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AGENDA

ORDINARY MEETING OF COUNCIL FOR

MONDAY 23 FEBRUARY 2015

**TO BE HELD AT COBRAM CIVIC CENTRE, PUNT ROAD, COBRAM
COMMENCING AT 6:00 PM**

- 1. CALLING TO ORDER - CEO**
- 2. PRAYER**

Almighty God we humbly ask you to guide our deliberations for the welfare and benefit of the Moira Shire and its people whom we serve.

Amen

- 3. ACKNOWLEDGEMENT OF COUNTRY**

We, the Moira Shire Council, would like to acknowledge the traditional owners of the land upon which we meet and pay our respects to their Elders both past and present.

- 4. APOLOGIES & REQUESTS FOR LEAVE OF ABSENCE**
- 5. DECLARATION UNDER ACTS, REGULATIONS, CODES OR LOCAL LAWS**
- 6. DECLARATION OF ANY INTEREST OR CONFLICT OF INTEREST**
- 7. CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

Recommendation: "That the minutes of the Ordinary Council Meeting held on Monday 8 December 2014 and the minutes of the Special Ordinary Council Meeting held on Wednesday, 21 January 2015, as prepared and circulated, be confirmed."

- 8. COUNCILLOR REPORTS**

NIL

9. OFFICER REPORTS FOR DETERMINATION

9.1 CORPORATE

9.1.1	FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015	4
9.1.2	QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014	11
9.1.3	PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012	29
9.1.4	PROJECT MANAGEMENT SYSTEM	48
9.1.5	APPOINTMENT AND AUTHORISATION OF COUNCIL OFFICERS UNDER THE PLANNING AND ENVIRONMENT ACT 1987	54
9.1.6	REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF	58
9.1.7	2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT	131
9.1.8	SECTION 86 COMMITTEE OF MANAGEMENT REPRESENTATIVE APPOINTMENTS - AMENDMENTS	190

9.2 INFRASTRUCTURE

9.2.1	PROPOSAL TO DISCONTINUE HAMILTON LANE COBRAM	194
9.2.2	52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK	198
9.2.3	52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA	212
9.2.4	DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON 235	
9.2.5	PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN	247
9.2.6	ROAD CLOSURE OF UNNAMED ROAD IN TUNGAMAH	257
9.2.7	APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON	261
9.2.8	APPLICATION TO AMEND CONDITION ON PERMIT 52013662 - BUILDINGS & WORKS: EXTENSION TO HOTEL, ALTERATION OF LIQUOR LICENCE & REDUCTION IN CAR PARKING REQUIREMENTS AT 7-9 CARTER STREET, KATUNGA	317
9.2.9	LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU	330
9.2.10	LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND YARRAWONGA	365

9.2.11	LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA TELECOMMUNICATIONS TOWER	403
9.2.12	CREATION OF A CARRIAGEWAY EASEMENT - SHINNICKS ROAD, NUMURKAH	412
10.	OFFICER REPORTS FOR INFORMATION AND DECISION	
	10.1 CORPORATE	
10.1.1	ASSEMBLIES OF COUNCILLORS	416
	10.2 INFRASTRUCTURE	
	NIL	
11.	ACTION OFFICERS LIST	
11.1	ACTION OFFICERS LIST	427
12.	NOTICES OF MOTION	
	NIL	
13.	PETITIONS AND JOINT LETTERS	
13.1	PETITION TO DEVELOP PARK LAND FROM BIRCH CRESCENT TO MAPLE CRESCENT ADJACENT TO ELM COURT NUMURKAH	432
13.2	PETITION, SPEED LIMIT, STRATHMERTON	434
13.3	PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE	443
14.	COUNCIL SEAL	
	NIL	
15.	GENERAL BUSINESS	477
16.	QUESTIONS FROM PUBLIC GALLERY	478
17.	MEETING ADJOURNMENT	479
18.	CONFIDENTIAL BUSINESS	
19.	CONFIDENTIAL ACTION OFFICERS LIST	
20.	URGENT OR GENERAL CONFIDENTIAL BUSINESS	
21.	CLOSE OF MEETING	



MARK HENDERSON
CHIEF EXECUTIVE OFFICER

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.1
(ASSISTANT FINANCIAL ACCOUNTANT,
ANDREW WILSON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015

RECOMMENDATION

That Council receives and notes the Financial Position Report as at 31 January 2015.

1. Executive Summary

Moira Shire Council				
Executive Summary - Funding Analysis January 2015				
Operating Income Statement	Ref	Budget 14/15	Sep 14/15 Forecast	Actuals YTD January 14/15
Income				
Operating Grant		(11,215,994)	(11,279,101)	(6,084,563)
Operating Contributions		(93,600)	(68,600)	(39,984)
Reimbursements		(49,532)	(53,678)	(48,428)
Statutory Fees & Fines		(883,576)	(883,776)	(468,844)
User Charges		(2,637,997)	(2,678,264)	(1,387,882)
Other Revenues		(6,723,275)	(6,324,823)	(6,207,670)
Interest Income		(300,000)	(360,000)	(197,423)
Net Proceeds - Land for resale		(10,000)	(52,000)	(73,182)
Total Income		(21,913,974)	(21,700,242)	(14,507,976)
Expenditure				
Employee Costs		18,891,539	15,416,798	9,742,714
Contractors		6,012,759	5,646,056	2,439,228
Materials & Services		11,461,566	11,558,362	5,196,833
Utilities		968,072	1,087,472	504,201
Other Expenses		4,320,149	4,278,011	2,573,869
Interest on Borrowings		527,476	527,476	320,378
Visitor Information Centres		-	-	-
Bad & Doubtful Debts		5,000	5,000	-
WDV of Disposal of Assets		60,129	60,129	39,326
Total Expenditure		42,246,690	38,579,304	20,816,549
Net Operational (Inflow) / Outflow		20,332,716	20,106,895	6,332,812
Funding available through				
Rates and charges		25,812,968	25,762,157	24,705,468
Rate funds available for Capital Projects	A	5,480,252	5,655,262	18,372,656
Capital Expenditure		10,720,189	12,270,645	2,999,240
Capital External funding		(6,146,409)	(5,883,045)	(2,209,494)
Net Council Funding of Capital Projects	B	4,573,780	6,387,600	789,746
Surplus of Rate Funds after funding Capital Projects	A - B	906,472	(732,338)	17,582,910
Equity Inflow / (Outflow)		(829,560)	720,896	(473,855)
Net Rate Funds Surplus / (Shortfall)		76,912	(11,442)	17,109,055

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(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)

2. Background and Options

Moira Shire Council				
Funding analysis by Department and Income Statement Reconciliation - January 2015				
Operational (Inflow) and Outflow:				
Department	Inc/Exp	Budget 14/15	Sep 14/15 Forecast	Actuals YTD January 14/15
Business and Innovation	O-EX	2,365,223	2,350,965	1,151,308
	O-IN	(120,600)	(143,600)	(180,805)
Outflow funded by Rates & Charges		2,244,623	2,207,365	970,503
Communications and Engagement	O-EX	1,475,557	1,495,957	571,492
	O-IN	(24,500)	(24,500)	(19,195)
Outflow funded by Rates & Charges		1,451,057	1,471,457	552,297
Community Service Delivery	O-EX	5,911,537	5,911,537	3,165,843
	O-IN	(963,558)	(963,558)	(764,313)
Outflow funded by Rates & Charges		4,947,979	4,947,979	2,401,530
Construction and Assets	O-EX	3,303,404	3,359,022	1,745,881
	O-IN	(330,711)	(322,153)	(291,498)
Outflow funded by Rates & Charges		2,972,693	3,036,869	1,454,383
Disaster Recovery	O-EX	-	-	36,400
	O-IN	-	-	(253,995)
Outflow funded by Rates & Charges		-	-	(217,595)
Finance	O-EX	3,418,808	3,425,092	1,427,007
	O-IN	(6,910,965)	(7,007,781)	(3,238,982)
Outflow funded by Rates & Charges		(3,492,157)	(3,582,689)	(1,811,975)
Governance Services	O-EX	917,851	917,851	419,126
	O-IN	(1,400)	(1,106)	(1,617)
Outflow funded by Rates & Charges		916,451	916,745	417,509
Office of CEO	O-EX	1,910,767	1,844,469	1,079,669
	O-IN	(29,999)	(35,142)	(31,085)
Outflow funded by Rates & Charges		1,880,768	1,809,327	1,048,584
Operations	O-EX	9,388,038	9,432,038	5,513,766
	O-IN	(3,904,228)	(3,923,519)	(1,984,192)
Outflow funded by Rates & Charges		5,483,810	5,508,519	3,529,574
People & Organisational Development	O-EX	1,652,084	1,492,084	755,986
	O-IN	(10,961)	(10,961)	(7,034)
Outflow funded by Rates & Charges		1,641,123	1,481,123	748,952
Safety Amenity & Environment	O-EX	7,853,759	7,451,056	3,237,449
	O-IN	(8,983,191)	(8,561,700)	(7,286,753)
Outflow funded by Rates & Charges		(1,129,432)	(1,110,644)	(4,049,304)
Town Planning & Building	O-EX	1,459,989	1,467,393	674,657
	O-IN	(577,192)	(577,192)	(350,291)
Outflow funded by Rates & Charges		882,797	890,201	324,366
Information Services	O-EX	2,589,673	2,659,673	1,065,596
	O-IN	(56,669)	(129,030)	(101,608)
Outflow funded by Rates & Charges		2,533,004	2,530,643	963,988
Property Risk and Compliance	O-EX	-	-	-
Outflow funded by Rates & Charges		-	-	-
Net Operational (Inflow) / Outflow		20,332,716	20,106,895	6,332,812

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GOVERNANCE, DOUG SHARP)

FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)

	Budget 14/15	Sep 14/15 Forecast	Actuals YTD January 14/15
Funds available through			
Rates and charges	25,812,968	25,762,157	24,705,468
Rate funds available for Capital projects	5,480,252	5,655,262	18,372,656
Capital Outflow	10,720,189	12,270,645	2,999,240
Capital Inflow	(6,146,409)	(5,883,045)	(2,209,494)
Net Council Funding required for Capital Projects	4,573,780	6,387,600	789,746

	Budget 14/15	Sep 14/15 Forecast	Actuals YTD January 14/15
Equity Inflow / (Outflow)			
Repayment of Loans	829,560	829,560	473,855
Fund from Equity reserves for Capital carryover		1,550,456	
Net Rate Funds Surplus / (Shortfall)	76,912	(11,442)	17,109,055
Reconciliation with Income Statement			
Net Rate Funds Surplus / (Shortfall)	76,912	(11,442)	17,109,055
Eliminate Balance Sheet items			
Repayment of Loans	829,560	829,560	473,855
Fund from Equity reserves for Capital carryover	-	(1,550,456)	-
Capital Expenditure Capitalised as Assets	10,720,189	12,270,645	2,999,240
Accounting for Non-cash items			
Depreciation Expense and amortisation	(8,740,057)	(8,740,057)	(5,098,367)
Share Profit/Loss Associated Entity	(20,000)	(20,000)	-
Landfill - Interest Unwinding Discount	(429,831)	(429,831)	-
WDV of Infrastructure Replaced	(200,000)	(200,000)	-
Contributions - Non-Monetary Assets	200,000	200,000	-
Income Statement Surplus / (Deficit)	2,436,773	2,348,419	15,483,783

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND PROCESSES

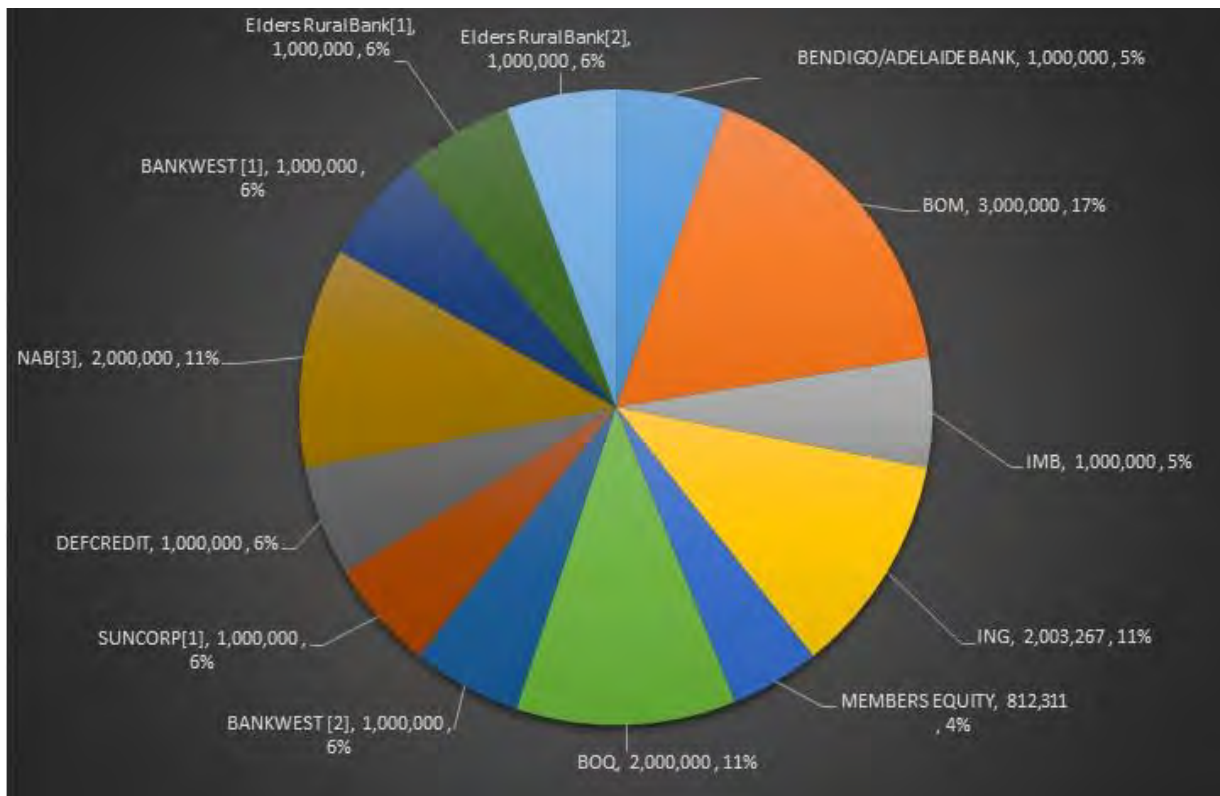
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(ASSISTANT FINANCIAL ACCOUNTANT,
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FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)

Current Investments as at 31 Jan 2015

Bank	Deposit amount
BENDIGO/ADELAIDE BANK	1,000,000
BOM	3,000,000
IMB	1,000,000
ING	2,003,267
MEMBERS EQUITY	812,311
BOQ	2,000,000
BANKWEST [2]	1,000,000
SUNCORP[1]	1,000,000
DEFCREDIT	1,000,000
NAB[3]	2,000,000
BANKWEST [1]	1,000,000
Elders Rural Bank[1]	1,000,000
Elders Rural Bank[2]	1,000,000
Grand Total	17,815,578

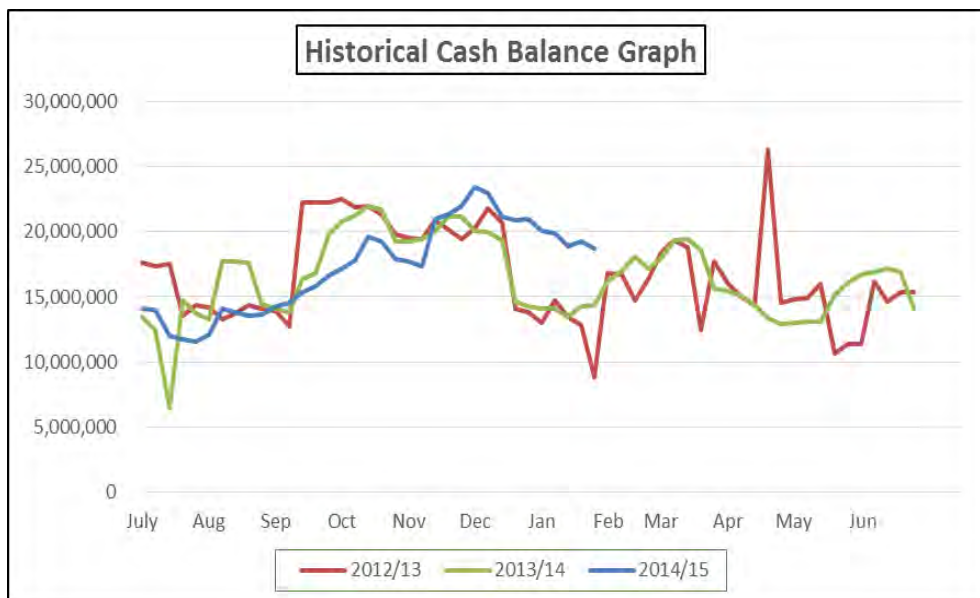
Active Investment Spread as at 31 Jan 2015



