500	\$64,321	\$64,321
University Drive Buy-Back Shop – Subscription Licence Fee	\$500		
Hosted Service Fee: Central Hosted Environment (annual)			
Qunaba Buy-Back Shop – Hosting fees	\$13,540		
University Drive Buy-Back Shop - Hosting fees	\$250	\$14,040	\$14,040
Material Recycling Facility (MRF) – Central Server Hosting Fees	\$250 \$2,200		
Implementation Service Fees:			
Professional Services - Buy-back shop install, setup & Training	\$2,400		
Professional Services – Material Recycling Facility (MRF) install, setup & Training, Freight, Travel, Paper rolls)	\$10,762		
Hardware			
Material Recycling Facility (MRF) – Tablet PC, Printer, case and stand	\$3,067		
Hosting Client Access Licence Fee:			
Professional Services Set-up 5x CALs Admin Users (annual)	\$1,390	\$1,590	\$1,590
1x CAL Admin User (annual) – MRF	\$200		
TOTAL MINIMUM ANNUAL FEE	\$96,180	\$79,951	\$79,951

- 2 **Payment Terms** - The customer will pay the above charges, within 30 days of invoice, in line with the following invoicing schedule: 

SUBSCRIPTION FEES	
Charged annually at least 30 days prior to the Licence Start Date and/or Annual Anniversary of the Licence Start Date to avoid lapse of coverage. Any lapse of coverage may incur additional fees and penalties to allow reinstatement of services.	
HOSTED SERVICE FEES	
Charged annually, commencing on the Hosting Start Date and then at least 30 days prior to the next anniversary of the Hosting Start Date to avoid lapse of coverage. Any lapse of coverage may incur additional fees and penalties to allow reinstatement of services.	
IMPLEMENTATION SERVICES	
Hardware Components	100% charged on receipt of PO upon acceptance (payment must be cleared funds to Mandalay account prior to delivery being initiated)
Project Management - Projects < \$30,000	50% charged on receipt of PO upon acceptance 50% charged on completion of work
Project Management - Projects > \$30,000	50% charged on receipt of PO upon acceptance 25% charged on installation commencement 25% charged on project completion – Sign Off
Training	100% charged on receipt of PO upon acceptance
Hosting Setup Services	100% charged on receipt of PO upon acceptance
OTHER FEES	
Consulting	100% charged on receipt of PO upon acceptance (not included in Subscription as per Schedule 7)
Travel Costs and Freight	Not included in Fees. Charge will be based on actual costs incurred and invoiced thereafter.

- 3 **General Terms and Conditions:**
- (a) This pricing is exclusive of GST.
 - (b) Annual fees will be reviewed at the annual anniversary and any CPI increase will be based on the average based on the Australian Bureau of Statistics will be applied from that anniversary date.
 - (c) Where additional scope/requirements are found at project commencement, in addition to confirmed scope of this offering, additional charges may apply to cater for these additional requirements.
 - (d) Travel and accommodation and expense costs such as freight will be charged in addition to the pricing provided above based on cost plus GST.
 - (e) The above pricing does not cover any site civil works. Any site civil requirements identified during the analysis phase will be communicated to the customer project lead.
 - (f) Work is to be completed within standard business hours 8.00am-5.00pm AEST. A requirement for work completion outside these hours may incur additional charges for professional services at after hour's rates.
 - (g) Support – Mandalay assumes that the customer will have a managed process with a central point of contact and control for support issues submitted to Mandalay.

- (h) Mandalay honours the warranties as provided by its suppliers. All warranties are back to base, and forwarded at the customer's expense. Any labour undertaken by Mandalay to rectify problems associated with supplier warranties shall be billed at Mandalay's standard rates.
- (i) The customer shall be satisfied as to the correctness of the quotation (proposal) and sufficiency of the quotation for the works and that the price does not cover:
 - (i) changes in and/or additions to the scope of work;
 - (ii) travel expenses, travel time; or
 - (iii) Freight.
- (j) The project shall commence and complete in accordance with the times and activities defined and agreed with the customer at project commencement.
- (k) The customer agrees to conform to the project timeline and complete customer specific actions as outlined in the project documentation. Failure to conform to those agreed timelines could result in an administrative cost charged to the customer.
- (l) All materials, workmanship and project management undertaken by the customer (if any) shall be of the respective kinds described in the "system specification and scope" or in accordance with recognised standards. If Mandalay is of the opinion that any materials or work, whether fixed or not, are not satisfactory or detects any defects during the maintenance or support period, Mandalay may be required to remove and/or correct at the customer's own expense.
- (m) The customer is contracted to progress all payments as per payment milestones detailed above.
- (n) If the customer fails to carry out their responsibilities of works prior to deployment, as advised by Mandalay at project commencement, any delays experienced as a result will be at the customer's expense. In the event that the customer commits any breach of this agreement or intimates that they are unable or unwilling to complete the works or becomes insolvent or bankrupt, or being a company goes into liquidation, Mandalay shall have the power to cancel this agreement without prejudice to any rights that it may have there under or at Common Law, in the event of cancellation all moneys that would otherwise be payable or refundable to the customer may be retained by Mandalay by way of forfeit.
- (o) Any direction or requirement, determination or opinion given by Mandalay pursuant to these conditions shall be final and binding upon the customer.
- (p) The customer will pay invoices within 30 days  m DATE of INVOICE. Where payment is not made within 30 days of invoice clause 13.5 will apply for all overdue accounts unless other arrangements are made and agreed in writing with the Mandalay Finance Manager.

4 Definitions of Terms Used in this Schedule:

“Year 1” means the period beginning on the Licence Start Date and ending on the day prior to the first anniversary of the Licence Start Date.

“Year 2” means the period beginning on the first anniversary of the Licence Start Date and ending on the day prior to the second anniversary of the Licence Start Date.

“Year 3” means the period beginning on the second anniversary of the Licence Start Date and ending on the day prior to the third anniversary of the Licence Start Date.

