



*City of*  
**Whittlesea**

# **MINUTES**

## **OF ORDINARY COUNCIL MEETING**

**HELD ON**

**TUESDAY 6 AUGUST 2019**

**AT 6.30PM**

**IN COUNCIL CHAMBER, 25 FERRES  
BOULEVARD, SOUTH MORANG**



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## COUNCILLORS

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LAWRIE COX	MAYOR, SOUTH WEST WARD
STEVAN KOZMEVSKI	SOUTH WEST WARD
CAZ MONTELEONE	SOUTH WEST WARD
KRIS PAVLIDIS	SOUTH WEST WARD
TOM JOSEPH	DEPUTY MAYOR, NORTH WARD
RICKY KIRKHAM	NORTH WARD
EMILIA LISA STERJOVA	NORTH WARD
SAM ALESSI	SOUTH EAST WARD
ALAHNA DESIATO	SOUTH EAST WARD
NORM KELLY	SOUTH EAST WARD
MARY LALIOS	SOUTH EAST WARD





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## SENIOR OFFICERS

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SIMON OVERLAND

CHIEF EXECUTIVE OFFICER

RUSSELL HOPKINS

DIRECTOR COMMUNITY SERVICES

NICK MANN

DIRECTOR CITY TRANSPORT & PRESENTATION

HELEN SUI

DIRECTOR CORPORATE SERVICES

LIANA THOMPSON

DIRECTOR PARTNERSHIPS, PLANNING &  
ENGAGEMENT

MICHAEL TONTA

MANAGER GOVERNANCE



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**Note:**

**In these Minutes, Resolutions adopted by Council are indicated in bold text.**



**1. OPENING**

**1.1 MEETING OPENING AND PRAYER**

The Chief Executive Officer opened the meeting with a prayer at 6:30PM.

**1.2 ACKNOWLEDGMENT OF TRADITIONAL OWNERS STATEMENT**

The Mayor, Cr Cox read the following statement:

“On behalf of the City of Whittlesea I recognised the rich Aboriginal heritage of this country and acknowledged the Wurundjeri Willum Clan as the Traditional Owners of this place.

I as a non-aboriginal or Torres Strait Islander would ask that you may consider a conversation with our Aboriginal and Torres Strait peoples to educate and understand their depth of feeling around the treatment of our first nations peoples and events that have shaped their lives.”

**1.3 MAYORAL STATEMENT OF APOLOGY**

The Mayor, Cr Cox read the following statement:

“In December 2018 I responded, as the Mayor, to some public comments made by several Councillors.

My response was to go on local ABC and publish a note to staff in my capacity as spokesperson for the City of Whittlesea.

I took full responsibility and do not shy away that they were accurate.

As a result, some Councillors complained that they had been offended.

A Code of Conduct arbiter acknowledged all the events and concluded that I was too pointed in what was said in my capacity as Mayor.

As such I was directed to make a public apology which I now do for any offence caused to those individuals.

In the past, recommendations from arbiters have been changed or overturned by Council.

I choose deliberately not to take that course and again stand up and take full responsibility for my actions and the resulting apology.

I want our Council to show leadership, integrity and credibility.

We have raised the bar in showing that we need to be individually and collectively responsible for our actions to the people we represent.”





## 1.4 PRESENT

### Members:

Cr Lawrie Cox	Mayor (South West Ward)
Cr Stevan Kozmevski	Councillor (South West Ward)
Cr Caz Monteleone	Councillor (South West Ward)
Cr Kris Pavlidis	Councillor (South West Ward)
Cr Tom Joseph	Deputy Mayor (North Ward)
Cr Ricky Kirkham	Councillor (North Ward)
Cr Emilia Lisa Sterjova	Councillor (North Ward)
Cr Sam Alessi	Councillor (South East Ward)
Cr Alahna Desiato	Councillor (South East Ward)

### Officers:

Mr Simon Overland	Chief Executive Officer
Mr Russell Hopkins	Director Community Services
Mr Nick Mann	Director City Transport & Presentation
Ms Helen Sui	Director Corporate Services
Ms Liana Thompson	Director Partnerships, Planning & Engagement
Mr Michael Tonta	Manager Governance

## 2. APOLOGIES

The Mayor, Cr Cox noted that a leave of absence has already been granted to Cr Lalios for the period 2 July to 23 August 2019 inclusive.

### APOLOGY

Cr Monteleone moved an apology for Cr Kelly for this meeting.

### COUNCIL RESOLUTION

**MOVED:** *Cr Monteleone*

**SECONDED:** *Cr Desiato*

**THAT the Councillor's apology be received.**

**CARRIED**

## 3. DECLARATIONS OF INTEREST

NIL



4. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

<b>COUNCIL RESOLUTION</b>
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**MOVED:** *Cr Joseph*

**SECONDED:** *Cr Kozmevski*

**THAT** the following Minutes of the preceding meeting as circulated, be confirmed:

Ordinary Meeting of Council held 2 July 2019

**CARRIED**



## 5. QUESTIONS, PETITIONS AND JOINT LETTERS

### 5.1 QUESTIONS TO COUNCILLORS

#### 5.1.1 COUNCIL MEETING PUBLIC QUESTION TIME

**Ross Lee:**

As a matter of Council transparency and accountability, why can't residents address Council and ask a question verbally face to face?

Can Council urgently amend meeting procedure accordingly?

**The Mayor, Cr Cox:**

"Thank you for your questions.

There is a Notice of Motion in tonight's agenda which asks Council Officers to prepare a report on the topic of verbal questions to be considered at the 1 October 2019 meeting.

Council will consider this motion (item 7.3 in the agenda) and vote on it later in the meeting.

I note that when Council conducted a review of the Procedural Matter Local Law in 2018 it considered the conduct of Public Question Time."

*The answers provided verbally by the Mayor at the meeting in response to questions asked by members of the public and that are reproduced in these minutes are preliminary answers provided on a without prejudice basis. A formal written response to each question is sent following the Council meeting which contains Council official position on the matter.*

### 5.2 PETITIONS

#### 5.2.1 PETITION – INTERRUPTION TO POWER SUPPLY, LALOR SHOPPING CENTRE

Cr Pavlidis tabled a petition from 22 traders in Lalor Shopping Centre requesting Council to reschedule the date of a planned power supply outage on 8 October 2019 to another date.

#### COUNCIL RESOLUTION

**MOVED:** *Cr Pavlidis*

**SECONDED:** *Cr Kozmevski*

**THAT** Council resolve to receive and note the petition from 22 traders in Lalor Shopping Centre requesting Council to reschedule the date of a planned power supply outage on 8 October 2019 to another date.

**CARRIED**

### 5.3 JOINT LETTERS

**NIL REPORTS**



6. OFFICERS' REPORTS

RECOMMENDATION

THAT Council resolve to adopt the Recommendations for item numbers 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.7, 6.2.2, 6.3.2, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5 and 6.5.1.

***Group Adoption of Items En Bloc***

*Councillors may choose not to consider reports on the Notice Paper individually and to resolve to adopt, in one resolution, the recommendations listed on the Notice Paper for a number of reports. Such a resolution will have the effect of adopting the Officer's recommendation for each of the reports identified in the Council resolution. The remaining items of business are considered and voted on separately.*





## 6.1 PARTNERSHIPS, PLANNING & ENGAGEMENT

### 6.1.1 M80 METROPOLITAN RING ROAD, THOMASTOWN - REMOVAL OF NATIVE AND NON-NATIVE VEGETATION, BUILDINGS AND WORKS ASSOCIATED WITH A SHARED PATH AND ROAD WORKS

**Attachments:**

- 1 Locality Map [↓](#)
- 2 Vegetation Removal Plan [↓](#)

**Responsible Officer:** Manager Building & Planning

**Author:** Principal Planner

**APPLICANT:** Major Roads Project Victoria

**COUNCIL POLICY:** 22.10 River Redgum Protection Policy

**ZONING:** Road Zone, Category 1 (RDZ1)  
Public Park and Recreation Zone (PPRZ)  
Industrial 1 Zone (IN1Z)

**OVERLAY:** Environmental Significance Overlay (ESO3)  
Land Subject to Inundation Overlay (LSIO)  
Special Building Overlay (SBO)  
Development Contributions Plan Overlay (DCPO3)  
Design and Development Overlay (DDO2)

**REFERRAL:** Melbourne Water  
AusNet Transmission Group

**OBJECTIONS:** Not applicable

#### RECOMMENDATION SUMMARY

That Council resolve to approve Planning Application No. 718277 for the removal of native and non-native vegetation, and buildings and works associated with a shared path and road works within the M80 Metropolitan Ring Road.

#### KEY FACTS AND / OR ISSUES

- The application seeks to construct works associated with the upgrade of the M80 Metropolitan Ring Road, including a shared path and roadworks within the existing road reserve.
- The application also involves the removal of three remnant river red gums, 21 Australian native trees, 66 indigenous (Victorian Native) trees and eight exotic trees to facilitate the proposed works.
- The proposed works and vegetation removal are part of a \$2.25 billion project jointly funded by the Commonwealth and Victorian governments to improve safety for drivers and local communities by adding lanes between some interchanges to reduce merging movements by traffic entering and exiting the freeway.
- The proposal demonstrates a satisfactory level of compliance with the relevant planning controls and is therefore considered appropriate for approval subject to conditions.

**REPORT****SITE AND SURROUNDING AREA**

The project area for the Sydney Road to Edgars Road section of the M80 upgrade project crosses four local government areas (Hume, Moreland, Darebin and Whittlesea) that intersect at the M80 bridge across Merri Creek. The majority of the project area, extending from Merri Creek in the west to Edgars Road in the east and including the Hume Freeway interchange, is located within the City of Whittlesea (see *Attachment 1*).

The Merri Creek forms the western boundary of the Whittlesea municipality and the eastern half of the Merri Creek M80 bridge is located in the City of Whittlesea. The project area also crosses Central Creek, which is located at the Hume Freeway / M80 interchange. The Industrial Avenue overbridge and the Blaxland Avenue bike/pedestrian bridge both cross the project area.

The Metropolitan Ring Road Trail runs along the southern side of the M80 between Merri Creek and the Blaxland Avenue bike/pedestrian bridge, where it crosses over to the northern side before continuing east towards Edgars Road. With the exception of a small section of trail south of the Hume Freeway / M80 interchange, the Metropolitan Ring Road Trail between Merri Creek and Edgars Road is contained entirely within the project area. The Galada-Tamboore Pathway is also located in the project area and runs along the northern side of the M80 west of the Blaxland Avenue bike/pedestrian bridge to the Hume Freeway interchange, and then along the eastern side of the Hume Freeway.

High voltage electricity transmission lines (220 kV or more) extend along the southern side of the M80 along this section of the project area. From Merri Creek in the west through to Wentworth Court in the east, these high voltage electricity transmission lines are located within 60m of the proposed roadworks.

**BACKGROUND**

The M80 carries up to 165,000 vehicles per day, including more than 26,000 trucks. The freeway exceeds its capacity in peak periods, causing traffic disruption and delays along the entire route. There were 13 fatal accidents and 715 casualty crashes along the M80 in the five years between 2006 and 2010. Between 2010 and 2016, a combined total of four fatal incidents and a combined median crash rate of 34 crashes per 100 million vehicle kilometres occurred along the Sydney Road to Edgars Road and Plenty Road to Greensborough Highway sections of the M80. These crashes mainly occur at freeway merge points where the number of traffic lanes increases or decreases.

The M80 upgrade is a \$2.25 billion project jointly funded by the Commonwealth and Victorian governments. The M80 upgrade project involves a suite of upgrade works packages to improve the 38km section of the M80 between the Princes Freeway (Laverton North) and the Greensborough Highway (Greensborough).

The M80 upgrade project will improve safety for drivers and local communities by adding lanes between some interchanges to reduce merging movements by traffic entering and exiting the freeway.

## PROPOSAL

### Roadworks

Proposed roadworks along the Sydney Road to Edgars Road section of the M80 upgrade consist of:

- Adding more lanes and installing electronic systems to manage traffic flow;
- Extending the Sydney Road Altona-bound exit ramp;
- Upgrading noise walls on both sides of the freeway in certain locations;
- Building a new separate Altona-bound entry ramp from Edgars Road;
- Building a new exit ramp to Edgars Road, Greensborough-bound;
- Reconstructing the Blaxland Avenue bike/pedestrian bridge over the freeway;
- New connections between Sydney Road and Edgars Road;
- Roadworks in the vicinity of the Merri Creek bridge consist of the installation of additional bridge; piles and extension of abutments to widen the bridge by 2.4 m either side, the development of retaining walls and installation of rock beaching;
- An existing culvert along Central Creek that passes under the Westbound Entry from the Hume Freeway will be extended as part of the project, and a twin pipe culvert will be installed on a tributary to Central Creek under the new Ramp H; and
- The project may require temporary detours to the Metropolitan Ring Road Trail during construction. Some sections of the Metropolitan Ring Road Trail within the City of Whittlesea, both on the southern and northern sides of the M80 will require minor realignment as part of the project to accommodate the road widening and reconstruction of the Blaxland Avenue bike / pedestrian bridge. No realignment of the Galada-Tamboore Pathway is required for the project other than minor modifications to connect into the reconstructed Blaxland Avenue bike / pedestrian bridge.

### Vegetation Removal

To provide flexibility to design and construct the proposed upgrade works, the applicant is seeking to obtain planning approval for the removal of all vegetation within the M80 road reserve within the project area (see *Attachment 2*).

Although flexibility is sought, the applicant proposes to ensure the extent of native vegetation removed for the project is minimised where possible.

The proposal includes the removal of three remnant scattered River Red Gum trees located on the southern side of the Hume Freeway interchange. Additionally, the proposal will require the removal of 21 native (Australian Native) trees, 66 indigenous (Victorian Native) trees and eight exotic trees within the Environmental Significance Overlay.

The River Red Gums proposed for removal are summarised as follows:

Tree No.	Species	Height (metres)	DBH (cm)	Health/Structure
2038	River Red Gum <i>Eucalyptus camaldulensis</i>	20m	146cm	Good / Fair
2090**	River Red Gum <i>Eucalyptus camaldulensis</i>	16m	61cm	Good / Good
2100	River Red Gum <i>Eucalyptus camaldulensis</i>	18m	85cm	Good / Good

\*\* The applicant has prepared a Construction Tree Impact Assessment which identifies that despite substantial encroachment (43%) into the Tree Protection Zone (TPZ) and Structural Root Zone (SRZ) of Tree 2090, this tree may be retained subject to adequate tree protection measures being implemented in accordance with *AS4970:2009 Protection of Trees on Development Sites*. Due to the substantial encroachment this tree is considered 'lost' and will be subject to offset requirements.

The following table is a summary of the planted vegetation proposed for removal within the Environmental Significance Overlay:

Botanical	Common Nam	Origin	Height	DBH	Health	Structure	ULE	Individual
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	13	23	Good	Good	20+ years	Highly Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	8	7	Good	Good	10-20 years	Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	10	13	Good	Good	10-20 years	Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	7	7	Good	Good	10-20 years	Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	7	7	Good	Fair	5-10 years	Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	3	10	Dead	Very Poor	0 years	None
<i>Acacia implexa</i>	Lightwood	Indigenous	5	12	Fair	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	3	10	Dead	Very Poor	0 years	None
<i>Acacia pycnantha</i>	Golden Wattle	Indigenous	3	10	Dead	Very Poor	0 years	None
<i>Bursaria spinosa</i>	Sweet Bursaria	Indigenous	5	12	Fair	Fair	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	12	Fair	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	11	Dead	Very Poor	0 years	None
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	4	8	Good	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	10	Dead	Very Poor	0 years	None
<i>Acacia pycnantha</i>	Golden Wattle	Indigenous	5	15	Dead	Very Poor	0 years	None
<i>Fraxinus oxycarpa</i>	Desert Ash	Exotic	6	5	Good	Fair	20+ years	Low
<i>Fraxinus oxycarpa</i>	Desert Ash	Exotic	8	12	Good	Fair	20+ years	Low
<i>Fraxinus oxycarpa</i>	Desert Ash	Exotic	7	8	Good	Fair	20+ years	Low
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	15	46 31	Fair	Fair	20+ years	Significant
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	7 6	Fair	Fair	20+ years	Low
<i>Eucalyptus saligna</i>	Sydney Blue Gum	Native	10	32	Fair	Fair	20+ years	Moderately Significant
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	10	23	Fair	Fair	20+ years	Moderately Significant
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	7	Fair	Good	20+ years	Low
<i>Acacia melanoxylon</i>	Blackwood	Indigenous	5	8 8	Dead	Poor	0 years	Low
<i>Fraxinus oxycarpa</i>	Desert Ash	Exotic	6	14 10 9 8 8	Good	Fair	20+ years	Low
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	9	18 17	Fair	Fair	20+ years	Moderately Significant
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	9	31	Fair	Fair	10-20 years	Moderately Significant
<i>Acacia melanoxylon</i>	Blackwood	Indigenous	5	9 8 3	Dead	Poor	0 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	8	Poor	Fair	10-20 years	Low
<i>Dodonea viscosa</i>	Wedge-leaf Hop Bush	Exotic	4	7 6	Fair	Fair	20+ years	Low
<i>Acacia melanoxylon</i>	Blackwood	Indigenous	5	12	Dead	Poor	0 years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	7	22	Fair	Poor	10-20 years	Moderately Significant
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	10	24	Good	Good	20+ years	Moderately Significant
<i>Fraxinus oxycarpa</i>	Desert Ash	Exotic	8	19 18	Good	Fair	20+ years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	7	Fair	Good	20+ years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	6	9	Poor	Fair	Less than 5 years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	13	34	Good	Fair	20+ years	Moderately Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	2	10	Dead	Poor	0 years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	8	14	Good	Good	20+ years	Moderately Significant

<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	6	14	Fair	Fair	20+ years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	5	9 8 8	Good	Fair	10-20 years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	9	24	Fair	Poor	20+ years	Moderately Significant
<i>Dodonea viscosa</i>	Wedge-leaf Hop Bush	Exotic	3	8 6 6	Fair	Fair	10-20 years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	9	18	Fair	Good	20+ years	Moderately Significant
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	7	9 8	Poor	Fair	10-20 years	Low
<i>Eucalyptus botryoides</i>	Southern Mahogany	Native	12	32	Good	Good	20+ years	Moderately Significant
<i>Dodonea viscosa</i>	Wedge-leaf Hop Bush	Exotic	6	10	Poor	Fair	5-10 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	9	Poor	Good	5-10 years	Low
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	6	12	Fair	Good	20+ years	Moderately Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	3	10 10	Dead	Poor	0 years	Low
<i>Acacia dealbata</i>	Silver Wattle	Indigenous	6	12 12	Dead	Poor	0 years	Low
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	6	8 6	Poor	Fair	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	7	Fair	Good	10-20 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	5 5	Fair	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	10	Good	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	7	15	Good	Fair	20+ years	Moderately Significant
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	5	9	Fair	Fair	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	10	Fair	Good	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	9	Good	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	10	Fair	Good	10-20 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	5	10	Fair	Fair	10-20 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	10 8	Fair	Fair	10-20 years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	9	21 19	Good	Fair	20+ years	Moderately Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	4	9	Poor	Good	Less than 5 years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	5	10	Good	Good	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	3	Good	Good	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	11	Fair	Good	10-20 years	Low
<i>Eucalyptus viminalis</i>	Manna Gum	Indigenous	10	27	Good	Good	20+ years	Moderately Significant
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	10	25	Good	Poor	20+ years	Moderately Significant
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	14	35	Good	Fair	20+ years	Moderately Significant
<i>Acacia implexa</i>	Lightwood	Indigenous	6	9	Fair	Fair	10-20 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	4	5	Good	Fair	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	3	5 5	Poor	Fair	5-10 years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	4	10	Good	Fair	20+ years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	3	5	Good	Good	20+ years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	5	14	Fair	Fair	10-20 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	11	Poor	Fair	5-10 years	Low
<i>Allocasuarina verticillata</i>	Drooping She Oak	Indigenous	3	5 4	Fair	Fair	10-20 years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	6	16	Good	Fair	20+ years	Low



<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	5	Good	Good	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	5	9 9 8	Poor	Poor	5-10 years	Low
<i>Acacia melanoxylon</i>	Blackwood	Indigenous	5	10 8	Dead	Poor	0 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	1	6	Dead	Poor	0 years	Low
<i>Acacia implexa</i>	Lightwood	Indigenous	4	4	Good	Good	10-20 years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	2	2	Good	Good	10-20 years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	4	Good	Good	20+ years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	5	9	Good	Good	20+ years	Low
<i>Eucalyptus melliodora</i>	Yellow Box	Indigenous	4	9 9	Good	Fair	20+ years	Low
<i>Eucalyptus camaldulensis</i>	River Red Gum	Indigenous	6	10 8	Fair	Fair	20+ years	Low
<i>Acacia melanoxylon</i>	Blackwood	Indigenous	5	11 9	Dead	Poor	0 years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	8	Good	Fair	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	4	6 6	Good	Fair	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	6	Good	Good	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	4	8	Good	Good	20+ years	Low
<i>Eucalyptus leucoxylon</i>	Yellow Gum	Native	3	5 5	Good	Fair	20+ years	Low

## PUBLIC NOTIFICATION

Pursuant to Clause 44.04-6 of the Whittlesea Planning Scheme, an application under the Land Subject to Inundation Overlay (LSIO) is exempt from the notice requirements of Section 52(1)(a)(b) and (d) of the *Planning and Environment Act 1987*.

Pursuant to Clause 44.05-5 of the Whittlesea Planning Scheme, an application under the Special Building Overlay (SBO) is exempt from the notice requirements of Section 52(1)(a)(b) and (d) of the *Planning and Environment Act 1987*.

No specific notice requirements are specified for permit applications under Clause 42.01 (Environmental Significance Overlay) of the Whittlesea Planning Scheme. However, it is noted that the decision guidelines at Section 4.0 of Schedule 3 to the ESO indicate that the views of the *Merri Creek Management Committee, Melbourne Water and Aboriginal Affairs Victoria Heritage Services Branch* may be sought in relation to an application.

The applicant sought the views of the Merri Creek Management Committee as part of the application. Additionally, a Cultural Heritage Management Plan (CHMP No. 11215) has been prepared in respect of the project area in the City of Whittlesea and has been approved by the Registered Aboriginal Party (Wurundjeri Tribe Land & Compensation Cultural Heritage Council). The application was referred to Melbourne Water who have no objection to the proposal subject to conditions being included on any permit that is issued.

The project does not trigger any notice provisions in Clause 66.05 (Notice of permit applications under State standard provisions) or Clause 66.06 (Notice of permit applications under local provisions).

## REFERRALS

Pursuant to Clause 66.02-4 an application to construct a building or construct or carry out works on land within 60m of a major electricity transmission line (220 Kilovolts or more) or an electricity transmission easement must be referred to AusNet Transmission Services. AusNet Transmission Services had no objection to the proposal subject to conditions being included on any permit issued.

Pursuant to Clauses 66.03 and 44.04-7 an application under the Land Subject to Inundation Overlay must be referred to Melbourne Water Corporation. Melbourne Water Corporation had no objection to the proposal subject to conditions being included on any permit issued.

Pursuant to Clauses 66.03 and 44.05-6 an application under the Special Building Overlay must be referred to Melbourne Water Corporation. Melbourne Water Corporation had no objection to the proposal subject to conditions being included on any permit issued.

### Planning Policy Framework

Clause 22.10 of the Local Planning Policy Framework (LPPF) (River Red Gum Protection Policy) seeks to 'ensure that the development of urban and rural areas takes into account the presence, retention, enhancement and long-term viability of River Red Gums in urban areas.'

The policy requires that the intrinsic value of River Red Gums be recognised in establishing character and identity and that urban development be designed to take into account the presence, retention and long-term viability of River Red Gums.

The proposal is considered to support a range of policy objectives and strategies under the Planning Policy Framework (PPF) and LPPF relating to:

- *The provision of a comprehensive, efficient and safe transport system;*
- *The efficient use of existing infrastructure;*
- *The management and minimisation of adverse effects on communities and the environment associated with transportation infrastructure development*
- *The integration and maintenance of connectivity for pedestrian and cyclists in the transportation network.*

The proposed works will facilitate more efficient and safe traffic movements along the M80 and is intended to reduce delays caused by congestion and reduce or eliminate the potential for unsafe weaving manoeuvres.

Particular consideration has been given to Clause 22.10 (River Red Gum Protection Policy) of the planning scheme. This policy applies to River Red Gum trees throughout the City of Whittlesea and seeks *to ensure that the development of existing and future urban and rural areas takes into account the presence of and plans for the retention, enhancement and long-term viability of River Red Gum trees.*

Up to nine planted River Red Gums within the ESO3 along Merri Creek are likely to require removal for the project along with three remnant River Red Gums located along the southern side of the Hume Freeway / M80 interchange. While the project involves upgrades to existing road infrastructure rather than expansion of urban development into existing rural areas, the intrinsic value of River Red Gums in the landscape is recognised by the applicant who has undertaken to include in contract specifications to limit the removal of River Red Gums (and other planted native vegetation) to the minimum extent necessary to safely and efficiently construct the works.

To achieve this, and in accordance with the recommendations of the submitted Arboricultural Assessment, a construction tree impact assessment will be completed in accordance with AS4970-2009 *Protection of Trees on Development Sites*, once the design is finalised. The construction tree impact assessment will discuss the measures and recommendations to ensure the protection of retained trees within and adjacent to the project, including developing a Tree Protection Management Plan (TPMP) in accordance with AS4970-2009 *Protection of Trees on Development Sites*. The TPMP will then be incorporated into the construction environmental management plan (CEMP).

In addition, landscaping plans to be implemented following construction of the project will incorporate local indigenous species, including River Red Gums, and will as a minimum, replace any River Red Gums removed for the project. Appropriate conditions should be included on any permit that issues.

Given the scale of the M80 upgrade project, the overall impacts of the project on biodiversity and landscape values is relatively low, and largely unavoidable given that the project involves upgrading of existing infrastructure within a relatively narrow corridor, providing minimal opportunities to avoid impacts.

## PLANNING ASSESSMENT

### Road Zone, Category 1 / Industrial 1 Zone / Public Park and Recreation Zone

The majority of the works are proposed within the Road Zone, Category 1, however small parts of the project area are located within the Public Park and Recreation Zone (along Merri Creek) and Industrial 1 Zone (near Industrial Avenue overbridge and at the end of Wentworth Court).

Pursuant to Clause 62.01 (Uses not requiring a permit) of the Whittlesea Planning Scheme, no planning permit is required for the use of land for a Road except within the Urban Floodway Zone (UFZ) and a Public Conservation and Resource Zone (PCRZ). The proposed works will not occur on any land in the UFZ or PCRZ and therefore no planning permit is required for the use of land.

Pursuant to Clause 62.02-2 (Buildings and works not requiring a permit unless specifically required by the planning scheme), no planning permit is required to undertake roadworks except within the PCRZ or if specifically required by the planning scheme. The project will not occur on any land in the PCRZ and therefore no planning permit is required for buildings and works unless specifically required by an applicable overlay.

### Clause 42.01 - Environmental Significance Overlay (ESO3)

The ESO3 applies to land within the project area along Merri Creek. Clause 42.01-2 (Permit requirement) of the ESO does not specifically require a permit for roadworks, and therefore no planning permit is required for the proposed roadworks.

Pursuant to Clause 42.01-2 (Permit requirement) of the ESO, a permit is required to remove, destroy or lop any vegetation, including dead vegetation unless specifically identified as exempt under a schedule to this overlay, the table to Clause 42.01-3 (Table of exemptions) or to the removal of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16 (Native vegetation precinct plan). No relevant exemptions apply to vegetation removal for the project under Section 3.0 of Schedule 3 to the ESO. A total of 95 trees, including 21 native (Australian Native) trees, 66 indigenous (Victorian Native) trees and eight exotic trees located within the ESO3 are proposed for removal. Accordingly, a planning permit is required to remove, destroy or lop any vegetation, including planted native and non-native vegetation within this area.

### Clause 44.04 - Land Subject to Inundation Overlay (LSIO)

The LSIO applies to land within the project area at two locations: along Merri Creek and along Central Creek within the Hume Freeway interchange. Roadworks proposed within the LSIO along Merri Creek include:

- Installation of two additional piles (one upstream and one downstream of the existing bridge) and extension of the eastern abutment to support the widening of the M80 bridge by 2.4m on either side.
- Reinstatement of wing walls and installation of rock beaching to match existing abutment.
- Installation of retaining walls, backfill and minor batters along the northern and southern side of the M80 eastern approach to the Merri Creek bridge to support the road widening.
- Temporary construction activities and removal of vegetation to facilitate these works.

Works within the LSIO associated with Central Creek and its tributary include:



- Development of retaining walls, gabion walls and batters to support widening of the M80, existing Hume Freeway access ramps and construction of new access Ramp H and Ramp J including overbridges.
- Extension of abutments and rock beaching to support widening of the M80 bridge over the Westbound Entry Ramp from the Hume Freeway.
- Extension of an existing culvert along Central Creek under the Westbound Entry Ramp from the Hume Freeway and construction of new wing walls to accommodate widening for the new Ramp H.
- Construction of twin pipe culverts along a tributary of Central Creek under the new Ramp H.
- Installation of noise barriers and safety barriers.
- Realignment of the Metropolitan Ring Road Trail along the southern side of the Hume Freeway / M80 interchange.

Pursuant to Clause 44.04-2 (Buildings and works), a planning permit is required to construct roadworks if the water flow path is redirected or obstructed, and to construct bicycle pathways and trails within the LSIO. The project will involve bridge and culvert works within the Merri Creek and Central Creek LSIOs that may interfere with the water flow path to a minor extent.

The project will involve realignment of the Metropolitan Ring Road Trail along the southern side of the Hume Freeway interchange within the Central Creek LSIO. As such, a planning permit is required for roadworks, and a bicycle pathway or trail within the LSIO. There is no requirement for a planning permit for vegetation removal within the LSIO.

#### Clause 44.05 - Special Building Overlay (SBO)

Pursuant to Clause 44.05-2 (Buildings and Works), a planning permit is required for roadworks within the SBO, if the water flow path is redirected or obstructed. Roadworks within the SBO associated with a tributary to Central Creek will generally be associated with:

- Construction of the new Ramp J bridge over the Hume Freeway eastbound off-ramp to the M80, including installation of two piles within the SBO.
- Widening of the Hume Freeway eastbound off-ramp to facilitate a new lane to Edgars Road.

The proposed roadworks (e.g. construction of new Ramp J) may interfere with the water flow path. As such, a planning permit is specifically required for roadworks within the SBO. There is no requirement for a planning permit for vegetation removal within the SBO. The proposal involves upgrading of existing established road infrastructure, which precludes the re-siting of the upgrades outside the floodplain. However, potential adverse effects on floodplain conveyance and storage capacity have been minimised through design and consultation with Melbourne Water.

#### Clause 45.06 - Development Contributions Plan Overlay (DCPO3)

The DCPO3 applies to the majority of the project area within the City of Whittlesea except land along Merri Creek and the northern part of the Hume Freeway interchange. Sub-clause 4.0 of Schedule 3 to the DCPO states that *all development with the exception of multi-unit residential, retail, industrial and business/commercial buildings* is excluded from the DCP. As such, no development contributions are required under the DCPO3.

#### Clause 43.02 - Design and Development Overlay (DDO2)

The DDO2 applies to land within the project area surrounding the Hume Freeway, north of the M80. Clause 43.02-2 (Buildings and works) of the DDO does not specifically require a permit for roadworks.

**Particular Provisions****Clause 52.17 - Native vegetation**

Clause 52.17-1 (Permit requirement) states that a permit is required to remove, destroy or lop native vegetation, including dead native vegetation, unless specifically identified as exempt under Clause 52.17-7 (Table of exemptions) or a schedule to this clause, or the native vegetation removal is in accordance with a native vegetation precinct plan listed in the schedule to Clause 52.16 (Native vegetation precinct plan).

The application will involve the removal of three remnant scattered River Red Gum trees located along the southern side of the Hume Freeway / M80 interchange. These three trees are identified as Tree 2100, 2090 and 2038.

The remaining native vegetation along this section of the M80, which will be removed for the project, comprises planted native vegetation which is exempt from permit requirements pursuant to Clause 52.17-7 of the Whittlesea Planning Scheme.

The planted native vegetation along this section of the M80 was established as landscaping following the original development of the M80 freeway. Although VicRoads used native species in landscaping as a sustainable approach recognising local biodiversity values in the area, native vegetation plantings were established for the purpose of screening the freeway and improving local aesthetics, rather than being undertaken for conservation purposes.

**DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

**CONCLUSION**

The proposed upgrade works is part of a broader \$2.25 billion project jointly funded by the Commonwealth and Victorian governments that extends 38km between the Princes Freeway (Laverton North) and the Greensborough Highway (Greensborough) to improve safety for drivers and local communities by adding lanes between some interchanges to reduce merging movements by traffic entering and exiting the freeway.

It is considered that the proposal is in accordance with the relevant provisions of the Whittlesea Planning Scheme and demonstrates a satisfactory level of compliance, including provisions relating to native vegetation removal. Accordingly, it is recommended that the application be approved subject to conditions.

<b>RECOMMENDATION</b>
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**THAT Council resolve to approve Planning Application No. 718277 for removal of native and non-native vegetation, buildings and works associated with a shared path and road works in accordance with the endorsed plans and subject to the following conditions:**

**CONDITIONS TO BE MET PRIOR TO THE COMMENCEMENT OF WORKS**

- 1. Before the development hereby permitted starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will**

then form part of this permit. The plans must be modified to show:

- a. Any modifications required by Melbourne Water's Condition Nos. 21-41.
2. Prior to the commencement of works, (including and demolition, excavations, tree removal, delivery of building / construction materials and / or temporary buildings), a Construction Management Plan must be submitted to and endorsed by the Responsible Authority. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority.

The plan must:

- a. Be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan.
- b. Address occupational health and safety, traffic management, environmental controls and cultural heritage and/or dry stone wall protection measures to the satisfaction of the Responsible Authority.
- c. Be submitted to the Responsible Authority a minimum of seven days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works.
- d. Include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while works are in progress.
- e. Address the location of parking areas for construction and sub-contractors' vehicles on and surrounding the site, to ensure that vehicles associated with construction activity cause minimum disruption to surrounding properties.
- f. Include measures to reduce the impact of noise, dust and other emissions created during the construction process.
- g. Demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale.
- h. Measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system.
- i. Include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with the building and works on the land to the satisfaction of the Responsible Authority.
- j. Address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land.
- k. Identify the location and method of any Tree Protection Zones inclusive of trees within nature strips adjacent to the site boundaries in accordance with Appendix 2 of Council's 'Street Tree Management Plan'.
- l. Ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Construction Management Plan approved by the Responsible Authority. Any changes to the Construction Management Plan must be submitted to and approved by the Responsible Authority prior to implementation unless otherwise agreed to in writing by the Responsible Authority.

3. Before works commence, a Site Environment Management Plan (SEMP), must be submitted to and approved by the responsible authority and where relevant other authorities such as Melbourne Water. When approved, the plan will be

endorsed and form part of this planning permit. The SEMP must be in accordance with Melbourne Water Condition No. 39.

The approved SEMP must be implemented to the satisfaction of the Responsible Authority.

4. Before the development hereby permitted starts (including and demolition, excavations, tree removal, delivery of building / construction materials and / or temporary buildings), a Tree Management Plan must be prepared by a suitably qualified and experienced Arborist in relation to the management and maintenance of trees to be retained and must be submitted to and approved by the Responsible Authority. The Tree Management Plan must make specific recommendations in accordance with the City of Whittlesea's local tree protection standards and detail the following to the satisfaction of the Responsible Authority ensuring that the tree remains healthy and viable during construction.

A Tree Protection Plan, to scale, is to be submitted along with the Tree Management Plan to show:

- a. All tree protection zones and structural root zones.
- b. All tree protection fenced off areas and areas where ground protection systems will be used.
- c. The type of footings within the tree protection zone.
- d. All services to be located within the tree protection zone and a notation to state that all services will either be located outside of the tree protection zone or bored under the tree protection zone.
- e. A notation to refer to the Tree Management Plan for specific detail on what actions are required within the tree protection zone.
- f. Results of exploratory trenching as directed by the Responsible Authority as a condition of this permit or if there is any encroachment (construction or excavation) into the tree protection zone (in accordance with the City of Whittlesea's local tree protection standards) of any tree to be retained. This must include photographic evidence of any trenching / excavation undertaken.
- g. Details of appropriate footings within the tree protection zone.
- h. Supervision timetable required by the project Arborist to the satisfaction of the Responsible Authority.
- i. The details of how the root zone within the tree protection zone will be managed throughout the project.
- j. All remedial pruning works that are required to be performed on the tree development of the site. The pruning comments must reference to the City of Whittlesea's local tree protection standards and a detailed photographic diagram specifying what pruning will occur.
- k. Fixed signs are to be provided on all visible sides of the Tree Preservation Fencing, stating "Tree Preservation Zone – no entry without permission from the City of Whittlesea".
- l. The area must be irrigated during the summer months with 1 litre of clean water for every 1cm of trunk girth measured at the soil / trunk interface on a weekly basis.
- m. No persons, vehicles or machinery are to enter the Vegetation Protection Zone except with the consent of the Responsible Authority.
- n. No fuel, oil dumps or chemicals are allowed to be used or stored within the Vegetation Preservation Zone and the servicing and re-fuelling of equipment and vehicles must be carried out away from the root zones.

- a.** No storage of material, equipment or temporary services wires, nails, screws or any other fixing device, is to be attached to any tree.
  - p.** The recommendations contained in the approved Tree Management Plan must be implemented to the satisfaction of the Responsible Authority.
- 5.** Before the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and / or temporary buildings), the trees marked on the endorsed plans as being retained must have a Tree Protection Zone (TPZ) defined on a plan to the satisfaction of the Responsible Authority. Unless works have already been shown on endorsed plans within the periphery, the zone for each tree shall be marked to extend to at least 1 metre from the drip line of each tree. If works are shown on the endorsed plan within the periphery, then the tree protection zone must be taken in to only the minimum amount necessary to allow the works to be completed. All tree protection fencing required by this permit must be erected in accordance with the approved TPZ.
- 6.** Before the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and / or temporary buildings, tree protection zone fencing is to be constructed to the following requirements:
  - a.** Ring lock wire mesh approximately 1.8 metres high.
  - b.** Main posts 100mm treated pine (TP).
  - c.** Intermediate posts steel star pickets (SP).
  - d.** The corner posts are to be TP with TP stays.
  - e.** Every third post is to be TP.
  - f.** SP to be placed intermediately between the TP posts at 3 metre intervals.
  - g.** The ring lock mesh to encircle the structure and be firmly secured at each post.
  - h.** Posts must be sunk into the ground by 450mm (there is to be no concrete to secure posts as this will affect p.H. levels).
- 7.** Before the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and/or temporary buildings), the tree protection fencing must be erected to the satisfaction of the Responsible Authority in accordance with the approved tree protection zone(s). The fencing must be erected to form a visual and physical barrier, be a minimum height of 1.5 metres above ground level, and include signage clearly marked “Tree Protection Zone – No Entry” on all sides.

**The area inside the tree protection zone should, where considered relevant by the consulting arborist, be modified in the following manner to enhance the growing environment of the tree and to help reduce stress or damage to the tree:**

- a. The area within the protection zone may require mulch with wood chips or compose matter to a depth of 150 millimetres.
- b. Trees may require supplementary watering, with the amount to be assessed by the consulting arborist and determined by the extent of disturbance to the trees roots and climatic conditions.
- c. Where severing of roots (greater than 50 millimetres in diameter) is required directly adjacent to the protection zone they must be cut cleanly. Where possible this is to be completed at the beginning of the development of the site. Roots are not to be left exposed, but back-filled or covered with

damp hessian.

8. The development, including layout of the site and the size, levels, design and location of buildings and works, as shown on the endorsed plans must not be altered unless with the prior written consent of the Responsible Authority.

If the design is amended, a revised construction tree impact assessment must be prepared in accordance with AS4970-2009 *Protection of Trees on Development Sites* and submitted to the Responsible Authority for approval to demonstrate that no increase in the total extent of impacts to remnant native vegetation and no increase in the total number of indigenous / native trees removed within the Environmental Significance Overlay (ESO3) will occur compared to the total extent of impacts to remnant native vegetation and the total number of indigenous / native trees removed within the ESO3 identified based on endorsed plans.

#### TREE REMOVAL CONDITIONS

9. The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any tree protection zone. Where the slope of the land suggests these materials may drain towards a tree protection zone, the storing or disposing of these materials is strictly forbidden.
10. The following actions must not be undertaken in any tree protection zone as identified on the endorsed plan, to the satisfaction of the Responsible Authority:
  - a. Storage of materials or equipment.
  - b. Attachment of materials to trees (including temporary service wires, nails, screws or any other fixing device).
  - c. Open cut trenching or excavation works (whether or not for laying of services).
  - d. Changes to the soil grade level (including filling).
  - e. Parking of vehicles or machinery.
11. In order to offset the removal of native vegetation (patch, scattered trees or re-vegetation) approved as part of this permit, the applicant must provide a native vegetation offset that is in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017) and the native vegetation gain scoring manual Version 2 (DELWP 2017).

The offset, unless otherwise agreed to in writing by the Responsible Authority, must:

- a. Contribute a gain of 0.035 General Habitat Units (GHUs);
  - b. Be located within the boundary of the Whittlesea municipality or the Port Phillip and Westernport Catchment Management Authority area; and
  - c. Have a strategic biodiversity score of at least 0.080 of the native vegetation approved for removal.
12. Before any native vegetation is removed, evidence that an offset has been secured must be provided to the satisfaction of the responsible authority. This offset must meet the offset requirements set out in this permit and be in accordance with the requirements of Permitted clearing of native vegetation – Biodiversity assessment guidelines and the Native vegetation gain scoring manual. Offset evidence can be either:

- a. A credit register extract from the Native Vegetation Credit Register (Third Party Offset); or
  - b. A security arrangement, to the required standard for the offset site or sites; including a 10-year offset management plan to the satisfaction of the Department of Environment and Primary Industries and approved by the responsible authority. Every year, for ten years, after the responsible authority has approved the offset management plan, the applicant must provide notification of the management actions undertaken towards implementing the offset management plan, to the department. An offset site condition statement, including photographs must be included in this notification (First Party Offset).
13. Prior to removal, the subject trees must be inspected by a suitably experienced Wildlife Handler to determine the presence of animals living or nesting in the tree. Should any native animals be detected, reasonable steps must be taken to capture and relocate such animals as recommended by the Wildlife Handler.

#### **CONDITIONS TO BE MET DURING CONSTRUCTION**

14. The tree protection zone fencing must not be removed or relocated at any time during construction without the prior written consent of the Responsible Authority.
15. The development hereby permitted must be managed so that the amenity of the area is not detrimentally affected, through the:
- a. Transport of materials, goods or commodities to or from the land;
  - b. Appearance of any building, works or materials;
  - c. Emissions of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
  - d. Presence of vermin.
16. Any litter generated by construction activities on the site shall be collected and stored in an appropriate enclosure, which complies with Council's Code of Practice for building / development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land.
17. All external lighting must be designed, baffled and located so as to prevent adverse effect on adjoining land, to the satisfaction of the Responsible Authority.
18. All roads / storage areas / external stockpiles must be maintained to avoid dust nuisance to any neighbouring residential land, to the satisfaction of the Responsible Authority.

#### **GENERAL CONDITIONS**

19. Unless with the prior written consent of the Responsible Authority, before the occupation of the development hereby permitted and / or within 6 months and / or 12 months of the completion of the development, the landscaping works shown on the endorsed plans must be carried out, completed and maintained to the satisfaction of the Responsible Authority.
20. Unless otherwise agreed in writing by the Responsible Authority, the landscaping areas shown on the endorsed plans must be used for landscaping

and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

#### **MELBOURNE WATER CONDITIONS**

21. Prior to the endorsement of plans, the following plans must be submitted to Council and Melbourne Water for approval. The plans must include structural drawings (including previous drawing 2104 revision D) incorporating levels for the Merri Creek Bridge that addressed the previously provided Melbourne Water hydraulic criteria/requirements as assessed in the Jacobs Hydraulic report (Title: "IS142901-001-NW-TECHMEM-0001-M80 Merri Creek Analysis Memo.pdf"; report dated 07/12/2017).
22. Prior to the commencement of works an Asset Interface Agreement be executed between Melbourne Water and Major Road Projects Victoria for the works.
23. Prior to the commencement of works a Water Sensitive Road Design Report in accordance with Best Practice Guidelines must be submitted to Council and Melbourne Water for approval and when approved must be implemented.
24. Prior to the commencement of works a fully detailed landscaping plan must be submitted to Council and Melbourne Water and Council for approval. The plan must include: all landscape treatment with specification of EVC planting, products such as mulching, erosion control matting, rock beaching, a program of weed control designed to eliminate high threat weeds from the corridor during the initial 13-week establishment phase and subsequent 2 years post establishment to ensure the asset is completed to a high standard should any handover take place to Melbourne Water.
25. Prior to the commencement of works, detailed pre-existing surveys of both topographical and flora features, will be required for all impacted / disturbed areas within the waterway zone including within 20 metres of top of bank.
26. Prior to commencement of works, a Work Method Statement must be submitted to Council and Melbourne Water for approval.
27. Prior to the commencement of any works a Site Environmental Management Plan (SEMP) must be prepared. The SEMP must be implemented to the satisfaction of Melbourne Water.
28. There must be no excavation into the existing natural waterway outside of the agreed scope of works.
29. Any proposed works must not impact upon bank stability. Any area disturbed during the works will be required to be reinstated by the proponent to the satisfaction of Melbourne Water.
30. A separate application must be made to Melbourne Water for any new or modified storm water connections to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided by the applicant demonstrating that Council considers that it is not feasible to connect to the local drainage system.
31. Any new or upgraded piped outlet connection works, especially to Melbourne Water's Campbellfield Creek Drain, will require a Hydraulic Grade Line



- assessment in order to demonstrate that the proposed drainage connection will not impact existing drain capacity.
32. Any disturbed areas must be fully reinstated to the satisfaction of Melbourne Water including all landscape treatment, revegetation consistent with local EVC and using erosion control matting, mulching and rock beaching.
  33. No polluted and/or sediment laden run-off is to be discharged directly or indirectly into the drains or watercourses.
  34. Melbourne Water must be provided with all relevant design details associated with any Shared User Path works for its review.
  35. Any proposed path trail realignment earthworks / fill must not impact on pre-existing flood flows, levels, or flood storage, and must satisfy the MW shared user path guidelines. <https://www.melbournewater.com.au/Planning-andbuilding/Applications/Documents/Shared-pathways-guidelines.pdf>.
  36. Any proposed waterway crossing or culvert works on any Melbourne Water asset must comply with Melbourne Water's standards and guidelines including 'Constructed Waterway Crossings' guidelines: <https://www.melbournewater.com.au/Planningandbuilding/Applications/Documents/Constructing-waterway-crossings-guidelines.pdf>.
  37. Any proposed 'temporary' construction works at Merri Creek must address the following Melbourne Water hydraulic performance criteria / requirements:
    - a. Prior to the commencement of works a hydrology and hydraulic assessments for any temporary works will be required to be submitted to Melbourne Water for approval. It must be demonstrated that there will be no adverse (upstream or downstream) conveyance impacts to pre-existing flood storage, flood levels, and flood velocities. A copy of all relevant project hydrology and hydraulic assessments, modelling files or calculations developed for the analysis/assessment, must be submitted to Melbourne Water including for the following:
      - i. Pre-existing flood conditions
      - ii. 'Temporary' construction works including any variation from the pre-existing flood conditions, i.e. the works method steps/staging, site access, haul roads, scaffolding, etc. (Alternatively, a flood management plan will be required).
    - b. Flood flow rates and levels, across a range of ARIs up to and including the 1 in 100 year ARI event must be assessed at the Melbourne Water underground drainage (or waterway) locations.
    - c. Projects are to have no adverse (upstream or downstream) impacts to pre-existing flood levels and extents.
  38. Melbourne Water's "Performance\_Criteria\_for\_Modifications\_to\_and\_Protection\_of\_MW\_Drainage\_Assets\_Rev1.6.docx" must be applied to the project as relevant.
  39. The new Ramp 'H' drainage culverts, as shown in Drawings '309' ('Rev. D.'; Sheet 9 of 17), are at a minimum to match the existing capacity of the Westbound Entry from 'M31' culverts capacity.

40. Regarding drawings '2106' ('Rev E') and '2104' ('Rev D'): Melbourne Water is to be consulted for any relevant Culvert or bridge structural design change or alteration proposed, demonstrating that there will be no impact to flood flows, velocities and storage.
41. The following information will be required by Melbourne Water for the completions / handover process:

**Practical completion information:**

- i. 'Draft' as constructed 'red line' mark-up drawings.
- ii. Pre and post construction CCTV, along with relevant certification from a structural engineer that the current condition of the existing and/ or new Melbourne Water assets have not been damaged by the project, are to be provided to Melbourne Water. (Post construction CCTV to be no more than 5 working days old, and as per WSAA conduit inspection code, including details of all pipe joints, manhole structures and connections);
- iii. Final reinstatement surface levels to be confirmed as no higher than pre-existing surface levels.
- iv. A joint site inspection with a supporting 'Defects and omissions' register.

**Handover information:**

- i. Construction photographs relevant to all new Melbourne Water assets for construction staging, especially structures and pipe connections;
- ii. Final as constructed drawings accepted by MW, in accordance with Melbourne Water's 'Preparation of Drawing documents' (CORP AM P006), for any new assets.
- iii. Final hydraulic modelling files and reports;
- iv. Design sign-off confirming that the project as constructed details are as per design and final hydraulic modelling and reporting;
- v. Cost breakdown for all new Melbourne Water assets, modifications to existing Melbourne Water assets and asset decommissioning / abandonment.

**AUSNET TRANSMISSION GROUP CONDITIONS**

42. No buildings, structures, roads, footpaths etc. are permitted on the easement without prior written permission from AusNet Transmission Group Pty Ltd.
43. The use of vehicles and equipment involved in construction work on the easement must not exceed 3 metres operating height without prior written permission from AusNet Transmission Group Pty Ltd.
44. Any lighting poles erected on the easement must not exceed 3 metres in height and must be designed so as to allow lanterns to be lowered to ground level for servicing. Higher poles may be permitted subject to available conductor to ground clearances at this site. Power to lighting poles must be installed underground.
45. Scaffolding is not permitted on the easement.
46. All trees and shrubs planted on the easement must not exceed 3 metres maximum mature growth height.
47. The storage of flammable materials, including that within waste bins, is not permitted on the easement.

48. Natural ground surface levels on the easement must not be altered by the stockpiling of excavated material or by landscaping without prior written approval from AusNet Transmission Group Pty Ltd.
49. All services traversing the easement must be installed underground.
50. The use of construction equipment including cranes that have the ability to extend into the easement are not permitted.
51. All future works within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.

#### **EXPIRY CONDITION**

52. In accordance with the Planning and Environment Act 1987 a permit for the development expires if:
  - a. The approved development does not start within two years of the date of this permit; or
  - b. The approved development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within six months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

#### **PERMIT NOTES**

##### **Melbourne Water Note:**

Any waterway works in the area may impact on native flora and fauna or trigger requirements. You are advised to contact the relevant Council and the Department of Environment, Land, Water and Planning (DELWP) to determine potential impacts and any legislative requirements. You may be required to obtain approvals under environmental and planning legislation, including but not limited to: the Planning and Environment Act 1987 (Vic); the Flora and Fauna Guarantee Act 1988 (Vic); the Environment Protection and Biodiversity Conservation Act 1999.

For general development enquiries contact our Customer Service Centre on 131722.

#### **COUNCIL RESOLUTION**

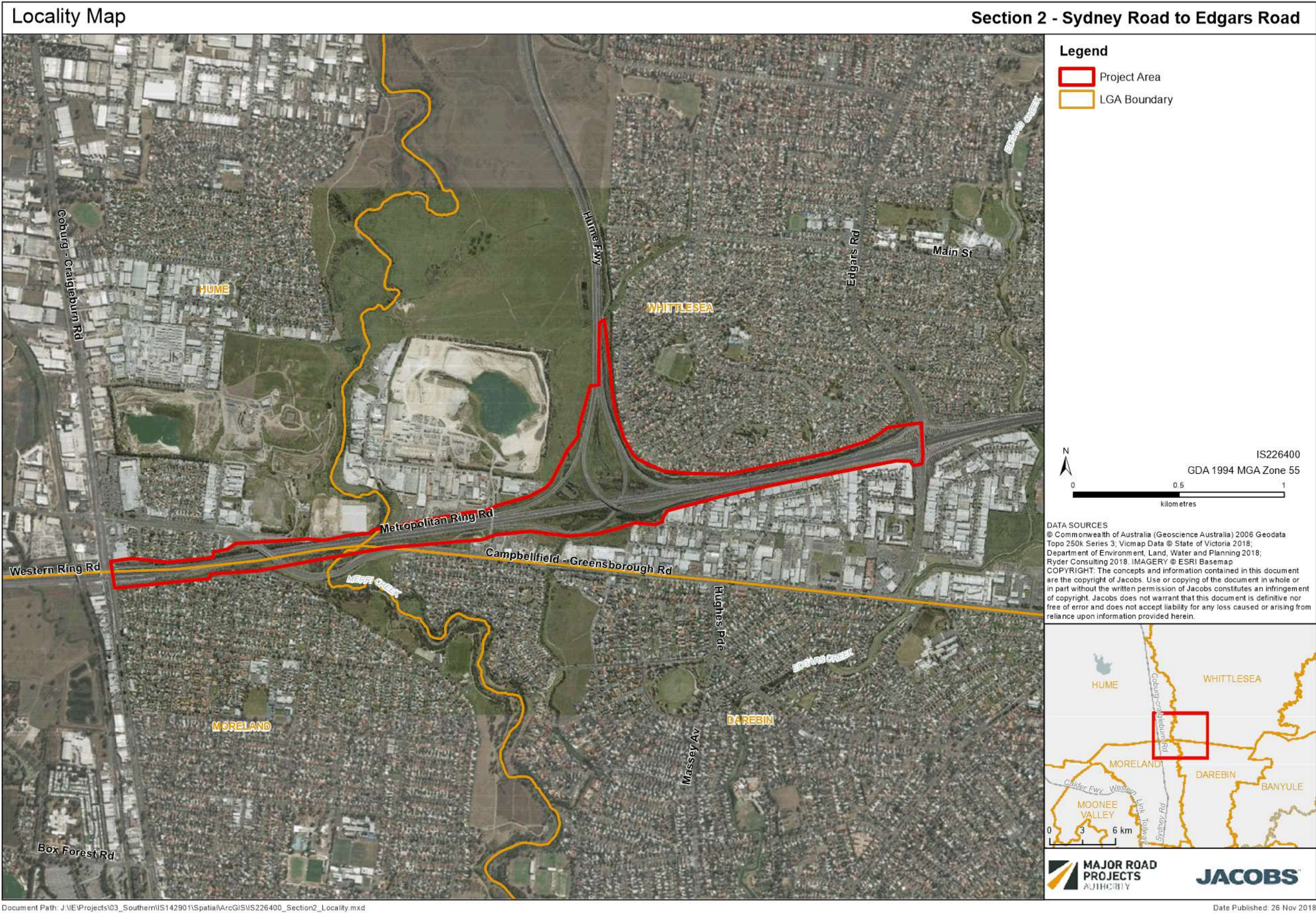
**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



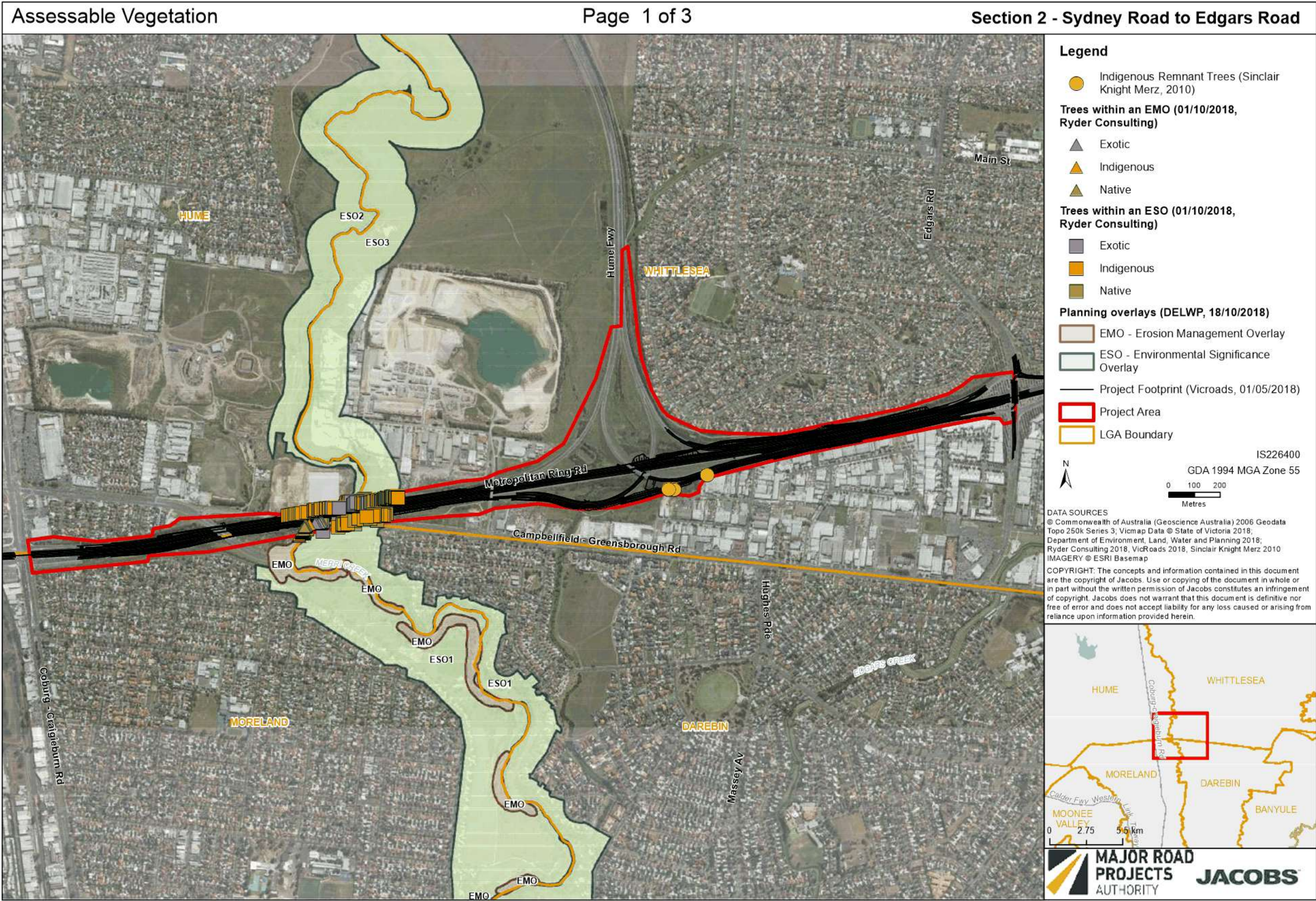








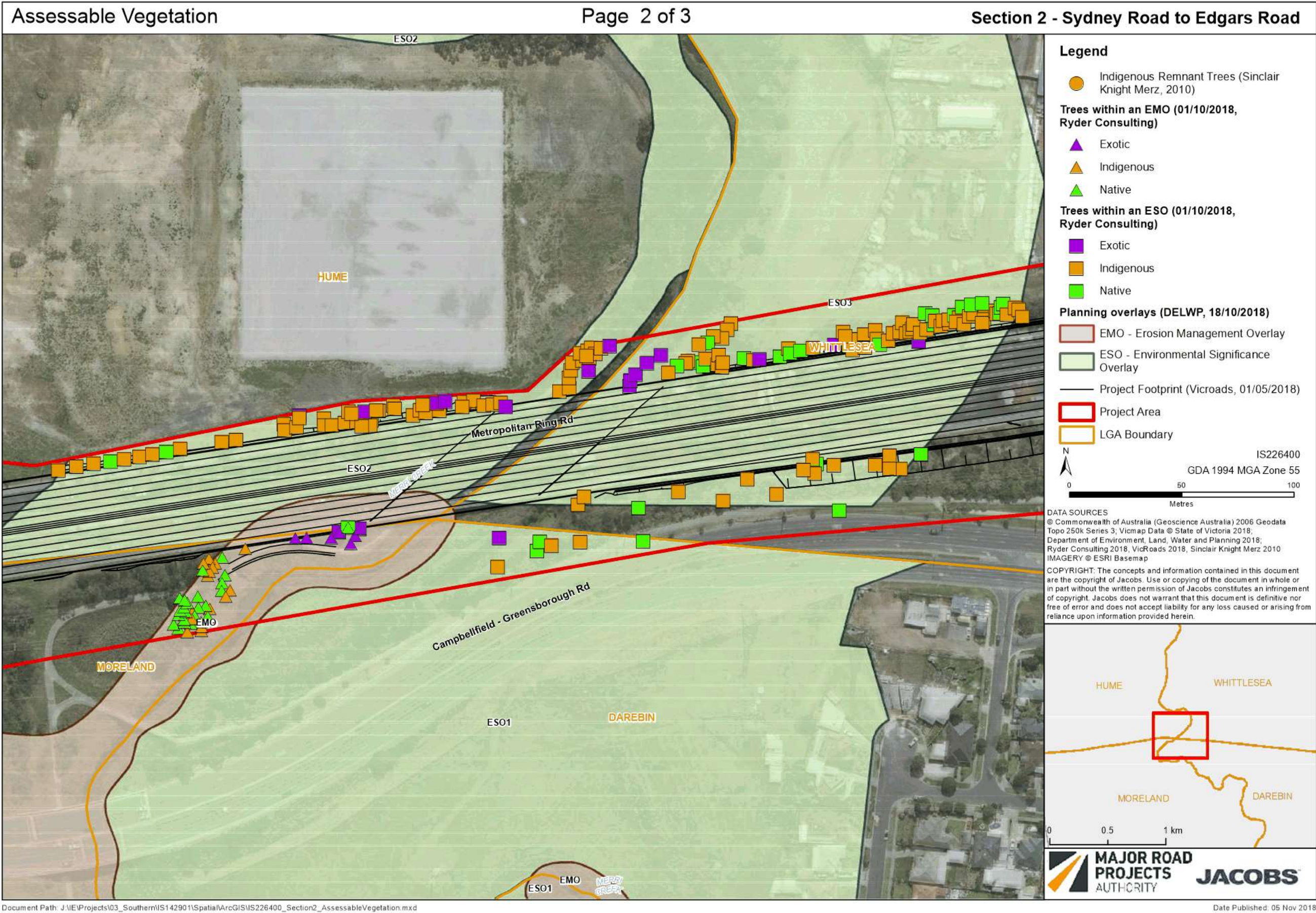




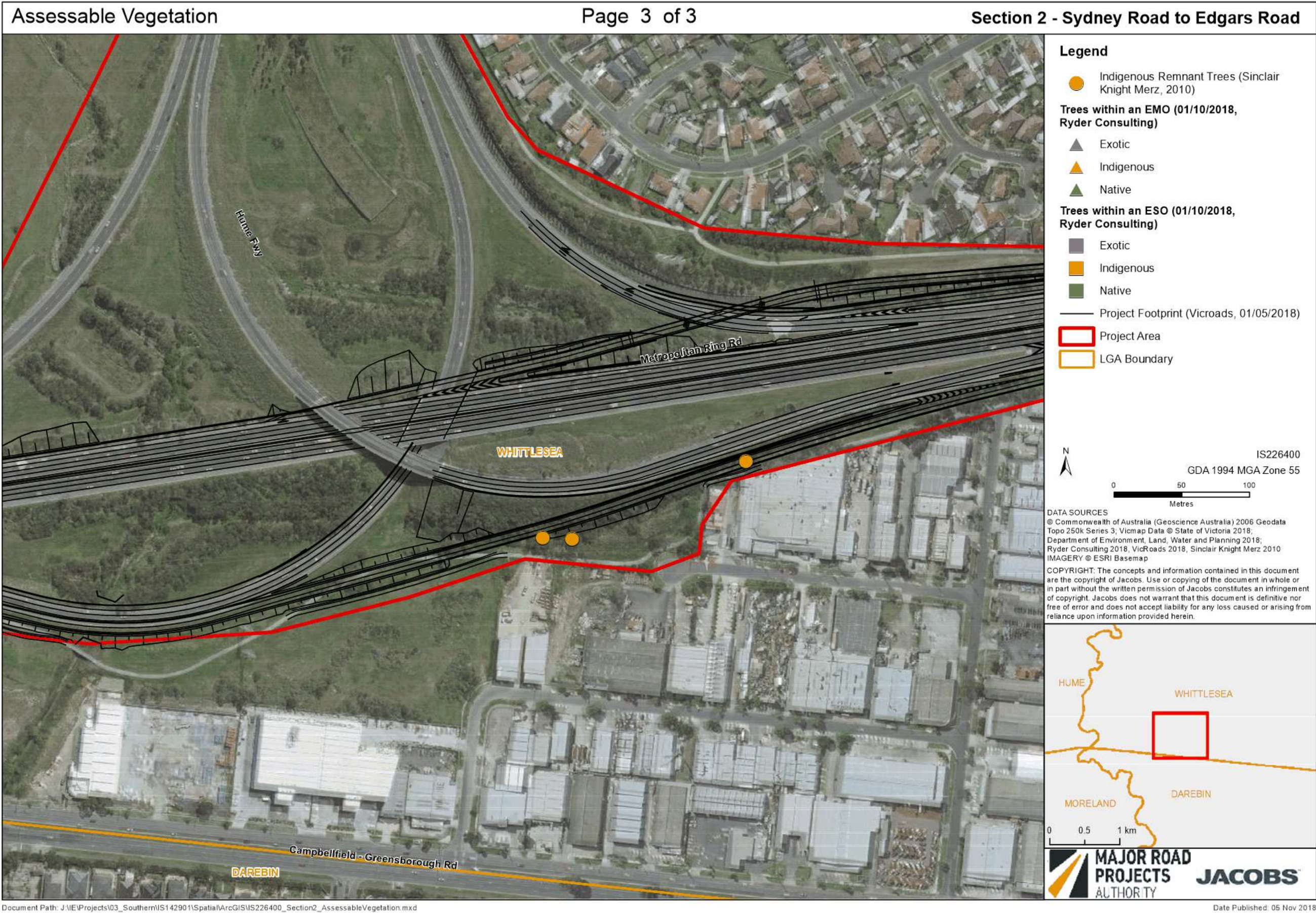
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Date Published: 05 Nov 2018