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3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.1
(ASSISTANT FINANCIAL ACCOUNTANT,
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FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)



Quarterly Cash Position Projection - March 2015	
	\$
Cash and cash equivalents as per Balance Sheet - 31 Jan 2015	18,739,557
Confirmed inflow/(outflow) recorded in the books of accounts as of date	
Creditors - invoices registered in the system	(261,780)
Payroll [average payroll payout amount \$650k per FN]	(2,600,000)
Fire Services levy - due to SRO [net of Creditors & Debtors]	(311,446)
Loan installment due for the month	(138,774)
Estimated future (outflows) and inflows up to 31 Mar 2015	
Creditors - estimated quarterly payout \$2.5 million per month)	(5,000,000)
Rates	5,848,465
Capital Grants	2,096,345
Operating Grants	2,627,374
Following restrictions imposed on Cash and cash equivalents by regulations or other externally imposed restrictions or by commitments made by Council	
Restricted reserves - Open Space, Car Parking & Net Gain Native	
Vegetation reserves	(1,262,937)
Long Service Leave	
Current	(1,651,139)
Non-current	(280,970)
Trust Funds and Deposits	(554,458)
Unexpended Grants [estimated for the year end]	(750,000)
Projected Cash Balance as at 31 March 2015	16,500,237

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND PROCESSESITEM NO: 9.1.1
(ASSISTANT FINANCIAL ACCOUNTANT,
ANDREW WILSON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)**FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)**

Rates & Other Debtors Report - January 2015			
Rate Collection			
General Rates & Charges	Jan-14	Jan-15	Movements
Arrears carried forward	1,310,464	1,769,327	458,863
Total rates to be collected (amount levied)	29,168,983	31,090,880	1,921,897
Collection to date	15,351,222	18,694,980	3,343,758
No. of rateable assessments	17,047	17,449	402
Rateable Valuation C.I.V	4,764,726,000	4,969,769,600	205,043,600
Supplementary rate increase since adopted budget	83,541	(7,433)	(90,974)
Fire Services Levy			-
Fire Services Levied	3,605,359	3,544,021	(61,338)
Fire Services Rebates/Concessions/Cancellations & Collections	1,500,253	1,976,698	476,445
Supplementary Fire Services	1559	(3,502)	(5,061)
Debtors & Infringements			
Special Rate Debtors	Nov-14	Jan-15	
Principal Outstanding	37,860	36,782	1,078
Interest Outstanding	1,606	2,092	(486)
Total	39,466	38,874	592
Sundry Debtors	Nov-14	Jan-15	
Current	253,032	608,004	(354,972)
30 Days	159,500	11,725	147,775
60 Days	3,827	1,558	2,269
90 Days	2,347	1,989	358
> 90 Days	273,459	58,213	215,246
Total	692,165	681,489	10,676
Infringements	Nov-14	Jan-15	
Balance Outstanding	137,920	151,469	(13,549)

3. Financial Implications

There are no financial implications outside of the normal quarterly review.

4. Risk Management

There are no risk management issues to consider within this report.

5. Internal and External Consultation

The following members of staff were consulted:

- Acting General Manager – Corporate;
- Finance Manager;
- Team Leader, Financial Accountant;
- Finance Analysts;

Council's Financial Position Report is provided on a monthly basis for public viewing in accordance with Council's open and transparent governance policy.

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3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.1
(ASSISTANT FINANCIAL ACCOUNTANT,
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(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

FINANCIAL POSITION REPORT AS AT 31 JANUARY 2015 (cont'd)

6. Regional Context

There are no regional context issues to consider within this report.

7. Council Plan Strategy

The report assists Council to deliver on its organisation plan strategy by ensuring sound financial management practices.

8. Legislative / Policy Implications

The report complies with:

- the Local Government Act S.136; and
- Council's Budget and Financial Reporting Policy.
- The 2013/14 to 2016/17 Council Plan Strategic Goal 4 and Strategic Resource Plan

9. Environmental Impact

There are no environmental impacts associated with this report.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

Council's financial position as at 31 January 2015 is satisfactory, but it must continue to be managed prudently, particularly in the areas of capital income, capital expenditure and operational growth, for this situation to be maintained.

Attachments

Nil

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014**

RECOMMENDATION

That Council notes and approves the projections for the 2014/15 financial year contained in the December 2014 quarterly budget review.

1. Executive Summary

A comprehensive analysis has been undertaken of 2014/15 budget for the December quarter which represents a mid-year budget review. This analysis provides a sound basis for forecasting to the end of the year and a solid platform for preparing the 2015/16 budget.

The outcome of the review is that Council has a projected surplus of \$2,838,690 for the current financial year, which is an increase of \$490,270 from the projected surplus of \$2,348,419 in the approved September 2014 Forecast. A summary of the items contributing to the increased surplus includes:



- i. Increase in Operating Grants income \$150,934
- ii. Increase in other operating income \$114,260
- iii. Decrease in Capital Income (\$52,500)
- iv. Increase in Rates Income (interest) \$32,720
- v. Decrease in Materials & Services Costs (\$328,571)
- vi. Increase in Employee Costs \$93,986
- vii. Decrease in Contractors Costs (\$18,353)
- viii. Increase in other costs \$8,082

This detailed review also includes an update of Council's underlying financial position report for the current year, which shows an underlying deficit of \$1,091,846. It is important to note that this includes a conservative estimate in relation to Developer Contribution Income which is difficult to estimate at this point of the year. The last 3 years average income is approximately \$1.2M so there is a possibility that the final underlying position for the current year could be closer to break even.

Council's cash position has improved as have most of the VAGO indicators. Explanations for these outcomes are contained herein.

Background:

Council uses a reporting and monitoring system based on the concept of "traffic light" reporting to identify and indicate the level of concern regarding specific aspects of the finances. The two "lights" of green and red are used as explained below:

	Favourable variances with no risk - an improving situation
	Unfavourable variance where the situation needs monitoring and remedial action may be required either in the short term or in the long term

The following table summarises the forecast changes or movements arising from the December 2014 review:

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

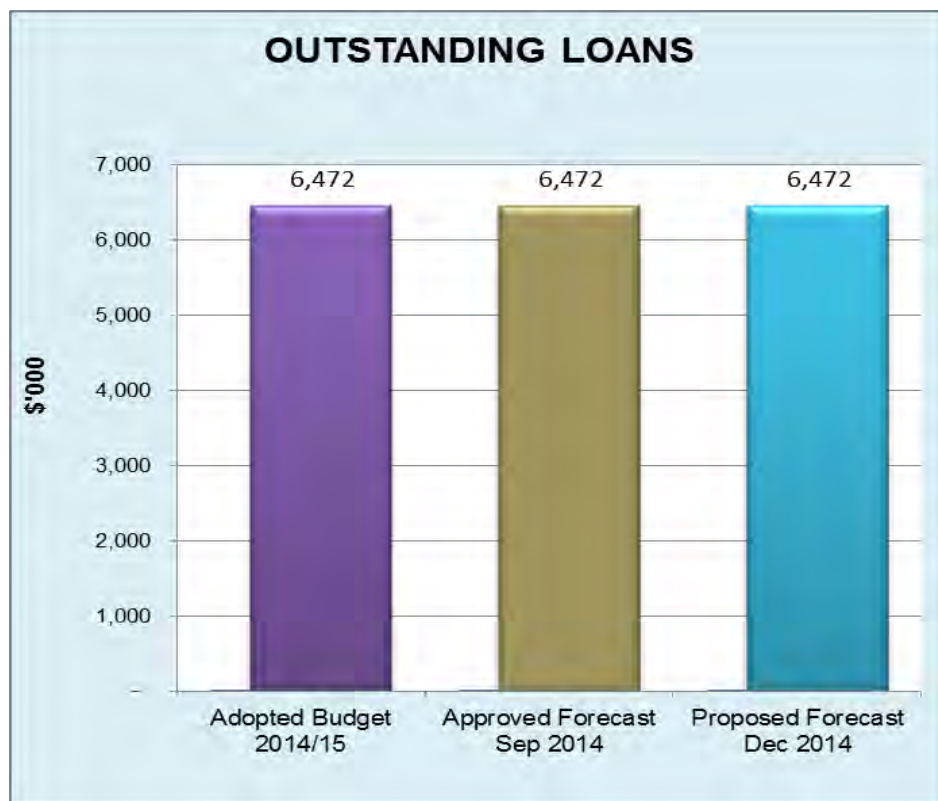
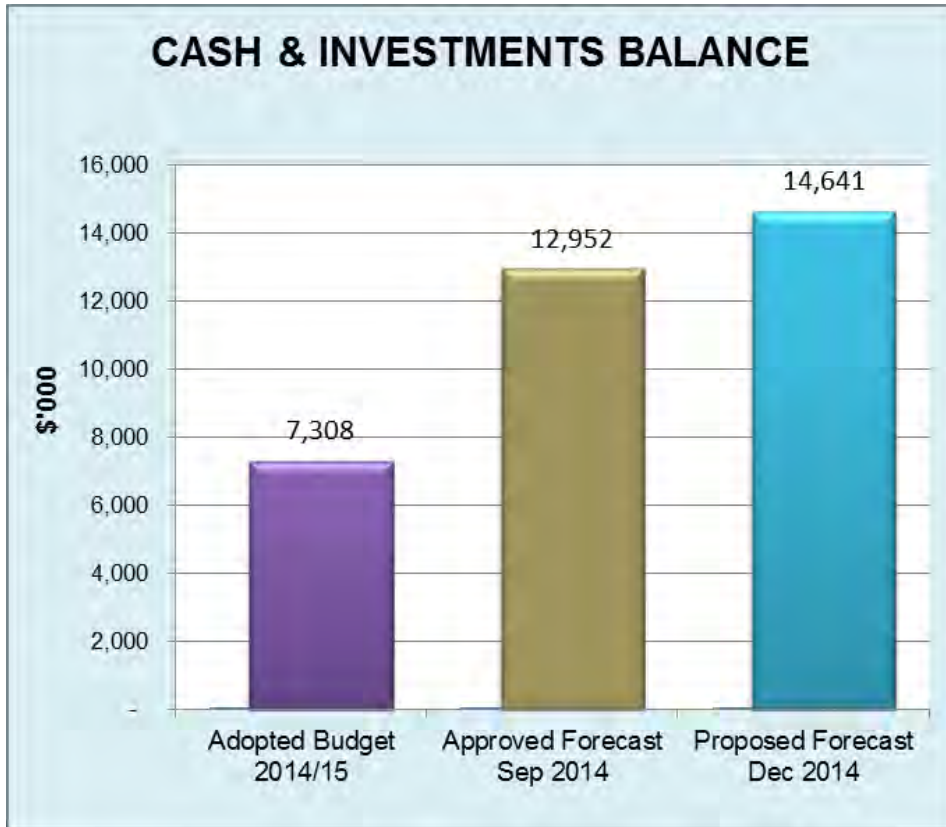
**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

Item	Adopted Budget 2014/15 \$	Approved Forecast Sep 2014 \$	Proposed Forecast Dec 2014 \$	Variance Sep 2014 vs Dec 2014 (Favourable / Unfavourable) \$	Comments
BALANCE OF CASH & INVESTMENTS	7,307,868	12,951,573	14,640,501	1,688,928	Increase mainly due to postponement of Capital projects [Cobram Library & others] to 2015/16 and other Operational savings
OUTSTANDING LOANS	6,471,942	6,471,942	6,471,941	(1)	
CAPITAL EXPENDITURE	10,720,189	12,270,645	10,918,637	(1,352,008)	Variance mainly driven by project timing delays in Cobram Library & inability to secure grant funding for Yarrowonga Aerodrome
CAPITAL INCOME (A)	6,146,409	5,883,046	5,856,155	(26,891)	Variance mainly driven by delay in securing grant funding for Yarrowonga Aerodrome offset by recognition of grant funding for Black Spot Program (Karook St.) delayed from 2013/14 financial year.
OPERATING INCOME (B)	47,885,193	47,620,648	47,892,953	272,305	Variance driven by additional grants & contributions received to cover the cost of new activities, increased receipts of interest on outstanding rate payments and confirmation of State Government contribution to costs of administering Fire Services Levy.
TOTAL EXPENSES (C)	51,594,828	51,155,275	50,910,418	(244,857)	Variance driven by savings identified across various programs, including improvements in delivery of IT services to Council staff and the rollout of the Watts Working Better program.
SURPLUS	2,436,774	2,348,419	2,838,690	490,270	A + B - C

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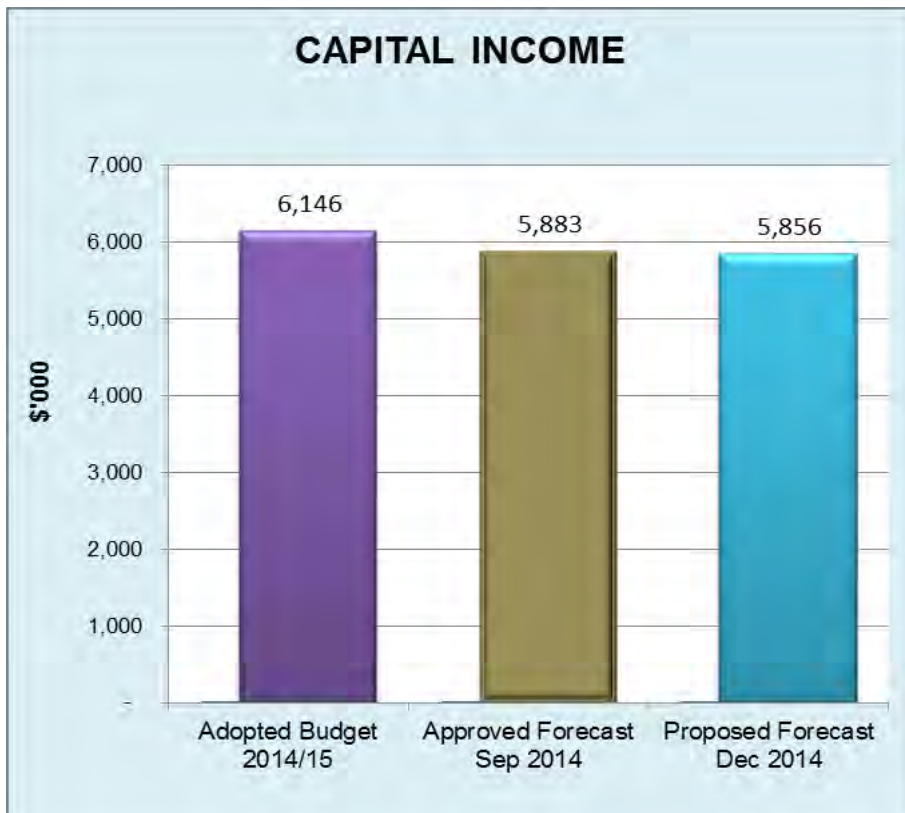
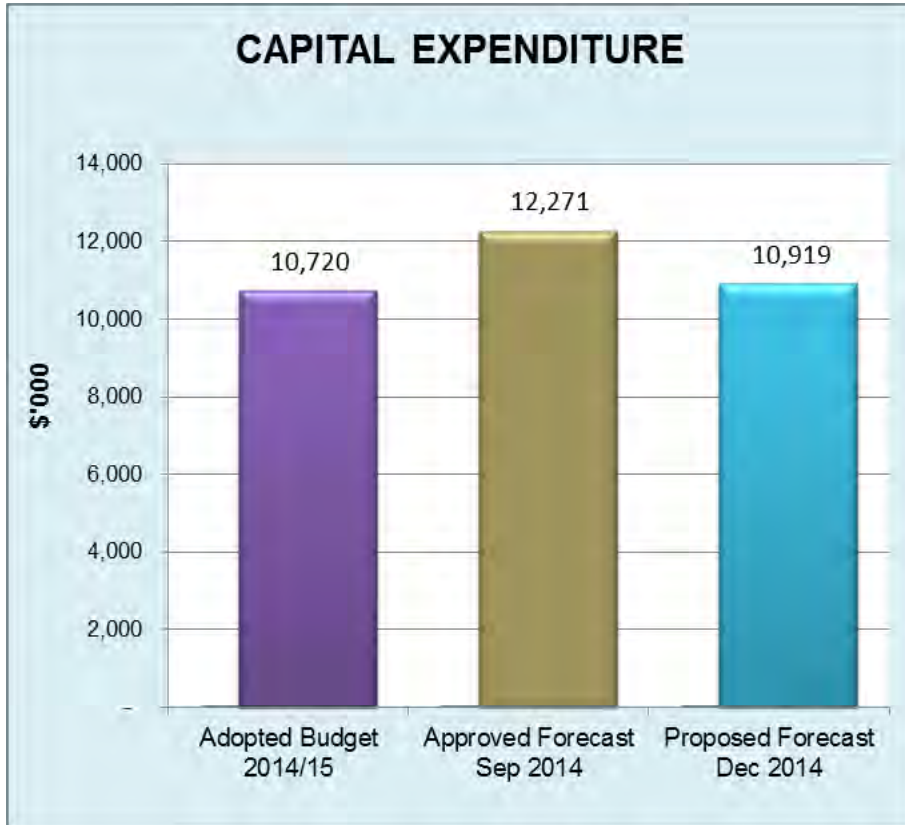
**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**



FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
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(ACTING DIRECTOR CORPORATE
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**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**



FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

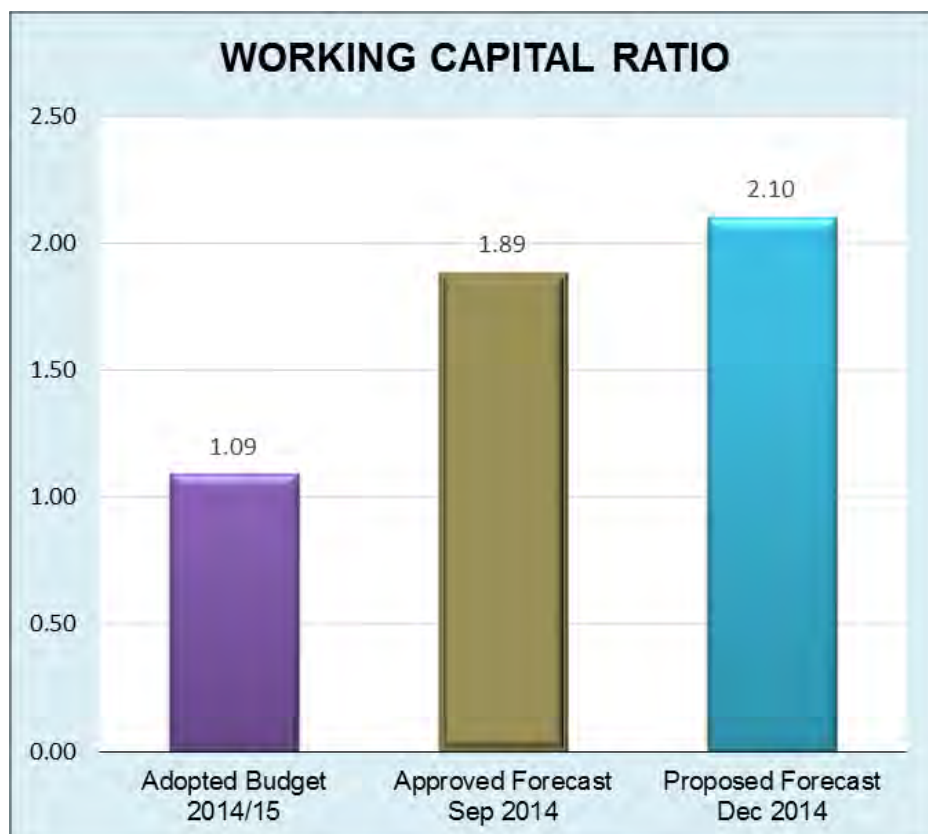
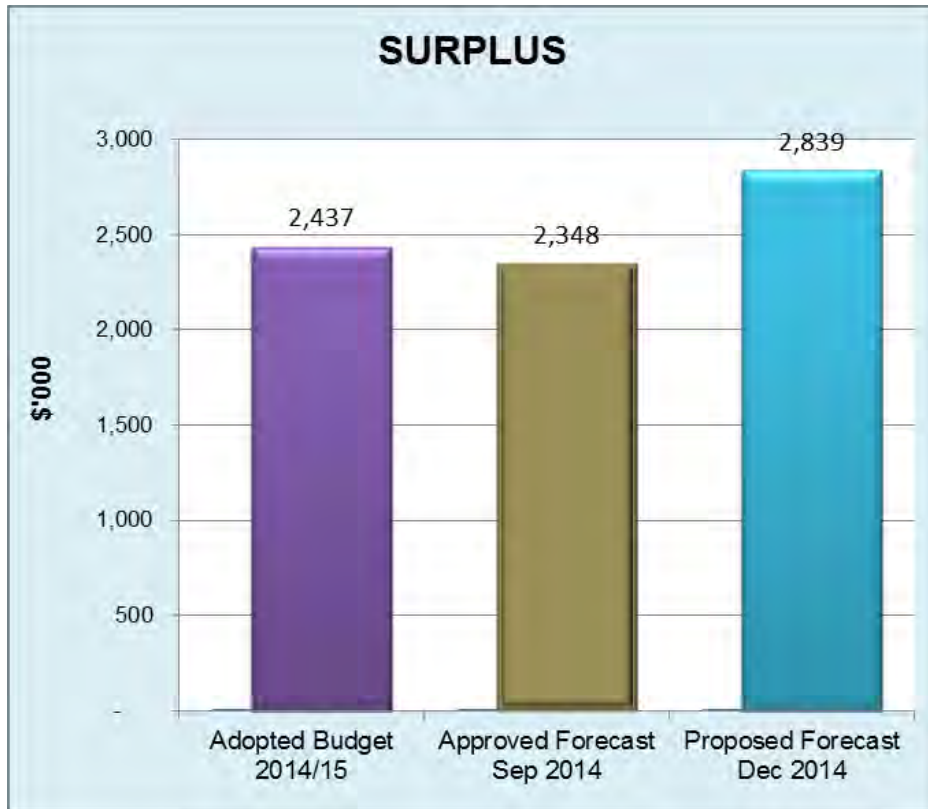
**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**



FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

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(TEAM LEADER - FINANCIAL
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**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**



FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSESITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)****2. Discussion****2.1 Summary of changes to projected operating surplus for the 2014/15 financial year**

The surplus for the Proposed Forecast December 2014 is expected to be \$2,838,690 – an increase in the surplus of \$490,270 compared to the approved September 2014 Forecast surplus of \$2,348,419. The major reasons for this increase in the surplus are as follows:

Surplus App Sep 2014 Forecast Vs Proposed Dec 2014 Forecast	Favourable / (Unfavourable) \$
Surplus – Approved September 2014 Forecast	2,348,419
Increase in Rates income	32,720
Decrease in Capital Income	(52,500)
Increase in Operating Grants	150,934
Income from investments	-
Other various variations to operating income	114,260
Employee Costs	(93,986)
Material & Services	328,571
External Contract Services	18,353
Other various variations to operating expenditure	(8,082)
Proposed December 2014 Forecast Surplus	2,838,690

Council has a forecast surplus of \$2,838,690. The significant points are as follows:

- a) Increase in Rates Income – Interest charged on outstanding rates higher than planned.
- b) Decrease in Capital Income – A delay in not being able to secure grant funding for the Yarrowonga Aerodrome (caused by change of State Government) offset by recognition of grant funding for a Black Spot Program (Karoo St. Cobram) delayed from 2013/14 year.
- c) Increase in Operating Grants – Receipt of several additional grants for one-off activities, where corresponding increase in expenditure is also forecast.
- d) Employee Costs – Variance driven by net impact of operating structure realignment
- e) Material & Services – Variance driven by a reduction in the cost of fuel for fleet, savings delivered through improvements in delivery of IT services to Council staff and other savings identified across various programs.

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
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GOVERNANCE, DOUG SHARP)

**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

2.2 Income Statement

Income Statement	Approved Budget 2014/15 \$	Approved Sep 2014 Forecast \$	Proposed Dec 2014 Forecast \$	Variance Sep 2014 Vs Dec 2014 Favourable / (Unfavourable) \$
Income				
Rates	31,901,299	31,428,298	31,461,018	32,720
Special Rates	-	-	-	-
Operating Grants	11,215,994	11,279,101	11,430,035	150,934
Capital Grants	5,934,400	5,648,036	5,595,536	(52,500)
Capital contributions	170,259	193,259	193,259	-
Contributions- cash	93,600	68,600	114,998	46,398
Contributions- non - monetary (Donated assets)	200,000	200,000	200,000	-
Reimbursements and Subsidies	49,532	53,678	59,822	6,144
User Charges	2,843,997	2,884,418	2,892,685	8,267
Statutory Fees and Fines	902,116	902,316	913,776	11,460
Interest	300,000	360,000	360,000	-
Other Revenue	410,405	433,988	447,566	13,578
Net Proceeds of Sale of Land Held for Resale	10,000	52,000	73,182	21,182
Net Gain on Disposal of Property, Plant & Equipment	-	-	7,231	7,231
Income Total	54,031,602	53,503,694	53,749,108	245,414
Expenditure				
Employee Costs	18,642,026	18,357,318	18,451,303	(93,986)
Materials & Services	11,423,766	11,558,362	11,229,791	328,571
External Contract Services	6,300,072	5,933,369	5,915,016	18,353
Utilities	968,072	1,087,472	991,972	95,500
Bad and Doubtful Debts	5,000	5,000	5,000	-
Depreciation	8,740,057	8,740,057	8,740,057	-
Other expenses	4,320,149	4,278,011	4,399,972	(121,961)
Interest on Borrowings	527,476	527,476	527,476	-
Interest on Unwinding of Discount of Provisions	429,831	429,831	429,831	-
Written Down Value of Infrastructure Replaced	200,000	200,000	200,000	-
Net Loss on Disposal of Property, Plant & Equipment	18,379	18,379	-	18,379
Share of Net Loss of Associated Entity	20,000	20,000	20,000	-
Expenditure Total	51,594,828	51,155,275	50,910,418	244,857
Operating Result	2,436,774	2,348,419	2,838,690	490,270

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

2.3 Statement of Cash Flow

Statement of Cash Flows	Adopted Budget 2014/15 \$	Approved Forecast Sep 2014 \$	Proposed Forecast Dec 2014 \$	Variance Sep 2014 Vs Dec 2014 Favourable / (Unfavourable) \$
Net cash flows provided by operating activities	12,104,497	11,788,540	12,099,916	311,376
Net cash flow used on investing activities	(10,863,563)	(12,402,019)	(11,024,467)	1,377,552
Net cash flows provided by financing activities	(862,565)	(873,097)	(873,097)	-
Net change in cash held	378,369	(1,486,576)	202,352	1,688,928
Cash at the beginning of the year	6,929,498	14,438,149	14,438,149	-
Cash at the end of the year	7,307,867	12,951,573	14,640,501	1,688,928

2.4 Balance Sheet

Balance Sheet	Adopted Budget 2014/15	Approved Forecast Sep 2014	Proposed Forecast Dec 2014	Variance Sep 2014 Vs Dec 2014 Favourable / (Unfavourable) \$
Current Assets	11,848,660	17,392,743	19,118,535	1,725,792
Non-Current Assets	593,884,432	502,905,318	501,553,310	(1,352,008)
Total Assets	605,733,092	520,298,061	520,671,845	373,784
Current Liabilities	10,852,896	9,215,339	9,098,853	116,486
Non-current Liabilities	12,015,960	14,070,270	14,070,270	-
Total Liabilities	22,868,856	23,285,610	23,169,123	116,486
Equity	582,864,236	497,012,451	497,502,722	490,270

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
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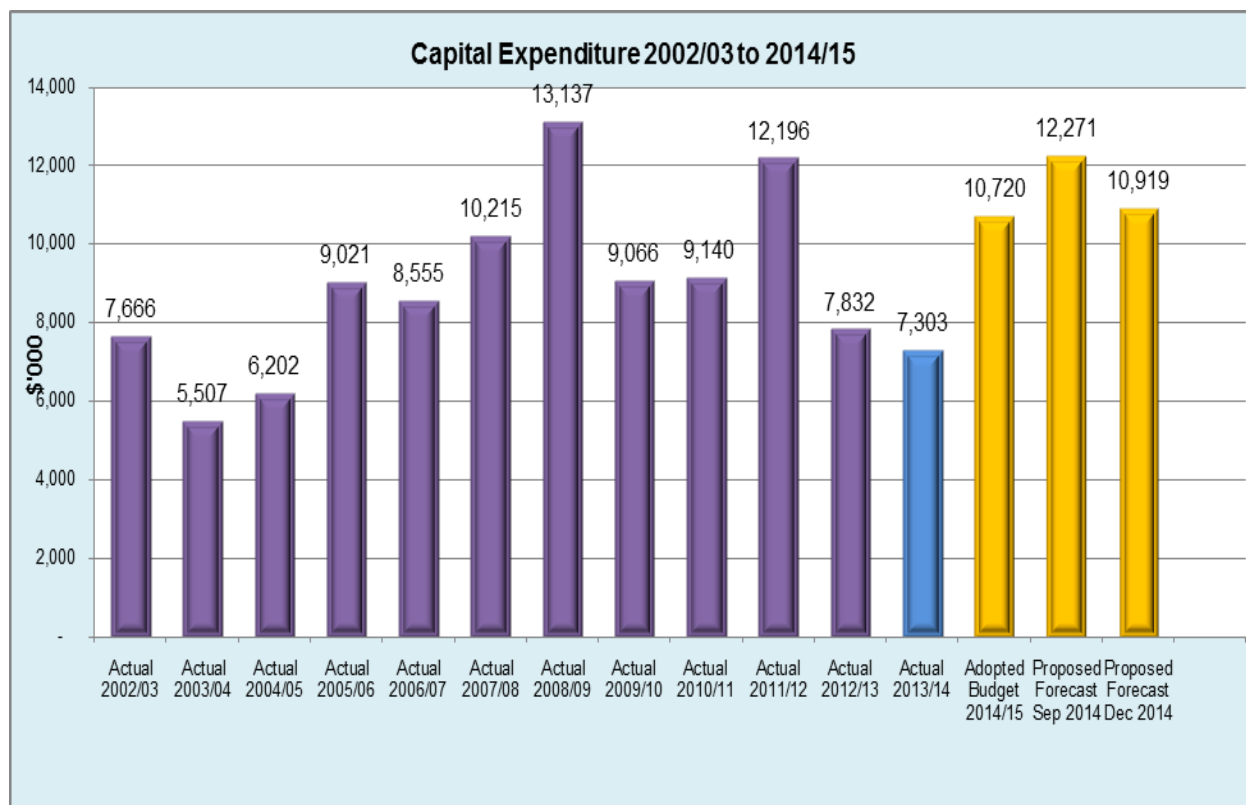
**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

2.5 Capital

	Approved Budget 2014/15 \$	Approved Sep 2014 Forecast \$	Proposed Dec 2014 Forecast \$	Variance Sep 2014 Vs Dec 2014 Favourable / (Unfavourable) \$
Total capital income	(6,146,409)	(5,883,046)	(5,856,155)	(26,891)
Total capital expenditure	10,720,189	12,270,645	10,918,637	1,352,008
Grand Total	4,573,780	6,387,599	5,062,482	1,325,117

2.6 Capital expenditure

Historical expenditure on capital works:

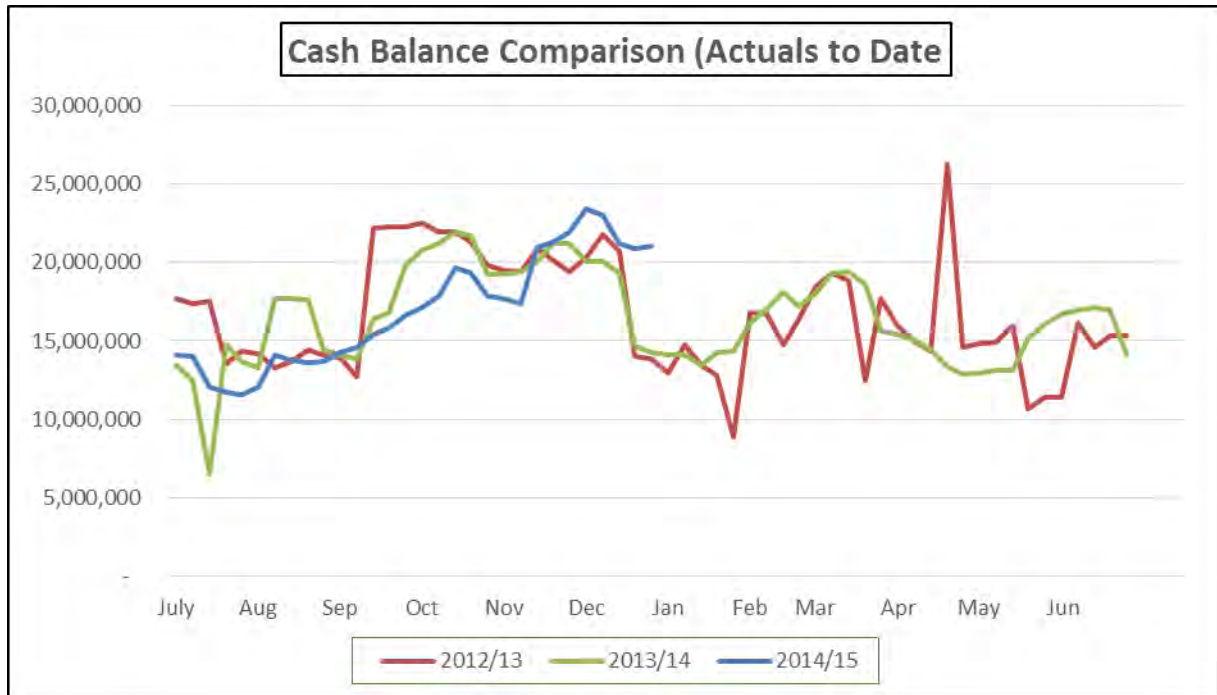


FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

2.7 Cash Balances



This graph represents the balance of cash assets which comprises cash at bank and on hand plus investments. The balance of cash assets remains in a sound position at \$21.0 million as at 31 December 2014.