5 Payment Remittance

Payments to Mandalay are to be made by EFT to the banking details provided by Mandalay from time to time for these purposes, which shall initially be:

Bank: CBA
BSB: 064 000
Account Number: 013 231 572

All payment remittance advices shall be sent to the address provided by Mandalay from time to time for these purposes, which shall initially be:

accounts@mandalaytech.com



**SCHEDULE 5
MANDALAY SERVICE OFFERINGS**

	Mandalay Hosted	University Drive	Cedars Rd	Qunaba	Childers	Tirroan	Meadow vale	Woodgate
Core Modules								
Customer Management Module	Included	Included	Included	Included	Included	Included	Included	Included
Ticketing Module	Included	Included	Included	Included	Included	Included	Included	Included
Database Replication Module	Included	Included	Included	Included	Included	Included	Included	Included
Products Module								
Product Category Management	Included	Included	Included	Included	Included	Included	Included	Included
Favourites (link to default data)	Included	Included	Included	Included	Included	Included	Included	Included
Standard Location Management	Included	Included	Included	Included	Included	Included	Included	Included
Stock Location/Inventory Management	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Intra-Site Movement Management	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Price Modules								
Price Category Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Price Season Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Weight Management Module (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Compliance (EPA) Modules								
Enhanced Categorisation to facilitate Standard Compliance Reporting	Included	Included	Included	Included	Included	Included	Included	Included
QLD EPA Module:								
QLD Standard code enforcement	Included	Included	Included	Included	Included	Included	Included	Included
Reporting Module								
Web Based Reporting Module (separate Licence)	Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Site Based Reporting via IIS	Included	Included	Included	Included	Included	Included	Included	Included
Admin User defined Custom reporting	Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included

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Interface Adapter Module								
External Accounting Interface (Finance One)	Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
ERP Interface (Name of Interface)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Database Management								
Site (Local) Database	Included	Included	Included	Included	Included	Included	Included	Included
Central Database (1:1)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Central Database (consolidated)	Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Audit Management								
Edit Ticket Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Mandalay Hosted Services								
	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)

	South Kolan	Avondale	Buxton	Booyal	Cordalba	UNI Drive Buy Back	Qunaba Buy Back	MRF
Core Modules								
Customer Management Module	Included	Included	Included	Included	Included	Included	Included	Included
Ticketing Module	Included	Included	Included	Included	Included	Included	Included	Included
Database Replication Module	Included	Included	Included	Included	Included	Included	Included	Included
Products Module								
Product Category Management	Included	Included	Included	Included	Included	Included	Included	Included
Favourites (link to default data)	Included	Included	Included	Included	Included	Included	Included	Included
Standard Location Management	Included	Included	Included	Included	Included	Included	Included	Included
Stock Location/Inventory Management	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Intra-Site Movement Management	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Price Modules								
Price Category Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Price Season Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included

Weight Management Module (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Compliance (EPA) Modules								
Enhanced Categorisation to facilitate Standard Compliance Reporting	Included	Included	Included	Included	Included	Included	Included	Included
QLD EPA Module:								
QLD Standard code enforcement	Included	Included	Included	Included	Included	Included	Included	Included
Reporting Module								
Web Based Reporting Module (separate Licence)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Site Based Reporting via IIS	Included	Included	Included	Included	Included	Included	Included	Included
Admin User defined Custom reporting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Interface Adapter Module								
External Accounting Interface (Finance One)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
ERP Interface	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Database Management								
Site (Local) Database	Included	Included	Included	Included	Included	Included	Included	Included
Central Database (1:1)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Central Database (consolidated)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Audit Management								
Edit Ticket Management (Standard)	Included	Included	Included	Included	Included	Included	Included	Included
Mandalay Hosted Services	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)	Included (see Schedule 9)

**SCHEDULE 6
CUSTOMER SITES**



The following table lists the Customer sites covered by this agreement and the Designated Equipment at each Site:

Site	Designated Equipment
Head Office 190 Bourbong Street, Bundaberg	Windows SQL Server (2005) Windows IIS (Web Based Reporting) Server Windows Terminal Server (hosts Admin for Shared access)
University Drive 46 University Drive, Bundaberg	Windows PC x 2 (Administration) Industrial console PC Tablet PC – Motion C900 (Central Admin) Mandalay Relay – Traffic lights Weighbridge – Ranger 5000 scale indicator Printer – Thermal (Kube)
Cedars Road Cedars Road, Bundaberg	Industrial Console PC Rinstrum 5400 Display TagMaster TFID Reader Dallas Tag Reader
Qunaba 180 Potters Road	Industrial console PC Printer – Thermal (Kube)
Childers Nissens Lane	Windows PC Printer – Thermal (mPOS TP220)
Tirroan Dalysford Road	Windows PC Printer – Thermal (mPOS TP220)
Meadowvale 442 Rosedale Road	Windows PC Printer – Thermal (mPOS TP220)
Woodgate Woodgate Road	Windows PC Printer – Thermal (MY3 portable)
South Kolan 446 Birthamba Road	Tablet PC – Motion C900 Printer – Thermal (MY3 portable)
Avondale 17 Pollocks Road	Windows PC Printer – Thermal (mPOS TP220)
Buxton Powell Street	Nil
Booyal Old School Road	Nil
Cordalba Cemetary Road	Nil
Material Recycling Facility (MRF) University Drive, Bundaberg	Windows Tablet PC Printer – Thermal (Kube)

**SCHEDULE 7
CONSULTING RATES**

Role	Type	Rate ex GST	Min Hours
Business Analysis	BA/Customer Requirements	\$200.00/hr	3
Technical Analysis	Development	\$200.00/hr	3
Analyst/Programmer	Development	\$300.00/hr	3
Testing	Development	\$200.00/hr	3
Project Management	All Project Management	\$200.00/hr	3
Training Services	Professional Services	\$200.00/hr	8
Onsite Technical	Scheduled Onsite Technical Resource	\$200.00/hr	8
Technical Support	Adhoc Technical Support not included in Subscription Fee	\$200.00/hr	3
Documentation	Across all area's – technical, training, or support	\$200.00/hr	3
Emergency Out of Hours Support	Technical Support	\$350.00/hr	2

Note:

- If we are required to complete work using a contract resource, we reserve the right to charge a premium. This will depend on the scope of work, project delivery requirements. We will notify Customer as part of the scoping/quoting process before any such work (cost) is incurred for approval.
- Development – this is for Customer generated change requests (CR's) that are required to be developed for customer driven requirements. The CR's will be scoped individually down to testing and release effort.
- All above rates are current as of the Licence Start Date and will be subject to Annual CPI increase as defined in this agreement.
- Time is accrued in 15 minute increments for support.
- The Min Hours above applies as the minimum hours to be charged to the Customer for each instance of the above mentioned services.

**SCHEDULE 8
SOFTWARE SUPPORT SERVICES AND SERVICE LEVELS**



1 Purpose of SLA

This SLA provides a mutual understanding of the Service Level expectations of both parties and defines the benchmark for measuring the performance of the service.

2 Guiding Principles:

- (a) Unlimited Support for defined activities;
- (b) Registered Users logging issues;
- (c) Standard I.T. environment and access;
- (d) Continuous improvement;
- (e) Continuous satisfaction;
- (f) Proactive maintenance and solutions; and
- (g) Limited system downtimes;

3 Scope of Support Coverage

(a) In Scope

Mandalay Technologies (Mandalay) will provide unlimited support for the following activities (except where otherwise stated):

- (i) Answering and logging Support calls.
- (ii) Provision of diagnosis to identify the issue:

The issues raised, (the software is not operating correctly), is typically only a symptom of a greater issue – which is external to the quality of the software. Under the Subscription Agreement, Mandalay agrees to diagnose and assist the identification of the true cause of that issue. Mandalay will provide up to 4 hours investigation on each issue, and provide a framework/direction to you for fault resolution. The solution for the identified issue may be complex and involve a number of areas. Subject to the resolution being an in-scope activity, resolution of the issue may be deemed to be a billable activity or external to the subscription agreement.