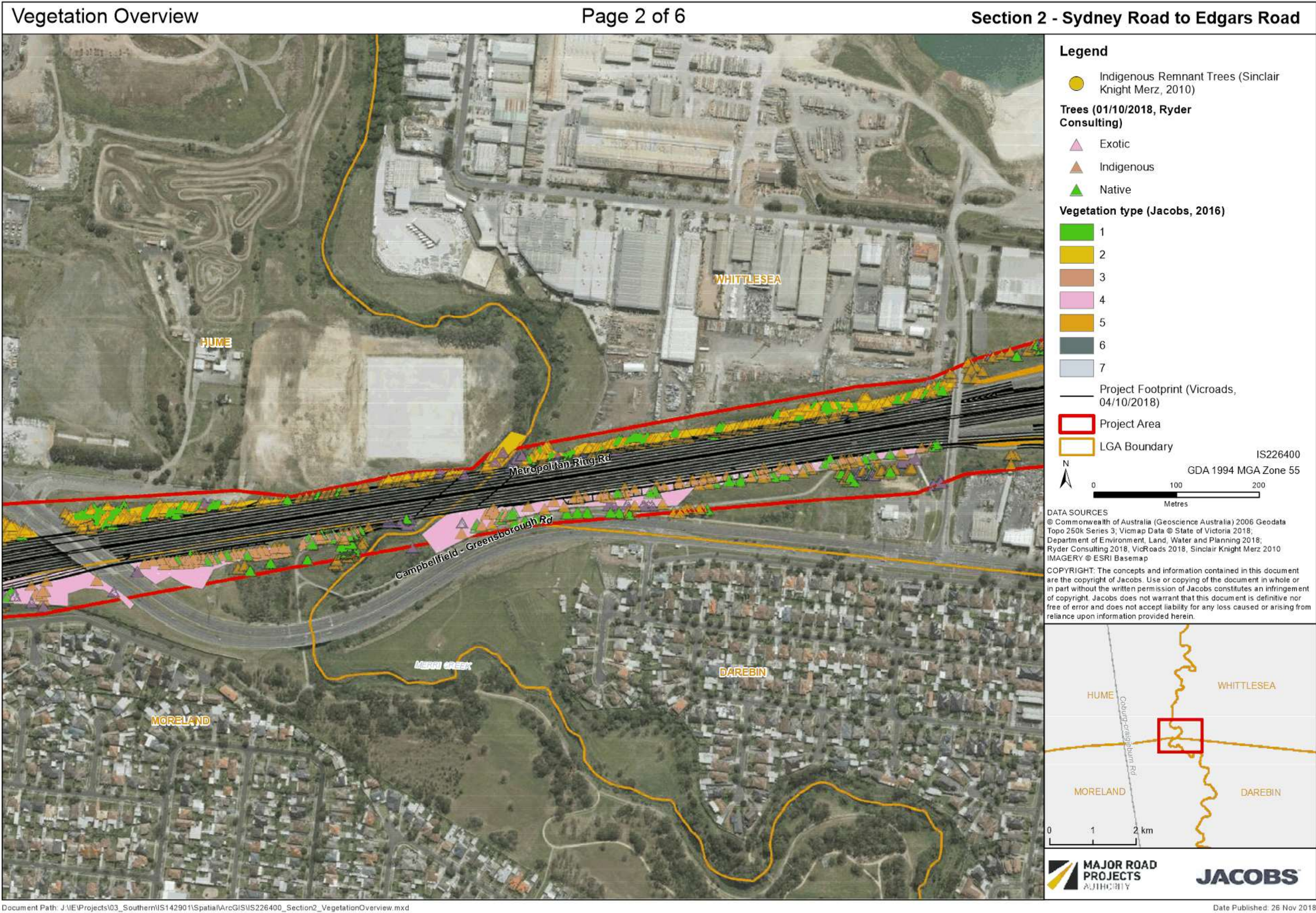




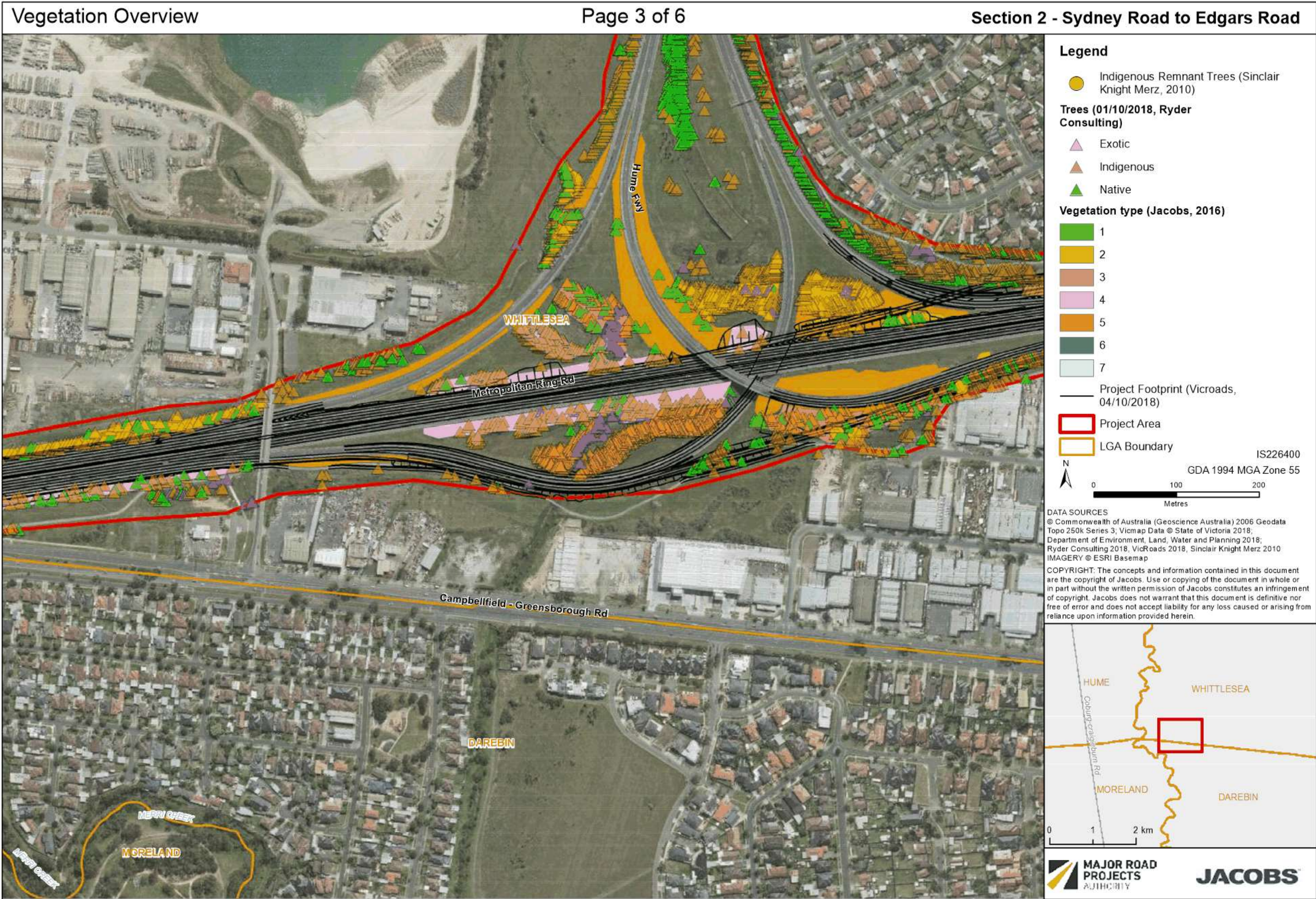




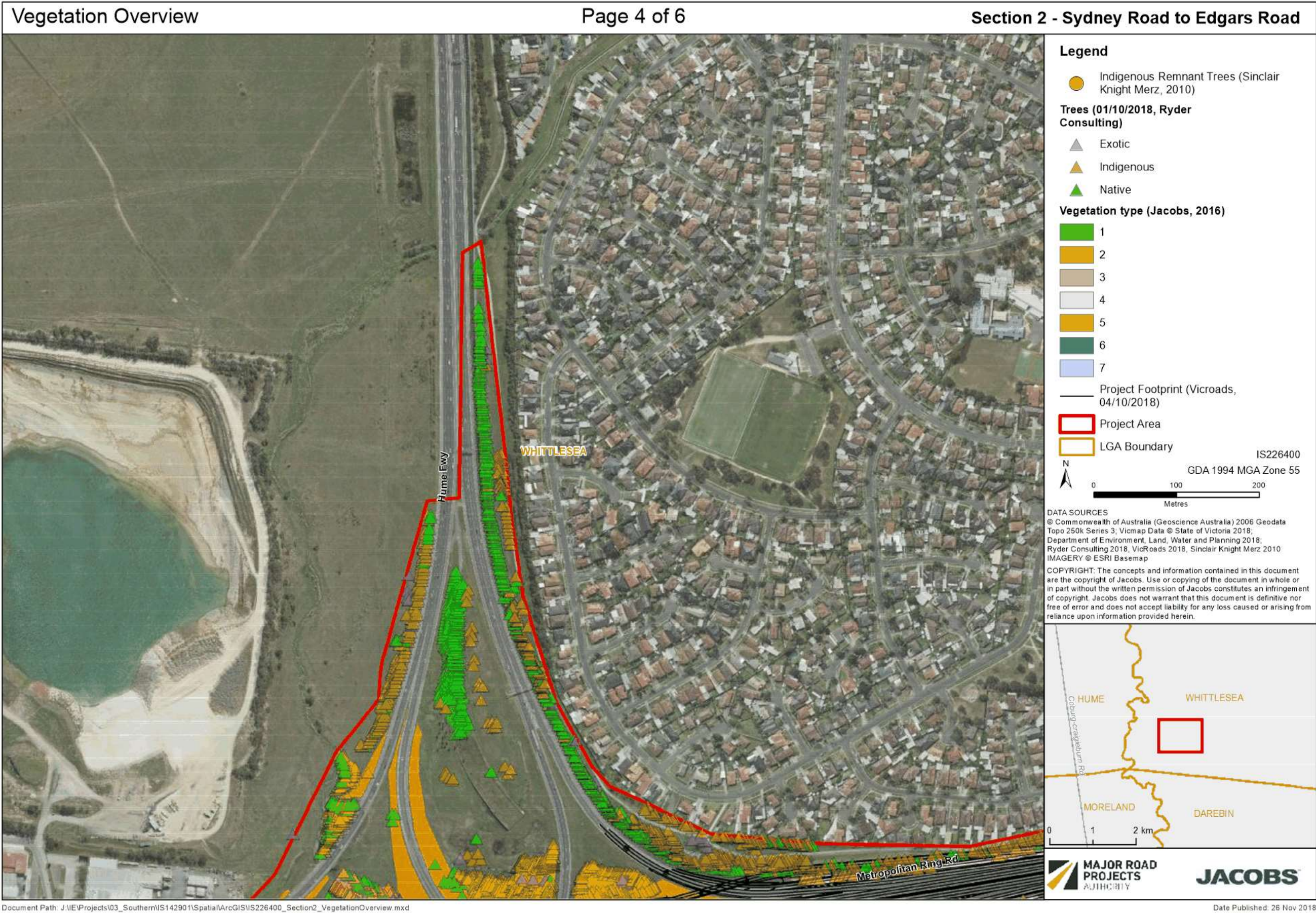




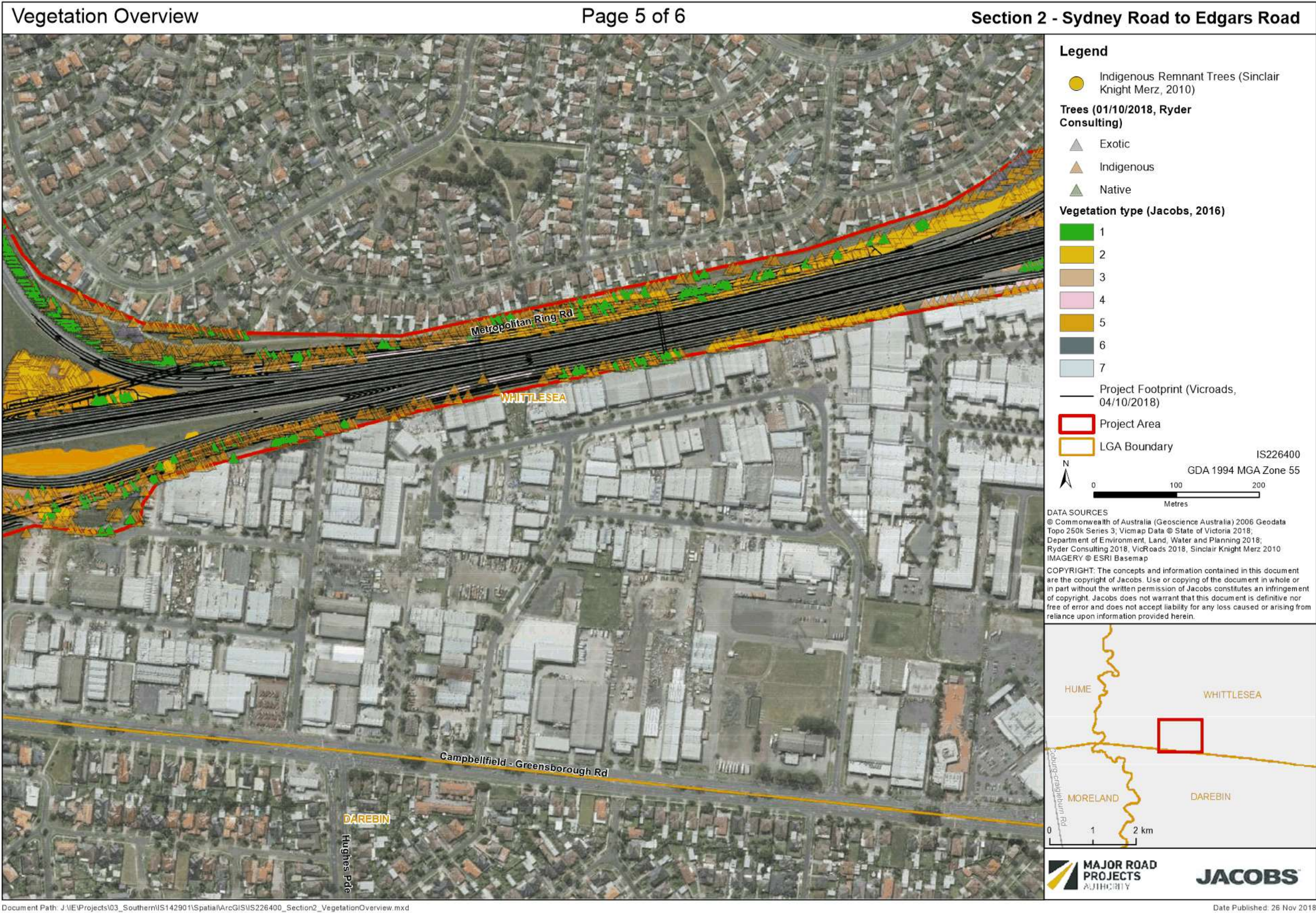




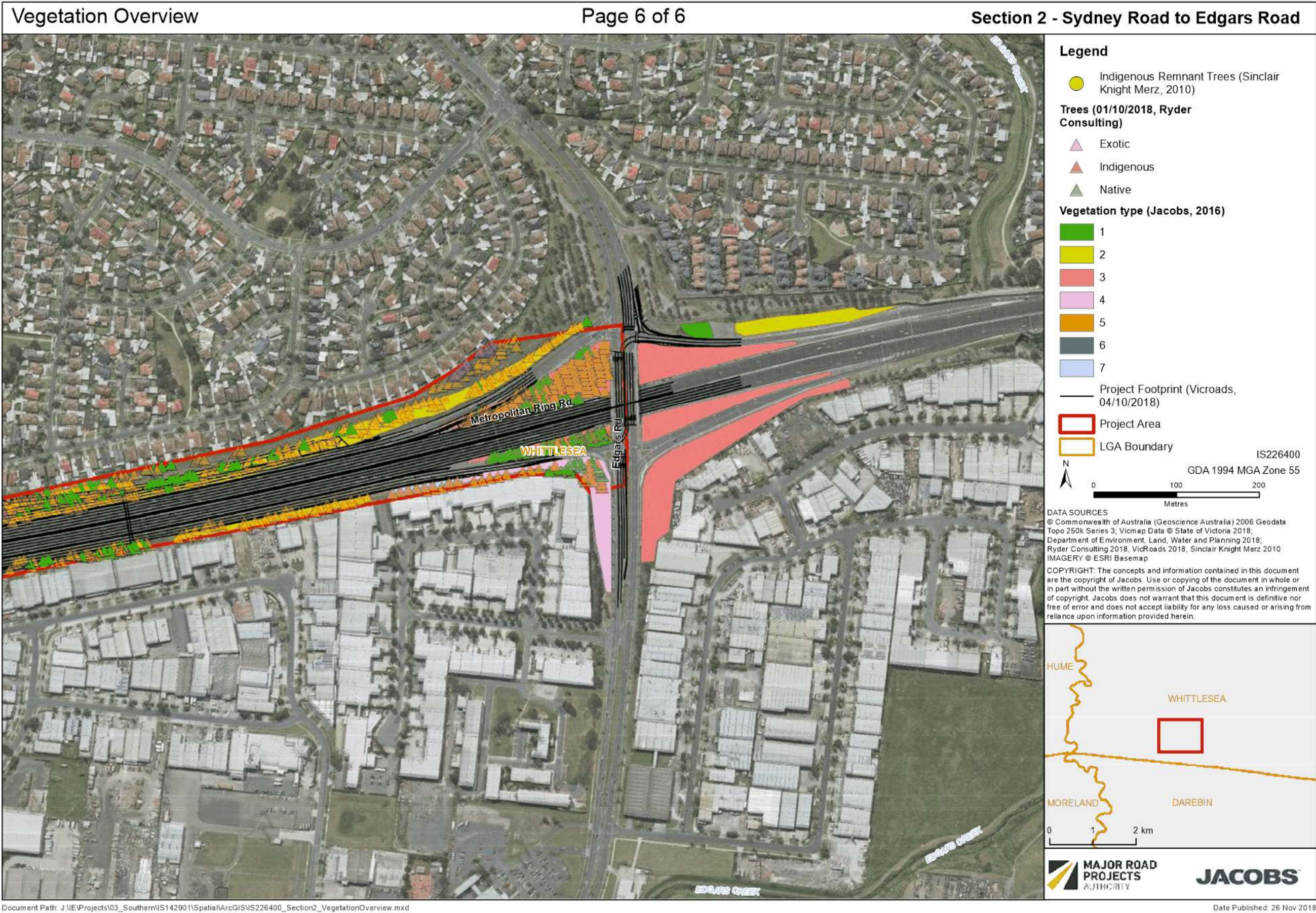




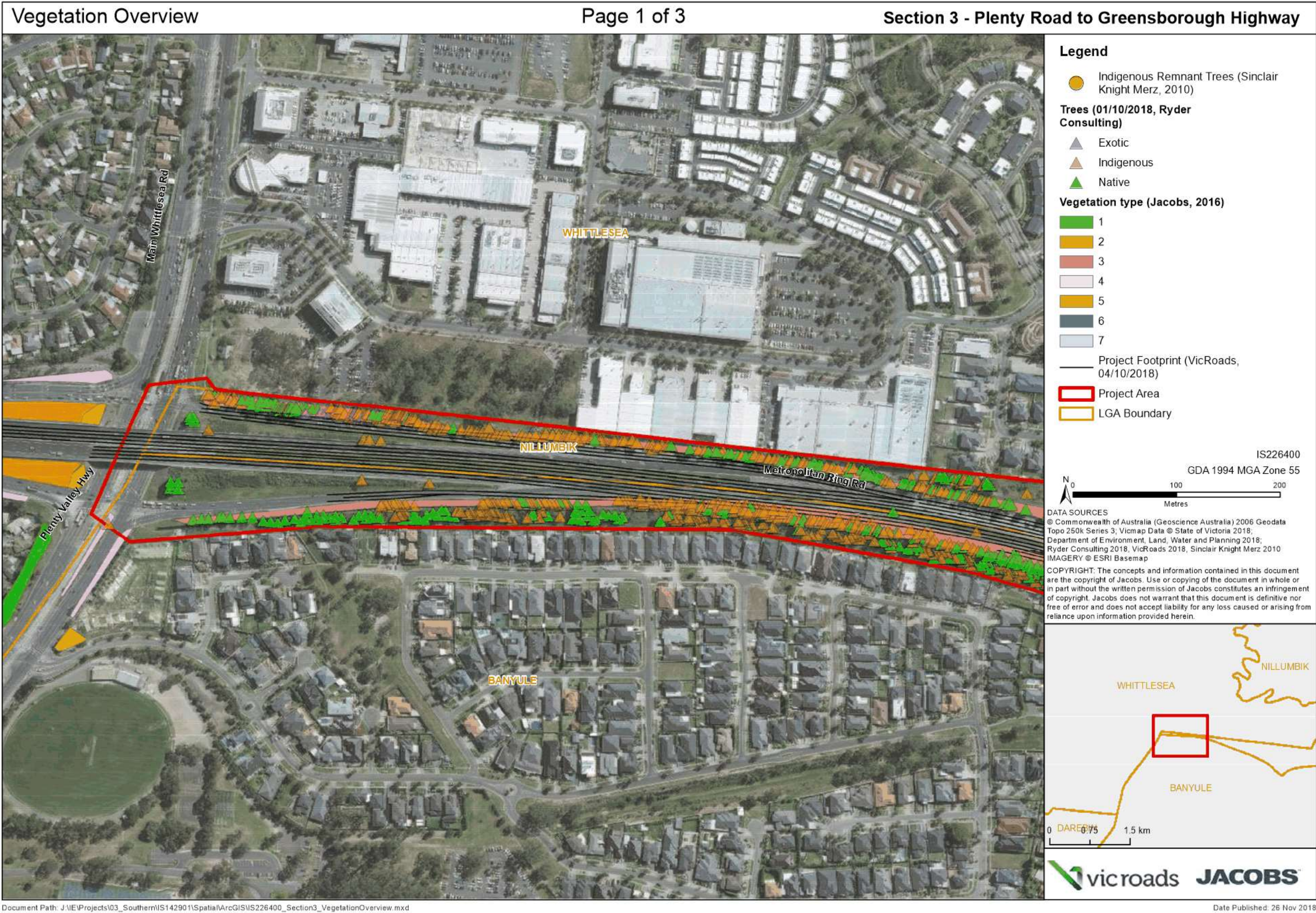


















**6.1.2 1415 PLENTY ROAD, MERNDA - USE AND DEVELOPMENT OF AN OFFICE, RESTRICTED RECREATION FACILITY, SHOP AND VETERINARY CENTRE, BUILDINGS AND WORKS, AND DEMOLITION WITHIN A HERITAGE OVERLAY, REMOVAL OF NATIVE VEGETATION AND ALTERATION OF ACCESS TO A ROAD IN A ROAD ZONE – CATEGORY 1**

**Attachments:**

- 1 Locality Maps [↓](#)
- 2 Development / Demolition Plans [↓](#)
- 3 Dead River Red Gum [↓](#)

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Principal Planner

**APPLICANT:** Mernda Holdings Pty. Ltd.

**COUNCIL POLICY:** 22.04 Heritage Conservation Policy  
22.10 River Redgum Protection Policy

**ZONING:** Comprehensive Development Zone (CDZ1)

**OVERLAY:** Development Contributions Plan Overlay (DCPO8)  
Development Plan Overlay (DPO15)  
Incorporated Plan Overlay (IPO1)  
Vegetation Protection Overlay (VPO1)  
Heritage Overlay (HO66)

**REFERRAL:** VicRoads

**OBJECTIONS:** Not applicable

**RECOMMENDATION SUMMARY**

That Council resolve to approve the Planning Application No. 717562 for the use and development of an office, restricted recreation facility, shop and veterinary centre, buildings and works and demolition within a Heritage Overlay, removal of native vegetation and alteration of access to a road in a Road Zone – Category 1.

**KEY FACTS AND / OR ISSUES**

- The application seeks to remove structures and buildings from the former Mernda Cattle Yard and Market, and construct a two-storey commercial building, to be used for a veterinary centre, offices, restricted recreation facility and shops.
- The application also seeks the removal of a dead River Red Gum.
- The application is exempt from advertising and no objections have been raised by any referral authorities.
- The proposed use and development demonstrates a satisfactory level of compliance with the relevant planning controls, including the *Mernda Town Centre South-Western Precinct Development Plan* and the *Mernda Strategy Plan*, and is therefore considered appropriate for approval subject to conditions.

**REPORT****SITE AND SURROUNDING AREA**

The subject site is located on the western side of Plenty Road, Mernda approximately 50m south of the intersection with Bridge Inn Road (see *Attachment 1*). The site is irregular in shape and has an area of 2344m<sup>2</sup>. There is no significant vegetation on the site, with the exception of one dead River Red Gum.

The site is the former Morang Cattle Yard and Market, which operated as a community market and meeting place since the late 19<sup>th</sup> Century. While much of the heritage fabric has been previously removed, some disused outbuildings, structures and foundations remain on the site. The market was originally the venue for livestock sales and other fresh produce in the Mernda/Morang area and was a hub for the rural community from the 1870's until its closure in 2012. The site is located immediately south of the heritage protected Bridge Inn Hotel and north of Ambulance Victoria (Mernda).

Large areas of former pastoral and agricultural land within the Mernda area have been designated for urban development under applicable planning controls and strategies, with many parts of the locality already experiencing significant residential growth.

The site is located approximately 500m west of the Mernda Train Station within the Mernda Town Centre. Further details regarding the Town Centre and the surrounding area are described below in the background to the Mernda Strategy Plan (2008).

**RESTRICTIONS AND EASEMENTS**

The Certificate of Title submitted as part of the application indicates that the site is not subject to any Restrictive Covenants or Section 173 Agreements. There are no easements located on the site.

**PROPOSAL**

The applicant proposes to construct a two-storey commercial building comprising two shops, a veterinary centre with two practitioners, a restricted recreation facility and office space within the north-east corner of the subject site (see *Attachment 2*). A car park comprising 42 car spaces and a loading bay will occupy the balance of the site.

The proposed building will have frontage to Plenty Road. The building is proposed to present to the street as a multi-storey glazed façade, with a high-quality appearance to the streetscape. Access for customers/patrons and staff will be via the rear car park, which will be accessed via a crossover located at the south-east corner of the site to the service road to Plenty Road which is being constructed under Planning Permit No. 716206.

Various elements of the architectural design have been informed by the former Morang Cattle Markets, including the use of long horizontal and vertical unfinished natural timber batons and corrugated iron elements within the façade to reference the former historic uses on the site. The overall height of the building will be 8.5m.

To facilitate the proposed development, the applicant will need to remove all buildings and other structures on the site. This includes those protected under Heritage Overlay, HO66. The applicant has been in discussions and negotiations with Whittlesea Agricultural Society with regard to the possibility of some of those structures being salvaged, and acquired for re-erection at the Whittlesea Showgrounds. It is noted that these negotiations are ongoing and the terms and timing are unknown at this stage. Any relocation of the structures will be subject to Whittlesea Agricultural Society sourcing funding for the works and Council approval for the works at the Showgrounds.

A heritage interpretation panel providing information about the Mernda Market and Sale Yards is proposed to be erected at the original market site. This will provide protection for these important local heritage assets, along with new opportunities for local residents to learn about, engage with and educate the growing community about its rural past.

The application also involves the removal of one dead River Red Gum from the property (see *Attachment 3*).

## **PUBLIC NOTIFICATION**

An application under any provision of this scheme which is generally in accordance with the development plan and incorporated plan is exempt from the notice requirements of Section 52(1)(a), (b) and (d) of the *Planning and Environment Act 1987*. Accordingly, this application did not require public notification.

## **PLANNING ASSESSMENT**

The following Planning Policies, Zoning and Overlay Provisions and Particular Provisions of the Whittlesea Planning Scheme (the Scheme) are considered relevant to this application.

### **Planning Policy Framework**

The following provisions of the Planning Policy Framework are relevant to this proposal:

**Clause 11.03-1S Activity Centres** seeks to encourage the concentration of major retail, residential, commercial, administrative, entertainment and cultural developments into activity centres that are highly accessible to the community.

**Clause 15.01-1S Urban Design** seeks to create urban environments that are safe, healthy, functional and enjoyable and that contribute to a sense of place and cultural identity.

**Clause 21.08-1 Urban Design** seeks to 'progressively upgrade the image and appearance of the City of Whittlesea focussing on retention of local environmental features, landscape qualities and urban and landscape design improvements.'

**Clause 21.08-4 Heritage Conservation** seeks to 'identify, protect and enhance the City's Aboriginal and European heritage'.

**Clause 22.04 Heritage Conservation Policy** seeks to 'recognise local heritage and other cultural features when considering development and subdivision proposals in accordance with Council's guidelines for urban design, infrastructure development, development plans and precinct structure plans' and to 'require that heritage places are considered and secured at the earliest stages of the development process'.

**Clause 22.10 River Red Gum Policy** seeks to ensure that the development of urban and rural areas takes into account the presence, retention, enhancement and long term viability of River Red Gums in urban areas.

The subject site is located within the Mernda Town Centre which will progressively provide for a vibrant and diverse mixed use precinct including, restricted retail, trade supplies and other commercial and community facilities. The site's location between the historic Bridge Inn Hotel and the recently constructed Ambulance Victoria premises provides an appropriate site for the provision of a mixed use development such as that proposed. The design of the building, while contemporary in nature takes cues from the historic uses of the site and provides an appropriate transition between the double storey Bridge Inn Hotel to the north and single storey ambulance station to the south.

The site does not contain any significant vegetation, with much of the site paved as part of the previous uses of the site. A dead River Red Gum remains on the site and is proposed for removal as part of the application. Given the health of the tree, it is considered that its removal meets the objective of Clause 22.10 which seeks to ensure development takes into account enhancement and long term viability of River Red Gums.

### **Zone**

#### **Comprehensive Development Zone - Schedule 1 (Mernda Town Centre Comprehensive Development Plan)**

The subject site is located within the Comprehensive Development Zone. The objectives of the Comprehensive Development Zone are as follows:

- *To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.*

The provisions of this Zone defer to the Schedule matters including requirements for uses; table of uses; the scope for exemption from notice and review provisions; permit required for buildings or works unless specified otherwise in the Schedule.

Pursuant to Clause 37.02-1 of the Whittlesea Planning Scheme, Shops, Offices, Veterinary Centres and Restricted Recreation Facility are Section 2 – permit required uses within the Comprehensive Development Zone.

Pursuant to Clause 37.02-4 of the Whittlesea Planning Scheme, a permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise. Any requirement in the schedule to this zone must be met.

Schedule 1 states that a permit is required to construct a building or construct or carry out works for a use in Section 2 of this schedule (other than buildings and works associated with one or more dwellings or residential buildings). The buildings and works must be generally in accordance with the *Mernda Town Centre Comprehensive Development Plan* (and any further Incorporated Plan and Development Plan required under this scheme).

The *Mernda Town Centre Comprehensive Development Plan* (CDP) designates the site as being in a Retail / Mixed Use Area.

The below design themes are provided within the CDP and describe the principles that apply to the proposed development.

- Land Use Integration and Density.
- Access and Connectivity.
- Diversity and Adaptability.
- Local Identity and Legibility.
- Ecological Responsiveness.

The decision guidelines require consideration of the purpose of the schedule, the layout and extent of compliance with the CDP. These matters have been taken into consideration, and satisfactory compliance with the CDP is achieved.

## Overlays

### **Clause 45.06 - Development Contributions Plan Overlay (DCPO8)**

The subject site is affected by a Development Contributions Plan Overlay (DCPO8). The purpose of the Development Contributions Plan Overlay is to identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence. A condition should be included on any permit that issues requiring Development Contributions to be paid as part of this development.

### **Clause 43.04 - Development Plan Overlay (DPO15)**

The subject site is affected by a Development Plan Overlay (DPO15). The DPO states that a permit should not be granted until a Development Plan is in place (there are exceptions if allowed by the Schedule). The *Mernda Town Centre South-West Precinct Development Plan* (the DP) was approved on 12 October 2015 and supersedes an earlier Development Plan approved in 2010.

The DP designates the site for “Mixed Use – General (Uses including Residential, Mixed Use, Retail, Commercial, Office”) uses. The proposed use and development of Shops, Offices, a Veterinary Centre and Restricted Recreation Facility are considered to be generally in accordance with the DP.

The remnants of the former Mernda sales yards are of limited heritage value, with the DP conceding that outbuildings and fences will not be retained within future development of the site, however any future development must recognise the former sale yards as a heritage site. In this regard, the DP seeks to provide interpretive or design references to the Mernda Saleyards to acknowledge the social and economic significance of activities previously held at this heritage place. Development of this site should acknowledge the heritage and social significance of the site and provide for a development outcome which positively addresses and activates the street. The design response responds sympathetically to the heritage values on the subject site by incorporating long horizontal and vertical unfinished natural timber elements into the façade design, as well as corrugated iron features.

### **Clause 43.03 - Incorporated Plan Overlay (IPO1)**

The subject site is affected by the Incorporated Plan Overlay. The Incorporated Plan Overlay states that any permit issued must be generally in accordance with the Incorporated Plan, unless a schedule to this overlay specifies otherwise. Schedule 1 to this overlay states the *Mernda Strategy Plan* (MSP) applies to all the land shown in the Incorporated Plan Overlay Schedule 1 which applies to the subject site.

The MSP was approved in 2004 and amended in 2008 and is the primary strategic framework that facilitates development within the Mernda-Doreen growth corridor. The MSP sets out the key objectives and strategic responses to guide development. A key feature of the MSP is the provision of the Mernda Town Centre (MTC), on the south-east corner of Bridge Inn Road/Plenty Road intersection and the extension of the Epping train line to Mernda.

Whilst the MTC area is focussed around the Bridge Inn Road/Plenty Road Intersection, the land to the south and west of this intersection forms a core component of the MTC (Precinct 4 of the MSP).

The following key objectives and directions are identified for Precinct 4 in the MSP:

- Designation for retail/mixed uses;
- Development around the Mernda Town Centre should incorporate key heritage places such as the Bridge Inn Hotel and Mernda Saleyard;
- Protection of River Red Gums through appropriate subdivision design; and
- Adoption of ecologically sustainable design.

The proposal is considered to be generally in accordance with the *Mernda Strategy Plan* through providing a mixed use development that includes appropriate interpretation of the heritage values and does not affect any significant red gums.

#### **Clause 42.02 - Vegetation Protection Overlay (VPO1)**

The subject site is affected by the Vegetation Protection Overlay (VPO1). The Vegetation Protection Overlay states that a permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay. Schedule 1 to this overlay that applies to the subject site states that no permit is required to remove, destroy or lop vegetation, which is not native vegetation. Therefore, only vegetation that is native requires a permit for removal. The application proposes the removal of one dead river red gum (*Eucalyptus camaldulensis*). Council's Parks and Urban Design Department and Sustainability Planning Department have reviewed the application and have no objection to the removal of the dead tree.

#### **Clause 43.01 – Heritage Overlay (HO66)**

The subject site is affected by a Heritage Overlay (HO66). Pursuant to Clause 43.01-1, a permit is required to demolish or remove a building and to construct a building or construct or carry out works. The proposal involves removal of all buildings and other structures on the site, and the construction of a two storey commercial building, and associated car parking and landscaping.

The applicant has prepared a conservation management plan for the site which identifies the heritage values and significance of the site, and documents the history of the site including provision of photos and measured drawings of all remaining structures on the site. At the request of Council officers, the applicant entered into discussions with the Whittlesea Agricultural Society in order to facilitate the relocation and preservation of some of the remaining structures on site to the Whittlesea Showgrounds. While negotiations continue and the exact terms of the relocation are as yet unknown, it is considered this is an appropriate outcome for the remaining heritage fabric of the site. Appropriate interpretative signage is proposed to be erected on the site identifying the previous uses and history of the site.

The Heritage Assessment and Conservation Management Plan indicate that the use of timber columns and pergola on the eastern and southern elevations appropriately references the original timber animal pens, and that the use of the site for activities associated with animals (veterinary centre) and as a commercial hub is in keeping with the heritage values of the site.

#### **Particular Provisions**

#### **Clause 52.06 – Car Parking**

Pursuant to Clause 52.06 of the Whittlesea Planning Scheme, the following car parking rates are required for the proposed development:

Proposed Use	Clause 52.06 Car Parking Rate	Size/No.	No. of Spaces required	No. of Spaces provided	Total Planning Scheme Shortfall
Shop	4 to each 100m <sup>2</sup> of leasable floor area	390m <sup>2</sup>	15	16	Not applicable
Office	3.5 to each 100m <sup>2</sup> of net floor area	153m <sup>2</sup>	5	6	
Vet	Not specified, car parking must be to the satisfaction of the responsible authority.			8	
Restricted Recreation Facility	Not specified, car parking must be to the satisfaction of the responsible authority.			12	
<b>Total</b>			<b>20 spaces</b>	<b>42 spaces</b>	<b>Complies</b>

Although there is no specified rate for a Veterinary practice or a gym, it is generally accepted to apply rates of 0.3 spaces per patron (Place of Assembly rate) for a gym/restricted recreation facility and medical centre rates for a Vet comprising of 5 spaces for the first practitioner and 3 spaces for each other practitioner.

The proposed 8 spaces for the Vet is therefore sufficient for two practitioners and the 12 spaces for the Restricted Recreation Facility is sufficient for the 40 patrons proposed to be in there at any one time.

As such, sufficient parking has been provided on site for the proposed uses.

### Clause 52.17 – Native Vegetation

Pursuant to Clause 52.17-1 of the Whittlesea Planning Scheme, a permit is required to remove, destroy or lop native vegetation. Native vegetation to be removed from a site with a site area of less than 0.4 hectares is exempt from the requirements of this Clause. The proposal involves the removal of one dead river red gum, however as the site is 2344m<sup>2</sup> in area, this vegetation removal is exempt from permit requirements.

### Clause 52.29 – Land adjacent to a Road Zone, Category 1, or a Public Acquisition Overlay for a Category 1 Road

Pursuant to Clause 52.29-2 of the Whittlesea Planning Scheme, a permit is required to create or alter access to a road in a Road Zone, Category 1. The application involves the alteration of access to the Plenty Road service road, which is being constructed as part of Planning Permit No. 716206. Plenty Road is a Road Zone, Category 1. Clause 52.29-4 states that an application to create or alter access to a road declared as a freeway or arterial road under the *Road Management Act 2004*, must be referred to the Roads Corporation under section 55 of the Act. The application was referred to VicRoads who had no objection to the proposed use and development and no requirement for conditions.

### DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

The application has been assessed against the planning zone provisions and other relevant planning provisions, including the Planning Policy Frameworks of the Whittlesea Planning Scheme, and is considered to be consistent with the relevant policies and strategies of the Planning Scheme. It is considered that the proposed use and development of an office, restricted recreation facility, shops and veterinary centre, buildings and works and demolition within a Heritage Overlay, removal of native vegetation and alteration of access to a road in a Road Zone – Category 1 is consistent with development in the surrounding area. Therefore, it is recommended that a Planning Permit be issued, subject to appropriate conditions.

## RECOMMENDATION

**THAT Council resolve to approve Planning Application No. 717562 for use and development of offices, restricted recreation facility, shops and veterinary centre, buildings and works and demolition within a Heritage Overlay, removal of native vegetation and alteration of access to a road in a Road Zone – Category 1 in accordance with the endorsed plans and subject to the following conditions:**

### CONDITIONS TO BE MET PRIOR TO THE COMMENCEMENT OF DEVELOPMENT

1. Before the development hereby permitted starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated July / August 2018 and prepared by Michael Angus Architecture but modified to show:
  - a. Landscaping in accordance with Condition No. 2 of this permit.
  - b. Recommendations of the Disability Access Report required by Condition No. 3 of this permit.
  - c. The driveway and vehicle crossover from the Plenty Road Service Road incorporated into layout plans.
  - d. Swept paths for vehicles intended to service the development showing all vehicles can safely and efficiently enter and exit from the Plenty Road Service Road in a forward manner and also manoeuvre within the site.
  - e. Details of content, location and design of the heritage interpretation panel / signage to be erected on the site. The heritage interpretation panel / sign must provide information about the history of the Mernda Market and Sale Yard and its local heritage significance.
2. Concurrent with the endorsement of plans under Condition No. 1 and before the development hereby permitted commences, a landscape plan prepared by a suitably qualified landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit.
  - a. A survey of all existing vegetation and natural features (including any vegetation to be removed);
  - b. The area or areas set aside for landscaping;
  - c. A schedule of all proposed trees, shrubs/small trees and ground cover.



- d. The location of each species to be planted and the location of all areas to be covered by grass, lawn or other surface material;
- e. Paving, retaining walls, fence design details and other landscape works including areas of cut and fill;
- f. Appropriate irrigation systems including the use of sustainable water supply and reuse in landscaped areas. (i.e. WSUD, irrigation system with timer and rain sensors, raingardens, infiltration strips, swales, etc.).
- g. Above-ground and underground service locations (i.e. water, gas, easement, light pole, water tank, gas meter, water meter, meter box, irrigation control, etc.).

The landscape plans must be prepared in conjunction with the engineering (drainage) plans to ensure levels, grades and drainage design (i.e. required retaining walls, FSL's, etc.) are consistent.

- 3. A report and additional plan prepared by a suitably qualified and accredited person demonstrating that access to and throughout the public parts of the building (including any public toilets) must be provided in accordance with the Disability (Access to Premises – Buildings) Standards 2010 and applicable Australian Standards: AS 1428.1 – 2009, AS/NZS 1428.4.1 – 2009 and AS/NZS 2890.6 – 2009 and conforms with the objectives of the Disability Discrimination Act 1992 (Commonwealth).
- 4. Before the development hereby permitted starts, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
- 5. Before the development hereby permitted starts, a Waste Management Plan must be prepared to the satisfaction of the Responsible Authority. Once satisfactory, the plan will be endorsed and must be implemented to the satisfaction of the Responsible Authority. The Plan must provide the following details of a regular private waste (including recyclables) collection service for the subject land including:
  - a. The type/s and number of waste bins.
  - b. Screening of bins.
  - c. Type/size of trucks.
  - d. Frequency of waste collection.
  - e. The provision and use of a bin-tug. The bin-tug must be maintained in an operational state at all times;
  - f. Hours of collection (to comply with EPA Regulations).

To the satisfaction of the Responsible Authority. The endorsed Waste Management Plan must not be amended without prior written consent of the Responsible Authority.

- 6. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be

implemented to the satisfaction of the Responsible Authority. The plan must:

- a. Be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan.
- b. Address occupational health and safety, traffic management, environmental controls and cultural heritage and/or dry stone wall protection measures to the satisfaction of the Responsible Authority.
- c. Be submitted to the Responsible Authority a minimum of seven days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works.
- d. Include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while works are in progress.
- e. Address the location of parking areas for construction and sub-contractors' vehicles on and surrounding the site, to ensure that vehicles associated with construction activity cause minimum disruption to surrounding properties.
- f. Include measures to reduce the impact of noise, dust and other emissions created during the construction process.
- g. Demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale.
- h. Measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system.
- i. Include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with the building and works on the land to the satisfaction of the Responsible Authority.
- j. Address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land.
- k. Identify the location and method of any Tree Protection Zones inclusive of trees within nature strips adjacent to the site boundaries in accordance with Appendix 2 of Council's 'Street Tree Management Plan'.
- l. Ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Construction Management Plan approved by the Responsible Authority. Any changes to the Construction Management Plan must be submitted to and approved by the Responsible Authority prior to implementation unless otherwise agreed to in writing by the Responsible Authority.

7. The development, including layout of the site and the size, levels, design and location of buildings and works, and/or use as shown on the endorsed plans must not be altered unless with the prior written consent of the Responsible Authority.
8. Once the development hereby permitted has started it must be continued and completed to the satisfaction of the Responsible Authority.

#### CONDITIONS TO BE MET DURING CONSTRUCTION

9. At all times during the construction phase of the development, the permit holder must take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
10. During the construction phase, a truck wheel washing facility or similar

device must be installed and used to the satisfaction of the Responsible Authority so that vehicles leaving the site do not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

11. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure, which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site

#### CONDITIONS TO BE MET PRIOR TO THE COMMENCEMENT OF THE USES

12. Prior to the occupation of any building approved under this permit, development contributions must be paid to the responsible authority in accordance with the approved *Mernda Strategy Plan*, unless otherwise agreed to in writing by the Responsible Authority.
13. Before occupation of any building approved under this permit, a report from the author of the Sustainable Design Assessment, approved pursuant to this permit, or similarly qualified person or company, must be submitted to the responsible authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Sustainability Design Assessment have been implemented in accordance with the approved documentation.
14. Before the use hereby permitted starts, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
15. Before the use commences and/or occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
  - a. Constructed;
  - b. Properly formed to such levels that they can be used in accordance with the plans;
  - c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site;
  - d. Drained and maintained;
  - e. Line marked to indicate each car space and all access lanes;
  - f. Clearly marked to show the direction of traffic along access lanes and driveways;

to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times, to the satisfaction of the Responsible Authority.

16. Unless with the prior written consent of the Responsible Authority, before the occupation of the development and/or use hereby permitted commences and / or within 12 months of the completion of the development, the landscaping works shown on the endorsed plans must be carried out, completed and maintained to the satisfaction of the Responsible Authority.
17. Before the uses hereby permitted start, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

#### GENERAL CONDITIONS

18. Discharge of stormwater from the land will be required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water shall be discharged from any pipe or paved area onto the surface of any adjacent land.

Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

19. The vehicle crossings to the site must be of a heavy duty (industrial) vehicle crossing built in accordance with Council standard drawing EDCM 503, subject to vehicle swept paths required to/from the site. The width of the vehicle crossings at the property boundary must match the width of the internal accessways. All services above and below ground must be shown, as all costs associated with the vehicle crossovers, including its relocation, re-instatement of nature strip, and the relocation of services will be borne by the applicant. This plan will form part of the Road Opening Permit approval process.
20. The uses hereby permitted must be managed so that the amenity of the area is not detrimentally affected, through the:
  - a. Transport of materials, good or commodities to or from the land;
  - b. Appearance of any building, works or materials;
  - c. Emissions of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
  - d. Presence of vermin.
21. The site shall at all times be kept in a neat and tidy condition to the satisfaction of the Responsible Authority. Any litter shall be immediately removed from the site and surrounding area at the direction of the Responsible Authority.
22. All external lighting must be designed, baffled and located so as to prevent adverse effect on adjoining land, to the satisfaction of the Responsible Authority.
23. No air conditioning equipment, plant or the like shall be installed on the roof of the building such that it would be visible to the public without prior consent from the Responsible Authority.
24. All car parking spaces must be designed to allow all vehicles to ingress and

- egress the site in forward gear, to the satisfaction of the Responsible Authority.
25. A minimum of 42 car spaces must be provided on the land for the use and development hereby permitted, to the satisfaction of the Responsible Authority.
  26. A minimum of two (2) car spaces must be provided for the exclusive use of disabled persons and be designed in accordance with AS 2890.6 – 2009. The car space(s) must be provided as close as practicable to (a) suitable entrance(s) of the building and must be clearly marked with a sign to indicate that the space(s) must only be utilised by disabled persons.
  27. Unless otherwise agreed in writing by the Responsible Authority, the landscaping areas shown on the endorsed plans must be used for landscaping and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
  28. Goods must not be stored or left exposed outside the building so as to be visible from any public road or thoroughfare, to the satisfaction of the Responsible Authority.
  29. The total number of practitioners operating at the Vet must not exceed 2 except with prior written consent of the Responsible Authority.
  30. The total number of patrons within the Restricted Recreation Facility at any one time must not exceed 40 except with prior written consent of the Responsible Authority.
  31. Adequate provision shall be made for the storage and collection of garbage and other solid wastes within the curtilage of the site. This area shall be properly graded and drained, and screened from public view to the satisfaction of the Responsible Authority.
  32. No fencing of any type is to be erected along the frontage of the site unless approval in writing has been granted by the Responsible Authority.
  33. Vehicles under the control of the operator of the use or the operator's staff must not be parked on neighbouring streets.

#### VEGETATION REMOVAL CONDITIONS

34. Prior to removal, the subject trees must be inspected by a suitably experienced Wildlife Handler to determine the presence of animals living or nesting in the tree. Should any native animals be detected, reasonable steps must be taken to capture and relocate such animals as recommended by the Wildlife Handler.

#### PERMIT EXPIRY CONDITION

35. In accordance with the Planning and Environment Act 1987 a permit for use and development expires if:
  - a. The approved development does not start within 2 years of the date of this permit; or
  - b. The approved development is not completed within 4 years of the date of

- this permit; or
- c. The approved use is not commenced within two years of the completion of the development; or
- d. The use is discontinued for a period of two years.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within 6 months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

**NOTES:**

**Advanced Trees**

An advanced tree under this permit shall generally constitute the following:

Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm.

Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

**Building Over Easements**

Any building or works to occur within an easement must be carried out to the satisfaction of the Responsible Authority. In addition, the following will apply:

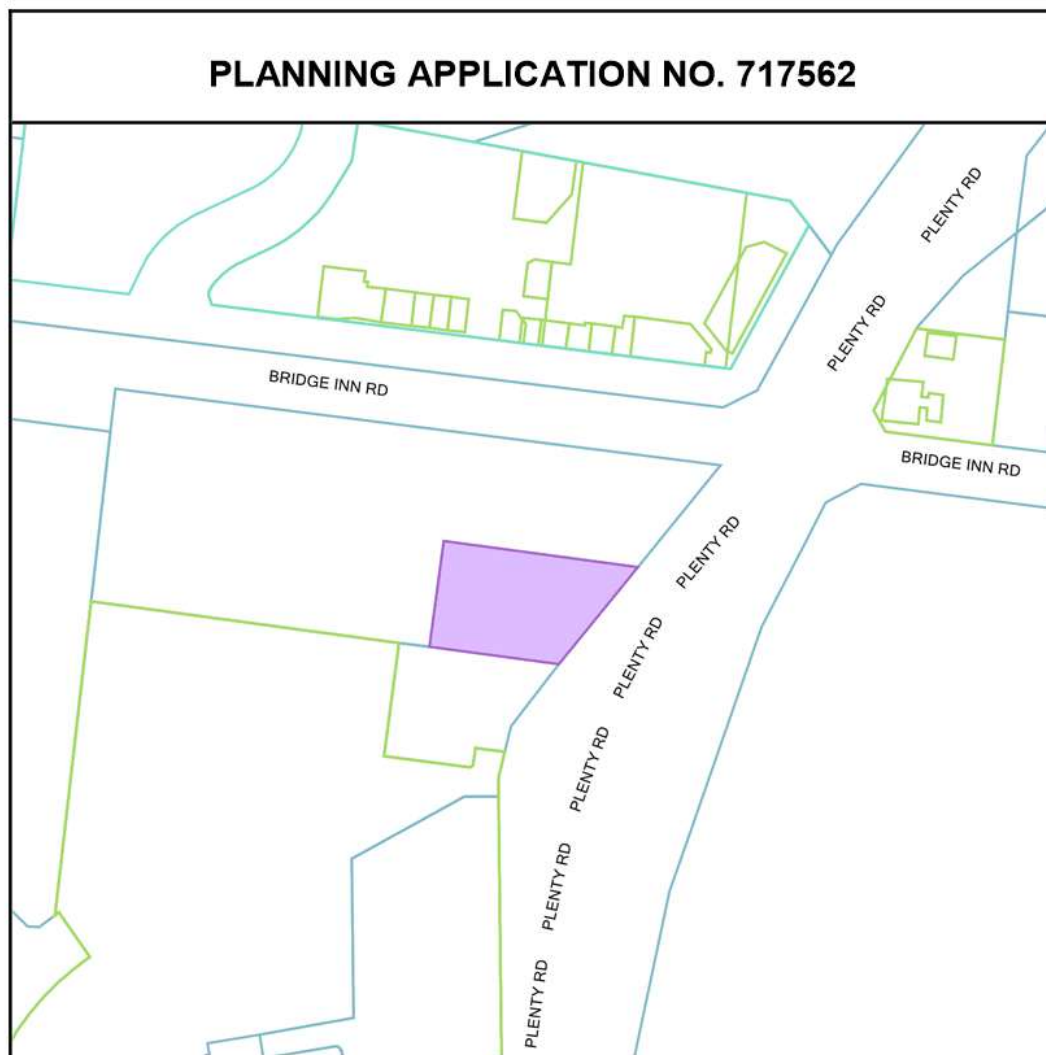
- a. Access to any drainage pit in the easement is to be maintained.
- b. Council reserves the right to excavate, lay, repair or replace pipes within the easement.
- c. Council is not liable for any damage from such works and that reinstatement shall be the owner's responsibility and at the owner's expense.
- d. Prior to a building approval being issued, any drain(s) existing in the easement are required to be shown on the plans, with a detailed sketch indicating any pier and beam footings required to span these public assets.
- e. Building approval must be obtained prior to the commencement of the works.

**COUNCIL RESOLUTION**

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



 **Subject Land**



**City of  
Whittlesea**

**BUILDING AND PLANNING REPORT**

**PLANNING APPLICATION NO. 717562**



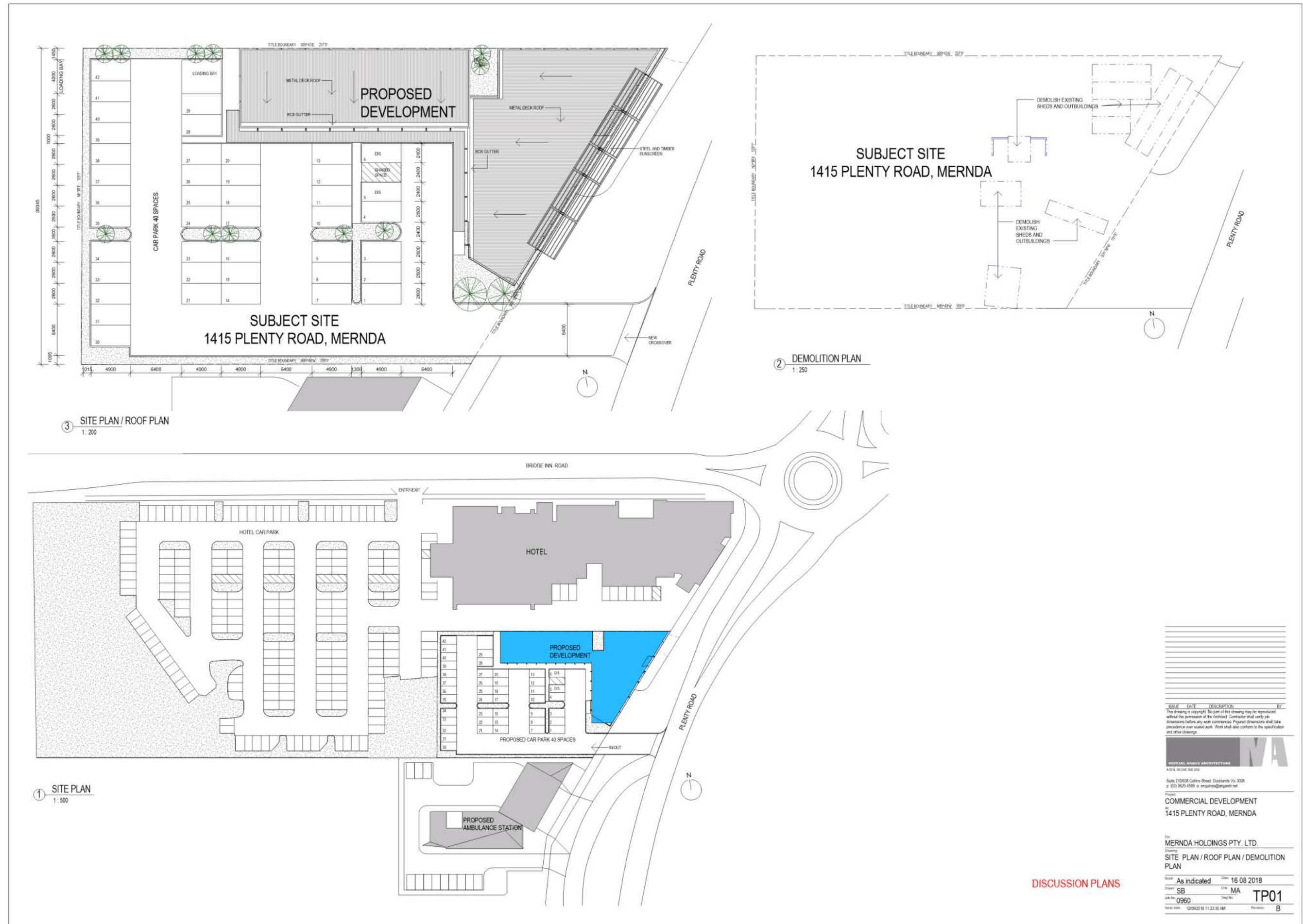
 **Subject Land**



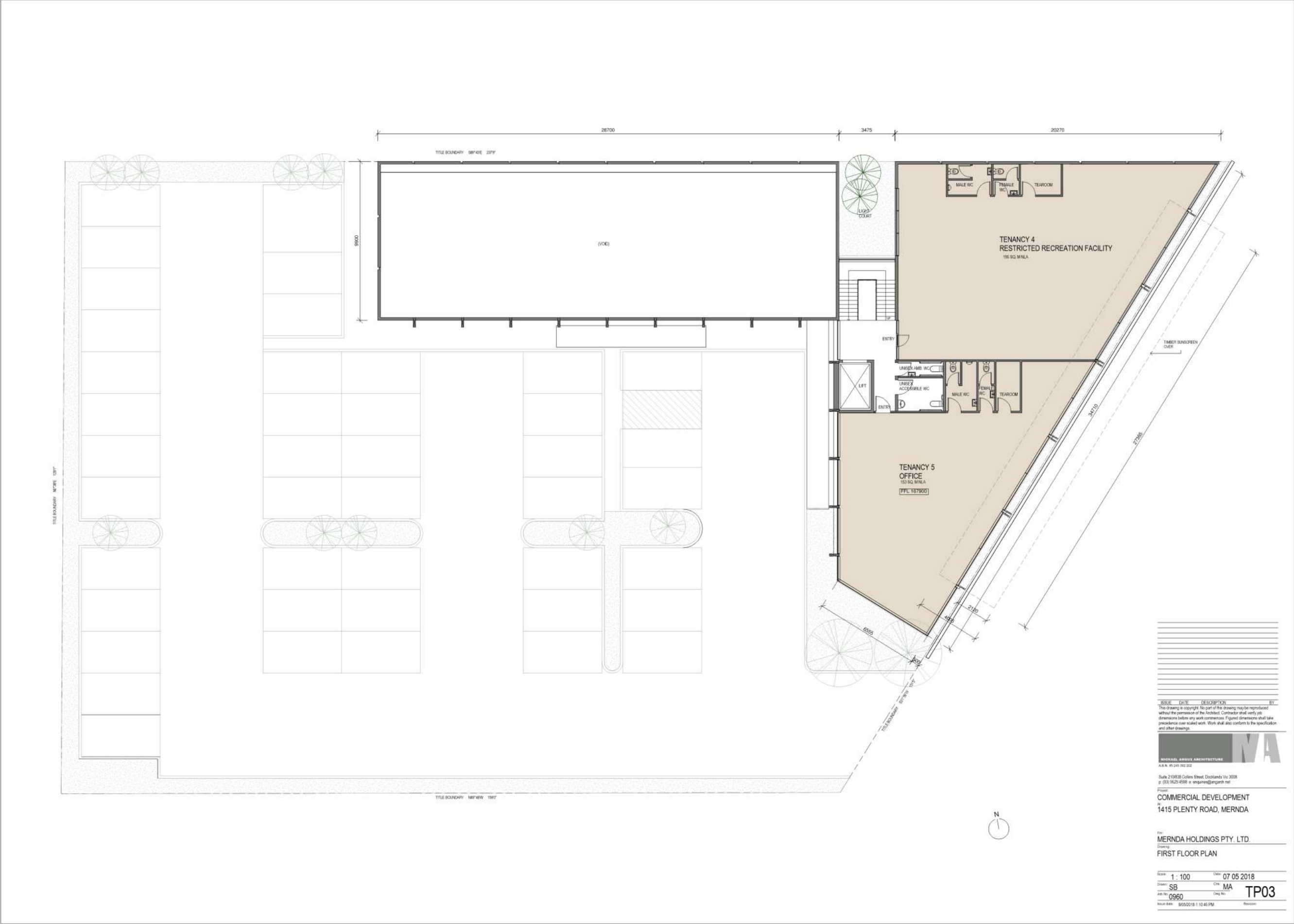
**City of  
Whittlesea**

**BUILDING AND PLANNING REPORT**





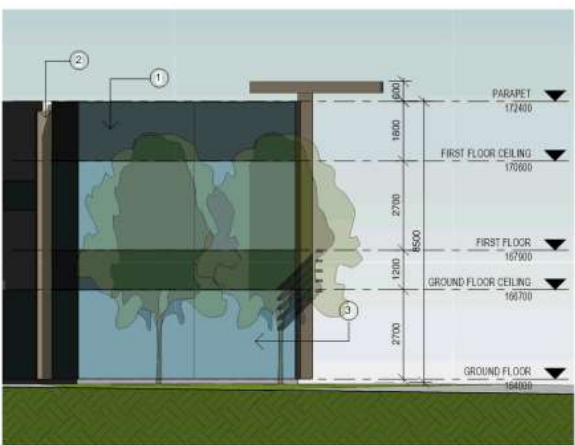








1 EAST ELEVATION  
1:100



2 SOUTHWEST ELEVATION  
1:100

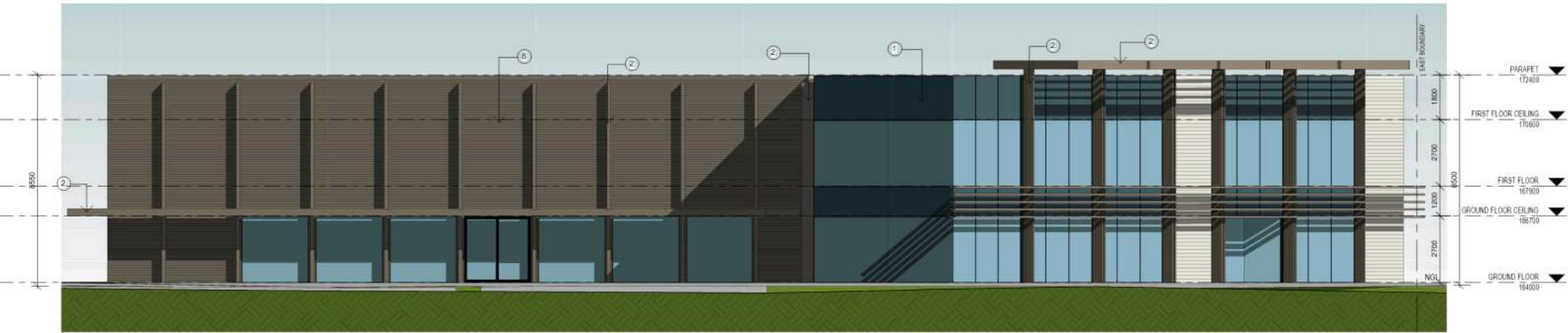


3 EAST PERSPECTIVE



5 SOUTH PERSPECTIVE

EXTERNAL FINISHES SCHEDULE		
KEY	MATERIAL	COLOR
1	SPANDREL GLASS	GREY
2	NATURAL TIMBER	UNFINISHED
3	TINTED GLASS	GREY
4	ALUCOBOND	ANODISED C31
5	EQUITONE FC SHEET	TECTIVA TE10
6	COLOURBOND ROLLER DOOR	MONUMENT
8	TEXTURED PRECAST CONCRETE	DULUX "KLUTE"
9	CORRUGATED IRON CLADDING	GALVANISED



4 SOUTH ELEVATION  
1:100

DISCUSSION PLANS

ISSUE DATE DESCRIPTION BY  
This drawing is copyright. No part of the drawing may be reproduced without the permission of the Architect. Contractor shall verify all dimensions before any work commences. Figure dimensions shall take precedence over scaled work. Work shall also conform to the specification and other drawings.

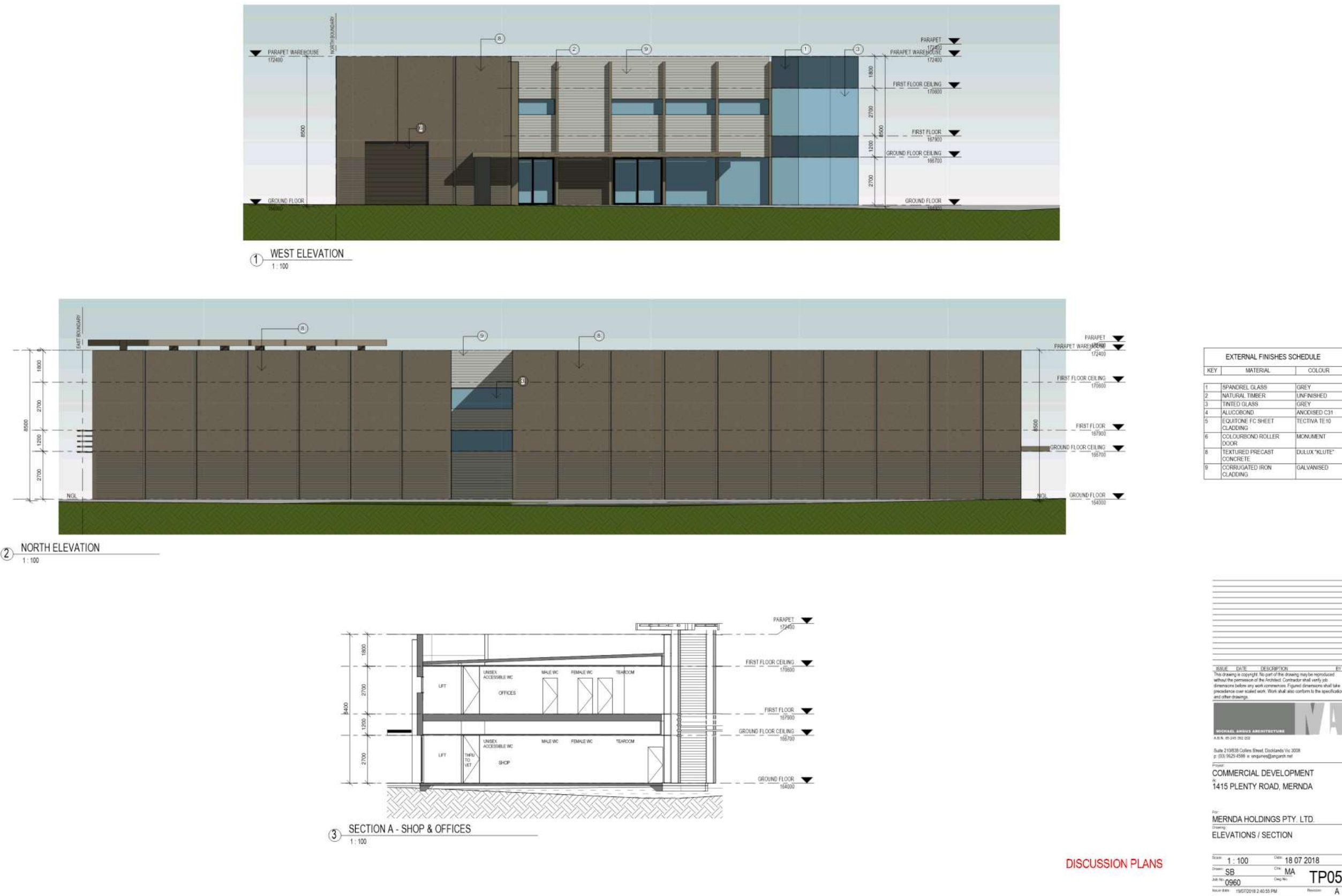
MA  
MERINDA HOLDINGS ARCHITECTURE  
A/N 14 49 201 202

Suite 210/518 Collins Street, Docklands Vic 3008  
p 031 9620-4588 or enquiries@merinda.net

Project  
COMMERCIAL DEVELOPMENT  
1415 PLENTY ROAD, MERINDA

For  
MERINDA HOLDINGS PTY. LTD.  
Drawing  
ELEVATIONS

Scale: 1:100 Date: 18.07.2018  
Drawn: SB Check: MA  
A/N No: 0960 Day No: TP04  
Issue Date: 19/07/2018 2:40:50 PM Revision: A













### 6.1.3 PLANNING SCHEME AMENDMENT C233 - OPEN SPACE ANOMALIES - EXHIBITION OUTCOMES AND ADOPTION

**Attachments:** 1 Amendment C233 Zoning Maps [↓](#)

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Strategic Planner

#### RECOMMENDATION SUMMARY

It is recommended that Council:

1. Adopt Planning Scheme Amendment C233 to the Whittlesea Planning Scheme; and
2. Request the Minister for Planning to approve Amendment C233 to the Whittlesea Planning Scheme

#### KEY FACTS AND / OR ISSUES

- Amendment C233 proposes to rezone eight existing Council open space reserves to the appropriate Public Park and Recreation Zone to reflect their intended use for open space;
- It is appropriate that the Whittlesea Planning Scheme reflects the underlying use of the land for open space purposes, which is identified through approved and endorsed strategic planning documentation;
- Amendment C233 was exhibited from 16 May to 14 June 2019. Two submissions were received from the Environmental Protection Authority and the Department of Environment, Land, Water and Planning. Both submissions supported the amendment;
- The nominated subject sites proposed for rezoning include:
  - Main Street Recreation Reserve;
  - Thomastown East Recreation Reserve;
  - Laurimar Creek Reserve and Future Doreen Precinct Sports Field;
  - Laurimar Recreation Reserve;
  - Waterview Recreation Reserve;
  - Mosaic Recreation Reserve;
  - Mill Park Lakes Recreation Reserve and
  - Hillsvie Recreation Reserve; and
- It is recommended that Council adopt Planning Scheme Amendment C233 to the Whittlesea Planning Scheme and request the Minister for Planning to approve the amendment, with no further changes to the amendment that Council exhibited.

## REPORT

### INTRODUCTION

Council resolved at its meeting on 11 December 2018, to seek authorisation from the Minister for Planning to prepare and exhibit Planning Scheme Amendment C233 to the Whittlesea Planning Scheme.

Amendment C233 applies to eight Council owned open space reserves and seeks to correct their current residential zoning to the Public Park and Recreation Zone to reflect their current/ proposed use and underlying zone.

Each of the land identified as part of Amendment C233 has been designated for active and/or passive open space under the provisions of approved Local Structure Plans and/or Development Plans.

Planning Scheme Amendment C233 is the first in a series of amendments which intends to address anomaly issues within the Whittlesea Planning Scheme.

Once the Public Park and Recreation Zone is implemented it will negate the need for a planning permit for any works (including improvements or new works) related to park or open space infrastructure, streamlining the statutory planning framework.

The purpose of this report is to seek a resolution of Council to adopt Amendment C233 as required by the *Planning and Environment Act 1987*. This will enable Officers to progress a request to the Minister for Planning to approve Amendment C233 to the Whittlesea Planning Scheme.

### PROPOSAL

The Amendment seeks to rezone eight existing Council owned open space areas from General Residential Zone – Schedule 1 (GRZ1), and in one instance Comprehensive Development Zone (CDZ) (6W Painted Hills Road, Doreen), to the Public Park and Recreation Zone (PPRZ).

A list of the nominated subject sites proposed for rezoning is included below.

#### Main Street Recreation Reserve

- Part of 74W Main Street, Thomastown (2 sport fields, pavilion, cricket nets and playground).

#### Thomastown East Recreation Reserve

- 225W Parklands Drive, Thomastown (2 sports fields, pavilion, playground and passive open space).

#### Laurimar Creek Reserve and Future Doreen Precinct Sports field

- 108W Eminence Boulevard, Doreen (passive open space);
- 180W Painted Hills Road, Doreen (2 soccer fields, pavilion/community activity centre);
- 160W Painted Hills Road, Doreen (passive open space).

Laurimar Recreation Reserve

- 6W Painted Hills Road, Doreen (2 sports fields, pavilion and skate park).

Waterview Recreation Reserve

- 60W Waterview Drive, Mernda (2 sport fields, pavilion, netball courts and playground).

Mosaic Recreation Reserve

- 1W Mosaic Drive, Lalor (2 sport fields and pavilion).

Mill Park Lakes Recreation Reserve

- 170 The Lakes Boulevard, South Morang (2 sport fields, pavilion, cricket nets and playground).

Hillsvie Recreation Reserve

- Part of 100W The Great Eastern Way, South Morang (2 sport fields and pavilion).

*Attachment 1* identifies the zoning of each site.

## PLANNING ASSESSMENT

Amendment C233 relates to open space reserves in growth areas and is a technical change to the Planning Scheme to reflect the underlying zone of each site. Once boundaries are set for specific land uses as part of the implementation of strategic plans and documents, there is a need to go back and reflect these boundaries with the applicable underlying zones.

Amendment C233 is consistent with and makes proper use of the Victorian Planning Provisions (VPP) by applying the Public Park and Recreation Zone to land to accurately reflect its current or approved use for open space. The Public Park and Recreation Zone is the appropriate statutory mechanism to maintain the support and control of the land for open space into the future.

## NOTIFICATION

A request for an exemption from notice provisions under Section 20(2) of the *Planning and Environment Act 1987* was sent to the Minister for Planning on 11 February 2019.

Amendment C233 was granted an exemption from the notice requirements of Section 19 of the *Planning and Environment Act 1987* on 6 May 2019.

Amendment C233 was exempt from notice requirements because it was considered that Council as the land owners, was giving effect to the current use by applying the appropriate zone, and that there would be no negative impact to adjoining landholdings. As a result, no letters were sent to affected and surrounding owners and occupiers.

Amendment C233 was placed on public exhibition between 16 May to 14 June 2019, to prescribed Ministers and relevant government authorities. A Notice appeared in the Government Gazette on 16 May 2019 and Whittlesea Leader on 21 May 2019.

Two submissions were received from the Environment Protection Authority (EPA) and the Department of Environment, Land, Water and Planning (DELWP). Both submissions supported the Amendment.

## POLICY STRATEGY AND LEGISLATION

Amendment C233 has been prepared in accordance with the Planning Practice Note 29 *Ministerial Powers of Intervention*, whereby the proposal is anomalous in nature and seeks to appropriately reflect the underlying zone of the land, as envisioned in approved council strategic plans and strategies. The rezoning of each site to Public Park and Recreation Zone will expedite the delivery and upgrade of open spaces envisaged by the relevant strategic frameworks

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Liveable neighbourhoods</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Well-designed neighbourhoods and vibrant town centres</b>
<b>Strategic Objective</b>	<b>We have open spaces that are welcoming and safe for public gathering</b>
<b>Council Priority</b>	<b>Planning and Infrastructure</b>

Amendment C233 will contribute towards the strategic objectives of Whittlesea 2040 to facilitate open spaces within well designed neighbourhoods for the community. It will also contribute towards streamlining the planning and infrastructure delivery process for open space contributing towards the strategic objective to provide welcoming and safe public gathering spaces.

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989, officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

Amendment C233 proposes rezoning of eight Council owned reserves to Public Park and Recreation Zone from the General Residential Zone and Comprehensive Development Zone. The planning controls to be applied by Amendment C233 are the most appropriate controls to guide the future planning of open space areas.

The rezoning reflects the intended use of these parcels for open space in accordance with the applicable adopted and approved strategic plans and policy. This in turn will enable Council to expedite the delivery (and in some instances upgrade) of open space areas and facilities throughout the Municipality.

Two submissions were received from the Environment Protection Authority (EPA) and the Department of Environment, Land, Water and Planning (DELWP). These submissions supported the Amendment.

Noting the above, it is therefore recommended that Council resolve to adopt Planning Scheme Amendment C233 and forward this to the Minister for Planning requesting approval.