2.8 Working Capital

Working capital equals current assets (assets which can be turned into cash within one year) less current liabilities (amounts owing by Council which need to be paid within one year).

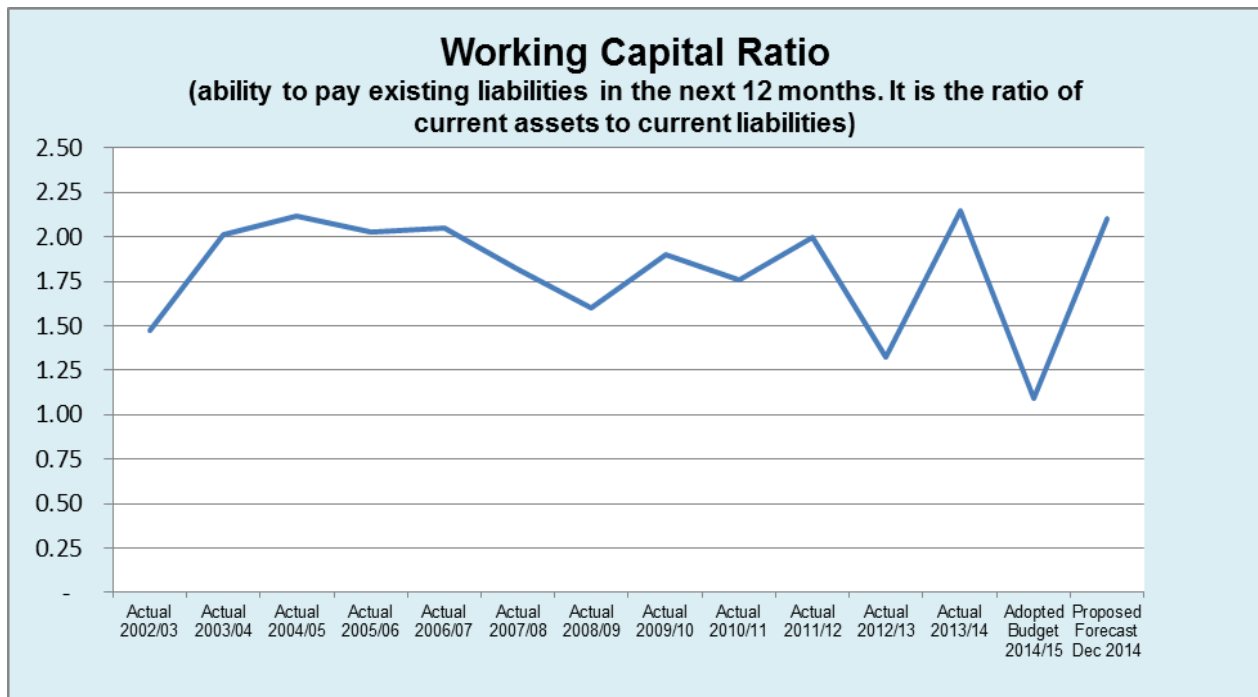
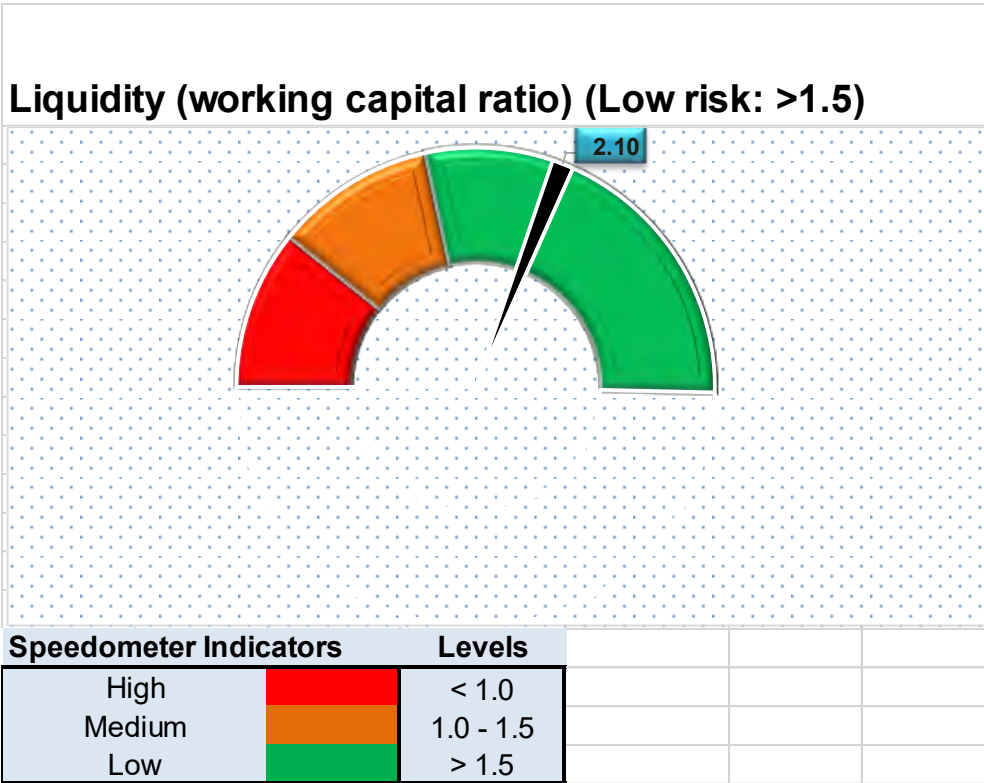
The working capital is projected to be \$10.0 million as at 30 June 2015. This would result in a working capital ratio of 2.1 which is above the low risk sustainability indicator of the Victorian Auditor-General's Office of better than 1.5. Council will continue to work hard to reduce expenditure and increase income to meet the VAGO ratio benchmark.

The long term financial plan model indicates that the working capital ratio (presently 2.1) will continue to meet the VAGO requirement.

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)



FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
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GOVERNANCE, DOUG SHARP)

QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)

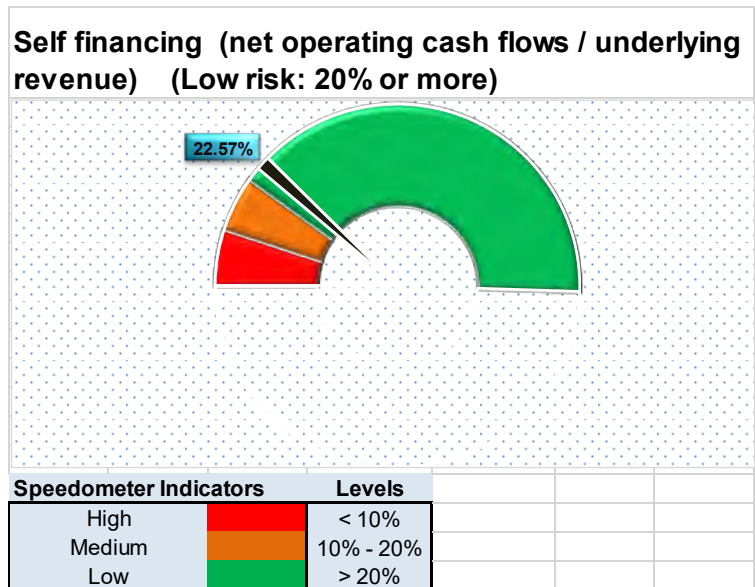
2.9 Financial Risks

Moving forward it is appropriate to examine risks as they may impact on the financial position of Council. The areas identified are flagged to highlight potential impacts on Council.

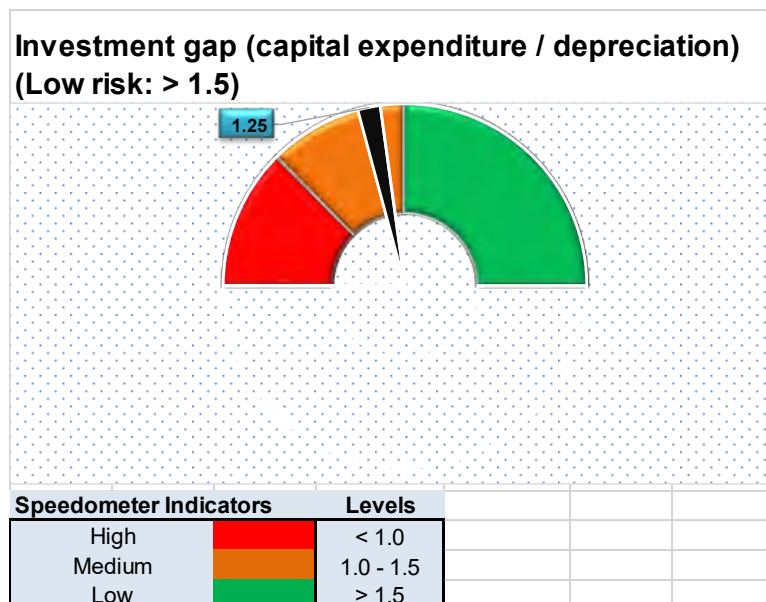
Capital Works

Council's capital works need to be managed prudently to strengthen Council's financial position and ensure Council meets all the low risk financial sustainability indicators as specified by the Victorian Auditor-General's Office.

Self-financing indicator measures the ability to replace assets using cash generated by the entity's operations.



Investment gap indicator compares the rate of spending on infrastructure with its depreciation.

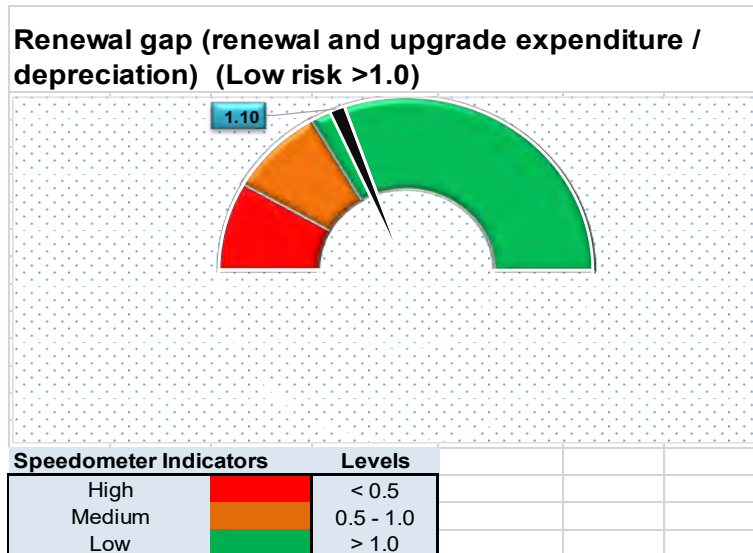


FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)

Renewal gap indicator compares the rate of spending on existing assets through renewing, restoring and replacing existing assets with depreciation.



Grant Income

Council has a significant level of government grants - \$17.0 million. These grants underpin several capital works projects and operating programs, all of which are of importance to the community. Capital grants, for 2014/15, total \$5.6 million and operating grants \$11.4 million. Due to the current cash-strapped position of the Government there is a declining trend of Grants as a proportion of the total income. The continuation of this level of funding will be monitored closely and to actively look for more income streams.

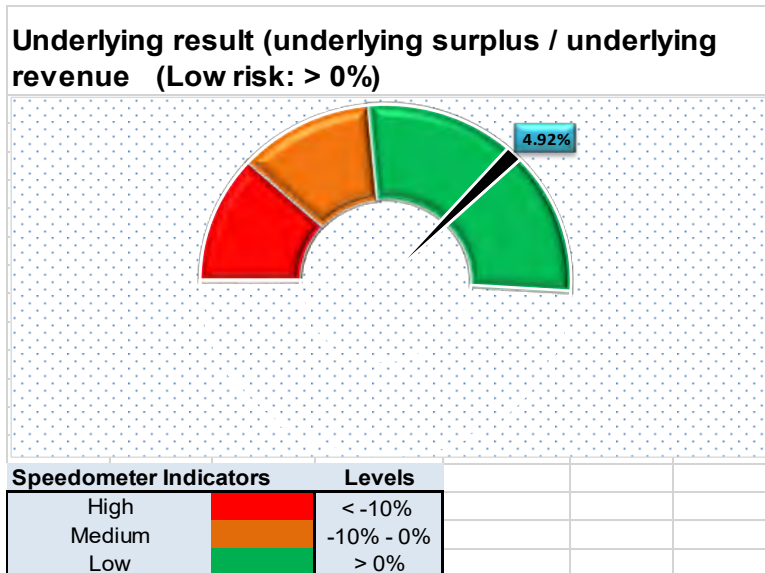
Underlying Result (VAGO definition)

In essence, the underlying result is the operating result after eliminating non-cash capital income, which is contributed assets from developers. Projected for 2014/15 this financial indicator is 4.92% and therefore well above the VAGO target of greater than zero.

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

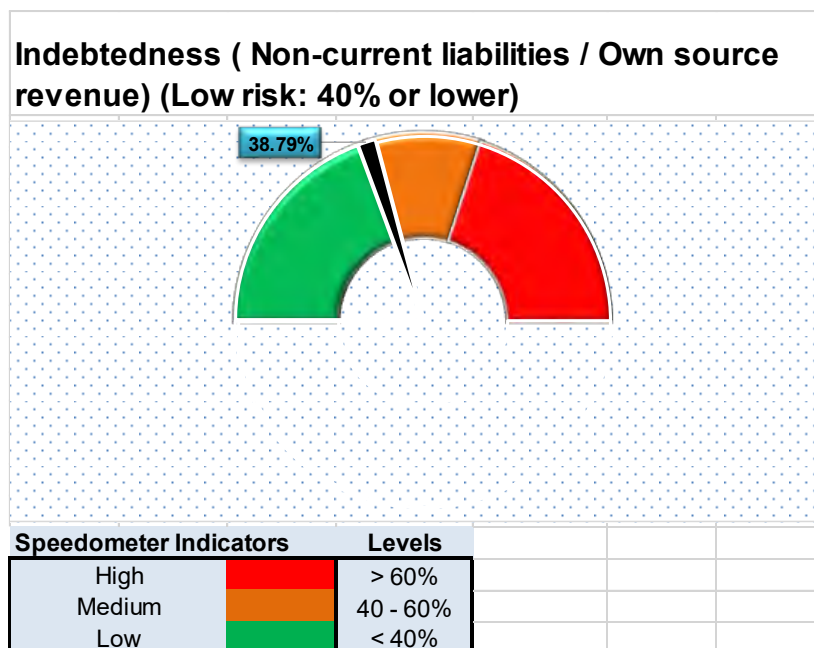
QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)



Indebtedness (Total long term liabilities / Own source revenue)

This ratio measures the ability for Council to pay its liabilities from its own sources of income, which excludes all grants and contributions. Council's long term liabilities include loans and Council's obligation to rehabilitate landfills.

To be in the low financial risk category VAGO suggests that the ratio be 40% or lower. Council's ratio is currently 38.79% and reduces gradually as Council's does not plan to avail of new loans.



2.10 Underlying Financial Position Report

At the December 2014 Council Meeting, a report was presented showing Council's underlying financial position for the previous 3 full years of actual results (2011/12, 2012/13 and 2013/14). As part of that report, it was proposed that as part of conducting the December review of the

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)

budget, the underlying position for 2014/15 be included taking into account the results of the December review.