- (iii) If the issue is caused by a software bug, Mandalay agrees to rectify bugs within the software to the following timelines according to our development process:

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- (A) **Priority 1** - within the next development cycle (fortnightly):

This includes any issue that stops core functionality or has a major impact on non-core functionality, e.g. Cannot print a specific report.

- (B) **Priority 2** - within the next minor release (generally but not explicitly monthly):

Any issue, affecting many users within an organisation where the software does not do what it should do, but the users are still able to perform their job. (e.g. redundant data not calculating correctly, but is able to be derived from other data).

- (C) **Priority 3** - within the next major release (generally, but not explicitly bi- annually (twice a year)):

An issue affecting a limited number of users within an organisation where the software does not do what it should do, but the users are still able to perform their job. (e.g. LPR clearly reading numberplates 100% but not detecting within the system).


- (D) **Priority 4** - will be included in our future product roadmap and circulated and evaluated for future product evaluation.

Once the release is available – the deployment of that release to the customer environment will be under the terms of your Agreement (which may incur additional charges).

- (iv) System Continuity: Data is at the core of the Mandalay application and its purpose. Data integrity is central to the achievement of our value delivery to you the customer. Covered under your subscription will be activities that support core transactional data integrity. Excluded from this, however, will be issues identified as repeatable (where Mandalay has recommended solutions that have not been implemented) or human error that has caused data loss.
- (v) Mandalay will also work with your IT representatives on issues caused by the IT infrastructure interacting with the Mandalay software application in its deployed state. During this process, Mandalay will identify and recommend actions that will prevent issues. If Mandalay is requested to participate further, this activity will be classified as a billable activity.
- (vi) Email response to the logged issue formally advising you of identified cause and recommended actions.

(vii) Some Hardware items are usually sourced through Mandalay Technologies – the following are considered core to the Mandalay system:

- (A) Mandalay DCS Units;
- (B) Industrial Console PC's and/or tablet PCs (for Ticket Operator Point of Sale processing);
- (C) Moxa / Mesh Devices; and
- (D) Ticket Printers.

In respect of these core hardware items, Mandalay Technologies will facilitate repairs including warranty claims, however all diagnosis, repair costs, reconfiguring, and freight charges will be borne by the customer. 

4 Standard IT Environment and Access

- (a) Mandalay requires remote access, for initial deployment and ongoing support.
- (b) Remote access is required to:
 - (i) Central Database server for initial setup, and ongoing data analysis, diagnosis, and Service Pack upgrades.
 - (ii) Site ticketing PCs for initial setup, ongoing support, and service pack upgrades.
 - (iii) For the server, a remote desktop terminal session is required.
 - (iv) For site ticketing PCs, remote desktop is not a suitable for support purposes. A shared remote support method is required. (e.g. VNC, pcAnywhere, LogMeIn, or NetMeeting).
 - (v) Typically access is not granted to administrative PCs (other user PCs where Mandalay software may be installed). This applies to initial installation, service pack upgrades, and replacement of user PCs.
- (c) The customer will provide Mandalay with all documentation and instructions relating to remote access procedures. This will include but not limited to:
 - (i) Method of Remote Access;
 - (ii) Requirements for password / account activation;
 - (iii) VPN requirements;
 - (iv) RSA Tokens etc; and
 - (v) Any other local processes and procedures.

- (d) The customer will maintain Mandalay login accounts with sufficient permissions to enable fault diagnosis and rectification.
- (e) The customer will notify Mandalay immediately if there are any changes to the TCP/IP schema which may affect operation and / or remote access.
- (f) The customer will advise if there are password expiration periods to enable Mandalay sufficient timeframes to manage and maintain passwords.
- (g) The customer is to provide reasonable access to the systems during normal working hours to enable Diagnosis and Rectification. Where reasonable access is not provided during normal working hours, additional charges may apply for after-hours work.

Failure to provide these minimum requirements may result in additional charges. Where efforts have been undertaken to address an issue and Mandalay has to interact/operate outside of standard documented remote access criteria, additional charges may apply. Mandalay Technologies reserves the right to apply these additional charges on completion of any activity.

5 Out of Scope

To successfully operate the Mandalay Software, the Application exists within a complex operational environment which is greatly influenced by the following factors beyond the control of Mandalay Technologies. Any logged issues as a result of the following, will be considered as "Out of Scope" and any work Mandalay is required to perform in respect, or as a result, of these will be billable at the prevailing rates.

- (a) Customer IT infrastructure:
 - (i) policies / permissions / access;
 - (ii) changes to the IT environment which have not been communicated to Mandalay Technologies;
 - (iii) expired passwords;
 - (iv) LAN / WAN failures;
 - (v) security;
 - (vi) power;
 - (vii) environment;
 - (viii) anti-virus / endpoint security measures;
 - (ix) physical abuse/ misuse; and
 - (x) Acts of God / force majeure events.
- (b) Non-Core Customer Hardware such as:
 - (i) cabling infrastructure;

- (ii) lighting systems;
 - (iii) vehicle / traffic control systems;
 - (iv) communications / network devices;
 - (v) CCTV;
 - (vi) weighbridge and associated hardware;
 - (vii) boom-gates;
 - (viii) photo-electric beams / hardware;
 - (ix) traffic lights;
 - (x) intercom systems; and
 - (xi) RFID / barcode / Dallas Tag Readers.
- (c) Activities:
- (i) remote administration of users;
 - (ii) reconfiguration after replacement / failure;
 - (iii) machine swaps / relocations;
 - (iv) ad-hoc data extraction; and
 - (v) ad-hoc report generation.

As noted in above sections, issues will arise that are beyond the control of Mandalay and the Mandalay system. Mandalay will log such issues and assist with the identification of the cause and where able, recommend and/or implement a solution.

If the fault is due to circumstances beyond the control of Mandalay, any further time devoted to determining the solution will be billable.

6 Support Hours

The Mandalay Technologies Support Service will operate Monday to Friday from 8.00am to 5.00pm AEST except on Public Holidays where alternative arrangements will be publicised.

7 Emergency Contact Procedure

Calls to Technical Support outside of Standard Business Hours will be re-directed to an "On-Call" Engineer. Additional Charges may apply for out of hours support work.

8 Issue Management**(a) Authorised Users:**

- (i) Mandalay Technologies will only accept Support calls from users authorised to log Support Calls.
- (ii) Mandalay Technologies will maintain a register of Authorised Users.
- (iii) Customer to advise Mandalay of changes in authorised users.
- (iv) Authorised Users must be trained by Mandalay in the use of the software.
- (v) Authorised users need to either be in a position to manage support issues on behalf of your organisation or able to follow up with relevant people in your organisation.
- (vi) Authorised users need to either have authority to raise a Purchase order or the use of Pre-Paid Support funds for Out of Scope works.