<b>RECOMMENDATION</b>
-----------------------

**THAT Council resolve to:**

- 1. Adopt Planning Scheme Amendment C233 to the Whittlesea Planning Scheme;**
- 2. Request the Minister for Planning to approve Planning Scheme Amendment C233 to the Whittlesea Planning Scheme**

<b>COUNCIL RESOLUTION</b>
---------------------------

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

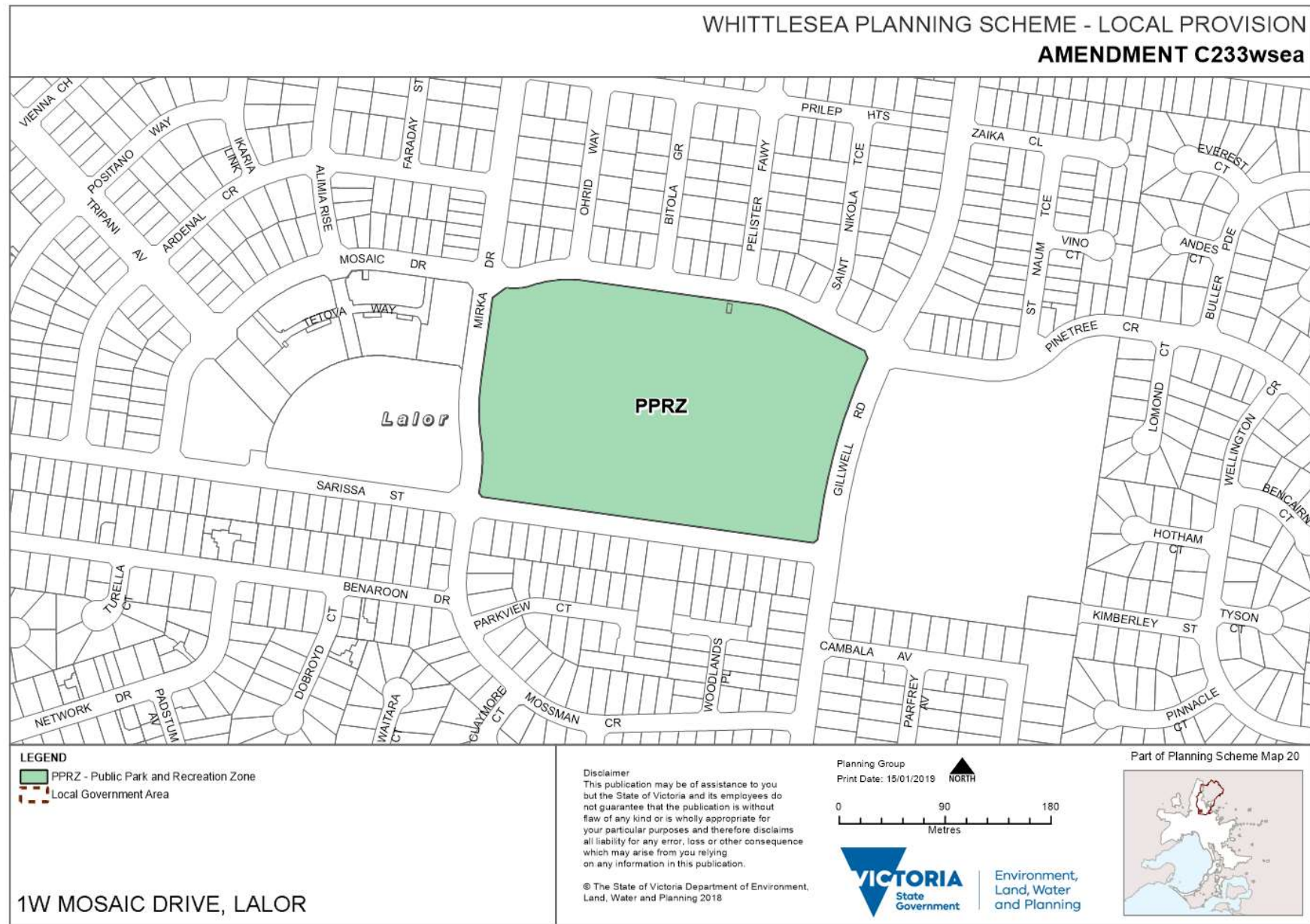
**CARRIED**

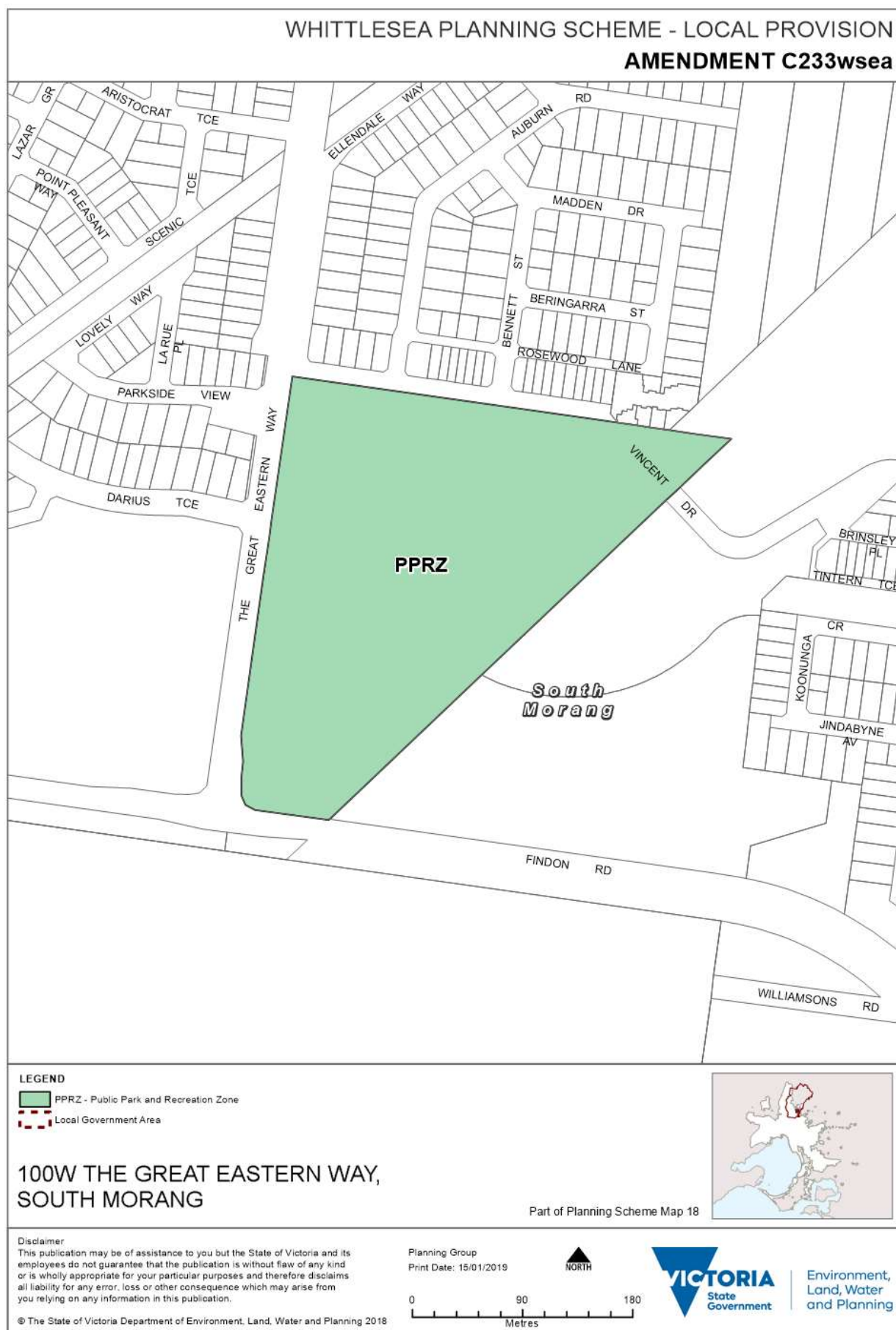




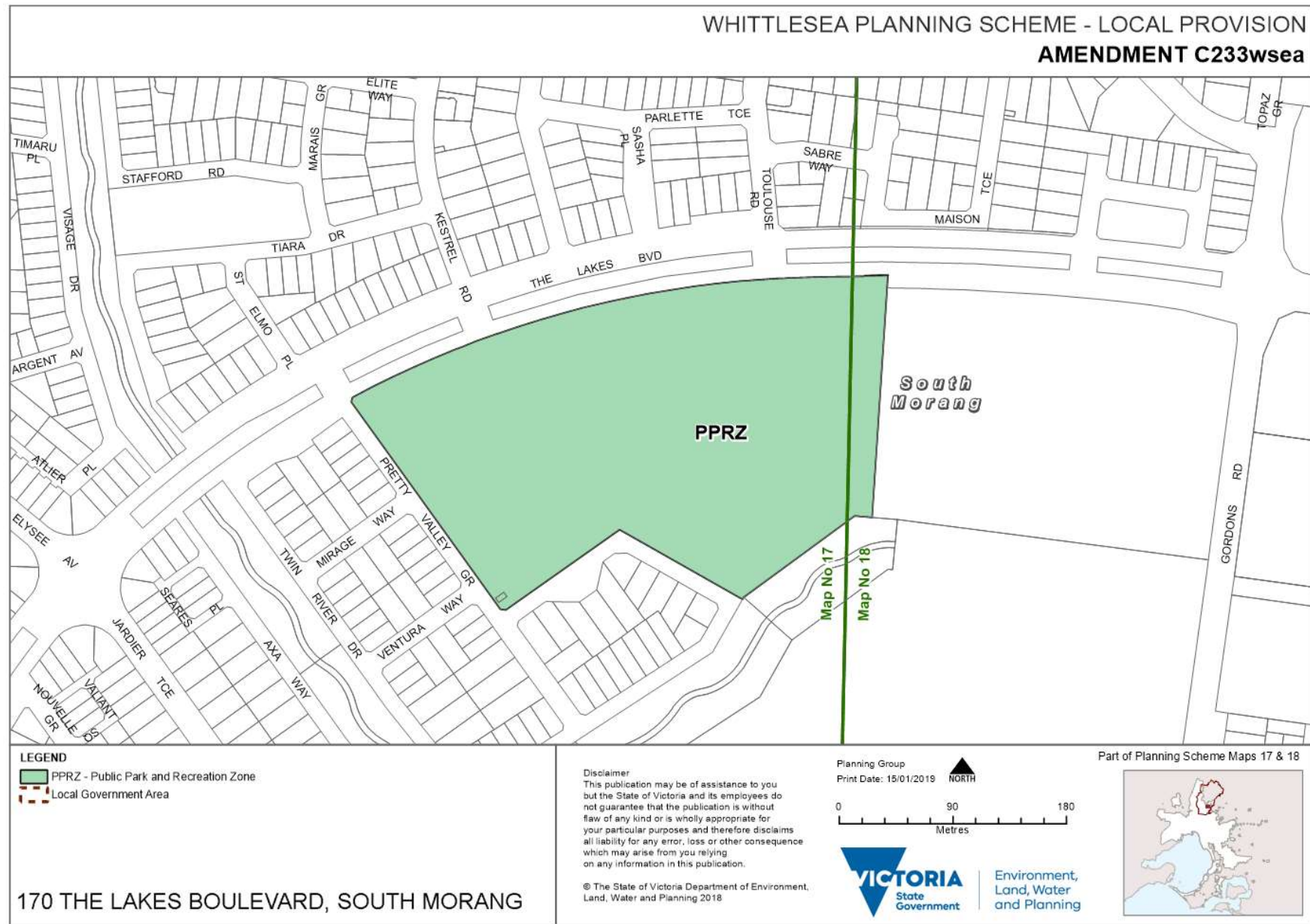


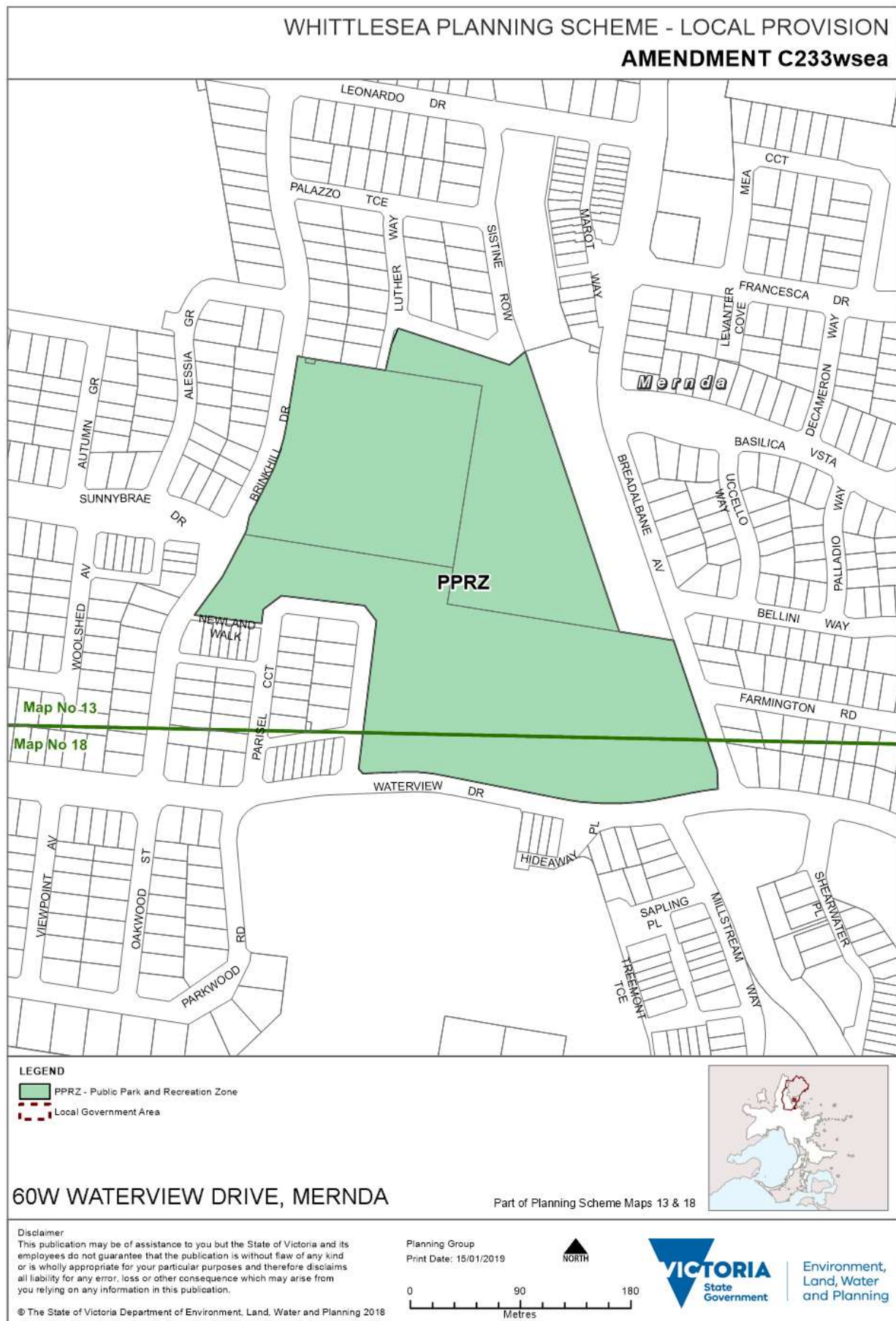




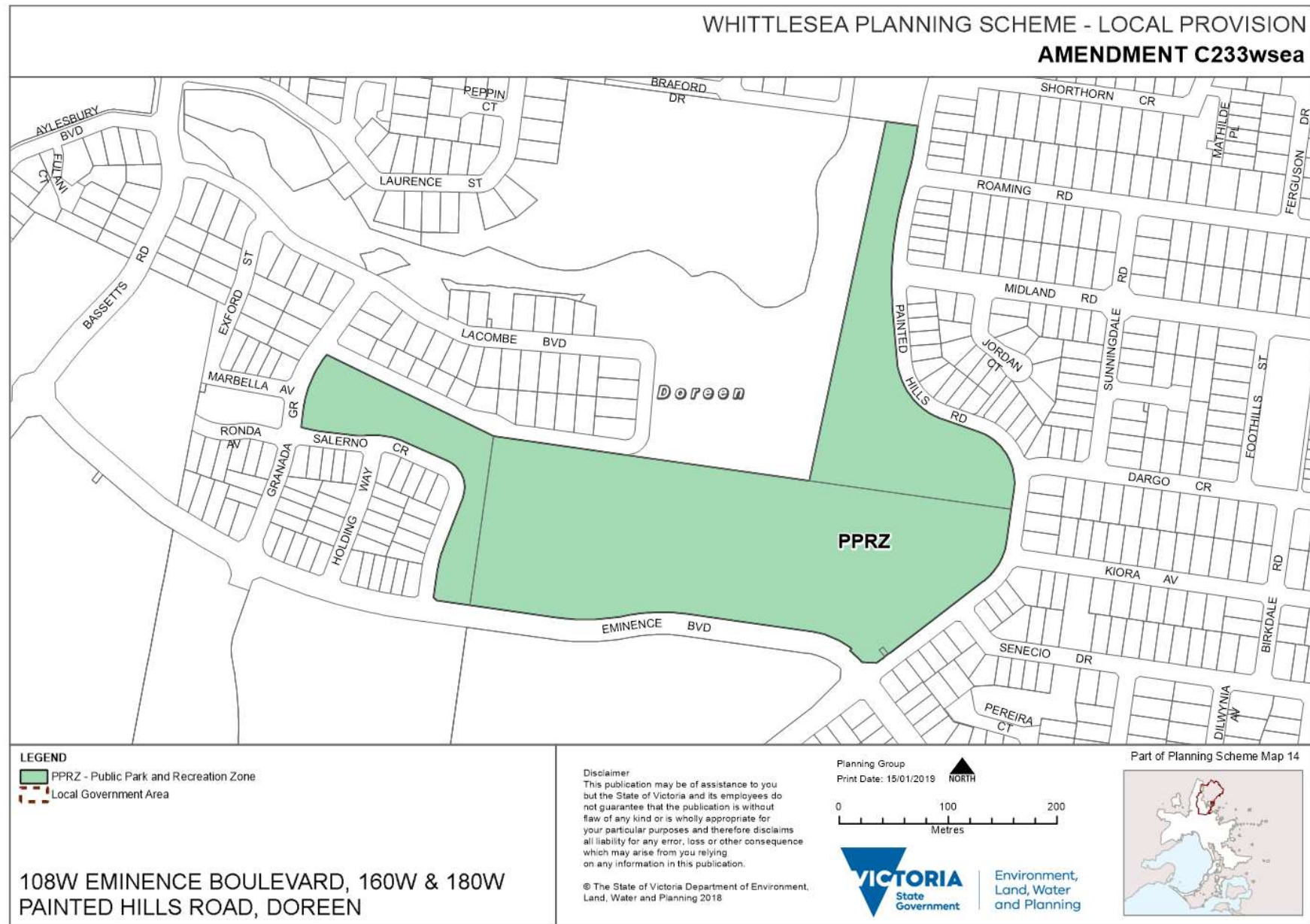














#### 6.1.4 WOLLERT LANDFILL - 45 BRIDGE INN ROAD, WOLLERT - COMPLIANCE WITH PLANNING PERMIT AUDIT

**Attachments:** 1 Hanson Landfill [📄](#)

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Manager Building & Planning

#### RECOMMENDATION SUMMARY

That Council note the report.

#### KEY FACTS AND / OR ISSUES

This report has been prepared in accordance with condition 57 of Planning Permit 701889 (Amended) which requires a quarterly audit of compliance for the Wollert Landfill operations.

- A joint inspection comprising Council officers and the Landfill operators was undertaken on 3 July 2019.
- All Planning Permit requirements were discussed and a visual site inspection was undertaken to confirm compliance.
- This compliance inspection provides an initial baseline assessment to be used going forward as quarterly reports are submitted to Council and any non-compliances will be actioned promptly.
- The site and operations currently comply with all permit requirements to Council's satisfaction.



**REPORT****INTRODUCTION**

This report has been prepared in accordance with condition 57 of Planning Permit 701889 (Amended) which requires a quarterly audit of compliance for the Wollert Landfill operations. This Planning Permit authorises the use and development of the land at 45 Bridge Inn Road, Wollert, for the purpose of an engineered landfill progressively rehabilitating quarried land and for a waste transfer station.

**BACKGROUND**

The subject site has operated as a landfill since the mid 1990s under Planning Permit 701889.

An application was subsequently lodged in late 2017 to amend the permit and include provision for a substantial new waste transfer station closer to the front of the site. This was presented to Council for a decision at its meeting of 4 September 2018, where it was resolved to issue a Notice of Decision to amend the Planning Permit subject to the inclusion of additional conditions.

Condition 57 was included which reads as follows:

*A report must be submitted to the Responsible Authority on a three monthly basis (or as otherwise requested by the Responsible Authority) to provide a detailed assessment of the extent of compliance the uses on the site are having with conditions of this Permit.*

The amended Planning Permit was ultimately issued in April 2019 and therefore in accordance with the requirement, a three monthly report is provided.

**PROPOSAL**

In accordance with the requirements of the Planning Permit, a three monthly report is provided for Council to consider and note.

**CONSULTATION**

There is no consultation required, however it is noted that Council officers attended the site and undertook a joint inspection with the Landfill operators on 3 July 2019 where all Planning Permit requirements were discussed and a visual site inspection was undertaken to confirm compliance.

**CRITICAL DATES**

There are no critical dates. This report has been submitted within three months of the Planning Permit being amended and will be submitted at three monthly intervals.

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this report.

**POLICY STRATEGY AND LEGISLATION**

This report has been prepared in accordance with the requirements of a Planning Permit issued under the *Planning and Environment Act 1987*.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Environmental - Failure to prevent significant negative impact of Council's decisions on land use planning relating to contaminated sites*

Planning Permit conditions are included to manage potential impacts associated with land use including to the amenity of nearby residents, safety and environmental conditions.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Enabling the vision</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Making it happen</b>
<b>Strategic Objective</b>	<b>Our Council monitors and evaluates all of its operations</b>
<b>Council Priority</b>	<b>Organisational Sustainability</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

This report has been provided in accordance with condition 57 of Planning Permit 701889 (Amended), which allows for the land to be used for a landfill and transfer station.

This initial report provides a baseline assessment to be used going forward as quarterly reports are submitted to Council and any non-compliances will be actioned promptly.

The site and operations currently comply with all permit requirements to Council's satisfaction.

## RECOMMENDATION

**THAT Council resolve to note the report.**

## COUNCIL RESOLUTION

**MOVED:** *Cr Kozmevski*  
**SECONDED:** *Cr Kirkham*

***The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.***

**CARRIED**



**Hanson Landfill – Bridge Inn Road (P701889)**

**Compliance Audit – 3<sup>rd</sup> July 2019**

No	Condition	Met	Comments
<b>Council</b>			
1	<p>Before starting the use of development, 3 copies of a revised plan must be submitted to and approved by Council, showing:-</p> <ul style="list-style-type: none"> <li>(i) the buffer zones surrounding the landfill area as required in the EPA Works Approval;</li> <li>(ii) the location and details of existing and proposed landscaping along all boundaries of the land, including details of a watering system;</li> <li>(iii) car parking for employees in accordance with the provisions of Clause 19 of the Planning Scheme;</li> <li>(iv) the location and details of all existing and proposed buildings (including elevations);</li> <li>(v) access and egress to the site to the satisfaction of the City Engineer which shall include a protected right-hand turn lane and other measures as required.</li> </ul> <p>An endorsed copy of the plan shall form part of this permit.</p>	✓	<p>This is an original permit condition that was complied with in 1994. The latest set of amended endorsed plans showing the cell progression were endorsed on 1 May 2017.</p>
2	<p>The layout of the site and the size of the proposed buildings and works as shown on the endorsed plan shall not be altered or modified (whether or not in order to comply with any Statute, Statutory Rule, By-Law or for any other reason) without the consent in writing of the Responsible Authority.</p>	✓	<p>The site has been developed in accordance with the endorsed plans.</p>
3	<p>The wastes deposited shall consist only of the following components:-</p> <ul style="list-style-type: none"> <li>(a) domestic garbage;</li> <li>(b) solid inert waste;</li> <li>(c) putrescible waste (other than domestic garbage);</li> <li>(d) other wastes not specifically excluded by the approved elutriation test for contamination limit criteria that are approved by the EPA.</li> </ul>	✓	<p>Compliant.</p> <p>There is also an annual EPA audit in relation to the operating license and an annual performance statement confirming compliance with these aspects.</p>
4	<p>Notwithstanding the preceding condition, the following wastes shall not be deposited on the site:-</p> <ul style="list-style-type: none"> <li>(a) soluble chemical wastes;</li> <li>(b) hazardous waste;</li> <li>(c) liquid wastes;</li> <li>(d) domestic grease trap waste;</li> <li>(e) wastes specified by the Environment Protection (Prescribed Waste) Regulations 1987.</li> </ul>	✓	<p>Compliant</p> <p>All wastes are deposited in accordance with the EPA license which is audited annually.</p>
5	<p>(a) Without the prior written consent of the Responsible Authority, the receipt of rubbish and waste and recyclable material in both the landfill and transfer station shall only be between the following hours:</p> <ul style="list-style-type: none"> <li>• Monday to Friday: 7:00am to 6:00pm</li> <li>• Monday to Sunday: 24 Hours (commercial customers only).</li> <li>• Saturday: 7:00am to 6:00pm</li> <li>• Sundays &amp; Public Holidays: 8:00am to 6:00pm</li> </ul> <p>(b) Without the prior written consent of the Responsible</p>	✓	<p>Compliant</p> <p>24 hour operations have not yet commenced.</p>

	<p>Authority, the movement of landfill material or use of land fill machinery on any part of the site within 200 metres of a boundary must only be undertaken between the following hours:</p> <ul style="list-style-type: none"> <li>Monday to Saturday: 7:00am to 6:00pm</li> </ul>		
6	<p>(a) The holder of this permit shall ensure that those persons responsible for the day to day operations at the site are familiar with the conditions of this permit and any licence issued by the Environment Protection Authority under the provisions of the Environment Protection Act 1970.</p> <p>(b) A copy of this permit and any such licence shall be displayed in the site office.</p>	✓	Compliant
7	A competent operator shall be present during times of operation to, inter alia, use and maintain in good conditions suitable machinery and equipment on the site to efficiently carry out the use hereby permitted.	✓	Compliant
8	A full competent supervisor/manager shall be present during times of operation in order to supervise the site and ensure that operating standards, permit and licence conditions are met by the operator at all times.	✓	Compliant
9	The main items of plant, compactor and dozer shall be at all times maintained in good condition and specifically equipped to operate the tip.	✓	<p>Compliant.</p> <p>The operators employ a maintenance program with spare compactor and dozer on site, whilst an external inspection of all plant is conducted annually.</p>
10	Such road cleaning machines and water tankers for dust suppression shall be provided as required and to the satisfaction of the Responsible Authority.	✓	<p>Compliant.</p> <p>There are two water carts and a contract street sweeper available as needed.</p>
11	<p>(a) The site shall be manned at all times when it is open for the reception of wastes.</p> <p>(b) All wastes, other than wastes for recycling, shall be deposited in layers, each not exceeding a vertical height of 2 metres.</p> <p>(c) The length of the tipping face shall not exceed 50 metres.</p> <p>(d) Every layer of waste deposited in the landfill shall be evenly and properly consolidated by mechanical plant.</p> <p>(e) All wastes other than wastes for recycling shall be covered by a layer of earth not less than 150mm in depth on a daily basis.</p> <p>(f) Not less than once a week, all exposed wastes other than wastes for recycling shall be covered by a layer of earth not less than 300mm in depth.</p> <p>(g) No putrescible wastes or domestic garbage shall be deposited into water.</p> <p>(h) Large metal articles for burial in the landfill shall be compacted.</p> <p>(i) Compacted metal articles and rubber tyres shall be deposited at the base of the tipping area.</p>	✓	<p>Compliant</p> <p>The operation does not take any steel and takes very little recycling. The EPA do not allow tyres to be landfilled and the case layer cannot contain metals that can pierce the capping.</p> <p>The EPA have also changed their requirements to an area of 1250m<sup>2</sup> in lieu of a vertical height of 2m and tipping face of 50m, which they monitor by drones.</p> <p>Wind blown litter is typically caught in nets or on the chain wire mesh fence, however litter crews undertake daily inspections to collect any litter that slips through.</p>

	<p>(j) Adequate cover material for at least two weeks' operation shall be stored and be readily available on the site.</p> <p>(k) All putrescible wastes (including collected garbage) deposited in the landfill shall be deposited at the base of the tipping area and covered immediately with a layer of earth and other dense and incombustible material so that no putrescible wastes are exposed.</p> <p>(l) No waste shall be permitted to discharge beyond the boundaries of the site.</p> <p>(m) Stormwater and groundwater accumulated on the site shall only be disposed of off-site with the written permission of Melbourne Water.</p> <p>(n) All surface drainage shall be diverted away from those portions of the site which have been or are being used for the deposit of wastes.</p> <p>(o) No leachate, including stormwater or groundwater shall be permitted to pond on the surface of the landfill but shall be conducted to a leachate holding pond.</p> <p>(p) The leachate holding pond shall at all times be maintained so as to prevent any discharge through the bed or banks.</p> <p>(q) The leachate holding pond shall at all times be operated and maintained so that the banks are:-</p> <ul style="list-style-type: none"> <li>(i) stable, and</li> <li>(ii) have a freeboard of not less than one metre.</li> </ul> <p>(r) No material shall be offered for sale on the site other than from designated recycling areas.</p>		
12	<p>(a) Control measures shall be maintained to ensure that site operations to not result in dust emissions that cause offence to human beings in residential areas or in adjacent public spaces.</p> <p>(b) All practicable measure shall be taken by the permit holder to minimise dust emissions arising from the operations of the landfill.</p> <p>(c) Dust arising from the landfill operation shall be minimised by regular light watering down of internal access road surfaces as required.</p>	✓	<p>Compliant</p> <p>There are two water carts on site for dust management, as well as dust monitoring through the use of dust deposition gauges that are checked quarterly and measure directional dust (ie. whether produced on site or off site).</p>
13	A program for the monitoring and control of rodents and insect pests shall be established and maintained to the completion of tipping operations to the satisfaction of the Environment Protection Authority.	✓	<p>Rentokil are contracted for this service.</p> <p>This is part of the EPA Approved Monitoring Plan</p>
14	The operator shall implement measures to minimise bird numbers attracted to the subject land (by waste disposal operations or areas of ponded water) by control techniques to reduce birds at landfill sites as outlined in the Draft State Environmental Protection Policy- EPA publication No. 265 "The Siting and Management of Landfills Receiving Municipal Waste" or other acceptable measures, to the satisfaction of the Responsible Authority.	✓	<p>Compliant</p> <p>Simply covering waste minimises bird numbers and birds cannot be killed or culled and scare guns prove ineffective and create more amenity impacts associated with sound.</p>

15	<p>(a) Fires shall not be lit on the site.</p> <p>(b) In the event of a fire occurring at the landfill:-</p> <ul style="list-style-type: none"> <li>(i) the permit holder shall take prompt action to extinguish the fire;</li> <li>(ii) the permit holder shall immediately notify the Environment Protection Authority;</li> <li>(iii) the permit holder shall submit to the Environment Protection Authority within 14 days of the fire a written report detailing the date, time, location and suspected cause of the fire and when it was extinguished.</li> </ul> <p>(c) A water supply main and hydrant with distribution facilities shall be established to the requirements of the Country Fire Authority and shall be capable of deployment to any part of the site for fire fighting purposes.</p>	✓	<p>Compliant</p> <p>No fires are lit on site and immediate reporting to the EAP is needed where they occur.</p> <p>The multiple tankers on site, multiple ponds and additional quarry tanker are all to the CFA's satisfaction.</p>
16	The entrance to the site shall during the hours of darkness be adequately lit to the satisfaction of the Responsible Authority.	✓	Compliant. There is an existing light which is now being upgraded and under construction to improve visibility at night. In accordance with condition 52, a new light and pole have been ordered, base and rag bolt assembly poured, electricals 75% complete and aiming to be operational in the next few months.
17	The entrance road within the site shall be sealed with an all-weather seal to the weighbridge and waste transfer station. All other internal roads shall provide an all-weather access and shall be regularly maintained.	✓	Compliant
18	Litter screens shall be erected around the active tipping area as required and to the satisfaction of the Responsible Authority.	✓	<p>Compliant.</p> <p>Portable screens within cell, and fences erected outside cells.</p>
19	A fence of a type and construction approved by the Responsible Authority shall be erected around the perimeter of the site so as to prevent both unauthorised access to the land and the escape of waste materials onto adjoining land.	✓	<p>Compliant.</p> <p>1.8M cyclone mesh fence around site boundaries.</p>
20	<p>(a) All fences and gates shall be maintained to restrict the entry of unauthorised persons, and to prevent paper and other light materials from being blown from the site.</p> <p>(b) All fences shall be maintained and kept clean.</p> <p>(c) All gates shall be kept locked except during official operating times.</p> <p>(d) All litter arising from the operations of the site shall, at all times, be confined within the boundaries of the site.</p> <p>(e) A daily program of litter collection shall be conducted on all site boundaries to ensure that all</p>	✓	<p>Compliant.</p> <p>Manager inspects daily and litter crew also on site daily which is an employment scheme for people with a disability</p>



	site fencing is kept clean.		
21	The operator under this permit shall take all reasonable steps to ensure that there will be no deposit of waste outside the subject site.	✓	Compliant
22	The landfill shall be progressively filled and restored in stages, as indicated on the endorsed plan.	✓	Compliant.  Rehabilitation plan in place and operating. Cells capped up to Cell 9. Cell 10 capping to go to tender this year.
23	Groundwater monitoring (including monitoring by leachate piezometers) shall be carried out to the satisfaction of the Environment Protection Authority.	✓	Compliant.  Program in place, in conformity to EMP and independently audited annually.
24	Methane gas monitoring, collection and disposal shall be carried out to the satisfaction of the Responsible Authority with the gas monitoring probes agreed following consultation with the EPA.	✓	Compliant  Cells drilled for gas collection and reported quarterly to EPA. 7.7 Mw installed and landfill gas flares are in place if required for emergencies. Methane gas production put back in the grid and powers anywhere between 10,000 and 30,000 houses annually.
25	The permit holder shall keep a written record of complaints received in writing, concerning the operation of the landfill. Complainants should be asked to submit their complaint in writing. Such record shall include the following details:- (a) name and address of complainant; (b) date and time of complaint; (c) location from which complaint arose; (d) prevailing wind conditions at the time; (e) the likely cause of the complaint; and (f) action taken by the permit holder.	✓	Compliant.  Any complaints recorded on HLS server, and reported formally to EPA.
26	Identification signs indicating hours of operation, acceptable waste, prohibited wastes, recycling facilities and stating that open burning is prohibited shall be erected at the landfill entrance. Prior to the erection of such signage, plans of the sign shall be submitted to and approved by the Responsible Authority.	✓	Compliant
27	The establishment of a garden waste composting facility shall be subject to a separate plan being approved showing all proposed facilities for such an activity.	✓	Compliant  Although noted that this is not applicable.
28	The proposed tipping operation shall be at all times separated from the continually expanding extractive industry operating on the same site.	✓	Compliant  This is separately required by the Work Authority and is therefore compliant.
29	Prior to the commencement of the activity approved the existing extractive industry licence shall be modified to allow the landfill operation.	✓	Compliant and no longer required in the permit
<b>Melbourne Water</b>			

30	Details shall be forwarded showing the proposed methods for drainage of the area. Such methods shall include gross pollution and litter traps, possible wet land concept and soft engineering techniques.	✓	Original 1994 condition and Compliant.
31	The existing culverts for the Melbourne Water watercourses shall need to be investigated and possibly upgraded.	✓	Original 1994 condition and Compliant.
32	Written approval from the Environmental Protection Authority shall be forwarded for all discharges entering Melbourne Water's watercourses directly or indirectly via a local drainage system.	✓	Original 1994 condition and Compliant.
33	During all construction of the landfill cells, measures shall be taken to control runoff from the land. Such measures shall ensure that polluted and/or sediment laden runoff does not enter any watercourse under Melbourne Water's control directly or indirectly via a local drainage system. Plans showing such measures shall be submitted for consideration and approval.	✓	Original 1994 condition and Compliant.
34	Any proposed stormwater connection/s to these watercourses shall require the separate written approval from Melbourne Water.	✓	Original 1994 condition and Compliant.
35	A permanent screen of trees and shrubs indigenous to the area shall be planted so as to provide an effective visual screen and shall thereafter be maintained to the satisfaction of the Responsible Authority.	✓	Original 1994 condition and Compliant.  Additional planting to occur to the eastern boundary and also around the entire site longer term.
<b>EPA</b>			
36	The permit shall not have any effect until a Works Approval has been issued by the Environment Protection Authority under the Environment Protection Act 1970 for the development.	✓	Original 1994 condition and Compliant.
37	In the event of any inconsistency between conditions and requirements of this permit and the conditions of any Works Approval and Licence issued by the Environment Protection Authority under the provisions of the Environment Protection Act 1970, the conditions and requirements of such Works Approval and Licence shall prevail.	✓	Compliant.
38	The landfill must be ready to operate to the satisfaction of the Responsible Authority 12 months after notice is given by the Northern Region Waste Management Group that the site is required or in any event no later than 9 May 2001. In the event that these timelines are not satisfied the permit shall lapse, however, Council may grant an extension of time at the request of the permit holder.	✓	Original 1994 condition and Compliant.  This clause is no longer necessary in the Planning Permit.
39	Nuisance dust and/or nuisance airborne particles must not be discharged or emitted beyond the boundaries of the premises.	✓	Compliant.  Two Watercarts available and tipping occurring below grade where possible. Dust monitoring is part of the EPA Monitoring Plan.
40	All development and use of the premises involving the emission of dust and other air quality indicators must comply	✓	Compliant.

	with the State Environment Protection Policy (Air Quality Management).		Quarterly Testing and reporting conforms to approved monitoring plan
41	Effective noise levels from the use of the premises must comply with the requirements of the State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1.	✓	Compliant.  Quarterly Testing and reporting conforms to approved monitoring plan. We have also modified equipment, and moved “early morning” tipping to lower cell levels.
42	Odours offensive to the senses of human beings must not be discharged, emitted or released beyond the boundaries of the premises.	✓	Compliant.  Part of EPA License.
43	Surface water discharge from the premises must not be contaminated with waste.	✓	Compliant.  Part of EPA License.
44	Pollution control devices must be installed to prevent the transportation of waste to the environment and stormwater system.	✓	Compliant.  Part of EPA License.
45	A secondary containment system must be provided for liquids which if spilt are likely to cause pollution or pose an environmental hazard, in accordance with the EPA Publication 347.1 Bunding Guidelines 2015 or as amended.	✓	Compliant.  Waste oil area bunded, leachate storage tank bunded, fuel tanks are double skinned.
46	The permit holder must not contaminate land or groundwater.	✓	Compliant.  3 yearly landfill operations audit undertaken by EPA monitors groundwater contamination.
47	The following areas must be constructed of impervious, concrete or some other durable material, to the satisfaction of the Responsible Authority: <ul style="list-style-type: none"> <li>• vehicle paths and parking</li> <li>• loading and unloading</li> <li>• recycling operation</li> <li>• storage</li> </ul>	✓	Compliant.  Relates to the transfer station.
48	Combustible recyclable and waste material, as defined in the guideline Management and Storage of Combustible Recyclable and Waste Materials, EPA publication 1667 or as amended, must only be stored for transfer, sale, sorting, reuse, recycling, reprocessing or energy recovery.	✓	Compliant.
49	All recyclable and waste material must be managed and stored on site in a manner that minimises risks to human health and environment from fire and in accordance with the guideline Management and Storage of Combustible Recyclable and Waste Materials, EPA Publication 1667, or as amended.	✓	Compliant.
<b>Council</b>			
50	The internal access to and from the relocated Waste Transfer Station must utilise the existing access point to Bridge Inn Road for both entry and exit to and from Bridge Inn Road. There must be no additional access provide to or from Bridge Inn Road.	✓	Compliant.

51	<p>Prior to the commencement of the use of the relocated and upgraded Waste Transfer Station commencing, the intersection with Bridge Inn Road and the access to and from the Waste Transfer Station (landfill) must be remodelled and signalised at no cost to the Responsible Authority and to the satisfaction of VicRoads, in accordance with Functional Layout Plans to be submitted to and approved by the Responsible Authority. All works and the signalisation must then be in accordance with Engineering Construction Plans.</p> <p>The signalised intersection must be constructed and operational prior to the use of the Waste Transfer Station commencing and at no cost to Council. Opportunities for supporting funding for the signalisation works will be explored by Council, however must not be relied upon.</p>	✓	<p>Traffic studies under way for intersection design. Intersection concept brief awarded, detailed design to follow.</p>
52	<p>Additional street lighting and lighting at the transfer station access point from Bridge Inn Road must be installed and be operational to the requirements and satisfaction of the Responsible Authority before the 24 hour use commences and before the use of the relocated and upgraded Waste Transfer Station commences.</p>	✓	<p>Under construction. Light and pole ordered, base and rag bolt assembly poured, electricals 75% complete, should be operational in coming months.</p>
53	<p>Before the 24 hour use commences a barrier adjacent to the northern and eastern boundary of the fill area of the site must be erected so as to prevent disturbance to any residents to the north and west of the site arising from glare from headlights of vehicles and trucks. The barrier may be permanent or movable so as to be relocated as required as the location of the fill area is changed from time to time. Plans of the barrier including location(s), materials, height and profile to demonstrate its effectiveness of preventing headlight disturbance to any adjoining or opposite resident must be submitted to and approved by the Responsible Authority.</p>	✓	<p>Construction of barrier has commenced, using local sourced clean fill. Tipping before 7a.m. is located in the lower cells levels to avoid nuisance to neighbours.</p>
54	<p>In order to offset the removal of native vegetation (patch, scattered trees or re-vegetation) approved as part of this permit, the applicant must provide a native vegetation offset that is in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017) and the native vegetation gain scoring manual Version 2 (DELWP 2017). The offset must also contribute a gain of the required general habitat units to be located within the boundary of the Whittlesea municipality or the Port Phillip and Westernport Catchment Management Authority area, and have a strategic score of at least 80 per cent of the removal site. Before any native vegetation is removed, evidence that an offset has been secured must be provided to the satisfaction of the responsible authority.</p>	✓	<p>No vegetation removed from the Transfer Station location. Offsets will be sought for native vegetation removal.</p>
55	<p>Before the commencement of 24 hour operations, the permit holder must prepare an Operational Management Plan to be submitted to and approved by the Responsible Authority. The plan must include:</p> <p>(a) Measures to communicate to the public the mechanism for making a query or complaint; including telephone number and email contact for complaints, telephone number and email address</p>	✓	<p>Will be completed and submitted prior to any 24 hr operations.</p> <p>All complaints are detailed in annual performance statement submitted to EPA, and signed by Hanson Australia CEO.</p>

	<p>(where available) for complaints and queries made to Council.</p> <p>(b) Measures for the tabular recording of complaint information in a register of complaints for each complaint received, including the complainant's name and address, a receipt number for each complaint which is to be communicated to the complainant, the time and description of the complainant's concerns.</p> <p>(c) The processes of investigation to resolve the complaint and remediation measures and outcomes as to how the complaint was resolved.</p> <p>(d) The complaint information recorded be provided to the Responsible Authority at its request when such information is reasonably required for enforcement of the conditions of this permit.</p> <p>(e) A report including a reference map of complaint locations, and outlining complaints, investigation and remediation actions is to be provided to the Responsible Authority on an annual basis and must be to the satisfaction of the Responsible Authority.</p> <p>The plan must be implemented for the duration of the 24 hour operation of the landfill function and the operation of the Waste Transfer Station.</p>		
56	<p>Bridge Inn Road along the frontage (abuttal) of the site must be checked on a daily basis for any mud or other material deposited on the road by any vehicles leaving the site. Any mud or other materials deposited on road as a result must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.</p>	✓	<p>Hanson has engaged contractor to sweep BIR daily. Safety risk assessments by sweeping companies, dictate sweeping at night. Hanson is proactively working to stop this issue at the source. New quarry wheelwash is almost completed, landfill has upgraded landfill wheelwash, and brought second watercart and broom to site.</p>
57	<p>A report must be submitted to the Responsible Authority on a three monthly basis (or as otherwise requested by the Responsible Authority) to provide a detailed assessment of the extent of compliance the uses on the site are having with conditions of this Permit.</p>	✓	<p>Compliant</p> <p>Will be submitted quarterly.</p>



### 6.1.5 REVIEW OF COUNCIL DELEGATION TO STAFF

**Attachments:**

1	Delegations to Members of Staff - Marked-Up <a href="#">↓</a>
2	Delegations to Members of Staff - Final <a href="#">↓</a>

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Team Leader Governance

### RECOMMENDATION SUMMARY

It is recommended that Council:

1. Delegate to the members of Council staff holding, acting in or performing the duties of the positions referred to in the attached Instrument of Delegation to members of Council staff, the powers, duties and functions set out in that Instrument;
2. Commence operation of the Instrument immediately upon the common seal of Council being affixed to the Instrument;
3. Revoke all previous delegations to members of Council staff (other than the Chief Executive Officer) on the coming into force of the Instrument; and
4. Require the duties and functions set out in the Instrument to be performed, and the powers set out in the Instrument to be executed, in accordance with any guidelines or policies of Council that may from time to time be adopted.

### KEY FACTS AND/OR ISSUES

- This Instrument of Delegation was last reviewed and adopted by Council on 4 September 2018.
- This Instrument only deals with Acts and Regulations that require a direct delegation from Council to officers.
- Most of the changes relate to position titles that changed following organisational realignments. The legislative amendments are minor and relate only to the *Domestic Animals Act 1994*, *Local Government Act 1989* and *Road Management Act 2004*.
- The Instrument does not include delegations from Council to the Chief Executive Officer.
- The updated delegations will facilitate Council's decision-making processes by ensuring that Council officers are delegated appropriate powers to effectively carry out their duties.



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**REPORT**

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**BACKGROUND**

Where Council acts through members of Council staff, this is formalised through written 'Instruments of Delegation'. The *Local Government Act 1989*, as well as other legislation, make express provision for the appointment of delegates to act on behalf of Council and a decision of the delegate, once made, is for all legal purposes a decision of the Council.

This Instrument was last reviewed and adopted by Council on 4 September 2018 and deals with Acts and Regulations that require direct delegations to officers.

The Instrument does not include delegations from Council to the Chief Executive Officer. The Instrument of Delegation to the Chief Executive Officer was last reviewed by Council in December 2018.

**PROPOSAL**

Legislative references in the Instrument needed to be updated and are now current to 30 June 2019. The amendments largely relate to position titles that have resulted from organisational realignments noting that delegations are to positions and not to individuals.

A marked-up copy of the Instrument highlighting the legislative changes is attached. (Refer Attachment 1). Changes in position titles are not shown in the marked-up version as the number of changes were extensive. A clean copy of the Instrument is also attached. (Refer Attachment 2).

*Legislative Amendments*

The legislative changes are summarised below:

## Deleted provisions

- The function of processing a dangerous dog declaration under s.35(2) and the power to destroy a dog under section s.84P of the ***Domestic Animals Act 1994*** have been deleted from this Instrument and added to the Instrument of Delegation from the CEO to staff as they do not require a direct delegation from Council.

## New Provisions

- The power to declare and levy a cladding rectification charge under s.185L of the ***Local Government Act 1989***; and
- The duty to conduct a review of the road management plan at prescribed intervals under s.54(5), the power to amend the road management plan under s.54(6) and the duty to incorporate the amendments into the road management plan under s.54(7) of the ***Road Management Act 2004***.

*Delegation Protocols*

The revised Instrument will ensure that officers are delegated appropriate powers to carry out their duties and that delegations are made to the lowest competent level in the organisation. This will streamline decision-making processes while ensuring accountability.

Some delegated powers have limitations and conditions which are recorded in the Instrument. Council also has the option of putting in place policies and guidelines under which certain delegations are exercised.

Delegations are made to positions and not to individuals. This ensures that delegations do not become obsolete or ineffective in the event of a position being vacant or a delegate being absent on leave. In these instances, their delegated powers are automatically transferred to staff acting in their position.

It should be noted that Councillors must not direct, or seek to direct, a member of Council staff in the exercise of a delegated power, or the performance of a delegated duty or function of the Council.

#### *Conflict of Interest Disclosures by Delegates*

The *Local Government Act 1989* imposes obligations on members of Council staff who have delegated powers to act impartially and with integrity including avoiding conflicts of interest.

A Council delegate is prohibited from exercising a Council power, duty or function if they have a conflict of interest in a matter and must disclose the type and nature of the interest to the Chief Executive Officer.

### **CONSULTATION**

No public consultation was required in relation to this Instrument.

Relevant Council Departments were consulted on the revised Instrument.

### **FINANCIAL IMPLICATIONS**

The cost of amending this Instrument of Delegation is included within relevant operational budgets.

### **CRITICAL DATES**

It is proposed that the revised Instrument comes into force once the common seal is affixed to the Instrument.

### **POLICY STRATEGY AND LEGISLATION**

This review is carried out in accordance with section 98 of the *Local Government Act 1989*.

### **LINK TO STRATEGIC RISKS**

**Strategic Risk** *Governance - Management - Ineffective governance of Council's operations and activities by Management resulting in either a legislative or policy breach*

### **LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN**

<b>Whittlesea 2040 Goal</b>	<b>Enabling the vision</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Making it happen</b>
<b>Strategic Objective</b>	<b>Our Council explores and adopts best practice models</b>
<b>Council Priority</b>	<b>Organisational Sustainability</b>

### **DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the *Local Government Act 1989* officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

### **CONCLUSION**

It is recommended that the revised Instrument of Delegation be adopted by Council. The updated delegations will facilitate Council's decision-making processes by ensuring that the relevant Council officers have the appropriate powers to effectively carry out their Council duties.

**RECOMMENDATION**

THAT Council, in accordance with section 98(1) of the *Local Government Act 1989* and the other legislation referred to in the attached instrument of delegation, resolve to:

1. Delegate to the members of Council staff holding, acting in or performing the duties of the positions referred to in the attached Instrument of Delegation to Members of Council staff, the powers, duties and functions set out in that Instrument;
2. Commence operation of the Instrument immediately upon the common seal of Council being affixed to the Instrument;
3. Revoke all previous delegations to members of Council staff (other than the Chief Executive Officer) on the coming into force of the Instrument; and
4. Require the duties and functions set out in the Instrument to be performed, and the powers set out in the Instrument to be executed, in accordance with any guidelines or policies of Council that may from time to time be adopted.

**COUNCIL RESOLUTION**

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



# **Instrument of Delegation**

## **from Council to**

### **Members of Council Staff (S6)**

**6 August 2019**

**Marked-up Version**

**Instrument of Delegation from Council to Members of Council Staff**

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## Instrument of Delegation from Council to Members of Council Staff

### Preamble

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

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

#### POSITION TITLES

<b>"ASOS"</b>	<b>means Administration Support Officer Subdivisions</b>
<b>"CEO"</b>	<b>means Chief Executive Officer</b>
<b>"Council"</b>	<b>means Whittlesea City Council</b>
<b>"CSLUP"</b>	<b>means Coordinator Strategic Land Use Planning</b>
<b>"DCRS"</b>	<b>means Director Corporate Services</b>
<b>"DCS"</b>	<b>means Director Community Services</b>
<b>"DCTP"</b>	<b>means Director City Transport &amp; Presentation</b>
<b>"DPPE"</b>	<b>means Director Partnerships, Planning &amp; Engagement</b>
<b>"EHO"</b>	<b>means Environmental Health Officer</b>
<b>"EIO"</b>	<b>means Environmental Investigation Officer</b>
<b>"MBP"</b>	<b>means Manager Building &amp; Planning</b>
<b>"MBS"</b>	<b>means Municipal Building Surveyor</b>
<b>"MCDT"</b>	<b>means Manager City Design &amp; Transport</b>
<b>"MCP"</b>	<b>means Manager City Presentation</b>
<b>"MCSA"</b>	<b>means Manager City Safety &amp; Amenity</b>
<b>"MCW"</b>	<b>means Manager Community Wellbeing</b>
<b>"MFA"</b>	<b>means Manager Finance &amp; Assets</b>
<b>"MG"</b>	<b>means Manager Governance</b>
<b>"MPRV"</b>	<b>means Manager Property, Rates and Valuations</b>
<b>"MSPED"</b>	<b>means Manager Strategic Planning &amp; Economic Development</b>
<b>"PEO"</b>	<b>means Planning Enforcement Officer</b>
<b>"PP"</b>	<b>means Principal Planner</b>
<b>"PSO"</b>	<b>means Planning Support Officer</b>
<b>"SP"</b>	<b>means Senior Planner</b>
<b>"SPO"</b>	<b>means Senior Property Officer</b>
<b>"SSO"</b>	<b>means Senior Subdivision Officer</b>
<b>"TLGADA"</b>	<b>means Team Leader Growth Areas Development Assessment</b>
<b>"TLHS"</b>	<b>means Team Leader Health Services</b>
<b>"TLPOAP"</b>	<b>means Unit Leader Parks Operations &amp; Asset Management</b>
<b>"TLPE"</b>	<b>means Team Leader Planning Enforcement</b>
<b>"TLSA"</b>	<b>means Team Leader Subdivision Approvals</b>
<b>"TLSP"</b>	<b>means Team Leader Statutory Planning</b>

## Instrument of Delegation from Council to Members of Council Staff

### GROUP TITLES

<b>“SPEG”</b>	<b>means Specific Planning Enforcement Group and includes the following:</b>
<b>“DPPE”</b>	<b>means Director Partnerships, Planning &amp; Engagement</b>
<b>“MBP”</b>	<b>means Manager Building &amp; Planning</b>
<b>“TLPE”</b>	<b>means Team Leader Planning Enforcement</b>
<b>“PEO”</b>	<b>means Planning Enforcement Officer</b>
<b>“SPG”</b>	<b>means Specific Planning Group and includes the following:</b>
<b>“DPPE”</b>	<b>means Director Partnerships, Planning &amp; Engagement</b>
<b>“MBP”</b>	<b>means Manager Building &amp; Planning</b>
<b>“MSPED”</b>	<b>means Manager Strategic Planning &amp; Economic Development</b>
<b>“PO”</b>	<b>means Planning Officer</b>
<b>“PP”</b>	<b>means Principal Planner</b>
<b>“PPGADA”</b>	<b>means Principal Planner Growth Area Development Assessment</b>
<b>“SP”</b>	<b>means Senior Planner</b>
<b>“TLGADA”</b>	<b>means Team Leader Growth Areas Development Assessment</b>
<b>“TLSP”</b>	<b>means Team Leader Statutory Planning</b>
<b>“SSG”</b>	<b>means Specific Subdivision Group and includes the following:</b>
<b>“ASOS”</b>	<b>means Administration Support Officer Subdivisions</b>
<b>“DPPE”</b>	<b>means Director Partnerships, Planning &amp; Engagement</b>
<b>“MBP”</b>	<b>means Manager Building &amp; Planning</b>
<b>“SO”</b>	<b>means Subdivision Officer</b>
<b>“SSO”</b>	<b>means Senior Subdivision Officer</b>
<b>“TLGADA”</b>	<b>means Team Leader Growth Area Development Assessment</b>
<b>“TLSA”</b>	<b>means Team Leader Subdivision Approvals</b>
<b>“TLSP”</b>	<b>means Team Leader Statutory Planning</b>
<b>“STLG”</b>	<b>means Specific Team Leaders Group and includes the following:</b>
<b>“CSLUP”</b>	<b>means Coordinator Strategic Land Use Planning</b>
<b>“TLGADA”</b>	<b>means Team Leader Growth Areas Development Assessment</b>
<b>“TLSP”</b>	<b>means Team Leader Statutory Planning</b>
<b>“TLSA”</b>	<b>means Team Leader Subdivision Approvals</b>
<b>“TLPE”</b>	<b>means Team Planning Enforcement</b>

3. declares that:

3.1 this Instrument of Delegation is authorised by a resolution of Council passed on 6 August 2019 and

3.2 the delegation:

3.2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;

3.2.2 remains in force until varied or revoked;

3.2.3 is subject to any conditions and limitations set out in sub-paragraph 3.3, and the Schedule; and



## Instrument of Delegation from Council to Members of Council Staff

- 3.2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
- 3.3 the delegate must not determine the issue, take the action or do the act or thing:
- 3.3.1 if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council; or
- 3.3.2 if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a
- (a) policy; or
- (b) strategy
- adopted by Council; or
- 3.3.3 if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of s 98(1)(a)-(f) (inclusive) of the Act or otherwise; or
- 3.3.4 the determining of the issue, the taking of the action or the doing of the act or thing is already the subject of an exclusive delegation to another member of Council staff.

**DATED** the 6<sup>th</sup> day of August 2019

**THE COMMON SEAL of** )  
**WHITTLESEA CITY COUNCIL** )  
 was affixed in the presence of: )

..... Mayor

..... Chief Executive Officer

## Instrument of Delegation from Council to Members of Council Staff

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**Instrument of Delegation from Council to Members of Council Staff**

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**S C H E D U L E**

## Instrument of Delegation from Council to Members of Council Staff

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## Instrument of Delegation from Council to Members of Council Staff

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### I N D E X

#### Acts and Regulations Delegated

- Cemeteries and Crematoria Act 2003
- Domestic Animals Act 1994
- Environment Protection Act 1970
- Food Act 1984
- Heritage Act 2017
- Local Government Act 1989
- Planning and Environment Act 1987
- Rail Safety (Local Operations) Act 2006
- Residential Tenancies Act 1997
- Road Management Act 2004
- Cemeteries and Crematoria Regulations 2015
- Planning and Environment Regulations 2015
- Planning and Environment (Fees) Regulations 2016
- Road Management (General) Regulations 2016
- Road Management (Works and Infrastructure) Regulations 2015

# Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 8(1)(a)(ii)	Power to manage one or more public cemeteries	Council in its capacity as the Trustee	Where Council is a Class B cemetery trust
s 12(1)	Function to properly and efficiently manage and maintain each public cemetery for which responsible and carry out any other function conferred under this Act	SPO, TLPOAP	Where Council is a Class B cemetery trust
s 12(2)	Duty to have regard to the matters set out in paragraphs (a) - (c) in exercising its functions	SPO, TLPOAP	Where Council is a Class B cemetery trust
s 12A(1)	Function to do the activities set out in paragraphs (a) - (n)	SPO, TLPOAP	Where Council is a Class A cemetery trust
s 12A(2)	Duty to have regard to matters set out in paragraphs (a) - (e) in exercising its functions	SPO, TLPOAP	Where Council is a Class A cemetery trust
s 13	Duty to do anything necessary or convenient to enable it to carry out its functions	SPO, TLPOAP	
s 14	Power to manage multiple public cemeteries as if they are one cemetery.	Council in its capacity as the Trustee	
s 15(1) and (2)	Power to delegate powers or functions other than those listed	DCRS	
s 15(4)	Duty to keep records of delegations	SPO, TLPOAP	
s 17(1)	Power to employ any persons necessary	Council in its capacity as the Trustee	
s 17(2)	Power to engage any professional, technical or other assistance considered necessary	Council in its capacity as the Trustee	
s 17(3)	Power to determine the terms and conditions of employment or engagement	Council in its capacity as the Trustee	Subject to any guidelines or directions of the Secretary
s 18(3)	Duty to comply with a direction from the Secretary	DCRS	
s 18B(1) & (2)	Duty to establish governance committees within 12 months of becoming a Class A cemetery trust and power to establish other governance committees from time to time	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18C	Power to determine the membership of the governance committee	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 18D	Power to determine procedure of governance committee	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(1)(b)	Power to appoint any additional community advisory committees	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(2)	Duty to establish a community advisory committee under section 18D(1)(a) within 12 months of becoming a Class A cemetery trust.	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(3)	Duty to include a report on the activities of the community advisory committees in its report of operations under Part 7 of the Financial Management Act 1994	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18H(1)	Duty to hold an annual meeting before 30 December in each calendar year	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s.18J	Duty to provide leadership, assistance and advice in relation to operational and governance matters relating to cemeteries (including the matters set out in s 18J(2))	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 19	Power to carry out or permit the carrying out of works	SPO, TLPOAP	
s 20(1)	Duty to set aside areas for the interment of human remains	SPO, TLPOAP	
s 20(2)	Power to set aside areas for the purposes of managing a public cemetery	SPO, TLPOAP	
s 20(3)	Power to set aside areas for those things in paragraphs (a) - (e)	SPO, TLPOAP	
s 24(2)	Power to apply to the Secretary for approval to alter the existing distribution of land	Council in its capacity as the Trustee	
s 36	Power to grant licences to enter and use part of the land or building in a public cemetery in accordance with s 36	SPO, TLPOAP	Subject to the approval of the Minister
s 37	Power to grant leases over land in a public cemetery in accordance with s 37	SPO, TLPOAP	Subject to the Minister approving the purpose

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 40	Duty to notify Secretary of fees and charges fixed under s 39	DCRS	
s 47	Power to pay a contribution toward the cost of the construction and maintenance of any private street adjoining or abutting a cemetery	Council in its capacity as the Trustee	Provided the street was constructed pursuant to the Local Government Act 1989
s 57(1)	Duty to submit a report to the Secretary every financial year in respect of powers and functions under the Act	DCRS	Report must contain the particulars listed in s 57(2)
s 59	Duty to keep records for each public cemetery	SPO, TLPOAP	
s 60(1)	Duty to make information in records available to the public for historical or research purposes	SPO, TLPOAP	
s 60(2)	Power to charge fees for providing information	DCRS	
s 64(4)	Duty to comply with a direction from the Secretary under s 64(3)	DCRS	
s 64B(d)	Power to permit interments at a reopened cemetery	SPO, TLPOAP	
s 66(1)	Power to apply to the Minister for approval to convert the cemetery, or part of it, to a historic cemetery park	SPO, TLPOAP	The application must include the requirements listed in s 66(2)(a)-(d)
s 69	Duty to take reasonable steps to notify of conversion to historic cemetery park	SPO, TLPOAP	
s 70(1)	Duty to prepare plan of existing places of interment and make a record of any inscriptions on memorials which are to be removed	SPO, TLPOAP	
s 70(2)	Duty to make plans of existing place of interment available to the public	SPO, TLPOAP	
s 71(1)	Power to remove any memorials or other structures in an area to which an approval to convert applies	SPO, TLPOAP	
s 71(2)	Power to dispose of any memorial or other structure removed	SPO, TLPOAP	
s 72(2)	Duty to comply with request received under s 72	SPO, TLPOAP	



## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 76(3)	Duty to allocate a piece of interment if an unallocated right is granted	SPO, TLPOAP	
s 77(4)	Power to authorise and impose terms and conditions on the removal of cremated human remains or body parts from the place of interment on application	SPO, TLPOAP	
s 80(1)	Function of receiving notification and payment of transfer of right of interment	DCRS	
s 80(2)	Function of recording transfer of right of interment	SPO, TLPOAP	
s 82(2)	Duty to pay refund on the surrender of an unexercised right of interment	DCRS	
s 83(2)	Duty to pay refund on the surrender of an unexercised right of interment (sole holder)	DCRS	
s 83(3)	Power to remove any memorial and grant another right of interment for a surrendered right of interment	SPO, TLPOAP	
s 84(1)	Function of receiving notice of surrendering an entitlement to a right of interment	SPO, TLPOAP	
s 85(2)(b)	Duty to notify holder of 25 year right of interment of expiration of right at least 12 months before expiry	DCRS	Does not apply where right of interment relates to remains of a deceased veteran.
85(2)(c)	Power to leave interred cremated remains undistributed in perpetuity and convert right of interment to perpetual right of interment or;  remove interred remains and re-inter at another location within cemetery grounds and remove any memorial at that place and re-establish at new or equivalent location.	DCRS	May only be exercised where right of interment relates to cremated human remains of a deceased identified veteran, if right of interment is not extended or converted to a perpetual right of interment
s 86	Power to remove and dispose of cremated human remains and remove any memorial if no action taken by right holder within time specified	SPO, TLPOAP	
s 86(2)	Power to leave interred cremated human remains undisturbed or convert the right of interment to a perpetual right of interment	SPO, TLPOAP	

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 86(3)(a)	Power to leave interred cremated human remains undisturbed in perpetuity and convert the right of interment to a perpetual right of interment	SPO, TLPOAP	
s 86(3)(b)	Power to remove interred cremated human remains and take further action in accordance with s 86(3)(b)	SPO, TLPOAP	
s.86(4)	power to take action under s.86(4) relating to removing and re-interring cremated human remains	SPO, TLPOAP	
s.86(5)	duty to provide notification before taking action under s.86(4)	SPO, TLPOAP	
s 86A	Duty to maintain place of interment and any memorial at place of interment, if action taken under s 86(3)	SPO, TLPOAP	
s 88	Function to receive applications to carry out a lift and re-position procedure at a place of interment	SPO, TLPOAP	
s 91(1)	Power to cancel a right of interment in accordance with s 91	SPO, TLPOAP	
s 91(3)	Duty to publish notice of intention to cancel right of interment	SPO, TLPOAP	
s 92	Power to pay refund or grant a right of interment in respect of another place of interment to the previous holder of the cancelled right of interment	SPO, TLPOAP	
s 98(1)	Function of receiving application to establish or alter a memorial or a place of interment	SPO, TLPOAP	
s 99	Power to approve or refuse an application made under s 98, or to cancel an approval	SPO, TLPOAP	
s 99(4)	Duty to make a decision on an application under s 98 within 45 days after receipt of the application or within 45 days of receiving further information where requested	SPO, TLPOAP	
s 100(1)	Power to require a person to remove memorials or places of interment	SPO, TLPOAP	

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 100(2)	Power to remove and dispose a memorial or place of interment or remedy a person's failure to comply with s 100(1)	SPO, TLPOAP	
s 100(3)	Power to recover costs of taking action under s 100(2)	SPO, TLPOAP	
s 101	Function of receiving applications to establish or alter a building for ceremonies in the cemetery	SPO, TLPOAP	
s 102(1)	Power to approve or refuse an application under section 101, if satisfied of the matters in (b) and (c)	SPO, TLPOAP	
s 102(2) & (3)	Power to set terms and conditions in respect of, or to cancel, an approval granted under s 102(1)	SPO, TLPOAP	
s 103(1)	Power to require a person to remove a building for ceremonies	SPO, TLPOAP	
s 103(2)	Power to remove and dispose of a building for ceremonies or remedy the failure to comply with s 103(1)	SPO, TLPOAP	
s 103(3)	Power to recover costs of taking action under s 103(2)	SPO, TLPOAP	
s 106(1)	Power to require the holder of the right of interment of the requirement to make the memorial or place of interment safe and proper or carry out specified repairs	SPO, TLPOAP	
s 106(2)	Power to require the holder of the right of interment to provide for an examination	SPO, TLPOAP	
s 106(3)	Power to open and examine the place of interment if s 106(2) not complied with	SPO, TLPOAP	
s 106(4)	Power to repair or - with the approval of the Secretary - take down, remove and dispose any memorial or place of interment if notice under s 106(1) is not complied with	SPO, TLPOAP	

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 107(1)	Power to require person responsible to make the building for ceremonies safe and proper or carry out specified repairs	SPO, TLPOAP	
s 107(2)	Power to repair or take down, remove and dispose any building for ceremonies if notice under s 107(1) is not complied with	SPO, TLPOAP	
s 108	Power to recover costs and expenses	DCRS	
s 109(1)(a)	Power to open, examine and repair a place of interment	SPO, TLPOAP	Where the holder of right of interment or responsible person cannot be found
s 109(1)(b)	Power to repair a memorial or, with the Secretary's consent, take down, remove and dispose of a memorial	SPO, TLPOAP	Where the holder of right of interment or responsible person cannot be found
s 109(2)	Power to repair the building for ceremonies or, with the consent of the Secretary, take down, remove and dispose of a building for ceremonies	SPO, TLPOAP	Where the holder of right of interment or responsible person cannot be found
s 110(1)	Power to maintain, repair or restore a memorial or place of interment from other funds if unable to find right of interment holder. with consent of the Secretary	Council in its capacity as the Trustee	
s 110(2)	Power to maintain, repair or restore any building for ceremonies from other funds if unable to find responsible person and with consent of the Secretary	Council in its capacity as the Trustee	
s 110A	Power to use cemetery trust funds or other funds for the purposes of establishing, maintaining, repairing or restoring any memorial or place of interment of any deceased identified veteran	DCRS	
s 111	Power to enter into agreement with a holder of the right of interment to maintain a memorial or place of interment	SPO, TLPOAP	
s 112	Power to sell and supply memorials	SPO, TLPOAP	
s 116(4)	Duty to notify the Secretary of an interment authorisation granted	SPO, TLPOAP	

## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 116(5)	Power to require an applicant to produce evidence of the right of interment holder's consent to application	SPO, TLPOAP	
s 118	Power to grant an interment authorisation if satisfied that the requirements of Division 2 of Part 8 have been met	SPO, TLPOAP	
s 119	Power to set terms and conditions for interment authorisations	SPO, TLPOAP	
s 131	Function of receiving an application for cremation authorisation	SPO, TLPOAP	
s 133(1)	Duty not to grant a cremation authorisation unless satisfied that requirements of s 133 have been complied with	SPO, TLPOAP	Subject to s 133(2)
s 145	Duty to comply with an order made by the Magistrates' Court or a coroner	SPO, TLPOAP	
s 146	Power to dispose of bodily remains by a method other than interment or cremation	SPO, TLPOAP	Subject to the approval of the Secretary
s 147	Power to apply to the Secretary for approval to dispose of bodily remains by a method other than interment or cremation	SPO, TLPOAP	
s 149	Duty to cease using method of disposal if approval revoked by the Secretary	Council in its capacity as the Trustee	
s 150 & 152(1)	Power to authorise the interment or cremation of body parts if the requirements of Division 1 of Part 11 are met	SPO, TLPOAP	
s 151	Function of receiving applications to inter or cremate body parts	SPO, TLPOAP	
s 152(2)	Power to impose terms and conditions on authorisation granted under s 150	SPO, TLPOAP	
sch 1 cl 8(3)	Power to permit members to participate in a particular meeting by telephone, closed-circuit television or any other means of communication	SPO, TLPOAP	



## Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
sch 1 cl 8(8)	Power to regulate own proceedings	SPO, TLPOAP	Subject to cl 8
Domestic Animals Act 1994			
Provision	Item Delegated	Delegate	Conditions and Limitations
s.35(2)	<del>function of processing a dangerous dog declaration under s.35(2)</del>	CEO, DPPE, MG, UMLLCA	
s 41A(1)	Power to declare a dog to be a menacing dog	CEO, DPPE, MCSA	Council may delegate this power to a Council authorised officer
s.84P	<del>power to destroy a dog</del>	CEO, DPPE, MG, UMLLCA	
Environment Protection Act 1970			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 53M(3)	Power to require further information	CEO, DCS, EHO, EIO, MCW, TLHS	
s 53M(4)	Duty to advise applicant that application is not to be dealt with	CEO, DCS, EHO, EIO, MCW, TLHS	
s 53M(5)	Duty to approve plans, issue permit or refuse permit	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect
s 53M(6)	Power to refuse to issue septic tank permit	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect
s 53M(7)	Duty to refuse to issue a permit in circumstances in (a)-(c)	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect

## Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 19(2)(a)	Power to direct by written order that the food premises be put into a clean and sanitary condition	EHO, MCW, TLHS	If s 19(1) applies
s 19(2)(b)	Power to direct by written order that specified steps be taken to ensure that food prepared, sold or handled is safe and suitable	EHO, MCW, TLHS	If s 19(1) applies
s 19(3)	Power to direct by written order that the food premises not be kept or used for the sale, or handling for sale, of any food, or for the preparation of any food, or for any other specified purpose, or for the use of any specified equipment or a specified process	EHO, MCW, TLHS	If s 19(1) applies  Only in relation to temporary food premises or mobile food premises
s 19(4)(a)	Power to direct that an order made under s 19(3)(a) or (b), (i) be affixed to a conspicuous part of the premises, and (ii) inform the public by notice in a published newspaper or otherwise	EHO, MCW, TLHS	If s 19(1) applies
s 19(6)(a)	Duty to revoke any order under section 19 if satisfied that an order has been complied with	EHO, MCW, TLHS	If s 19(1) applies
s 19(6)(b)	Duty to give written notice of revocation under section 19(6)(a) if satisfied that an order has been complied with	EHO, MCW, TLHS	If s 19(1) applies
s 19AA(2)	Power to direct, by written order, that a person must take any of the actions described in (a)-(c).	EHO, MCW, TLHS	Where Council is the registration authority
s 19AA(4)(c)	Power to direct, in an order made under s 19AA(2) or a subsequent written order, that a person must ensure that any food or class of food is not removed from the premises	EHO, MCW, TLHS	Note: the power to direct the matters under s 19AA(4)(a) and (b) not capable of delegation and so such directions must be made by a Council resolution
s 19AA(7)	Duty to revoke order issued under s 19AA and give written notice of revocation, if satisfied that that order has been complied with	CEO, EHO, MCW, TLHS	Where Council is the registration authority
s 19CB(4)(b)	Power to request copy of records	EHO, MCW, TLHS	Where Council is the registration authority

## Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
s 19E(1)(d)	Power to request a copy of the food safety program	EHO, MCW, TLHS	Where Council is the registration authority
s 19GB	Power to request proprietor to provide written details of the name, qualification or experience of the current food safety supervisor	EHO, MCW, TLHS	Where Council is the registration authority
s 19M(4)(a) & (5)	Power to conduct a food safety audit and take actions where deficiencies are identified	EHO, MCW, TLHS	Where Council is the registration authority
s 19NA(1)	Power to request food safety audit reports	EHO, MCW, TLHS	Where Council is the registration authority
s 19U(3)	Power to waive and vary the costs of a food safety audit if there are special circumstances	MCW, TLHS	
s 19UA	Power to charge fees for conducting a food safety assessment or inspection	MCW, TLHS	Except for an assessment required by a declaration under s 19C or an inspection under ss 38B(1)(c) or 39.
s 19W	Power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	EHO, MCW, TLHS	Where Council is the registration authority
s 19W(3)(a)	Power to direct a proprietor of a food premises to have staff at the premises undertake training or instruction	EHO, MCW, TLHS	Where Council is the registration authority
s 19W(3)(b)	Power to direct a proprietor of a food premises to have details of any staff training incorporated into the minimum records required to be kept or food safety program of the premises	EHO, MCW, TLHS	Where Council is the registration authority
s 35	Power to register, renew or transfer registration	MCW, TLHS	Where Council is the registration authority refusal to grant/renew/transfer registration must be ratified by Council or the CEO (see s 58A(2))
s 38AA(5)	Power to (a) request further information; or (b) advise the proprietor that the premises must be registered if the premises are not exempt	EHO, MCW, TLHS	Where Council is the registration authority
s 38AB(4)	Power to fix a fee for the receipt of a notification under s 38AA in accordance with a declaration under s 38AB(1)	MCW, TLHS	Where Council is the registration authority
s 38A(4)	Power to request a copy of a completed food safety program template	MCW	Where Council is the registration authority

## Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
s 38B(1)(a)	Duty to assess the application and determine which class of food premises under s 19C the food premises belongs	EHO, MCW, TLHS	Where Council is the registration authority
s 38B(1)(b)	Duty to ensure proprietor has complied with requirements of s 38A	EHO, MCW, TLHS	Where Council is the registration authority
s 38B(2)	Duty to be satisfied of the matters in s 38B(2)(a)-(b)	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(1)	Duty to ensure compliance with the applicable provisions of s 38C and inspect the premises if required by s 39	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(2)	Duty to be satisfied of the matters in s 38D(2)(a)-(d)	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(3)	Power to request copies of any audit reports	EHO, MCW, TLHS	Where Council is the registration authority
s 38E(2)	Power to register the food premises on a conditional basis	MCW, TLHS	Where Council is the registration authority not exceeding the prescribed time limit defined under s 38E(5)
s 38E(4)	Duty to register the food premises when conditions are satisfied	EHO, MCW, TLHS	Where Council is the registration authority
s 38F(3)(b)	Power to require proprietor to comply with requirements of this Act	EHO, MCW, TLHS	Where Council is the registration authority
s 39A	Power to register, renew or transfer food premises despite minor defects	MCW, TLHS	Where Council is the registration authority Only if satisfied of matters in s 39A(2)(a)-(c)
s 40(2)	Power to incorporate the certificate of registration in one document with any certificate of registration under Part 6 of the Public Health and Wellbeing Act 2008	EHO, MCW, TLHS	
s 40C(2)	Power to grant or renew the registration of food premises for a period of less than 1 year	MCW, TLHS	Where Council is the registration authority
s 40D(1)	Power to suspend or revoke the registration of food premises	CEO, MCW	Where Council is the registration authority
s 43F(6)	Duty to be satisfied that registration requirements under Division 3 have been met prior to registering,	MCW, TLHS	Where Council is the registration authority

## Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
	transferring or renewing registration of a component of a food business		
s 43F(7)	Power to register the components of the food business that meet requirements in Division 3 and power to refuse to register the components that do not meet the requirements	MCW, TLHS	Where Council is the registration authority
s 46(5)	Power to institute proceedings against another person where the offence was due to an act or default by that other person and where the first person charged could successfully defend a prosecution, without proceedings first being instituted against the person first charged	MCW, TLHS	Where Council is the registration authority
Heritage Act 2017			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 116	Power to sub-delegate Executive Director's functions, duties or powers	CEO, DPPE	Must first obtain Executive Director's written consent  Council can only sub-delegate if the Instrument of Delegation from the Executive Director authorises sub-delegation
Local Government Act 1989			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 181H	Power to enter into an environmental upgrade agreement on behalf of Council and declare and levy an environmental upgrade charge	CEO	
S 185L	Power to declare and levy a cladding rectification charge	CEO	



## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 4B	Power to prepare an amendment to the Victorian Planning Provisions	CEO, CSLUP, DPPE, MBP, MSPED	If authorised by the Minister
s 4G	Function of receiving prescribed documents and a copy of the Victorian Planning Provisions from the Minister	CEO, DPPE	
s 4H	Duty to make amendment to Victoria Planning Provisions available	CEO, DPPE	
s 4I	Duty to keep Victorian Planning Provisions and other documents available	CEO, SPG	
s 8A(2)	Power to prepare amendment to the planning scheme where the Minister has given consent under s 8A	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	
s 8A(3)	Power to apply to Minister to prepare an amendment to the planning scheme	CEO, DPPE	<p>The Delegate only authorised to apply to the Minister to prepare amendments to planning schemes which:</p> <ul style="list-style-type: none"> <li>a) relate to the correction of anomalous provisions and planning scheme errors or provides for minor changes to update the planning scheme to accord with the Victorian Planning Provisions;</li> <li>b) are of genuine economic significance to the municipality and where the amendment will give effect to an outcome where the issues have been reasonably considered and the views of affected parties are known; and</li> <li>c) relate to the interim protection of individual heritage places having local or State significance which are proposed for demolition.</li> </ul> <p>The Delegate must only proceed under b) and c) above where there is no reasonable opportunity for the matter to be reported to Council for resolution. Where delegations under b) and c) are exercised reports must be provided to the next available Council meeting.</p>
s 8A(5)	Function of receiving notice of the Minister's decision	CEO, DPPE	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 8A(7)	Power to prepare the amendment specified in the application without the Minister's authorisation if no response received after 10 business days	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	
s 8B(2)	Power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	CEO, DPPE	
s 12(3)	Power to carry out studies and do things to ensure proper use of land and consult with other persons to ensure co-ordination of planning scheme with these persons	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 12A(1)	Duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s19 of the Planning and Environment (Planning Schemes) Act 1996)	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	The Municipal Strategic Statement must be referred to Council for adoption.
s 12B(1)	Duty to review planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	Revised planning scheme must be referred to Council for adoption.
s 12B(2)	Duty to review planning scheme at direction of Minister	CEO, CSLUP, DPPE, MBP, MSPED	
s.12B(5)	duty to report findings of review of planning scheme to Minister without delay	CEO, DPPE	
s 14	duties of a Responsible Authority as set out in s 14(a) to (d)	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 17(1)	Duty of giving copy amendment to the planning scheme	CEO, SPG	
s 17(2)	Duty of giving copy s 173 agreement	CEO, SPG	
s 17(3)	Duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	CEO, SPG	
s 18	Duty to make amendment etc. available	CEO, SPG	
s 19	Power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	and to exercise any other power under s 19 to a planning scheme		
s 19	Function of receiving notice of preparation of an amendment to a planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	Where Council is not the planning authority and the amendment affects land within Council's municipal district; or  Where the amendment will amend the planning scheme to designate Council as an acquiring authority.
s 20(1)	Power to apply to Minister for exemption from the requirements of s 19	CEO, DPPE, MBP, MSPED	
s 21(2)	Duty to make submissions available	CEO, SPG	
s 21A(4)	Duty to publish notice	CEO, SPG	
s 22	Duty to consider all submissions	CEO, SPG	Except submissions which request a change to the items in s 22(5)(a) and (b)
s 23(1)(b)	Duty to refer submissions which request a change to the amendment to a panel	CEO, DPPE, MSPED	
s 23(2)	Power to refer to a panel submissions which do not require a change to the amendment	CEO, DPPE	Must be referred to Council for decision
s 24	Function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D)	CEO, SPG, STLG	
s 26(1)	Power to make report available for inspection	CEO, SPG	
s 26(2)	Duty to keep report of panel available for inspection	CEO, SPG	
s 27(2)	Power to apply for exemption if panel's report not received	CEO, DPPE	
s 28	Duty to notify the Minister if abandoning an amendment	CEO, DPPE	Note: the power to make a decision to abandon an amendment cannot be delegated
s 30(4)(a)	Duty to say if amendment has lapsed	CEO, SPG	
s 30(4)(b)	Duty to provide information in writing upon request	CEO, SPG	
s 32(2)	Duty to give more notice if required	CEO, SPG	
s 33(1)	Duty to give more notice of changes to an amendment	CEO, SPG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 36(2)	Duty to give notice of approval of amendment	CEO, SPG	
s 38(5)	Duty to give notice of revocation of an amendment	CEO, SPG	
s 39	Function of being a party to a proceeding commenced under s 39 and duty to comply with determination by VCAT	CEO, SPG	
s 40(1)	Function of lodging copy of approved amendment	CEO, SPG	
s 41	Duty to make approved amendment available	CEO, SPG	
s 42	Duty to make copy of planning scheme available	CEO, SPG	
s 46AAA	Duty to prepare an amendment to a planning scheme that relates to Yarra River land that is not inconsistent with anything in a Yarra Strategic Plan which is expressed to be binding on the responsible public entity	CEO, SPG	Where Council is a responsible public entity and is a planning authority  Note: this provision is not yet in force, and will commence on the day on which the initial Yarra Strategic Plan comes into operation. It will affect a limited number of councils
s 46AW	Function of being consulted by the Minister	CEO, DPPE, MSPED	Where Council is a responsible public entity
s 46AX	Function of receiving a draft Statement of Planning Policy and written direction in relation to the endorsement of the draft Statement of Planning Policy  Power to endorse the draft Statement of Planning Policy	CEO	Where Council is a responsible public entity
s 46AZC(2)	Duty not to prepare an amendment to a declared area planning scheme that is inconsistent with a Statement of Planning Policy for the declared area that is expressed to be binding on the responsible public entity	CEO	Where Council is a responsible public entity
s 46AZK	Duty not to act inconsistently with any provision of the Statement of Planning Policy that is expressed to be binding on the public entity when performing a function or duty or exercising a power in relation to the declared area	CEO, DPPE, SPG, SSG	Where Council is a responsible public entity

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GI(2)(b)(i)	Power to agree to a lower rate of standard levy for a class of development of a particular type of land than the rate specified in a Minister's direction	Council	Where Council is the planning authority, the municipal Council of the municipal district in which the land is located and/or the development agency
s 46GJ(1)	Function of receiving written directions from the Minister in relation to the preparation and content of infrastructure contributions plans	CEO, DPPE, MSPED	
s 46GK	Duty to comply with a Minister's direction that applies to Council as the planning authority	CEO, DPPE, MSPED	
s 46GN(1)	Duty to arrange for estimates of values of inner public purpose land	CEO, DPPE, MSPED	
s 46GO(1)	Duty to give notice to owners of certain inner public purpose land	CEO, DPPE, MSPED	
s 46GP	Function of receiving a notice under s 46GO	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GQ	Function of receiving a submission from an affected owner who objects to the estimated value per hectare (or other appropriate unit of measurement) of the inner public purpose land	CEO, DPPE, MSPED	
s 46GR(1)	Duty to consider every submission that is made by the closing date for submissions included in the notice under s 46GO	CEO, DPPE, MSPED	
s 46GR(2)	Power to consider a late submission  Duty to consider a late submission if directed to do so by the Minister	CEO, DPPE, MSPED	
s 46GS(1)	Power to accept or reject the estimate of the value of the inner public purpose land in a submission made under s 46GQ	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GS(2)	Duty, if Council rejects the estimate of the value of the inner public purpose land in the submission, to refer the matter to the valuer-general, and notify the affected owner of the rejection and that the matter has been referred to the valuer-general	CEO, DCRS, DPPE, MPRV, MSPED	



# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GT(2)	Duty to pay half of the fee fixed by the valuer-general for arranging and attending the conference	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GT(4)	Function of receiving, from the valuer-general, written confirmation of the agreement between the planning authority's valuer and the affected owner's valuer as to the estimated value of the inner public purpose land	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GT(6)	Function of receiving, from the valuer-general, written notice of a determination under s 46GT(5)	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GU	Duty not to adopt an amendment under s.29 to an infrastructure contributions plan that specifies a land credit amount or a land equalisation amount that relates to a parcel of land in the ICP plan area of the plan unless the criteria in s 46GU(1)(a) and (b) are met	CEO, DPPE, MSPED	
s 46GV(3)	fFunction of receiving the monetary component and any land equalisation amount of the infrastructure contribution  Power to specify the manner in which the payment is to be made	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency
s 46GV(3)(b)	Power to enter into an agreement with the applicant	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GV(4)(a)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	CEO, DCRS, DPPE, MPRV, MSPED, SSG	Where Council is the development agency
s 46GV(4)(b)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	CEO, DCRS, DPPE, MPRV, MSPED, SSG	Where Council is the collecting agency
s 46GV(7)	Duty to impose the requirements set out in s 46GV(3) and (4) as conditions on the permit applied for by the applicant to develop the land in the ICP plan area	CEO, DPPE, SPG, SSG	
s 46GV(9)	Power to require the payment of a monetary component or the provision of the land component	CEO, DPPE, SPG, SSG	Where Council is the collecting agency

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	of an infrastructure contribution to be secured to Council's satisfaction		
s 46GX(1)	Power to accept works, services or facilities in part or full satisfaction of the monetary component of an infrastructure contribution payable	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GX(2)	Duty, before accepting the provision of works, services or facilities by an applicant under s 46GX(1), to obtain the agreement of the development agency or agencies specified in the approved infrastructure contributions plan	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GY(1)	Duty to keep proper and separate accounts and records	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the collecting agency
s 46GY(2)	Duty to keep the accounts and records in accordance with the Local Government Act 1989	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the collecting agency
s 46GZ(2)(a)	Duty to forward any part of the monetary component that is imposed for plan preparation costs to the planning authority that incurred those costs	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan  This duty does not apply where Council is that planning authority
s 46GZ(2)(a)	Function of receiving the monetary component	CEO, DCRS, DPPE	Where the Council is the planning authority  This duty does not apply where Council is also the collecting agency
s 46GZ(2)(b)	Duty to forward any part of the monetary component that is imposed for the provision of works, services or facilities to the development agency that is specified in the plan, as responsible for those works, services or facilities	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the relevant development agency
s 46GZ(2)(b)	Function of receiving the monetary component	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the collecting agency

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GZ(4)	Duty to use any land equalisation amounts to pay land credit amounts under s 46GZ(7), except any part of those amounts that are to be forwarded to a development agency under s 46GZ(5)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(5)	Duty to forward any part of a land equalisation amount required for the acquisition of outer public purpose land by a development agency specified in the approved infrastructure contributions plan to that development agency	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the relevant development agency
s 46GZ(5)	Function of receiving any part of a land equalisation amount required for the acquisition of outer public purpose land	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the development agency specified in the approved infrastructure contributions plan  This provision does not apply where Council is also the collecting agency
s 46GZ(7)	Duty to pay to each person who must provide an infrastructure contribution under the approved infrastructure contributions plan any land credit amount to which the person is entitled under s 46GW	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(9)	Duty to transfer the estate in fee simple in the land to the development agency specified in the approved infrastructure contributions plan as responsible for the use and development of that land	CEO, DCRS, DPPE, MFA, MPRV, MSPED	If any inner public purpose land is vested in Council under the Subdivision Act 1988 or acquired by Council before the time it is required to be provided to Council under s 46GV(4)  Where Council is the collecting agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the development agency
s 46GZ(9)	Function of receiving the fee simple in the land	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the development agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the collecting agency
s 46GZA(1)	Duty to keep proper and separate accounts and records	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the development agency under an approved infrastructure contributions plan

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GZA(2)	Duty to keep the accounts and records in accordance with the Local Government Act 1989	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(3)	Duty to follow the steps set out in s 46GZB(3)(a) – (c)	CEO, DCRS, DCS, DCTP, DPPE, MFA, MSPED	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(4)	Duty, in accordance with requirements of the VPA, to report on the use of the infrastructure contribution in the development agency's annual report and provide reports on the use of the infrastructure contribution to the VPA	CEO, DCRS, DPPE, MFA, MSPED	If the VPA is the collecting agency under an approved infrastructure contributions plan  Where Council is a development agency under an approved infrastructure contributions plan
s 46GZD(2)	Duty, within 6 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZD(2)(a) and (b)	CEO	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZD(3)	Duty to follow the steps set out in s 46GZD(3)(a) and (b)	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZD(5)	Duty to make payments under s 46GZD(3) in accordance with ss 46GZD(5)(a) and 46GZD(5)(b)	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZE(2)	Duty to forward the land equalisation amount back to the collecting agency within 6 months after the expiry date if any part of a land equalisation amount paid or forwarded to a development agency for acquiring outer public purpose land has not been expended by the development agency to acquire that land at the date on which the approved infrastructure contributions plan expires	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the collecting agency
s 46GZE(2)	Function of receiving the unexpended land equalisation amount	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the development agency
s 46GZE(3)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZE(3)(a) and (b)	CEO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(2)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires,	CEO	Where Council is the development agency under an approved infrastructure contributions plan

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	to use the public purpose land for a public purpose approved by the Minister or sell the public purpose land		
s.46GZF(3)	Duty, if land is sold under s.46GZF(2)(b), to follow the steps in s.46GZF(3)(a) and (b)	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan
s.46GZF(3)	s.46GZF(3)(a) function of receiving proceeds of sale	CEO, DCRS, DPPE	Where Council is the collection agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the development agency
s.46GZF(4)	Duty to divide the proceeds of the public purpose land among the current owners of each parcel of land in the ICP plan area and pay each current owner a portion of the proceeds in accordance with s.46GZF(5)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s.46GZF(6)	Duty to make the payments under s.46GZF(4) in accordance with s.46GZF(6)(a) and (b)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s.46GZH	Power to recover the monetary component, or any land equalisation amount of the land component, payable under Part 3AB as a debt in any court of competent jurisdiction	CEO, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s.46GZI	Duty to prepare and give a report to the Minister at the times required by the Minister	CEO, DCRS, DPPE	Where Council is a collecting agency or development agency
s.46GZK	Power to deal with public purpose land which has vested in, been acquired by, or transferred to, Council	CEO, DCRS, DPPE	Where Council is a collecting agency or development agency
s.46LB(3)	Duty to publish, on Council's Internet site, the payable dwelling amount for a financial year on or before 1 July of each financial year for which the amount is adjusted under s.46LB (2)	CEO, DPPE, MSPED	
s.46N(1)	Duty to include condition in permit regarding payment of development infrastructure levy	CEO, SPG, SSG	
s.46N(2)(c)	Function of determining time and manner for receipt of development contributions levy	CEO, SPG, SSG	



## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46N(2)(d)	Power to enter into an agreement with the applicant regarding payment of development infrastructure levy	CEO, DPPE, MSPED	Power to reduce or waive infrastructure levy is limited to DPPE Note separate requirements under s.46P(2) for agreements relating to provision of land, works, services or facilities
s 46O(1)(a) & (2)(a)	Power to ensure that community infrastructure levy is paid, or agreement is in place, prior to issuing building permit	CEO, DPPE, MBP, MBS, MSPED	
s 46O(1)(d) & (2)(d)	Power to enter into agreement with the applicant regarding payment of community infrastructure levy	CEO, DPPE, MBP, MSPED	
s 46P(1)	Power to require payment of amount of levy under s 46N or s 46O to be satisfactorily secured	CEO, SPG, SSG	
s 46P(2)	Power to accept provision of land, works, services or facilities in part or full payment of levy payable	CEO, DPPE, MBP, MSPED	to be co-signed by two delegates
s 46Q(1)	Duty to keep proper accounts of levies paid	CEO, DCRS, DPPE, MFA, MSPED	
s 46Q(1A)	Duty to forward to development agency part of levy imposed for carrying out works, services, or facilities on behalf of development agency or plan preparation costs incurred by a development agency or plan preparation costs incurred by a development agency	CEO, DCRS, DPPE	
s 46Q(2)	Duty to apply levy only for a purpose relating to the provision of plan preparation costs or the works, services and facilities in respect of which the levy was paid etc	CEO, DCRS, DPPE, MFA, MSPED	
s 46Q(3)	Power to refund any amount of levy paid if it is satisfied the development is not to proceed	CEO, DPPE, MBP, MSPED	Only applies when levy is paid to Council as a 'development agency'
s 46Q(4)(c)	Duty to pay amount to current owners of land in the area if an amount of levy has been paid to a municipal Council as a development agency for plan preparation costs incurred by the Council or for the provision by the Council of works, services or facilities in an area under s 46Q(4)(a)	CEO, DCRS, DPPE, MBP, MFA, MSPED	Must be done within six months of the end of the period required by the development contributions plan and with the consent of, and in the manner approved by, the Minister

# **Instrument of Delegation from Council to Members of Council Staff**

<b>Planning and Environment Act 1987</b>			
s 46Q(4)(d)	Duty to submit to the Minister an amendment to the approved development contributions plan	CEO, DCRS, DPPE	Must be done in accordance with Part 3
s46Q(4)(e)	Duty to expend that amount on other works etc.	CEO, DPPE, MBP, MSPED	With the consent of, and in the manner approved by, the Minister
s 46QC	Power to recover any amount of levy payable under Part 3B	CEO, DPPE, MBP, MSPED	
s 46QD	Duty to prepare report and give a report to the Minister	CEO, DCRS, DPPE, MFA, MSPED	Where Council is a collecting agency or development agency
s 46V(3)	Duty to make a copy of the approved strategy plan (being the Melbourne Airport Environs Strategy Plan) and any documents lodged with it available	CEO, SPG	
s 46Y	Duty to carry out works in conformity with the approved strategy plan	CEO, SPG	
s 47	Power to decide that an application for a planning permit does not comply with that Act	CEO, SPG, SSG	
s 49(1)	Duty to keep a register of all applications for permits and determinations relating to permits	CEO, SPG	
s 49(2)	Duty to make register available for inspection	CEO, SPG	
s 50(4)	Duty to amend application	CEO, SPG, SSG	
s 50(45)	Power to refuse to amend application	CEO, SPG, SSG	
s 50(6)	Duty to make note of amendment to application in register	MBP	
s 50A(1)	Power to make amendment to application	CEO, SPG, SSG	
s 50A(3)	Power to require applicant to notify owner and make a declaration that notice has been given	CEO, SPG	
s 50A(4)	Duty to note amendment to application in register	CEO, SPG, SSG	
s 51	Duty to make copy of application available for inspection	CEO, SPG, SSG	
s 52(1)(a)	Duty to give notice of the application to owners/occupiers of adjoining allotments unless	CEO, SPG, SSG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	satisfied that the grant of permit would not cause material detriment to any person		
s 52(1)(b)	Duty to give notice of the application to other municipal Council where appropriate	CEO, SPG	
s 52(1)(c)	Duty to give notice of the application to all persons required by the planning scheme	CEO, SPG, SSG	
s 52(1)(ca)	Duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if may result in breach of covenant	CEO, SPG, SSG	
s 52(1)(cb)	Duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if application is to remove or vary the covenant	CEO, SPG, SSG	
s 52(1)(d)	Duty to give notice of the application to other persons who may be detrimentally effected	CEO, SPG, SSG	
s.52(1AA)	Duty to give notice of an application to remove or vary a registered restrictive covenant	CEO, SPG, SSG	
s 52(3)	Power to give any further notice of an application where appropriate	CEO, SPG, SSG	
s 53(1)	Power to require the applicant to give notice under s 52(1) to persons specified by it	CEO, SPG, SSG	
s 53(1A)	Power to require the applicant to give the notice under s 52(1AA)	CEO, SPG, SSG	
s 54(1)	Power to require the applicant to provide more information	CEO, SPG, SSG	
s 54(1A)	Duty to give notice in writing of information required under s 54(1)	CEO, SPG, SSG	
s 54(1B)	Duty to specify the lapse date for an application	CEO, SPG, SSG	
s 54A(3)	Power to decide to extend time or refuse to extend time to give required information	CEO, DPPE, SPG, SSG	

# **Instrument of Delegation from Council to Members of Council Staff**

<b>Planning and Environment Act 1987</b>			
s 54A(4)	Duty to give written notice of decision to extend or refuse to extend time under s 54A(3)	CEO, SSO, SPG	
s 55(1)	Duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	CEO, SSO, SPG	
s 57(2A)	Power to reject objections considered made primarily for commercial advantage for the objector	CEO, DPPE, MBP	
s 57(3)	Function of receiving name and address of persons to whom notice of decision is to go	CEO, SSO, SPG	
s 57(5)	Duty to make available for inspection copy of all objections	CEO, SSO, SPG	
s 57A(4)	Duty to amend application in accordance with applicant's request, subject to s 57A(5)	CEO, SSO, SPG	
s 57A(5)	Power to refuse to amend application	CEO, SSO, SPG	
s 57A(6)	Duty to note amendments to application in register	CEO, DPPE, MBP, MSPED, TLGADA, TLSA, TLSP	
s 57B(1)	Duty to determine whether and to whom notice should be given	CEO, SPG, SSG	
s 57B(2)	Duty to consider certain matters in determining whether notice should be given	CEO, SPG, SSG	
s 57C(1)	Duty to give copy of amended application to referral authority	CEO, SPG, SSG	
s 58	Duty to consider every application for a permit	CEO, SPG, SSG	
s 58A	Power to request advice from the Planning Application Committee	CEO, DPPE	
s 60	Duty to consider certain matters	CEO, SPG, SSG	
s 60(1A)	Duty to consider certain matters	CEO, SPG, SSG	
s 60(1B)	Duty to consider number of objectors in considering whether use or development may have significant social effect	CEO, DPPE, MBP, MSPED, SPG, SSG	Applications where 5 objections or with a petition or group objection with 5 signatories are received must be referred to Council for decision.

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 61(1)	Power to determine permit application, either to decide to grant a permit, to decide to grant a permit with conditions or to refuse a permit application	CEO, DPPE, MBP, MSPED, PP, SP, TLGADA, STLG	<p>The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006</p> <p>Power to grant permit or provide notice of decision to grant a permit only if less than 5 objections are received. If 5 or more objections are received, a petition or group objection with 5 signatories or where at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing, the application must be reported to Council.</p> <p>The delegate has the power to refuse the permit unless at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing that the application must be reported to Council (excluding procedural matters).</p> <p>Applications involving the complete or partial demolition of buildings within a Heritage Overlay that are not subject to the VicSmart pathway or involving the removal of two or more river red gum trees that have a trunk diameter of 50 centimetres or more at 1.3 metres above ground level must be reported to Council for a decision, unless Council has already made a decision on those trees through a strategic planning process.</p>
s 61(2)	Duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit	CEO, SPG, SSG	
s 61(3)(a)	Duty not to decide to grant a permit to use coastal Crown land without Minister's consent	MBP	
s 61(3)(b)	Duty to refuse to grant the permit without the Minister's consent	CEO, SPG, SSG	
s 61(4)	Duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	CEO, SPG, SSG	
s 62(1)	Duty to include certain conditions in deciding to grant a permit	CEO, SPG, SSG	
s 62(2)	Power to include other conditions	CEO, SPG, SSG	



## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 62(4)	Duty to ensure conditions are consistent with paragraphs (a),(b) and (c)	CEO, SPG, SSG	
s 62(5)(a)	Power to include a permit condition to implement an approved development contributions plan or an approved infrastructure contributions plan	CEO, SPG, SSG	
s 62(5)(b)	Power to include a permit condition that specified works be provided on or to the land or paid for in accordance with s 173 agreement	CEO, SPG, SSG	
s 62(5)(c)	Power to include a permit condition that specified works be provided or paid for by the applicant	CEO, SSO, SPG	
s 62(6)(a)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with ss 46N(1), 46GV(7) or 62(5)	CEO, SSO, SPG	
s 62(6)(b)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except a condition that a planning scheme requires to be included as referred to in s 62(1)(a)	CEO, SSO, SPG	
s 63	Duty to issue the permit where made a decision in favour of the application (if no one has objected)	CEO, SSO, SPG	
s 64(1)	Duty to give notice of decision to grant a permit to applicant and objectors	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64(3)	Duty not to issue a permit until after the specified period	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64(5)	Duty to give each objector a copy of an exempt decision	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64A	Duty not to issue permit until the end of a period when an application for review may be lodged with VCAT or until VCAT has determined the application, if a relevant recommending referral authority has objected to the grant of a permit	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75A
s 65(1)	Duty to give notice of refusal to grant permit to applicant and person who objected under s 57	CEO, SSO, SPG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 66(1)	Duty to give notice under s 64 or s 65 and copy permit to relevant determining referral authorities	CEO, SPG, SSG	
s 66(2)	Duty to give a recommending referral authority notice of its decision to grant a permit	CEO, SPG, SSG	If the recommending referral authority objected to the grant of the permit or the responsible authority decided not to include a condition on the permit recommended by the recommending referral authority
s 66(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	CEO, SPG, SSG	If the recommending referral authority objected to the grant of the permit or the recommending referral authority recommended that a permit condition be included on the permit
s 66(46)	Duty to give a recommending referral authority a copy of any permit which Council decides to grant and a copy of any notice given under s 64 or 65	CEO, SPG, SSG	If the recommending referral authority did not object to the grant of the permit or the recommending referral authority did not recommend a condition be included on the permit
s 69(1)	Function of receiving application for extension of time of permit	CEO, SPG, SSG	
s 69(1A)	Function of receiving application for extension of time to complete development	CEO, SPG, SSG	
s 69(2)	Power to extend time	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	The delegate has the power to approve the extension of time request. The delegate can refuse an extension of time request unless at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing that the application must be reported to Council.
s 70	Duty to make copy permit available for inspection	ASOS, CEO, PSO, SPG, SSG	
s 71(1)	Power to correct certain mistakes	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
s 71(2)	Duty to note corrections in register	CEO, PSO, SSO, SPG, SSG	
s 73	Power to decide to grant amendment subject to conditions	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 74	Duty to issue amended permit to applicant if no objectors	CEO, SPG, SSG	

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 76	Duty to give applicant and objectors notice of decision to refuse to grant amendment to permit	CEO, SPG	
s 76A(1)	Duty to give relevant determining referral authorities copy of amended permit and copy of notice	CEO, SPG, SSG	
s 76A(2)	Duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	CEO, PSO, SPG, SSG	If the recommending referral authority objected to the amendment of the permit or the responsible authority decided not to include a condition on the amended permit recommended by the recommending referral authority
s 76A(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	CEO, PSO, SPG, SSG	If the recommending referral authority objected to the amendment of the permit or the recommending referral authority recommended that a permit condition be included on the amended permit
s 76A(46)	Duty to give a recommending referral authority a copy of any amended permit which Council decides to grant and a copy of any notice given under s 64 or 76	CEO, PSO, SPG, SSG	If the recommending referral authority did not object to the amendment of the permit or the recommending referral authority did not recommend a condition be included on the amended permit
s 76D	Duty to comply with direction of Minister to issue amended permit	CEO, SPG	
s 83	Function of being respondent to an appeal	CEO, SPG	
s 83B	Duty to give or publish notice of application for review	CEO, SPG	
s 84(1)	Power to decide on an application at any time after an appeal is lodged against failure to grant a permit	CEO	Power to decide only if less than 5 objections are received or there is a petition or group objection with less than 5 signatories, the matter is of a procedural nature or has already been before Council for a decision as part of a strategic planning process. If 5 or more objections are received, a petition or group objection with 5 or more signatories is received or the application sought the removal of two or more river red gums that have a trunk diameter of 50 centimetres or more at 1.3 metres above ground, or where at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing, the application must be reported to Council. If timelines do not permit for any of the above triggers, the

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
			delegate must decide the application and report the matter to the next Council meeting for information.
s 84(2)	Duty not to issue a permit or notice of decision or refusal after an application is made for review of a failure to grant a permit	CEO, SPG	
s 84(3)	Duty to tell principal registrar if decide to grant a permit after an application is made for review of its failure to grant a permit	CEO, SPG	
s 84(6)	Duty to issue permit on receipt of advice within 3 working days	CEO, SPG	
s 84AB	Power to agree to confining a review by the Tribunal	CEO, SPG, SSG	
s 86	Duty to issue a permit at order of Tribunal within 3 working days	CEO, SPG	
s 87(3)	Power to apply to VCAT for the cancellation or amendment of a permit	CEO, DPPE, MBP	Applications for a cancellation of a permit must be referred to the CEO. Applications for an amendment of a permit must be referred to the DPPE and/or MDA.
s 90(1)	Function of being heard at hearing of request for cancellation or amendment of a permit	CEO, SPG, SSG	
s 91(2)	Duty to comply with the directions of VCAT	CEO, SPG, SSG	
s 91(2A)	Duty to issue amended permit to owner if Tribunal so directs	CEO, SPG, SSG	
s 92	Duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s 90	CEO, SPG, SSG	
s 93(2)	Duty to give notice of VCAT order to stop development	CEO, SPG, SSG	
s 95(3)	Function of referring certain applications to the Minister	CEO, SPG, SSG	
s 95(4)	Duty to comply with an order or direction	CEO, SPG, SSG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 96(1)	Duty to obtain a permit from the Minister to use and develop its land	CEO, SPG	
s 96(2)	Function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land	CEO, DPPE, MBP, MSPED	must be reported to Council for decision
s 96A(2)	Power to agree to consider an application for permit concurrently with preparation of proposed amendment	CEO, DPPE, MBP, MSPED	
s 96C	Power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C	CEO, SPG	
s 96F	Duty to consider the panel's report under s 96E	CEO, SPG	
s 96G(1)	Power to determine to recommend that a permit be granted or to refuse to recommend that a permit be granted and power to notify applicant of the determination (including power to give notice under s 23 of the Planning and Environment (Planning Schemes) Act 1996)	CEO, DPPE, MBP, MSPED	must be reported to Council for decision
s 96H(3)	Power to give notice in compliance with Minister's direction	CEO, SPG	
s 96J	Power to issue permit as directed by the Minister	CEO, SPG	
s 96K	Duty to comply with direction of the Minister to give notice of refusal	CEO, SPG	
s 96Z	Duty to keep levy certificates given to it under ss 47 or 96A for no less than 5 years from receipt of the certificate	CEO, SPG	
s 97C	Power to request Minister to decide the application	CEO, DPPE, MBP, MSPED	
s 97D(1)	Duty to comply with directions of Minister to supply any document or assistance relating to application	CEO, SPG, SSG	
s 97G(3)	Function of receiving from Minister copy of notice of refusal to grant permit or copy of any permit granted by the Minister	ASOS, CEO, PSO, SPG, SSG	



## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 97G(6)	Duty to make a copy of permits issued under s 97F available for inspection	CEO, PSO, SSO, SPG, SSG	
s 97L	Duty to include Ministerial decisions in a register kept under s 49	CEO, PSO, SSO, SPG, SSG	
s 97MH	Duty to provide information or assistance to the Planning Application Committee	CEO, DPPE, MBP, MSPED	
s 97MI	Duty to contribute to the costs of the Planning Application Committee or subcommittee	CEO, DPPE	
s 97O	Duty to consider application and issue or refuse to issue certificate of compliance	CEO, SPG, SSG	
s 97P(3)	Duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	CEO, SPG, SSG	
s 97Q(2)	Function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	CEO, SPG, SSG	
s 97Q(4)	Duty to comply with directions of VCAT	CEO, SPG, SSG	
s 97R	Duty to keep register of all applications for certificate of compliance and related decisions	CEO, PSO, SSO, SPEG, SPG, SSG	
s 98(1)&(2)	Function of receiving claim for compensation in certain circumstances	CEO, SPG	
s 98(4)	Duty to inform any person of the name of the person from whom compensation can be claimed	CEO, DPPE, MBP, MSPED	
s 101	Function of receiving claim for expenses in conjunction with claim	CEO, SPG	
s 103	Power to reject a claim for compensation in certain circumstances	CEO, DPPE, MBP, MSPED	
s.107(1)	function of receiving claim for compensation	CEO, SPG	
s 107(3)	Power to agree to extend time for making claim	CEO, SPG	
s 114(1)	Power to apply to the VCAT for an enforcement order	CEO, DPPE	
s 117(1)(a)	Function of making a submission to the VCAT where objections are received	CEO, SPG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 120(1)	Power to apply for an interim enforcement order where s 114 application has been made	CEO, DPPE	
s 123(1)	Power to carry out work required by enforcement order and recover costs	CEO, DPPE	
s 123(2)	Power to sell buildings, materials, etc salvaged in carrying out work under s 123(1)	CEO, DPPE	Except Crown Land
s 129	Function of recovering penalties	CEO, DPPE, MBP, SPEG	
s 130(5)	Power to allow person served with an infringement notice further time	CEO, DPPE, MBP, MSPED	
s 149A(1)	Power to refer a matter to the VCAT for determination	CEO, DPPE, MBP, MSPED	
s 149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement	CEO, DPPE, MBP, MSPED	
s 156	Duty to pay fees and allowances (including a payment to the Crown under s 156(2A)), and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under s 156(2B)power to ask for contribution under s 156(3) and power to abandon amendment or part of it under s 156(4)	CEO, CSLUP, DPPE, MBP, MSPED	Where Council is the relevant planning authority
s 171(2)(f)	Power to carry out studies and commission reports	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 171(2)(g)	Power to grant and reserve easements	MBP	
s 172C	Power to compulsorily acquire any outer public purpose land that is specified in the approved infrastructure contributions plan	CEO	Where Council is a development agency specified in an approved infrastructure contributions plan
s 172D(1)	Power to compulsorily acquire any inner public purpose land that is specified in the plan before the time that the land is required to be provided to Council under s 46GV(4)	CEO	Where Council is a collecting agency specified in an approved infrastructure contributions plan
s 172D(2)	Power to compulsorily acquire any inner public purpose land, the use and development of which is	CEO	Where Council is the development agency specified in an approved infrastructure contributions plan

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	to be the responsibility of Council under the plan, before the time that the land is required to be provided under s 46GV(4)		
s 173(1)	Power to enter into agreement covering matters set out in s 174	CEO, DPPE, MBP, MSPED	Note limitations for agreements relating to works in kind for development or infrastructure levies under s.46GX(1) and 46P(2)
s 173(1A)	Power to enter into an agreement with an owner of land for the development or provision of land in relation to affordable housing	CEO, DPPE, MBP, MSPED	Where Council is the relevant responsible authority
	Power to decide whether something is to the satisfaction of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires something to be to the satisfaction of Council or Responsible Authority	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
	Power to give consent on behalf of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires that something may not be done without the consent of Council or Responsible Authority	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
s 177(2)	Power to end a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CEO, DPPE	
s 178	power to amend a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
s 178A(1)	Function of receiving application to amend or end an agreement	CEO, SPG, SSG	
s 178A(3)	Function of notifying the owner as to whether it agrees in principle to the proposal under s 178A(1)	CEO, SPG, SSG	
s 178A(4)	Function of notifying the applicant and the owner as to whether it agrees in principle to the proposal	CEO, SPG, SSG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 178A(5)	Power to propose to amend or end an agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	
s 178B(1)	Duty to consider certain matters when considering proposal to amend an agreement	CEO, DPPE, MBP, MSPED, PP, STLG	
s 178B(2)	Duty to consider certain matters when considering proposal to end an agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	
s 178C(2)	Duty to give notice of the proposal to all parties to the agreement and other persons who may be detrimentally affected by decision to amend or end	CEO, SPG, SSG	
s 178C(4)	Function of determining how to give notice under s 178C(2)	CEO, SPG, SSG	
s 178E(1)	Duty not to make decision until after 14 days after notice has been given	CEO, SPG, SSG	
s.178E(2)(a)	Power to amend or end the agreement in accordance with the proposal	CEO, TLGADA, SPG, SSG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(2)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(2)(c)	Power to refuse to amend or end the agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(3)(a)	Power to amend or end the agreement in accordance with the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s 178E(3)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s.178E(3)(c)	power to amend or end the agreement in a manner that is substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s.178B
s 178E(3)(d)	Power to refuse to amend or end the agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s 178F(1)	Duty to give notice of its decision under s 178E(3)(a) or (b)	CEO, SPG, SSG	

# **Instrument of Delegation from Council to Members of Council Staff**

<b>Planning and Environment Act 1987</b>			
s 178F(2)	Duty to give notice of its decision under s 178E(2)(c) or (3)(d)	CEO, SPG, SSG	
s 178F(4)	Duty not to proceed to amend or end an agreement under s 178E until at least 21 days after notice has been given or until an application for review to the Tribunal has been determined or withdrawn	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	
s 178G	Duty to sign amended agreement and give copy to each other party to the agreement	CEO, DPPE, MBP, MSPED	
s 178H	Power to require a person who applies to amend or end an agreement to pay the costs of giving notices and preparing the amended agreement	CEO, DPPE, MBP, MSPED	
s 178I(3)	Duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	CEO, DPPE, MBP, MSPED, SPG, SSG	
s 179(2)	Duty to make available for inspection copy agreement	CEO, PSO, SPG, SSG	
s 181	Duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General	CEO, SPG, SSG	
s 181(1A)(a)	Power to apply to the Registrar of Titles to record the agreement	CEO, CSLUP, DPPE, MBP, MSPED	
s 181(1A)(b)	Duty to apply to the Registrar of Titles, without delay, to record the agreement	CEO, TLGADA, SPG, SSG	
s 182	Power to enforce an agreement	CEO, SPEG, SPG	
s 183	Duty to tell Registrar of Titles of ending/amendment of agreement	CEO, SPG, SSG	
s 184F(1)	Power to decide to amend or end an agreement at any time after an application for review of the failure of Council to make a decision	CEO, DPPE, MBP, MSPED, TLGADA	
s 184F(2)	Duty not to amend or end the agreement or give notice of the decision after an application is made to	CEO, SPG, SSG	



## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	VCAT for review of a failure to amend or end an agreement		
s 184F(3)	Duty to inform the principal registrar if the responsible authority decides to amend or end an agreement after an application is made for the review of its failure to end or amend the agreement	CEO, SPG, SSG	
s 184F(5)	Function of receiving advice from the principal registrar that the agreement may be amended or ended in accordance with Council's decision	CEO, SPG, SSG	
s 184G(2)	Duty to comply with a direction of the Tribunal	CEO, SPG, SSG	
s 184G(3)	Duty to give notice as directed by the Tribunal	CEO, SPG, SSG	
s 198(1)	Function to receive application for planning certificate	CEO, SPG, SSG	
s 199(1)	Duty to give planning certificate to applicant	CEO, SPG, SSG	
s 201(1)	Function of receiving application for declaration of underlying zoning	CEO, DPPE, MBP, MSPED, TLGADA	
s 201(3)	Duty to make declaration	CEO, DPPE, MBP, MSPED	
	Power to decide, in relation to any planning scheme or permit, that a specified thing has or has not been done to the satisfaction of Council	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power, in relation to any planning scheme or permit, to consent or refuse to consent to any matter which requires the consent or approval of Council	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power to approve any plan or any amendment to a plan or other document in accordance with a provision of a planning scheme or condition in a permit	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power to give written authorisation in accordance with a provision of a planning scheme	CEO, MBP, MSPED, PP, TLGADA, STLG	
s 201UAB(1)	Function of providing the Victoria Planning Authority with information relating to any land within municipal district	CEO, DPPE, MBP, MSPED	

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 201UAB(2)	Duty to provide the Victoria Planning Authority with information requested under s 201UAB(1) as soon as possible	CEO, DPPE, MBP, MSPED	
Rail Safety (Local Operations) Act 2006			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 33	Duty to comply with a direction of the Safety Director under s 33	CEO, DCTP, MCDT, MCP	Where Council is a utility under s 3
s 33A	Duty to comply with a direction of the Safety Director to give effect to arrangements under s 33A	CEO, DCTP, MCDT, MCP	Duty of Council as a road authority under the Road Management Act 2004
s 34	Duty to comply with a direction of the Safety Director to alter, demolish or take away works carried out contrary to a direction under s 33(1)	CEO, DCTP, MCDT, MCP	Where Council is a utility under s 3
s 34C(2)	Function of entering into safety interface agreements with rail infrastructure manager	MCDT	Where Council is the relevant road authority
s 34D(1)	Function of working in conjunction with rail infrastructure manager in determining whether risks to safety need to be managed	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34D(2)	Function of receiving written notice of opinion	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34D(4)	Function of entering into safety interface agreement with infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(1)(a)	Duty to identify and assess risks to safety	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(1)(b)	Duty to determine measures to manage any risks identified and assessed having regard to items set out in s 34E(2)(a)-(c)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(3)	Duty to seek to enter into a safety interface agreement with rail infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34F(1)(a)	Duty to identify and assess risks to safety, if written notice has been received under s 34D(2)(a)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34F(1)(b)	Duty to determine measures to manage any risks identified and assessed, if written notice has been received under s 34D(2)(a)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority

## Instrument of Delegation from Council to Members of Council Staff

Rail Safety (Local Operations) Act 2006			
s 34F(2)	Duty to seek to enter into a safety interface agreement with rail infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34H	Power to identify and assess risks to safety as required under s 34B, 34C, 34D, 34E or 34F in accordance with s 34H(a)-(c)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34I	Function of entering into safety interface agreements	CEO, DCTP, MCDT	Where Council is the relevant road authority
s 34J(2)	Function of receiving notice from Safety Director	CEO, DCTP, MCDT	Where Council is the relevant road authority
s 34J(7)	Duty to comply with a direction of the Safety Director given under s 34J(5)	CEO, DCTP, MCDT	Where Council is the relevant road authority
s 34K(2)	Duty to maintain a register of items set out in s 34K(a)-(b)	CEO, DCTP, MCDT	Where Council is the relevant road authority
Residential Tenancies Act 1997			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 142D	Function of receiving notice regarding an unregistered rooming house	EHO, EIO, MCW, TLHS	
s 142G(1)	Duty to enter required information in Rooming House Register for each rooming house in municipal district	CEO, DCS, EHO, EIO, MCW, TLHS	
s 142G(2)	Power to enter certain information in the Rooming House Register	CEO, DCS, EHO, EIO, MCW, TLHS	
s 142I(2)	Power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	CEO, DCS, EHO, EIO, MCW, TLHS	
s 252	Power to give tenant a notice to vacate rented premises if s 252(1) applies	CEO, DCS, EHO, EIO, MCW, TLHS	Where Council is the landlord
s 262(1)	Power to give tenant a notice to vacate rented premises	CEO, DCS, EHO, EIO, MCW, TLHS	Where Council is the landlord
s 262(3)	Power to publish its criteria for eligibility for the provision of housing by Council	CEO, DCS, EHO, EIO, MCW, TLHS	

## Instrument of Delegation from Council to Members of Council Staff

Residential Tenancies Act 1997			
s 518F	Power to issue notice to caravan park regarding emergency management plan if determined that the plan does not comply with the requirements	CEO, DCS, EHO, EIO, MCW, TLHS	
s 522(1)	Power to give a compliance notice to a person	CEO, DCS, EHO, EIO, MCW, TLHS	
s 525(2)	Power to authorise an officer to exercise powers in s 526 (either generally or in a particular case)	CEO, DCS, EHO, EIO, MCW, TLHS	
s 525(4)	Duty to issue identity card to authorised officers	CEO, DCS	
s 526(5)	Duty to keep record of entry by authorised officer under s 526	EHO, EIO, MCW, TLHS	
s 526A(3)	Function of receiving report of inspection	EHO, EIO, MCW, TLHS	
s 527	Power to authorise a person to institute proceedings (either generally or in a particular case)	CEO, DCS, EHO, EIO, MCW, TLHS	
Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 11(1)	Power to declare a road by publishing a notice in the Government Gazette	CEO, DCTP, MCDT	Obtain consent in circumstances specified in s 11(2)
s 11(8)	Power to name a road or change the name of a road by publishing notice in Government Gazette	CEO, DCRS, MG	
s 11(9)(b)	Duty to advise Registrar	CEO, DCTP, MCDT	
s 11(10)	Duty to inform Secretary to Department of Environment, Land, Water and Planning of declaration etc.	CEO, DCTP, MCDT	Subject to s 11(10A)
s 11(10A)	Duty to inform Secretary to Department of Environment, Land, Water and Planning or nominated person	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 12(2)	Power to discontinue road or part of a road	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 12(4)	Power to publish, and provide copy, notice of proposed discontinuance	CEO, DCRS, MG	Power of coordinating road authority where it is the discontinuing body

# Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
			Unless s 12(11) applies
s 12(5)	Duty to consider written submissions received within 28 days of notice	CEO	Duty of coordinating road authority where it is the discontinuing body  Unless s 12(11) applies
s 12(6)	Function of hearing a person in support of their written submission	DCTP	Function of coordinating road authority where it is the discontinuing body  Unless s 12(11) applies
s 12(7)	Duty to fix day, time and place of meeting under s 12(6) and to give notice	CEO, DCTP, MCDT	Duty of coordinating road authority where it is the discontinuing body  Unless s 12(11) applies
s 12(10)	Duty to notify of decision made	CEO, DCTP, MCDT	Duty of coordinating road authority where it is the discontinuing body  Does not apply where an exemption is specified by the regulations or given by the Minister
s 13(1)	Power to fix a boundary of a road by publishing notice in Government Gazette	CEO, DCTP, MCDT	Power of coordinating road authority and obtain consent under s 13(3) and s 13(4) as appropriate
s 14(4)	Function of receiving notice from VicRoads	CEO, DCTP, MCDT	
s 14(7)	Power to appeal against decision of VicRoads	CEO, DCTP, MCDT	
s 15(1)	Power to enter into arrangement with another road authority, utility or a provider of public transport to transfer a road management function of the road authority to the other road authority, utility or provider of public transport	CEO, DCTP, MCDT	
s 15(1A)	Power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority	CEO, DCTP, MCDT	
s 15(2)	Duty to include details of arrangement in public roads register	CEO, DCTP, MCDT	



## Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
s 16(7)	Power to enter into an arrangement under s 15	CEO, DCTP, MCDT	
s 16(8)	Duty to enter details of determination in public roads register	CEO, DCTP, MCDT	
s 17(2)	Duty to register public road in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(3)	Power to decide that a road is reasonably required for general public use	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(3)	Duty to register a road reasonably required for general public use in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(4)	Power to decide that a road is no longer reasonably required for general public use	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(4)	Duty to remove road no longer reasonably required for general public use from public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 18(1)	Power to designate ancillary area	CEO, DCTP, MCDT	Where Council is the coordinating road authority, and obtain consent in circumstances specified in s 18(2)
s 18(3)	Duty to record designation in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 19(1)	Duty to keep register of public roads in respect of which it is the coordinating road authority	CEO, DCTP, MCDT	
s 19(4)	Duty to specify details of discontinuance in public roads register	CEO, DCTP, MCDT	
s 19(5)	Duty to ensure public roads register is available for public inspection	CEO, DCTP, MCDT	
s 21	Function of replying to request for information or advice	CEO, DCTP, MCDT	Obtain consent in circumstances specified in s 11(2)
s 22(2)	Function of commenting on proposed direction	CEO, DCTP, MCDT	
s 22(4)	Duty to publish a copy or summary of any direction made under s 22 by the Minister in its annual report.	CEO, DCTP, MCDT	
s 22(5)	Duty to give effect to a direction under s 22	CEO, DCTP, MCDT	
s 40(1)	Duty to inspect, maintain and repair a public road.	CEO, DCTP, MCDT, MCP	
s 40(5)	Power to inspect, maintain and repair a road which is not a public road	CEO, DCTP, MCDT, MCP	

# Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
s 41(1)	Power to determine the standard of construction, inspection, maintenance and repair	CEO, DCTP, MCDT	
s 42(1)	Power to declare a public road as a controlled access road	CEO, DCTP, MCDT	Power of coordinating road authority and sch 2 also applies
s 42(2)	Power to amend or revoke declaration by notice published in Government Gazette	CEO, DCTP, MCDT	Power of coordinating road authority and sch 2 also applies
s 42A(3)	Duty to consult with VicRoads before road is specified	CEO, DCTP, MCDT	Where Council is the coordinating road authority If road is a municipal road or part thereof
s 42A(4)	Power to approve Minister's decision to specify a road as a specified freight road	CEO, DCTP, MCDT	Where Council is the coordinating road authority If road is a municipal road or part thereof and where road is to be specified a freight road
s 48EA	Duty to notify the owner or occupier of land and provider of public transport on which rail infrastructure or rolling stock is located (and any relevant provider of public transport)	CEO, DCTP, MCDT	Where Council is the responsible road authority, infrastructure manager or works manager
s 48M(3)	Function of consulting with the relevant authority for purposes of developing guidelines under s 48M	CEO, DCTP, MCDT	
s 49	Power to develop and publish a road management plan	CEO, DCTP, MCDT	
s 51	Power to determine standards by incorporating the standards in a road management plan	CEO, DCTP, MCDT	
s 53(2)	Power to cause notice to be published in Government Gazette of amendment etc of document in road management plan	CEO, DCTP, MCDT	
s 54(2)	Duty to give notice of proposal to make a road management plan	CEO, DCTP, MCDT	
s 54(5)	Duty to conduct a review of road management plan at prescribed intervals	CEO, DCTP, MCDT	
s 54(6)	Power to amend road management plan	CEO, DCTP, MCDT	

# Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
s 54(7)	Duty to incorporate the amendments into the road management plan	CEO, DCTP, MCDT	
s 55(1)	Duty to cause notice of road management plan to be published in Government Gazette and newspaper	CEO, DCTP, MCDT	
s 63(1)	Power to consent to conduct of works on road	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 63(2)(e)	Power to conduct or to authorise the conduct of works in, on, under or over a road in an emergency	CEO, DCTP, MCDT, MCP	Where Council is the infrastructure manager
s 64(1)	Duty to comply with cl 13 of sch 7	CEO, DCTP, MCDT, MCP	Where Council is the infrastructure manager or works manager
s 66(1)	Power to consent to structure etc	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 67(2)	Function of receiving the name & address of the person responsible for distributing the sign or bill	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 67(3)	Power to request information	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 68(2)	Power to request information	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 71(3)	Power to appoint an authorised officer	CEO, DCTP, MCDT, MCP	
s 72	Duty to issue an identity card to each authorised officer	CEO, DCTP, MCDT, MCP	
s 85	Function of receiving report from authorised officer	CEO, DCTP, MCDT, MCP	
s 86	Duty to keep register re s 85 matters	CEO, DCTP, MCDT	
s 87(1)	Function of receiving complaints	CEO, DCTP, MCDT	
s 87(2)	Duty to investigate complaint and provide report	CEO, DCTP, MCDT	
s 112(2)	Power to recover damages in court	CEO, DCTP, MCDT	
s 116	Power to cause or carry out inspection	CEO, DCTP, MCDT	
s 119(2)	Function of consulting with VicRoads	CEO, DCTP, MCDT	
s 120(1)	Power to exercise road management functions on an arterial road (with the consent of VicRoads)	CEO, DCTP, MCDT	
s 120(2)	Duty to seek consent of VicRoads to exercise road management functions before exercising power in s 120(1)	CEO, DCTP, MCDT	

## Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
s 121(1)	Power to enter into an agreement in respect of works	CEO, DCTP, MCDT	
s 122(1)	Power to charge and recover fees	CEO, DCTP, MCDT	
s 123(1)	Power to charge for any service	CEO, DCTP, MCDT	
sch 2 cl 2(1)	Power to make a decision in respect of controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 3(1)	Duty to make policy about controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 3(2)	Power to amend, revoke or substitute policy about controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 4	Function of receiving details of proposal from VicRoads	CEO, DCTP, MCDT	
sch 2 cl 5	Duty to publish notice of declaration	CEO, DCTP, MCDT	
sch 7 cl 7(1)	Duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 8(1)	Duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 9(1)	Duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager responsible for non-road infrastructure
sch 7 cl 9(2)	Duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager

## Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
sch 7 cl 10(2)	Where Sch 7 cl 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 12(2)	Power to direct infrastructure manager or works manager to conduct reinstatement works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(3)	Power to take measures to ensure reinstatement works are completed	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(4)	Duty to ensure that works are conducted by an appropriately qualified person	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(5)	Power to recover costs	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 13(1)	Duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to sch 7 cl 13(2)	CEO, DCTP, MCDT	Where Council is the works manager
sch 7 cl 13(2)	Power to vary notice period	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 13(3)	Duty to ensure works manager has complied with obligation to give notice under sch 7 cl 13(1)	CEO, DCTP, MCDT	Where Council is the infrastructure manager
sch 7 cl 16(1)	Power to consent to proposed works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(4)	Duty to consult	CEO, DCTP, MCDT	Where Council is the coordinating road authority, responsible authority or infrastructure manager
sch 7 cl 16(5)	Power to consent to proposed works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(6)	Power to set reasonable conditions on consent	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(8)	Power to include consents and conditions	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 17(2)	Power to refuse to give consent and duty to give reasons for refusal	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 18(1)	Power to enter into an agreement	CEO, DCTP, MCDT	Where Council is the coordinating road authority

## Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
sch7 cl 19(1)	Power to give notice requiring rectification of works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 19(2) & (3)	Power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 20(1)	Power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7A cl 2	Power to cause street lights to be installed on roads	CEO, DCTP, MCDT	Power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road
sch 7 cl 3(1)(d)	Duty to pay installation and operation costs of street lighting - where road is not an arterial road	CEO, DCTP, MCDT	Where Council is the responsible road authority
sch 7A cl 3(1)(e)	Duty to pay installation and operation costs of street lighting - where road is a service road on an arterial road and adjacent areas	CEO, DCTP, MCDT	Where Council is the responsible road authority
sch 7A cl 3(1)(f)	Duty to pay installation and percentage of operation costs of street lighting - for arterial roads in accordance with cls 3(2) and 4	CEO, DCTP, MCDT	Duty of Council as responsible road authority that installed the light (re: installation costs) and where Council is relevant municipal council (re: operating costs)
Cemeteries and Crematoria Regulations 2015			
[##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 24	Duty to ensure that cemetery complies with depth of burial requirements	SPO, TLPOAP	
r 25	Duty to ensure that the cemetery complies with the requirements for interment in concrete-lined graves	SPO, TLPOAP	
r 27	Power to inspect any coffin, container or other receptacle if satisfied of the matters in paragraphs (a) and (b)	SPO, TLPOAP	



## Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
r 28(1)	Power to remove any fittings on any coffin, container or other receptacle if the fittings may impede the cremation process or damage the cremator	SPO, TLPOAP	
r 28(2)	Duty to ensure any fittings removed of are disposed in an appropriate manner	SPO, TLPOAP	
r 29	Power to dispose of any metal substance or non-human substance recovered from a cremator	SPO, TLPOAP	
r 30(2)	Power to release cremated human remains to certain persons	SPO, TLPOAP	Subject to any order of a court
r 31(1)	Duty to make cremated human remains available for collection within 2 working days after the cremation	SPO, TLPOAP	
r 31(2)	Duty to hold cremated human remains for at least 12 months from the date of cremation	SPO, TLPOAP	
r 31(3)	Power to dispose of cremated human remains if no person gives a direction within 12 months of the date of cremation	SPO, TLPOAP	
r 31(4)	Duty to take reasonable steps notify relevant people of intention to dispose of remains at expiry of 12 month period	SPO, TLPOAP	
r 32	Duty to ensure a mausoleum is constructed in accordance with paragraphs (a)-(d)	SPO, TLPOAP	
r 33(1)	Duty to ensure that remains are interred in a coffin, container or receptacle in accordance with paragraphs (a)-(c)	SPO, TLPOAP	
r 33(2)	Duty to ensure that remains are interred in accordance with paragraphs (a)-(b)	SPO, TLPOAP	
r 34	Duty to ensure that a crypt space in a mausolea is sealed in accordance with paragraphs (a)-(b)	SPO, TLPOAP	
r 36	Duty to provide statement that alternative vendors or supplier of monuments exist	SPO, TLPOAP	

## Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
r 40	Power to approve a person to play sport within a public cemetery	SPO, TLPOAP	
r 41(1)	Power to approve fishing and bathing within a public cemetery	SPO, TLPOAP	
r 42(1)	Power to approve hunting within a public cemetery	SPO, TLPOAP	
r 43	Power to approve camping within a public cemetery	SPO, TLPOAP	
r 45(1)	Power to approve the removal of plants within a public cemetery	SPO, TLPOAP	
r 46	Power to approve certain activities under the Regulations if satisfied of regulation (1)(a)-(c)	SPO, TLPOAP	
r 47(3)	Power to approve the use of fire in a public cemetery	SPO, TLPOAP	
r 48(2)	Power to approve a person to drive, ride or use a vehicle on any surface other than a road, track or parking area	SPO, TLPOAP	
sch 2 cl 4	Power to approve the carrying out of an activity referred to in rules 8, 16, 17 and 18 of sch 2	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 5(1)	Duty to display the hours during which pedestrian access is available to the cemetery	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 5(2)	Duty to notify the Secretary of, (a) the hours during which pedestrian access is available to the cemetery; and (b) any changes to those hours	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 6(1)	Power to give directions regarding the manner in which a funeral is to be conducted	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 7(1)	Power to give directions regarding the dressing of places of interment and memorials	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 8	Power to approve certain mementos on a memorial	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 11(1)	Power to remove objects from a memorial or place of interment	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 11(2)	Duty to ensure objects removed under sub rule (1) are disposed of in an appropriate manner	SPO, TLPOAP	See note above regarding model rules

### Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
sch 2 cl 12	Power to inspect any work being carried out on memorials, places of interment and buildings for ceremonies	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 14	Power to approve an animal to enter into or remain in a cemetery	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 16(1)	Power to approve construction and building within a cemetery	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 17(1)	Power to approve action to disturb or demolish property of the cemetery trust	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 18(1)	Power to approve digging or planting within a cemetery	SPO, TLPOAP	See note above regarding model rules

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Regulations 2015			
Provision	Item Delegated	Delegate	Conditions and Limitations
r.6	function of receiving notice, under section 19(1)(c) of the Act, from a planning authority of its preparation of an amendment to a planning scheme	CEO, SPG, SSG	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.
r.21	power of responsible authority to require a permit applicant to verify information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in an application for a permit or to amend a permit or any information provided under section 54 of the Act	CEO, SPG, SSG	
r.25(a)	duty to make copy of matter considered under section 60(1A)(g) available for inspection free of charge	CEO, SPG, SSG	where Council is the responsible authority
r.25(b)	function of receiving a copy of any document considered under section 60(1A)(g) by the responsible authority and duty to make the document available for inspection free of charge	CEO, SPG, SSG	where Council is not the responsible authority but the relevant land is within Council's municipal district
r.42	function of receiving notice under section 96C(1)(c) of the Act from a planning authority of its preparation of a combined application for an amendment to a planning scheme and notice of a permit application	CEO, SPG, SSG	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.
Planning and Environment (Fees) Regulations 2016			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 19	Power to waive or rebate a fee relating to an amendment of a planning scheme	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
r 20	Power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
r 21	Duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r 19 or 20	CEO, SPG, SSG	

## Instrument of Delegation from Council to Members of Council Staff

Road Management (General) Regulations 2016			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 8(1)	Duty to conduct reviews of road management plan	CEO, DCTP, MCDT	
r 9(2)	Duty to produce written report of review of road management plan and make report available	CEO, DCTP, MCDT	
r 9(3)	Duty to give notice where road management review is completed and no amendments will be made (or no amendments for which notice is required)	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r.10	Duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under s 41 of the Act	CEO, DCTP, MCDT	
r 13(1)	Duty to publish notice of amendments to road management plan	CEO, DCTP, MCDT	where Council is the coordinating road authority
r 13(3)	Duty to record on road management plan the substance and date of effect of amendment	CEO, DCTP, MCDT	
r 16(3)	Power to issue permit	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 18(1)	Power to give written consent re damage to road	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 23(2)	Power to make submission to Tribunal	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 23(4)	Power to charge a fee for application under s 66(1) Road Management Act	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 25(1)	Power to remove objects, refuse, rubbish or other material deposited or left on road	CEO, DCTP, MCDT	Where Council is the responsible road authority
r 25(2)	Power to sell or dispose of things removed from road or part of road (after first complying with regulation 25(3))	CEO, DCTP, MCDT	Where Council is the responsible road authority
r 25(5)	Power to recover in the Magistrates' Court, expenses from person responsible	CEO, DCTP, MCDT	

**Instrument of Delegation from Council to Members of Council Staff**

Road Management (Works and Infrastructure) Regulations 2015			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 15	Power to exempt a person from requirement under cl 13(1) of sch 7 of the Act to give notice as to the completion of those works	CEO, DCTP, MCDT	Where Council is the coordinating road authority and where consent given under s 63(1) of the Act
r 22(2)	Power to waive whole or part of fee in certain circumstances	CEO, DCTP, MCDT	Where Council is the coordinating road authority





# **Instrument of Delegation**

## **from Council to**

### **Members of Council Staff (S6)**

**6 August 2019**

Version 5.01

**Instrument of Delegation from Council to Members of Council Staff**

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## Instrument of Delegation from Council to Members of Council Staff

### Preamble

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

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

#### POSITION TITLES

<b>"ASOS"</b>	<b>means Administration Support Officer Subdivisions</b>
<b>"CEO"</b>	<b>means Chief Executive Officer</b>
<b>"Council"</b>	<b>means Whittlesea City Council</b>
<b>"CSLUP"</b>	<b>means Coordinator Strategic Land Use Planning</b>
<b>"DCRS"</b>	<b>means Director Corporate Services</b>
<b>"DCS"</b>	<b>means Director Community Services</b>
<b>"DCTP"</b>	<b>means Director City Transport &amp; Presentation</b>
<b>"DPPE"</b>	<b>means Director Partnerships, Planning &amp; Engagement</b>
<b>"EHO"</b>	<b>means Environmental Health Officer</b>
<b>"EIO"</b>	<b>means Environmental Investigation Officer</b>
<b>"MBP"</b>	<b>means Manager Building &amp; Planning</b>
<b>"MBS"</b>	<b>means Municipal Building Surveyor</b>
<b>"MCDT"</b>	<b>means Manager City Design &amp; Transport</b>
<b>"MCP"</b>	<b>means Manager City Presentation</b>
<b>"MCSA"</b>	<b>means Manager City Safety &amp; Amenity</b>
<b>"MCW"</b>	<b>means Manager Community Wellbeing</b>
<b>"MFA"</b>	<b>means Manager Finance &amp; Assets</b>
<b>"MG"</b>	<b>means Manager Governance</b>
<b>"MPRV"</b>	<b>means Manager Property, Rates and Valuations</b>
<b>"MSPED"</b>	<b>means Manager Strategic Planning &amp; Economic Development</b>
<b>"PEO"</b>	<b>means Planning Enforcement Officer</b>
<b>"PP"</b>	<b>means Principal Planner</b>
<b>"PSO"</b>	<b>means Planning Support Officer</b>
<b>"SP"</b>	<b>means Senior Planner</b>
<b>"SPO"</b>	<b>means Senior Property Officer</b>
<b>"SSO"</b>	<b>means Senior Subdivision Officer</b>
<b>"TLGADA"</b>	<b>means Team Leader Growth Areas Development Assessment</b>
<b>"TLHS"</b>	<b>means Team Leader Health Services</b>
<b>"TLPOAP"</b>	<b>means Unit Leader Parks Operations &amp; Asset Management</b>
<b>"TLPE"</b>	<b>means Team Leader Planning Enforcement</b>
<b>"TLSA"</b>	<b>means Team Leader Subdivision Approvals</b>

## Instrument of Delegation from Council to Members of Council Staff

**“TLSP” means Team Leader Statutory Planning**

### **GROUP TITLES**

**“SPEG” means Specific Planning Enforcement Group and includes the following:**

**“DPPE” means Director Partnerships, Planning & Engagement**

**“MBP” means Manager Building & Planning**

**“TLPE” means Team Leader Planning Enforcement**

**“PEO” means Planning Enforcement Officer**

**“SPG” means Specific Planning Group and includes the following:**

**“DPPE” means Director Partnerships, Planning & Engagement**

**“MBP” means Manager Building & Planning**

**“MSPED” means Manager Strategic Planning & Economic Development**

**“PO” means Planning Officer**

**“PP” means Principal Planner**

**“PPGADA” means Principal Planner Growth Area Development Assessment**

**“SP” means Senior Planner**

**“TLGADA” means Team Leader Growth Areas Development Assessment**

**“TLSP” means Team Leader Statutory Planning**

**“SSG” means Specific Subdivision Group and includes the following:**

**“ASOS” means Administration Support Officer Subdivisions**

**“DPPE” means Director Partnerships, Planning & Engagement**

**“MBP” means Manager Building & Planning**

**“SO” means Subdivision Officer**

**“SSO” means Senior Subdivision Officer**

**“TLGADA” means Team Leader Growth Area Development Assessment**

**“TLSA” means Team Leader Subdivision Approvals**

**“TLSP” means Team Leader Statutory Planning**

**“STLG” means Specific Team Leaders Group and includes the following:**

**“CSLUP” means Coordinator Strategic Land Use Planning**

**“TLGADA” means Team Leader Growth Areas Development Assessment**

**“TLSP” means Team Leader Statutory Planning**

**“TLSA” means Team Leader Subdivision Approvals**

**“TLPE” means Team Planning Enforcement**

3. declares that:

3.1 this Instrument of Delegation is authorised by a resolution of Council passed on 6 August 2019 and

3.2 the delegation:

3.2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;

## Instrument of Delegation from Council to Members of Council Staff

- 3.2.2 remains in force until varied or revoked;
- 3.2.3 is subject to any conditions and limitations set out in sub-paragraph 3.3, and the Schedule; and
- 3.2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
- 3.3 the delegate must not determine the issue, take the action or do the act or thing:
  - 3.3.1 if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council; or
  - 3.3.2 if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a
    - (a) policy; or
    - (b) strategy
 adopted by Council; or
  - 3.3.3 if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of s 98(1)(a)-(f) (inclusive) of the Act or otherwise; or
  - 3.3.4 the determining of the issue, the taking of the action or the doing of the act or thing is already the subject of an exclusive delegation to another member of Council staff.