The outcome of that review shows that Council has an underlying deficit of \$1,091,846 for 2014/15. The main adjustment taken up is to remove non-recurrent Capital Grant Income of \$3,930,536. There are no other extraordinary or non-recurrent events included in Council's budget for this year. It is, however, important to note that Developer Contributions for the previous 3 years averaged \$1.2M per year in income and that for 2014/15 an estimate of \$200,000 has been included as it is difficult to quantify an amount until later in the year. Therefore, it is possible that at the end of the year the underlying result may well be close to breakeven based on an average level of Developer Contributions being received.

3. Community Consultation

The Council's December 2014 budget review is provided for public viewing in accordance with Council's open and transparent governance policy.

4. Internal Consultation

The following members of staff were consulted:

- Corporate Management Team
- All Managers
- Team Leader - Financial Accountant
- Financial Accountant

5. Legislative / Policy Implications

This report complies with the Local Government Act 1989 and Council's Budget and Financial Reporting policy.

In accordance with Section 138 of the Local Government Act 1989, at least every three months the Chief Executive Officer must ensure a statement comparing the budgeted revenue and expenditure for the financial year with actual revenue and expenditure to date is presented to the Council.

6. Environmental Sustainability

Council's sound financial position continues to allow Council to implement and maintain its environmental projects.

7. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

8. Conclusion

The projected cash position is \$14.6 million as at 30 June 2015.

An operating surplus of \$2.8 million is forecast as at 30 June 2015.

A capital works program of \$10.9 million is currently forecast to be delivered as at 30 June 2015.

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE
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**QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION
REPORT) - DECEMBER 2014 (cont'd)**

Council's underlying financial position shows a deficit of \$1.1 million as at 30 June 2015.

Council financial position has continued to improve as represented in the financial statements and VAGO indicators.

Attachments

- 1 Underlying Financial Position - December 2014

FILE NO: 180.07.0021
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL ACCOUNTANT, RAMKI SUBRAMANIAM)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

QUARTERLY BUDGET REVIEW (INCORPORATING THE UNDERLYING POSITION REPORT) - DECEMBER 2014 (cont'd)

ATTACHMENT No [1] - Underlying Financial Position - December 2014

Moira Shire Council													
Comprehensive Income Statement analysis excluding "Extraordinary and Non-Recurrent Capital Income"													
Units in \$													
	2011/12			2012/13			2013/14			2014/15 - Forecast Dec 14			Comments
	As per Financial Stmt	Excluding "Extraordinary" & Non- recurrent Items	Revised Income Statement	As per Financial Stmt	Excluding "Extraordinary" & Non- recurrent Items	Revised Income Statement	As per Financial Stmt	Excluding "Extraordinary" & Non- recurrent Items	Revised Income Statement	As per Dec 14 Forecast	Excluding "Extraordinary" & Non- recurrent Items	Revised Income Statement	
Income													
Rates and Charges	25,506,316		25,506,316	27,691,718		27,691,718	26,916,674		26,916,674	31,461,018		31,461,018	
Special Rates	30,973		30,973										
Grants - Operating (recurrent)	10,634,366	(2,210,180)	8,424,206	8,806,745	(209,494)	8,597,251	4,885,642	(4,570,817)	9,456,459	9,745,168		9,745,168	Smoothing the advance payments received in June month relating to the next financial year
Grants - Operating (non-recurrent)	7,670,743	(6,200,000)	1,670,743	30,817,702	(29,249,251)	1,569,451	17,230,029	(15,913,113)	1,416,916	1,684,867		1,684,867	Flood Emergency related funding
Grants - Capital	4,273,644	(2,495,896)	1,777,948	5,746,083	(3,754,262)	1,991,821	4,169,885	(2,768,665)	1,401,200	5,595,536	(3,930,536)	1,665,000	Only Roads to Recovery Grants are Recurrent
Contributions - cash	952,135		952,135	307,952		307,952	583,943		583,943	308,257		308,257	Estimate used for Budget - actuals could amount to \$500k
Contributions - non-monetary assets	1,186,608		1,186,608	826,038		826,038	2,018,041		2,018,041	200,000		200,000	Estimate used for Budget - actuals could amount to more than a \$1 million
Reimbursements and Subsidies	151,629		151,629	85,526		85,526	82,991		82,991	59,822		59,822	
User Fees	2,548,668		2,548,668	2,724,289		2,724,289	2,726,841		2,726,841	2,892,685		2,892,685	
Statutory Fees and Fines	910,238		910,238	883,170		883,170	992,152		992,152	913,776		913,776	
Interest	775,088		775,088	614,568		614,568	525,679		525,679	360,000		360,000	
Net gain on disposal of asset held for sale				182,385		182,385				80,413		80,413	
Recognition of assets under Council control				3,393,432	(3,393,432)		4,569,882	(4,569,882)					Previously unrecognised assets
Share of net profit of investments in Associates accounted for by the equity method:										(20,000)		(20,000)	Budgeted for loss but Associate company could report a profit of \$50k
- Goulburn Valley Regional Library Corporation	58,794		58,794	45,459		45,459	93,254		93,254				
- Moira Arts and Culture Inc.							13,251		13,251				
Other	151,178		151,178	425,374		425,374	239,988		239,988	447,566		447,566	
Total Income	55,050,380	(10,905,856)	44,144,524	82,550,441	(36,605,439)	45,945,002	66,988,252	(18,580,863)	48,407,389	53,729,108	(3,930,536)	49,798,572	
Expenses													
Employee Costs	17,247,604	(184,099)	17,063,505	16,563,788	(447,818)	16,115,970	17,289,533	(258,896)	17,030,637	18,738,616		18,738,616	
Materials and Services	10,096,445	(2,901,362)	7,595,083	43,448,865	(33,840,849)	9,608,016	13,682,710	(3,859,461)	9,823,249	11,229,791		11,229,791	Flood Emergency related expenditure
Loss on disposal of infrastructure assets				3,936,962	(3,936,962)		2,287,179	(2,287,179)		200,000		200,000	WDV of Infrastructure replaced
Work in Progress expensed				2,352,826	(2,352,826)								Flood Emergency related expenditure
External Contract Services	5,287,544	(710,037)	4,577,507	8,127,409	(3,146,745)	4,980,664	11,179,423	(6,316,663)	4,862,760	5,627,703		5,627,703	Flood Emergency related expenditure
Utilities	901,698	(308)	901,390	1,034,778	(4,513)	1,030,265	1,218,437	(3,437)	1,215,000	991,972		991,972	Flood Emergency related expenditure
Bad and Doubtful Debts	10,750		10,750	11,120		11,120				5,000		5,000	
Depreciation	8,149,422	(886,540)	8,535,962	8,688,263	(886,540)	9,074,803	9,725,604	(781,280)	8,944,324	8,740,057		8,740,057	Depreciation due to correction of life and unit rate of Road Asset amounting to \$1.171 million has been divided equally back to three years.
Interest on Borrowings	683,770		683,770	649,282		649,282	587,100		587,100	527,476		527,476	
Interest on Unwinding of Discount on Provisions	449,991		449,991	276,228		276,228	265,407		265,407	429,831		429,831	
Work in Progress expensed in current year	70,948		70,948	30,950		30,950							
Small Plant Written off	48,509		48,509	13,159		13,159							
Fair Value Adjustment of Intangible Asset	386,309		386,309	29,222		29,222	108,565		108,565				
Net loss on Disposal of Property, Plant & Equipment	10,896		10,896	6,241		6,241	130,632		130,632				
Other Expenses	3,806,328	(6,300)	3,800,028	3,895,155	(15,815)	3,879,340	4,078,063	(8,654)	4,069,399	4,399,972		4,399,972	Flood Emergency related expenditure
Total Expenses	47,130,214	(3,015,565)	44,114,649	89,064,248	(43,358,987)	45,705,261	80,552,643	(13,515,570)	47,037,073	50,890,418		50,890,418	
Surplus / (Deficit) for the year	7,920,166	(7,890,291)	29,875	(6,513,807)	6,753,548	239,741	6,435,609	(5,065,293)	1,370,316	2,838,690	(3,930,536)	(1,091,846)	
Other Comprehensive Income													
Net asset revaluation increment (decrement)	(14,117,024)		(14,117,024)	26,888,387		26,888,387	(94,437,654)		(94,437,654)				
Total Comprehensive Result	(6,196,858)		(14,087,149)	20,374,580		27,128,128	(88,002,045)		(93,067,338)				

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER, LISA
DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE,
DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012

RECOMMENDATION

That:

1. Council notes the attached Procedures for disclosures under the *Protected Disclosure Act 2012* which have been established by the Chief Executive Officer.

1. Executive Summary

The *Protected Disclosure Act 2012* (the Act) came into force on 10 February 2013 replacing the repealed *Whistleblowers Protection Act 2001*. Council has developed the attached *Procedures for disclosures under the Protected Disclosure Act 2012* (the Procedures) as required by section 58 of the Act.

The Procedures establish a system for reporting disclosures of improper conduct or detrimental action by Council employees, contractors or the organisation to Council. Disclosures relating to Councillors must be made directly to the IBAC or the Ombudsman. Disclosures can be made by Councillors, employees or contractors and members of the public.

2. Background and Options

Section 58 of *Protected Disclosure Act 2012* (the Act) requires an entity such as Moira Shire Council that is able to receive disclosures, must establish procedures to facilitate the making of disclosures. Likewise the IBAC must also develop procedures to for receiving and handling disclosures made directly to them. The statutory timeframe for establishing procedures was by no later than 6 months after commencement of the legislation in February 2013.

The purposes of the *Protected Disclosure Act 2012* (the Act) are:

- (a) to encourage and facilitate disclosures of -
 - (i) improper conduct by public officers, public bodies and other persons; and
 - (ii) detrimental action taken in reprisal for a person making a disclosure under this Act; and
- (b) to provide protection for -
 - (i) persons who make those disclosures; and
 - (ii) persons who may suffer detrimental action in reprisal for those disclosures; and
- (c) to provide for the confidentiality of the content of those disclosures and the identity of persons who make those disclosures.

The Procedures developed are consistent with the Act, the regulations made under the Act and the any guidelines issued by the IBAC under section 57, which currently are:

- *Guidelines for making and handling protected disclosures*; and
- *Guidelines for protected disclosure welfare management*.

As required by the Act the Procedures will be made readily available to the public and to each member, officer and employee of the Council.

The Act provides powers to the IBAC to review procedures that are required to be established under section 58, and to review implementation of these procedures. Following such a review the IBAC may make recommendations arising from a review.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
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PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

If after making recommendations the IBAC believes that insufficient steps have been taken within a reasonable time, the IBAC may, after considering any comments made by an entity (for example a Council), send a copy of the recommendation to the relevant Minister.

The Act is supported by the *Protected Disclosure Regulations 2013* which prescribes the meaning of 'in private' and a procedure for how an oral disclosure or written disclosure must be made:

5 Meaning of in private

For the purposes of these Regulations, a disclosure is made in private if the person making the disclosure reasonably believes that the only persons who are present or able to listen to the disclosure at the time the disclosure is made are—

- (a) the person making the disclosure;
- (b) one or more person to whom the disclosure can be made in accordance with the Act and these Regulations;
- (c) an Australian legal practitioner (if any) representing the person making the disclosure.

10 Prescribed procedure for making a disclosure to a Council

- (1) For the purposes of section 12(1) of the Act, an oral disclosure to a Council must be made in private, either in person or by telephone or some form of electronic communication not involving writing—
 - (a) to the Chief Executive Officer (within the meaning of the *Local Government Act 1989*) of that Council; or
 - (b) to a person identified as a person who can receive disclosures in the procedures established by that Council under section 58(1) of the Act; or
 - (c) if the person making the disclosure is a member, officer or employee of that Council—
 - (i) to a person specified in paragraph (a) or (b); or
 - (ii) to a member, officer or employee of that Council who directly or indirectly supervises or manages that person; or
 - (d) if the disclosure relates to a person who is a member, officer or employee of that Council—
 - (i) to a person specified in paragraph (a), (b) or (c)(ii); or
 - (ii) to a member, officer or employee of that Council who directly or indirectly supervises or manages that person.
- (2) For the purposes of section 12(1) of the Act, a written disclosure to a Council must be—
 - (a) delivered personally to the office of the Council; or
 - (b) sent by post addressed to the office of the Council; or
 - (c) sent by email to the email address of the office of the Council or to the official email address of a person specified in subregulation (1).

Delegation

The power to establish procedures under the *Protected Disclosure Act 2012* (the Act) is included in powers delegated to the Chief Executive Officer. This power is further sub-delegated by the Chief Executive Officer to Council staff.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER, LISA
DEAYTON)
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PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

About the IBAC

The Independent Broad-based Anti-corruption Commission (IBAC) is Victoria's first anti-corruption body responsible for identifying and preventing serious corrupt conduct across the public sector, including Members of Parliament, the judiciary, and state and local government.

The primary purpose of the IBAC is to strengthen the integrity of the Victorian public sector, and to enhance community confidence in public sector accountability. Powers provided to the Independent Broad-based Anti-corruption Commission (IBAC) include jurisdiction for some 3,600 public sector agencies and bodies, 79 local councils, members of Parliament and the judiciary, and Victoria Police.

During the 2013/14 financial year of the 4,860 allegations received by IBAC, 237 allegations concerned the local government sector. Of the allegations received, 314 were assessed to be protected disclosure complaints, and 40 percent of allegations were dismissed following assessment.

Recommendations by the IBAC

The IBAC has undertaken a review of procedures and has recommended that:

- (1) Council establish procedures by 1 March 2015;
- (2) ensure the procedures drafted do not contain any defects identified in their report; and
- (3) Council ensures that the procedures developed are made readily available, particularly to members of the public.

The IBAC further require that sufficient steps are taken to address the recommendations made and that Council must report to them by 15 June 2015 on the steps taken to address the recommendations.

3. Financial Implications

Financial implications for implementing the Procedures are covered within Council's current budget.

4. Risk Management

The Procedures together with their implementation will address Council's statutory requirements under the *Protected Disclosure Act 2012*. Further action is required to manage Council's risks by undertaking the IBAC's recommendations as set out above.

5. Internal and External Consultation

Internal consultation has included the Acting General Manager Corporate, the Manager Governance and Communication and the Manager People and Organisational Development.

6. Regional Context

The statutory requirements of the *Protected Disclosure Act 2012* also apply to other councils in the region.

7. Council Plan Strategy

STRATEGY 4.2 Ensure Council's workforce is skilled, responsive, has high job satisfaction and is capable of providing quality customer orientated services and programs to Moira's communities and ratepayers.

STRATEGY 6.1 Ensure responsible resource management and adherence to good governance practices as prescribed by internal and external audit requirements

STRATEGY 6.4 Ensure strategic and operational risks are managed to protect Council and the Community.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER, LISA
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PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012
(cont'd)

8. Legislative / Policy Implications

The Procedures attached to this report addresses Council's statutory requirement under section 58 and section 59 of the *Protected Disclosure Act 2012* to have a procedure and the content to be included.

9. Environmental Impact

There are no environmental impacts associated with this report.

10. Conflict of Interest Considerations

There are no conflict of interest considerations for officers associated with this report.

11. Conclusion

Endorsement of the attached Procedures and their implementation will contribute towards Council meetings its statutory obligations under the *Protected Disclosure Act 2012*.

Attachments

- 1 Procedures for disclosures under the Protected Disclosure Act 2012

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure
Act 2012



Procedures
for disclosures under the
Protected Disclosure Act 2012

Moirra Shire Council
3 February 2015

Information about this document

These procedures have been published by Moirra Shire Council in compliance with section 58 of the *Protected Disclosure Act 2012* and the Guidelines published by the Independent Broad-based Anti-corruption Commission (IBAC) as at 30 June 2013.

Requests for hard copies and further information about Moirra Shire Council's handling of the complaints or disclosures may be obtained from Council's Protected Disclosure Coordinator, Ms Linda Nieuwenhuizen on 0409 849 982 or via email at Lnieuwenhuizen@moira.vic.gov.au

This document was approved by the Chief Executive Officer, via the Corporate Management Team on 3 February 2015 and is due to be reviewed by 3 February 2018.



FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
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**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

**ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure
Act 2012**

Moira Shire Council Procedures for disclosures under the
Protected Disclosure Act 2012



Contents

1. Purpose	3
2. Supporting Legislation and Policy	3
3. Definitions	3
4. Responsibilities	6
5. Scope	7
6. Procedures	8
6.1 Receiving and assessing a Disclosure	8
6.2 Welfare management	11
6.3 Confidentiality	11
6.4 Protection from Detrimental Action and reprisal	12
6.5 Reporting – Collection and publishing of statistics	13
6.6 Education and Training	13
7. Review of Procedure	15

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
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GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



1. Purpose

Moira Shire Council (Council) encourages the reporting of any improper conduct – including the intention to engage in improper conduct – and will support any person who discloses such conduct by its Councillors, staff or contractors. Council will take all reasonable steps to protect the identity of disclosers, the content of disclosures, and provide protection from reprisal for those who come forward to disclose such conduct. Council will also afford natural justice to the person or body who is the subject of the disclosure.

These procedures bring into operation the *Protected Disclosure Act 2012* (the Act) requirements for Council, and should be read in conjunction with the Independent Broad-based Anti-corruption Commission (IBAC) Guidelines for Making and Handling Protected Disclosures, and Guidelines for Protected Disclosure Welfare Management. *The Act* commenced operation on 10 February 2013, and repealed the *Whistleblowers Protection Act 2001*.

The purpose of *the Act* is to:

Encourage and facilitate disclosures of:

- improper conduct by public officer, public bodies and other persons; and
- detrimental action taken in reprisal for a person making a disclosure under the Act

Provide protection for:

- persons who make disclosures; and
- persons who may have suffered detrimental action in reprisal for a disclosure

Provide for the confidentiality of:

- the content of disclosures; and
- the identity of persons who make disclosures.

2. Supporting Legislation and Policy

Protected Disclosure Act 2012

Protected Disclosure Regulations 2013

Local Government Act 1989

Independent Broad-Based Anti-corruption Commission Act 2011

Independent Broad-Based Anti-corruption Commission Regulations 2013

Public Administration Act 2004 (for definitions)

Employee Code of Conduct / Ethical Behaviour 2009

Councillor Code of Conduct 2013

Fraud Prevention and Control Policy 2012

Reimbursement of Expenses and Support Policy 2012

Relevant Council policies and procedures

3. Definitions

Assessable disclosure

A disclosure either made directly to the IBAC or if received by Council and which is required to be notified to the IBAC for assessment.

Belief

A disclosure has to be more than a suspicion – the belief must be based on reasonable grounds.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

**ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure
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**Moira Shire Council Procedures for disclosures under the
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Corrupt conduct

Defined in section 4 of the *Independent Broad-based Anti-corruption Commission Act 2011* and includes conduct:

- of any person that adversely affects the honest performance by a public officer of a public body of his/her/its functions; or
- of a public officer or public body that constitutes or involves the dishonest performance of his/her/its functions; or
- of a public officer or public body that constitutes or involves knowingly or recklessly breaching public trust; or
- of a public officer or public body that involves the misuse of information or material acquired in the course of the performance of his/her functions, or
- that could constitute a conspiracy or an attempt to engage in any conduct referred to above.

That would, if the facts were found proved beyond a reasonable doubt, constitute a relevant offence.

Detrimental action

It is an offence for a person to take or threaten action in reprisal when:

- a protected disclosure has been made; or
- a person believes a protected disclosure has been made; or
- a person believes that another person intends to make a protected disclosure.

Detrimental action includes:

- Action causing injury, loss or damage;
- Intimidation or harassment;
- Discrimination, disadvantage or adverse treatment in relation a person's employment, career, profession, trade or business, including the taking of disciplinary action (if the person can prove the substantial reason is because of the disclosure).

Discloser

A person who makes a disclosure of improper conduct or detrimental action, in accordance with the requirements of Part 2 of the *Protected Disclosure Act 2012*.

Entity that can receive a disclosure

A public service body within the meaning of section 4(1) of the *Public Administration Act 2004*, a Council (established under the *Local Government Act 1989*), a public body or public officer prescribed for the purposes of section 13 of the *Protected Disclosure Act 2012*.

Improper conduct

Improper conduct means (a) corrupt conduct or (b) conduct specified in section 4(2) of the *Protected Disclosure Act 2012* that would constitute a criminal offence, or reasonable grounds for dismissing, dispensing with, or otherwise terminating the services of the officer who was, or is, engaged in the conduct. Improper conduct can also refer to any person whose conduct adversely affects the honest performance of a public officer or public official.

Investigating entity

The IBAC, the Ombudsman, the Chief Commissioner of Police and the Victorian Inspectorate. Only these entities can investigate a protected disclosure complaint.

Notifier

The officer responsible for notifying the IBAC of an assessable disclosure.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



Protected disclosure

A disclosure made in accordance with Part 2 of the *Protected Disclosure Act 2012*. A protected disclosure is one which is made by a natural person or group of people who has reasonable grounds for the belief that a public officer or public body has engaged in, or intends to engage in improper conduct in their official capacity, or detrimental action.

To be a protected disclosure, a disclosure must satisfy the following criteria:

- Is it made by an individual, or group of people (joint disclosure)?
- Has it been made verbally (in private) or in writing?
- Is it made to the right body?
- Is it about a public body or officer acting in their official capacity?
- Does the information show or tend to show there is improper conduct or detrimental action?
- Does the discloser believe on reasonable grounds that the information shows or tends to show there is improper conduct or detrimental action?

Protected disclosure complaint

A disclosure that has been determined by the IBAC under section 26 of the *Protected Disclosure Act 2012* to be a protected disclosure complaint. A Protected Disclosure that has been determined to warrant investigation.

Protected Disclosure Coordinator

The officer of the public body responsible for assessing if a disclosure is an assessable disclosure, and notifying the IBAC, based on the information received by a discloser or specified officer.

Public body

A public body within the meaning of section 6 of the *Independent Broad-based Anti-corruption Act 2011*, the IBAC or any other body or entity prescribed for the purposes of this definition.

Public officer

A public officer within the meaning of section 6 of the *Independent Broad-based Anti-corruption Act 2011*, an IBAC officer or any other person prescribed for the purposes of this definition.

Reasonable grounds

Reasonable grounds for a state of mind requires the existence of facts which are sufficient to induce that state of mind in a reasonable person.

Specified conduct

As defined in section 4(2) of the *Protected Disclosure Act 2012* and includes conduct of a public officer in his/her capacity as a public officer, or a public body in its capacity as a public body, that involves:

- substantial mismanagement of public resources
- substantial risk to public health or safety
- substantial risk to the environment

Where such conduct would, if proved, give rise to a criminal offence or reasonable grounds for terminating the services of the officer engaging in the conduct.

Specified persons

Officers at the public body that have been nominated in this procedure, to accept a disclosure.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



Welfare Manager

The officer of the public body responsible for managing the welfare of witnesses, either directly or through an Employee Assistance Program.

Witnesses

A term that can refer to a discloser, the subject of a disclosure, or witnesses for an investigation relating to a Protected Disclosure Complaint.

4. Responsibilities

Role of Officers

Protected Disclosure Coordinator (PDC) – nominated in this Procedure. The PDC will:

- Receive and assess a disclosure, in accordance with this Procedure and the Act, to determine whether it is an assessable disclosure
- Notify all assessable disclosures to the IBAC
- Notify a discloser
- Coordinate training for specified officers
- Be a contact point for general advice about this Procedure and the Act
- Contact the welfare manager to notify of a witness/es requiring welfare support
- Hear and take notes of any concerns about detrimental action by the witness/es, and notify Council's CEO
- Establish and maintain a confidential filing system
- Collate and publish statistics in the Annual Report
- Take all necessary steps to ensure the identity of the witness/es is kept confidential
- Liaise with the CEO.

Welfare Manager – nominated in this Procedure. The Welfare Manager will:

- Make initial, and then regular confidential contact with the witness/es to provide support, and determine/organise professional counselling through Employee Assistance Program, if required
- Hear and take notes of any concerns about detrimental action by the witness/es, and notify the CEO
- Not discuss any aspects of the disclosure or investigation with the witness/es
- Establish and maintain a confidential filing system
- Take all necessary steps to ensure the identity of the witness/es is kept confidential.

Chief Executive Officer (CEO) – Council's CEO will:

- Be responsible for ensuring Council carries out its responsibilities under the Act and guidelines
- Liaise with the IBAC (or referred authority) in regard to cooperating with any investigations
- Be responsible for actioning any investigation outcomes, and providing relevant information to the PDC for reporting requirements
- Be responsible for instigating and overseeing any actions in response to concerns about detrimental actions or reprisals for a person making a disclosure
- Receive a disclosure in accordance with this Procedure and the Act, and refer to the PDC for assessment as soon as practicable
- Establish and maintain a confidential filing system
- Take all necessary steps to ensure the identity of the witness/es is kept confidential.

Specified Officers - nominated in this Procedure. The specified officer will:

- Receive a disclosure in accordance with this Procedure and the Act, and refer to the PDC for assessment as soon as practicable

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



- Attend mandatory training on receiving a disclosure in line with this Procedure
- Establish and maintain a confidential filing system
- Take all necessary steps to ensure the identity of the witness/es is kept confidential

Nomination of Officers

CEO

Mark Henderson
Chief Executive Officer
Moira Shire Council
Mail: PO Box 578, Cobram 3643
Phone: (03) 5871 9210

Protected Disclosure Coordinator (PDC)

Linda Nieuwenhuizen
Manager Governance and Communications
Moira Shire Council
Mail: PO Box 578, Cobram 3643
Phone: 0409 849 982
Email: lnieuwenhuizen@moira.vic.gov.au

Welfare Manager

Brant Doyle
Manager People and Organisational Development
Moira Shire Council
Mail: PO Box 578, Cobram 3643
Phone: (03) 5871 9289 or 0438 005 125
Email: bdoyle@moira.vic.gov.au

Specified Officers

- Direct or indirect (line) supervisor or manager of the discloser
- Direct or indirect (line) supervisor or manager of the subject of the disclosure

Independent Broad-based Anti-corruption Commission (IBAC)

Phone: 1300 735 135
Mail: GPO Box 24234
Melbourne VIC 3001
Level 1, North Tower, 459 Collins Street, Melbourne
Web: www.ibac.vic.gov.au

5. Scope

These procedures establish a system for reporting disclosures of improper conduct or detrimental action by Council employees or contractors. Disclosures can be made by Moira Shire Council Councillors, employees or contractors and members of the public.

Disclosures relating to Councillors must be made directly to the IBAC or the Ombudsman Victoria.

These procedures also cover how Council will look after the welfare of a discloser, witnesses and subjects of disclosures, including maintaining confidentiality and protection from reprisal.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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GOVERNANCE, DOUG SHARP)

**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

**Moira Shire Council Procedures for disclosures under the
Protected Disclosure Act 2012**



Councillors, employees or contractors and members of the public are encouraged to raise matters of improper conduct, including suspected fraud, corruption, substantial mismanagement of public resources, risk to public health and safety, risk to the environment, or detrimental action.

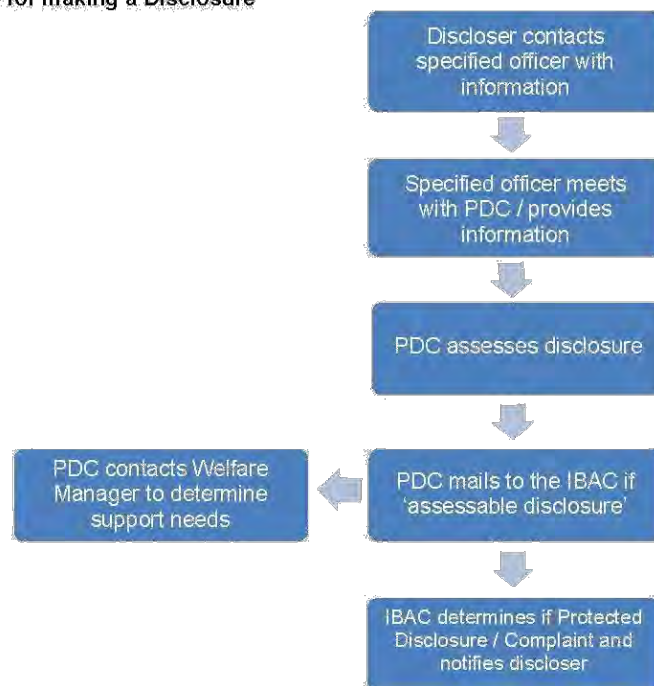
Reports of improper conduct can be made to Council. If made in accordance with the Act, through this Procedure, or otherwise through a complaints handling system.

6. Procedures

6.1 Receiving and assessing a Disclosure

Disclosure relates to:	Disclosure can be made to:
Council Employee/Contractor/ Organisation	Protected Disclosure Coordinator CEO IBAC Specified Officers: – Direct or Indirect (Line) Supervisor or Manager of the discloser – Direct or Indirect (Line) Supervisor or Manager of the subject of the disclosure
Councillor	IBAC Ombudsman Victoria

Process for making a Disclosure



FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
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GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



Step 1 – Making and Receiving a Disclosure

Disclosure is made by a person (not organisation) or a group of individuals making joint disclosures.

The disclosure must relate to Council employees or contractors or organisation (public body), in relation to public duties or functions. If the disclosure does not relate to Council, then the person taking the disclosure should refer the discloser to the appropriate public body or the IBAC.

A person can make a verbal disclosure in person, by phone, by leaving a voicemail message, or by any other form of electronic communication that does not require writing.

The disclosure must be made in private. To maintain confidentiality, the disclosure can be made at a time and location of the discloser's choosing. The disclosure must be taken in a private environment, and organised in a way that protects the confidentiality of the meeting. For example, the name, purpose and attendees of a disclosure meeting should not be reflected in a diary invitation or meeting room booking.

If verbal, the person receiving the disclosure must make notes at the time. These notes, and/or any supporting evidence provided, must be kept secure (locked) and only provided to the Protected Disclosure Coordinator or the IBAC.

A person can make a written disclosure via email or letter. A letter must be hand-delivered or mailed or emailed. Disclosures cannot be made by fax.

Anonymous disclosures will be accepted and assessed, however the protections of the Act will not apply.

At the time of the disclosure being made, the following will be discussed with the discloser:

- The intent of the Act and what constitutes a protected disclosure.
- The role of Council and the IBAC.
- Details and evidence of the allegation.
- The expectations of the discloser.
- The options available to the discloser. If the discloser does not want to make a protected disclosure at this time, this decision must be confirmed in writing.
- Available protections and support if it is assessed as a protected disclosure – including the protections from detrimental action or reprisal, the role of a welfare manager, advising the discloser to keep the matter confidential (to assist in protecting their identity and maximising the protections available), and that Council will protect the confidentiality of the matter and their identity, in accordance with the Act.
- The assessment and notification process. This includes Council's (via Protected Disclosure Coordinator) requirement to assess and notify the IBAC within 28 days if the matter is considered that it may be a Protected Disclosure. If the matter does not meet the requirements of a protected disclosure, then Council will notify the discloser of other options available. Either way, Council will notify the discloser in writing (if contact details are available).
- Once the disclosure is notified to the IBAC and assessed as a protected disclosure complaint it cannot be withdrawn.

FILE NO: F13/2911
6. GOVERNANCE

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PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

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Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



Urgent Action

If the person taking the disclosure believes the disclosure details behaviour or a threat requiring urgent action, they should report the relevant details (not the discloser's identity) to their General Manager or the CEO. The General Manager, CEO or Protected Disclosure Coordinator must notify the IBAC of any urgent action undertaken.

Step 2 - Assessment of Disclosure

The person taking a disclosure must, as soon as practicable, provide the details of the disclosure – including any notes or supporting evidence – to the Protected Disclosure Coordinator in person.

The Protected Disclosure Coordinator will assess the disclosure in accordance with the requirements of the Act. If it is considered that the disclosure may be a protected disclosure, the Protected Disclosure Coordinator will notify the IBAC of the assessable disclosure.

If the matter is considered not to be an assessable disclosure, then the Protected Disclosure Coordinator will notify the discloser and recommend the discloser follows up the issue under a complaints handling system or other appropriate avenue.

Step 3 – Notification to the IBAC and Discloser

Within 28 days of receipt of disclosure by a discloser or specified person at Council:

1. The Protected Disclosure Coordinator will:
 - (a) notify the IBAC in writing via registered mail of an assessable disclosure, including relevant details and supporting evidence; and
 - (b) notify the discloser (in writing if contact details are available and/or it is not an anonymous disclosure) that:
 - The disclosure has been notified to the IBAC for assessment and the IBAC will be the body responsible for further assessing, and dismissing/investigating/referring the disclosure.
 - It is an offence under section 74 of the *Protected Disclosure Act 2012* to disclose that the disclosure has been notified to IBAC for assessment under the Act.