9 Logging an Issue

Issues can be lodged with the Mandalay Technologies Support System in two ways.

10 Telephone

The Mandalay Technologies Support Team can be reached on +61 7 3010 7900 Option 5. The phones are manned from 8.00am–5.00pm AEST.

If logging a call via telephone outside of normal business hours, the call will be diverted to an on-call Engineer. Please note that additional charges may apply for calls outside of normal working hours.

11 Email

Issues can be lodged by sending an email to support@mandalaytech.com. The email should include the following information:-

- (a) Customer Name;
- (b) Contact details;
- (c) Site (where applicable);
- (d) Contact Phone Number;
- (e) Contact Email;
- (f) Brief Description of Problem (including impact of business);
- (g) Details of Hardware/Software involved; and
- (h) Issues received by email will be logged within 1 business hour of receipt.

12 Prioritisation

The Mandalay Technology Support Team will prioritise each issue after due analysis and discussion with the customer, as it is logged.

If agreement cannot be reached on the prioritization, the issue will be escalated in the first instance to the Mandalay Support Manager.

13 Response Times

All issues will be categorized and logged within the Mandalay Technologies Issues Management System (MTIMS) within one hour of receipt of the issue.

A notification email containing the Case number for the issue will be sent to the customer when the issue is logged. This notification will be sent to either the person lodging the issue, a nominated customer representative or both.

14 Resolution Times

Subject to the timelines for the resolution of software bugs as set out above, Mandalay has set the following resolution timeline targets for other issues considered to be within scope:

Severity Level	Customer Business Impact	Mandalay Technology Target Resolution
Showstopper	The Issue will stop the ability of the business to operate. An issue will be categorized as a Showstopper if the reporting business area cannot function while the issue exists.	2 – 4 Business Hours
Major	The Issue will stop the productivity of the business area that it is associated with but the customer can continue to operate using an alternative process.	1 Business Day
Medium	The Issue does not impact on the day to day operation of the business area but does impact on the efficiency or effectiveness of the area.	5 Business Days
Low	The Issue does not directly impact on the day to day operation, efficiency or effectiveness of the business area.	Best efforts or by negotiation

15 Escalation Procedure

Mandalay Technologies Support System will automatically escalate any issue in the Major category if it has not been resolved within the agreed timeframe.

16 Notification Procedures

When an Issue has been updated, Status notifications will be sent to the email address provided on lodgement of the Issue.

Multiple notification email addresses can be provided for notification.

The customer may nominate an additional general email address for notification emails for all issues to be sent to.

**SCHEDULE 9
HOSTED SERVICE**

1.1 Hosted Service means the following hosting services:

- (a) internet accessed server space; and
- (b) internet access to such server space;

for the purpose of the Customer submitting, storing, editing, accessing and retrieving Customer Data.

1.2 The following table shows which modules of the Hosted Service may be used by the Customer within the Hosted Service Licence Scope:

	Head Office	University Drive	Cedars Road	Qunaba	Childers	Tirroan	Meadowvale	Mandalay Hosting
Mandalay Hosting								
Mandalay Central Database Hosting:								
Hosting (Central)	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Site Data Replication	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Monitoring	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Backup	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Site Data Recovery:								
Infrastructure Management (to Central database only)	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Full Site Database Reinstatement (support included)	Migrated to Mandalay Hosting	Included	Included	Included	Included	Included	Included	Not Included
Mandalay Cloud Services								

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Remote Application Services:								
Administration Standard Reporting	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Administration Ticketing	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Site Ticketing	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included
Central Web Based Reporting:								
Site Reporting (1:1)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Consolidated Site Reporting	Migrated to Mandalay Hosting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Included

	Woodgate	South Kolan	Avondale	Buxton	Cordolba	Booyal	MRF	UNi Drive Buy Back	Qunaba Buy Back
Mandalay Hosting									
Mandalay Central Database Hosting:									
Hosting (Central)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Site Data Replication	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Monitoring	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Backup	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Site Data Recovery:									
Infrastructure Management (to Central database only)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Full Site Database Reinstatement (support included)	Included	Included	Included	Included	Included	Included	Included	Included	Included
Mandalay Cloud Services									
Remote Application Services:									
Administration Standard Reporting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Administration Ticketing	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Site Ticketing	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Central Web Based Reporting:									
Site Reporting (1:1)	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Consolidated Site Reporting	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included

1.3 Available Hours of Operation / Uptime Target.

The Hosted Service shall be subject to the following Available Hours of Operation and Uptime Target:

- (a) **Available Hours of Operation:** 8.00am – 5.00pm (AEST) on Business Days; and
- (b) **Uptime Target:** 95% during the Available Hours of Operation, excluding Scheduled Downtime.

1.4 Hosting Termination Notice Period: 90 days**1.5 Hosted Service Licence Scope** means the right to use the Hosted Service subject to the following limitations:

	Mandalay Hosting
Mandalay Hosting Services	
<i>Mandalay Central Database Hosting:</i>	
Hosting (Central)	No Limitations
Site Data Replication	No Limitations
Monitoring	No Limitations
Backup	No Limitations
<i>Site Data Recovery:</i>	
Infrastructure Management (to Central database only)	No Limitations
Full Site Database Reinstatement (support included)	No Limitations
Mandalay Cloud Services	
<i>Remote Application Services:</i>	
Administration Standard Reporting	No Limitations
Administration Ticketing	No Limitations
Site Ticketing	Site ticketing is limited to ticket entry, no ticket print. Used as temporary ticketing while any site ticketing failure is being repaired
<i>Central Web Based Reporting:</i>	
Site Reporting (1:1)	No Limitations
Consolidated Site Reporting	No Limitations

1.6 Hosting Period means the period:

From: the Licence Start Date;

To: the Licence End Date.

1.7 Hosted Service Fee: refer to Schedule 4 – Fees

**SCHEDULE 10
HOSTING SUPPORT SERVICES**

1. Mandalay shall provide the Hosting Support Services during the following hours / days during the Hosting Period: [8.00am – 5.00pm (AEST) on Business Days].
2. The Hosting Support Services shall be provided in accordance with the Support Services and Service Levels as stated in Schedule 8 ("**Schedule 8**") (*i.e. as per the support terms applicable to the Licensed Software*), except that:
 - (a) the following Clauses of Schedule 8 shall not apply to, nor be covered under, the Hosting Support Services:
 - (i) Clause 3(a)(iii) (*software bug rectification timeframes*);
 - (ii) Clause 3(a)(v) (*Customer's IT infrastructure*);
 - (iii) Clause 3(a)(vii) (*hardware sourced through Mandalay*); and
 - (iv) Clause 4 (*Standard IT Environment and Access*).
 - (b) the following sections of Schedule 8 shall be amended, solely in connection with the Hosting Support Services:
 - (i) The cap on the number of hours Mandalay will use to investigate an issue (as described in Clause 3(a)(ii) of Schedule 8) is revised from four (4) hours to two (2) hours.