**DATED** the 6<sup>th</sup> day of August 2019

**THE COMMON SEAL of** )  
**WHITTLESEA CITY COUNCIL** )  
 was affixed in the presence of: )

..... Mayor

..... Chief Executive Officer

## Instrument of Delegation from Council to Members of Council Staff

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**Instrument of Delegation from Council to Members of Council Staff**

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**S C H E D U L E**

**Instrument of Delegation from Council to Members of Council Staff**

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## Instrument of Delegation from Council to Members of Council Staff

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### I N D E X

#### Acts and Regulations Delegated

- Cemeteries and Crematoria Act 2003
- Domestic Animals Act 1994
- Environment Protection Act 1970
- Food Act 1984
- Heritage Act 2017
- Local Government Act 1989
- Planning and Environment Act 1987
- Rail Safety (Local Operations) Act 2006
- Residential Tenancies Act 1997
- Road Management Act 2004
- Cemeteries and Crematoria Regulations 2015
- Planning and Environment Regulations 2015
- Planning and Environment (Fees) Regulations 2016
- Road Management (General) Regulations 2016
- Road Management (Works and Infrastructure) Regulations 2015

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 8(1)(a)(ii)	Power to manage one or more public cemeteries	Council in its capacity as the Trustee	Where Council is a Class B cemetery trust
s 12(1)	Function to properly and efficiently manage and maintain each public cemetery for which responsible and carry out any other function conferred under this Act	SPO, TLPOAP	Where Council is a Class B cemetery trust
s 12(2)	Duty to have regard to the matters set out in paragraphs (a) - (c) in exercising its functions	SPO, TLPOAP	Where Council is a Class B cemetery trust
s 12A(1)	Function to do the activities set out in paragraphs (a) - (n)	SPO, TLPOAP	Where Council is a Class A cemetery trust
s 12A(2)	Duty to have regard to matters set out in paragraphs (a) - (e) in exercising its functions	SPO, TLPOAP	Where Council is a Class A cemetery trust
s 13	Duty to do anything necessary or convenient to enable it to carry out its functions	SPO, TLPOAP	
s 14	Power to manage multiple public cemeteries as if they are one cemetery.	Council in its capacity as the Trustee	
s 15(1) and (2)	Power to delegate powers or functions other than those listed	DCRS	
s 15(4)	Duty to keep records of delegations	SPO, TLPOAP	
s 17(1)	Power to employ any persons necessary	Council in its capacity as the Trustee	
s 17(2)	Power to engage any professional, technical or other assistance considered necessary	Council in its capacity as the Trustee	
s 17(3)	Power to determine the terms and conditions of employment or engagement	Council in its capacity as the Trustee	Subject to any guidelines or directions of the Secretary
s 18(3)	Duty to comply with a direction from the Secretary	DCRS	
s 18B(1) & (2)	Duty to establish governance committees within 12 months of becoming a Class A cemetery trust and power to establish other governance committees from time to time	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18C	Power to determine the membership of the governance committee	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 18D	Power to determine procedure of governance committee	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(1)(b)	Power to appoint any additional community advisory committees	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(2)	Duty to establish a community advisory committee under section 18D(1)(a) within 12 months of becoming a Class A cemetery trust.	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18D(3)	Duty to include a report on the activities of the community advisory committees in its report of operations under Part 7 of the Financial Management Act 1994	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 18H(1)	Duty to hold an annual meeting before 30 December in each calendar year	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s.18J	Duty to provide leadership, assistance and advice in relation to operational and governance matters relating to cemeteries (including the matters set out in s 18J(2))	Council in its capacity as the Trustee	Where Council is a Class A cemetery trust
s 19	Power to carry out or permit the carrying out of works	SPO, TLPOAP	
s 20(1)	Duty to set aside areas for the interment of human remains	SPO, TLPOAP	
s 20(2)	Power to set aside areas for the purposes of managing a public cemetery	SPO, TLPOAP	
s 20(3)	Power to set aside areas for those things in paragraphs (a) - (e)	SPO, TLPOAP	
s 24(2)	Power to apply to the Secretary for approval to alter the existing distribution of land	Council in its capacity as the Trustee	
s 36	Power to grant licences to enter and use part of the land or building in a public cemetery in accordance with s 36	SPO, TLPOAP	Subject to the approval of the Minister
s 37	Power to grant leases over land in a public cemetery in accordance with s 37	SPO, TLPOAP	Subject to the Minister approving the purpose
s 40	Duty to notify Secretary of fees and charges fixed	DCRS	

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
	under s 39		
s 47	Power to pay a contribution toward the cost of the construction and maintenance of any private street adjoining or abutting a cemetery	Council in its capacity as the Trustee	Provided the street was constructed pursuant to the Local Government Act 1989
s 57(1)	Duty to submit a report to the Secretary every financial year in respect of powers and functions under the Act	DCRS	Report must contain the particulars listed in s 57(2)
s 59	Duty to keep records for each public cemetery	SPO, TLPOAP	
s 60(1)	Duty to make information in records available to the public for historical or research purposes	SPO, TLPOAP	
s 60(2)	Power to charge fees for providing information	DCRS	
s 64(4)	Duty to comply with a direction from the Secretary under s 64(3)	DCRS	
s 64B(d)	Power to permit interments at a reopened cemetery	SPO, TLPOAP	
s 66(1)	Power to apply to the Minister for approval to convert the cemetery, or part of it, to a historic cemetery park	SPO, TLPOAP	The application must include the requirements listed in s 66(2)(a)-(d)
s 69	Duty to take reasonable steps to notify of conversion to historic cemetery park	SPO, TLPOAP	
s 70(1)	Duty to prepare plan of existing places of interment and make a record of any inscriptions on memorials which are to be removed	SPO, TLPOAP	
s 70(2)	Duty to make plans of existing place of interment available to the public	SPO, TLPOAP	
s 71(1)	Power to remove any memorials or other structures in an area to which an approval to convert applies	SPO, TLPOAP	
s 71(2)	Power to dispose of any memorial or other structure removed	SPO, TLPOAP	
s 72(2)	Duty to comply with request received under s 72	SPO, TLPOAP	
s 76(3)	Duty to allocate a piece of interment if an unallocated right is granted	SPO, TLPOAP	
s 77(4)	Power to authorise and impose terms and conditions	SPO, TLPOAP	



### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
	on the removal of cremated human remains or body parts from the place of interment on application		
s 80(1)	Function of receiving notification and payment of transfer of right of interment	DCRS	
s 80(2)	Function of recording transfer of right of interment	SPO, TLPOAP	
s 82(2)	Duty to pay refund on the surrender of an unexercised right of interment	DCRS	
s 83(2)	Duty to pay refund on the surrender of an unexercised right of interment (sole holder)	DCRS	
s 83(3)	Power to remove any memorial and grant another right of interment for a surrendered right of interment	SPO, TLPOAP	
s 84(1)	Function of receiving notice of surrendering an entitlement to a right of interment	SPO, TLPOAP	
s 85(2)(b)	Duty to notify holder of 25 year right of interment of expiration of right at least 12 months before expiry	DCRS	Does not apply where right of interment relates to remains of a deceased veteran.
85(2)(c)	Power to leave interred cremated remains undistributed in perpetuity and convert right of interment to perpetual right of interment or;  remove interred remains and re-inter at another location within cemetery grounds and remove any memorial at that place and re-establish at new or equivalent location.	DCRS	May only be exercised where right of interment relates to cremated human remains of a deceased identified veteran, if right of interment is not extended or converted to a perpetual right of interment
s 86	Power to remove and dispose of cremated human remains and remove any memorial if no action taken by right holder within time specified	SPO, TLPOAP	
s 86(2)	Power to leave interred cremated human remains undisturbed or convert the right of interment to a perpetual right of interment	SPO, TLPOAP	
s 86(3)(a)	Power to leave interred cremated human remains undisturbed in perpetuity and convert the right of interment to a perpetual right of interment	SPO, TLPOAP	

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
s 86(3)(b)	Power to remove interred cremated human remains and take further action in accordance with s 86(3)(b)	SPO, TLPOAP	
s 86(4)	power to take action under s 86(4) relating to removing and re-interring cremated human remains	SPO, TLPOAP	
s 86(5)	duty to provide notification before taking action under s 86(4)	SPO, TLPOAP	
s 86A	Duty to maintain place of interment and any memorial at place of interment, if action taken under s 86(3)	SPO, TLPOAP	
s 88	Function to receive applications to carry out a lift and re-position procedure at a place of interment	SPO, TLPOAP	
s 91(1)	Power to cancel a right of interment in accordance with s 91	SPO, TLPOAP	
s 91(3)	Duty to publish notice of intention to cancel right of interment	SPO, TLPOAP	
s 92	Power to pay refund or grant a right of interment in respect of another place of interment to the previous holder of the cancelled right of interment	SPO, TLPOAP	
s 98(1)	Function of receiving application to establish or alter a memorial or a place of interment	SPO, TLPOAP	
s 99	Power to approve or refuse an application made under s 98, or to cancel an approval	SPO, TLPOAP	
s 99(4)	Duty to make a decision on an application under s 98 within 45 days after receipt of the application or within 45 days of receiving further information where requested	SPO, TLPOAP	
s 100(1)	Power to require a person to remove memorials or places of interment	SPO, TLPOAP	
s 100(2)	Power to remove and dispose a memorial or place of interment or remedy a person's failure to comply with s 100(1)	SPO, TLPOAP	
s 100(3)	Power to recover costs of taking action under s 100(2)	SPO, TLPOAP	
s 101	Function of receiving applications to establish or alter	SPO, TLPOAP	

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
	a building for ceremonies in the cemetery		
s 102(1)	Power to approve or refuse an application under section 101, if satisfied of the matters in (b) and (c)	SPO, TLPOAP	
s 102(2) & (3)	Power to set terms and conditions in respect of, or to cancel, an approval granted under s 102(1)	SPO, TLPOAP	
s 103(1)	Power to require a person to remove a building for ceremonies	SPO, TLPOAP	
s 103(2)	Power to remove and dispose of a building for ceremonies or remedy the failure to comply with s 103(1)	SPO, TLPOAP	
s 103(3)	Power to recover costs of taking action under s 103(2)	SPO, TLPOAP	
s 106(1)	Power to require the holder of the right of interment of the requirement to make the memorial or place of interment safe and proper or carry out specified repairs	SPO, TLPOAP	
s 106(2)	Power to require the holder of the right of interment to provide for an examination	SPO, TLPOAP	
s 106(3)	Power to open and examine the place of interment if s 106(2) not complied with	SPO, TLPOAP	
s 106(4)	Power to repair or - with the approval of the Secretary - take down, remove and dispose any memorial or place of interment if notice under s 106(1) is not complied with	SPO, TLPOAP	
s 107(1)	Power to require person responsible to make the building for ceremonies safe and proper or carry out specified repairs	SPO, TLPOAP	
s 107(2)	Power to repair or take down, remove and dispose any building for ceremonies if notice under s 107(1) is not complied with	SPO, TLPOAP	
s 108	Power to recover costs and expenses	DCRS	
s 109(1)(a)	Power to open, examine and repair a place of	SPO, TLPOAP	Where the holder of right of interment or responsible person

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
	interment		cannot be found
s 109(1)(b)	Power to repair a memorial or, with the Secretary's consent, take down, remove and dispose of a memorial	SPO, TLPOAP	Where the holder of right of interment or responsible person cannot be found
s 109(2)	Power to repair the building for ceremonies or, with the consent of the Secretary, take down, remove and dispose of a building for ceremonies	SPO, TLPOAP	Where the holder of right of interment or responsible person cannot be found
s 110(1)	Power to maintain, repair or restore a memorial or place of interment from other funds if unable to find right of interment holder. with consent of the Secretary	Council in its capacity as the Trustee	
s 110(2)	Power to maintain, repair or restore any building for ceremonies from other funds if unable to find responsible person and with consent of the Secretary	Council in its capacity as the Trustee	
s 110A	Power to use cemetery trust funds or other funds for the purposes of establishing, maintaining, repairing or restoring any memorial or place of interment of any deceased identified veteran	DCRS	
s 111	Power to enter into agreement with a holder of the right of interment to maintain a memorial or place of interment	SPO, TLPOAP	
s 112	Power to sell and supply memorials	SPO, TLPOAP	
s 116(4)	Duty to notify the Secretary of an interment authorisation granted	SPO, TLPOAP	
s 116(5)	Power to require an applicant to produce evidence of the right of interment holder's consent to application	SPO, TLPOAP	
s 118	Power to grant an interment authorisation if satisfied that the requirements of Division 2 of Part 8 have been met	SPO, TLPOAP	
s 119	Power to set terms and conditions for interment authorisations	SPO, TLPOAP	
s 131	Function of receiving an application for cremation	SPO, TLPOAP	

### Instrument of Delegation from Council to Members of Council Staff

Cemeteries and Crematoria Act 2003			
	authorisation		
s 133(1)	Duty not to grant a cremation authorisation unless satisfied that requirements of s 133 have been complied with	SPO, TLPOAP	Subject to s 133(2)
s 145	Duty to comply with an order made by the Magistrates' Court or a coroner	SPO, TLPOAP	
s 146	Power to dispose of bodily remains by a method other than interment or cremation	SPO, TLPOAP	Subject to the approval of the Secretary
s 147	Power to apply to the Secretary for approval to dispose of bodily remains by a method other than interment or cremation	SPO, TLPOAP	
s 149	Duty to cease using method of disposal if approval revoked by the Secretary	Council in its capacity as the Trustee	
s 150 & 152(1)	Power to authorise the interment or cremation of body parts if the requirements of Division 1 of Part 11 are met	SPO, TLPOAP	
s 151	Function of receiving applications to inter or cremate body parts	SPO, TLPOAP	
s 152(2)	Power to impose terms and conditions on authorisation granted under s 150	SPO, TLPOAP	
sch 1 cl 8(3)	Power to permit members to participate in a particular meeting by telephone, closed-circuit television or any other means of communication	SPO, TLPOAP	
sch 1 cl 8(8)	Power to regulate own proceedings	SPO, TLPOAP	Subject to cl 8

## Instrument of Delegation from Council to Members of Council Staff

Domestic Animals Act 1994			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 41A(1)	Power to declare a dog to be a menacing dog	CEO, DPPE, MCSA	Council may delegate this power to a Council authorised officer
Environment Protection Act 1970			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 53M(3)	Power to require further information	CEO, DCS, EHO, EIO, MCW, TLHS	
s 53M(4)	Duty to advise applicant that application is not to be dealt with	CEO, DCS, EHO, EIO, MCW, TLHS	
s 53M(5)	Duty to approve plans, issue permit or refuse permit	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect
s 53M(6)	Power to refuse to issue septic tank permit	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect
s 53M(7)	Duty to refuse to issue a permit in circumstances in (a)-(c)	CEO, DCS, EHO, EIO, MCW, TLHS	Refusal must be ratified by Council or it is of no effect
Food Act 1984			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 19(2)(a)	Power to direct by written order that the food premises be put into a clean and sanitary condition	EHO, MCW, TLHS	If s 19(1) applies
s 19(2)(b)	Power to direct by written order that specified steps be taken to ensure that food prepared, sold or handled is safe and suitable	EHO, MCW, TLHS	If s 19(1) applies
s 19(3)	Power to direct by written order that the food premises not be kept or used for the sale, or handling for sale, of any food, or for the preparation of any food, or for any other specified purpose, or for the use of any specified equipment or a specified process	EHO, MCW, TLHS	If s 19(1) applies  Only in relation to temporary food premises or mobile food premises
s 19(4)(a)	Power to direct that an order made under s 19(3)(a) or (b), (i) be affixed to a conspicuous part of the premises, and (ii) inform the public by notice in a published newspaper or otherwise	EHO, MCW, TLHS	If s 19(1) applies
s 19(6)(a)	Duty to revoke any order under section 19 if satisfied	EHO, MCW, TLHS	If s 19(1) applies



# Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
	that an order has been complied with		
s 19(6)(b)	Duty to give written notice of revocation under section 19(6)(a) if satisfied that an order has been complied with	EHO, MCW, TLHS	If s 19(1) applies
s 19AA(2)	Power to direct, by written order, that a person must take any of the actions described in (a)-(c).	EHO, MCW, TLHS	Where Council is the registration authority
s 19AA(4)(c)	Power to direct, in an order made under s 19AA(2) or a subsequent written order, that a person must ensure that any food or class of food is not removed from the premises	EHO, MCW, TLHS	Note: the power to direct the matters under s 19AA(4)(a) and (b) not capable of delegation and so such directions must be made by a Council resolution
s 19AA(7)	Duty to revoke order issued under s 19AA and give written notice of revocation, if satisfied that that order has been complied with	CEO, EHO, MCW, TLHS	Where Council is the registration authority
s 19CB(4)(b)	Power to request copy of records	EHO, MCW, TLHS	Where Council is the registration authority
s 19E(1)(d)	Power to request a copy of the food safety program	EHO, MCW, TLHS	Where Council is the registration authority
s 19GB	Power to request proprietor to provide written details of the name, qualification or experience of the current food safety supervisor	EHO, MCW, TLHS	Where Council is the registration authority
s 19M(4)(a) & (5)	Power to conduct a food safety audit and take actions where deficiencies are identified	EHO, MCW, TLHS	Where Council is the registration authority
s 19NA(1)	Power to request food safety audit reports	EHO, MCW, TLHS	Where Council is the registration authority
s 19U(3)	Power to waive and vary the costs of a food safety audit if there are special circumstances	MCW, TLHS	
s 19UA	Power to charge fees for conducting a food safety assessment or inspection	MCW, TLHS	Except for an assessment required by a declaration under s 19C or an inspection under ss 38B(1)(c) or 39.
s 19W	Power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	EHO, MCW, TLHS	Where Council is the registration authority
s 19W(3)(a)	Power to direct a proprietor of a food premises to have staff at the premises undertake training or instruction	EHO, MCW, TLHS	Where Council is the registration authority
s 19W(3)(b)	Power to direct a proprietor of a food premises to	EHO, MCW, TLHS	Where Council is the registration authority

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## Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
	have details of any staff training incorporated into the minimum records required to be kept or food safety program of the premises		
S 35	Power to register, renew or transfer registration	MCW, TLHS	Where Council is the registration authority  refusal to grant/renew/transfer registration must be ratified by Council or the CEO (see s 58A(2))
s 38AA(5)	Power to (a) request further information; or (b) advise the proprietor that the premises must be registered if the premises are not exempt	EHO, MCW, TLHS	Where Council is the registration authority
s 38AB(4)	Power to fix a fee for the receipt of a notification under s 38AA in accordance with a declaration under s 38AB(1)	MCW, TLHS	Where Council is the registration authority
s 38A(4)	Power to request a copy of a completed food safety program template	MCW	Where Council is the registration authority
s 38B(1)(a)	Duty to assess the application and determine which class of food premises under s 19C the food premises belongs	EHO, MCW, TLHS	Where Council is the registration authority
s 38B(1)(b)	Duty to ensure proprietor has complied with requirements of s 38A	EHO, MCW, TLHS	Where Council is the registration authority
s 38B(2)	Duty to be satisfied of the matters in s 38B(2)(a)-(b)	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(1)	Duty to ensure compliance with the applicable provisions of s 38C and inspect the premises if required by s 39	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(2)	Duty to be satisfied of the matters in s 38D(2)(a)-(d)	EHO, MCW, TLHS	Where Council is the registration authority
s 38D(3)	Power to request copies of any audit reports	EHO, MCW, TLHS	Where Council is the registration authority
s 38E(2)	Power to register the food premises on a conditional basis	MCW, TLHS	Where Council is the registration authority  not exceeding the prescribed time limit defined under s 38E(5)
s 38E(4)	Duty to register the food premises when conditions are satisfied	EHO, MCW, TLHS	Where Council is the registration authority
s 38F(3)(b)	Power to require proprietor to comply with	EHO, MCW, TLHS	Where Council is the registration authority

### Instrument of Delegation from Council to Members of Council Staff

Food Act 1984			
	requirements of this Act		
s 39A	Power to register, renew or transfer food premises despite minor defects	MCW, TLHS	Where Council is the registration authority Only if satisfied of matters in s 39A(2)(a)-(c)
s 40(2)	Power to incorporate the certificate of registration in one document with any certificate of registration under Part 6 of the Public Health and Wellbeing Act 2008	EHO, MCW, TLHS	
s 40C(2)	Power to grant or renew the registration of food premises for a period of less than 1 year	MCW, TLHS	Where Council is the registration authority
s 40D(1)	Power to suspend or revoke the registration of food premises	CEO, MCW	Where Council is the registration authority
s 43F(6)	Duty to be satisfied that registration requirements under Division 3 have been met prior to registering, transferring or renewing registration of a component of a food business	MCW, TLHS	Where Council is the registration authority
s 43F(7)	Power to register the components of the food business that meet requirements in Division 3 and power to refuse to register the components that do not meet the requirements	MCW, TLHS	Where Council is the registration authority
s 46(5)	Power to institute proceedings against another person where the offence was due to an act or default by that other person and where the first person charged could successfully defend a prosecution, without proceedings first being instituted against the person first charged	MCW, TLHS	Where Council is the registration authority

## Instrument of Delegation from Council to Members of Council Staff

Heritage Act 2017			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 116	Power to sub-delegate Executive Director's functions, duties or powers	CEO, DPPE	Must first obtain Executive Director's written consent  Council can only sub-delegate if the Instrument of Delegation from the Executive Director authorises sub-delegation
Local Government Act 1989			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 181H	Power to enter into an environmental upgrade agreement on behalf of Council and declare and levy an environmental upgrade charge	CEO	
S 185L	Power to declare and levy a cladding rectification charge	CEO	
Planning and Environment Act 1987			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 4B	Power to prepare an amendment to the Victorian Planning Provisions	CEO, CSLUP, DPPE, MBP, MSPED	If authorised by the Minister
s 4G	Function of receiving prescribed documents and a copy of the Victorian Planning Provisions from the Minister	CEO, DPPE	
s 4H	Duty to make amendment to Victoria Planning Provisions available	CEO, DPPE	
s 4I	Duty to keep Victorian Planning Provisions and other documents available	CEO, SPG	
s 8A(2)	Power to prepare amendment to the planning scheme where the Minister has given consent under s 8A	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	
s 8A(3)	Power to apply to Minister to prepare an amendment to the planning scheme	CEO, DPPE	The Delegate only authorised to apply to the Minister to prepare amendments to planning schemes which: a) relate to the correction of anomalous provisions and planning scheme errors or provides for minor changes to update the

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
			<p>planning scheme to accord with the Victorian Planning Provisions;</p> <p>b) are of genuine economic significance to the municipality and where the amendment will give effect to an outcome where the issues have been reasonably considered and the views of affected parties are known; and</p> <p>c) relate to the interim protection of individual heritage places having local or State significance which are proposed for demolition.</p> <p>The Delegate must only proceed under b) and c) above where there is no reasonable opportunity for the matter to be reported to Council for resolution. Where delegations under b) and c) are exercised reports must be provided to the next available Council meeting.</p>
s 8A(5)	Function of receiving notice of the Minister's decision	CEO, DPPE	
s 8A(7)	Power to prepare the amendment specified in the application without the Minister's authorisation if no response received after 10 business days	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	
s 8B(2)	Power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	CEO, DPPE	
s 12(3)	Power to carry out studies and do things to ensure proper use of land and consult with other persons to ensure co-ordination of planning scheme with these persons	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 12A(1)	Duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s19 of the Planning and Environment (Planning Schemes) Act 1996)	CEO, CSLUP, DPPE, MBP, MSPED, TLGADA	The Municipal Strategic Statement must be referred to Council for adoption.
s 12B(1)	Duty to review planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	Revised planning scheme must be referred to Council for adoption.
s 12B(2)	Duty to review planning scheme at direction of Minister	CEO, CSLUP, DPPE, MBP, MSPED	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s.12B(5)	duty to report findings of review of planning scheme to Minister without delay	CEO, DPPE	
s 14	duties of a Responsible Authority as set out in s 14(a) to (d)	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 17(1)	Duty of giving copy amendment to the planning scheme	CEO, SPG	
s 17(2)	Duty of giving copy s 173 agreement	CEO, SPG	
s 17(3)	Duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	CEO, SPG	
s 18	Duty to make amendment etc. available	CEO, SPG	
s 19	Power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s 19 to a planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 19	Function of receiving notice of preparation of an amendment to a planning scheme	CEO, CSLUP, DPPE, MBP, MSPED, STLG	Where Council is not the planning authority and the amendment affects land within Council's municipal district; or  Where the amendment will amend the planning scheme to designate Council as an acquiring authority.
s 20(1)	Power to apply to Minister for exemption from the requirements of s 19	CEO, DPPE, MBP, MSPED	
s 21(2)	Duty to make submissions available	CEO, SPG	
s 21A(4)	Duty to publish notice	CEO, SPG	
s 22	Duty to consider all submissions	CEO, SPG	Except submissions which request a change to the items in s 22(5)(a) and (b)
s 23(1)(b)	Duty to refer submissions which request a change to the amendment to a panel	CEO, DPPE, MSPED	
s 23(2)	Power to refer to a panel submissions which do not require a change to the amendment	CEO, DPPE	Must be referred to Council for decision
s 24	Function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D)	CEO, SPG, STLG	



### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 26(1)	Power to make report available for inspection	CEO, SPG	
s 26(2)	Duty to keep report of panel available for inspection	CEO, SPG	
s 27(2)	Power to apply for exemption if panel's report not received	CEO, DPPE	
s 28	Duty to notify the Minister if abandoning an amendment	CEO, DPPE	Note: the power to make a decision to abandon an amendment cannot be delegated
s 30(4)(a)	Duty to say if amendment has lapsed	CEO, SPG	
s 30(4)(b)	Duty to provide information in writing upon request	CEO, SPG	
s 32(2)	Duty to give more notice if required	CEO, SPG	
s 33(1)	Duty to give more notice of changes to an amendment	CEO, SPG	
s 36(2)	Duty to give notice of approval of amendment	CEO, SPG	
s 38(5)	Duty to give notice of revocation of an amendment	CEO, SPG	
s 39	Function of being a party to a proceeding commenced under s 39 and duty to comply with determination by VCAT	CEO, SPG	
s 40(1)	Function of lodging copy of approved amendment	CEO, SPG	
s 41	Duty to make approved amendment available	CEO, SPG	
s 42	Duty to make copy of planning scheme available	CEO, SPG	
s 46AAA	Duty to prepare an amendment to a planning scheme that relates to Yarra River land that is not inconsistent with anything in a Yarra Strategic Plan which is expressed to be binding on the responsible public entity	CEO, SPG	Where Council is a responsible public entity and is a planning authority  Note: this provision is not yet in force, and will commence on the day on which the initial Yarra Strategic Plan comes into operation. It will affect a limited number of councils
s 46AW	Function of being consulted by the Minister	CEO, DPPE, MSPED	Where Council is a responsible public entity
s 46AX	Function of receiving a draft Statement of Planning Policy and written direction in relation to the endorsement of the draft Statement of Planning Policy	CEO	Where Council is a responsible public entity

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	Power to endorse the draft Statement of Planning Policy		
s 46AZC(2)	Duty not to prepare an amendment to a declared area planning scheme that is inconsistent with a Statement of Planning Policy for the declared area that is expressed to be binding on the responsible public entity	CEO	Where Council is a responsible public entity
s 46AZK	Duty not to act inconsistently with any provision of the Statement of Planning Policy that is expressed to be binding on the public entity when performing a function or duty or exercising a power in relation to the declared area	CEO, DPPE, SPG, SSG	Where Council is a responsible public entity
s 46GI(2)(b)(i)	Power to agree to a lower rate of standard levy for a class of development of a particular type of land than the rate specified in a Minister's direction	Council	Where Council is the planning authority, the municipal Council of the municipal district in which the land is located and/or the development agency
s 46GJ(1)	Function of receiving written directions from the Minister in relation to the preparation and content of infrastructure contributions plans	CEO, DPPE, MSPED	
s 46GK	Duty to comply with a Minister's direction that applies to Council as the planning authority	CEO, DPPE, MSPED	
s 46GN(1)	Duty to arrange for estimates of values of inner public purpose land	CEO, DPPE, MSPED	
s 46GO(1)	Duty to give notice to owners of certain inner public purpose land	CEO, DPPE, MSPED	
s 46GP	Function of receiving a notice under s 46GO	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GQ	Function of receiving a submission from an affected owner who objects to the estimated value per hectare (or other appropriate unit of measurement) of the inner public purpose land	CEO, DPPE, MSPED	
s 46GR(1)	Duty to consider every submission that is made by the closing date for submissions included in the notice under s 46GO	CEO, DPPE, MSPED	
s 46GR(2)	Power to consider a late submission	CEO, DPPE, MSPED	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	Duty to consider a late submission if directed to do so by the Minister		
s 46GS(1)	Power to accept or reject the estimate of the value of the inner public purpose land in a submission made under s 46GQ	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GS(2)	Duty, if Council rejects the estimate of the value of the inner public purpose land in the submission, to refer the matter to the valuer-general, and notify the affected owner of the rejection and that the matter has been referred to the valuer-general	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GT(2)	Duty to pay half of the fee fixed by the valuer-general for arranging and attending the conference	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GT(4)	Function of receiving, from the valuer-general, written confirmation of the agreement between the planning authority's valuer and the affected owner's valuer as to the estimated value of the inner public purpose land	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GT(6)	Function of receiving, from the valuer-general, written notice of a determination under s 46GT(5)	CEO, DCRS, DPPE, MPRV, MSPED	
s 46GU	Duty not to adopt an amendment under s.29 to an infrastructure contributions plan that specifies a land credit amount or a land equalisation amount that relates to a parcel of land in the ICP plan area of the plan unless the criteria in s 46GU(1)(a) and (b) are met	CEO, DPPE, MSPED	
s 46GV(3)	fFunction of receiving the monetary component and any land equalisation amount of the infrastructure contribution  Power to specify the manner in which the payment is to be made	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency
s 46GV(3)(b)	Power to enter into an agreement with the applicant	CEO, DPPE, MSPED	Where Council is the collecting agency

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GV(4)(a)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	CEO, DCRS, DPPE, MPRV, MSPED, SSG	Where Council is the development agency
s 46GV(4)(b)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	CEO, DCRS, DPPE, MPRV, MSPED, SSG	Where Council is the collecting agency
s 46GV(7)	Duty to impose the requirements set out in s 46GV(3) and (4) as conditions on the permit applied for by the applicant to develop the land in the ICP plan area	CEO, DPPE, SPG, SSG	
s 46GV(9)	Power to require the payment of a monetary component or the provision of the land component of an infrastructure contribution to be secured to Council's satisfaction	CEO, DPPE, SPG, SSG	Where Council is the collecting agency
s 46GX(1)	Power to accept works, services or facilities in part or full satisfaction of the monetary component of an infrastructure contribution payable	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GX(2)	Duty, before accepting the provision of works, services or facilities by an applicant under s 46GX(1), to obtain the agreement of the development agency or agencies specified in the approved infrastructure contributions plan	CEO, DPPE, MSPED	Where Council is the collecting agency
s 46GY(1)	Duty to keep proper and separate accounts and records	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the collecting agency
s 46GY(2)	Duty to keep the accounts and records in accordance with the Local Government Act 1989	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the collecting agency
s 46GZ(2)(a)	Duty to forward any part of the monetary component that is imposed for plan preparation costs to the planning authority that incurred those costs	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan  This duty does not apply where Council is that planning authority
s 46GZ(2)(a)	Function of receiving the monetary component	CEO, DCRS, DPPE	Where the Council is the planning authority  This duty does not apply where Council is also the collecting agency
s 46GZ(2)(b)	Duty to forward any part of the monetary component that is imposed for the provision of works, services or	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	facilities to the development agency that is specified in the plan, as responsible for those works, services or facilities		This provision does not apply where Council is also the relevant development agency
s 46GZ(2)(b)	Function of receiving the monetary component	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the collecting agency
s 46GZ(4)	Duty to use any land equalisation amounts to pay land credit amounts under s 46GZ(7), except any part of those amounts that are to be forwarded to a development agency under s 46GZ(5)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(5)	Duty to forward any part of a land equalisation amount required for the acquisition of outer public purpose land by a development agency specified in the approved infrastructure contributions plan to that development agency	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the relevant development agency
s 46GZ(5)	Function of receiving any part of a land equalisation amount required for the acquisition of outer public purpose land	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the development agency specified in the approved infrastructure contributions plan  This provision does not apply where Council is also the collecting agency
s 46GZ(7)	Duty to pay to each person who must provide an infrastructure contribution under the approved infrastructure contributions plan any land credit amount to which the person is entitled under s 46GW	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(9)	Duty to transfer the estate in fee simple in the land to the development agency specified in the approved infrastructure contributions plan as responsible for the use and development of that land	CEO, DCRS, DPPE, MFA, MPRV, MSPED	If any inner public purpose land is vested in Council under the Subdivision Act 1988 or acquired by Council before the time it is required to be provided to Council under s 46GV(4)  Where Council is the collecting agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the development agency

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 46GZ(9)	Function of receiving the fee simple in the land	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the development agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the collecting agency
s 46GZA(1)	Duty to keep proper and separate accounts and records	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZA(2)	Duty to keep the accounts and records in accordance with the Local Government Act 1989	CEO, DCRS, DPPE, MFA, MPRV, MSPED	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(3)	Duty to follow the steps set out in s 46GZB(3)(a) – (c)	CEO, DCRS, DCS, DCTP, DPPE, MFA, MSPED	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(4)	Duty, in accordance with requirements of the VPA, to report on the use of the infrastructure contribution in the development agency's annual report and provide reports on the use of the infrastructure contribution to the VPA	CEO, DCRS, DPPE, MFA, MSPED	If the VPA is the collecting agency under an approved infrastructure contributions plan  Where Council is a development agency under an approved infrastructure contributions plan
s 46GZD(2)	Duty, within 6 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZD(2)(a) and (b)	CEO	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZD(3)	Duty to follow the steps set out in s 46GZD(3)(a) and (b)	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZD(5)	Duty to make payments under s 46GZD(3) in accordance with ss 46GZD(5)(a) and 46GZD(5)(b)	CEO, DCRS, DPPE, MFA, MSPED	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZE(2)	Duty to forward the land equalisation amount back to the collecting agency within 6 months after the expiry date if any part of a land equalisation amount paid or forwarded to a development agency for acquiring outer public purpose land has not been expended by the development agency to acquire that land at the date on which the approved infrastructure contributions plan expires	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan  This duty does not apply where Council is also the collecting agency
s 46GZE(2)	Function of receiving the unexpended land equalisation amount	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan



# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
			This duty does not apply where Council is also the development agency
s 46GZE(3)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZE(3)(a) and (b)	CEO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(2)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to use the public purpose land for a public purpose approved by the Minister or sell the public purpose land	CEO	Where Council is the development agency under an approved infrastructure contributions plan
s.46GZF(3)	Duty, if land is sold under s.46GZF(2)(b), to follow the steps in s.46GZF(3)(a) and (b)	CEO, DCRS, DPPE	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZF(3)	s 46GZF(3)(a) function of receiving proceeds of sale	CEO, DCRS, DPPE	Where Council is the collection agency under an approved infrastructure contributions plan  This provision does not apply where Council is also the development agency
s 46GZF(4)	Duty to divide the proceeds of the public purpose land among the current owners of each parcel of land in the ICP plan area and pay each current owner a portion of the proceeds in accordance with s 46GZF(5)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(6)	Duty to make the payments under s 46GZF(4) in accordance with s 46GZF(6)(a) and (b)	CEO, DCRS, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZH	Power to recover the monetary component, or any land equalisation amount of the land component, payable under Part 3AB as a debt in any court of competent jurisdiction	CEO, DPPE	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZI	Duty to prepare and give a report to the Minister at the times required by the Minister	CEO, DCRS, DPPE	Where Council is a collecting agency or development agency
s 46GZK	Power to deal with public purpose land which has vested in, been acquired by, or transferred to, Council	CEO, DCRS, DPPE	Where Council is a collecting agency or development agency
s 46LB(3)	Duty to publish, on Council's Internet site, the	CEO, DPPE, MSPED	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	payable dwelling amount for a financial year on or before 1 July of each financial year for which the amount is adjusted under s 46LB (2)		
s 46N(1)	Duty to include condition in permit regarding payment of development infrastructure levy	CEO, SPG, SSG	
s 46N(2)(c)	Function of determining time and manner for receipt of development contributions levy	CEO, SPG, SSG	
s 46N(2)(d)	Power to enter into an agreement with the applicant regarding payment of development infrastructure levy	CEO, DPPE, MSPED	Power to reduce or waive infrastructure levy is limited to DPPE Note separate requirements under s.46P(2) for agreements relating to provision of land, works, services or facilities
s 46O(1)(a) & (2)(a)	Power to ensure that community infrastructure levy is paid, or agreement is in place, prior to issuing building permit	CEO, DPPE, MBP, MBS, MSPED	
s 46O(1)(d) & (2)(d)	Power to enter into agreement with the applicant regarding payment of community infrastructure levy	CEO, DPPE, MBP, MSPED	
s 46P(1)	Power to require payment of amount of levy under s 46N or s 46O to be satisfactorily secured	CEO, SPG, SSG	
s 46P(2)	Power to accept provision of land, works, services or facilities in part or full payment of levy payable	CEO, DPPE, MBP, MSPED	to be co-signed by two delegates
s 46Q(1)	Duty to keep proper accounts of levies paid	CEO, DCRS, DPPE, MFA, MSPED	
s 46Q(1A)	Duty to forward to development agency part of levy imposed for carrying out works, services, or facilities on behalf of development agency or plan preparation costs incurred by a development agency or plan preparation costs incurred by a development agency	CEO, DCRS, DPPE	
s 46Q(2)	Duty to apply levy only for a purpose relating to the provision of plan preparation costs or the works, services and facilities in respect of which the levy was paid etc	CEO, DCRS, DPPE, MFA, MSPED	
s 46Q(3)	Power to refund any amount of levy paid if it is satisfied the development is not to proceed	CEO, DPPE, MBP, MSPED	Only applies when levy is paid to Council as a 'development agency'

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Planning and Environment Act 1987			
s 46Q(4)(c)	Duty to pay amount to current owners of land in the area if an amount of levy has been paid to a municipal Council as a development agency for plan preparation costs incurred by the Council or for the provision by the Council of works, services or facilities in an area under s 46Q(4)(a)	CEO, DCRS, DPPE, MBP, MFA, MSPED	Must be done within six months of the end of the period required by the development contributions plan and with the consent of, and in the manner approved by, the Minister
s 46Q(4)(d)	Duty to submit to the Minister an amendment to the approved development contributions plan	CEO, DCRS, DPPE	Must be done in accordance with Part 3
s46Q(4)(e)	Duty to expend that amount on other works etc.	CEO, DPPE, MBP, MSPED	With the consent of, and in the manner approved by, the Minister
s 46QC	Power to recover any amount of levy payable under Part 3B	CEO, DPPE, MBP, MSPED	
s 46QD	Duty to prepare report and give a report to the Minister	CEO, DCRS, DPPE, MFA, MSPED	Where Council is a collecting agency or development agency
s 46V(3)	Duty to make a copy of the approved strategy plan (being the Melbourne Airport Environs Strategy Plan) and any documents lodged with it available	CEO, SPG	
s 46Y	Duty to carry out works in conformity with the approved strategy plan	CEO, SPG	
s 47	Power to decide that an application for a planning permit does not comply with that Act	CEO, SPG, SSG	
s 49(1)	Duty to keep a register of all applications for permits and determinations relating to permits	CEO, SPG	
s 49(2)	Duty to make register available for inspection	CEO, SPG	
s 50(4)	Duty to amend application	CEO, SPG, SSG	
s 50(45)	Power to refuse to amend application	CEO, SPG, SSG	
s 50(6)	Duty to make note of amendment to application in register	MBP	
s 50A(1)	Power to make amendment to application	CEO, SPG, SSG	
s 50A(3)	Power to require applicant to notify owner and make a declaration that notice has been given	CEO, SPG	

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 50A(4)	Duty to note amendment to application in register	CEO, SPG, SSG	
s 51	Duty to make copy of application available for inspection	CEO, SPG, SSG	
s 52(1)(a)	Duty to give notice of the application to owners/occupiers of adjoining allotments unless satisfied that the grant of permit would not cause material detriment to any person	CEO, SPG, SSG	
s 52(1)(b)	Duty to give notice of the application to other municipal Council where appropriate	CEO, SPG	
s 52(1)(c)	Duty to give notice of the application to all persons required by the planning scheme	CEO, SPG, SSG	
s 52(1)(ca)	Duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if may result in breach of covenant	CEO, SPG, SSG	
s 52(1)(cb)	Duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if application is to remove or vary the covenant	CEO, SPG, SSG	
s 52(1)(d)	Duty to give notice of the application to other persons who may be detrimentally effected	CEO, SPG, SSG	
s.52(1AA)	Duty to give notice of an application to remove or vary a registered restrictive covenant	CEO, SPG, SSG	
s 52(3)	Power to give any further notice of an application where appropriate	CEO, SPG, SSG	
s 53(1)	Power to require the applicant to give notice under s 52(1) to persons specified by it	CEO, SPG, SSG	
s 53(1A)	Power to require the applicant to give the notice under s 52(1AA)	CEO, SPG, SSG	
s 54(1)	Power to require the applicant to provide more information	CEO, SPG, SSG	
s 54(1A)	Duty to give notice in writing of information required under s 54(1)	CEO, SPG, SSG	

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 54(1B)	Duty to specify the lapse date for an application	CEO, SPG, SSG	
s 54A(3)	Power to decide to extend time or refuse to extend time to give required information	CEO, DPPE, SPG, SSG	
s 54A(4)	Duty to give written notice of decision to extend or refuse to extend time under s 54A(3)	CEO, SSO, SPG	
s 55(1)	Duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	CEO, SSO, SPG	
s 57(2A)	Power to reject objections considered made primarily for commercial advantage for the objector	CEO, DPPE, MBP	
s 57(3)	Function of receiving name and address of persons to whom notice of decision is to go	CEO, SSO, SPG	
s 57(5)	Duty to make available for inspection copy of all objections	CEO, SSO, SPG	
s 57A(4)	Duty to amend application in accordance with applicant's request, subject to s 57A(5)	CEO, SSO, SPG	
s 57A(5)	Power to refuse to amend application	CEO, SSO, SPG	
s 57A(6)	Duty to note amendments to application in register	CEO, DPPE, MBP, MSPED, TLGADA, TLGA, TLSP	
s 57B(1)	Duty to determine whether and to whom notice should be given	CEO, SPG, SSG	
s 57B(2)	Duty to consider certain matters in determining whether notice should be given	CEO, SPG, SSG	
s 57C(1)	Duty to give copy of amended application to referral authority	CEO, SPG, SSG	
s 58	Duty to consider every application for a permit	CEO, SPG, SSG	
s 58A	Power to request advice from the Planning Application Committee	CEO, DPPE	
s 60	Duty to consider certain matters	CEO, SPG, SSG	
s 60(1A)	Duty to consider certain matters	CEO, SPG, SSG	
s 60(1B)	Duty to consider number of objectors in considering	CEO, DPPE, MBP, MSPED, SPG, SSG	

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	whether use or development may have significant social effect		Applications where 5 objections or with a petition or group objection with 5 signatories are received must be referred to Council for decision.
s 61(1)	Power to determine permit application, either to decide to grant a permit, to decide to grant a permit with conditions or to refuse a permit application	CEO, DPPE, MBP, MSPED, PP, SP, TLGADA, STLG	<p>The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006</p> <p>Power to grant permit or provide notice of decision to grant a permit only if less than 5 objections are received. If 5 or more objections are received, a petition or group objection with 5 signatories or where at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing, the application must be reported to Council.</p> <p>The delegate has the power to refuse the permit unless at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing that the application must be reported to Council (excluding procedural matters).</p> <p>Applications involving the complete or partial demolition of buildings within a Heritage Overlay that are not subject to the VicSmart pathway or involving the removal of two or more river red gum trees that have a trunk diameter of 50 centimetres or more at 1.3 metres above ground level must be reported to Council for a decision, unless Council has already made a decision on those trees through a strategic planning process.</p>
s 61(2)	Duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit	CEO, SPG, SSG	
s 61(3)(a)	Duty not to decide to grant a permit to use coastal Crown land without Minister's consent	MBP	
s 61(3)(b)	Duty to refuse to grant the permit without the Minister's consent	CEO, SPG, SSG	
s 61(4)	Duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	CEO, SPG, SSG	
s 62(1)	Duty to include certain conditions in deciding to grant	CEO, SPG, SSG	

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	a permit		
s 62(2)	Power to include other conditions	CEO, SPG, SSG	
s 62(4)	Duty to ensure conditions are consistent with paragraphs (a),(b) and (c)	CEO, SPG, SSG	
s 62(5)(a)	Power to include a permit condition to implement an approved development contributions plan or an approved infrastructure contributions plan	CEO, SPG, SSG	
s 62(5)(b)	Power to include a permit condition that specified works be provided on or to the land or paid for in accordance with s 173 agreement	CEO, SPG, SSG	
s 62(5)(c)	Power to include a permit condition that specified works be provided or paid for by the applicant	CEO, SSO, SPG	
s 62(6)(a)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with ss 46N(1), 46GV(7) or 62(5)	CEO, SSO, SPG	
s 62(6)(b)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except a condition that a planning scheme requires to be included as referred to in s 62(1)(a)	CEO, SSO, SPG	
s 63	Duty to issue the permit where made a decision in favour of the application (if no one has objected)	CEO, SSO, SPG	
s 64(1)	Duty to give notice of decision to grant a permit to applicant and objectors	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64(3)	Duty not to issue a permit until after the specified period	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64(5)	Duty to give each objector a copy of an exempt decision	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64A	Duty not to issue permit until the end of a period when an application for review may be lodged with VCAT or until VCAT has determined the application, if a relevant recommending referral authority has objected to the grant of a permit	CEO, SSO, SPG	This provision applies also to a decision to grant an amendment to a permit - see s 75A



### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 65(1)	Duty to give notice of refusal to grant permit to applicant and person who objected under s 57	CEO, SSO, SPG	
s 66(1)	Duty to give notice under s 64 or s 65 and copy permit to relevant determining referral authorities	CEO, SPG, SSG	
s 66(2)	Duty to give a recommending referral authority notice of its decision to grant a permit	CEO, SPG, SSG	If the recommending referral authority objected to the grant of the permit or the responsible authority decided not to include a condition on the permit recommended by the recommending referral authority
s 66(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	CEO, SPG, SSG	If the recommending referral authority objected to the grant of the permit or the recommending referral authority recommended that a permit condition be included on the permit
s 66(46)	Duty to give a recommending referral authority a copy of any permit which Council decides to grant and a copy of any notice given under s 64 or 65	CEO, SPG, SSG	If the recommending referral authority did not object to the grant of the permit or the recommending referral authority did not recommend a condition be included on the permit
s 69(1)	Function of receiving application for extension of time of permit	CEO, SPG, SSG	
s 69(1A)	Function of receiving application for extension of time to complete development	CEO, SPG, SSG	
s 69(2)	Power to extend time	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	The delegate has the power to approve the extension of time request. The delegate can refuse an extension of time request unless at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing that the application must be reported to Council.
s 70	Duty to make copy permit available for inspection	ASOS, CEO, PSO, SPG, SSG	
s 71(1)	Power to correct certain mistakes	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
s 71(2)	Duty to note corrections in register	CEO, PSO, SSO, SPG, SSG	
s 73	Power to decide to grant amendment subject to conditions	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 74	Duty to issue amended permit to applicant if no objectors	CEO, SPG, SSG	
s 76	Duty to give applicant and objectors notice of	CEO, SPG	

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	decision to refuse to grant amendment to permit		
s 76A(1)	Duty to give relevant determining referral authorities copy of amended permit and copy of notice	CEO, SPG, SSG	
s 76A(2)	Duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	CEO, PSO, SPG, SSG	If the recommending referral authority objected to the amendment of the permit or the responsible authority decided not to include a condition on the amended permit recommended by the recommending referral authority
s 76A(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	CEO, PSO, SPG, SSG	If the recommending referral authority objected to the amendment of the permit or the recommending referral authority recommended that a permit condition be included on the amended permit
s 76A(46)	Duty to give a recommending referral authority a copy of any amended permit which Council decides to grant and a copy of any notice given under s 64 or 76	CEO, PSO, SPG, SSG	If the recommending referral authority did not object to the amendment of the permit or the recommending referral authority did not recommend a condition be included on the amended permit
s 76D	Duty to comply with direction of Minister to issue amended permit	CEO, SPG	
s 83	Function of being respondent to an appeal	CEO, SPG	
s 83B	Duty to give or publish notice of application for review	CEO, SPG	
s 84(1)	Power to decide on an application at any time after an appeal is lodged against failure to grant a permit	CEO	Power to decide only if less than 5 objections are received or there is a petition or group objection with less than 5 signatories, the matter is of a procedural nature or has already been before Council for a decision as part of a strategic planning process. If 5 or more objections are received, a petition or group objection with 5 or more signatories is received or the application sought the removal of two or more river red gums that have a trunk diameter of 50 centimetres or more at 1.3 metres above ground, or where at least 2 Councillors (call in) make a request to the CEO, DPPE or MDA in writing, the application must be reported to Council. If timelines do not permit for any of the above triggers, the delegate must decide the application and report the matter to the next Council meeting for information.

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 84(2)	Duty not to issue a permit or notice of decision or refusal after an application is made for review of a failure to grant a permit	CEO, SPG	
s 84(3)	Duty to tell principal registrar if decide to grant a permit after an application is made for review of its failure to grant a permit	CEO, SPG	
s 84(6)	Duty to issue permit on receipt of advice within 3 working days	CEO, SPG	
s 84AB	Power to agree to confining a review by the Tribunal	CEO, SPG, SSG	
s 86	Duty to issue a permit at order of Tribunal within 3 working days	CEO, SPG	
s 87(3)	Power to apply to VCAT for the cancellation or amendment of a permit	CEO, DPPE, MBP	Applications for a cancellation of a permit must be referred to the CEO. Applications for an amendment of a permit must be referred to the DPPE and/or MDA.
s 90(1)	Function of being heard at hearing of request for cancellation or amendment of a permit	CEO, SPG, SSG	
s 91(2)	Duty to comply with the directions of VCAT	CEO, SPG, SSG	
s 91(2A)	Duty to issue amended permit to owner if Tribunal so directs	CEO, SPG, SSG	
s 92	Duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s 90	CEO, SPG, SSG	
s 93(2)	Duty to give notice of VCAT order to stop development	CEO, SPG, SSG	
s 95(3)	Function of referring certain applications to the Minister	CEO, SPG, SSG	
s 95(4)	Duty to comply with an order or direction	CEO, SPG, SSG	
s 96(1)	Duty to obtain a permit from the Minister to use and develop its land	CEO, SPG	
s 96(2)	Function of giving consent to other persons to apply	CEO, DPPE, MBP, MSPED	

# Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	to the Minister for a permit to use and develop Council land		must be reported to Council for decision
s 96A(2)	Power to agree to consider an application for permit concurrently with preparation of proposed amendment	CEO, DPPE, MBP, MSPED	
s 96C	Power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C	CEO, SPG	
s 96F	Duty to consider the panel's report under s 96E	CEO, SPG	
s 96G(1)	Power to determine to recommend that a permit be granted or to refuse to recommend that a permit be granted and power to notify applicant of the determination (including power to give notice under s 23 of the Planning and Environment (Planning Schemes) Act 1996)	CEO, DPPE, MBP, MSPED	must be reported to Council for decision
s 96H(3)	Power to give notice in compliance with Minister's direction	CEO, SPG	
s 96J	Power to issue permit as directed by the Minister	CEO, SPG	
s 96K	Duty to comply with direction of the Minister to give notice of refusal	CEO, SPG	
s 96Z	Duty to keep levy certificates given to it under ss 47 or 96A for no less than 5 years from receipt of the certificate	CEO, SPG	
s 97C	Power to request Minister to decide the application	CEO, DPPE, MBP, MSPED	
s 97D(1)	Duty to comply with directions of Minister to supply any document or assistance relating to application	CEO, SPG, SSG	
s 97G(3)	Function of receiving from Minister copy of notice of refusal to grant permit or copy of any permit granted by the Minister	ASOS, CEO, PSO, SPG, SSG	
s 97G(6)	Duty to make a copy of permits issued under s 97F available for inspection	CEO, PSO, SSO, SPG, SSG	
s 97L	Duty to include Ministerial decisions in a register kept	CEO, PSO, SSO, SPG, SSG	

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	under s 49		
s 97MH	Duty to provide information or assistance to the Planning Application Committee	CEO, DPPE, MBP, MSPED	
s 97MI	Duty to contribute to the costs of the Planning Application Committee or subcommittee	CEO, DPPE	
s 97O	Duty to consider application and issue or refuse to issue certificate of compliance	CEO, SPG, SSG	
s 97P(3)	Duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	CEO, SPG, SSG	
s 97Q(2)	Function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	CEO, SPG, SSG	
s 97Q(4)	Duty to comply with directions of VCAT	CEO, SPG, SSG	
s 97R	Duty to keep register of all applications for certificate of compliance and related decisions	CEO, PSO, SSO, SPEG, SPG, SSG	
s 98(1)&(2)	Function of receiving claim for compensation in certain circumstances	CEO, SPG	
s 98(4)	Duty to inform any person of the name of the person from whom compensation can be claimed	CEO, DPPE, MBP, MSPED	
s 101	Function of receiving claim for expenses in conjunction with claim	CEO, SPG	
s 103	Power to reject a claim for compensation in certain circumstances	CEO, DPPE, MBP, MSPED	
s.107(1)	function of receiving claim for compensation	CEO, SPG	
s 107(3)	Power to agree to extend time for making claim	CEO, SPG	
s 114(1)	Power to apply to the VCAT for an enforcement order	CEO, DPPE	
s 117(1)(a)	Function of making a submission to the VCAT where objections are received	CEO, SPG	
s 120(1)	Power to apply for an interim enforcement order where s 114 application has been made	CEO, DPPE	
s 123(1)	Power to carry out work required by enforcement order and recover costs	CEO, DPPE	

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## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 123(2)	Power to sell buildings, materials, etc salvaged in carrying out work under s 123(1)	CEO, DPPE	Except Crown Land
s 129	Function of recovering penalties	CEO, DPPE, MBP, SPEG	
s 130(5)	Power to allow person served with an infringement notice further time	CEO, DPPE, MBP, MSPED	
s 149A(1)	Power to refer a matter to the VCAT for determination	CEO, DPPE, MBP, MSPED	
s 149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement	CEO, DPPE, MBP, MSPED	
s 156	Duty to pay fees and allowances (including a payment to the Crown under s 156(2A)), and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under s 156(2B) power to ask for contribution under s 156(3) and power to abandon amendment or part of it under s 156(4)	CEO, CSLUP, DPPE, MBP, MSPED	Where Council is the relevant planning authority
s 171(2)(f)	Power to carry out studies and commission reports	CEO, CSLUP, DPPE, MBP, MSPED, STLG	
s 171(2)(g)	Power to grant and reserve easements	MBP	
s 172C	Power to compulsorily acquire any outer public purpose land that is specified in the approved infrastructure contributions plan	CEO	Where Council is a development agency specified in an approved infrastructure contributions plan
s 172D(1)	Power to compulsorily acquire any inner public purpose land that is specified in the plan before the time that the land is required to be provided to Council under s 46GV(4)	CEO	Where Council is a collecting agency specified in an approved infrastructure contributions plan
s 172D(2)	Power to compulsorily acquire any inner public purpose land, the use and development of which is to be the responsibility of Council under the plan, before the time that the land is required to be provided under s 46GV(4)	CEO	Where Council is the development agency specified in an approved infrastructure contributions plan
s 173(1)	Power to enter into agreement covering matters set out in s 174	CEO, DPPE, MBP, MSPED	Note limitations for agreements relating to works in kind for development or infrastructure levies under s.46GX(1) and

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
			46P(2)
s 173(1A)	Power to enter into an agreement with an owner of land for the development or provision of land in relation to affordable housing	CEO, DPPE, MBP, MSPED	Where Council is the relevant responsible authority
	Power to decide whether something is to the satisfaction of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires something to be to the satisfaction of Council or Responsible Authority	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
	Power to give consent on behalf of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires that something may not be done without the consent of Council or Responsible Authority	CEO, CSLUP, DPPE, MBP, MSPED, PP, STLG	
s 177(2)	Power to end a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CEO, DPPE	
s 178	power to amend a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
s 178A(1)	Function of receiving application to amend or end an agreement	CEO, SPG, SSG	
s 178A(3)	Function of notifying the owner as to whether it agrees in principle to the proposal under s 178A(1)	CEO, SPG, SSG	
s 178A(4)	Function of notifying the applicant and the owner as to whether it agrees in principle to the proposal	CEO, SPG, SSG	
s 178A(5)	Power to propose to amend or end an agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	
s 178B(1)	Duty to consider certain matters when considering proposal to amend an agreement	CEO, DPPE, MBP, MSPED, PP, STLG	
s 178B(2)	Duty to consider certain matters when considering proposal to end an agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	



### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 178C(2)	Duty to give notice of the proposal to all parties to the agreement and other persons who may be detrimentally affected by decision to amend or end	CEO, SPG, SSG	
s 178C(4)	Function of determining how to give notice under s 178C(2)	CEO, SPG, SSG	
s 178E(1)	Duty not to make decision until after 14 days after notice has been given	CEO, SPG, SSG	
s.178E(2)(a)	Power to amend or end the agreement in accordance with the proposal	CEO, TLGADA, SPG, SSG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(2)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(2)(c)	Power to refuse to amend or end the agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	If no objections are made under s 178D Must consider matters in s 178B
s 178E(3)(a)	Power to amend or end the agreement in accordance with the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s 178E(3)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s.178E(3)(c)	power to amend or end the agreement in a manner that is substantively different from the proposal	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s.178B
s 178E(3)(d)	Power to refuse to amend or end the agreement	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	After considering objections, submissions and matters in s 178B
s 178F(1)	Duty to give notice of its decision under s 178E(3)(a) or (b)	CEO, SPG, SSG	
s 178F(2)	Duty to give notice of its decision under s 178E(2)(c) or (3)(d)	CEO, SPG, SSG	
s 178F(4)	Duty not to proceed to amend or end an agreement under s 178E until at least 21 days after notice has been given or until an application for review to the Tribunal has been determined or withdrawn	CEO, DPPE, MBP, MSPED, PP, TLGADA, STLG	

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
s 178G	Duty to sign amended agreement and give copy to each other party to the agreement	CEO, DPPE, MBP, MSPED	
s 178H	Power to require a person who applies to amend or end an agreement to pay the costs of giving notices and preparing the amended agreement	CEO, DPPE, MBP, MSPED	
s 178I(3)	Duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	CEO, DPPE, MBP, MSPED, SPG, SSG	
s 179(2)	Duty to make available for inspection copy agreement	CEO, PSO, SPG, SSG	
s 181	Duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General	CEO, SPG, SSG	
s 181(1A)(a)	Power to apply to the Registrar of Titles to record the agreement	CEO, CSLUP, DPPE, MBP, MSPED	
s 181(1A)(b)	Duty to apply to the Registrar of Titles, without delay, to record the agreement	CEO, TLGADA, SPG, SSG	
s 182	Power to enforce an agreement	CEO, SPEG, SPG	
s 183	Duty to tell Registrar of Titles of ending/amendment of agreement	CEO, SPG, SSG	
s 184F(1)	Power to decide to amend or end an agreement at any time after an application for review of the failure of Council to make a decision	CEO, DPPE, MBP, MSPED, TLGADA	
s 184F(2)	Duty not to amend or end the agreement or give notice of the decision after an application is made to VCAT for review of a failure to amend or end an agreement	CEO, SPG, SSG	
s 184F(3)	Duty to inform the principal registrar if the responsible authority decides to amend or end an agreement after an application is made for the review of its failure to end or amend the agreement	CEO, SPG, SSG	
s 184F(5)	Function of receiving advice from the principal registrar that the agreement may be amended or	CEO, SPG, SSG	

### Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Act 1987			
	ended in accordance with Council's decision		
s 184G(2)	Duty to comply with a direction of the Tribunal	CEO, SPG, SSG	
s 184G(3)	Duty to give notice as directed by the Tribunal	CEO, SPG, SSG	
s 198(1)	Function to receive application for planning certificate	CEO, SPG, SSG	
s 199(1)	Duty to give planning certificate to applicant	CEO, SPG, SSG	
s 201(1)	Function of receiving application for declaration of underlying zoning	CEO, DPPE, MBP, MSPED, TLGADA	
s 201(3)	Duty to make declaration	CEO, DPPE, MBP, MSPED	
	Power to decide, in relation to any planning scheme or permit, that a specified thing has or has not been done to the satisfaction of Council	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power, in relation to any planning scheme or permit, to consent or refuse to consent to any matter which requires the consent or approval of Council	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power to approve any plan or any amendment to a plan or other document in accordance with a provision of a planning scheme or condition in a permit	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
	Power to give written authorisation in accordance with a provision of a planning scheme	CEO, MBP, MSPED, PP, TLGADA, STLG	
s 201UAB(1)	Function of providing the Victoria Planning Authority with information relating to any land within municipal district	CEO, DPPE, MBP, MSPED	
s 201UAB(2)	Duty to provide the Victoria Planning Authority with information requested under s 201UAB(1) as soon as possible	CEO, DPPE, MBP, MSPED	
Rail Safety (Local Operations) Act 2006			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 33	Duty to comply with a direction of the Safety Director under s 33	CEO, DCTP, MCDT, MCP	Where Council is a utility under s 3

# **Instrument of Delegation from Council to Members of Council Staff**

<b>Rail Safety (Local Operations) Act 2006</b>			
s 33A	Duty to comply with a direction of the Safety Director to give effect to arrangements under s 33A	CEO, DCTP, MCDT, MCP	Duty of Council as a road authority under the Road Management Act 2004
s 34	Duty to comply with a direction of the Safety Director to alter, demolish or take away works carried out contrary to a direction under s 33(1)	CEO, DCTP, MCDT, MCP	Where Council is a utility under s 3
s 34C(2)	Function of entering into safety interface agreements with rail infrastructure manager	MCDT	Where Council is the relevant road authority
s 34D(1)	Function of working in conjunction with rail infrastructure manager in determining whether risks to safety need to be managed	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34D(2)	Function of receiving written notice of opinion	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34D(4)	Function of entering into safety interface agreement with infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(1)(a)	Duty to identify and assess risks to safety	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(1)(b)	Duty to determine measures to manage any risks identified and assessed having regard to items set out in s 34E(2)(a)-(c)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34E(3)	Duty to seek to enter into a safety interface agreement with rail infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34F(1)(a)	Duty to identify and assess risks to safety, if written notice has been received under s 34D(2)(a)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34F(1)(b)	Duty to determine measures to manage any risks identified and assessed, if written notice has been received under s 34D(2)(a)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34F(2)	Duty to seek to enter into a safety interface agreement with rail infrastructure manager	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34H	Power to identify and assess risks to safety as required under s 34B, 34C, 34D, 34E or 34F in accordance with s 34H(a)-(c)	CEO, DCTP, MCDT, MCP	Where Council is the relevant road authority
s 34I	Function of entering into safety interface agreements	CEO, DCTP, MCDT	Where Council is the relevant road authority
s 34J(2)	Function of receiving notice from Safety Director	CEO, DCTP, MCDT	Where Council is the relevant road authority

## Instrument of Delegation from Council to Members of Council Staff

Rail Safety (Local Operations) Act 2006			
s 34J(7)	Duty to comply with a direction of the Safety Director given under s 34J(5)	CEO, DCTP, MCDT	Where Council is the relevant road authority
s 34K(2)	Duty to maintain a register of items set out in s 34K(a)-(b)	CEO, DCTP, MCDT	Where Council is the relevant road authority
Residential Tenancies Act 1997			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 142D	Function of receiving notice regarding an unregistered rooming house	EHO, EIO, MCW, TLHS	
s 142G(1)	Duty to enter required information in Rooming House Register for each rooming house in municipal district	CEO, DCS, EHO, EIO, MCW, TLHS	
s 142G(2)	Power to enter certain information in the Rooming House Register	CEO, DCS, EHO, EIO, MCW, TLHS	
s 142I(2)	Power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	CEO, DCS, EHO, EIO, MCW, TLHS	
s 252	Power to give tenant a notice to vacate rented premises if s 252(1) applies	CEO, DCS, EHO, EIO, MCW, TLHS	Where Council is the landlord
s 262(1)	Power to give tenant a notice to vacate rented premises	CEO, DCS, EHO, EIO, MCW, TLHS	Where Council is the landlord
s 262(3)	Power to publish its criteria for eligibility for the provision of housing by Council	CEO, DCS, EHO, EIO, MCW, TLHS	
s 518F	Power to issue notice to caravan park regarding emergency management plan if determined that the plan does not comply with the requirements	CEO, DCS, EHO, EIO, MCW, TLHS	
s 522(1)	Power to give a compliance notice to a person	CEO, DCS, EHO, EIO, MCW, TLHS	
s 525(2)	Power to authorise an officer to exercise powers in s 526 (either generally or in a particular case)	CEO, DCS, EHO, EIO, MCW, TLHS	
s 525(4)	Duty to issue identity card to authorised officers	CEO, DCS	
s 526(5)	Duty to keep record of entry by authorised officer	EHO, EIO, MCW, TLHS	

## Instrument of Delegation from Council to Members of Council Staff

Residential Tenancies Act 1997			
	under s 526		
s 526A(3)	Function of receiving report of inspection	EHO, EIO, MCW, TLHS	
s 527	Power to authorise a person to institute proceedings (either generally or in a particular case)	CEO, DCS, EHO, EIO, MCW, TLHS	
Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 11(1)	Power to declare a road by publishing a notice in the Government Gazette	CEO, DCTP, MCDT	Obtain consent in circumstances specified in s 11(2)
s 11(8)	Power to name a road or change the name of a road by publishing notice in Government Gazette	CEO, DCRS, MG	
s 11(9)(b)	Duty to advise Registrar	CEO, DCTP, MCDT	
s 11(10)	Duty to inform Secretary to Department of Environment, Land, Water and Planning of declaration etc.	CEO, DCTP, MCDT	Subject to s 11(10A)
s 11(10A)	Duty to inform Secretary to Department of Environment, Land, Water and Planning or nominated person	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 12(2)	Power to discontinue road or part of a road	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 12(4)	Power to publish, and provide copy, notice of proposed discontinuance	CEO, DCRS, MG	Power of coordinating road authority where it is the discontinuing body Unless s 12(11) applies
s 12(5)	Duty to consider written submissions received within 28 days of notice	CEO	Duty of coordinating road authority where it is the discontinuing body Unless s 12(11) applies
s 12(6)	Function of hearing a person in support of their written submission	DCTP	Function of coordinating road authority where it is the discontinuing body Unless s 12(11) applies

## Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 12(7)	Duty to fix day, time and place of meeting under s 12(6) and to give notice	CEO, DCTP, MCDT	Duty of coordinating road authority where it is the discontinuing body  Unless s 12(11) applies
s 12(10)	Duty to notify of decision made	CEO, DCTP, MCDT	Duty of coordinating road authority where it is the discontinuing body  Does not apply where an exemption is specified by the regulations or given by the Minister
s 13(1)	Power to fix a boundary of a road by publishing notice in Government Gazette	CEO, DCTP, MCDT	Power of coordinating road authority and obtain consent under s 13(3) and s 13(4) as appropriate
s 14(4)	Function of receiving notice from VicRoads	CEO, DCTP, MCDT	
s 14(7)	Power to appeal against decision of VicRoads	CEO, DCTP, MCDT	
s 15(1)	Power to enter into arrangement with another road authority, utility or a provider of public transport to transfer a road management function of the road authority to the other road authority, utility or provider of public transport	CEO, DCTP, MCDT	
s 15(1A)	Power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority	CEO, DCTP, MCDT	
s 15(2)	Duty to include details of arrangement in public roads register	CEO, DCTP, MCDT	
s 16(7)	Power to enter into an arrangement under s 15	CEO, DCTP, MCDT	
s 16(8)	Duty to enter details of determination in public roads register	CEO, DCTP, MCDT	
s 17(2)	Duty to register public road in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(3)	Power to decide that a road is reasonably required for general public use	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(3)	Duty to register a road reasonably required for general public use in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority



### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 17(4)	Power to decide that a road is no longer reasonably required for general public use	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 17(4)	Duty to remove road no longer reasonably required for general public use from public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 18(1)	Power to designate ancillary area	CEO, DCTP, MCDT	Where Council is the coordinating road authority, and obtain consent in circumstances specified in s 18(2)
s 18(3)	Duty to record designation in public roads register	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 19(1)	Duty to keep register of public roads in respect of which it is the coordinating road authority	CEO, DCTP, MCDT	
s 19(4)	Duty to specify details of discontinuance in public roads register	CEO, DCTP, MCDT	
s 19(5)	Duty to ensure public roads register is available for public inspection	CEO, DCTP, MCDT	
s 21	Function of replying to request for information or advice	CEO, DCTP, MCDT	Obtain consent in circumstances specified in s 11(2)
s 22(2)	Function of commenting on proposed direction	CEO, DCTP, MCDT	
s 22(4)	Duty to publish a copy or summary of any direction made under s 22 by the Minister in its annual report.	CEO, DCTP, MCDT	
s 22(5)	Duty to give effect to a direction under s 22	CEO, DCTP, MCDT	
s 40(1)	Duty to inspect, maintain and repair a public road.	CEO, DCTP, MCDT, MCP	
s 40(5)	Power to inspect, maintain and repair a road which is not a public road	CEO, DCTP, MCDT, MCP	
s 41(1)	Power to determine the standard of construction, inspection, maintenance and repair	CEO, DCTP, MCDT	
s 42(1)	Power to declare a public road as a controlled access road	CEO, DCTP, MCDT	Power of coordinating road authority and sch 2 also applies
s 42(2)	Power to amend or revoke declaration by notice published in Government Gazette	CEO, DCTP, MCDT	Power of coordinating road authority and sch 2 also applies

### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 42A(3)	Duty to consult with VicRoads before road is specified	CEO, DCTP, MCDT	Where Council is the coordinating road authority If road is a municipal road or part thereof
s 42A(4)	Power to approve Minister's decision to specify a road as a specified freight road	CEO, DCTP, MCDT	Where Council is the coordinating road authority If road is a municipal road or part thereof and where road is to be specified a freight road
s 48EA	Duty to notify the owner or occupier of land and provider of public transport on which rail infrastructure or rolling stock is located (and any relevant provider of public transport)	CEO, DCTP, MCDT	Where Council is the responsible road authority, infrastructure manager or works manager
s 48M(3)	Function of consulting with the relevant authority for purposes of developing guidelines under s 48M	CEO, DCTP, MCDT	
s 49	Power to develop and publish a road management plan	CEO, DCTP, MCDT	
s 51	Power to determine standards by incorporating the standards in a road management plan	CEO, DCTP, MCDT	
s 53(2)	Power to cause notice to be published in Government Gazette of amendment etc of document in road management plan	CEO, DCTP, MCDT	
s 54(2)	Duty to give notice of proposal to make a road management plan	CEO, DCTP, MCDT	
s 54(5)	Duty to conduct a review of road management plan at prescribed intervals	CEO, DCTP, MCDT	
s 54(6)	Power to amend road management plan	CEO, DCTP, MCDT	
s 54(7)	Duty to incorporate the amendments into the road management plan	CEO, DCTP, MCDT	
s 55(1)	Duty to cause notice of road management plan to be published in Government Gazette and newspaper	CEO, DCTP, MCDT	
s 63(1)	Power to consent to conduct of works on road	CEO, DCTP, MCDT	Where Council is the coordinating road authority

### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
s 63(2)(e)	Power to conduct or to authorise the conduct of works in, on, under or over a road in an emergency	CEO, DCTP, MCDT, MCP	Where Council is the infrastructure manager
s 64(1)	Duty to comply with cl 13 of sch 7	CEO, DCTP, MCDT, MCP	Where Council is the infrastructure manager or works manager
s 66(1)	Power to consent to structure etc	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 67(2)	Function of receiving the name & address of the person responsible for distributing the sign or bill	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 67(3)	Power to request information	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 68(2)	Power to request information	CEO, DCTP, MCDT	Where Council is the coordinating road authority
s 71(3)	Power to appoint an authorised officer	CEO, DCTP, MCDT, MCP	
s 72	Duty to issue an identity card to each authorised officer	CEO, DCTP, MCDT, MCP	
s 85	Function of receiving report from authorised officer	CEO, DCTP, MCDT, MCP	
s 86	Duty to keep register re s 85 matters	CEO, DCTP, MCDT	
s 87(1)	Function of receiving complaints	CEO, DCTP, MCDT	
s 87(2)	Duty to investigate complaint and provide report	CEO, DCTP, MCDT	
s 112(2)	Power to recover damages in court	CEO, DCTP, MCDT	
s 116	Power to cause or carry out inspection	CEO, DCTP, MCDT	
s 119(2)	Function of consulting with VicRoads	CEO, DCTP, MCDT	
s 120(1)	Power to exercise road management functions on an arterial road (with the consent of VicRoads)	CEO, DCTP, MCDT	
s 120(2)	Duty to seek consent of VicRoads to exercise road management functions before exercising power in s 120(1)	CEO, DCTP, MCDT	
s 121(1)	Power to enter into an agreement in respect of works	CEO, DCTP, MCDT	
s 122(1)	Power to charge and recover fees	CEO, DCTP, MCDT	
s 123(1)	Power to charge for any service	CEO, DCTP, MCDT	

### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
sch 2 cl 2(1)	Power to make a decision in respect of controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 3(1)	Duty to make policy about controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 3(2)	Power to amend, revoke or substitute policy about controlled access roads	CEO, DCTP, MCDT	
sch 2 cl 4	Function of receiving details of proposal from VicRoads	CEO, DCTP, MCDT	
sch 2 cl 5	Duty to publish notice of declaration	CEO, DCTP, MCDT	
sch 7 cl 7(1)	Duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 8(1)	Duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 9(1)	Duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager responsible for non-road infrastructure
sch 7 cl 9(2)	Duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager
sch 7 cl 10(2)	Where Sch 7 cl 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	CEO, DCTP, MCP	Where Council is the infrastructure manager or works manager

### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
sch 7 cl 12(2)	Power to direct infrastructure manager or works manager to conduct reinstatement works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(3)	Power to take measures to ensure reinstatement works are completed	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(4)	Duty to ensure that works are conducted by an appropriately qualified person	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 12(5)	Power to recover costs	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 13(1)	Duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to sch 7 cl 13(2)	CEO, DCTP, MCDT	Where Council is the works manager
sch 7 cl 13(2)	Power to vary notice period	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 13(3)	Duty to ensure works manager has complied with obligation to give notice under sch 7 cl 13(1)	CEO, DCTP, MCDT	Where Council is the infrastructure manager
sch 7 cl 16(1)	Power to consent to proposed works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(4)	Duty to consult	CEO, DCTP, MCDT	Where Council is the coordinating road authority, responsible authority or infrastructure manager
sch 7 cl 16(5)	Power to consent to proposed works	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(6)	Power to set reasonable conditions on consent	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 16(8)	Power to include consents and conditions	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 17(2)	Power to refuse to give consent and duty to give reasons for refusal	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 18(1)	Power to enter into an agreement	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 19(1)	Power to give notice requiring rectification of works	CEO, DCTP, MCDT	Where Council is the coordinating road authority

### Instrument of Delegation from Council to Members of Council Staff

Road Management Act 2004			
Provision	Item Delegated	Delegate	Conditions and Limitations
sch 7 cl 19(2) & (3)	Power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7 cl 20(1)	Power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	CEO, DCTP, MCDT	Where Council is the coordinating road authority
sch 7A cl 2	Power to cause street lights to be installed on roads	CEO, DCTP, MCDT	Power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road
sch 7 cl 3(1)(d)	Duty to pay installation and operation costs of street lighting - where road is not an arterial road	CEO, DCTP, MCDT	Where Council is the responsible road authority
sch 7A cl 3(1)(e)	Duty to pay installation and operation costs of street lighting - where road is a service road on an arterial road and adjacent areas	CEO, DCTP, MCDT	Where Council is the responsible road authority
sch 7A cl (3)(1)(f)	Duty to pay installation and percentage of operation costs of street lighting - for arterial roads in accordance with cls 3(2) and 4	CEO, DCTP, MCDT	Duty of Council as responsible road authority that installed the light (re: installation costs) and where Council is relevant municipal council (re: operating costs)
Cemeteries and Crematoria Regulations 2015			
[##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 24	Duty to ensure that cemetery complies with depth of burial requirements	SPO, TLPOAP	
r 25	Duty to ensure that the cemetery complies with the requirements for interment in concrete-lined graves	SPO, TLPOAP	
r 27	Power to inspect any coffin, container or other receptacle if satisfied of the matters in paragraphs (a) and (b)	SPO, TLPOAP	
r 28(1)	Power to remove any fittings on any coffin, container or other receptacle if the fittings may impede the cremation process or damage the cremator	SPO, TLPOAP	

### Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
r 28(2)	Duty to ensure any fittings removed or are disposed in an appropriate manner	SPO, TLPOAP	
r 29	Power to dispose of any metal substance or non-human substance recovered from a cremator	SPO, TLPOAP	
r 30(2)	Power to release cremated human remains to certain persons	SPO, TLPOAP	Subject to any order of a court
r 31(1)	Duty to make cremated human remains available for collection within 2 working days after the cremation	SPO, TLPOAP	
r 31(2)	Duty to hold cremated human remains for at least 12 months from the date of cremation	SPO, TLPOAP	
r 31(3)	Power to dispose of cremated human remains if no person gives a direction within 12 months of the date of cremation	SPO, TLPOAP	
r 31(4)	Duty to take reasonable steps notify relevant people of intention to dispose of remains at expiry of 12 month period	SPO, TLPOAP	
r 32	Duty to ensure a mausoleum is constructed in accordance with paragraphs (a)-(d)	SPO, TLPOAP	
r 33(1)	Duty to ensure that remains are interred in a coffin, container or receptacle in accordance with paragraphs (a)-(c)	SPO, TLPOAP	
r 33(2)	Duty to ensure that remains are interred in accordance with paragraphs (a)-(b)	SPO, TLPOAP	
r 34	Duty to ensure that a crypt space in a mausolea is sealed in accordance with paragraphs (a)-(b)	SPO, TLPOAP	
r 36	Duty to provide statement that alternative vendors or supplier of monuments exist	SPO, TLPOAP	
r 40	Power to approve a person to play sport within a public cemetery	SPO, TLPOAP	
r 41(1)	Power to approve fishing and bathing within a public cemetery	SPO, TLPOAP	



### Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
r 42(1)	Power to approve hunting within a public cemetery	SPO, TLPOAP	
r 43	Power to approve camping within a public cemetery	SPO, TLPOAP	
r 45(1)	Power to approve the removal of plants within a public cemetery	SPO, TLPOAP	
r 46	Power to approve certain activities under the Regulations if satisfied of regulation (1)(a)-(c)	SPO, TLPOAP	
r 47(3)	Power to approve the use of fire in a public cemetery	SPO, TLPOAP	
r 48(2)	Power to approve a person to drive, ride or use a vehicle on any surface other than a road, track or parking area	SPO, TLPOAP	
sch 2 cl 4	Power to approve the carrying out of an activity referred to in rules 8, 16, 17 and 18 of sch 2	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 5(1)	Duty to display the hours during which pedestrian access is available to the cemetery	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 5(2)	Duty to notify the Secretary of, (a) the hours during which pedestrian access is available to the cemetery; and (b) any changes to those hours	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 6(1)	Power to give directions regarding the manner in which a funeral is to be conducted	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 7(1)	Power to give directions regarding the dressing of places of interment and memorials	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 8	Power to approve certain mementos on a memorial	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 11(1)	Power to remove objects from a memorial or place of interment	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 11(2)	Duty to ensure objects removed under sub rule (1) are disposed of in an appropriate manner	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 12	Power to inspect any work being carried out on memorials, places of interment and buildings for ceremonies	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 14	Power to approve an animal to enter into or remain in	SPO, TLPOAP	See note above regarding model rules

### Instrument of Delegation from Council to Members of Council Staff

<b>Cemeteries and Crematoria Regulations 2015</b> [##These provisions apply to Councils appointed as a cemetery trust under section 5 of the Cemeteries and Crematoria Act 2003, and also apply to Councils appointed to manage a public cemetery under section 8(1)(a)(ii) as though it were a cemetery trust (see section 53)]			
	a cemetery		
sch 2 cl 16(1)	Power to approve construction and building within a cemetery	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 17(1)	Power to approve action to disturb or demolish property of the cemetery trust	SPO, TLPOAP	See note above regarding model rules
sch 2 cl 18(1)	Power to approve digging or planting within a cemetery	SPO, TLPOAP	See note above regarding model rules

## Instrument of Delegation from Council to Members of Council Staff

Planning and Environment Regulations 2015			
Provision	Item Delegated	Delegate	Conditions and Limitations
r.6	function of receiving notice, under section 19(1)(c) of the Act, from a planning authority of its preparation of an amendment to a planning scheme	CEO, SPG, SSG	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.
r.21	power of responsible authority to require a permit applicant to verify information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in an application for a permit or to amend a permit or any information provided under section 54 of the Act	CEO, SPG, SSG	
r.25(a)	duty to make copy of matter considered under section 60(1A)(g) available for inspection free of charge	CEO, SPG, SSG	where Council is the responsible authority
r.25(b)	function of receiving a copy of any document considered under section 60(1A)(g) by the responsible authority and duty to make the document available for inspection free of charge	CEO, SPG, SSG	where Council is not the responsible authority but the relevant land is within Council's municipal district
r.42	function of receiving notice under section 96C(1)(c) of the Act from a planning authority of its preparation of a combined application for an amendment to a planning scheme and notice of a permit application	CEO, SPG, SSG	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.
Planning and Environment (Fees) Regulations 2016			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 19	Power to waive or rebate a fee relating to an amendment of a planning scheme	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
r 20	Power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	CEO, DPPE, MBP, MSPED, TLGADA, STLG	
r 21	Duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r 19 or 20	CEO, SPG, SSG	
Road Management (General) Regulations 2016			

### Instrument of Delegation from Council to Members of Council Staff

Road Management (General) Regulations 2016			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 8(1)	Duty to conduct reviews of road management plan	CEO, DCTP, MCDT	
r 9(2)	Duty to produce written report of review of road management plan and make report available	CEO, DCTP, MCDT	
r 9(3)	Duty to give notice where road management review is completed and no amendments will be made (or no amendments for which notice is required)	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r.10	Duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under s 41 of the Act	CEO, DCTP, MCDT	
r 13(1)	Duty to publish notice of amendments to road management plan	CEO, DCTP, MCDT	where Council is the coordinating road authority
r 13(3)	Duty to record on road management plan the substance and date of effect of amendment	CEO, DCTP, MCDT	
r 16(3)	Power to issue permit	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 18(1)	Power to give written consent re damage to road	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 23(2)	Power to make submission to Tribunal	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 23(4)	Power to charge a fee for application under s 66(1) Road Management Act	CEO, DCTP, MCDT	Where Council is the coordinating road authority
r 25(1)	Power to remove objects, refuse, rubbish or other material deposited or left on road	CEO, DCTP, MCDT	Where Council is the responsible road authority
r 25(2)	Power to sell or dispose of things removed from road or part of road (after first complying with regulation 25(3))	CEO, DCTP, MCDT	Where Council is the responsible road authority
r 25(5)	Power to recover in the Magistrates' Court, expenses from person responsible	CEO, DCTP, MCDT	

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**Instrument of Delegation from Council to Members of Council Staff**

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Road Management (Works and Infrastructure) Regulations 2015			
Provision	Item Delegated	Delegate	Conditions and Limitations
r 15	Power to exempt a person from requirement under cl 13(1) of sch 7 of the Act to give notice as to the completion of those works	CEO, DCTP, MCDT	Where Council is the coordinating road authority and where consent given under s 63(1) of the Act
r 22(2)	Power to waive whole or part of fee in certain circumstances	CEO, DCTP, MCDT	Where Council is the coordinating road authority



**6.1.6 ASSEMBLIES OF COUNCIL - 6 AUGUST 2019**

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Governance Officer

**RECOMMENDATION SUMMARY**

That Council note the record of the Assemblies of Councillors meetings as set out in the table in the report.