OR

2. If the Protected Disclosure Coordinator determines the disclosure is not an assessable disclosure, they will notify the discloser (in writing if contact details are available and/or it is not an anonymous disclosure) that:
 - Council does not consider the disclosure to be a protected disclosure.
 - The disclosure has not been notified to the IBAC for assessment.
 - The protections under Part 6 of the *Protected Disclosure Act 2012* apply, regardless of whether the disclosure is notified to the IBAC for assessment.
 - The options available to pursue the matter, including making the disclosure directly to the IBAC, or making a complaint/report/allegation through Council's complaints policy, grievance procedure or other appropriate avenue.

Investigations

It is the responsibility of the CEO to cooperate with, and undertake any actions resulting from the findings and outcomes of a Protected Disclosure Complaint investigation by the IBAC, or referred investigations by the Ombudsman Victoria or Victorian Inspectorate.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



6.2 Welfare management

The welfare manager is responsible for looking after the general welfare of the witness/es – including the discloser/s, anyone participating in an investigation, and the person who is the subject of a disclosure. The welfare manager will:

- Examine the immediate welfare and protection needs of a witness, to foster a supportive work environment.
- Advise the witness of the legislative and administrative protections available to him or her, especially in relation to confidentiality and detrimental action.
- Listen and respond to any concerns of harassment, intimidation or victimisation in reprisal for making a disclosure, make notes and advise the CEO.
- Organise professional counselling through Council's Employee Assistance Program service provider, if identified as appropriate or requested by the witness (not disclosing the details of the matter to the service, beyond it for is a protected disclosure witness).
- Attempt to ensure the expectations of the witness are realistic, and that their efforts to maintain confidentiality around the matter will assist in ensuring them the protections of the Act.

The welfare manager must not divulge any details relating the disclosed matter to any person other than the Protected Disclosure Coordinator, or the CEO. All meetings between the welfare manager and the witness must be conducted discreetly to protect the person's identity.

Natural justice

Council will afford natural justice to the subject of a disclosure prior to any decision being made about the allegations. If the matter has been investigated by an investigative entity, then the investigative entity will be responsible for ensuring consultations with the subject include the provision of natural justice to him or her. The IBAC has noted that affording a subject of a disclosure natural justice in this context means that if a decision is to be made about their conduct this person has the right to:

- Be informed about the substance of allegations against them.
- Be given the opportunity to answer the allegation before a final decision is made.
- Be informed about the substance of any adverse comments that may be included in any report arising from an investigation.
- Have his/her defence set out fairly in any report.

6.3 Confidentiality

Council will take all reasonable steps to protect the identity of witnesses and the content of disclosures. Maintaining confidentiality is crucial in ensuring reprisals are not made against a witness.

The Act requires any person who receives a disclosure, or participates in an investigation, not to disclose that information except in certain limited circumstances:

Disclosure of information in breach of the Act constitutes a criminal offence that is punishable by a maximum fine of 120 penalty units or 12 months imprisonment or both.

The limited circumstances in which it is not an offence to disclose the content or identity of a discloser is:

- When the discloser has given his or her consent.
- When the IBAC or the Victorian Inspectorate has determined that the protected disclosure is not a protected disclosure complaint.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



- When it is necessary for the purpose of the exercise of functions under the Act.
- It is necessary for the purpose of obtaining legal advice.

However, the Act prohibits the inclusion of particulars in any report or recommendation that is likely to lead to the identification of the discloser. The Act also prohibits the identification of the person who is the subject of the disclosure in any particulars included in an annual report.

Council will ensure all files, whether paper or electronic, are kept in a secure location and can only be accessed by the Protected Disclosure Coordinator, the CEO, or Welfare Manager (in relation to welfare matters only).

All printed material will be kept in files that are clearly marked as a '*Confidential Protected Disclosure Act matter – Do not open*' – on the cover, and warn of the criminal penalties that apply to any unauthorised divulging information concerning a protected disclosure. Printed files must be kept in locked cabinets, and sealed in an envelope marked '*Confidential Protected Disclosure Act matter – Do not open*' when relocated to central filing for permanent storage. All electronic files must be produced and stored in *c:/*, in a folder with password protection. Backup files will be kept on encrypted USB.

Council will not email documents relevant to a protected disclosure matter and will ensure all phone calls and meetings are conducted in private. All correspondence, phone calls and emails from internal or external disclosers will be directed to the Protected Disclosure Coordinator.

Where a person is contemplating making a disclosure and is concerned about approaching the Specified Officer, Protected Disclosure Coordinator, or CEO, in the workplace, he or she can contact the person who is to receive the disclosure, and request a meeting in a discreet location away from the workplace.

Investigations will be conducted by the IBAC or referred authority. Witnesses interviewed as part of any investigation will be advised to maintain confidentiality.

The discloser is not bound by the confidentiality provisions in sections 52 to 54 of the Act.

6.4 Protection from Detrimental Action and reprisal

Council will not tolerate reprisal action against a person making a disclosure, or any witness.

To protect against reprisal:

- Confidentiality processes (as set in this Procedure) will be followed.
- Any concerns by a witness about reprisal/detrimental action will be encouraged to be communicated immediately to the Welfare Manager or Protected Disclosure Coordinator. The Welfare Manager/PDC will make notes and will then confidentially raise the issue with CEO to determine action required.
- The welfare manager/PDC and CEO will meet with the witness in private to discuss the issue/determine action required.
- The CEO will conduct any action required - including the initiation of disciplinary action against staff involved in the taking of detrimental action.
- The *Employee Code of Conduct / Ethical Behaviour* will reference protected disclosures and protection from reprisal, which will be used as the basis for staff education (along with this Procedure) and the management of any issues that may appear to be detrimental actions.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED DISCLOSURES ACT 2012 (cont'd)

ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure Act 2012

Moira Shire Council Procedures for disclosures under the Protected Disclosure Act 2012



Disciplinary action against a witness

It should be noted that a witness is not protected from the reasonable consequences flowing from their involvement in any management disciplinary action relating to misconduct, under the *Employee Code of Conduct / Ethical Behaviour*. If disciplinary or other action is undertaken for a witness, the Chief Executive Officer or other responsible officer will document and demonstrate:

- The fact that a person has made a protected disclosure is not a substantial reason for their taking of the action against the employee.
- There are good and sufficient grounds that would fully justify action against any other person in the same circumstances
- There are good and sufficient grounds that justify exercising any discretion to institute disciplinary or other action.

The document must include reasons why the disciplinary or other action is being taken, and the reason why the action is not in retribution for making the disclosure. The discloser will be clearly advised, in writing, of the proposed action to be taken and of any mitigating factors that have been taken into account.

Limitations for protections for a discloser

It should be noted that a protected disclosure determination will not relieve the discloser from:

- criminal liability for making false or misleading disclosures under the Act; or
- liability for his or her own conduct that has been disclosed as part of the protected disclosure.

6.5 Reporting – Collection and publishing of statistics

The Protected Disclosure Coordinator will be responsible for collating and publishing statistics for the Annual Report relating to disclosures and investigations, as required under the *Protected Disclosure Act 2012*. Special care will be taken to ensure any information published does not inadvertently lead to the identification of the witness/es.

6.6 Education and Training

Council will undertake education and communication activities for this Procedure and Codes of Conduct, including mandatory training for Specified Officers. This Procedure will be available on the intranet, Council's website, and be covered in Council's induction sessions. Basic information will also be provided to staff and members of the community at Council's administration centre, service centre and administration agencies.

The education and any material provided will cover:

- Being clear about what conduct is acceptable – covering this Procedure, the *Fraud Prevention and Control Policy* and the *Employee Code of Conduct / Ethical Behaviour*.
- Raising awareness of responsibilities to disclose and how to do this.
- Advising staff/community members of their right to disclose to Council or the IBAC, and that they can seek advice confidentially and anonymously from Council's CEO or the Protected Disclosure Coordinator.
- Reassuring staff that detrimental action will not be tolerated and they will be protected, including that disciplinary action will be initiated against staff who are involved in the taking of detrimental action.
- That all witnesses – including the subject of a disclosure – will be treated fairly.
- The offences and penalties under the Act.

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

**ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure
Act 2012**

Moira Shire Council Procedures for disclosures under the
Protected Disclosure Act 2012



Offences and Penalties

Specific offences	Penalties	Limits on liability / defences
Criminal Offences		
Detrimental action		
<i>Liability of an individual</i> It is an offence for a person to take or threaten action in reprisal when: <ul style="list-style-type: none"> a protected disclosure has been made; a person believes a protected disclosure has been made; a person believes that another person intends to make a protected disclosure 	Criminal penalty: 240 penalty units or 2 years imprisonment or both AND (if person is convicted or found guilty of an offence) Civil penalty: Order of court for offender to pay appropriate level of damages to compensate for injury, loss or damage	<ul style="list-style-type: none"> Reason for taking detrimental action is not a 'substantial' reason Discloser has made false disclosure or provided false information. IBAC has determined the disclosure is not a protected disclosure complaint and the person taking detrimental action knew about that determination
<i>Vicarious liability of their employer</i> Employer may also be held to be jointly and civilly liable for the detrimental action of their employee or agent	Criminal penalty: 240 penalty units or 2 years imprisonment or both AND (if person is convicted or found guilty of an offence) Civil penalty: Order of court for offender to pay appropriate level of damages to compensate for injury, loss or damage	<ul style="list-style-type: none"> Public body proves on balance of probabilities that it took reasonable precautions to prevent the employee/agent from taking detrimental action Policies, procedures and systems will assist in establishing reasonable precautions have been taken
Disclosure of content of assessable disclosure		
A person/body must not disclose content of assessable disclosure or information about content	120 penalty units or 12 months imprisonment or both (person) 600 penalty units (body corporate)	Exceptions as set out in s52(3) and s54 PD Act
Disclosure of identity of person making assessable disclosure		
A person/body must not disclose information likely to lead to the identification of a person who has made a assessable disclosure	120 penalty units or 12 months imprisonment or both (person) 600 penalty units (body corporate)	Exceptions as set out in s53(2) and s54 PD Act
Civil Action		
Detrimental action		
A person who takes detrimental action may be subject to proceedings in tort in any court of competent jurisdiction	Civil penalty: Court order for damages for any injury, loss or damage, including exemplary damages	
Injunction or interim injunction can be granted by the Supreme Court if the Court is satisfied that a person has taken or intends to take detrimental action against another person in reprisal for a protected disclosure		

* Table information taken from the Guidelines for making and handing protected disclosures – IBAC, 2013

FILE NO: F13/2911
6. GOVERNANCE

ITEM NO: 9.1.3
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**PROCEDURES FOR DISCLOSURES UNDER THE PROTECTED
DISCLOSURES ACT 2012 (cont'd)**

**ATTACHMENT No [1] - Procedures for disclosures under the Protected Disclosure
Act 2012**

Moira Shire Council Procedures for disclosures under the
Protected Disclosure Act 2012



7. Review of Procedure

This Procedure will be reviewed by 3 February 2018, or as otherwise required by legislative amendments or the issuing of IBAC guidelines or advice.

FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM

RECOMMENDATION

That:

1. Council endorse the project management system as presented and defined as a means of institutionalising it in all aspects of Council activity.

1. Executive Summary

A new project management system and process has been developed for implementation across the organization. It is not dissimilar to a system used successfully at Moira Shire a few years ago. The key difference is that the definition of a project has been widened from the old "capital works" to include all projects. Council endorsement is now sought to institutionalize the system in all aspects of Council activity.

2. Background and Options

A successful project management system usually has the following elements:

- Governance – protocols regarding authorisation and control;
- Process – projects that have scope and budget, and are subject to appropriate assessment, approval, procurement, management and supervision;
- Delivery – Quality (to the agreed standard);
 - Budget (at the agreed price);
 - Timeframe (as scheduled); and
 - Performance (in the appropriate manner).

The previous system in place seemed to focus only on capital works. There is a risk in this approach in that projects other than capital works can still expose Council to risk in a variety of ways if not properly authorised or managed.

To address this a governance protocol has been developed as follows:

1 .A Project Proposal is defined as any new expenditure or activity proposed outside of recurrent operations or financial commitments. This includes:

- Increase in staff (EFT)
- Capital works
- New or increased services incl technology, equipment and plant
- Development of new strategies and master plans

FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM (cont'd)

- Any community initiatives involving the use of Council resources or property that fall outside normal recurrent or programmed operations
- Application for a non- recurrent grant
- Any activity that imposes a new obligation on the Council.

2. Project Proposal must:

- Be in writing;
- Contain an objective, scope, budget and financing, risks and benefits and an estimated completion or duration;
- Be aligned to the Council Plan;
- Be authorised by the relevant manager
- Be assessed by the Project Assessment Team and assigned a priority;
- Be approved by CMT;
- Be endorsed by a Council resolution.

Essentially, the key elements of the system are contained within 2 phases.

Phase 1 :

- Initiation – refer to Project Initiation Form (attached);
- Assessment – two step:
 - Referred to a Project Assessment Committee
 - Prioritised by CMT
- Approval – through Council Budget process;

Phase 2 :

- Implementation – through the appointment of a project manager and overseen by a Project Management Committee.
- Review process and outcome

The above has required:

- The establishment of a Project Assessment Committee to consider and rank projects according to evaluation criteria such as cost, benefit and need in the assessment and authorisation phase (Phase 1); and

FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM (cont'd)

- The establishment of a Project Management Committee for the implementation and review phase (Phase 2).

Flow charts depicting these two phases are attached.

3. Financial Implications

It is expected that a more rigorous and comprehensive project management system will provide for greater control over expenditure and project outcomes resulting in potential cost savings.

4. Risk Management

Risk management is expected to be heightened as each project must be assessed through a risk matrix and then managed accordingly through the implementation stage.

5. Internal and External Consultation

Extensive consultation occurred within the organization in the development of the system. In addition both the Project assessment Committee and the Project management Committee consist of officers from the various disciplines and areas of interest such as strategic projects, community services, finance, risk, economic development, procurement, planning and building, environment and infrastructure.

6. Regional Context

NA

7. Council Plan Strategy

Encompasses many areas of the Council Plan, most notably in the Infrastructure Strategic Goal concerning management and delivery of capital works; and Governance Strategic Goal concerning responsible resource management and managing risks.

8. Legislative / Policy Implications

Reinforces good governance and procurement practice as required by the Local Government Act.

9. Environmental Impact

Expected to have positive outcomes as the risk matrix attached to project assessment has environmental impacts as one of the key areas for consideration.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

A sound project management system supports good governance and project outcomes.

The system presented for Council endorsement has at its core a requirement that all projects, and not just capital works, are subject to assessment and approval. A project is defined as any new expenditure or activity proposed outside of recurrent operations or financial commitments.

FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM (cont'd)

The system is designed in two phases: phase one involving initiation, assessment and approval; and phase two involving delivery and review.

Council endorsement to institutionalize the system into all Council activities is recommended.