**Item****13 December 2016**

Item Number:	File Number:	Part:
Q1	A2710344	SPORT, RECREATION, VENUES & DISASTER MANAGEMENT

Portfolio:

Community & Environment

Subject:

parkrun Bundaberg – Queens Park

Report Author:

Geordie Lascelles, Branch Manager - Parks, Sport & Natural Areas

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Community - 4.1.1 A safe, active and healthy community

Background:

parkrun Australia is a not-for-profit organisation established to benefit the running and wider community. Their mission is to provide a free, weekly, timed 5 km running/walking event to every community that wants one – thereby increasing participation in running and other sports throughout Australia. Events are run by volunteers and are open to people of all standards and ages. Participants simply register online for a 'free' barcode which they print and bring along every week to receive their recorded time.

Currently there are 188 parkruns running all over Australia (current planning indicate 200 events by Christmas) with over 250,000 participants registered and many more throughout the world. A number of neighbouring local government areas (Fraser Coast, Gladstone, South Burnett and Rockhampton) already enjoy the benefits of parkrun.

parkrun Bundaberg has been established to provide our community with those benefits being provided across Australia.

Queens Park has been identified as an appropriate site meeting all parkrun Australia's risk assessment guidelines through consultation with Council officers.

parkrun is a free event run by volunteers, however initial 'start up' costs are inevitable. A parkrun event costs \$10,000 to start up, \$5,000 is subsidised by parkrun Australia, via its national sponsors (Medibank, Stocklands and Suncorp). These costs include the equipment required to run the event each week including; laptop, stop watch, barcode scanner and barcodes.

Ordinarily applications up to \$5,000.00 could be made under Council's Community Grants program however the timing does not suit this program due the intended commencement of January 2017. It is suggested that a reduced amount of \$2,500.00 be considered which would be consistent with similar activities funded under the Community Grants Program.

- parkrun Bundaberg are requesting:
 - Annual use of Queens Park
 - every Saturday from 6:30am – 8:30am
- vehicle access limited during these times – parkrun can assist with opening of Queens park access gates
- Waiver of park hire fee
- Financial assistance towards the start-up costs

Associated Person/Organization:

David Field, Coordinator Sport and Recreation

Consultation:

Portfolio Spokesperson: Cr David Batt

Divisional Councillor: Cr Helen Blackburn

Geordie Lascelles, Manager Parks, Sport and Natural Areas

Legal Implications:

There appear to be no legal implications.

Policy Implications:

There appear to be no policy implications.

Financial and Resource Implications:

2016/2017 Budget has provisions for Healthy and Active Initiatives.

Risk Management Implications:

There appears to be no risk management implications.

Communications Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

Attachments:

- [↓1](#) parkrun Bundaberg Letter of request
- [↓2](#) parkrun Australia – site/circuit approval
- [↓3](#) parkrun Public Liability
- [↓4](#) parkrun – Risk Assessment
- [↓5](#) parkrun New Event setup
- [↓6](#) parkrun individual result notification

Recommendation:

That approval be granted to parkrun Bundaberg to hold weekly events at Queens Park on Saturdays between the hours of 6.30 am and 8.30 am.

Further, that Council provide financial assistance to parkrun Bundaberg including waiving of park hire fee and contribution to start-up costs up to \$2,500.00.



Thursday, November 3, 2016

Dear CEO and Councillors,

I am writing to introduce you to parkrun, and to seek your support for the establishment of a weekly parkrun event in Bundaberg.

To give you a brief overview of parkrun, we are a not-for-profit organisation established to benefit the running and wider community. Our mission is to provide a free, weekly, timed 5km running/walking event to every community that wants one – thereby increasing participation in running and other sports throughout Australia. Our events are run 100% by volunteers and are open to people of all standards and ages. Participants simply register online for a 'free' barcode which they print and bring along every week to receive their recorded time. Photos are taken during the event and posted to the facebook page, and once results are uploaded, the participant receives an email showing their time etc, example attached.

Currently there are 188 parkruns running all over Australia (current planning indicate 200 events by Christmas) with over 250,000 participants registered and many more throughout the world. Bundaberg needs to be part of this!

You may be aware that the Fraser Coast already enjoys the benefits of two parkrun events; at Hervey Bay and Maryborough. Both of these events had their 'start up' costs provided by The Fraser Coast Regional Council. These events currently attract a combined average of 270 runners every week. Further North, Gladstone and Rockhampton have also established parkrun events, with additional events in these areas currently in the planning stages. South Burnett is in planning stages as we speak.

I am a Bundaberg resident, who would like to launch an event in your locality. I'm the Event Director of the team that is proposing to bring parkrun to Bundaberg. I have worked hard with my parkrun Territory Director Craig Murrell to find an appropriate course that meets the requirements of parkrun Australia in terms of safety, facilities and appeal and has accordingly been approved by parkrun Australia with Queens Park ticking all the boxes.

Bundaberg parkrun are requesting the annual use of Queens Park to conduct the event every Saturday from 6.30am-8.30am commencing in January 2017. If approved we would also be requesting that the park stays closed to vehicles at this time and waiver of the annual user hire fee as parkrun is a non-profit organisation offering a free weekly event to participants.

www.parkrun.com.au

Sports House, 337 Christine Ave, Varsity Lakes, Queensland, 4227



The positive impact parkrun has on local communities is substantial. By its inclusive nature, parkrun attracts a broad variety of individuals, from young families, parents with prams, recreational runners and people with dogs, to Commonwealth Games athletes. The ages of participants range from 0 to 90+. In some cases, three generations of a single family come along to start their weekend together in an active and healthy way. Through its promotion of participation and the benefits of sport and recreation, and by providing a welcoming, inclusive

and positive environment, where all participants are encouraged and valued, parkrun is helping people improve their lives across the nation, and internationally. We also find that parkrun brings 'parkrun adventurers', these are participants that travel around trying parkruns in different towns.

While parkrun is a free event run by volunteers, initial 'start up' costs are inevitable. A parkrun event costs \$10,000 to start up, \$5,000 is subsidized by parkrun Australia, via its national sponsors (Medibank, Stocklands and Suncorp). These costs include the equipment required to run the event each week including; laptop, stop watch, barcode scanner, barcodes, volunteer vests, flags etc. parkrun Australia has its own public liability insurance which a copy is enclosed.

Accordingly, the Bundaberg event team is in need of securing the remaining \$5,000 to enable the event to occur.

We would greatly appreciate your support for bringing an event to Bundaberg, allowing parkrun to be more easily accessible to another community in Queensland, and as such request Councils consideration of the provision of this required funding shortfall.