**KEY FACTS AND/OR ISSUES**

To report to Council the records of Assemblies of Councillors in accordance with Section 80A(2) of the Local Government Act.



**REPORT**

**BACKGROUND**

The Local Government Act 1989 requires records of Assemblies of Councillors to be reported to an ordinary Council meeting and recorded in the minutes of that meeting.

A meeting is an assembly of Councillors if it considers matters that are likely to be the subject of a Council decision or the exercise of a Council delegation and the meeting is:

- A planned or scheduled meeting that includes at least half the Councillors and a member of Council staff; or
- An advisory committee of Council where one or more Councillors are present.

A record must be kept of an assembly of Councillors which lists the Councillors and members of Council staff attending, the matters discussed, disclosures of conflict of interest and whether a Councillor left the meeting after making a disclosure.

**PROPOSAL**

Assemblies of Councillors records not previously reported to Council are detailed in the following table:-

Assembly Details	Councillor attendees	Officer attendees	Matters discussed
Councillor Briefing <b>11 June 2019</b>	Cr Joseph (Deputy Mayor) Cr Alessi Cr Desiato Cr Kozmevski Cr Monteleone	CEO DCS DCRS DCTP DPPE MLCF TLLF	1. Confidential Item: Mernda Aquatic Indoor Sports Centre (MAISC) 50m Pool Costings 2. CEO/Councillor Time 3. General Business a) Raised pavement treatments in Dalton Road b) Progress on Shields Street Epping c) Tree offset issue  <i>Nil disclosures</i>
Councillor Briefing <b>18 June 2019</b>	Cr Joseph (Deputy Mayor) Cr Alessi Cr Desiato Cr Kozmevski Cr Pavlidis	CEO DCS DCRS DCTP DPPE MCCD	1. North East Link Presentation 2. Culture Policy 3. General Business a) Overview of Kangaroo Forum  <i>Nil disclosures</i>
Councillor Briefing <b>25 June 2019</b>	Cr Alessi Cr Desiato Cr Kirkham Cr Kozmevski	CEO DCS DCRS DCTP DPPE MLCF TLRS EOSFP	1. Leisure Policies Update 2. Renewable Power Purchase Agreement Proposal 3. Review of Upcoming Council Agenda  <i>Nil disclosures</i>

Assembly Details	Councillor attendees	Officer attendees	Matters discussed
Councillor Briefing 9 July 2019	Cr Cox (Mayor) Cr Joseph (Deputy Mayor) Cr Alessi Cr Desiato Cr Kirkham Cr Kozmevski Cr Monteleone Cr Pavlidis Cr Sterjova	CEO DCS DCRS DCTP DPPE MFA TLFS CIO TLOAD	1. Capital Management Proposal 2. Technology Briefing 3. General Business a) Waste, recycling capacity and our contractor SKM b) O'Herns Road interchange  <i>Nil disclosures</i>

The table below represents an Index of Officer titles:

Initials	Title of Officer	Initials	Title of Officer
CEO	Chief Executive Officer – Simon Overland	MCCD	Manager Community Cultural Development – Catherine Rinaudo
CIO	Chief Information Officer – Hans Wolf	MFA	Manager Finance & Assets – Amy Montalti
DCS	Director Community Services – Russell Hopkins	MLCF	Manager Leisure & Community Facilities – Benjamin Waterhouse
DCRS	Director Corporate Services – Helen Sui	TLFS	Team Leader Financial Services – Nicole Montague
DCTP	Director City Transport and Presentation– Nick Mann	TLLF	Team Leader Leisure Facilities – Jacinda Hunt
DPPE	Director Partnerships, Planning and Engagement – Liana Thompson	TLOAD	Team Leader Online and Application Development – Daniel Gibson
EOSFP	Executive Officer Sustainability Flagship Project – Karen Rosenberg	TLRS	Team Leader Sport & Recreation – Allana Sharman

## CONSULTATION

Consultation has taken place with internal Council Officer representatives of each of the meetings and committees that qualify as an Assembly of Councillors.

## FINANCIAL IMPLICATIONS

There are no financial implications as a result of this report.

## POLICY STRATEGY AND LEGISLATION

Section 3C(2)(g) of the Local Government Act 1989 provides that one of Council's facilitating objectives is to have regard to ensuring transparency and accountability in Council decision making.

Accordingly, section 80A(2) of the Local Government Act 1989 requires that the Chief Executive Officer must ensure that the written record of an assembly of Councillors is, as soon as practicable:-

- (a) reported at an ordinary meeting of the Council; and
- (b) incorporated in the minutes of that Council meeting.

## LINK TO STRATEGIC RISKS

**Strategic Risk Governance - Management - Ineffective governance of Council's operations and activities by Management resulting in either a legislative or policy breach**

Reporting assemblies of Councillor meetings is a legislative requirement which also promotes open and transparent decision making.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

**Whittlesea 2040 Goal**                      **Enabling the vision**

**Whittlesea 2040 Key Direction**   **Making it happen**

**Strategic Objective**                      **Our Council monitors and evaluates all of its operations**

**Council Priority**                              **Organisational Sustainability**

The provision of this report is in line with Whittlesea 2040 and the Council Plan by ensuring Council monitors and evaluates all of its operations.

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

That Council note the record of the Assemblies of Councillors meetings in the table set out in the report.

## RECOMMENDATION

THAT Council note the record of the Assemblies of Councillors meetings in the table set out in the report.

## COUNCIL RESOLUTION

**MOVED:**                              **Cr Desiato**  
**SECONDED:**                      **Cr Pavlidis**

**THAT Council resolve to:**

- 1. Amend the table set out in the report to add Cr Desiato as an attendee at the Councillor Briefing on 11 June 2019; and**
- 2. Note the record of the Assemblies of Councillors meetings in the table set out in the report.**

**CARRIED**

### 6.1.7 COUNCIL MEETING SCHEDULE FOR 2020

**Responsible Officer:** Director Partnerships, Planning & Engagement

**Author:** Governance Officer

#### RECOMMENDATION SUMMARY

THAT Council resolve to:

1. Adopt the Ordinary Council Meeting schedule for 2020 as follows:

4 February	4 August
3 March	1 September
7 April	6 October
5 May	17 November
2 June	8 December
7 July	

2. Set the commencement time of Ordinary Council Meetings at 6.30pm and the venue as the Council Chamber, Council Offices, 25 Ferres Boulevard, South Morang unless otherwise determined by Council resolution;
3. Schedule a Special Council Meeting for 6pm Tuesday, 24 March 2020 for the approval to advertise the 2020-2021 proposed Council Budget and Council Action Plan;
4. Schedule a Special Council Meeting for 6pm Tuesday, 9 June 2020 for adopting the 2020-2021 proposed Budget and Council Action Plan;
5. Schedule a Special Council Meeting for 7pm Wednesday 4 November 2020 for the swearing-in of new Councillors, the declaration to abide by the Councillor Code of Conduct and the election of the Mayor and Deputy Mayor; and
6. Give public notice of the adopted 2020 Council Meeting schedule.

#### KEY FACTS AND / OR ISSUES

- The proposed Council meeting schedule for 2020 has taken into account the Local Council Election to be held on Saturday 24 October 2020, public holidays and other sector specific events, such as major sector conferences.
- The Act requires the Mayor to be elected after the fourth Saturday in October but not later than 30 November in each year.

## REPORT

### INTRODUCTION

To adopt the Council Meeting schedule for 2020, noting that it is proposed to continue with a monthly Council meeting cycle.

### PROPOSAL

The proposed Council Meeting schedule for 2020 is set out below, allowing for the Local Council Elections, public holidays and other sector specific events, such as major sector conferences. It is proposed that meetings continue to be held monthly on the first Tuesday of the month except for November when the meeting will be held on the third Tuesday to allow for Councillor induction and December, when the meeting will be held on the second Tuesday.

Unless otherwise determined by Council, Ordinary Council Meetings will commence at 6.30pm in the Council Chamber at the Council Offices, 25 Ferres Boulevard, South Morang.

The following dates for Council meetings are proposed for 2020 and take account of public holidays and other sector specific events such as major conferences:

4 February	4 August
3 March	1 September
7 April	6 October
5 May	17 November
2 June	8 December
7 July	

It should be noted that the dates for the ordinary Council meetings in November and December are later in the month. For November it is proposed for the third Tuesday to allow for Councillor induction prior to the first meeting of the newly elected Council and on the second Tuesday in December. The first meeting in 2021 is likely to be in early February.

In addition, the following dates for Special Council meetings are proposed:

- Tuesday, 24 March 2020 at 6pm for the approval to advertise the 2020-2021 proposed Council Budget and Council Action Plan;
- Tuesday, 9 June 2020 at 6pm for adopting the 2020-2021 proposed Budget and Council Action Plan; and
- Wednesday 4 November 2020 at 7pm for the swearing-in of new Councillors, the declaration to abide by the Councillor Code of Conduct and the election of the Mayor and Deputy Mayor.

### CRITICAL DATES

Council Elections are held every four years on the fourth Saturday in October, with the next scheduled for Saturday, 24 October 2020.

Based on the proposed schedule, the Council meeting scheduled for 6 October 2020 will be within the Election Period so Council will not be able to make any major policy decisions at that meeting, as per provisions under section 93A of the *Local Government Act 1989*.

The proposed schedule also makes provision for the Mayor to be elected after the fourth Saturday in October and no later than 30 November, as required under the *Local Government Act 1989*.

The *Local Government Act 1989* requires Council to give public notice of Council meeting dates.

### FINANCIAL IMPLICATIONS

Costs associated with holding Council Meetings are covered in existing budgets.

### LINK TO STRATEGIC RISKS

**Strategic Risk Governance - Management - Ineffective governance of Council's operations and activities by Management resulting in either a legislative or policy breach**

Regular Council meetings promote open and transparent decision making and civic engagement.

### LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A participating community</b>
<b>Strategic Objective</b>	<b>Our voice is reflected through inclusive Council decision making processes</b>
<b>Council Priority</b>	<b>Organisational Sustainability</b>

Council will work to build a stronger sense of community within neighbourhoods and across the municipality and create new opportunities for social networks and civic engagement.

Conducting Council meetings throughout the year gives the community an opportunity to become involved in Council's decision-making process on issues that affect the community.

### DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the *Local Government Act 1989*, officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

### CONCLUSION

It is recommended that the proposed meeting dates be adopted and advertised to the public. The schedule of meeting dates will facilitate Council's decision-making processes by ensuring that regular meetings are held and promote Council meetings to the public.

### RECOMMENDATION

**THAT Council resolve to:**

- Adopt the Ordinary Council Meeting schedule for 2020 as follows:**

<b>4 February</b>	<b>4 August</b>
<b>3 March</b>	<b>1 September</b>
<b>7 April</b>	<b>6 October</b>

5 May	17 November
2 June	8 December
7 July	

2. Set the commencement time of Ordinary Council Meetings at 6.30pm and the venue as the Council Chamber, Council Offices, 25 Ferres Boulevard, South Morang unless otherwise determined by Council resolution;
3. Schedule a Special Council Meeting for 6pm Tuesday, 24 March 2020 for the approval to advertise the 2020-2021 proposed Council Budget and Council Action Plan;
4. Schedule a Special Council Meeting for 6pm Tuesday, 9 June 2020 for adopting the 2020-2021 proposed Budget and Council Action Plan;
5. Schedule a Special Council Meeting for 7pm Wednesday 4 November 2020 for the swearing-in of new Councillors, the declaration to abide by the Councillor Code of Conduct and the election of the Mayor and Deputy Mayor; and
6. Give public notice of the adopted 2020 Council Meeting schedule.

<b>COUNCIL RESOLUTION</b>
---------------------------

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



**6.2 COMMUNITY SERVICES****6.2.1 MERNDA AQUATIC & INDOORS SPORTS CENTRE 50M POOL COSTINGS**

**Attachments:** 1 Mernda Aquatic Centre Planning Study 50m Briefing Paper [↓](#)

**Responsible Officer:** Director Community Services

**Author:** Team Leader Leisure Facilities

**RECOMMENDATION SUMMARY**

THAT Council note the Mernda Aquatics Indoor Sports Centre (MAISC) 50m Pool Briefing Paper and associated costings (Attachment 1) and advise the head petitioner.

**KEY FACTS AND / OR ISSUES**

- Council considered an Item of Urgent Business on 5 March 2019 and resolved that indicative costs for a 50m competition pool and associated infrastructure for the future MAISC be prepared for Council's consideration.
- The estimated capital cost of the 50m Pool Option is \$60,000,000 which is \$11,000,000 higher than the base option (25m pool). The additional operational cost is in the vicinity of \$150,000 per annum.
- At its 2 July 2019 meeting, Council resolved to receive a petition with 1621 signatures calling for Council to review the need for a 50m competition sized pool to service the people of Whittlesea and their families rather than other lesser options.

## REPORT

### BACKGROUND

The 2014 Major Leisure and Aquatic Facilities Strategy (MLAFS) and Indoor Sports Facility Feasibility Study (ISSFS) both recommended the development of a 'local' scale aquatic and leisure facility on the Mernda Regional Recreation Reserve (MRRR) site. The Strategy identified a 'base option' for facility provision to service the social, health and fitness needs of the Mernda and Doreen communities.

At its meeting of 12 February 2019, Council endorsed Options 2 and 7 of the Mernda Aquatic Centre Planning Study (MACPS) for further development through a business case. While both options vary in the scale of the aquatic and dry components, neither option includes the provision of a 50m pool. The business case for these two preferred options is currently being prepared.

At its meeting on 5 March 2019, Council considered an Item of Urgent Business and resolved that a report be brought to Council providing indicative costs for inclusion of a 50m competition pool. In particular:

- The option of a 50m competition pool at Mernda;
- The costings to include a moveable boom to divide the pool into 2 x 25m pools;
- The pool to include venue seating to enable competition events;
- The report to include the full cost from both a capital and operational perspective; and
- Ensure full disability access at all times, including ramps.

At its meeting of 2 July 2019, Council resolved to receive a petition with 1621 signatures calling for Council to review the need for a 50m competition sized pool to service the people of Whittlesea and their families.

### PROPOSAL

This report responds to both the Item of Urgent Business and the petition. Officers have investigated and determined indicative costings based on the addition of a 50m competition pool and associated infrastructure to the 2017 'Base Model'.

Additional features costed include:

- A 50m Fina Standard Competition pool (8 lanes x 2.5m) with a moveable boom to divide the pool into 2 x 25 pools
- Ramp entry
- Spectator seating for 320 people
- Wider concourses to allow for competition functions
- Additional change room capacity
- Additional storage space for competition equipment and pool covers
- Increased mechanical and pool plant services
- Increased car parking to cater for competitions

*Capital Costs*

Costings based on area schedules prepared by Slattery Quantity Surveyors and Mantric Architects are only indicative, however the estimated cost to construct a 50m competition pool and associated infrastructure at the MAISC site is \$60,000,000. This is \$11,000,000 higher than the Base Model which is currently estimated at \$49,188,000. Importantly, the assumptions for each option are the same enabling a like-for-like comparison.

Base Option	Cost	Base Option with 50 m Pool	Cost*
Building Works	\$15,728,000	Building Works	\$23,750,000
Pool Plant and Equipment <ul style="list-style-type: none"> <li>8-lane 25-m pool</li> <li>Warm Water Exercise Pool with Spa and ramp –170m<sup>2</sup></li> <li>Water play – 290m<sup>2</sup></li> <li>LTS pool – 100m<sup>2</sup></li> <li>Steam and Sauna</li> </ul>	\$ 4,991,000	Pool Plant and Equipment <ul style="list-style-type: none"> <li>8-lane 50m competition pool with boom</li> <li>Warm Water Exercise Pool with Spa and ramp – 170m<sup>2</sup></li> <li>Water play – 290m<sup>2</sup></li> <li>LTS pool – 100m<sup>2</sup></li> <li>Steam and Sauna</li> </ul>	\$ 7,500,000
Gymnasium and Program rooms <ul style="list-style-type: none"> <li>Gymnasium – 450m<sup>2</sup></li> <li>2 x Program Rms</li> </ul>	\$ 3,113,000	Gymnasium and Program rooms <ul style="list-style-type: none"> <li>Gymnasium – 450m<sup>2</sup></li> <li>2 x Program Rms</li> </ul>	\$ 3,100,000
External Works and Services	\$ 6,956,000	External Works and Services	\$ 6,950,000
Other allowances, contingencies and functional costs	\$18,400,000	Other allowances, contingencies and functional costs	\$18,700,000
<b>TOTAL</b>	<b>\$49,188,000</b>	<b>TOTAL</b>	<b>\$60,000,000</b>

\*All costs are rounded figures, not actual.

### Operational Costs

Data obtained from comparable aquatic facilities as well as detailed financial data from Thomastown Aquatic and Recreation Centre (TRAC) and Mill Park Leisure Centre has been reviewed to predict the annual operating performance of the inclusion of a 50m pool at MAISC. It is estimated that after an initial establishment period of 12 – 24 months the net financial result could be from break-even to a loss of \$100,000 per annum thereafter. Operational costing for the Base Model, projects a potential operating profit of \$50,000 to \$150,000 per annum. i.e. a difference of approx. \$150,000 per annum. The additional operational costs include staffing and utilities costs, balanced against the limited additional income associated with a 50m pool.

### Non-financial Impacts

A 50m competition pool will provide opportunities for a potential swim club and schools to participate in long course swimming and competition. It will also support elite swimming pathways, however demand for this is expected to be relatively low. To ensure the facility is Fina compliant and suitable for competitions the minimum pool depth would need to be 1.35m. Increasing the minimum pool depth to 1.35m and the lowered temperature required to meet competition standards will reduce suitability for large segments of the community including people with lower levels of aquatic skill and activity including older adults, young children and people with a disability. The deeper water will also increase safety risks and supervision requirements and costs.

The additional water volume will require increased gas, electricity, water and pool chemical usage that conflict with Council's sustainability targets.

### *Demand Assessment*

The Indoor Aquatic and Recreation Facility Development Guidelines developed in partnership by Sport and Recreation Victoria (SRV) and Aquatics and Recreation Victoria (ARV) outline that a 50m pool should be:

- included where the catchment population is above 100,000
- *considered* if the catchment population is between 70,000 – 100,000.

Mernda's population forecast of 55,000 to 60,000 could be serviced by a 25m pool rather than a 50m pool. With two regional 50m competition pools available within 20kms of Mernda (Greensborough and Craigieburn), the needs of the relatively small cohort of residents whom prefer 50m competition facilities could be met in our neighbouring municipalities. It should be noted that all Whittlesea based swim clubs currently operate with success within 25m facilities across the municipality.

### *Disability Access*

All options provided for Councillors' consideration include full disability access throughout the facility. Not only is this a key design principle, but it is a criterion for any funding sought from State or Federal Government.

## **CONSULTATION**

Community engagement conducted to date indicates that there is strong community demand and expectation for an aquatic centre in Mernda with 76.7% of survey respondents (1180 total survey responses), indicating they do not use an aquatic and leisure centre (ALC) due to travel distance and time. The engagement findings did not indicate a preference for the provision of competition standard facilities or a 50m pool.

As Whittlesea residents have a higher rate of Type 2 diabetes, high blood pressure and osteoporosis in comparison to the Victorian average, the need to provide a wide range of options to cater for the broader community was a key theme of the consultation findings. This information is supported by Council's recently adopted *Active Whittlesea Policy* that articulates: *The City of Whittlesea will make a positive contribution to community health and wellbeing outcomes by enhancing opportunities for residents to be more physically active, through addressing barriers to active participation across a diverse range of sport and physical recreation activities and environments.*

## **RESPONSE TO PETITION**

At its meeting of 2 July 2019, Council resolved to receive a petition with 1621 signatures calling for Council to review the need for a 50m competition sized pool rather than other lesser options being considered. The petition called for Council to dismiss the current proposal of a 25m pool and other lesser options and build a 50m competition sized pool instead for the greater benefit of families and greater community for decades to come.

It is recognised that primary and secondary schools, members of swimming clubs and the general public are currently leaving Whittlesea to travel to the City of Banyule, Hume or further to utilise 50m facilities, however it is not unusual for sporting groups and schools to travel across municipalities to use elite facilities, such as a 50m pool.

While it is recognised that some members of the community would prefer a 50m competition pool in Mernda, feasibility and business planning work completed to date indicates that the population could be serviced by alternate aquatic provision that offers a more wholistic approach and provides better value for money.

## FINANCIAL IMPLICATIONS

The inclusion of a 50m competition pool with a moveable boom, spectator seating and associated amenities (increased concourse, change rooms and car park) is estimated to add approx. \$11m in capital costs, over and above the same facility with a 25m pool. Operationally the 50m pool option will cost approx. \$150,000 extra per annum to run in comparison to a 25m pool.

## POLICY STRATEGY AND LEGISLATION

The feasibility and planning for a potential MAISC is closely linked to Whittlesea 2040; specifically, Goal 1: Connected Community. Progression of the Business Case is also a 2018/19 Council Action Plan and aligned to Council's recently adopted Active Whittlesea Policy. **LINK TO STRATEGIC RISKS**

**Strategic Risk** *Service Delivery - Inability to plan for and provide critical community services and infrastructure impacting on community wellbeing*

Successful completion of the MAISC Planning will inform infrastructure delivery which ultimately contributes towards safer, adequate and fit-for-purpose provision of sport, aquatic and recreation facilities within the Mernda, Doreen and rural north.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A healthy and safe community</b>
<b>Strategic Objective</b>	<b>People of all ages and abilities are supported to live well with appropriate program, service and infrastructure delivery</b>
<b>Council Priority</b>	<b>Health and Wellbeing</b>

Provision of recreation and leisure facilities that are inclusive, accessible and relevant to all members of the community will assist in improving the health and well-being of the community by increasing the number of residents who are physically active through all stages of life.

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

The indicative costings for the inclusion of a 50m competition pool and associated infrastructure at MAISC are now available for Councillors' consideration given factors such as operational and capital costing, demand assessment and suitability restrictions as well as the extensive infrastructure requirements in Mernda as a whole; there is not a strong justification for the provision of a 50m competition pool.

**RECOMMENDATION**

THAT Council resolve to:

1. Note the report; and
2. Advise the head petitioner.

**COUNCIL RESOLUTION**

**MOVED:** *Cr Joseph*  
**SECONDED:** *Cr Sterjova*

THAT Council resolve to:

1. Note the report;
2. Receive a Report on this matter as previously resolved by Council at its Meeting of 12 February 2019 *subsequent to* Council's consideration of the revised Mernda Regional Recreation Reserve masterplan; and
3. Advise the head petitioner accordingly.

**CARRIED**

**DIVISION**

Immediately after the motion was voted on, Cr Kirkham called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Pavlidis	Cr Kirkham	Nil
Cr Kozmevski	Cr Monteleone	
Cr Alessi	Cr Desiato	
Cr Cox		
Cr Sterjova		
Cr Joseph		

Based on the votes cast during the Division, the motion was carried.

**CARRIED**



# Mernda Aquatic Centre Planning Study

## 50m Pool Option Analysis – Briefing Paper



## 1 Introduction

Sport and Leisure Solutions and Warren Green Consulting have been appointed by the City of Whittlesea to undertake the *Mernda Aquatic and Indoor Sports Centre Feasibility Study and Business Case*. In response to a Council resolution, a high level briefing paper regarding the provision and implications of a 50m pool has been developed.

## 2 Potential Facility Components – 50m Pool Option

To provide comparability, the 50m Pool Option is consistent with the *Base Option* (presented to Council on 12 February 2019, which included a 25m pool) with the below additions.

The Base Option represents the option that was included in the 2014 Major Leisure and Aquatic Facility Strategy and has a current cost of \$49,188,000. Council has requested that the operational and capital cost of the inclusion of a 50m Pool and associated infrastructure be considered, including;

- A 50m competition pool with moveable boom
- Ramp entry
- Spectator seating for 320 people

The common components of the 'Base Option' and '50m Pool Option' include:

Base Option	50m Pool Option
<b>Modified components</b>	
8-lane 25m pool	8 lane 50m competition pool with boom*
Lane widths 2.25m	Lane widths 2.5m
Pool depth 1.00m to 1.5m	Pool depth 1.35m to 2.0m
Seating for 100 people	Seating for 320 people
<b>Shared components</b>	
WWEP – 170m <sup>2</sup>	WWEP – 170m <sup>2</sup>
Water play – 290m <sup>2</sup>	Water play – 290m <sup>2</sup>
LTS pool – 100m <sup>2</sup>	LTS pool – 100m <sup>2</sup>
Gymnasium – 450m <sup>2</sup>	Gymnasium – 450m <sup>2</sup>
2 x Program rooms	2 x Program rooms
Steam and sauna	Steam and sauna
Café	Cafe

\* The specifications for the 50m competition pool are based on the Swimming Australia guidelines for a regional competition pool.

### 3 Capital Cost implications

To accurately understand the estimated capital cost implication of the 50m Pool Option Slattery Quantity Surveyors were engaged. Slattery estimated the capital cost of the 50m Pool Option at \$60,000,000 which is over \$11,000,000 higher than the Base Option.

The higher cost is attributable to the increased scale of the pool hall to house the additional spaces, the 50m pool shell, the additional spectator seating area, additional plant room requirements and the standard project fees and contingency percentages that are applied to additional building scale.

### 4 Annual Financial Performance

The financial forecasts for the 50m Pool Option have been developed using data from existing aquatic centres including those with a 50m pool and detailed financial data from Thomastown Recreation and Aquatic Centre (TRAC) and Mill Park Leisure Centre (MPLC). The forecasts of financial performance should be treated as indicative. Financial forecasts will be refined in the next phase of the project through a detailed analysis of the preferred option and final business case development.

It is anticipated, that the annual financial performance of the 50m Pool Option, following a 12 to 24-month business establishment period, would be in the range of break-even to a loss of \$100,000 per annum. In comparison, the Base Option is estimated to deliver a surplus in the vicinity of \$50,000 to \$150,000 per annum.

Over ten years the difference in operational performance of the 50m Pool Option to the Base Option could be in the vicinity of \$1.5 million and potentially in the range of \$2.5 million.

The 50m Pool Option will deliver increased patronage and revenue, through competitions, carnivals, swim club activities, casual entry and aquatic memberships. However, the additional revenue will be more than offset by a significant increase in utility costs (gas, electricity and water). Utility costs at aquatic centres that include 50m pools range from \$700,000 to \$950,000, whereas 25m pool utilities will be in the range of \$500,000 to \$700,000.

Factors such as the governance model adopted, pricing policies and the level of competition in the centre catchment will impact on financial performance. These issues will be explored in more detail during the Business Case analysis for the preferred option.

### 5 Non-financial implications

#### Positive Impacts

#### *Lap swimming and Swim Club*

The 50m Pool Option will deliver improved outcomes for a relatively narrow sector of the community with the local swim club(s) and lap swimmers benefiting the most. It will provide opportunities for regional swimming competitions (although demand for these is unknown and likely to be relatively limited), school swimming carnivals and will facilitate long course training for the local swim club(s).

The 50m pool, with the boom in place at 25 m (middle of the pool), will provide additional lane space to cater for peak evening lap swimming and swim squad use. However, outside of these hours, demand for lap lanes will be low.

## Negative Impacts

### **Accessibility**

An implication of increasing the minimum depth of the pool to 1.35m, (from 1.00m in the Base Option) to meet the needs of regional competitions is a reduction in suitability for people with lower levels of aquatic skills and confidence including older adults, young children and people with a disability.

The deeper water is also likely to increase safety risks and supervision costs due to the need to have additional lifeguards to supervise people cooling off on hot days. Similarly, the lower water temperature preferred by lap swimmers and swim clubs, and required for competitions, will discourage some users from engaging in passive exercise such as water walking and leisure play.

The extra depth and lower temperature will be detrimental to aqua aerobics programs which are typically attended by large numbers of female community members. More broadly the reduced accessibility to the 50m pool will put further demand on the WWEP which is likely to affect customer experience negatively and reduce customer satisfaction.

### **Environmental Sustainability**

The larger water volume will require increased usage of gas, electricity, water and pool chemicals and will increase the environmental impact of the centre.

## 6 Demand Assessment

Sport and Recreation Victoria (SRV) in partnership with Aquatics and Recreation Victoria (ARV), Victoria's peak aquatics body, has developed the *Indoor Aquatic and Recreation Facility Development Guidelines*. The guidelines were used to guide key strategic decisions relating to aquatic facility location and scale in the City of Whittlesea's 2014 *Major Leisure and Aquatic Facility Study*.

Current forecasts for the future catchment population of an aquatic centre in Mernda are for a population of 55,000 to 60,000. The guidelines recommend that an indoor 25m pool will service a catchment of this size. Furthermore, the guidelines suggest that Councils planning an aquatic centre with potential catchment populations between 70,000 and 100,000 should consider a 50m pool, but that one is not required. However, when the catchment population is more than 100,000 a 50m pool (including a boom) should be provided.

## 7 Summary

The provision of a 50m pool will provide benefits to any local swim club and lap swimmers. Conversely, the requirement for a deeper water pool means that it will be less suitable to some community members such as older adults, young children and people with a disability.

The aquatic facility guidelines developed by ARV and SRV suggest that the future catchment population of Mernda does not warrant provision of a 50m pool.

These factors combined with the increased capital and operating costs associated with the 50m pool do not provide support the provision of a 50m pool in the Mernda Aquatic Centre.



**6.2.2 LEISURE POLICIES UPDATE**

<b>Attachments:</b>	<b>1</b>	<b>Sports Club Contribution Policy 2019</b> <a href="#">↓</a>
	<b>2</b>	<b>Epping Soccer Stadium Policy 2019</b> <a href="#">↓</a>
	<b>3</b>	<b>Summary of Key Changes to Leisure Policies</b> <a href="#">↓</a>

**Responsible Officer:** Director Community Services

**Author:** Team Leader Sport & Recreation

**RECOMMENDATION SUMMARY**

That Council resolve to adopt the Sports Club Contribution Policy 2019 (Attachment 1) and Epping Soccer Stadium Policy 2019 (Attachment 2).

**KEY FACTS AND / OR ISSUES**

At its meeting on 23 February 2016, Council adopted the current Sports Club Contribution Policy; and on 16 March 2010, Council adopted the current Epping Soccer Stadium (ESS) Policy. These two policies have been reviewed and undergone minor updates to reflect current industry regulations, trends and local club practices.

The key changes proposed to both include:

- Updated links to Council's current strategic documents such as Whittlesea 2040 and templates;
- Improved clarity of club and Council expectations regarding facility management, improvement and development process; and
- Higher prioritisation of developing sporting pathways for women, and access for clubs based within the municipality.

**REPORT****BACKGROUND**

Following the adoption of Whittlesea 2040: A Place for All and the Active Whittlesea Strategy 2019, two Council policies have been reviewed and updated to align to Council's current strategic priorities and improve Council processes related to the use and financial contribution towards community sporting infrastructure.

Through reviewing and updating the two policies it is intended to:

- Align with Whittlesea 2040 and Active Whittlesea Strategy 2019;
- Strengthen the City of Whittlesea's operational management and foster inclusivity across sporting settings/clubs; and
- Ensure all sporting clubs and stakeholders have a clear understanding of Council processes and expectations.

The two policies reviewed and updated are:

*Sports Club Contribution Policy 2019* – Provides a clear framework outlining the process for local sporting clubs to contribute towards the upgrade of Council owned community and sporting infrastructure. This policy provides an updated position on the existing Club In-Kind Policy adopted by Council during its meeting of 23 February 2016.

*Epping Soccer Stadium (ESS) Policy 2019* - Provides a clear framework for the use, management and allocation of ESS. An updated policy provision is required as several stakeholders now access the site, and the existing policy is almost 10 years old. The existing policy was endorsed by Council during its meeting of 16 March 2010.

The proposed changes to both policies provide a greater level of procedural clarity for the clubs and the City of Whittlesea. Neither policy update differs significantly from the previously adopted policy. A summary of the key changes are shown at Attachment 3.

**POLICY SUMMARIES****Sports Club Contribution Policy 2019**

The Sports Club Contribution Policy 2019 builds upon the current Club In-Kind Contribution Policy, by providing a clearer framework and formalised process for clubs to request upgrades to community sporting infrastructure provided by Council to support local sporting clubs to deliver community sport and physical activity competition and training.

This policy outlines a clear process for Council to work in partnership with sports clubs to provide and upgrade quality sporting facilities to the community to an agreed standard and service levels; and provides a consistent and transparent approach to the capital development of Council's sport and recreation facilities.

The Sports Club Contribution Policy process opens biannually, aligning closely with Council's annual budgeting and maintenance planning cycle. This policy provides role clarity for both the City of Whittlesea and sporting clubs in the infrastructure development process, sets an expectation that clubs can contribute financially towards the improvement of facilities and outlines to clubs that proposals for upgrades to Council sporting infrastructure is a competitive process and Council has limited capacity to support, manage, monitor or fund projects.



The policy outlines three categories under which sporting clubs can request infrastructure upgrades:

- Minor works: the donation of goods or services (including labour), to assist in the development of minor improvement works and maintenance projects. The value of projects in this category is typically up to \$20,000.
- Major improvement works: club requests for significant facility improvement or upgrade works. Improvement works requested under this category often sit outside of Council's minimum standard of infrastructure provision, thus a higher proportion of club contributions is required. The value of projects in this category typically range from \$20,000 to \$50,000, such as significant kitchen upgrades, removal or reorientation of walls, storage upgrades etc.
- Major capital works: works requested by clubs that may be undertaken as part of Council's capital works program to create a new asset or space, or to change the use, function or layout of an existing asset or space. The value of projects in this category will generally exceed \$50,000. Applications received in this category will be considered on a case by case basis pending club financials and alignment to Council's New Works program.

As outlined in the policy, all requests received will be assessed against the following four priority determinants, to ascertain those with the strongest strategic alignment to Council priorities:

- a) Asset Condition
- b) Participation and community benefit
- c) Utilisation
- d) Funding

### **Epping Soccer Stadium Policy 2019**

The Epping Soccer Stadium Policy 2019 provides a clear framework for the use, management and allocation of ESS. An updated policy provision is needed to guide the ongoing operations and meet increasing demand as several stakeholders now access the site and the existing policy is almost 10 years old.

The existing policy does not reflect the current demand for or utilisation of the site, or respond to the current soccer participation trends within the city. The updated policy confirms Council's position that:

- No club will have exclusive use of the ESS or shall promote ESS to this effect.
- This is a shared use facility and will be managed and allocated for use by the City of Whittlesea.
- Locally connected clubs will have priority access for allocations.

The City of Whittlesea Soccer Strategy indicates that female soccer participation across the municipality is lower than female soccer participation rates across the state, which is increasing. The updated policy places a greater emphasis on growing female soccer participation, and supports priority action 4.1 of the City of Whittlesea Soccer Strategy that states Council will, '*work in collaboration with all soccer clubs to establish a women's National Premier League (NPL) participation pathway within the city*'. Football Victoria has set a target of 50:50 gender participation rates by 2028 and the role of ESS is extremely important in providing the participation pathway for women's soccer within the municipality.

## Key Changes

A detailed comparison of the changes to both policies has been completed and can be found at Attachment 3.

## CONSULTATION

The updated policies respond to sports club feedback received throughout the course of the 2018 and 2019 winter sporting seasons, where officers work with local clubs. Feedback received during the development and implementation of the City of Whittlesea Soccer Strategy has also been central to the policy upgrades. Furthermore, throughout July 2019 Council officers liaised directly with the Soccer Clubs currently utilising ESS to ensure they are familiar with the updated policy.

## CRITICAL DATES

NIL

## FINANCIAL IMPLICATIONS

There are no direct financial implications associated with the revised versions of either policy. It should be noted that potential project proposals from clubs under the Club Contribution Policy 2019 will be subject to funding as part of Council's annual New Works Program and will be presented as part of future annual budget allocation processes, as required.

## POLICY STRATEGY AND LEGISLATION

These policies are aligned to:

- Whittlesea 2040 – Goal one Connected Community through increased physical activity rates (direction 1.2).
- Active Whittlesea Strategy 2019 – Key Direction 3 Open Space / Infrastructure.
- City of Whittlesea Soccer Strategy.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Life Cycle Asset Management - Failure to effectively plan for the construction, on-going maintenance and renewal of Council's assets*

Implementation of these policies will contribute towards safer, adequate and fit-for-purpose provision of sport and recreation infrastructure across the municipality.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A healthy and safe community</b>
<b>Strategic Objective</b>	<b>There is a focus on preventative approaches to health issues and health policy</b>
<b>Council Priority</b>	<b>Health and Wellbeing</b>

Implementation of the updated Sports Club Contribution Policy 2019 and the Epping Soccer Stadium Policy 2019 will contribute to meeting goal one of Whittlesea 2040, to create liveable communities and neighbourhoods that actively support increased physical activity rates and connected communities.

**DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

**CONCLUSION**

It is evident that local sporting clubs play a central role in creating opportunities for social connection, physical activity and community leadership. The proposed policy amendments will provide greater procedural and operational clarity for sporting clubs and Council, therefore creating opportunities for people within the municipality to become more physically active and live healthier lives.

<b>RECOMMENDATION</b>
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**THAT Council resolve to adopt the:**

1. Sports Club Contribution Policy 2019; and
2. Epping Soccer Stadium Policy 2019.

<b>COUNCIL RESOLUTION</b>
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**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**





## City of Whittlesea

### Sports Club Contribution Policy 2019

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Version #	Date of release	Author
V1	March 2019	CD

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### 1. Policy statement

The City of Whittlesea supports sporting clubs to propose minor infrastructure works projects and contribute towards Council funded upgrade of sporting infrastructure and facility upgrades.

Undertaking of projects or works to any Council owned infrastructure is subject to City of Whittlesea approval. All requests for works and upgrades should be made through the Sports Club Contribution Policy process, which opens twice annually. Assessment of requests will be made against the following four priority determinants:

- a) Asset condition
- b) Participation and community benefit
- c) Utilisation
- d) Funding

Further details on the above determinants is outlined in Appendix 2

### 2. Policy Objective(s)

The Sports Club Contribution Policy 2019 allows:

- Council to work in partnership with sports clubs to provide quality sporting facilities to the community to an agreed standard and service level
- Clubs to have greater input into the development and direction of Council sport and recreation assets
- A consistent and transparent approach to the capital development of Council's sport and recreation facilities
- Clear definition of Council and sports club responsibilities towards the capital development of Council's sport and recreation facilities
- A clear process for sports clubs to propose community sport facility infrastructure projects and key determinants projects must align with in order to meet Council approval
- Establishment of project management and quality control frameworks whilst managing risk, liability and ongoing maintenance of facility upgrades

### 3. Policy Principles

This policy is primarily informed by the Active Whittlesea Strategy 2019 - 2028. It also supports the following key Council priority directions from the Community Building Strategy:

- Equity, access and inclusion:
  - We will respect diverse values, abilities, beliefs, cultural practices and ways of living in creating safe and inclusive active environments that deliver equitable outcomes.
- Community and civic partnerships:

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- People and communities will be socially connected to places, spaces and the community through diverse physical and recreational activities.
- Collaboration and partnerships:
  - Council will partner with communities, clubs, organisations and all levels of government to create more active communities and environments.
- Community outcomes
  - Council are focused on achieving positive and equitable community outcomes by ensuring approved projects align with Council's long-term plan.

#### 4. Context/Rationale

Council provides local sporting clubs with community infrastructure to in order to deliver sport and physical activity programs. Many sports clubs wish to propose a development or improvement to their allocated facilities. When this occurs, there is an expectation that clubs should contribute financially towards the project, through either a cash contribution and/or the source of goods and services.

The Sports Club Contributions Policy 2019 outlines a process through which clubs may propose upgrades or improvements to community sporting infrastructure. This may involve proposals for minor or major infrastructure upgrades. The Sports Club Contributions process is a competitive process as Council has limited capacity to manage, monitor or fund projects.

Projects submitted by clubs will be assessed against the following four priority determinants:

- a) Asset condition
- b) Participation and community benefit
- c) Utilisation
- d) Funding

Further details on the above determinants is outlined in Appendix 1.

#### 5. Scope of policy

The Sports Club Contribution Policy 2019 provides sporting clubs the opportunity to propose minor and major infrastructure upgrades, and contribute to capital work upgrades to community sporting facilities. The policy has been developed to guide the assessment and management of proposed projects.

Proposed upgrade or facility infrastructure improvement projects will fall under one of three categories – minor maintenance, major maintenance and major capital works. Sporting clubs must provide a comprehensive rationale as to the application of the four priority determinants.

The following defines the three categories of which proposals will fall under:

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**Minor works:** the donation of goods or services (including labour), to assist in the development of minor improvement works and maintenance projects. The value of projects in this category are typically up to \$20,000.

**Major improvement works:** club requests for significant facility improvement or upgrade works, which will be undertaken by City of Whittlesea's Facilities Management department. Improvements work requested under this category often sit outside of Council's minimum standard of infrastructure provision, thus a higher proportion of club contributions is required. The value of projects in this category typically range from \$20,000 to \$50,000.

**Major capital works:** works requested by clubs that may be undertaken as part of Council's capital works program to create a new asset or space, or to change the use, function or layout of an existing asset or space. The value of projects in this category will generally exceed \$50,000. Applications received in this category will be considered on a case by case basis pending club financials and alignment to Council's new works program.

The below table outlines some examples of projects which may fall under each category:

MINOR WORKS	MAJOR IMPROVEMENT WORKS	MAJOR CAPITAL WORKS
Installation of air conditioning	Small pavilion upgrades	Installation or upgrade of sports lighting
Installation of electronic scoreboards	Significant kitchen renovations	Reconstruction of courts / grounds
Installation of cabinets and /or joinery	Storage units	Major pavilion upgrades, extensions or redevelopment
Internal painting of pavilion/change rooms	Removal or reorientation of walls	Installation of scoreboard structures

Project proposals can be submitted by clubs as follows:

Round one – opens in October annually

Round two – opens in of April annually

Clubs are encouraged to discuss potential projects with officers in advance of submitting their application, who may be able to provide guidance and support to development of the project application.

### 5.1 Minor works

To apply to undertake works in this category, tenant sporting clubs are required to submit a *Club Contribution Project Proposal (Appendix 3)* to be assessed by the club contribution works committee. Projects satisfying the necessary requirements will be invited to submit all further required details. Projects in this category are to be fully funded by the club.

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## 5.2 Major improvement works and major capital works

To apply in these categories, sporting clubs must complete *the Expression of Interest Form for major improvement and major capital works* (appendix 4) and submit this to Council officers to be assessed by the club contribution works committee. Projects satisfying the necessary requirements and alignment to Council priorities will be invited to submit a full application for assessment.

Clubs applying in these categories must provide detailed rationale behind their proposals including links to relevant strategies, policies, funding and grant opportunities. Clubs should also provide details of club financial contribution to be made towards infrastructure upgrades.

Contributions from tenant sporting clubs towards the upgrade of major sporting infrastructure facilitates creates a more sustainable partnership approach to infrastructure development. Projects that are approved and submitted to Council's New Works Program, or planned maintenance program, will take into consideration club financial contributions as part of the funding strategy.

Funding contributions for these categories is to be expected as follows:

**Major improvement works:** At least 50% of the total project cost to be contributed by the club. This should be made upfront prior to the project commencement.

**Major capital works:** At least 10% of the total project cost to be contribution by the club. Of this contribution, 50% should be made upfront prior to project commencement.

Alternative agreements and payment plans will be considered by council on a case by case basis and in accordance with council's new works program at the time of application.

Under these categories, City of Whittlesea strongly encourages contributions from other funding sources such as state and local government grants, to contribute towards major works. This can be further discussed with officers to align projects to other funding sources.

## 6. Key linkages

All City of Whittlesea policies comply with the *Victorian Charter of Human Rights and Responsibilities*.

This policy has clear linkages to a range of codes, charters, legislation and Council documents:

- Whittlesea 2040
- Active Whittlesea Strategy 2019 - 2028

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## 7. Terms and conditions

- All proposed projects must be undertaken on infrastructure located on Council owned or managed land.
- Council may decline a club contribution application if they believe the project:
  - Is not suitable for the facility / site
  - May adversely impact other facility users or community members
  - Presents a high risk and / or the risks cannot be mitigated
  - Is not in the interest of the greater City of Whittlesea community
  - Does not satisfy the project management requirements
  - Conflicts with the asset maintenance planning for the site
- Any proposed projects must consider the needs of other user groups of the site; consultation and agreement will be required as part of all applications.
- The value of projects and the category of which a proposed project falls under can be reviewed and altered at the discretion of the Manager of Leisure & Community Facilities.
- Where a club is seeking to offer goods rather than services towards projects, clear product specifications that guarantees quality standards will be required by City of Whittlesea prior to works commencing. A supply agreement is to be signed between the club and City of Whittlesea for the supply of these goods. The provision of such goods will also be written into any tender specifications. Acceptance of goods donated by clubs is subject to the approval of Council.
- Where a club is contributing funds to a project; evidence of the Clubs ability to meet this requirement must be provided as part of the application process.
- City of Whittlesea will not act as guarantor for any financial contributions or commitments made by a club.
- In all circumstances, projects approved by City of Whittlesea under the Major improvement works and major capital work categories will be project managed by City of Whittlesea officers.
- Clubs may manage minor works projects upon agreement with City of Whittlesea, however this will determined on case by case basis and based on the project management documentation submitted by the Club.
- Once minor works projects are approved, a detailed contract of agreement will be developed that will include a specification of the proposed works to be undertaken, the

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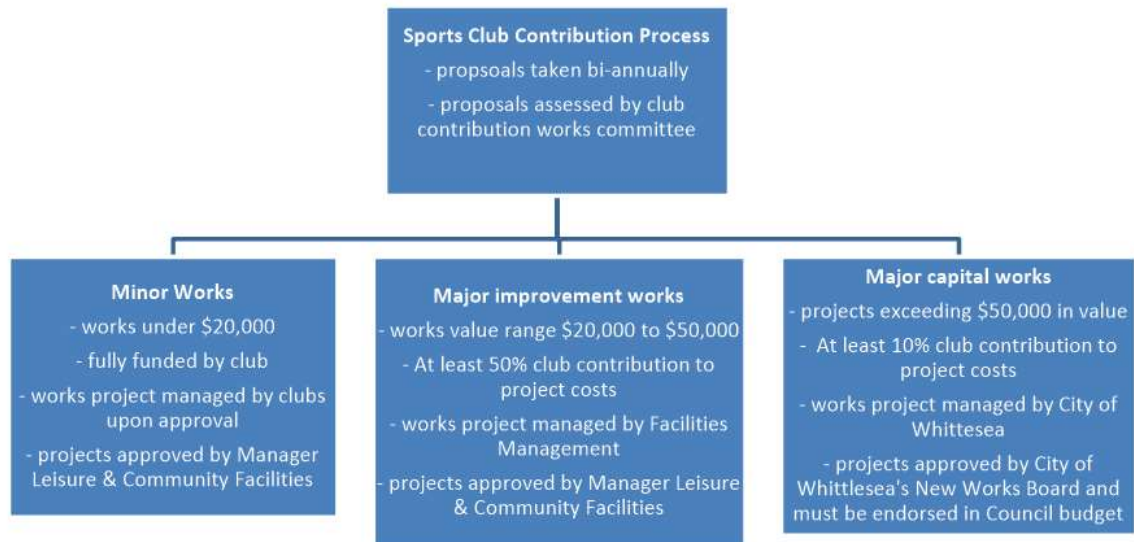
standard of works required, insurance arrangements, site security, key sign off dates and special conditions. The letter of agreement must be signed by the club prior to the project commencing. Email confirmation that works can commence will then be sent.

- The club must nominate a representative to act as project manager and City of Whittlesea liaison. The club nominated project manager should be available to deal with any issues that arise from the project and should be available to follow up City of Whittlesea queries.
- All facility improvements projects carried out through this process are to become property of City of Whittlesea upon practical completion. This will form part of the agreement.
- If minor works are being undertaken by the club, the club must ensure that person/s undertaking the works hold suitable qualifications, registrations and insurance for the work type being carried out. Evidence of this is required to be provided as part of the application process.
- The club shall provide a public liability insurance policy for an amount in respect of any one occurrence of not less than \$20 million. Clubs must provide evidence that their current policy covers them for undertaking capital or maintenance work. If not, clubs must take out a specific policy for the project to ensure they are appropriately covered.
- In exceptional circumstances where there are potential financial risks to City of Whittlesea, it may request a financial security to ensure the works can be completed; this may be in the form of a bank guarantee. If the identified club contributions fail to meet the required standards and/or time frames City of Whittlesea will draw on the club's Bank Guarantee.

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**Appendix one – Club contribution matrix**



Future Direction

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#### Appendix two - Priority Determinants

These four determinants will assist council in prioritising sports lighting upgrades and installations. Details on considerations to be made under each determinant are as follows:

- a) Asset Condition
  - I. Current provision
  - II. Compliance to Australian Standards
  - III. Health and safety considerations
- b) Participation and community benefit
  - I. Current participation
  - II. Women and girl's participation
  - III. Future participation rate and programming opportunities
  - IV. Future community benefit
  - V. Current and projected diversity of participation
- c) Utilisation
  - I. Current and projected future usage
  - II. Capacity for multi-use of facility
  - III. Beneficiaries of the lighting system
- d) Funding
  - I. Club contribution
  - II. External funding

Note: Evidence to substantiate is required and will be verified with state sporting bodies.

#### Appendix three – Club contribution project proposal form for minor works

Please contact [sportsgrounds@whittlesea.vic.gov.au](mailto:sportsgrounds@whittlesea.vic.gov.au) or visit [whittlesea.vic.gov.au/sport](http://whittlesea.vic.gov.au/sport) for a copy of the project proposal application form

#### Appendix four – Expression of Interest Form for major improvement works and major capital works

Please contact [sportsgrounds@whittlesea.vic.gov.au](mailto:sportsgrounds@whittlesea.vic.gov.au) or visit [whittlesea.vic.gov.au/sport](http://whittlesea.vic.gov.au/sport) for a copy of the project proposal application form

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# Epping Soccer Stadium

## Allocation, management and use policy 2019

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### 1. Policy statement

The City of Whittlesea is committed to providing a practical and clear framework for the use, management and allocation of Epping Soccer Stadium (ESS).

### 2. Policy objectives

The objectives of allocation, management and use of ESS are to:

- maximise the usage of this facility, whilst complying with the ground usage restrictions to ensure provision of a high-quality playing surface that is commensurate with the level of sporting competition played at the venue
- implement effective management and maintenance practices to ensure the standard of this facility meets the needs and expectations of users
- ensure fairness and equity in the allocation of Council facilities
- maximise overall community benefit, encourage and facilitate use of the facility by more users
- encourage co-operation and strong working partnerships between all user groups

### 3. Policy principles

This policy is primarily informed by the Active Whittlesea Strategy 2019 - 2028. It also supports the following key Council priority directions from the Community Building Strategy:

- Equity, access and inclusion:
  - We will respect diverse values, abilities, beliefs, cultural practices and ways of living in creating safe and inclusive active environments that deliver equitable outcomes.
- Community and civic partnerships:
  - People and communities will be socially connected to places, spaces and the community through diverse physical and recreational activities.
- Collaboration and partnerships:
  - Council will partner with communities, clubs, organisations and all levels of government to create more active communities and environments.
- Community outcomes
  - Council are focused on achieving positive and equitable community outcomes by ensuring approved projects align with Council's long-term plan.

### 4. Policy scope

This policy supports the management of ESS and clearly defines the responsibilities of all parties. City of Whittlesea's responsibilities include (but are not limited to) the following management items:

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- allocation for use of the ESS facility
- set fees and charges, invoicing and collection of revenue
- ground maintenance
- building and facilities maintenance
- ongoing support to and liaison with facility users

#### 5. Key linkages

All City of Whittlesea policies comply with the *Victorian Charter of Human Rights and Responsibilities*.

This policy has clear linkages to a range of codes, charters, legislation and Council documents:

- Whittlesea 2040
- Active Whittlesea Strategy 2019 - 2028

#### 6. Facility allocation procedure

The following principles will be used to determine allocations of ESS:

- No club will have exclusive use of the ESS or shall promote ESS to this effect.
- ESS is a shared use facility and will be managed and allocated for use by City of Whittlesea
- Locally connected clubs will have priority access to allocation of ESS
- Allocation, use and management of the ESS is at the sole discretion of City of Whittlesea
- Use of the ESS will only be allocated on the basis of a signed and completed user agreement by the respective club or association
- An application for use of the ESS may not be considered where the user has an outstanding debt to City of Whittlesea; has not returned keys from the preceding season or has a poor history of use or payment of debts to City of Whittlesea (including but not limited to a past record of cleanliness and care shown for the playing surface)
- City of Whittlesea will determine use annually according to the expressions of interest (EOI) received. No user, past or new, can expect an automatic right of use of the ESS based on previous use
- Seasonal allocations confer the right to the facility for Football Victoria (FV) or Football Federation Australia (FFA) scheduled matches only
- Training sessions are available subject to ground availability
- All matches and training sessions will be limited to the maximum hours of use for the venue, and allocated accordingly by City of Whittlesea
- Associations/peak bodies must apply to host any finals matches at this venue. Clubs cannot apply to host an association final as they are not the responsible party for that final

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- ESS will only be allocated to a team that can provide evidence that it is part of an incorporated sporting club.

Seasonal allocations will be determined according to the following schedule:

*Winter use for matches*

City of Whittlesea will call for EOI's for use the following calendar year, in November closing end of December. Winter season commences in accordance with FV fixturing.

*Summer use for matches\**

Users must complete the online booking request as required and all applications will be assessed by City of Whittlesea.

*Casual training bookings\**

Users will complete the online booking request as required and all applications will be assessed by City of Whittlesea.

*\*Dependent on availability as a result of maintenance/ground works and maximum hours of use threshold.*

Allocation for sporting facilities within the City of Whittlesea are at the discretion of the Manager Leisure & Community Facilities.

## 7. Ground Use and access

The maximum weekly usage of the pitch at the ESS facility has been established at 12 hours per week.

Flexibility for any requested variations to this standard will be taken into consideration when seasonal bookings are assessed.

In respect to the high quality of the playing surface provision at this venue and established limitations on use, the grounds will only be allocated for representative or home and away matches.

Subject to ground availability and weekly maximum usage, training will limited to one 90 minute training session per week per club.

## 8. Allocation Priorities

City of Whittlesea provides sporting facilities to encourage participation in sport and physical activity, healthy lifestyle choices, skill development and social cohesion. Ensuring that facilities are used by local communities is a key objective when allocating any facility.

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However, there is also consideration required as to the standard/level at which a team / club plays as to the standard of facility allocated.

City of Whittlesea will allocate priority ground use of ESS to the team(s) according to the level of competition that are playing within, as defined by the national / state sporting association (FV or FFA) with preferential access given to higher ranking teams. City of Whittlesea will also consider allocation of facilities in relation to demonstrable benefits to the community.

When determining whether a club is sufficiently 'locally connected' for the purpose of use of ESS, City of Whittlesea in its decision will take into account the following considerations:

- the percentage of registered players using the facility who reside within the City of Whittlesea
- whether the club has a junior, women's' and men's structure that is verified by the state sporting association
- whether the club has its headquarters or principal office within the City of Whittlesea
- the nature and extent of any community events or other activities the club undertakes within City of Whittlesea
- any other relevant considerations.

#### **9. New and community uses**

City of Whittlesea will ensure that optimum use is made of the ESS. Council encourages clubs / teams that meet the 'local connection' criterion to apply for use the ESS and associated grounds. Due consideration will be made in line with the priority allocation considerations.

City of Whittlesea reserves the right to allow other clubs, schools, community groups or users to occupy or use ESS during any time available once seasonally allocated competition and limited training needs have been accounted for.

City of Whittlesea will, where possible, endeavour to have equitable usage between community and elite level games.

#### **10. Specifics of use**

##### **10.1 Special events**

City of Whittlesea in its absolute discretion can offer the ESS for special events to any team regardless of that team's ranking or local content on the completion of an online booking form by the user/club.

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City of Whittlesea retains the ownership and allocation rights to all sporting facilities. This is particularly important in the event of disputes or fixturing issues from third parties such as FV or FFA, so that officers can effectively manage the facility.

This clause allows City of Whittlesea to provide the use of ESS for special events such as A-League games, W-League games, FV or FFA finals.

#### 10.2 Pre-season access

Limited pre-season training, practice matches and/or 'friendly' matches may take place at ESS provided it does not affect ground maintenance periods. All bookings must be made through the online portal and approved in writing by City of Whittlesea.

#### 10.3 Times of use

In line with the building occupancy permit ESS is only available for use during the following times:

Day	Time
Monday	8am – 10pm
Tuesday	8am – 10pm
Wednesday	8am – 10pm
Thursday	8am – 10pm
Friday	8am – 11pm
Saturday	8am – 11pm
Sunday	9am – 10pm

#### 10.4 Closure of ground

City of Whittlesea reserves the right to withdraw ESS from use at any time to protect the playing surface, or if there is capital or maintenance works scheduled.

City of Whittlesea reserves the right to close ESS at any time due to weather conditions, where use may be detrimental to the long term condition of the playing surface.

In case of unforeseen closure, clubs are responsible for sourcing an alternate venue; however City of Whittlesea will use its best endeavours to provide assistance.

#### 10.5 Subletting

The hirer will not have the right to hire the grounds to a third party. The hirer is deemed the applicant and the term 'hirer' does not extend to any sporting or other organisation with

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which the hirer may have an association. Subletting of the kiosk is allowable following written approval of the Manager Leisure & Community Facilities.

#### 10.6 Bar

The hirer is required to have the appropriate liquor license if they intend to sell or provide alcohol to patrons. The preparation and service of any beverage must be in accordance with applicable regulations, licenses and standards. The hirer will be responsible for the purchasing and stocking of the bar.

#### 10.7 Canteen and catering

The canteen is a joint use facility and all hirers are responsible for securing their stock in lockable storage units provided by the City of Whittlesea. All hirers are required to have the appropriate food act permits to use the canteen area. The hirer is responsible for providing appropriately trained and authorised staff and stock to operate these facilities.

The user is NOT allowed to sell the following products from the bar or canteen:

- tobacco products.
- cigarette lighters
- any chewing gum
- any other items deemed inappropriate by Council from time to time

The hirer will be responsible for the purchasing and stocking of the canteen and kitchen. The hirer is responsible for cleaning of the canteen and food service areas to the satisfaction of City of Whittlesea following each use of the facility.

#### 10.8 Cleaning

A cleaning fee is levied in addition to the facility hire fees. In the case of local clubs and community clubs this fee is waived in lieu of the facility being left in a satisfactory condition. City of Whittlesea staff will undertake an inspection following the use of the facility and should further cleaning be required the user will be charged the full cleaning fee.

#### 10.9 Signage

Sponsorship advertising signage is permitted to be placed on ground fencing on game days only. Sponsorship signage should be made of appropriate and durable materials as to prevent damage. Positioning of signage will be approved by City of Whittlesea's Sports Club & Facility Coordinator.

#### 10.10 Car Parking Fees

All car parking and gate fee charges are to be in line with FV guidelines.

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#### 10.11 Conditions of Hire

ESS has a conditions of hire agreement which is required to be signed off by all users prior to any booking and is separate from this policy.

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# **EPPING SOCCER STADIUM POLICY COMPARISON**

<i>Epping Soccer Stadium Policy 2010</i>	<i>Epping Soccer Stadium Policy 2019</i>
	Sections 1 to 5 are new and reflect the updated Council policy template; although they do not change the intent or application of the policy.
<b>A. General conditions of use</b>	Now included in Section 6. Facility allocation procedure other changes: <ul style="list-style-type: none"> <li>ESS is a shared use facility and will be managed and allocated for use by the City of Whittlesea (CoW).</li> <li>Locally connected clubs will have priority access to allocation of ESS.</li> <li>All matches and training sessions will be limited to the maximum hours of use for the venue and allocated accordingly by the CoW.</li> </ul>
<b>B. Seasonal Allocations</b> <ul style="list-style-type: none"> <li>The EOI for winter allocations closed at the end of January.</li> <li>The winter season commenced in April 1 – September 30.</li> <li>EOI's for Summer allocations runs from July to August.</li> <li>Allocation for sporting facilities was at the discretion of the Director, Community Facilities.</li> </ul>	<b>Seasonal allocations – Change.</b> <ul style="list-style-type: none"> <li>The EOI for winter allocations now closes at the end of December.</li> <li>The winter season now commences in accordance with the FV fixturing.</li> <li>Users can complete an online booking form at any time during the year.</li> <li>New section regarding casual training bookings; 'Users are asked to complete an online booking request and their application will be reviewed by CoW'.</li> <li>Allocation for sporting facilities is now at the discretion of the Manager, Leisure &amp; Community Facilities.</li> </ul>
<b>C. Limitations of Ground Use and Access</b>	<b>Section 7. Ground Use and Access – Change.</b> Subject to ground availability and weekly maximum usage, training will be limited to one 90 minute training session. This was previously 60 minutes.
<b>D. Priority Allocation</b> When determining whether a club is sufficiently 'locally connected'... <ul style="list-style-type: none"> <li>Whether 70% of the registered players within the entire club reside within Council's municipal district.</li> </ul>	<b>Section 8. Allocation Priorities – Change.</b> When determining whether a club is sufficiently 'locally connected'.... <ul style="list-style-type: none"> <li>The percentage of registered players using the facility who reside within the CoW</li> </ul>

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<b><i>Epping Soccer Stadium Policy 2010</i></b>	<b><i>Epping Soccer Stadium Policy 2019</i></b>
<b>F. Encourage new and community users</b>	<b>Section 9. New and community users – Change.</b> Removal of 'once the highest ranked team/s' ... have been accounted for.
<b>G. Pre-season Access</b> Policy states 'No' pre-season training will take place on ESS.	<b>Section 10.2 Pre-Season Access – Change.</b> New Policy states 'Limited' pre-season training may take place.
<b>J. Subletting</b> Policy states Director can approve this.	<b>Section 10.5 Subletting – Change.</b> Policy states now approved by Manager, Leisure & Community Facilities
	<b>Section 10.7 Canteen and Catering – Change.</b> All information from 2010 policy is included with the addition of users not being able to sell: <ul style="list-style-type: none"> <li>• Tobacco products</li> <li>• Cigarette lighters</li> <li>• Any chewing gum</li> <li>• Any other items deemed inappropriate by Council from time to time.</li> </ul> Added the hirer is responsible for purchasing and stocking the canteen and kiosk, cleaning the canteen and food service areas.
	<b>Section 10.9 Signage – New.</b> The policy informs users that sponsorship signage is permitted on ground fencing on game days. Signage should be made of durable materials and positioning of signage will be approved by CoW.
	<b>Section 10.11 Conditions of Hire – New.</b> The policy states that ESS has a conditions of hire agreement which is required to be signed off by users prior to any booking.

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# SPORTS CLUB CONTRIBUTION POLICY – COMPARISON OF CHANGES

<b><i>Club In-Kind Contribution Policy 2016</i></b>	<b><i>Sports Club Contribution Policy 2019</i></b>
Policy statement states that Council will 'support' clubs through minor works projects.	Sections 1 and 2 revised to reflect the new Council policy template. The Policy Statement has been updated to read that clubs can 'propose' minor works projects.
<b>Objectives</b> All objectives have been included in new Policy.  Slight change in one objective that read: <ul style="list-style-type: none"> <li>To empower clubs to have greater input and sense of ownership of the facilities they use.</li> </ul>	<b>Section 3 - Objectives</b> All objectives from previous Policy have been included in new Policy. Changes. <ul style="list-style-type: none"> <li>Clubs to have greater input into the development and direction of Council sport and recreation assets.</li> </ul> 3 new objectives also added that relate to: <ul style="list-style-type: none"> <li>Consistent and transparent approach to capital development</li> <li>Clear definition of Council and sports club responsibilities</li> <li>Clear process for sports clubs to propose infrastructure projects</li> </ul>
<b>Context/Rationale</b> The context/rationale has been included in the new policy.	<b>Section 4 - Context/Rationale</b> Context/Rationale from previous policy has been included with additional information regarding process in which clubs can propose upgrades or improvements as well as criteria that submissions will be reviewed against
	<b>Section 5</b> – New section, added to reflect the new policy template.  <b>Section 6</b> – New section, added to reflect the new policy template.

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<b>Club In-Kind Contribution Policy 2016</b>	<b>Sports Club Contribution Policy 2019</b>
<p><b>Policy</b></p> <p>All existing policy terms have been included updated document.</p> <p>The following clause has been revised: Clubs can provide and mange projects where they are the chief contributor towards the project.</p>	<p><b>Section 7 - Terms and Conditions</b></p> <p>As per previous version with below additions:</p> <ul style="list-style-type: none"> <li>• The value of projects and category a project falls under can be reviewed or altered by the Manager Leisure &amp; Community Facilities.</li> <li>• All works carried out become the property of the City of Whittlesea.</li> </ul> <p>Previous policy states 'Clubs can provide and mange projects where they are the chief contributor towards the project' - changed to reflect contribution threshold. Project management arrangements revised to be reflective of financial value and risk profile</p>
	<p><b>Appendix One and Two</b></p> <p>New - describes the process and procedure for making submissions.</p>

### 6.3 CITY TRANSPORT AND PRESENTATION

#### 6.3.1 PETITION: REQUEST TO INSTALL RAISED PAVEMENTS ON MONTVILLE STREET, DOREEN

**Attachments:** 1 Montville Street Raised Pavements [↓](#)

**Responsible Officer:** Director City Transport & Presentation

**Author:** Team Leader Transport Engineering

#### RECOMMENDATION SUMMARY

1. Install two additional raised pavements in Montville Street, Doreen as part of the delivery of the Local Area Parking and Traffic Management Plan for Laurimar Primary School in 2020/21.
2. Refer the concerns of driver behaviour and excessive speeds in Montville Street to Victoria Police.
3. Advise the petitioners of Council's decision on this matter.

#### KEY FACTS AND / OR ISSUES

- Montville Street is a local road located in Doreen.
- A petition signed by twenty-two (22) residents of Montville Street requesting Council install raised pavements in Montville Street was received.
- Measured traffic speeds in Montville Street are moderately excessive given the function of the road, and it's proximity to a primary school, local park and surrounding residential development.

**REPORT****BACKGROUND**

This report is in relation to a petition tabled at the Council meeting held on Tuesday 2 April 2019. The petition was signed by twenty-two (22) residents of Montville Street, and requested Council install speed humps on Montville Street, Doreen.

The petitioners all reside in properties that have a frontage or side to their property abutting Montville Street, between Elliot Avenue and Chaucer Way. A covering letter was submitted with the petition citing the following concerns summarised in support of the request for raised pavements:

- Drivers have a total disregard for safe speed limits with vehicles traveling more than the 50km/h speed limit.
- These high speeds are concerning residents living nearby the primary school, two sporting ovals, skate park and local children's play area.
- Speeding and hoon behaviour occurs throughout the night keeping residents awake and affecting the local amenity.
- Reported on-street vehicle damage to parked cars has resulted in residents and their visitors avoiding parking on-street, therefore valuable on-street parking is not being optimised.

Council resolved to receive the petition and that a report be prepared.

**DISCUSSION*****Road Network and Land Use***

Montville Street is a local street designed to accommodate in the order of 3,000 to 5,000 vehicles per day (vpd). The 250m section between Elliot Avenue and Chaucer Way has a north-south orientation, is straight and is generally flat, and the 500m section between Chaucer Way and Laurimar Boulevard has a north to southwest orientation, a gentle horizontal curve and is also generally flat.

The cross-section of the road provides for a traffic lane for each direction, indented parking in front of some residential properties and the school, strategically placed kerb extensions the width of the parking lane, 1.5m footpaths and 4.0m wide nature strips.

Whilst Montville Street is a local street, it has a collector type road cross-section. Due to its location within the broader road network and proximity to the Laurimar Shopping Centre (200m to the south), Montville Street was constructed with the potential to accommodate a bus route however it does not currently form part of a bus route.

Land use development surrounding the road is comprised of standard density residential properties, Laurimar Primary School, ovals, skate bowl and playground, refer *Attachment 1*.

***Road Safety***

The petitioners raised concerns regarding safety on Montville Street and report occurrences of hit and run crashes.

A review of VicRoads' *CrashStats* (casualty crash database) indicates that there have not been any casualty crashes recorded in Montville Street over several years, from 1 January 2014 to 5 November 2018. VicRoads' *CrashStats* is a database of motor vehicle crashes for which the Victoria Police has created a crash report; and where a person has been injured or a fatality has occurred.

Council officers have inspected Montville Street and confirm that the road layout accords with the relevant engineering design standards and guidelines.



### **Traffic Conditions**

The section of Montville Street, between Elliot Avenue and Bateleur Crescent, has a 50km/h speed limit and between Bateleur Crescent and Laurimar Boulevard there is a permanent 40km/h school speed limit.

Traffic surveys were conducted over a seven-day period in April - May 2019 at two locations; one in the 50km/h section where the petitioners reside and the other in the 40km/h section. Results from both surveys are summarised below.

House No. (Speed Limit)	Vehicles per Day	Speed (km/h)		Vehicles Over (km/h)				Max. km/h
		Ave	85th %ile <sup>1</sup>	40	50	60	70	
No. 69 (50km/h)	1,603	48	55	820 (51%)	500 (31%)	58 (3.6%)	5 (0.3%)	92
No. 47 (40km/h)	1,973	41	46	972 (49%)	112 (6%)	3 (0.1%)	1 (0.04%)	78

1. '85%ile speed' is the speed at which 85 per cent of motorists are travelling at or below; this is a factor used when determining the safe operating speed of road.

These results indicate:

- Average speeds in the 50km/h section are 2km/h below, and the 85<sup>th</sup> percentile speed is 5km/h above the legal speed limit.
- Average speeds in the 40km/h section are 1km/h above, and the 85<sup>th</sup> percentile speed is 6km/h above the legal speed limit.

Overall, traffic speeds are moderately excessive both for the 50km/h section and the 40km/h section, given the function of the road, especially when it is considered in context of the surrounding road network and land use developments, which in this case includes the Laurimar Primary School, ovals, skate bowl and playground.

Given that operating speeds are higher than the legal limit and this section of Montville Street abuts the Laurimar Recreation Reserve, and is near the Laurimar Primary School, there is merit in Council taking some form of intervention to reduce speeds. This can be either in terms of requesting Victoria Police speed enforcement, action by Council in the form of periodic deployment of the Speed Observation Trailer, or the implementation of traffic calming works such as raised pavements by Council, or a combination of all three.

### **Laurimar Primary School**

Laurimar Primary School, which includes the ovals, skate bowl and playground within its precinct boundaries, has been identified as one of Council's top five priority schools with concerns about road safety, parking and traffic operations matters to be addressed.

For this reason, a draft Local Area Parking and Traffic Management Plan (LAPTM) to enhance safety, parking and traffic around the school had been prepared for implementation, scheduled in 2020/2021 (*Attachment 1*). This is part of Council's approach to improving road safety and parking around priority local schools across the city. The Montville Street section of the LAPTM includes a flat-top raised pavement at the children's crossing between Bulimba Boulevard and Eagle Boulevard.

Due to moderately excessive traffic speeds in the section of Montville Street between Chaucer Way and Eagle Boulevard, and between Elliot Avenue and Chaucer Way, it is recommended that two additional flat top raised pavements be included as part of the LAPTM in these sections of Montville Street, thereby extending the traffic management measures within the precinct.

These additional treatments are shown on the draft LAPTM plan (*Attachment 1*) and will contribute to a speed reduction and an improvement in safety and amenity within the street and the area leading up to the school zone.

### ***Proposed Intervention***

#### Victoria Police

Concerns about road safety and details of traffic conditions will be forwarded to the Victoria Police for further action and enforcement.

#### Council

The installation of raised pavements in Montville Street as part of LAPTM around Laurimar Primary School will be effective in reducing traffic speeds and improve safety in the street.

Whilst Council's Speed Observation Trailer can be deployed in the street, if raised pavements are installed, the deployment of the Speed Observation Trailer would be unnecessary.

### **CONSULTATION**

Should Council resolve to install raised pavements in the section of Montville Street, between Chaucer Way and Laurimar Boulevard, consultation with residents relating to the placement and design of the raised pavements will need to occur.