I am more than happy to make myself available to provide any further information required. If you wish to discuss any aspect with parkrun 'officers', the Territory Director (volunteer) would also make himself available.

Thank you very much for your time, I look forward to hearing from you.

Melody Scott
Event Director
Bundaberg parkrun

www.parkrun.com.au
Sports House, 337 Christine Ave, Varsity Lakes, Queensland, 4227



7th October, 2016

Bundaberg Regional Council
190 Borough St,
BUNDABERG CENTRAL QLD 4670

To whom it may concern,

I wish to advise that parkrun Australia have reviewed and approved the Bundaberg parkrun course submitted by Melody Scott-Fletcher as per the map included below.

parkrun Australia provide a safe, free, weekly, timed 5km running / walking participation in physical activity, promoting a healthy lifestyle and improving social cohesion in local communities. Upon council approval, we look forward to launch parkrun within the Bundaberg community.

Should you wish to discuss this further, please do not hesitate to contact me on the details below.

Many thanks,
Renee

A handwritten signature in black ink, appearing to read "Renee Gimbert".

Renee Gimbert
National Operations Manager
parkrun Australia

m: 0407 060 562
e: renee.gimbert@parkrun.com
w: www.parkrun.com.au



www.parkrun.com.au
Sports House, 337 Christine Ave, Varsity Lakes, Queensland, 4227



Date of issue: 31 August 2016

Certificate of Currency

This is to certify the insurance policy detailed below is current and in force.

Insured Companies

Athletics Australia, Australian Masters Athletics Inc., i-Run and Approved Event Managers

Approved Event Manager: parkrun Australia

Insured Event: See Attached

Event Date: Every Saturday morning

Includes cover for setup and close down on the day/s prior and the day/s following the Insured Event.

Type of Policy

- A) Public & Products Liability
- B) Professional Liability

Policy Number

AU00005800LI16A

Period of Insurance

31 August 2016 to 31 August 2017 at 4:00 pm LST

Territorial Limit

Worldwide

Limit of Liability

- A) AUD \$30,000,000 any one Occurrence and in the aggregate in respect of Products per Period of Insurance
- B) AUD \$10,000,000 each occurrence and in the aggregate per Period of Insurance

Interest / Notation

The specified entity/ies below are hereby noted under this Policy for their respective rights and interests in Athletics Australia and/or Athletics Australia organised or sanctioned events:

See attached

Nothing herein contained shall serve to alter, vary or waive the provisions of the above-mentioned policy. For full details regarding coverage refer to the policy documentation or contact V-Insurance Group on 1300 945 547 or email sports@vinsurancegroup.com.

Signed on behalf of XL Insurance Company SE



Craig Elliott - Senior Underwriter

XL Catlin

Sydney
Phone: (02) 8270 1400

Melbourne
Phone: (03) 8679 5200

For more information please contact your local XL Insurance Company SE office or visit our website xlcatlin.com
ABN 36 083 570 441



Appendix 1a: parkrun Australia locations (as at 1st September, 2016):

Queensland: Main Beach, New Farm, Kirra, Coomera, Wynnum, North Lakes, Kawana, South Bank, Sandgate, Riverway, Augustine Heights, Cleveland, Varsity Lakes, Mitchelton, North Shore, Gladstone, Logan River, Gatton, Cairns, Warwick, Toowoomba, Mudgeeraba, Minnippi, Bunyaville, Rocks Riverside, Ipswich, Golden Beach, Stones Corner, Yarrabilba, Roma, Berrinba, Noosa, Wishart, Hervey Bay, Capalaba, Broadbeach Waters, Brightwater, Calamvale, Stanthorpe, Tamborine Mountain, Town of Seaside, Maryborough, Chermerside, Warner Lakes, Ashgrove, Hamilton Island, Petrie, Paradise Point, Highfields, Nambour, Surfers Paradise, Airlie Beach, Central Lakes, Sirromet, Atherton Tablelands, Pittsworth, Rockhampton, Kedron, Mackay, Meadowbrook, Weipa

Victoria: Albert Park, Balyang Sanctuary, Highlands, Berwick Springs, Westerfolds, Diamond Creek, Shepparton, Point Cook, Lillydale Lake, Frog Hollow, Mornington Peninsula, Pakenham, Maribyrnong, Inverloch, Toolern Creek, Traralgon, Warragul, Sale, Altona Beach, Castlemaine, Coburg, Jells Park, Ballarat, Bendigo, Princes Park, Wangaratta, Hamilton, Churchill, Studley Park, Wyndham Vale, Bairnsdale, Lalor, Parkville, Portland, Cobram, Chelsea Bicentennial, You Yangs

NSW: St Peters, Newy, Kingscliff, Lake Mac, Parramatta, Fingal Bay, Curl Curl, Sandon Point, Blackbutt, Merimbula, Mosman, Maitland, Lakeview, Albury Wodonga, Campbelltown, Penrith Lakes, Mt Penang, Shellharbour, Armidale, Singleton, Blue Gum Hills, Bowral, Tamworth, The Beaches, Menai, Stockton, Lawson, Cooks River, Yamba, Taree, Rhodes, The Ponds, Dubbo, Port Macquarie, Callaghan, Bega, Grafton, Cronulla, The Terrace, Panania, Batemans Bay, Lismore, Orange, Wauchope, Bathurst, Moree

WA: Claisebrook Cove, Rockingham, Canning River, Aveley, Kalgoorlie-Boulder, Bunbury, Pioneer, Manjimup, Carine Glades, Mt Clarence, Lake Joondalup, Heirisson Island, Geographe Bay, Bibra Lake, Dawesville, Cottesloe, Champion Lakes, Woodbridge Riverside, Maylands Peninsula

Tasmania: Launceston, Hobart, Devonport. **NT:** Darwin, Palmerston **ACT:** Ginninderra, Tuggeranong, Gungahlin.

SA: Torrens, Mount Gambier, Mount Barker, Victor Harbor, Murray Bridge, Lochiel, Clare Valley, Strathalbyn, Renmark, Christies Beach

Parkrun Australia event Interested Parties (as at 1st September, 2016):

ACT Government, Adelaide City Council, Albury City Council, City of Wodonga, Bankstown City Council, Bass Coast Shire Council, Batemans Bay Marina, Baw Baw Shire Council, Bega Valley Shire Council, Blacktown City Council, Blue Mountains City Council, Brisbane City Council, City of Greater Bendigo, City of Ballarat, City of Onkaparinga, Cairns Regional Council, Campbelltown City Council, Canterbury City Council, Cardinia Shire Council, Central Coast Regional Development Corporation, City of Albany, City of Bunbury, City of Busselton, City of Canada Bay Council, City of Canning, City of Casey, City of Cockburn, City of Darwin, City of Gold Coast, City of Gosnells, City of Greater Geelong Council, City of Greater Shepparton, City of Hobsons Bay, City of Joondalup, City of Kalgoorlie Boulder, City of Mandurah, City of Melton, City of Moreland, City of Mount Gambier, City of Perth, City of Rockingham, City of Stirling, City of Swan, City of Sydney, City of Victor Harbor, City of Wyndham, Clare & Gilbert Valleys Council, Clarence Valley Council, Devonport City Council, District Council of Mount Barker, East Gippsland Shire Council, Eurobodalla Shire Council, Fraser Coast Regional Council, Geelong City Council, Gladstone Regional Council, Glenelg Shire Council, Greater Taree City Council, Gungahlin Community Council, Hepburn Shire Council, Hobart City Council, Hobsons Bay City Council, Hume City Council, Ipswich City Council, Lake Macquarie City Council, Latrobe City, Launceston City Council, Lismore City Council, Lockyer Valley Regional Council, Logan City Council, Mackay Regional Council, Maitland City Council, Maranoa Regional Council, Maribyrnong City Council, Melton City Council, Merle Norman Cosmetics Pty Ltd, Moira Shire Council, Moreton Bay Regional Council, Mornington Peninsula Shire, Mosman Council, Mount Alexander Shire Council, Newcastle City Council, Nillumbik Shire Council, Noosa Council & Noosaville State School, NSW National Parks, Parks Victoria, Orange City Council, Parramatta City Council, Pittsworth Shire Council, Port Macquarie Hastings Council, Port Stephens Council, Qld Parks & Wildlife Service, Redland City Council, Rockhampton Regional Council, Shellharbour City Council, Shire of Manjimup, Shire of Yarra Ranges, Singleton Council, Sirromet, South Bank Corporation, South Grampians Shire, Southern Downs Regional Council, Sunshine Coast Council, Sutherland Shire Council, Sydney International Regatta Centre, Tableland Regional Council, T.E Morris & Associates Pty Ltd, Tamborine Mountain Sports Association, Tamworth Regional Council, The Rural City of Murray Bridge, Toowoomba Regional Council, Town of Cottesloe, Townsville City Council, Transurban Queensland, Tuggeranong Community Council, Tweed Shire Council, University of New England, Warringham Shire Council, Wellington Shire Council, Wingecarribee Shire Council, Wollongong City Council, Wyndham City Council.



Event Name	Bundaberg parkrun	RA Date (DD/MM/YYYY)	10/10/2016	Event Number	0	Melody Scott-Fletcher - ED
Bundaberg parkrun		10/10/2016	0			

Health & safety risks to runners, organisers, spectators, and other park users

This Risk Assessment template is for use only with 5km series Aus events - see http://wiki.parkrun.info/index.php/Risk_Assessment_Templates for other templates.

Weather		Likelihood	Potential impact	Mitigating or planned action
S1.1	Lightning causing danger	Low	High	Run director to postpone or cancel the run
S1.2	High wind causing possible falling branches/trees	Medium	High	Run director to postpone or cancel the run. If run proceeds, at start remind runners to be careful of trees/branches and that they run at their own risk
S1.3	Extreme heat	Low	High	Run director to postpone or cancel the run. If run proceeds, at start remind runners to protect themselves from the sun and keep hydrated.
Course obstacles		Likelihood	Potential impact	Mitigating or planned action
S2.1	Wild Life cause danger	Low	Low	Include safety advice on website. Advise at race briefing to be aware of animals on the track, proceed with caution.
S2.2	Runners' dogs cause danger.	Medium	Medium	All runners with dogs to keep their dogs on short leads at all times
S2.3	Runners, spectators, including children, and dogs on the course near the start and finish line	Medium	Medium	Include safety advice on website. Ask for children to be closely supervised, especially near the start and finish area. All dogs to be kept on leads at start and finish area.
S2.4	Debris or other items on course (eg branches)	High	Medium	Run Director to check track before event.
S2.5	Benches, tree stumps and holes in the ground around course and leading to finish.	High	Medium	Use cones for major holes and obstacles.
Other Run Risks		Likelihood	Potential impact	Mitigating or planned action
S3.1	Motor vehicles cause danger in the car park before/after the run	Low	High	Include warnings on website safety page. Children to be supervised.
Runner Risks		Likelihood	Potential impact	Mitigating or planned action
S4.1	Runner has sudden serious health problem (eg heart attack, stroke, asthma attack)	Low	High	Safety advice on website include runners should ensure they are medically fit enough for a 5k run, and to warm up. Organisers to ensure that emergency services called with clear information as soon as possible. Request for specialist help can be made to other runners.
S4.2	Runner has serious injury during run	Low	High	As above for sudden serious health problem
S4.3	Runners fall causing injuries	Medium	High	Event team to render basic first aid using the first aid kit on site, call emergency services if serious.
Additional risks specific to this event		Likelihood	Potential impact	Mitigating or planned action
A1	River & Urban Creek	Low	High	Children to be supervised at all times.
A2	Causeway	Low	High	Heavy rain leading up to event may cause flooding or causeway, Run Director to cancel run if water is flowing over the causeway Saturday morning.
A3	Outlet	Low	High	Children to be supervised at all times.
A4	Multi-lap Course	Low	Low	Participants to keep left and overtake on the right, reminder at briefing. Remind participants not to take up the whole path.
A5				
A6				

Version 1.6

New Event Template

Please fill in this New Event Template with the information required to complete the set-up of your event on the website

It is the responsibility of the Event Coordinator to make sure the information included in the document is correct, and appropriate for direct uploading to the new event's website. We will return any forms that are inappropriate / incomplete / ungrammatical / etc.

Finally please make sure the ED details are complete.

You will find a set of Guidance Notes below to help you fill in this form. Thank you.

Event Name eg. Delamere parkrun. See guidance Notes.	Bundaberg parkrun
Full Event Address Please include town/city and post/ area code	Queens Park Off Hope Street BUNDABERG QLD 4670
Region / Area	Bundaberg City
Start Time See guidance Notes.	7am
Post Event Café Name	Hit n Run Barista – Mobile Coffee Van
Course Map Please log into Google Maps using mapsandbox@parkrun.com, password W7mL4GMt?b If needed see instructions under the Guidance Notes of this document.	
Course Description See guidance Notes.	3 Lap Course in an anti-clockwise direction. Walk down the hill from the carpark and toilets and turn right onto the first path and walk along until you arrive at the first stump on your right hand side. This is the starting stump. Follow the path until it comes to a left hand bend near the river outlet, turn right here and go through the bollards and start to head up the hill, in the distance slightly to your left on the grassed area there's a 2nd stump, head for the 2 nd stump, keeping it on your left and go around it, then back down through the bollards again this time heading straight ahead along the river. Take the 2 nd entry into the middle section of the park, follow that path around to the right and exit onto main road, turn left and continue along down through the causeway, up the hill and turn left onto the next path and head back to start to complete a lap. On the third lap, just after you arrive at the starting stump, veer off to the left onto the grassed area and finish between 2 large trees.
Directions by Car See guidance Notes.	Go past the Bundaberg Hospital and turn right at the Mater hospital onto Hope St and follow onto the dirt road. If coming from South, turn left.
Directions by Public Transport See guidance Notes.	No busses this early
Directions on Foot See guidance Notes.	Go past the Bundaberg Hospital and turn right at the Mater hospital onto Hope St and follow onto the dirt road. If coming from South turn left.
Course Surface eg. Tarmac paths, trail paths, grass, sand	Mainly tarmac with a small amount of flat grassed area.
Facilities See guidance Notes.	Toilets, BBQs, Tables, Swings, Carpark.