The twenty-two (22) petitioners represent all residential properties between Elliot Avenue and Chaucer Way, no additional consultation has been conducted on this matter at this stage.

Laurimar Primary School has indicated support for the LAPTM around the school.

Consultation with emergency services organisations will also be required. However, as the emergency services organisations are generally supportive of raised pavements in local streets, agreement from these organisations is expected.

### **CRITICAL DATES**

There are no critical dates associated with this matter. The raised pavements are planned to be implemented, if approved, in the financial year 2020/2021 to coincide with the roll out of treatments surrounding the Laurimar Primary School.

### **FINANCIAL IMPLICATIONS**

Implementing the raised pavements as part of the precinct approach to traffic management around the Laurimar Primary School will enable economies of scale, and a co-ordinated community consultation approach. This project is scheduled for the 2020/21 (PID2248). The total estimated cost to implement two additional Montville Street raised pavements into the Local Area Parking and Traffic Management Plan for Laurimar Primary School is approximately \$30,000 and can be incorporated within the existing budget allocations.

### **POLICY STRATEGY AND LEGISLATION**

City of Whittlesea Road Safety Strategy (2017):

*Address safety of all road users and path users.*

*Address driver behaviour and attitude towards vulnerable road users: pedestrians, cyclists, and motorcyclists.*

City of Whittlesea Integrated Transport Strategy (2004):

*Action RF 2.2: Manage local roads to improve amenity and safety for users.*

**LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN**

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A healthy and safe community</b>
<b>Strategic Objective</b>	<b>People of all ages and abilities are supported to live well with appropriate program, service and infrastructure delivery</b>
<b>Council Priority</b>	<b>Health and Wellbeing</b>

**DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

**CONCLUSION**

Traffic speeds in Montville Street are moderately excessive given the function of the road, especially when it is considered in context of the surrounding road network, land use development and proximity to Laurimar Primary School.

If the high traffic speeds are to be addressed action by both Victoria Police and Council is required.

Concerns about road safety and details of traffic conditions will be forwarded to the Victoria Police for further action.

The installation of raised pavements in Montville Street Doreen is recommended and will be effective in reducing traffic speeds. The installation of two raised pavements is proposed to be undertaken as part of a broader Local Area Parking and Traffic Management Plan for Laurimar Primary School precinct, which is scheduled to occur in the 2020/21 financial year.

**RECOMMENDATION**

**THAT Council resolve to:**

- 1. Install two additional raised pavements in Montville Street, Doreen as part of the delivery of the Local Area Parking and Traffic Management Plan for Laurimar Primary School in 2020/21.**
- 2. Refer the concerns of driver behaviour and excessive speeds in Montville Street to Victoria Police.**
- 3. Advise the petitioners of Council's decision on this matter.**

**COUNCIL RESOLUTION**

**MOVED:** *Cr Sterjova*  
**SECONDED:** *Cr Joseph*

**THAT Council resolve to adopt the Recommendation.**

**CARRIED UNANIMOUSLY**











### 6.3.2 RENEWABLE POWER PURCHASING AGREEMENT

**Responsible Officer:** Director City Transport & Presentation

**Author:** Executive Officer Sustainability Flagship Project

#### RECOMMENDATION SUMMARY

It is recommended that Council:

1. Participate in the Local Government Power Purchase Agreement; and
2. Authorise the Chief Executive Officer to sign the Participant Agreement and other enabling documents.

#### KEY FACTS AND / OR ISSUES

- The Local Government Power Purchase Agreement (LG PPA) is a unique opportunity to purchase clean energy at low cost, supported by comprehensive cost analysis and market-testing results
- Purchasing renewable power represents a significant step in our transition to becoming a 100% renewable power organisation and demonstrates Council's Whittlesea 2040 Sustainable Environment goal of being leaders in clean, sustainable living.
- Over 39 Victorian Councils are seeking to join this buying group, and the resulting Contract will be the largest single climate change action activity undertaken by Australian local government.
- Through this agreement Council will convert 64% of its electricity to a renewable energy source.
- Councils must confirm their participation through an Agreement by the 9th August 2019 before the project group goes to Tender. This is a once-off opportunity and is unlikely to be available again.



**REPORT****BACKGROUND**

The LG PPA has been created after thorough business case and probity investigations confirmed that it is an effective way to reduce electricity costs for Council, while taking action on climate change by purchasing renewable energy.

The collective buying power of the 39 participating Councils could also deliver socio-economic benefits to regional Victoria by supporting investment in new renewable energy facilities.

The City of Whittlesea's street light and small-market electricity accounts have been nominated for this Agreement. These accounts make up over 64% of Council's total electricity load and moving them to the LG PPA would represent a major step toward being powered by 100% clean energy and realising Council's goal of being leaders in clean, sustainable living.

The remaining 36% of Council's electricity load comes from its 17 largest sites. Officers will assess other ways to transition this power to renewable sources, including through a dedicated renewable energy facility, or participation in a new regional, multi-sector PPA with local business, yet to be established.

Council's existing sustainable project commitments will also continue alongside the LG PPA. This includes increasing the number of on-site solar and battery systems on our sites and investing in further building, street light, and fleet energy efficiency measures.

The LG PPA group is now preparing for the Tender stage of this project and Councils who wish to continue with this project are required to sign a Participation Agreement by 9th August 2019, prior to the tender process starting. This will ensure that the loads tendered to market are firm commitments upon which retailers will base their prices.

The Tender process and ongoing contract management will be led by the Municipal Association of Victoria (MAV). By signing this agreement, Council is committing to participate in the LG PPA, subject to tender responses meeting tender conditions that include cost parameters (based on cost modelling) and appropriate legal and probity protections.

**PROPOSAL**

It is proposed that the City of Whittlesea participate in the LG PPA by signing an Agreement and purchasing its Street Lights and Small Market electricity accounts through the LG PPA contract from July 2020. The contract has a ten-year timeframe with interval price review options.

**CONSULTATION**

This initiative has been led by Council's Sustainable Projects Officer and Sustainability Flagship Executive Officer in consultation with the Procurement and Finance & Assets departments.

External consultation includes detailed cost forecast, legal, and contractual advice from industry-leading subject matter experts. The LG PPA project leads have implemented similar PPA's for other consortiums and have provided ongoing support to Council officers confirming the suitability of this proposal for the City of Whittlesea.

Public consultation is not required.

## CRITICAL DATES

Councils are required to sign the Participant Agreement by 9th August 2019 to confirm their involvement. This will ensure that the loads tendered to market are firm commitments upon which retailers will base their prices. It will not be possible to join the LG PPA after this date.

The Contract Tender period will run from September to November 2019.

Contracts will be established from January to June 2020, and Council's electricity accounts may then be rolled in after that date, as the existing Contracts expire.

## FINANCIAL IMPLICATIONS

Electricity prices are highly variable and are influenced by a wide range of factors. One advantage of the LG PPA is that this part of Council's electricity bill would be provided at a fixed price, simplifying forward budgets. However, the variability in retail prices also makes it difficult to confidently predict future retail product prices to compare against the fixed cost PPA contract.

Expert energy market economists have modelled Council's likely future electricity costs based on different electricity market scenarios, to the best possible certainty in this changeable environment. They predict a potential difference of +/- \$1.3million over ten years between Council's current electricity product and the cost of the LG PPA fixed price contract. Council's electricity budget is over \$3million per year, so this is a potential variance of just +/- 4%.

The Tender process for the LG PPA will be administered by the Municipal Association of Victoria and it is necessary for Council to re-establish its membership with this organisation in order to participate in the tender.

There is also an up-front cost of \$25,000 to cover the cost of procurement, including appropriate legal and probity advice.

## POLICY STRATEGY AND LEGISLATION

Whittlesea 2040, Goal 4: Sustainable Environment: Leaders in clean, sustainable living.

The Sustainability Flagship Project is one of the key vehicles to achieve this, and one goal under this project is to be powered by 100% Renewable Energy by 2022.

## LINK TO STRATEGIC RISKS

### **Strategic Risk** *Financial Sustainability - Inability to meet current and future expenditure*

The risk of not participating is that Council will pay a higher price to establish and partake in a renewable power purchasing agreement without the group support; or forego the 100% renewable energy target due to lack of cost/risk mitigation in a singular arrangement.

### **Strategic Risk** *Climate Change - Failure to mitigate or adapt to the risks of climate changes*

Whittlesea's climate is changing. By 2050 annual temperatures will rise between 2-3 degrees and there will be more extreme heat and more heat waves, which will have a significant impact on our future community's financial security, health and wellbeing. This initiative is part of Council's actions to mitigate climate change impacts and support renewable energy generation within our state.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Sustainable environment</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Leaders in clean, sustainable living</b>

<b>Strategic Objective</b>	<b>We promote sustainable development for housing, transport, public buildings and open spaces</b>
<b>Council Priority</b>	<b>Environmental Sustainability</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

The LG PPA is a unique opportunity to purchase renewable energy for low cost, and high confidence arising from the thorough preparatory processes undertaken, and the large, experienced buying group involved.

## RECOMMENDATION

**THAT Council resolve to:**

- 1. Participate in the Local Government Power Purchase Agreement; and**
- 2. Authorise the Chief Executive Officer to sign the Participant Agreement and other enabling documents.**

## COUNCIL RESOLUTION

**MOVED:** *Cr Kozmevski*  
**SECONDED:** *Cr Kirkham*

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**

**6.3.3 FOOD WASTE RECYCLING TRIAL**

**Attachments:** 1 FOGO Trial Zones [↓](#)

**Responsible Officer:** Director City Transport & Presentation

**Author:** Acting Manager City Presentation

**RECOMMENDATION SUMMARY**

1. Proceed with the introduction of a Food Waste Recycling Trial commencing in October 2019; and
2. Commence seeking formal Australian Competition and Consumer Commission approval for the use of the Metropolitan Waste and Resource Recovery Group Organic Waste Disposal contract for the processing of organic waste material generated from any proposed municipal Food Waste Recycling service.

**KEY FACTS AND / OR ISSUES**

- Organic waste typically contributes more than 40 per cent (by weight) of household garbage; therefore diverting it from landfill represents a significant opportunity for Council to support our community to reduce Greenhouse Gas emissions associated with waste.
- The implementation of a trial will provide the information to identify whether, and in what form, a food collection service could be rolled out across the municipality.
- Implementation of a food recycling service will provide community members with the opportunity to dispose of their food waste in a sustainable and environmentally responsible way, and will make a strong contribution towards the *Whittlesea 2040* goal of a sustainable environment, and in particular, the key direction of Council being 'leaders in clean, sustainable living'.
- The trial is a first step in rolling out the food recycling service across the municipality, and will be associated with communications flagging the future introduction of a municipal-wide service.

**REPORT****INTRODUCTION**

This report details a proposal to undertake a food waste recycling trial to inform the operational parameters for the introduction of a municipal-wide service.

**BACKGROUND**

In 2016-17, councils across metropolitan Melbourne sent an estimated 878,000 tonnes of municipal solid waste to landfill. Organic food waste is estimated to make up over 36 per cent of this landfilled garbage, with organic garden waste contributing a further eight per cent of this total.

Organic waste deposited within landfills is decomposed by bacteria in anaerobic conditions to produce methane, a potent greenhouse gas with at least 25 times stronger global warming potential than carbon dioxide. Most landfills serving metropolitan Melbourne collect some landfill gas, however keeping the organic material out of landfill is the most effective way of reducing emissions. For this reason improving the recovery of the organic material generated by community is a key goal of the State Government's *Victorian Organics Resource Recovery Strategy*.

The State Government acknowledges the key role that Local Government plays in the delivery of waste management services to the community. It has therefore produced a variety of strategies to support Local Government in the implementation of Food Organic and Garden Organic (FOGO) collection services, including the *Victorian Organics Resource Recovery Strategy* and the *Statewide Waste & Resource Recovery Implementation Plan*.

Council currently provides a user pays kerbside garden waste bin collection service. Residents choosing to utilise this service can dispose of garden waste material within a 240 litre kerbside bin. 43,184 tenements (of 76,425, representing 56 per cent of the applicable properties) currently choose to utilise this service.

Under Council's current kerbside collection arrangements residents are not able to dispose of their food waste within their garden waste bins. Council's garbage bin audits demonstrate that more than 40 per cent (by weight) of the waste material within our community's general waste bin is either food waste or garden waste. As this material is disposed of within landfill, diverting it to a more environmentally efficient processing facility provides a significant opportunity for Council to support the community to reduce its greenhouse gas emissions. If all this organic waste was diverted it would reduce the communities total annual emissions by 41,529 tonnes per annum, the equivalent of approximately 9,000 cars.

**PROPOSAL**

In order to progress this deliberation Council Officers presented a range of service options for the implementation of a FOGO service for community at Councillor Briefings on 4 December 2018 and 17 July 2019. Council Officers committed to further investigate the contractual and operational arrangements to accommodate this service expansion. As part of this investigation a trial of food recycling is proposed to inform the parameters of a future municipal-wide food recycling service.

The Victorian State Government has produced a best practice guide for councils seeking to introduce a FOGO collection service. This guide highlights the benefits of a "staged" approach to implementing any proposed service change. The advantages of a staged approach are as follows:

- Any unexpected negative outcomes are contained, addressed, and then mitigated;
- Organics processing contractors can adjust to changes in the waste stream; and

- Options can be trialled and refined to get a service model that is the 'best fit' for the community.

There are a range of potential service options that a food collection service could provide. The service provided by some councils limit the range of organics that can be placed in the bin, by allowing fruit and vegetable scraps. Other services accept a wider range of organics including plate scrapings, meat, dairy, bones, and pet wastes. The main factors determining what is allowable in the FOGO bin are:

- What the organics processor is able to receive. Fruit and vegetable scraps typically have lower odour risk than other materials. Some processors prefer to receive only fruit and vegetable scraps because they believe contamination rates will be higher if a wider range of food waste is received; and
- Whether compostable bags and bin liners are used. Fruit and vegetable scraps have lower odour, mess, and pest risks than meat, dairy and pet wastes. These risks are reduced when compostable bags and bin liners are provided within a service.

Determining our community's preferences for these issues, and determining their impact on waste diversion (i.e. how much extra material is diverted from the general rubbish bin, and how much contamination enters the green waste bin stream) is an important consideration as each of these factors impact the cost and environmental outcomes provided through the service.

It is proposed that a range of different service model configurations are trialled within selected trial zones, over a period of six months, to determine the best model to be considered in an eventual municipal-wide service rollout. To achieve this Council Officers have identified four trial zones within Council's broader collection area. Each of these zones contains approximately 350 properties (1400 properties in total) that receive existing garden waste services. (*Attachment 1*).

Should Council resolve to proceed with the municipal-wide FOGO collection service following the analysis of the trial, a range of contractual and regulatory steps will follow, including obtaining approval from the Australian Competition and Consumer Commission to enter into a processing contract.

## CONSULTATION

The Communications Action Plan detailed within the State Government's *Best Practice Guidelines* will be used as the basis for the trial's community engagement and education program. The document provides strategies on dealing with a range of traditional challenges, including how to engage with culturally and linguistically diverse community members.

The plan proposes that communications will be split into three phases, including pre-trial information that will be provided to participants which will detail what can (and can't) be put in green waste bins and address frequently asked questions, mid-trial communication where bin audits will be undertaken and a door-to-door survey will be conducted to determine participation rates and assess how households are finding the trial, and post-trial where participants will be able to attend a feedback session and be asked to complete a final survey.

Results will be communicated publicly through local media and council channels. Communications in trial areas will be coupled with broader communications across the municipality informing residents of the trial, and advising that the trial is the first step in the roll out of a municipal-wide food recycling service.

## CRITICAL DATES

It is proposed that the trial commence in October 2019 and conclude in March 2020. This timeframe will allow for the adopted service delivery model to be included in the 2020/21 Council budget deliberations.

## FINANCIAL IMPLICATIONS

A budget of \$70,000 has been estimated for undertaking the marketing, consultation, and operational process associated with the trial. Organic waste material generated as part of the trial will be processed at the facility that currently processes Council's kerbside garden bin waste (the SUEZ Green Waste Processing Facility, located at Cooper Street Epping). The extra costs associated with this processing are not significant. Funding for the trial will be drawn from Council's Environmental Projects Reserve.

The current opt-in fee to residents for the provision of a Garden Waste Bin is \$77 per service per annum.

The cost for the provision of a municipal-wide Food Recycling Service, based on a model that includes the provision of caddies and caddy bin liners, for a full service year is estimated to increase by \$20, to an estimated \$97 per service per annum. Under the proposal, all residents who previously opted-in to receive a Garden Waste Bin may be charged the increased fee for food waste recyclables processing, subject to Council's deliberation.

## POLICY STRATEGY AND LEGISLATION

The food waste recycling trial aligns with actions in Council's *Waste and Resource Recovery Strategy 2012-2020* which seeks to assess trends in food waste processing technologies for consideration within its provision of waste services and directly aligns with a key direction within *Whittlesea 2040* which seeks to reduce waste and increase recycling.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Environmental - Failure to prevent significant negative impact of Council's decisions on land use planning relating to contaminated sites*

The provision of food waste recycling services can prevent the deposition of organic material into landfill, lessening their potential to pollute surrounding land and waterways, as well as reducing the community's overall environmental footprint.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Sustainable environment</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Leaders in clean, sustainable living</b>
<b>Strategic Objective</b>	<b>We reduce waste to landfill and take action to stop illegal dumping</b>
<b>Council Priority</b>	<b>Environmental Sustainability</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

Organic waste typically contributes more than 40 per cent (by weight) of household garbage; therefore diverting it from landfill represents a significant opportunity for Council to support our community to reduce greenhouse gas emissions associated with waste. The implementation of a trial will provide the information to identify whether, and in what form, a municipal-wide food collection service should be implemented.



It is proposed that a range of different service model configurations are trialled within selected trial zones, over a period of six months, to determine the best model to be considered in an eventual municipal-wide service rollout. To achieve this Council Officers have identified four trial zones within Council's broader collection area. Each of these zones contains approximately 350 properties (1400 properties in total) that receive existing garden waste services.

Implementation of a municipal-wide service for our community will provide community members with the opportunity to dispose of their food waste in a sustainable and environmentally responsible way and will assist council in achieving one of the key strategic directions within its *Whittlesea 2040 Strategic Plan*.

**RECOMMENDATION**

THAT Council resolve to:

1. Proceed with the introduction of a Food Waste Recycling Trial commencing in October 2019; and
2. Commence seeking formal Australian Competition and Consumer Commission approval for the use of the Metropolitan Waste and Resource Recovery Group Organic Waste Disposal contract for the processing of organic waste material generated from any proposed municipal Food Waste Recycling service.

**COUNCIL RESOLUTION**

**MOVED:** *Cr Alessi*  
**SECONDED:** *Cr Joseph*

THAT Council resolve to:

1. That Council in principle commits to the introduction of a FOGO (Food Organics/Garden Organics) service commencing February/March 2020 for residents who participate in Council's Green Bin Garden Waste programme;
2. Proceed with the introduction of a three-month Food Waste Recycling Trial commencing in the first week in October 2019;
3. That the trial be based only on a model that includes the provision of caddies and compostable caddy bin liners;
4. That Funding for the 2019/20 financial year be drawn from Council's Environmental Projects Reserve which has been entirely funded from excess funds generated from the Garden Waste programme since its inception;
5. That costings be provided in the report to include savings from landfill, costs for transport and incorporate normal administration costs for determination of any required increase above the current \$77.00 for a green lid bin; and
6. Commence seeking formal Australian Competition and Consumer Commission approval for the use of the Metropolitan Waste and Resource Recovery Group Organic Waste Disposal contract for the processing of organic waste material generated from any proposed municipal Food Waste Recycling service.

**CARRIED**

**DIVISION**

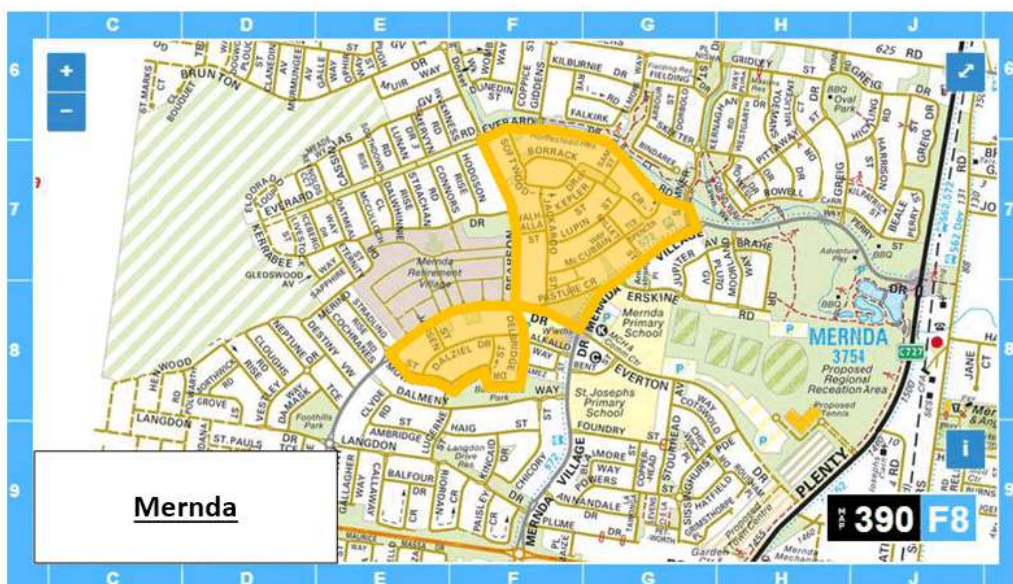
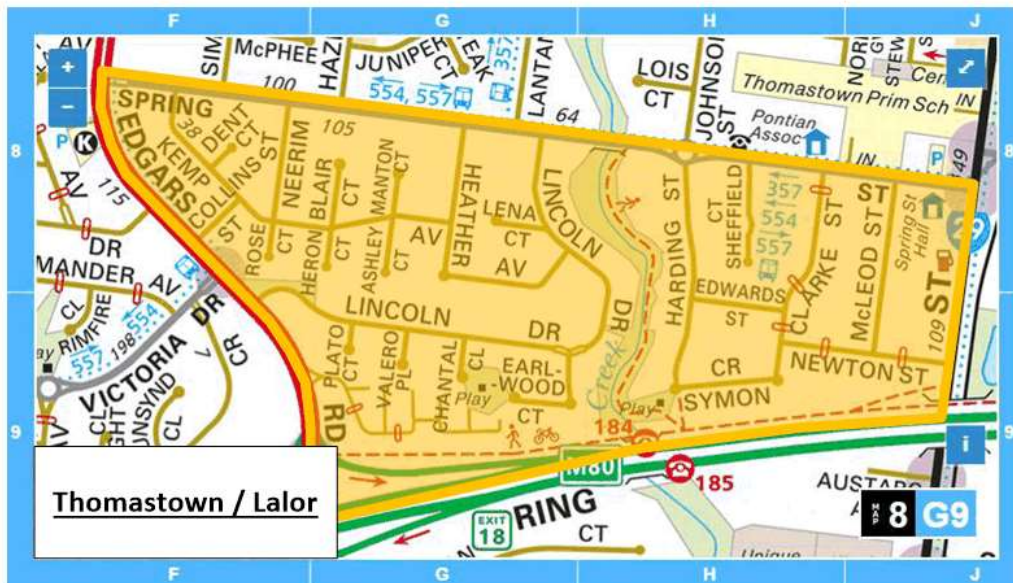
Immediately after the motion was voted on, Cr Sterjova called for a division which resulted in the following votes being recorded.

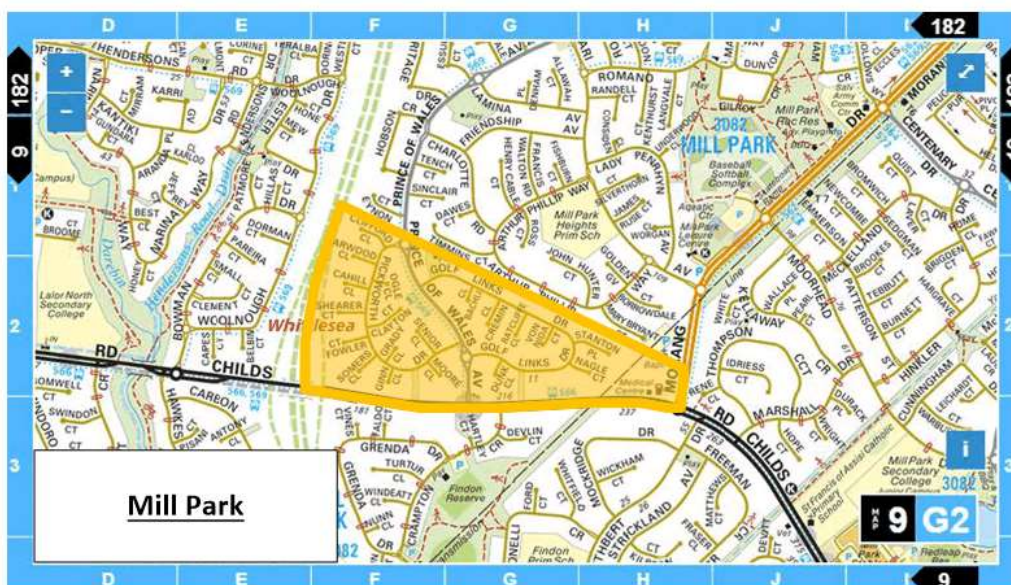
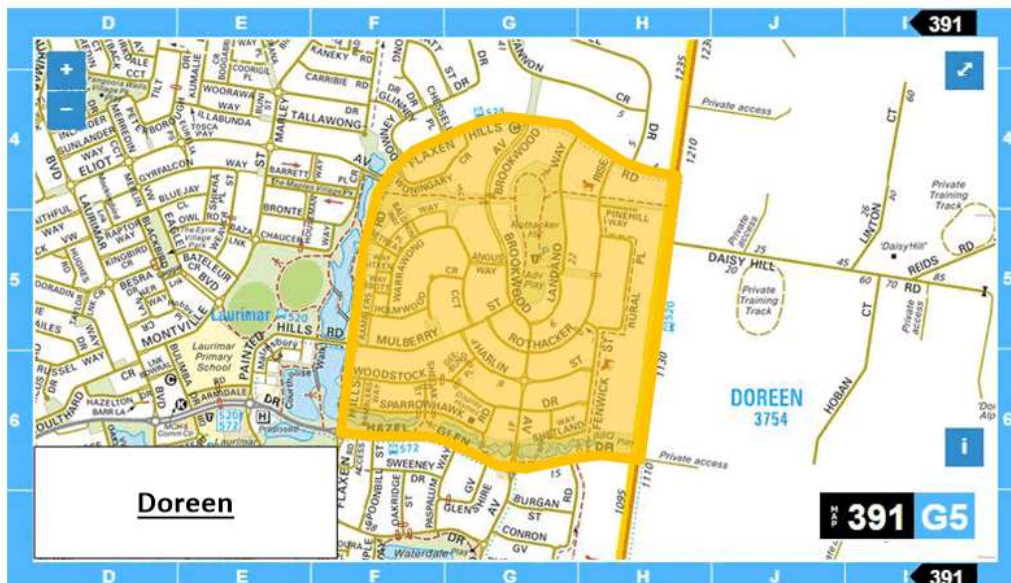
<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Pavlidis	Cr Monteleone	Nil
Cr Kozmevski		
Cr Kirkham		
Cr Alessi		
Cr Cox		
Cr Desiato		
Cr Sterjova		
Cr Joseph		

Based on the votes cast during the Division, the motion was carried.

**CARRIED**

## ATTACHMENT 1: FOGO TRIAL ZONES







## 6.4 CORPORATE SERVICES

### 6.4.1 CONTRACT FINALISATION REPORT - PRESENTED QUARTER 1, FY 2020

**Attachments:** 1 **Details of finalised contracts - Confidential**

Confidential in accordance with Section 89(2)(d) of the Local Government Act 1989 as it contains details relating to contractual matters.

**Responsible Officer:** Director Corporate Services

**Author:** Team Leader Procurement

#### RECOMMENDATION SUMMARY

It is recommended that Council resolve to note finalisation of the following contracts:

- 2013-6 Kindergarten Furniture and Equipment
- 2013-9 Fuel and Associated Products
- 2014-15 Microsoft Software Agreements
- 2016-86 Darebin Creek Trail Stages 4-8, Childs Road to Findon Road
- 2016-116 Brush Road roundabout and road reconstruction
- 2016-151 Queenscliff Road drainage construction
- 2017-125 Painted Hills Recreation Reserve carpark
- SR070801 Kerbside green organics mobile bin collection services.

#### KEY FACTS AND / OR ISSUES

For all finalised contracts:

- All initial contract totals and any further variations were previously approved in reports presented to Council.
- The contracts have all reached Final Completion and there are no outstanding matters.

## REPORT

### BACKGROUND

This report seeks a Council resolution to note finalisation of several contracts from across the organisation. The financial and other details of those contracts are listed in the confidential attachment. The process of presenting a consolidated report in this format has been in place since July 2017.

### VARIATIONS

On award of each contract Council approved an initial contract sum and funding arrangements. If any variations were required, another report seeking approval of those variations was later presented for Council's consideration.

### ON TIME / ON BUDGET REPORTING

In accordance with the Council's endorsed Procurement Policy the extent of contracts delivered on time and on budget is detailed in the confidential attachment.

Delivery was considered on time if it was within the agreed delivery deadline. Note that this could be either the original completion date or a later date approved by the contract manager.

The contract was considered delivered on budget if the final cost was within the initially approved total. In the case of a service contract with extension options, the initially approved total also includes any reported expenditure estimate for a contract extension that was approved by the Council.

### FINALISATION

The contracts listed in the confidential attachment have all reached Final Completion. Wherever applicable, any remaining security deposit has been returned and the defects liability period has elapsed. Each Contract Manager has confirmed there are no outstanding matters.

### FUNDING

All contract expenditure was funded from operational budgets approved by the Council.

### LINK TO STRATEGIC RISKS

**Strategic Risk** *Contractor Management - Failure to manage contractors to deliver agreed outcomes*

The contract finalisation process ensures that issues affecting on time and on budget delivery of contracted works, goods and services are reviewed. This supports continuous improvement of contractor management capability and processes.

The process also ensures that all required contractual matters have been addressed.

### LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Enabling the vision</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Making it happen</b>
<b>Strategic Objective</b>	<b>Our Council monitors and evaluates all of its operations</b>
<b>Council Priority</b>	<b>Organisational Sustainability</b>

**DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the *Local Government Act 1989* officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

**CONCLUSION**

All contracts listed in the confidential attachment have been completed satisfactorily and all outstanding matters have been addressed.

<b>RECOMMENDATION</b>
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**THAT Council resolve to note finalisation of the following contracts:**

- **2013-6 Kindergarten Furniture and Equipment**
- **2013-9 Fuel and Associated Products**
- **2014-15 Microsoft Software Agreements**
- **2016-86 Darebin Creek Trail Stages 4-8, Childs Road to Findon Road**
- **2016-116 Brush Road roundabout and road reconstruction**
- **2016-151 Queenscliff Road drainage construction**
- **2017-125 Painted Hills Recreation Reserve carpark**
- **SR070801 Kerbside green organics mobile bin collection services.**

<b>COUNCIL RESOLUTION</b>
---------------------------

**MOVED:** *Cr Kozmevski*  
**SECONDED:** *Cr Kirkham*

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**





**6.4.2 PART OF THOMASTOWN PRIMARY SCHOOL - ROAD DISCONTINUANCE**

**Attachments:**

1	Site Plan <a href="#">↓</a>
2	Title Plan <a href="#">↓</a>

**Responsible Officer:** Director Corporate Services

**Author:** Senior Property Officer

**RECOMMENDATION SUMMARY**

1. Resolve to commence the statutory processes required under the *Local Government Act 1989* to discontinue and vest a section of the road reserve (being approximately 737m<sup>2</sup>) which is exclusively occupied as part of the Thomastown Primary School.
2. Invite and consider public submissions received pursuant to Section 223 of the *Local Government Act 1989*, establish a Committee of Council hearing consisting of South West Ward Councillors (if required) and that all findings be presented in a report to Council for its final recommendation at its next available meeting.

**KEY FACTS AND / OR ISSUES**

- Council officers and representatives from the Department of Education & Training (DET) have entered in negotiations to discontinue and vest a section of the road reserve (being approximately 737m<sup>2</sup>) which is currently and exclusively occupied as part of the Thomastown Primary School (10 Spring Street Thomastown).
- The land, which is not considered essential for road purposes in its present form, would be discontinued and transferred to facilitate the establishment of a new kindergarten and early years facility.
- This project is being delivered as part of Council's endorsed Established Areas Infrastructure Plan (EAIP) which identified the need for additional kindergarten facilities to meet forecast demand in the Thomastown precinct by 2021.
- Council must seek public submissions on the proposed discontinuance under Section 206 and 223 of the *Local Government Act 1989* with submissions invited for a period no less than 28 days.
- The land has been valued at a price of \$160,000 (\$225/m<sup>2</sup>), however, an agreement has been reached (by both parties) that the land be gifted to the DET given their significant contributions to the establishment of a new kindergarten and early years centre (\$650,000). The land will be offered under a long lease to Council (21 years with a 21 year further term) at a nominal annual rental of \$1 per annum (if demanded).

**REPORT****BACKGROUND**

Council officers and representatives from the Department of Education & Training (DET) have entered in to negotiations to discontinue and vest a section of the road reserve (being approximately 737m<sup>2</sup>) which is exclusively occupied as part of the Thomastown Primary School (see *Attachment 1 – Site Plan and Attachment 2 - Title Plan*).

The land, which is not considered essential for road purposes in its present form, would be discontinued and transferred for the purposes of formalising their existing occupancy of the land, (school facilities already built in part of the road) and enabling a new kindergarten and early years facility that will be delivered by Council's Major Projects department.

This project is being delivered as part of Council's endorsed Established Areas Infrastructure Plan (EAIP) which identified the need for additional kindergarten facilities to meet forecast demand in the Thomastown precinct by 2021. City of Whittlesea is committed to evidence based, best practice approaches to deliver social and physical infrastructure that ensures the provision of accessible quality services and programs, aligned to, and responsive to community needs and regulatory requirements.

Council has undertaken significant analysis of the projected need for kindergarten places in the established areas of the municipality. Taking into account factors such as current strong enrolments (taken as per Council's Kindergarten Central Enrolment Scheme), birth rates, the condition and capacity of existing kindergartens, and the recent announcement of the State Government's commitment to introducing 3 year old kindergarten for all families, this project has been identified as a high priority to accommodate the projected demand for places.

The EAIP recommends the delivery of a new and expanded two-room kindergarten on the Thomastown Primary School site which will make it well placed to meet growing demand for both 3 and 4 year old programs. This project will also provide capacity for enrolment, decanting and resourcing service continuity in the Thomastown and Lalor precincts during the implementation of the Established Areas Infrastructure Plan for Families, Children and Young People.

**PROPOSAL**

To commence the statutory processes required under the *Local Government Act 1989* to discontinue a section of the road reserve (being approximately 737m<sup>2</sup>) which is exclusively occupied as part of the Thomastown Primary School.

The discontinuance and proposed sale/transfer will formalise the ownership of the road with the Department Education & Training and enable a lease to be agreed with Council for the construction of a new kindergarten and early years centre.

**CONSULTATION**

Consultation has been undertaken between Council officers, DET and all relevant statutory authorities, to ensure that the land is no longer required for its original purpose and that all existing and proposed easements are noted within the advertising plan.

**PUBLIC SUBMISSIONS**

Public submissions will be invited on the proposed discontinuance under Section 223 of the *Local Government Act 1989*. An advertisement will be placed in the Whittlesea Leader newspaper and Council's website (public notice section) on Tuesday 13 August 2019, requesting that public submissions be received by 12 noon on Wednesday 11 September 2019.

## FINANCIAL IMPLICATIONS

The land has been valued at an amount of \$160,000 (\$225/m<sup>2</sup>), however, an agreement has been reached (by both parties) that the land be transferred to the DET given their significant contributions to the establishment of a new kindergarten and early years centre (\$650,000). The land will be offered under a long lease to Council (21 years with a 21 year further term) at a nominal annual rental of \$1 per annum (if demanded).

All additional costs associated with the road discontinuance, i.e. surveying, advertising and registration, will also be borne by the Department Education & Training (approximately \$5,000).

DET has confirmed that the land would be acquired through an adverse possession claim in the event that the road discontinuance process was not pursued.

## POLICY STRATEGY AND LEGISLATION

Council must seek public submissions on the proposed discontinuance under Section 206 and 223 of the *Local Government Act 1989*. Submissions will be invited for a period no less than 28 days and referred on to an appointed Committee of Council for consideration. The appointed Committee will consider and report all findings to Council for its final recommendation at their next available meeting.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Life Cycle Asset Management - Failure to effectively plan for the construction, on-going maintenance and renewal of Council's assets*

This project is being delivered as part of Council's endorsed Established Areas Infrastructure Plan (EAIP) which identified the need for additional kindergarten facilities to meet forecast demand in the Thomastown precinct by 2021.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Liveable neighbourhoods</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Well-designed neighbourhoods and vibrant town centres</b>
<b>Strategic Objective</b>	<b>The built environment in our community is universally accessible</b>
<b>Council Priority</b>	<b>Planning and Infrastructure</b>

Under section 80C of the *Local Government Act 1989* officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

The discontinuance and proposed sale/transfer will formalise the ownership of the road with the Department Education & Training and enable a lease to be agreed with Council for the construction of a new kindergarten and early years centre.

**RECOMMENDATION**

**THAT Council resolve to:**

1. Invite public submissions in accordance with Section 206 and 223 of the *Local Government Act 1989*, on the proposed discontinuance of a section of the road reserve (being approximately 737m<sup>2</sup>) which is exclusively occupied as part of the Thomastown Primary School (10 Spring Street Thomastown). The land will be acquired by the Department of Education & Training (for a nominal value) and enable a peppercorn lease to be agreed with Council for the construction of a kindergarten and early years centre (21 years and a further term of 21 years).
2. Establish an Advisory Committee, comprising of South West Ward Councillors, to consider any written submissions received on the proposal and make recommendations to Council on any such submissions.
3. Authorise the Chief Executive Officer to carry out administrative procedures necessary to enable Council to carry out its functions under Section 223 of the *Local Government Act 1989*.
4. Receive a further report on the proposed discontinuance following the close of the submission period.

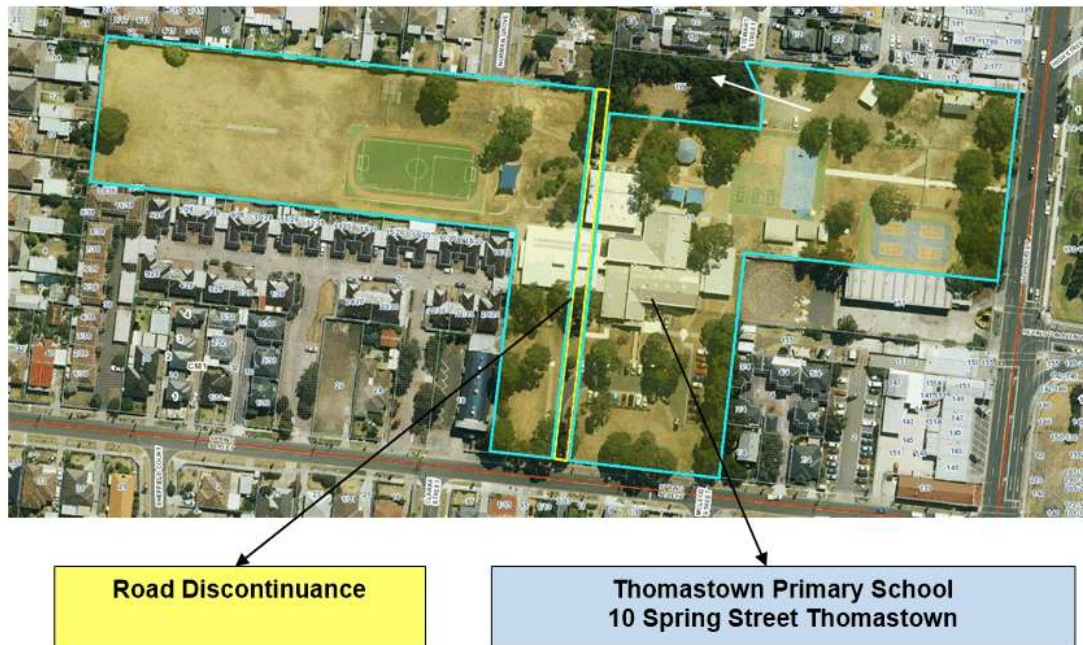
**COUNCIL RESOLUTION**

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**

**ATTACHMENT 1 – SITE PLAN**







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**6.4.3 LEASE - DEPARTMENT OF TREASURY & FINANCE - EPPING POLICE STATION - 785 HIGH STREET EPPING**

**Attachments:**

1	Site Plan & Photo <a href="#">↓</a>
2	Floor Plan <a href="#">↓</a>

**Responsible Officer:** Director Corporate Services

**Author:** Senior Property Officer

**RECOMMENDATION SUMMARY**

1. Resolve that Council officers commence the statutory processes required under the *Local Government Act 1989*, to enter in a deed of surrender of lease with the Department of Treasury & Finance (on behalf of the 'Victoria Police') for Council's premises located at 785 High Street, Epping. The current lease will be surrendered in favour a longer term lease.
2. Invite and consider public submissions received pursuant of *Section 223 of the Local Government Act 1989* and that all findings be presented in a report to Council at its earliest convenient meeting.
3. Present a further report to Council seeking approval to grant a lease to Department of Treasury & Finance (on behalf of the 'Victoria Police') for Council's premises located at 785 High Street, Epping.

**KEY FACTS AND / OR ISSUES**

- Department of Treasury & Finance ('DTF' on behalf of the 'Victoria Police') has recently approached Council officers seeking approval to enter in a deed of surrender and renewal of lease for Council's premises located at 785 High Street, Epping.
- The office and car-parking will continue to be made exclusively available to the Victoria Police under a combination of short-term leases. The proposed terms will provide stability and flexibility (in relation to future needs) to Victoria Police whilst ensuring that current business operations remain unaffected. The lease will be for a period of one year with further terms of one year, three years, one year and one year respectively.
- A commencement date rental of \$210,000 per annum (plus GST) will be applied and reviewed by the Valuer General Victoria at the end of the initial term and all further terms. No rental increases will be applied in the years to which a market rent is not applied.

**REPORT****BACKGROUND**

The Department of Treasury & Finance ('DTF' on behalf of the 'Victoria Police') has recently approached Council officers seeking approval to enter in a deed of surrender and renewal of lease for Council's former municipal offices located at 785 High Street, Epping (see *Attachment 1 – Site Plan & Photo and Attachment 2 – Floor Plan*).

The lease will be for a period of one year with further terms of one year, three years, one year and one year respectively. The lease terms are specifically requested to honour the existing lease terms being surrendered (two years) whilst providing a further five-year extension. All other terms and conditions of the lease will be identical to the previous lease signed in 2015, including the payment of rent (monthly basis), rates levies and taxes, insurance, legal costs, maintenance, partial reimbursement of essential service costs and the removal of any unwanted improvements at the expiry of the lease or each of the further terms (if exercised).

**PROPOSAL**

To seek Council's recommendation and invite public submissions on the proposed lease with the DTF (on behalf of the 'Victoria Police') for Council's premises located at 785 High Street, Epping. The lease will be for a period of one year with further terms of one year, three years, one year and one year respectively. The lease terms are specifically requested to honour the existing lease terms being surrendered (two years) whilst providing a further five-year extension. A commencement date rental of \$210,000 per annum (plus GST) will be charged and reviewed by the Valuer General Victoria at the end of the initial term and all further terms. No rental increases will be applied in the years to which a market rent is not applied.

**CONSULTATION**

External consultation has been held between Council officers, DTF and Victoria Police to ensure that the proposed surrender and renewal of lease will suitably provide for the current and future staff accommodation requirements of the Victoria Police.

The matter was also referred internally to ensure that no objection (or conflict) was raised in light of the proposal. No objections were received.

**PUBLIC SUBMISSIONS**

Public submissions will be invited on the proposed discontinuance under Section 223 of the *Local Government Act 1989*. An advertisement will be placed in the Whittlesea Leader newspaper and Council's website (public notice section) on Tuesday 13 August 2019, requesting that public submissions be received by 12 noon on Wednesday 11 September 2019.

**FINANCIAL IMPLICATIONS**

DTF has provided a market rental determination (prepared by the Valuer General Victoria) to confirm the commencement date rental (1 July 2019). Council's Manager Property, Rates & Valuations has reviewed the market rental determination and confirmed that it suitably reflects the market conditions for office accommodation. The rent will be reviewed by the Valuer General Victoria at the end of the initial term and all further terms. No rental increases will be applied in the years to which a market rent is not applied.

## POLICY STRATEGY AND LEGISLATION

Council must seek public submissions on the proposed lease under Section 190 of the *Local Government Act 1989*. Submissions will be invited for a period no less than 28 days and referred onto an elected Committee of Council for consideration. The appointed Committee will consider and report all findings to Council for its final recommendation at their next available meeting.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Service Delivery - Inability to plan for and provide critical community services and infrastructure impacting on community wellbeing*

The proposed lease will ensure that suitable staff accommodation facilities are secured by the Victoria Police and ensure that business operations remain unaffected.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A healthy and safe community</b>
<b>Strategic Objective</b>	<b>We have a police presence that deters crime and violence</b>
<b>Council Priority</b>	<b>Community Safety</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests has been raised in relation to this report.

## CONCLUSION

The proposed lease will ensure that suitable staff accommodation facilities are secured by the Victoria Police and that business operations remain unaffected over the term/s required by the Tenant. The lease will offer both parties stability and flexibility to continually review its business operations and expansion/relocation/redevelopment opportunities.

## RECOMMENDATION

**THAT Council resolve to:**

1. Invite public submissions in accordance with Section 190 and 223 of the *Local Government Act 1989*, on its intentions to lease Council's premises located at 785 High Street, Epping, to Department of Treasury & Finance ('DTF' on behalf of the 'Victoria Police'). The lease will be drawn under the following terms and conditions –
  - a) The premises will be made exclusively available to the Department of Treasury & Finance ('DTF' on behalf of the 'Victoria Police') under a combination of short-term leases. The lease will be for a period of one year with further terms of one year, three years, one year and one year respectively.
  - b) The Tenant will pay a commencement date rental of \$210,000 per annum

(plus GST) will be charged and reviewed by the Valuer General Victoria at the end of the initial term and all further terms. No rental increases will be applied in the years to which a market rent is not applied.

2. Establish an advisory Committee of Council comprising of South West Ward Councillors to consider any written submissions received on the proposal and make recommendations to Council on any such submissions.
3. Authorise the Chief Executive Officer to carry out administrative procedures necessary to enable Council to carry out its functions under Section 223 of the *Local Government Act 1989*.
4. Receive a further report on the proposed lease following the close of the submission period.

<b>COUNCIL RESOLUTION</b>
---------------------------

**MOVED:** *Cr Kozmevski*  
**SECONDED:** *Cr Kirkham*

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**

ATTACHMENT 1 – Site Plan & Photo

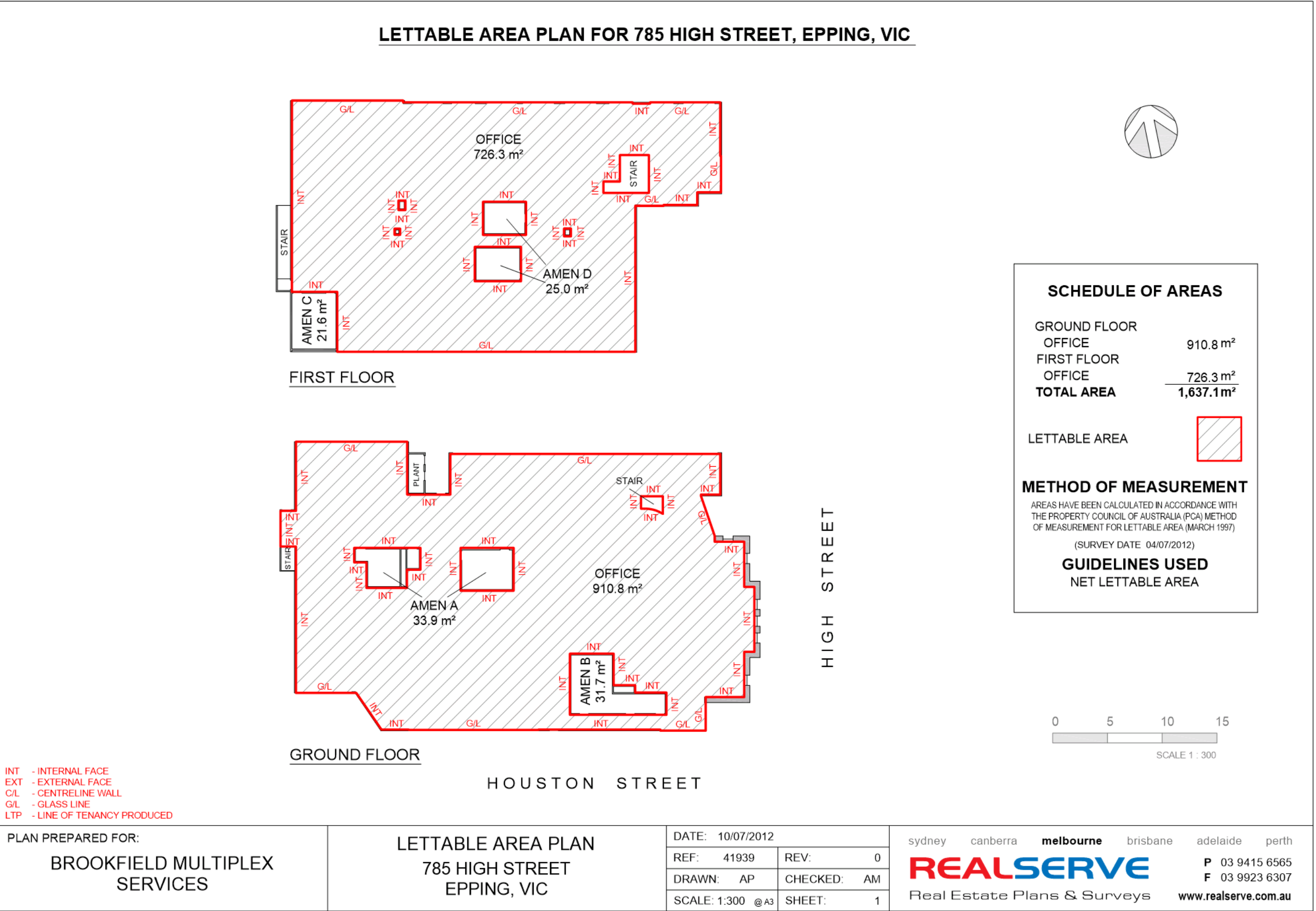


**Epping Police Station – 785 High Street Epping (6,672m<sup>2</sup>)**











#### 6.4.4 EPPING CEMETERY TRUST - FREEDOM OF INFORMATION REQUESTS AND ABSTRACT OF ACCOUNTS

**Attachments:**

1	Site Plan & Photo <a href="#">↓</a>
2	Abstract of Accounts <a href="#">↓</a>
3	FOI Requests <a href="#">↓</a>

**Responsible Officer:** Director Corporate Services

**Author:** Senior Property Officer

#### RECOMMENDATION SUMMARY

1. This report requests that Councillors, as members of the Trust, appoint the Mayor and one Councillor, to be signatories of the 2018/19 Abstract of Accounts (which reports on the annual finance, maintenance and burials records).
2. Note that the Freedom of Information Commissioner has been advised that no Freedom of Information requests have been received during this period.

#### KEY FACTS AND / OR ISSUES

- The City of Whittlesea was appointed Trustee of the Epping Cemetery Trust ('Trust') on 21 April 1994 under the *Cemeteries Act 1958* (now *Cemeteries and Crematoria Act 2003*) and all Councillors are Trust members for their term on Council.
- The cemetery was widely used for burials through the late 1800's and 1900's but has since been retained for conservation value since its formal closure in 1960.
- The Epping Cemetery Trust is responsible for the management of native grasses and other flora and fauna located within the site. All other maintenance, including the replacement and improvement of headstones, remain the responsibility of the descendants of those buried at the cemetery.
- Council officers must submit a signed copy of the '2018/19 Abstract of Accounts' to the Department of Health and Human Services by 1 September 2019.
- Council officers have confirmed that no Freedom of Information requests have been received during this period.

## REPORT

### BACKGROUND

The Epping Cemetery, located at the south western corner of High Street and O'Herns Road, Epping, is a closed Class B Cemetery (no longer reserved for the purposes of accepting new burials) that has been managed by Council since its appointment as Committee of Management on 12 April 1994. It remains a historic landmark that symbolises the final resting place of many of the township's first settlers (*refer to Attachment 1 – Site Plan & Photo*).

The cemetery was widely used for burials through the late 1800's and 1900's but has since been retained for conservation value since its formal closure in 1960. The Cemetery was managed by an elected Cemetery Management Trust until the last known representative passed away in 1994.

Council, on behalf of the Epping Cemetery Trust, executed a conservation agreement with the former Department of Sustainability & Environment in 1995, for the management of native grasses and other flora and fauna located within the site. All other maintenance, including the replacement and improvement of headstones, remain the responsibility of the descendants of those buried at the cemetery. The Epping Cemetery has undergone significant changes to improve its amenity and overall conservation of native grasslands and other flora and fauna located within the site. Much of the work, including the monitoring of controlled burns (grasslands) and removal of hazardous trees/limbs is co-ordinated by Council's Parks & Urban Design department.

### PROPOSAL

To seek Council's recommendation to endorse the Abstract of Accounts (2018/19 period) from the Department of Health and Human Services ('*Department*') (*refer to Attachment 2 – Abstract of Accounts*) and note that the Freedom of Information Commissioner has been advised that no FOI requests have been received during this period (*refer to Attachment 3 – FOI Requests*).

### CONSULTATION

Council officers held regular consultation with the Department and other Cemetery Trusts to consider any suitable grant applications at the Epping Cemetery. This report acknowledges that there were no successful grant applications to undertake works at the Epping Cemetery during the financial year.

### CRITICAL DATES

Council officers must submit a signed copy of the '*2018/19 Abstract of Accounts*' to the Department by 1 September 2019.

### POLICY STRATEGY AND LEGISLATION

Management of Class B Cemeteries is governed by the legislation defined under the '*Cemeteries and Crematoria Act 2003*'.

### LINK TO STRATEGIC RISKS

**Strategic Risk** *Life Cycle Asset Management - Failure to effectively plan for the construction, on-going maintenance and renewal of Council's assets*

The Epping Cemetery has undergone significant changes to improve its amenity and overall conservation of native grasslands and other flora and fauna located within the site. Much of

the work, including the monitoring of controlled burns (grasslands) and removal of hazardous trees/limbs is co-ordinated by Council's Parks & Urban Design department.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Sustainable environment</b>
<b>Whittlesea 2040 Key Direction</b>	<b>Valued natural landscapes and biodiversity</b>
<b>Strategic Objective</b>	<b>We maintain and improve rural land health and protect native flora and fauna</b>
<b>Council Priority</b>	<b>Environmental Sustainability</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the *Local Government Act 1989* officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

That Council appoint the Mayor and one Councillor to be signatories, to endorse the annual Abstract of Accounts prepared for the 2018/19 financial period and note that Council officers have advised the Freedom of Information Commissioner that no requests were made with regard to the Epping Cemetery during the same period.

## RECOMMENDATION

**THAT Council acting in its capacity as the Epping Cemetery Trust, resolve to:**

- 1. Nominate the Mayor and Cr ..... to sign the Abstract of Accounts for the 2018/19 financial period.**
- 2. Submit a signed copy of the 2018/19 Abstract of Accounts to the Department of Health and Human Services by a date no later than 1 September 2019.**
- 3. Note that the Freedom of Information Commissioner has been advised that no requests were made with regard to the Epping Cemetery, during the 2018/19 financial year.**

## COUNCIL RESOLUTION

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**

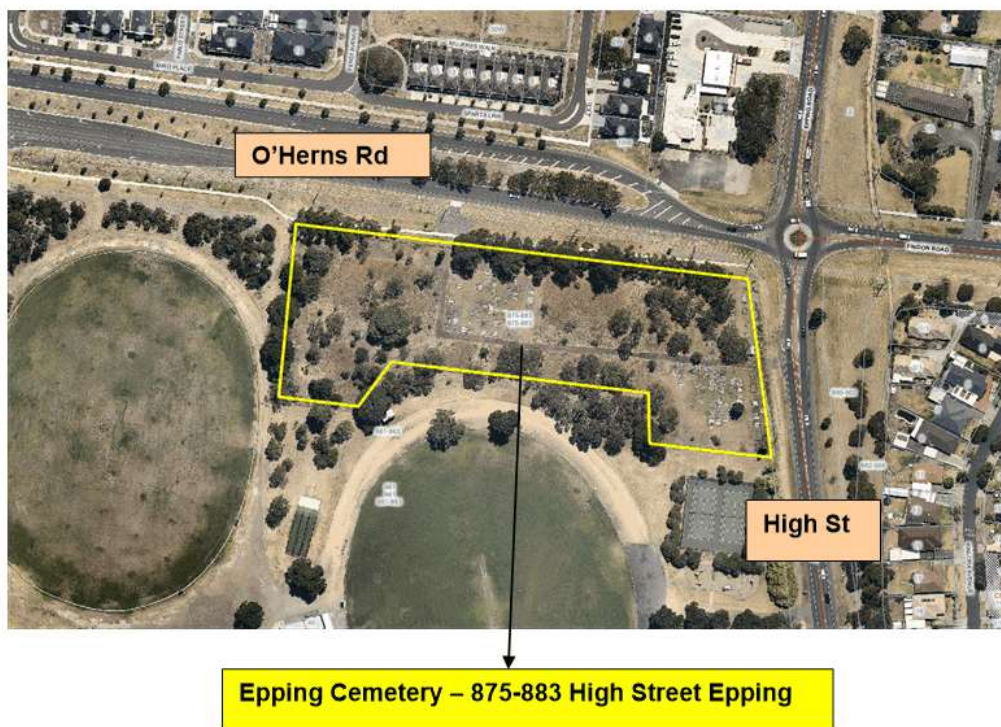
*\*See over for Chief Executive Officer Explanatory Note*

**Chief Executive Officer Explanatory Note**

*Consideration of the appointment of the additional Councillor to sign the Abstract of Accounts for the 2018/19 financial period was considered later in the meeting as Urgent Business Item 9.1 - Item 6.4.4 Epping Cemetery Trust - Freedom of Information requests and Abstract of Accounts.*



ATTACHMENT 1 – SITE PLAN & PHOTO







# Department of Health and Human Services

50 Lonsdale Street  
Melbourne Victoria 3000  
Telephone: 1300 650 172  
GPO Box 4057  
Melbourne Victoria 3001  
www.dhhs.vic.gov.au  
DX 210081

HHSD/ 19/ 177575

Greg Phippen  
Responsible Officer  
Epping Cemetery Trust  
PO Box Locked Bag 1  
BUNDOORA VIC 3083

WHITTLESEA CITY COUNCIL	
File No. _____	RECEIVED
RMS No. _____	
CRM No. _____	01 JUL 2019
Action: <u>Comprehensive Services</u>	
Copy: _____	

## 2018–19 Abstract of accounts

Dear Mr Phippen

As you are aware, s. 52 of the *Cemeteries and Crematoria Act 2003* requires that all class B cemetery trusts submit an Abstract of accounts (Abstract) to the Department of Health and Human Services (the department) each financial year.

The Abstract for the 2018–19 financial year must be forwarded to the department by **1 September 2019**.

The Abstract for the 2018–19 financial year differs from previous years' abstracts. These changes have been introduced to simplify instructions and clarify reporting requirements. Please see the enclosed summary for more information about these changes.

Please ensure all sections of the attached Abstract form are completed and are returned with copies of the trust's bank and investment account statements. There are additional requirements for trusts with income or expenditure of \$250,000 or more.

A checklist to help trusts complete the Abstract is also enclosed. Remember to keep a copy of the completed, signed Abstract and associated documents for your own records.

Please forward the completed 2018–19 Abstract and documentation to:

The Manager  
Cemetery Sector Governance Support Program  
Department of Health and Human Services  
GPO Box 4057  
Melbourne VIC 3001



Please note that the Abstract form, checklist and summary of changes are only sent to the trust's designated primary contact. Trust chairpersons receive a copy of this letter.

If you require any further information, please contact the department on 1800 034 280.

Yours sincerely



Bryan Crampton  
 Manager  
 Cemetery Sector Governance Support Program  
 Health and Human Services Regulation and Reform  
 21 / 06 / 2019

# Abstract of accounts 2018–19

## Class B cemetery trusts

Rendered pursuant to s. 52 of the Victorian *Cemeteries and Crematoria Act 2003*.  
Due 1 September 2019.

Cemetery trust's name:	EPHING CEMETERY TRUST
------------------------	-----------------------

### General account

The income and expenditure columns must balance.

Trusts with an annual income (total of the three rows marked \*) or expenditure (total of the 11 rows marked \*\*) of \$250,000 up to \$1 million must attach a copy of a review of their accounts. Trusts with an annual income (\*) or expenditure (\*\*) of more than \$1 million must attach a copy of an audit of their accounts.

Income	\$	¢	Expenditure	\$	¢
Balance in bank at start of financial year	750	-	Secretary**		
Cash in hand at start of financial year			Sexton**		
Investments at start of financial year			Gravedigging**		
Interest received*			Contractors**		
Fees received for graves, monuments, interments, etc.*			Other**		
Other income*			Plaques**		
Transfers from investments			Office expenses**		
Transfers from reserves			Building**		
DHHS grants			Insurance**		
Other grants			Works (repairs and fencing, drainage, etc.)**		
Unpresented cheques			Sundry expenses and miscellaneous**		
[This field is to remain blank]			Balance in bank at end of financial year		
			Cash in hand at end of financial year		
			Investments at end of financial year		
Total	750	-	Total		

### Perpetual maintenance account

Do not re-enter investment or bank account information entered in the 'General account' section.

Income	\$	¢	Expenditure	\$	¢
Balance at start of financial year	750	-	Expenditure / transfer to general account		
Interest received			Balance at end of year		
New funds received					
<b>Total</b>			<b>Total</b>	750	-

### Assets and liabilities

Please record the value of assets in each category as the value of the asset when originally purchased. Recording the depreciation of assets over time is not required. If the trust has no assets or liabilities, enter a zero at both totals. Monetary assets included in the 'General account' section should not be included here.

Assets	\$	Liabilities	\$
Key structures (Examples: office building, mausoleum, chapel, toilet facility, machinery shed)		Monies owed to a third party	
Minor structures (Examples: gazebo, rotunda, storage shed, outside seating)		Monies committed to expenditure	
Major machinery (Examples: tractor, backhoe, ride-on mower)			
Small machinery (Examples: mechanical and electrical equipment, computer, printer, grave shoring)			
Miscellaneous equipment (Examples: hand tools, wheelbarrows)			
<b>Total</b>	0	<b>Total</b>	0

### Current condition of cemetery

<b>Key structures</b> (Examples: office building, mausoleum, chapel, toilet facility, machinery shed)	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average/poor <input checked="" type="checkbox"/> Not applicable
<b>Minor structures</b> (Examples: gazebo, rotunda, storage shed, outside seating)	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average/poor <input type="checkbox"/> Not applicable
<b>Major machinery</b> (Examples: tractor, backhoe, ride-on mower)	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average/poor <input checked="" type="checkbox"/> Not applicable



<b>Small machinery</b> (Examples: mechanical and electrical equipment, computer, printer, grave shoring)	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average/poor <input checked="" type="checkbox"/> Not applicable
<b>Miscellaneous equipment</b> (Examples: hand tools, wheelbarrows)	<input type="checkbox"/> Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average/poor <input type="checkbox"/> Not applicable
<b>Fences</b>	<input type="checkbox"/> Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average/poor <input type="checkbox"/> Not applicable
<b>Roadways and paths</b>	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average/poor <input type="checkbox"/> Not applicable

**Key**

- Excellent – **may** need general maintenance or repair in the next five years
- Good – **will** need general maintenance or repair in the next two to three years
- Average/poor – **will** need **urgent** maintenance in the next 12 months
- Not applicable – the cemetery does not have this type of infrastructure or equipment

**Right of interment (ROI) and interment information**

Where accurate numbers are not available, trusts can provide estimates. If your trust manages multiple cemetery sites (active or closed), please provide this information for each cemetery site in a separate table by copying this page.

<b>Bodily remains</b>	
Number of ROI for bodily remains (at-need) sold in 2018–19	0
Number of ROI for bodily remains (pre-need) sold in 2018–19	0
Number of interments of bodily remains (first burial in a plot) in 2018–19	0
Number of interments of bodily remains (second or subsequent burial in a plot) in 2018–19	0
<b>Cremated remains</b>	
Number of ROI for cremated remains (both at-need and pre-need) sold in 2018–19	0
Number of interments of cremated remains (in graves and memorials such as niche walls) in 2018–19	0
<b>Cemetery</b>	
Total number of bodily remains interred since the establishment of the cemetery	807
Remaining number of unsold ROI for bodily remains at 30 June 2019 (including estimated number of plots that could be created in areas of the cemetery that have not been developed)	N/A



### Land use (optional section)

The three questions below are optional. To help the department understand land availability and land usage for Victorian cemeteries, trusts are invited to answer the following questions using estimates or exact figures.

Number of hectares of land used for burials (occupied plots) and infrastructure in the cemetery as at 30 June 2019	1.5 Ha
Number of hectares of land not used (empty plots and undeveloped areas) in the cemetery as at 30 June 2019	0
Total number of hectares in the cemetery (both used and not used land)	1.5 Ha

### Proposed works (optional section)

Answering this section is optional. Trusts are invited to provide a brief outline of cemetery repairs, maintenance or improvements considered necessary and an estimated cost of works proposed to occur during the next financial year.

Proposed works	Proposed cost (\$)

**Statutory declaration**

**Must be signed by two trust members (including the chairperson)**

We, the undersigned, do declare that the above is a true and correct Abstract of the accounts of the \_\_\_\_\_ Cemetery Trust for the financial year 2018–19, and we make this declaration in the belief that persons making a false declaration are liable to the penalties of perjury.

Trust member 1  
(chairperson):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Trust member 2:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Declared at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me

\_\_\_\_\_  
(Signature of authorised witness\*)

\_\_\_\_\_  
Print name or official stamp (if available) of authorised witness.

\* Please refer to s. 107A of the *Evidence (Miscellaneous Provisions) Act 1958* (Vic) for a list of authorised witnesses.

Under s. 52(3) of the Cemeteries and Crematoria Act a cemetery trust must submit a report for each financial year to the Secretary to the Department of Health and Human Services by 1 September in the following financial year.

**End of financial year bank and investment statements must be enclosed with this form and submitted to:**

Manager  
Cemetery Sector Governance Support Program  
Department of Health and Human Services  
GPO Box 4057  
Melbourne VIC 3001

This publication is not accessible. To receive this publication in an accessible format, email the Cemetery Sector Governance Support Program <[cemeteries@dhhs.vic.gov.au](mailto:cemeteries@dhhs.vic.gov.au)>.

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne.

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Available from the department's website <<https://www2.health.vic.gov.au/public-health/cemeteries-and-crematoria/governance-and-finance/finance/abstract-of-accounts>>.

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# Summary of changes to the 2018–19 Abstract of accounts for class B cemetery trusts

## General account section

- Marking of figures to include in 'income' and 'expenditure' totals to help trusts determine whether a review or audit statement is required

## Assets/liabilities section

- Grouping of assets into categories

## Right of interment and interment information section

- Changes to wording to clarify what information is required
- Addition of optional questions regarding land use

## Proposed works

- This section is now identified as optional instead of required

## Statutory declaration

- The required number of trust member signatures has been reduced from three to two
- One signature must be the trust chairperson's

## Other

- Updates to formatting and instructions for clarity and readability

To receive this publication in an accessible format phone freecall 1800 034 280, using the National Relay Service 13 36 77 if required, or email the Cemetery Sector Governance Support Program <[cemeteries@dhhs.vic.gov.au](mailto:cemeteries@dhhs.vic.gov.au)>.

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne.

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Available from the department's website <[www2.health.vic.gov.au/public-health/cemeteries-and-crematoria](http://www2.health.vic.gov.au/public-health/cemeteries-and-crematoria)>

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## Abstract of accounts: checklist

This checklist is a guide to help ensure you have completed all the required components of preparing your Abstract of accounts, which is due 1 September each year. This checklist does not need to be submitted with the Abstract.

If you have any questions, please contact the Cemetery Sector Governance Support Program on 1800 034 280.

Required	Provided
Abstract of accounts submitted on <b>2018–19</b> form. <ul style="list-style-type: none"> <li>Headings in this form should not be altered.</li> <li>Trusts must submit an Abstract even if there is no income for the financial year.</li> </ul>	Yes
<b>Bank statements</b> are attached. <ul style="list-style-type: none"> <li>End of financial year only</li> </ul>	Yes    NA
<b>Investment statements</b> are attached. <ul style="list-style-type: none"> <li>End of financial year only</li> </ul>	Yes    NA
A <b>review</b> is attached if the trust meets the threshold indicated below: <b>Trusts with a total income or expenditure from \$250,000 to \$1 million (inclusive)</b> must have their financial statements: <ul style="list-style-type: none"> <li>prepared in accordance with the Australian Accounting Standards</li> <li><b>reviewed</b> in accordance with the Australian Auditing Standards on Review Engagement by a professionally recognised accountant who is a member of the Institute of Chartered Accountants of Australia, or of CPA Australia, or of the National Institute of Accountants.</li> </ul>	Yes    NA
An <b>audit statement</b> is attached if the trust meets the threshold indicated below: <b>Trusts with a total income or expenditure above \$1 million</b> must have their financial statements: <ul style="list-style-type: none"> <li>prepared in accordance with the Australian Accounting Standards</li> <li><b>audited</b> in accordance with the Australian Auditing Standards by a registered auditor or a professionally recognised accountant who is a member of the Institute of Chartered Accountants of Australia, or of CPA Australia, or of the National Institute of Accountants.</li> </ul>	Yes    NA
In the 'General account' section, the <b>income</b> and <b>expenditure</b> columns balance. <ul style="list-style-type: none"> <li>If nil income and expenditure, please enter a zero at both totals.</li> </ul>	Yes
In the 'Perpetual maintenance' section, the <b>income</b> and <b>expenditure</b> columns balance. <ul style="list-style-type: none"> <li>If nil income and expenditure, please enter a zero at both totals.</li> </ul>	Yes
'Assets and liabilities' section completed. <ul style="list-style-type: none"> <li>Individual assets do not need to be listed.</li> </ul>	Yes    NA
'Condition of cemetery' section completed.	Yes
'Right of interment and interment information' section completed. <ul style="list-style-type: none"> <li>Please complete separately for each cemetery managed by the trust.</li> </ul>	Yes

Required	Provided
Statutory declaration signed by the trust <b>chairperson</b> and one other <b>trust member</b> .	Yes
Statutory declaration witnessed by an <b>authorised witness</b> . <ul style="list-style-type: none"> <li>A list of authorised statutory declaration witnesses can be found on the <u>Department of Justice and Regulation website</u> &lt;<a href="https://www.justice.vic.gov.au/statdecs">https://www.justice.vic.gov.au/statdecs</a>&gt;. Examples include Justice of the Peace, pharmacist, police officer.</li> <li>It is important that this witness be independent from the trust and not be a trust member or the trust secretary.</li> <li>The witness should not be an immediate family member of trust members or the trust secretary.</li> </ul>	Yes
The trust has previously submitted the preceding year's Abstract (2017–18). <ul style="list-style-type: none"> <li>If answering 'no', please submit the 2017–18 Abstract in addition to the current year's Abstract. Trusts can contact the department for a blank copy of the 2017–18 Abstract.</li> </ul>	Yes    No

To receive this publication in an accessible format phone freecall 1800 034 280, using the National Relay Service 13 36 77 if required, or email the Cemetery Sector Governance Support Program <[cemeteries@dhhs.vic.gov.au](mailto:cemeteries@dhhs.vic.gov.au)>.

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Available from the department's website <[www2.health.vic.gov.au/public-health/cemeteries-and-crematoria](http://www2.health.vic.gov.au/public-health/cemeteries-and-crematoria)>

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t 1300 079 484  
e foianualreport@ovic.vic.gov.au  
w ovic.vic.gov.au

PO Box 24274  
Melbourne Victoria 3001

26 June 2019

Epping Cemetery Trust  
C/- Mr Greg Phippen  
PO Box Locked Bag 1  
BUNDOORA VIC 3083

WHITTLESEA CITY COUNCIL	
File No. _____	RECEIVED
RMS No. _____	
CRM No. _____	01 JUL 2019
Action: <i>Corporate Services</i>	
Copy: _____	

Dear Trust Member

**Freedom of Information (FOI) Annual Report 2018-2019:  
Cemetery Trust Data Collection**

I am writing to you to ask for information needed to prepare the 2018-2019 Victorian Freedom of Information Annual Report. This report is prepared by the Victorian Information Commissioner (previously FOI Commissioner) and covers Freedom of Information activity in Victorian Government agencies for the previous financial year. It is tabled in the Victorian Parliament.

Under the *Freedom of Information Act 1982*, people may request access to information held by Victorian Government agencies, including Cemetery Trusts.

**What do you need to do?**

Please advise whether or not your Cemetery Trust received or processed any Freedom of Information requests during the last financial year 1 July 2018 to 30 June 2019. We also ask that you confirm the Trust's contact details.