The following table must be completed in full.

Event Director Name	Melody Scott
parkrun ID / Barcode Number	A1878003

Address For deliveries and office use only. This information will not go on the website.	14 Bakers Road SOUTH KOLAN QLD 4670
Email	thefletchas@gmail.com
Contact Phone Number(s)	0413359026

Supporter Information

Please fill in this table if you would like some brief information about the organisations and groups who supported the event setup. Please see <http://www.parkrun.org.uk/clumberpark/aboutus> for an example. See guidance Notes.

Supporter Name	URL	Brief Description/Information

Delivery details for the initial IT equipment (laptop, timer and scanners). If this table is left empty the equipment will be posted to ED address above.

Name	Melody Scott
Address	14 Bakers Road SOUTH KOLAN QLD 4670
Email	thefletchas@gmail.com
Contact Phone Number	0413359026

Guidance Notes

Event Name

Event names must be agreed with parkrun HQ, and should follow the naming conventions as set out http://wiki.parkrun.info/index.php/Event_Naming. It should be remembered that once we have started the process of creating the event website we cannot change the event's names, so it is vital that we get the name correct from the start.

Start Time

Please see if need to clarify start time rules -
http://wiki.parkrun.info/index.php/Start_Time#Start_at_9.00am_every_Saturday

Course Description

Consider including details such as:
This is a x lap, clockwise/anti-clockwise / out-and-back / point-to-point course.
Starting from xxx, head north / south / east / west.
Directions around the major turns to guide runners round the course.
Is the course flat? If undulating, details of slopes.
Are there any narrow sections or bollards to be aware of?

For example - The course starts from Ashton Road next to the car park and heads South towards Linmere for several hundred metres before turning left and left again down to the lake path. Keeping Blakemere on your right-hand side you will be treated to stunning views of the lake as you complete one full lap before re-tracing your steps back to the start via a (very short) little hill.

Directions by Car

Examples of things you might want to include are:
If using SATNAV, the nearest postcode is xxx
From town/city centre:
From major motorway:
From north/south/east/west:
Where is car parking available if not at venue?

Directions by Public Transport

Examples of things you might want to include are:
Bus: which number buses by which bus company stop near the event? Is there a website for timetables
Train: The nearest train station is xxx. Is there a website for timetables?

Directions on Foot

Examples of things you might want to include:
From train station:
From bus stop location:
From car park if not at venue:

Facilities

Examples of things you might want to include:
Toilet location, Car parking info - limited/plenty/free/pay/location, children's play area, any disabled facilities

Supporter Information

The information on this page should be concise. It can contain Name, URL, logo/image and up to 150 words.
Please supply any logo/image separately.
Any logos/images will be resized to 150px wide.
The information cannot conflict with our sponsors or central supporters.
Always get some advise from your local Ambassador if needed.

Using Google Maps

parkrun uses Google Maps to display the course route on our event webpages and so we would ask that you draw your route in this format.

Open <https://www.google.co.uk> in your web browser and click Sign in at the top right of the screen.

Log onto Google Maps using mapsandbox@parkrun.com, password W7mL4GMt?b

Click on the Apps icon next to account name and select Maps

- Select “My Maps” from the option under the search bar (top left corner).
If “My Maps” doesn’t open please try <https://www.google.com/maps/d/>
- Click the “Create Map” button (pencil icon).
- Locate where you are going to draw your course using the search bar on the map.
- Click on “Untitled Map” and type in the name for your event.
- Click on “Draw a line” icon.
- On the map draw your course by clicking point to point around your course. There is no need to draw multiple laps.
- Double click to finish drawing with the line tool.
- Give your line drawing a label – usually “Course”
- Click on “Add marker” and add the start and finish points.
- When finished close the web page to exit the map.

Angela Everist

From: Mel Dave William Lilliana <thefletchas@gmail.com>
Sent: Tuesday, 25 October 2016 10:09 PM
To: Dave Field
Subject: FW: Your result from Maryborough parkrun, Event 63 on 2016-10-15

Follow Up Flag: Follow up
Flag Status: Flagged

For the submission file as an example..

From: bulk-returns@parkrun.com [mailto:bulk-returns@parkrun.com] **On Behalf Of** parkrun
Sent: Monday, 17 October 2016 5:51 PM
To: thefletchas@gmail.com
Subject: Your result from Maryborough parkrun, Event 63 on 2016-10-15

[got a question?](#) | [Unsubscribe me](#)

-

Hello Melody

This free event is brought to you by our volunteers and our sponsors:



Maryborough parkrun results for event #63. Your time was 00:34:34.

Congratulations on completing your 7th parkrun and your 5th at Maryborough parkrun today. You finished in 32nd place and were the 16th female out of a field of 53 parkrunners and you came 4th in your age category VW40-44. [Take a look](#) at this week's full set of results on our website. Your PB at Maryborough parkrun remains 00:29:18. Congratulations on your fastest time this year.

You achieved an age-graded score of 44.84%. For an explanation of age-grading, please see the [WAVA age grading overview](#).

You have earned 85 points for this run, giving a total of 85 points in this year's Maryborough parkrun points competition.

Every parkrun event relies on volunteers and volunteering is a wonderful way to make friends, feel great and have fun. If you'd like to help, please take a look at the [Future Roster page](#) and drop our volunteer co-ordinator [an email](#) with the date(s) you'd like to volunteer on. [Visit our FAQ](#) to learn all about volunteering at parkrun.



If you enjoyed your parkrun today and want to give something back, why not purchase a limited edition parkrun T-shirt? These can be [purchased from the parkrun store](#).

volunteer opt-in You are NOT currently opted-in to the Maryborough parkrun volunteer email list, so you won't be receiving the volunteer news and appeals from this event. [Click here to opt-in](#) so you're the first to hear!

Problem with your results? If you didn't run today or if there's a problem with this result then please let us know by replying to this email.

Click [manage my profile](#) to [edit](#) your details, [unsubscribe](#) from the newsletter, get your [barcode](#), view your [results](#) and add your [parkrun Freedom](#) runs.

parkrun Freedom allows you to run any of our parkruns at a time more convenient to yourself and have your result recorded online.

Happy running!

Maryborough parkrun Team maryboroughoffice@parkrun.com