You can do this in any of the following ways –

1. Complete the enclosed survey form and return it in the reply-paid envelope also enclosed;
2. Telephone your response to Laura Wilson on 1300 079 484; or
3. Email your response to [foianualreport@ovic.vic.gov.au](mailto:foianualreport@ovic.vic.gov.au)  
(remember to identify the name of your trust, if you respond by email).

The deadline for returning your survey form or telephoning or emailing your response is **19 July 2019**.

**If you provide a 'No' Response**

Your response will be recorded as part of the data collection for inclusion in the Annual Report.

**If you provide a 'Yes' Response**

If you advise your Cemetery Trust received or processed Freedom of Information requests during the last financial year, you will be contacted to provide further information about these requests by completing the online data collection survey.

**Frequently Asked Questions**

The enclosed "Frequently Asked Questions" provides further information about Freedom of Information, the Freedom of Information Annual Report and cemetery trusts.

If you have any questions, please do not hesitate to contact Laura Wilson or myself on 1300 079 484 or by email [foiannualreport@ovic.vic.gov.au](mailto:foiannualreport@ovic.vic.gov.au).

Yours sincerely



**Greg Burnie**  
Manager, Registry and Case Support



For Official Use Only



t 1300 079 484  
e foianualreport@ovic.vic.gov.au  
w ovic.vic.gov.au

PO Box 24274  
Melbourne Victoria 3001

Survey Form

Please advise the Office of the Victorian of Information Commissioner whether or not your cemetery trust has received or processed any Freedom of Information requests during the last financial year 1 July 2018 to 30 June 2019. Please also provide your cemetery trust's contact details.

You can do this in any of the following ways –

1. Complete the enclosed survey form and return it in the reply-paid envelope also enclosed;
2. Telephone your response to Laura Wilson on 1300 079 484; or
3. Email your response to [foianualreport@ovic.vic.gov.au](mailto:foianualreport@ovic.vic.gov.au)  
(remember to identify the name of your trust, if you respond by email).

Please note that your response is due by no later than 19 July 2019

During the period 1 July 2018 to 30 June 2019 did your cemetery trust receive or process any Freedom of Information requests?

☐ YES or ☒ NO

Name of Cemetery Trust: EPHING CEMETERY TRUST

(Please write in BLOCK LETTERS)

Member Contact Name: GREG PHIPPEN

Member Position held: RESPONSIBLE OFFICER

Member Contact Number/s: 03 9217 2494

[Signature]  
(Signature)

01/07/19  
(Date)

If the Cemetery Trust uses an email address and you wish to have it on the Office of the Victorian Information Commissioner's records, please provide the email address below.

Email Address: g.p@whittlesea.vic.gov.au

Freedom of Information | Privacy | Data Protection

For Official Use Only



t 1300 079 484  
e [foiannualreport@ovic.vic.gov.au](mailto:foiannualreport@ovic.vic.gov.au)  
w [ovic.vic.gov.au](http://ovic.vic.gov.au)

PO Box 24274  
Melbourne Victoria 3001

## Frequently Asked Questions

### Why are you contacting the Trust?

The Victorian *Freedom of Information Act 1982* (the Act) requires an annual report on the operation of the Act to be tabled by the Information Commissioner. The Office of the Victorian Information Commissioner is responsible for the preparation of the report and the collection of information (data) from Victorian Government agencies concerning the Freedom of Information requests they have processed during the previous financial year.

Annual Report data is collected from all government agencies subject to the Act, including Ministers, Victorian Government departments, local councils, public hospitals and most semi-government agencies and statutory authorities.

### What is Freedom of Information?

Freedom of Information (FOI) is a process where members of the public can ask for access to documents held by government agencies. FOI requests are made under the *Freedom of Information Act 1982* (Vic) which governs how requests are handled and what access limitations apply to documents.

The Victorian Information Commissioner's website ([www.ovic.vic.gov.au](http://www.ovic.vic.gov.au)) provides assistance and general information about how Freedom of Information works in Victoria.

### How are Freedom of Information requests different from other requests for cemetery records?

Freedom of Information requests incur an application fee and are required to be made in writing. Applicants may request access to any documents held by a cemetery trust. However, requests for access to cemetery records concerning interments, places of interment, cremations and rights of interment are covered by Part 4 of the *Cemeteries and Crematoria Act 2003* and are therefore not treated as Freedom of Information requests.

### What do I do if I get a Freedom of Information request?

If you receive any requests for information which you are not sure how to process, you should contact the Cemeteries and Crematoria Regulation Unit at the Department of Health and Human Services by telephone (1800 034 280) or by email ([cemeteries@dhhs.vic.gov.au](mailto:cemeteries@dhhs.vic.gov.au)).

### How did you get my contact details?

The Cemeteries and Crematoria Regulation Unit at the Department of Health and Human Services provides contact details for all cemetery trusts at the request of the Office of the Victorian Information Commissioner for the express purpose of preparing the Freedom of Information Commissioner's Annual Report.

### Who made the decision that Cemetery Trusts have to report on FOI requests?

A review of agencies conducted in 2006 by the Department of Justice and the Department of Human Services confirmed that cemetery trusts are subject to the *Freedom of Information Act 1982* and therefore required under the Act to report.

**6.4.5 EDGARS CREEK COMMUNITY CENTRE - DEED OF AGREEMENT WITH LENDLEASE**

**Attachments:**

1	Location Plan <a href="#">↓</a>
2	Floor Plan <a href="#">↓</a>
3	Draft Side Deed <a href="#">↓</a>

**Responsible Officer:** Director Corporate Services

**Author:** Manager Major Projects

**RECOMMENDATION SUMMARY**

1. Council to approve the draft legal agreement (Side Deed) with Lendlease for the delivery of an additional kindergarten room and associated spaces at the Edgars Creek Community Centre.
2. To authorise the Chief Executive Officer to finalise the Side Deed with Lendlease with contribution from Council no more than \$1.23M, and carry out all administrative procedures necessary to execute the Side Deed.

**KEY FACTS AND / OR ISSUES**

- The Section 173 Agreement with Places Victoria for the Aurora Estate, executed in 2007, requires that the current developer (Lendlease) design and deliver a Community Centre comprising two MCH consulting rooms, community meeting space and two kindergarten rooms at Edgars Creek.
- Changes to policy, regulation, service models and service requirements since the Section 173 Agreement was executed has led to some changes to Council's functional requirements including the provision of a third kindergarten room.
- The approved 2019-20 budget for the project is \$1.6M. This budget can be funded in full by a DET grant that has already been secured for the project. Lendlease has advised that based on the tender price they have received, a Council contribution of \$1.23M will be required to pay for the additional kindergarten room and associated spaces – in line with Council officer's project cost expectations and well within the approved project budget. Total project cost for the Edgars Creek CAC is approximately \$6.6M with \$5.37M contributed by Lendlease.
- The proposed legal agreement (Side Deed) between Council and Lendlease (refer Attachment 3) commits Lendlease to delivering the third kindergarten room and associated spaces required by Council and confirms Council's financial contribution towards the project.

## REPORT

### INTRODUCTION

The Edgars Creek Community Centre is situated in the Aurora Estate in Epping North. The Development Plan for the estate was prepared by VicUrban as the intending developer of the subject land. Council and VicUrban entered into a Section 173 Agreement in 2007 for the State Government to provide community facilities from the financial development contributions.

In late 2011, Places Victoria evolved from VicUrban and became the developer of the estate. In October 2014, Places Victoria announced the sale of 410 hectares of land at Aurora to Lendlease. Because of this, Lendlease assumed responsibility for delivering the infrastructure and community facilities as required under the Section.173 Agreement between VicUrban and Council.

### BACKGROUND

The Section 173 Agreement requires that the developer design and deliver a community centre comprising of two MCH consulting rooms, community meeting space and two kindergarten rooms at Edgars Creek.

Changes to State Government policy, regulation, service models and service requirements since the Section 173 Agreement was executed in 2007 led to some changes to the functional requirements including the provision of a third kindergarten room and expansion of the kindergarten rooms to accommodate 33 children (up from 30), owing to the reduction of staff to child ratios from 1:15 to 1:11.

Council officers commenced negotiations with Lendlease around the design and delivery process in early 2018 with a view to completing the centre in time to meet demand for kindergarten services forecast for the 2020 school year. In early April 2019, Lendlease advised Council officers the original project timeline would not be met as they failed to receive enough complying tenders to be satisfied of value for money.

Lendlease have now completed a revised tender process and selected a preferred tenderer. The building contract with the preferred tenderer will be executed once the legal agreement between Lendlease and Council has been executed. The legal agreement between Lendlease and Council will commit Lendlease to delivering the community centre by 31 May 2020.

Central kindergarten enrolments were initially opened for commencement of operations in the 2020 school year will, however this will need to be changed for a commencement of operations in the 2021 school year.

### PROPOSAL

The proposed legal agreement (Side Deed) between Council and Lendlease (refer Attachment 3) commits Lendlease to delivering the third kindergarten room and associated spaces required by Council and confirms Council's financial contribution towards the project.

### CONSULTATION

The Family, Children and Young People Department have been consulted regarding the scope of the additional works, timing of works and the commencement of operations.

## CRITICAL DATES

Execution of the proposed legal agreement between Council and Lendlease is urgent to enable Lendlease to commence construction of the new community centre and completion in May 2020. This will allow time for the centre to be fitted out by a kindergarten operator and seek the relevant operating licences from the Department of Education and Training in sufficient time to commence operations in the 2021 school year.

## FINANCIAL IMPLICATIONS

The approved 2019-20 budget for the project is \$1.6M. This budget can be funded in full by a DET grant that has already been secured for the project. Lendlease has advised that based on the tender price they have received, a Council contribution of \$1.23M will be required to pay for the additional kindergarten room and associated spaces – in line with Council officer's project cost expectations and well within the approved project budget. Total project cost for the Edgars Creek CAC is approximately \$6.6M with \$5.37M contributed by Lendlease.

## POLICY STRATEGY AND LEGISLATION

The Edgars Creek Community Centre is listed within the Aurora Section 173 Agreement to enable early years services to the growing community.

## LINK TO STRATEGIC RISKS

**Strategic Risk** *Service Delivery - Inability to plan for and provide critical community services and infrastructure impacting on community wellbeing*

The Edgars Creek Community Centre is an important facility to enable early years services to be provided to the growing community.

## LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A socially cohesive community</b>
<b>Strategic Objective</b>	<b>Programs, services and infrastructure encourage social connections and the development of a sense of community</b>
<b>Council Priority</b>	<b>Health and Wellbeing</b>

## DECLARATIONS OF CONFLICTS OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

## CONCLUSION

The proposed legal agreement (Side Deed) between Council and Lendlease (refer Attachment 3) commits Lendlease to delivering the third kindergarten room and associated spaces required by Council and confirms Council's financial contribution towards the project.

**RECOMMENDATION**

**THAT Council resolve to:**

1. Approve the draft legal agreement (Side Deed) with Lendlease for the delivery of an additional kindergarten room and associated spaces at the Edgars Creek Community Centre.
2. Authorise the Chief Executive Officer to finalise the Side Deed with Lendlease, with contribution from Council no more than \$1.23M, and carry out all administrative procedures necessary to execute the Side Deed.

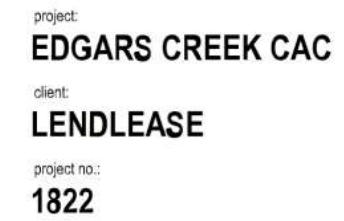
**COUNCIL RESOLUTION**

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



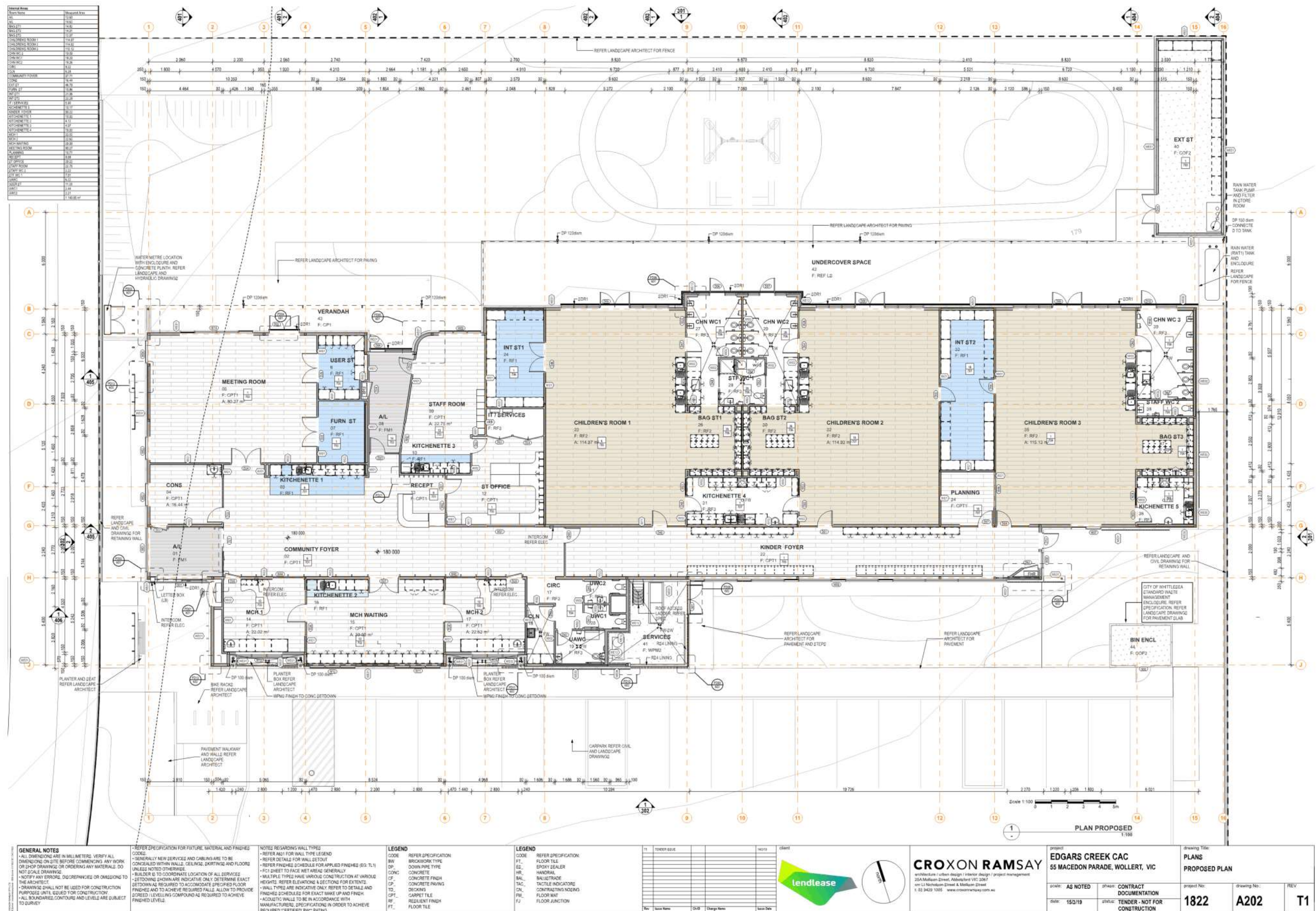


No:	Description
000	COVER SHEET
101	EXISTING SITE PLAN
102	PROPOSED SITE PLAN
202	PROPOSED PLAN
203	PROPOSED RCP
204	PROPOSED ROOF
205	PARAPET
206	SLAB SETOUT PLAN
211	WALL, CEILING AND ROOF TYPES
301	ELEVATIONS
302	ELEVATIONS
401	SECTIONS
402	SECTIONS
403	SECTIONS
404	SECTIONS
405	SECTIONS
406	SECTIONS
501	DOOR AND WINDOWS
502	DOOR AND WINDOWS
503	DOOR AND WINDOWS
504	DOOR AND WINDOWS
505	DOOR AND WINDOWS
506	DOOR AND WINDOWS
601	PLAN DETAILS
602	PLAN DETAILS
603	PLAN DETAILS
611	SECTION DETAILS
612	SECTION DETAILS
613	SECTION DETAILS
614	SECTION DETAILS
615	SECTION DETAILS
621	TYPICAL DETAILS
701	INTERIOR ELEVATIONS
702	INTERIOR ELEVATIONS
703	INTERIOR ELEVATIONS
704	INTERIOR ELEVATIONS
705	INTERIOR ELEVATIONS
706	INTERIOR ELEVATIONS
707	INTERIOR ELEVATIONS
708	INTERIOR ELEVATIONS
709	INTERIOR ELEVATIONS
721	DETAILED WC LAYOUTS
722	JOINERY DETAILS

[illegible]











## Side Deed – Edgars Creek CAC (Draft)

—  
Whittlesea City Council (**Council**)  
Lendlease Communities (Australia) Limited  
(**Developer**)  
—

Level 23 Rialto Towers 525 Collins Street  
Melbourne Vic 3000 Australia DX 204 Melbourne  
T +61 3 8608 2000 F +61 3 8608 1000  
[minterellison.com](http://minterellison.com)

MinterEllison

## Side Deed – Edgars Creek CAC

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## Information table

Date

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### Parties

Name	<b>Whittlesea City Council</b>
Short form name	<b>Council</b>
Notice details	25 Ferres Boulevard, South Morang VIC 3752 Facsimile: (03) 9409 9880 Email: <a href="mailto:info@whittlesea.vic.gov.au">info@whittlesea.vic.gov.au</a> Attention: Chief Executive Officer

---

Name	<b>Lendlease Communities (Australia) Limited</b> ACN 000 966 085
Short form name	<b>Developer</b>
Notice details	Level 14, Tower Three, International Towers Exchange Place, 300, Barangaroo Avenue, Sydney NSW 2000 Email: <a href="mailto:Alicia.davidge@lendlease.com">Alicia.davidge@lendlease.com</a> Attention: Alicia Davidge

---



### Background

- A Council is the Responsible Authority for the Planning Scheme.
- B Council is also the Development Agency under the Development Contributions Plan.
- C Council enters into this deed in its capacity as the Responsible Authority and also in its capacity as the Development Agency.
- D The Developer is developing the Subject Land.
- E The Subject Land is affected by the Existing Agreement.
- F The Existing Agreement requires, inter alia, that the Developer construct the Community Facility on the Subject Land.
- G Council has requested that, as part of the construction of the Community Facility, the Developer constructs Additional Facilities.
- H The Developer has agreed to construct the Additional Facilities, subject to Council paying the Development Costs.

## Agreed terms

### 1. Definitions

In this deed unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Additional Facilities** means the facilities described and specified in Schedule 2 which are in addition to the Community Facility.

**Community Facility** means the Northern P-12 Community Activity Centre, specified as element U/12A in Schedule 3 of the Existing Agreement.

**Current Address** means:

- (a) for Council, the address shown on page 1 of this deed, or any other address listed on Council's website; and
- (b) for the Developer, the address shown on page 1 of this deed or any other address provided by the Developer to Council for any purpose relating to this deed.

**Current Email Address** means:

- (a) the Council email address listed on Council's website; and
- (b) for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this deed.

**Defect** means any defect, fault, shrinkage or omission in the Works or any other aspect of the Works which is not in accordance with this deed.

**Defects Liability Period** means 12 months from the date of Practical Completion of the CAC.

**Development** means the development of the Additional Facilities.

**Development Costs** means except as otherwise specifically provided in this Deed, the costs reasonably and properly incurred by the Developer in respect of the Development, including:

- (a) all costs in connection with the design for the Development;
- (b) the fees and reimbursable expenses payable to any consultants and contractors for the Development;
- (c) the costs payable to all relevant authorities for or in respect of any approvals, consents, licenses and permits for the Development;
- (d) the costs of all contract work including all sums payable to contractors for the Development; and
- (e) the Developer's reasonable administrative overhead costs capped at 5% of the cost of the Development,

but does not include:

- (f) any amounts incurred arising out of or in connection with any fraudulent, negligent or wrongful act or omission by the Developer, including any amount which the Developer pays or becomes liable to pay to a subcontractor or supplier by way of compensation for breach of a subcontract or supply agreement;
- (g) any amount which the Developer pays or becomes liable to pay to a subcontractor or supplier by reason of any delay or disruption, save to the extent that the delay or disruption was caused or contributed to by Council; and
- (h) any costs, fees and expenses which the Developer incurred under the Existing Agreement.

**Development Agency** has the same meaning as in the Act.

**Development Contributions Plan** means 'Aurora Development Plan 2 - Development Contributions' dated November 2007, subject to any amendments made pursuant to the Existing Agreement.

**Development Program** means the document attached at Schedule 3 which sets out the Milestones and payment schedule.

**Dispute Notice** means a notice issued pursuant to clause 7.

**Existing Agreement** means the agreement under section 173 of the Act made between Council and the Owner dated 2 November 2007 and recorded on the title to the Subject Land by instrument AF771740P.

**Force Majeure Event** means any event which is beyond the reasonable control of a party to this deed and which prevents that party from performing its obligations under this deed where that event could not have been prevented, overcome, or remedied by the exercise of a standard of care and diligence consistent with that of a prudent person undertaking those obligations, including the expenditure of all reasonable sums of money. **Force Majeure Event** includes:

- (a) fire, flood or explosion not arising from construction or other works being performed by the Developer on the Site, or hurricane, earthquake, natural disaster, radioactive contamination or toxic or dangerous chemical contamination;
- (b) sabotage, act of public enemy, war (declared or undeclared), act of terrorism or revolution; or
- (c) riot blockade or other civil commotion which is not related to industrial action or strikes.

**Milestones** means the milestones set out in the Development Program.

**Milestone Date** means the date by which the relevant Milestone must be completed as set out in the Development Program.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Practical Completion of the CAC** means that stage of the Works (CAC) and the Works when the Works (CAC) and the Works are complete except for minor Defects which do not prevent the Works (CAC) and the Works from being used for their intended purpose.

**Project Land** has the meaning given to that phrase in the Existing Agreement.

**Project Control Group** or **PCG** means a project control group established pursuant to clause 5.

**Representative** of a party means a person appointed by the party in accordance with clause 5.1.

**Subject Land** means the land described in Schedule 1 and any reference to the Subject Land in this deed includes any lot created by the subdivision of the Subject Land or any part of it.

**Superintendent** means the superintendent appointed under the Developer's building contract for the construction of the Works (CAC) and the Works.

**Threshold Sum** means the amount of \$1,230,073 subject to clause 4.6.

**Works** means the design and construction of the Additional Facilities.

**Works (CAC)** means the works in respect of the Community Facility contemplated under the Existing Agreement.

## 1.2 Interpretation

In this deed unless the context admits otherwise:

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

- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (e) a term used has its ordinary meaning unless that term is defined in this deed; and
- (f) any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this deed.

## 2. Purposes of this deed

- (a) The parties acknowledge and agree that the purpose of this deed and reasons that the parties entered into this deed are:
  - (i) to record the terms and conditions on which the Additional Facilities will be developed; and
  - (ii) to record the terms on which Council will pay the Developer for the development of the Additional Facilities.
- (b) The parties acknowledge that:
  - (i) nothing in this deed varies the Existing Agreement; and
  - (ii) the application of the Existing Agreement to the Community Facility remains unchanged.

## 3. Development of the Additional Facilities

### 3.1 Developer to procure the Development

- (a) The Developer will procure the Development in accordance with:
  - (i) the plans and specifications approved by the Council; and
  - (ii) this deed.
- (b) The parties acknowledge and agree that the plans and specifications Council approves under this deed in relation to the Works (CAC) and the Works satisfy the Developer's corresponding obligations under the Existing Agreement in relation to the plans and specification of the Community Facility (being the Developer's obligations as the owner of the Subject Land as referred to in clause 3.5 under the Existing Agreement).
- (c) The Developer must use its reasonable endeavours to procure plans and specifications which are prepared with due care and skill and which provide that the Additional Facilities can be constructed within the Threshold Sum.
- (d) The Developer must:
  - (i) upon finalisation of the concept design for the Additional Facilities; and
  - (ii) upon finalisation of the detailed design for the Additional Facilities,
 prepare and submit to Council for approval the plans and specifications for the construction of the Additional Facilities.
- (e) Within 28 days of submission under clause 3.1(d) the Council will give notice to the Developer as to whether the plans and specifications are approved by Council or provide any comments to the Developer.
- (f) If the Council provides any comments on the plans and specifications under clause 3.1(e), the Developer must take account of those comments to the extent the Developer considers that it is reasonable to do so and re-submit the plans and specifications to Council for approval.

- (g) The process set out in clause 3.1(e) and clause 3.1(f) will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 3.1(h).
- (h) If the Council does not give approval or provide any comments within the time prescribed in clause 3.1(e), the plans and specifications will be deemed approved.

### 3.2 Council variations

- (a) The Council may at any time after commencement of Works and prior to the Date of Practical Completion of the CAC notify the Developer in writing of a proposed variation to the Works. The Council acknowledges that it may only propose variations in respect of the Additional Facilities.
- (b) If the Council proposes a variation under clause 3.2(a), then the Council must promptly give the Developer all relevant information that is reasonably required for the Developer to fully consider the proposal.
- (c) If the Council notifies the Developer of a proposed variation under clause 3.2(a), then within 15 Business Days (or such longer period as the parties may agree (acting reasonably), having regard to the nature and complexity of the variation) after that notification the Developer must notify the Council in writing of whether (and to what extent, if relevant):
  - (i) the estimated costs of the proposed variation, including:
    - (A) any re-design costs;
    - (B) the costs of assessing and implementing the proposed variation; and
    - (C) the costs of any delay to Practical Completion of the CAC which the Developer would incur if the variation proceeds;
  - (ii) the Developer will require any extension of time under this Deed as a result of the proposed variation;
  - (iii) the plans and specifications will need to be amended to accommodate the proposed variation;
  - (iv) additional approvals, or amendments to existing approvals, will be required for the proposed variation;
  - (v) the proposed variation would cause the Developer to breach a contract with a third party; and
  - (vi) the proposed variation will prevent the Works from complying with the requirements of this Deed.
- (d) The Developer may, acting reasonably, refuse a proposed variation if the Developer demonstrates that the variation would materially:
  - (i) adversely affect the Developer's ability to comply with this Deed, and/or the Existing Agreement;
  - (ii) delay the Development Program (other than in an immaterial way) unless the Council agrees to pay the reasonable costs of the delay and an extension of relevant key dates under the Development Program.
- (e) Subject to clause 3.2(d), if the Council gives the Developer an instruction under clause 3.2(a), then:
  - (i) the Developer must perform the variation; and
  - (ii) the Council must pay those costs of the variation reasonably and necessarily incurred by the Developer.

### 3.3 Date of Practical Completion

- (a) The Developer must procure the Superintendent to determine whether Practical Completion of the CAC has been achieved.

- (b) If the Superintendent determines that Practical Completion of the CAC has been achieved, the Developer must procure that the Superintendent issues to the Council and the Developer, a Certificate of Practical Completion of the CAC identifying the date upon which Practical Completion of the CAC was achieved.

### 3.4 Defects

- (a) The Developer must rectify all Defects in the Additional Facilities arising during the Defects Liability Period within a reasonable time of being notified by the Council and the Developer must carry out those rectification works causing as little inconvenience to the occupants or users of the Additional Facilities as is reasonably possible. For the avoidance of doubt, the Developer is responsible for all costs associated with the rectification of a Defect in the Additional Facilities.
- (b) Either party may refer any dispute about whether a matter is Defect or whether the Defect has been rectified in accordance with clause 7.

### 3.5 Transfer of Land

The parties acknowledge and agree that:

- (a) the Project Land on which the Community Facility and the Additional Facilities are constructed (**Community Facilities Land**) must be transferred by the Developer to, or vested in, Council in accordance with clause 3.2.6 of the Existing Agreement;
- (b) the Developer will procure such transfer or vesting of the Community Facilities Land within 90 days after Practical Completion of the CAC;
- (c) the Council will do all things necessary to assist the Developer in procuring such transfer or vesting of the Community Facilities Land;
- (d) the transfer or vesting of the Community Facilities Land under this clause 3.5 satisfies the Developer's obligations under clause 3.2.6 of the Existing Agreement in respect of the Community Facility.

## 4. Development Program, Milestones and payment schedule

### 4.1 Parties to comply with Development Program

- (a) The parties must comply with their respective responsibilities and Milestones under the Development Program by the relevant Milestone Date.
- (b) Where either party is required to respond to any matter, that party must:
  - (i) act reasonably; and
  - (ii) respond by the relevant Milestone Date or otherwise within 5 Business Days of a request.
- (c) The Developer must not, without reasonable cause, depart from the Development Program.

### 4.2 Payment

- (a) The Council must pay all Development Costs to the Developer as set out in the Development Program within 28 days of receipt of a valid invoice from the Developer.
- (b) The Council acknowledges that, if this deed is not terminated under clause 4.3, the Council must pay all amounts set out in the Development Program even if their total exceeds the Threshold Sum.

### 4.3 Termination right where estimated total Development costs are likely to exceed the Threshold Sum

- (a) If the quantity surveyor (engaged by the Developer) confirms as part of the review of the tender pricing Milestone, that the total Development Costs exceeds the Threshold Sum, the parties, acting reasonably, must meet and discuss value management options with a

view to reducing the Development Costs to below the Threshold Sum. If the parties are unable to agree and determine appropriate value management options within 4 weeks of that initial meeting to discuss value management options, the parties must meet and discuss as to whether to proceed with the Development.

- (b) If the parties fail to agree to proceed with the Development:
  - (i) either party may terminate this deed by giving notice to the other; and
  - (ii) following termination under this clause 4.3(b), the Council must pay all of the Development Costs incurred by the Developer prior to termination of this deed within 28 days of termination.
- (c) The parties acknowledge that, if the parties agree to proceed with the Development:
  - (i) the Council is responsible for any additional costs in connection with the Development; and
  - (ii) there is no right to terminate this deed under this clause 4.3.

#### 4.4 Extension of time

- (a) The Developer is entitled to an extension of time to the Milestone Date for Practical Completion of the CAC if it is delayed in achieving that Milestone by the Milestone Date (as may be adjusted by Council pursuant to this clause 4.4) and where the cause of the delay is one or more of the following:
  - (i) an act, default or omission of the Council or its officers, delegates, consultants, agents or contractors;
  - (ii) a Force Majeure Event;
  - (iii) a variation initiated by the Council under this deed;
  - (iv) a variation agreed to be carried out by the Council and the Developer regardless of which party initiated that variation; and
  - (v) a state wide or nation-wide industrial dispute affecting multiple sites and multiple companies which is not Site or Development related, to the extent not caused or contributed to by the Developer or its contractor or consultant undertaking the Works or the Works (CAC).
- (b) With any claim for an extension of time for Practical Completion, or as soon as practicable thereafter, the Developer will, acting reasonably, give the Council and the Superintendent written notice of the period of extension claimed together with supporting documentation. The Superintendent is to be procured to provide notice to the Developer and the Council of its assessment of the extension of time claimed. The Developer will be entitled to an extension of time assessed by the Council, acting fairly and reasonably and having regard to the Superintendent's assessment and to any other information which the Council reasonably considers to be relevant.

#### 4.5 Force Majeure

- (a) If the Developer is prevented, hindered or delayed from performing its obligations under this deed by a Force Majeure Event, then as long as that situation continues:
  - (i) the Developer is excused from performance of that obligation; and
  - (ii) the time for performance of the obligation is extended to the extent the Developer is prevented, hindered or delayed from performing the obligation by the Force Majeure Event.
- (b) If there is a Force Majeure Event and the Developer requires an extension of a Milestone Date, the Developer must comply with clause 4.4.



#### 4.6 Adjustment of Threshold Sum

- (a) If the Developer is entitled to an extension of time under clause 4.4 such that the Works are delayed by a period of more than 6 months and the Developer can demonstrate that the price of the Works will, as a result of the delay, exceed the Threshold Sum, the Threshold Sum is to be adjusted using the Building Price Index published by Rawlinsons (or if this index is no longer published, an equivalent index commonly adopted in the building industry) or as agreed by the parties.
- (b) If the Council initiates a variation to the Works (CAC) and the Developer can demonstrate that this delay or variation will result in the price of the Works exceeding the Threshold Sum, the Threshold Sum is to be adjusted by that amount.

### 5. Project Control Group

#### 5.1 Establishment of PCG

- (a) The parties must establish a PCG which consists of:
  - (i) the Council's Representatives; and
  - (ii) the Developer's Representatives.
- (b) The Council and the Developer may each:
  - (i) appoint two PCG Representatives to the PCG;
  - (ii) appoint an additional PCG Representative to the PCG to attend meetings if a primary PCG Representative is not able to attend a meeting; and
  - (iii) change its PCG Representative or additional PCG Representative at any time by notice to the other parties.
- (c) On or before the day that is 20 Business Days after the date of this Deed, each party must notify the other in writing of the party's two PCG Representatives to the PCG (including name and contact details).
- (d) A PCG Representative of the Council must be the chairperson of all PCG meetings.
- (e) A PCG Representative of the Developer must be the secretary of the PCG.

#### 5.2 Meetings

- (a) The PCG meetings are a forum for both parties to exchange information in relation to the design, progress and coordination of the Works and the Works (CAC).
- (b) The PCG will convene monthly, unless agreed otherwise by the parties.
- (c) The PCG is to decide where its meetings are to be held and failing a decision, they are to be held in a Melbourne office nominated by the chairperson at the time.
- (d) PCG meetings may take place by telephone link up or by other instantaneous electronic, audio or audio visual communication link under which all attendees are able to communicate with the other attendees simultaneously.
- (e) A quorum for a PCG meeting requires at least the Council's Representative or the Developer's Representative to be present.

#### 5.3 Conduct of PCG meetings

- (a) The PCG will regulate the conduct of proceedings at its meetings in such manner as it sees fit.
- (b) At each meeting of the PCG the Developer must report on the following matters, as appropriate at the relevant time:
  - (i) a review of the progress of the Works and the Works (CAC) in that period;
  - (ii) a discussion of any possible variations under this deed;

- (iii) a review of any matters relating to occupational health and safety issues or industrial relations issues;
- (iv) a review of any upcoming risks or issues; and
- (v) any other relevant matters suggested by the Council or the Developer.

## 6. Termination

### 6.1 Ending of this deed

This deed ends:

- (a) when the Developer has complied with all of the Developer's obligations under this deed; and
- (b) when Council has complied with all of the Council's obligations under this deed.

### 6.2 Default

For the purposes of this clause a party will be in default if:

- (a) in the case of moneys payable pursuant to this deed those moneys are not paid on the due date and remain unpaid for a period of 14 days after written notice has been given requesting that payment be made; or
- (b) the party is in breach of any other provision of this deed; and
  - (i) where the breach can be rectified, fails to rectify such breach within 30 days after notice is given by another party specifying the breach and requiring it to be rectified;
  - (ii) where the breach is not capable of rectification, fails to pay reasonable compensation to the other party within 30 days after notice is given by such other party specifying the breach and requesting compensation or if the parties are unable to agree on the amount of such compensation within 7 days of such notice being served, the matter will be deemed to be a dispute and such amount will be determined pursuant to clause 7 and the compensation must be paid within 14 days after the expert's determination.

### 6.3 Notice of termination

- (a) Subject to clause 6.3(b), if a party is in default, the innocent party may terminate this deed by giving 14 days written notice to the defaulting party.
- (b) The Council may not terminate this deed (and must not issue any notice which purports to terminate this deed including any notice under clause 6.3(a)) at any time after the construction commencement Milestone.

### 6.4 Payment of Development Costs following termination

The Council must pay all of the Development Costs incurred by the Developer prior to termination of this deed within 28 days of termination.

## 7. Disputes

### 7.1 Notification of a dispute

- (a) If a dispute arises between the parties in relation to any aspect of this deed, a party may give a dispute notice to the other party to this deed (**Dispute Notice**).
- (b) A Dispute Notice must include reasonable particulars of the nature of the dispute.

### 7.2 Reply to a Dispute Notice

- (a) A party that receives a Dispute Notice must give the other party a written reply within 7 Business Days after receipt of the Dispute Notice.

- (b) If the party that receives a Dispute Notice does not give a reply in the period specified in clause 7.2(a), then the party is taken to have rejected the whole of the matters set out in the Dispute Notice.

### 7.3 Conference

- (a) If the party who issued the Dispute Notice is not satisfied with the reply, or does not receive a reply within 7 Business Days after the issuing of the Dispute Notice, that party may convene a without prejudice meeting of the parties by notifying the other party in writing of the time and place for the meeting.
- (b) The time for the meeting must be no later than 15 Business Days after the Dispute Notice is issued.
- (c) The meeting must be attended by a representative of each of the parties, each of whom has authority to agree to a resolution of the matters set out in the Dispute Notice.
- (d) At the meeting, each party must use reasonable endeavours to do all things reasonably necessary to settle the dispute within 15 Business Days after the Dispute Notice is issued, or to set up a procedure with that aim.

### 7.4 Mediation

- (a) If the parties cannot resolve the dispute in accordance with the provisions of clause 7.3 then either party may refer the matter to mediation.
- (b) The mediation under this clause 7.4 is to be conducted by a mediator agreed between the parties or failing agreement and at the request of one or more of the parties, nominated by the Chairperson for the time being of the Chapter of Resolution Institute of the State of Victoria.
- (c) The mediation must be concluded within 35 Business Days after the Dispute Notice is issued, or such further period as the parties agree in writing.
- (d) Each party will:
  - (i) bear its own costs in respect of any mediation; and
  - (ii) pay on-half of the mediator's costs.

### 7.5 Referral of dispute

If the parties cannot resolve the dispute within 35 Business Days after the Dispute Notice (or such further time as the parties agree in writing) (**Initial Resolution Period**), the dispute will be referred to arbitration 3 Business Days after the expiry of the Initial Resolution Period in accordance with clause 8.3 unless the parties agree to refer the dispute to expert determination pursuant to clause 8.1 below.

### 7.6 Arbitration

- (a) Arbitration will be effected by a single arbitrator who will be agreed between the parties or failing agreement and at the request of one or more of the parties, nominated by the Chairperson for the time being of the Chapter of Resolution Institute of the State of Victoria. Such arbitration will be held in Victoria.
- (b) The arbitrator may award whatever interest the arbitrator considers reasonable.
- (c) If one party has overpaid the other, whether pursuant to a valid invoice or not and whether under a mistake of law or fact, the arbitrator may order repayment together with interest.
- (d) A claim in tort, under statute or for restitution based on unjust enrichment or for rectification or frustration, may be included in an arbitration.
- (e) Despite any other provision of the this deed, to the extent permissible by law, any arbitrator considering any difference or dispute between the parties arising out of or in connection with this deed will have no power to apply or to have regard to Part IVAA of the Wrongs Act which might, in the absence of this clause 7.6, have applied to any dispute referred to arbitration pursuant to this clause 7.

**7.7 Summary or Urgent Relief**

Nothing in this clause 7 or 8 will prejudice the right of a party to institute proceedings to seek urgent injunctive or declaratory relief in respect of a dispute under this clause 7 or 8, or any matter arising under this deed.

**7.8 Continuation of Obligations under Contract**

Despite the existence of a dispute, the parties must continue to perform their respective obligations under this deed in accordance with this deed.

**8. Expert determination**

**8.1 Expert determination**

If the parties cannot resolve the dispute within the Initial Resolution Period, the parties may agree in writing (prior to the dispute being referred to arbitration pursuant to clause 8.1 above) to refer the dispute to expert determination by an independent expert, in which case the dispute will be referred to expert determination. An expert determination to resolve a dispute must be carried out in accordance with this clause 8.

**8.2 Appointment of expert**

- (a) The independent expert must be appointed by one of the following persons as is appropriate in the circumstances:

Subject of dispute	Expert Applicable
Civil engineering design	A civil engineer appointed by the President of Engineers Australia, Victorian Division
Construction delays or costs	A quantity surveyor appointed by the President for the time being of the Australian Institute of Quantity Surveyors, Victorian Chapter
Accounting matters	A chartered accountant appointed by the Chairman of the Chartered Accountants Australia and New Zealand, Victorian Regional Council
Any other dispute	A person appointed for the purpose by the President of the Law Institute of Victoria, such person having at least 10 years' experience in the profession or discipline considered by the President as most suited for determination of the dispute.

- (b) The parties must determine the appropriate class of expert within 5 Business Days after a dispute is referred to expert determination under clause 8.1 above. If the parties cannot agree on the appropriate class of expert within the 5 Business Day period, either party may request the President of the Law Institute of Victoria to determine the appropriate class of expert and that person to appoint the independent expert.
- (c) The person determining the appropriate independent expert in the class of experts must appoint the independent expert within 10 Business Days after receiving a notice in accordance with clause 8.2(b).

**8.3 Decision making process**

The parties acknowledge and agree that in relation to any dispute referred to an independent expert under clause 8.1 above:

- (a) any decision by the independent expert must be in writing and a copy provided to each party;

- (b) all costs of the independent expert will be borne by the parties as directed and determined by the independent expert (and the independent expert will be requested to make such a direction or determination);
- (c) the independent expert is acting as an expert and not as an arbitrator, and may adopt such procedures as the independent expert sees fit, including as to:
  - (i) fixing a time and place for hearing the dispute or receiving submissions or information from the parties or any other person;
  - (ii) the form of any submissions or information required by the independent expert from the parties or any other person; and
  - (iii) conducting any investigation which he or she considers necessary to resolve the dispute;
- (d) the independent expert must have no direct or indirect personal interest in the outcome of the decision he or she is requested to make;
- (e) the matter which the independent expert is required to determine must be referred to him or her by written submission which must state the specific matter to be determined together with all other reasonably relevant matters including any requirements under this Deed relating to that matter;
- (f) the independent expert will give due weight to any representations put forward by a party within any time limit prescribed by the independent expert in his or her discretion;
- (g) the parties must supply the independent expert with any information, assistance and cooperation which he or she may request in connection with his or her determination;
- (h) the independent expert will give written reasons for his or her determination;
- (i) the independent expert will not be bound by the rules of evidence;
- (j) the independent expert must provide his or her decision under this clause 8.3 within 20 Business Days after the independent expert is appointed pursuant to clause 8.2(c); and
- (k) the independent expert must be appointed by the parties on terms which satisfy this clause 8.

#### **8.4 Expert's directions**

In making a determination, the independent expert may give directions or recommend any matters which the independent expert considers, in his or her absolute discretion, should be implemented or otherwise transacted in order to give commercial efficacy to the decision.

#### **8.5 Parties to support Expert's determination**

Immediately on receiving the independent expert's determination, the parties must exercise their powers in relation to the Development to procure that the independent expert's determination and any directions contained in it are duly complied with.

#### **8.6 Expert's decision is final**

The independent expert's decision will be final and binding on the parties except for fraud or manifest error.

### **9. Council's further agreements**

#### **9.1 Obligations under Existing Agreement**

Council acknowledges and agrees that once Practical Completion of the CAC has been achieved in accordance with this deed, the Developer is deemed to have satisfied all of its obligations (as owner of the Subject Land) under the Existing Agreement for the construction of the Community Facility.

## 10. Goods and services tax

### 10.1 Interpretation

Words or expressions used in this clause 10 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if not so defined, then which are defined in the *Trade Practices Act 1974* (Cth), have the same meaning in this clause.

### 10.2 GST inclusive amounts

For the purposes of this deed where the expression **GST inclusive** is used in relation to an amount payable or other consideration to be provided for a supply under this deed, the amount or consideration will not be increased on account of any GST payable on that supply.

### 10.3 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this deed, unless specifically described in this deed as **GST inclusive**, does not include an amount on account of GST.

### 10.4 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is imposed (not being a supply the consideration for which is specifically described in this deed as **GST inclusive**):

- (a) the consideration payable or to be provided for that supply under this deed but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

### 10.5 Reimbursements (net down)

If a payment to a party under this deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

## 11. General matters

### 11.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- (a) personally on the other party;
- (b) by leaving it at the other party's Current Address;
- (c) by posting it by prepaid post addressed to the other party at the other party's Current Address; or
- (d) by email to the other party's Current Email Address.

### 11.2 Severability

The parties agree that if a court, arbitrator, tribunal or other competent authority determines that any part of this deed is unenforceable, illegal or void then that part is severed with the other provisions of this deed remaining operative.

### 11.3 No fettering of Council's powers

The Developer acknowledges agrees that this deed does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of

planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.4 Inspection of documents**

A copy of any planning permit, document or plan referred to in this deed is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.5 Counterparts**

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**11.6 Governing law**

The law of the State of Victoria governs this deed and any legal proceedings or arbitration under this Deed. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

**11.7 Amendment of Agreement**

This deed may be amended by agreement of the parties.




## Schedule 1 – Subject Land

The Subject Land is Lot N on the plan attached in this Schedule 1.

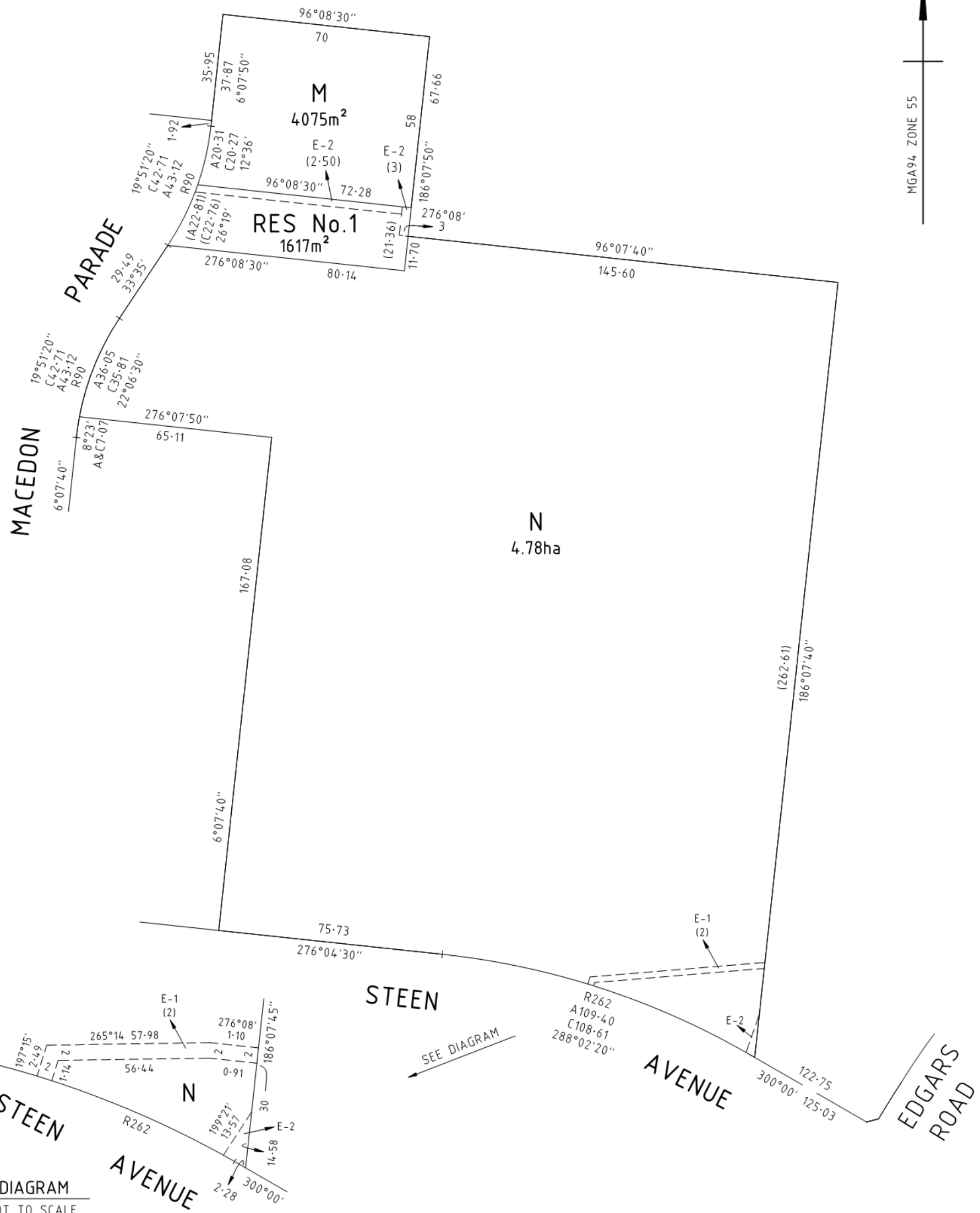
Side Deed – Edgars Creek CAC  
MinterEllison | Ref: DWC CDELUCA 1215740

[7661859: 24511010\_1]  
ME\_151602213\_10

Page 19

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS817684L</b>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> WOLLERT <b>TOWNSHIP:</b> — <b>SECTION:</b> 13 <b>CROWN ALLOTMENT:</b> 2 (PART)  <b>TITLE REFERENCE:</b> VOL. FOL.  <b>LAST PLAN REFERENCE:</b> PS817683 (LOT J)  <b>POSTAL ADDRESS:</b> 40A STEEN AVENUE, WOLLERT 3750 <small>(at time of subdivision)</small>  <b>MGA CO-ORDINATES:</b> E: 323 770 ZONE: 55 <small>(of approx centre of land in plan)</small> N: 5 835 370 GDA 94		Council Name: Whittlesea City Council  Council Reference Number: 609841 Planning Permit Reference: 715411 SPEAR Reference Number: S126750P  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/03/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 18/04/2019		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
RESERVE No.1	WHITTLESEA CITY COUNCIL			
<b>NOTATIONS</b>		THE EASEMENT FOR DRAINAGE PURPOSES CREATED BY PS744133F AND CONTAINED WITHIN RESERVE No.1 ON THIS PLAN MERGES UPON REGISTRATION OF THIS PLAN		
<b>DEPTH LIMITATION: 15m APPLIES</b>				
This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 715411  <b>SURVEY:</b> This plan is based on survey.  This survey has been connected to permanent marks No(s). 21, 38, 40, 48, 588 & 635  In Proclaimed Survey Area No. —				
Estate: Aurora Phase No.: 23A				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-2	DRAINAGE SEWERAGE	2 SEE DIAG.	PS744133F PS744133F	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
 <b>Beveridge Williams</b> development & environment consultants  Melbourne ph : 03 9524 8888  <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		SURVEYORS FILE REF: 1501240/23A 1501240-23A-PS-V2.DWG  Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (2), 11/04/2019, SPEAR Ref: S126750P		ORIGINAL SHEET SIZE: A3  SHEET 1 OF 2

PS817684L



**BW** **Beveridge Williams**  
development & environment consultants  
Melbourne ph : 03 9524 8888  
www.beveridgewilliams.com.au

SURVEYORS REF  
1501240/23A

SCALE  
1 : 1250

12.5 0 12.5 25 37.5 50  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Sean Adrian O'Connor, Licensed  
Surveyor,  
Surveyor's Plan Version (2),  
11/04/2019, SPEAR Ref: S126750P

Digitally signed by:  
Whittlesea City Council,  
18/04/2019,  
SPEAR Ref: S126750P

## Schedule 2 – Specifications of the Additional Facilities

The Additional Facilities will comprise a third kindergarten room of the proportions and Fitout as generally set out in the plans and specifications listed below, including, but not limited to:

- any ancillary rooms and facilities required to service the third kindergarten room (including but not limited to storage rooms, W/Cs, kitchenettes);
- any additional site excavation necessary for the Additional Facilities;
- any additional landscaping required as a result of the Additional Facilities;
- any additional car parking spaces;
- any additional fitments and fixtures required or requested and added to the scope during completion of the design by mutual agreement; and
- any modifications to the Community Facilities required as a necessary consequence of the Additional Facilities (including, but not limited to, alterations to corridors and circulation spaces, upgrades to services and infrastructure, increases in waste storage facilities, increases in the floor area of services and facilities).

### Plans and specifications

The following plans and specifications set out by reference in this Schedule 2 are approved by the Council.



**Aurora – Community Activity Centre – Drawings register (AFT)**

Architectural

1822 A000 Rev T1	1822 A405 Rev T1	1822 A615 Rev T1
1822 A101 Rev T1	1822 A406 Rev T1	1822 A616 Rev T1
1822 A102 Rev T1	1822 A501 Rev T1	1822 A621 Rev T1
1822 A202 Rev T1	1822 A502 Rev T1	1822 A701 Rev T1
1822 A203 Rev T1	1822 A503 Rev T1	1822 A702 Rev T1
1822 A204 Rev T1	1822 A504 Rev T1	1822 A703 Rev T1
1822 A205 Rev T1	1822 A505 Rev T1	1822 A704 Rev T1
1822 A206 Rev T1	1822 A506 Rev T1	1822 A705 Rev T1
1822 A211 Rev T1	1822 A601 Rev T1	1822 A706 Rev T1
1822 A301 Rev T1	1822 A602 Rev T1	1822 A707 Rev T1
1822 A302 Rev T1	1822 A603 Rev T1	1822 A708 Rev T1
1822 A401 Rev T1	1822 A611 Rev T1	1822 A709 Rev T1
1822 A402 Rev T1	1822 A612 Rev T1	1822 A721 Rev T1
1822 A403 Rev T1	1822 A613 Rev T1	1822 A72 Rev T1
1822 A404 Rev T1	1822 A614 Rev T1	1822 SPEC (pg. 1-481)

Civil Engineering

18124-C01 Rev Q	18124-S02 Rev G	18124-S07 Rev F
18124-C02 Rev H	18124-S03 Rev F	18124-S08 Rev F
18124-C03 Rev 5	18124-S05 Rev K	18124-S09 Rev E
18124-S01 Rev F	18124-S06 Rev J	

Services

*Data*

D00 Rev B  
D01 Rev E  
D02 Rev B  
Spec pg. 1-17

*Electrical*

E00 Rev B  
E01 Rev G  
E02 Rev F  
E03 Rev E  
E04 Rev C  
E05 Rev C

E06 Rev C

Spec pg. 1-40

*Hydraulics*

H00 Rev B  
H01 Rev E  
H02 Rev G



H03 Rev D  
Spec pg. 1-29

*Mechanical*  
M00 Rev B  
M01 Rev F

M02 Rev C  
Spec pg. 1-34

Landscape

LD100 Rev F  
LD200 Rev F  
LD300 Rev F  
LD500 Rev F

LD700 Rev F  
LD800 Rev F  
LD900 Rev F  
LD901 Rev F

LD902 Rev F  
LD903 Rev F  
LD904 Rev F  
Spec pg.1-38

## Schedule 3 – Development Program

### Payment Schedule of Development Costs

No.	Milestone/Task	Payment
1	This Deed executed	\$50,000
2	Additional Facilities slab completed	30% of the Threshold Sum
3	Additional Facilities lock-up	30% of the Threshold Sum
4	Practical completion of the CAC	30% of the Threshold Sum
5	Completion of Defects and End of Defects Liability Period	Unpaid balance of the Threshold Sum (treating the \$50,000 payment under 1 above as part-payment of the Threshold Sum)

### Milestones

Milestone	Milestone Date
Commence construction of the Community Facility	31 August 2019
Additional Facilities slab completed MILESTONE PAYMENT (30% of agreed financial contribution)	23 October 2019
Additional Facilities lock-up MILESTONE PAYMENT (30% of agreed financial contribution)	31 January 2020
Practical completion of the CAC MILESTONE PAYMENT (30% of agreed financial contribution)	31 May 2020
Completion of Defects and End of Defects Liability Period MILESTONE PAYMENT (remainder of agreed financial contribution)	31 May 2021



## Signing page

### Executed as a deed

Signed for and on behalf of the **Whittlesea City Council** by the CEO as its duly authorised delegate

Signature

Date:

**Executed by Lendlease Communities (Australia) Limited ACN 000 966 085** in accordance with Section 127 of the *Corporations Act 2001* by authority of its directors

Signature of director

Name of director (print)

Signature of director/company secretary  
(Please delete as applicable)

Name of director/company secretary (print)

**6.5 EXECUTIVE SERVICES**

**6.5.1 MEETINGS OF THE CHIEF EXECUTIVE OFFICER 20 JUNE - 24 JULY 2019**

**Responsible Officer:** Chief Executive Officer

**Author:** Executive Assistant

**RECOMMENDATION SUMMARY**

The Council note the record of meetings held by the Chief Executive Officer with external persons and organisations and significant internal issues as set in the table in the report.

**KEY FACTS AND / OR ISSUES**

This is to report to Council details of meetings held by the Chief Executive Officer with external persons and organisations and significant internal issues.

## REPORT

### BACKGROUND

Council has previously resolved, as part of the Chief Executive Officer's annual performance review, that the Chief Executive Officer provide Council with a regular report containing details of external persons and organisations with whom he has met and the purpose of such meetings and any significant internal issues. The report is designed to promote openness and transparency in the Office of the Chief Executive Officer.

### PROPOSAL

It is proposed that a standard report be included in the Council Notice paper in future meetings which will record details of external meetings and details of significant internal events.

EXTERNAL MEETINGS		
Date	Organisation or Individual	Purpose of Meeting
24/06/2019	YSAS Board Meeting	Chair (external meeting)
27/06/2019	Melbourne's Northern Councils	Mayor and CEO Forum
03/07/2019	PRACE College	Introductory Meeting
05/07/2019	Wyndham City Council	Seminar: 'Building Communities – from challenges to solutions'
10/07/2019	YSAS Board Marketing Committee	Chair (external meeting)
11/07/2019	Woolworths	Mernda Town Centre. Also in attendance Director Partnerships, Planning & Engagement
11/07/2019	LG Professionals	Event: Farewell to CEO
17/07/2019	Melbourne Planning Summit	Conference
18/07/2019	Melbourne Planning Summit	Conference

SIGNIFICANT INTERNAL ISSUES	
24/06/2019	ELT Operational Meeting
25/06/2019	All Staff Forum
25/06/2019	Councillor Briefing
26/06/2019	All Staff Forum
26/06/2019	ELT Governance Meeting
02/07/2019	Ordinary Council Meeting
08/07/2019	ELT Strategy Meeting
08/07/2019	Citizenship Ceremony
09/07/2019	Councillor Briefing
10/07/2019	CLT Meeting
10/07/2019	ELT Governance Meeting
16/07/2019	Councillor Briefing
23/07/2019	Councillor Briefing
24/07/2019	ELT Governance Meeting

**CONSULTATION**

Nil

**FINANCIAL IMPLICATIONS**

Costs associated with these meetings are covered in the recurrent budget.

**LINKS TO WHITTLESEA 2040 AND THE COUNCIL PLAN**

<b>Whittlesea 2040 Goal</b>	<b>Connected community</b>
<b>Whittlesea 2040 Key Direction</b>	<b>A participating community</b>
<b>Strategic Objective</b>	<b>We have access to information, skill development and knowledge to participate in decision-making in an informed way</b>
<b>Council Priority</b>	<b>Organisational Sustainability</b>

**DECLARATIONS OF CONFLICTS OF INTEREST**

Under section 80C of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

The Responsible Officer reviewing this report, having made enquiries with relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

**CONCLUSION**

The Council note the record of meetings held by the Chief Executive Officer with external persons and organisations and significant internal issues as set in the table in the report.

**RECOMMENDATION**

**THAT Council resolve to receive and note the report containing a record of meetings held by the Chief Executive Officer with external persons and organisations and significant internal issues.**

**COUNCIL RESOLUTION**

**MOVED:** Cr Kozmevski  
**SECONDED:** Cr Kirkham

*The above Recommendation was adopted unchanged as part of an en bloc Resolution Moved by Cr Kozmevski, Seconded by Cr Kirkham. See Section 6 - Officers' Reports for further information on items adopted en bloc.*

**CARRIED**



**7. NOTICES OF MOTION**

**7.1 NOTICE OF MOTION NO 867 - LIVE STREAMING OF COUNCIL MEETINGS**

**Author:** **Cr Caz Monteleone**

Councillor Monteleone of South West Ward has given notice that it is his intention to move the following Motion at the Ordinary Meeting of Council to be held on Tuesday 6 August 2019 at 6:30pm:

**Preamble**

The matter of live streaming and video recording of Council Meetings was previously considered by Council at its meeting on 13 November 2018 when Council considered the following motion, moved by Cr Monteleone, which was put to a vote and lost.

THAT Council resolve to:

1. Proceed with option 2 - Council to stream Council meetings live to Council's website in 2019 and record the live stream. The recording can then be accessed 'on demand' by members of the public. Footage of the meeting would be stored and made available through Council's website for a period of 12 months; and
2. Adopt the attached Protocol to guide the live streaming of Council meetings.

For clarity, the proposed Notice of Motion is not in the nature of a rescission or variation motion as Council did not make a resolution with respect to live streaming at the Ordinary Council meeting held on 13 November 2018. Notices of Motion in relation to live streaming were also submitted by Cr Monteleone at the 5 March 2019, 2 April 2019 and 4 June 2019 Ordinary Council Meetings.

The motions put by Cr Monteleone at the 13 November 2018, 5 March 2019, 2 April 2019 and 4 June 2019 meetings were lost and there was no alternative resolution made which expressly stated that Council would not live stream meetings. There is, therefore, no resolution to be rescinded or amended with respect to live streaming.

<b>MOTION</b>
---------------

THAT Council resolve to:

1. Live stream Council meetings to Council's website commencing in September 2019 and video record the live stream; and
2. Publish the video footage of Council meetings on Council's website for a minimum period of 12 months.

<b>MOTION</b>
---------------

**MOVED:** **Cr Monteleone**  
**SECONDED:** **Cr Kirkham**

THAT Council resolve to adopt the Motion.

**LOST**

**DIVISION**

Immediately after the motion was voted on, Cr Desiato called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Kirkham	Cr Pavlidis	Nil
Cr Monteleone	Cr Kozmevski	
Cr Desiato	Cr Alessi	
	Cr Cox	
	Cr Sterjova	
	Cr Joseph	

Based on the votes cast during the Division, the motion was lost.

**LOST**

**MOTION**

**MOVED:** *Cr Joseph*  
**SECONDED:** *Cr Sterjova*

**THAT Council resolve to refer the matter of Live Streaming Council meetings to the 8 December 2020 Council meeting for consideration by the newly elected Council.**

**EXTENSION OF SPEAKING TIME**

**MOVED:** *Cr Kirkham*  
**SECONDED:** *Cr Desiato*

That Council resolve to extend the speaking time of Cr Monteleone for a further two minutes.

**LOST**

Cr Pavlidis left the Council Chamber at 7:48pm prior to the vote on the extension of speaking time requested by Cr Desiato.

**EXTENSION OF SPEAKING TIME**

**MOVED:** *Cr Kirkham*  
**SECONDED:** *Cr Monteleone*

That Council resolve to extend the speaking time of Cr Desiato for a further two minutes.

**LOST**



**DIVISION**

Immediately after the extension of speaking time was voted on, Cr Kirkham called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Kirkham	Cr Kozmevski	Nil
Cr Monteleone	Cr Alessi	
Cr Desiato	Cr Cox	
	Cr Sterjova	
	Cr Joseph	

Based on the votes cast during the Division, the motion was lost.

**LOST**

Cr Pavlidis returned to the Council Chamber at 7:53pm following the vote on the extension of speaking time requested by Cr Desiato and subsequent division.

**COUNCIL RESOLUTION**

**MOVED:** Cr Joseph  
**SECONDED:** Cr Sterjova

**THAT Council resolve to refer the matter of Live Streaming Council meetings to the 8 December 2020 Council meeting for consideration by the newly elected Council.**

**CARRIED**

**DIVISION**

Immediately after the motion was voted on, Cr Monteleone called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Pavlidis	Cr Kirkham	Nil
Cr Kozmevski	Cr Monteleone	
Cr Alessi	Cr Desiato	
Cr Cox		
Cr Sterjova		
Cr Joseph		

Based on the votes cast during the Division, the motion was carried.

**CARRIED**



**7.2 NOTICE OF MOTION 873 - MEMBERSHIP OF MUNICIPAL ASSOCIATION OF VICTORIA AND VICTORIAN LOCAL GOVERNANCE ASSOCIATION**

**Author:** Cr Sam Alessi

Councillor Alessi of the South East Ward has given notice that it is his intention to move the following Motion at the Ordinary Meeting of Council to be held on Tuesday 6 August 2019 at 6:30pm:

**Preamble:**

Council has made provision for the membership fees for both the Municipal Association of Victoria and Victorian Local Governance Association in the 2019-2020 Annual Budget. Both the Municipal Association of Victoria and Victorian Local Governance Association have demonstrated a willingness to make significant and ongoing changes to previous governance practices by enhancing processes, protocols, conduct and relationships with the local government sector.

**MOTION**

**THAT Council resolve to:**

1. Re-join the Municipal Association of Victoria;
2. Nominate Cr Cox as delegate and Cr Kozmevski as substitute delegate; and
3. Re-join the Victorian Local Governance Association.

**COUNCIL RESOLUTION**

**MOVED:** Cr Alessi  
**SECONDED:** Cr Pavlidis

**THAT Council resolve to adopt the Motion.**

**CARRIED**



### 7.3 NOTICE OF MOTION NO 874 - PUBLIC QUESTION TIME

**Author:** Cr Caz Monteleone

Councillor Caz Monteleone of South West Ward has given notice that it is his intention to move the following Motion at the Ordinary Meeting of Council to be held on Tuesday 6 August 2019 at 6:30pm.

#### MOTION

THAT Council resolve for officers to prepare a report that defines the terms and procedures that shall allow the public to verbally submit and ask questions at a time set aside during the Ordinary meeting.

The report will be circulated to Councillors with sufficient time for consideration prior to the 1 October 2019 Ordinary Meeting where the issue will be deliberated and voted on.

#### MOTION

**MOVED:** Cr Monteleone  
**SECONDED:** Cr Desiato

THAT Council resolve to adopt the Motion.

**LOST**

#### DIVISION

Immediately after the motion was voted on, Cr Monteleone called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Kirkham	Cr Pavlidis	Nil
Cr Monteleone	Cr Kozmevski	
Cr Desiato	Cr Alessi	
	Cr Cox	
	Cr Sterjova	
	Cr Joseph	

Based on the votes cast during the Division, the motion was lost.

**LOST**



**7.4 NOTICE OF MOTION NO 875 - YOUTH ADVISORY COMMITTEE****Author:** **Cr Emilia Lisa Sterjova**

Councillor Emilia Lisa Sterjova of North Ward has given notice that it is her intention to move the following Motion at the Ordinary Meeting of Council to be held on Tuesday 6 August 2019 at 6:30pm:

**Preamble**

There are a number of ways in which local Councils engage with young people, with some structures more formal than others. Councillors have previously received advice on how a youth advisory committee might operate, by providing a forum for direct interaction and mutual information sharing between Council and young people, allowing the young people to identify and advocate for issues of relevance to them, and providing an increased level of civic participation. Such a committee could be established utilising existing resources within Council's youth services team and would typically involve around 15 young people and Councillor representation.

**MOTION**

**THAT Council resolve to develop a youth advisory committee, with a report outlining its operation including a Terms of Reference to be presented at a future Council meeting.**

**MOTION**

**MOVED:** *Cr Sterjova*  
**SECONDED:** *Cr Pavlidis*

**THAT Council resolve to develop a youth advisory committee, with a report outlining its operation including a Terms of Reference to be presented at a future Council meeting.**

**AMENDMENT**

**MOVED:** *Cr Kirkham*  
**SECONDED:** *Cr Monteleone*

**THAT Council resolve to develop a report for a youth advisory committee, outlining its operation including a Terms of Reference to be presented at a future Council meeting.**

**LOST**

<b>COUNCIL RESOLUTION</b>
---------------------------

**MOVED:** *Cr Sterjova*  
**SECONDED:** *Cr Pavlidis*

**THAT Council resolve to develop a youth advisory committee, with a report outlining its operation including a Terms of Reference to be presented at a future Council meeting.**

**CARRIED**



**7.5 NOTICE OF MOTION NO 876 - SUPPORTING LOCAL BUSINESSES TO REDUCE SINGLE USE PLASTICS USE**

**Author:** Cr Emilia Lisa Sterjova

Councillor Emilia Lisa Sterjova of North Ward has given notice that it is her intention to move the following Motion at the Ordinary Meeting of Council to be held on Tuesday 6 August 2019 at 6:30pm.

**MOTION**

**THAT Council resolve to:**

- 1. Develop a 'bring your own container' program with local take-away food businesses to reduce plastic use within the municipality;**
- 2. Launch the program in November 2019 to coincide with the introduction of the State-wide ban on single use plastic bags, to support Council's Whittlesea 2040 objective of being leaders in clean, sustainable living.**

**MOTION**

**MOVED:** Cr Sterjova

**SECONDED:** Cr Alessi

**THAT Council resolve to:**

- 1. Develop a bring your own container' program with local take-away food businesses to reduce plastic use within the municipality.**
- 2. Launch the program in November 2019 to coincide with the introduction of the State-wide ban on single use plastic bags, to support Council's Whittlesea 2040 objective of being leaders in clean, sustainable living.**

**AMENDMENT**

**MOVED:** Cr Pavlidis

**SECONDED:** Cr Kirkham

**THAT Council resolve to amend the motion to read:**

- 1. Undertake a feasibility study for a voluntary 'bring your own container' program in consultation with relevant stake holders to ensure its successful implementation and minimise any risk factors;**
- 2. Subject to the findings of the study, launch the program in November 2019 to**

coincide with the introduction of the State-wide ban on single use plastic bags, to support Council's Whittlesea 2040 objective of being leaders in clean, sustainable living.

**CARRIED**

The Amendment was put and carried and became the substantive motion.

**SUBSTANTIVE MOTION**

**MOVED:** *Cr Pavlidis*  
**SECONDED:** *Cr Kirkham*

**THAT Council resolve to:**

1. Undertake a feasibility study for a voluntary 'bring your own container' program in consultation with relevant stake holders to ensure its successful implementation and minimise any risk factors;
2. Subject to the findings of the study launch the program in November 2019 to coincide with the introduction of the State-wide ban on single use plastic bags, to support Council's Whittlesea 2040 objective of being leaders in clean, sustainable living.

**PROCEDURAL MOTION**

**MOVED:** *Cr Kozmevski*

**THAT Council resolve that the substantive motion be put.**

**SUBSTANTIVE MOTION**

**MOVED:** *Cr Pavlidis*  
**SECONDED:** *Cr Kirkham*

**THAT Council resolve to:**

1. Undertake a feasibility study for a voluntary 'bring your own container' program in consultation with relevant stake holders to ensure its successful implementation and minimise any risk factors;
2. Subject to the findings of the study launch the program in November 2019 to coincide with the introduction of the State-wide ban on single use plastic bags, to support Council's Whittlesea 2040 objective of being leaders in clean, sustainable living.

**CARRIED**

The Substantive Motion was then put and carried.

**DIVISION**

Immediately after the substantive motion was voted on, Cr Sterjova called for a division which resulted in the following votes being recorded.

<b>For</b>	<b>Against</b>	<b>Abstained</b>
Cr Pavlidis	Cr Monteleone	Nil
Cr Kozmevski		
Cr Alessi		
Cr Cox		
Cr Sterjova		
Cr Joseph		
Cr Desiato		
Cr Kirkham		

Based on the votes cast during the Division, the motion was carried.

**CARRIED**



**8. QUESTIONS TO OFFICERS**  
**NIL**



**9. URGENT BUSINESS****Chief Executive Officer Explanatory Note**

*At Item 6.4.4 Epping Cemetery Trust - Freedom of Information requests and Abstract of Account, Council appointed the Mayor to sign the Abstract of Accounts for the 2018/19 financial period. A second Councillor is required to sign the Abstract of Account.*

**9.1 URGENT BUSINESS ITEM 6.4.4 EPPING CEMETERY TRUST - FREEDOM OF INFORMATION REQUESTS AND ABSTRACT OF ACCOUNTS**

Cr Pavlidis sought leave of the Council to admit an item of urgent business to appoint an additional Councillor to sign the Abstract of Accounts for the 2018/19 financial period for Item 6.4.4 Epping Cemetery Trust - Freedom of Information requests and Abstract of Accounts.

**MOTION**

**MOVED:** Cr Kozmevski

**SECONDED:** Cr Pavlidis

**THAT Council resolve that this matter be dealt with as an item of Urgent Business.**

**CARRIED**

**COUNCIL RESOLUTION**

**MOVED:** Cr Pavlidis

**SECONDED:** Cr Kozmevski

**THAT Council acting in its capacity as the Epping Cemetery Trust, resolve to Nominate an additional Councillor, Cr Kozmevski to sign the Abstract of Accounts for the 2018/19 financial period.**

**CARRIED**





**10. REPORTS FROM DELEGATES APPOINTED TO COUNCIL BY OTHER BODIES  
NIL REPORTS**

**11. CONFIDENTIAL BUSINESS**

**11.1 PARTNERSHIPS, PLANNING & ENGAGEMENT  
NIL REPORTS**

**11.2 COMMUNITY SERVICES  
NIL REPORTS**

**11.3 CITY TRANSPORT AND PRESENTATION  
11.3.1 RECYCLED WASTE PROCESSING OPTIONS**

**11.4 CORPORATE SERVICES  
NIL REPORTS**

**11.5 EXECUTIVE SERVICES  
NIL REPORTS**

**11.6 NOTICES OF MOTION  
NIL REPORTS**

**COUNCIL RESOLUTION**

**MOVED:** *Cr Pavlidis*  
**SECONDED:** *Cr Kozmevski*

**THAT Council resolve to close the meeting to members of the public for the purpose of considering details relating to the confidential matters above in accordance with Section 89(2) of the Local Government Act 1989 as follows:**

**11.3.1 RECYCLED WASTE PROCESSING OPTIONS**  
*Confidential in accordance with Section 89(2)(d) of the Local Government Act 1989.*

**CARRIED**

**ACCORDINGLY, THE MEETING WAS CLOSED TO THE PUBLIC AT 9:39PM.**

**THE MEETING WAS RE-OPENED TO THE PUBLIC AT 10:06PM.**

**12. CLOSURE**

**THERE BEING NO FURTHER BUSINESS THE MAYOR DECLARED THE MEETING CLOSED AT 10:06PM.**

**CONFIRMED THIS 3<sup>RD</sup> DAY OF SEPTEMBER 2019**

**CR LAWRIE COX  
MAYOR**