Attachments

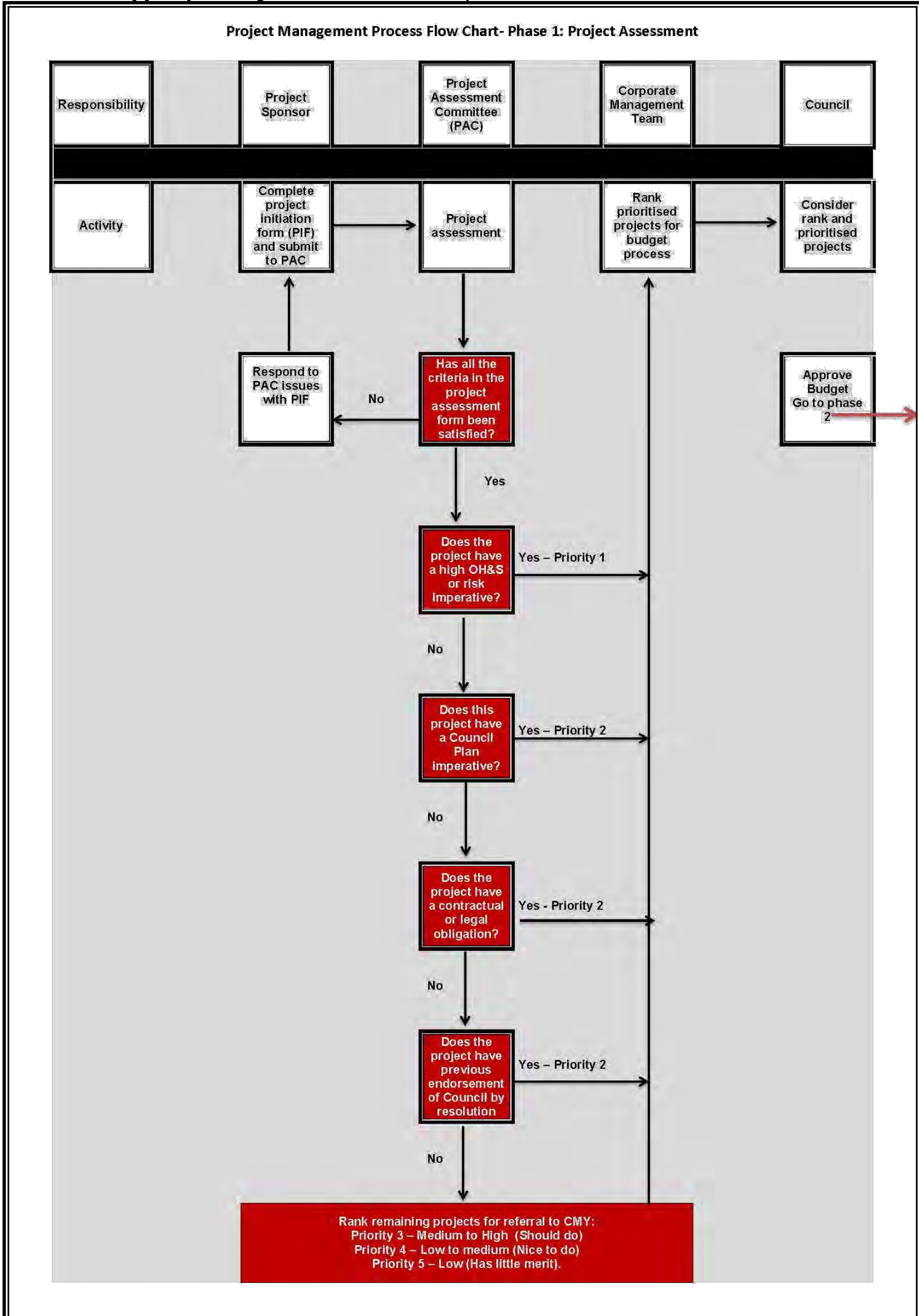
- 1 Project Management Process Flow Chart - phase 1 & 2

FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM (cont'd)

ATTACHMENT No [1] - Project Management Process Flow Chart - phase 1 & 2

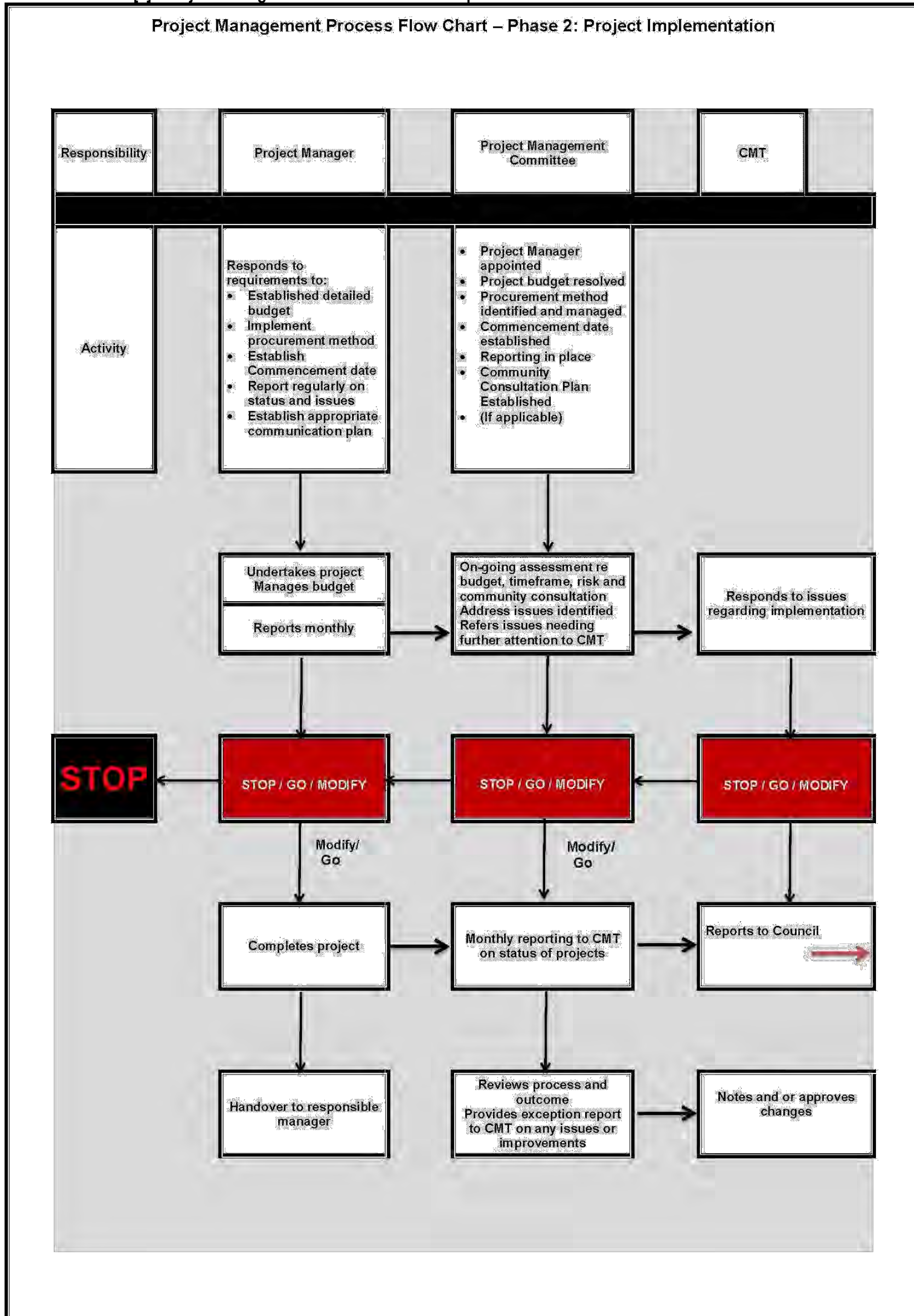


FILE NO: XXXX
4. ORGANISATION

ITEM NO: 9.1.4
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

PROJECT MANAGEMENT SYSTEM (cont'd)

ATTACHMENT No [1] - Project Management Process Flow Chart - phase 1 & 2



FILE NO: F13/203
6. GOVERNANCE

ITEM NO: 9.1.5
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

APPOINTMENT AND AUTHORISATION OF COUNCIL OFFICERS UNDER THE PLANNING AND ENVIRONMENT ACT 1987

RECOMMENDATION

That Council, in the exercise of the powers conferred by section 224 of the *Local Government Act 1989* and the other legislation referred to in the attached instrument of appointment and authorisation (the instrument), resolves that:

1. the members of Council staff referred to in the instrument be appointed and authorised as set out in the instrument;
2. the instrument comes into force immediately the common seal of Council is affixed to the instrument, and remains in force until Council determines to vary or revoke it;
3. the instrument be sealed; and
4. on coming into force of the instrument, the instrument of appointment and authorisation to members of Council staff as made by Council on 17 February 2014 is revoked.

1. Executive Summary

Council last appointed and authorised Council officers under the *Planning and Environment Act 1987* on 17 February 2014. The attached instrument has been updated to address staff changes and includes a range of officers who may be required to use the power of an authorised officer during the course of their duties.

2. Background and Options

Only some Council officers require appointment to the statutory position of 'authorised officer' to do their job. The *Planning and Environment Act 1987* requires that Council officers must be appointed and authorised directly by Council rather than by the Chief Executive Officer under delegation.

Appointments and authorisations differ from delegations. A person who is appointed as an 'authorised officer' has the powers of that position as prescribed by the relevant legislation. With delegations a delegate is acting on behalf of the Council in exercising Council's powers. Appointments are made to individuals by name and delegations are made to position titles.

Appointments are made to the Chief Executive Officer, both General Managers and most officers within the planning, and safety and amenity areas. The Instrument of Appointment and Authorisation provides the legal basis to undertake inspections and carry out enforcement if required.

The attached instrument and resolution are based upon the templates included in the Maddocks Lawyers delegations and authorisation service.

3. Financial Implications

There are no financial implications associated with this report.

FILE NO: F13/203
6. GOVERNANCE

ITEM NO: 9.1.5
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

APPOINTMENT AND AUTHORISATION OF COUNCIL OFFICERS UNDER THE PLANNING AND ENVIRONMENT ACT 1987 (cont'd)

4. Risk Management

Regularly reviewing the Instrument of Appointment and Authorisation under the Planning and Environment Act 1987 is good practice. It ensures that actions taken by Council's authorised officers are made with proper authority.

5. Internal and External Consultation

Consultation has been undertaken with the Corporate Management Team, the Manager Town Planning and Building, and the Safety and Amenity Co-ordinator.

6. Regional Context

All councils in Victoria have the same requirement to appoint authorised officers.

7. Council Plan Strategy

STRATEGY 6.1 Ensure responsible resource management and adherence to good governance practices as prescribed by internal and external audit requirements; and
STRATEGY 6.4 Ensure strategic and operational risks are managed to protect Council and the Community.

8. Legislative / Policy Implications

This report is in accordance with section 224 of the *Local Government Act 1989* and section 147 of the *Planning and Environment Act 1987*.

9. Environmental Impact

There are no environmental impacts associated with this report.

10. Conflict of Interest Considerations

There are no council officer conflict of interest issues to consider within this report.

11. Conclusion

The updated instrument of appointment and authorisation includes staff changes and will provide the legal basis for Council officers to act as authorised officers under the *Planning and Environment Act 1987*.

Attachments

- 1 Instrument of Appointment and Authorisation Planning and Environment Act 1987
- 2 Instrument of Appointment and Authorisation Changes

FILE NO: F13/203
6. GOVERNANCE

ITEM NO: 9.1.5
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**APPOINTMENT AND AUTHORISATION OF COUNCIL OFFICERS UNDER THE
PLANNING AND ENVIRONMENT ACT 1987 (cont'd)**

**ATTACHMENT No [1] - Instrument of Appointment and Authorisation Planning and
Environment Act 1987**

S11A - Instrument of Appointment and Authorisation



**Instrument of Appointment and Authorisation
(Planning and Environment Act 1987)**

In this instrument "officer" means –

Mark Henderson, Chief Executive Officer
Andrew Close, General Manager Infrastructure
Leanne Mulcahy, General Manager Corporate
Jorine Bothma, Manager Town Planning and Building
Sally Rice, Manager Safety, Amenity and Environment
Christopher Lynch, Senior Planner
Erin Stubberfield, Town Planner
Martina Foley, Town Planner
Melissa Lotito, Town Planner
Peter Stenhouse, Planning Co-ordinator
Patrick Dubuc, Development Compliance Officer
Gary Deayton, Natural Resources Officer
John Shaw, Co-ordinator Safety and Amenity
Christina Kalz, Safety and Amenity Officer
Andrew Christie, Safety and Amenity Officer
Robert l'Anson, Safety and Amenity Officer

By this instrument of appointment and authorisation Moira Shire Council –

1. under section 147(4) of the *Planning and Environment Act 1987* - appoints the officers to be authorised officers for the purposes of the *Planning and Environment Act 1987* and the regulations made under that Act; and
2. under section 232 of the *Local Government Act 1989* authorises the officers generally to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

- (a) comes into force immediately upon its execution;
- (b) remains in force until varied or revoked.

This instrument is authorised by a resolution of the Moira Shire Council made on 23 February 2015.

"The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by authority
of the Council on the day of
February 2015 in presence of:

..... Chief Executive Officer

FILE NO: F13/203
6. GOVERNANCE

ITEM NO: 9.1.5
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**APPOINTMENT AND AUTHORISATION OF COUNCIL OFFICERS UNDER THE
PLANNING AND ENVIRONMENT ACT 1987 (cont'd)**

ATTACHMENT No [2] - Instrument of Appointment and Authorisation Changes

S11A - Instrument of Appointment and Authorisation



Proposed changes shown

**Instrument of Appointment and Authorisation
(Planning and Environment Act 1987)**

In this instrument "officer" means –

~~Mark Henderson, Chief Executive Officer~~
~~Andrew Close, General Manager Infrastructure~~
~~Peter Bertolus, Acting Chief Executive Officer~~
~~Leanne Mulcahy, General Manager Corporate~~
Jorine Bothma, Manager Town Planning and Building
Sally Rice, Manager Safety, Amenity and Environment
~~Christopher Lynch, Senior Planner~~
Erin Stubberfield, Town Planner
Martina Foley, Town Planner
~~Melissa Lotito, Town Planner~~
Peter Stenhouse, ~~Statutory~~ Planning Co-ordinator
Patrick Dubuc, Development Compliance Officer
Gary Deayton, Natural Resources Officer
John Shaw, ~~Co-ordinator Team Leader~~ Safety and Amenity
~~Alison Greenwood, Safety and Amenity Officer~~
Andrew Christie, Safety and Amenity Officer
~~Christina Kalz, Safety and Amenity Officer~~
Robert l'Anson, Safety and Amenity Officer
~~James (Scott) Taylor, Consultant Planner~~

By this instrument of appointment and authorisation Moira Shire Council –

1. under section 147(4) of the *Planning and Environment Act 1987* - appoints the officers to be authorised officers for the purposes of the *Planning and Environment Act 1987* and the regulations made under that Act; and
2. under section 232 of the *Local Government Act 1989* authorises the officers generally to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

- (a) comes into force immediately upon its execution;
- (b) remains in force until varied or revoked.

This instrument is authorised by a resolution of the Moira Shire Council made on 23rd February 2015.

"The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by authority
of the Council on the day of
February 2015 in presence of:

..... Chief Executive Officer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF

RECOMMENDATION

In the exercise of the powers conferred by section 98(1) of the *Local Government Act 1989* (the Act) and the other legislation referred to in the attached instrument of delegation, Moira Shire Council (Council) resolves that:

Chief Executive Officer delegations

1. there be delegated to the person holding the position, acting in or performing the duties of Chief Executive Officer the powers, duties and functions set out in the attached *Instrument of Delegation to the Chief Executive Officer*, subject to the conditions and limitations specified in that Instrument.
2. the instrument comes into force immediately the common seal of Council is affixed to the instrument.
3. on the coming into force of the instrument all previous delegations to the Chief Executive Officer are revoked.
4. the duties and functions set out in the instrument must be performed, and the powers set out in the instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.
5. it is noted that the instrument includes a power of delegation to members of Council staff, in accordance with section 98(3) of the Act.

Council staff delegations

6. there be delegated to the members of Council staff holding, acting in or performing the duties of the offices or positions referred to in the attached *Instrument of Delegation to members of Council staff*, the powers, duties and functions set out in that instrument, subject to the conditions and limitations specified in that instrument.
7. the instrument comes into force immediately the common seal of Council is affixed to the instrument.
8. on the coming into force of the instrument all previous delegations by Council to members of Council staff (other than the Chief Executive Officer) are revoked.
9. the duties and functions set out in the instrument must be performed, and the powers set out in the instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.

1. Executive Summary

The instruments of delegation from Council to the Chief Executive Officer and to Members of Council Staff have been reviewed to include updates to legislation and any organisational changes. The reviewed instruments attached to this report will bring these delegations up to date.

2. Background and Options

Delegating powers, duties or functions of a council under section 98 of the *Local Government Act 1989* (the Act) enables councils to run efficiently and effectively. The

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

Council engages the Chief Executive Officer and provides broad delegations to facilitate that role.

The Chief Executive Officer then sub-delegates operational matters to general managers, managers and other employees to distribute work across the organisation. Consideration is given to the appropriate level of delegation for a position and whether conditions and limitations should be applied.

In addition, the way some legislation is written requires delegation to come directly from Council to Council staff rather than being sub-delegated by the Chief Executive Officer. Having appropriate delegations in place allows Council to use its formal meetings to deal with the most important and strategic decisions. Clauses within all instruments of delegation require delegates to observe the strategies, policies and guidelines adopted by Council. Section 98 of the *Local Government Act 1989* enables delegation:

98. Delegations

- (1) A Council may by instrument of delegation delegate to a member of its staff any power, duty or function of a Council under this Act or any other Act other than -
 - (a) this power of delegation; and
 - (b) the power to declare a rate or charge; and
 - (c) the power to borrow money; and
 - (d) the power to approve any expenditure not contained in a budget approved by the Council; and
 - (e) any power, duty or function of the Council under section 223; and
 - (f) any prescribed power.
- (2) The Chief Executive Officer may by instrument of delegation delegate to a member of the Council staff any power, duty or function of his or her office other than this power of delegation unless subsection (3) applies.
- (3) The instrument of delegation to the Chief Executive Officer may empower the Chief Executive Officer to delegate a power, duty or function of the Council other than the power of delegation to a member of the Council staff.
- (4) The Council must keep a register of delegations to members of Council staff.
- (5) A delegation under this section to a member of Council staff may be made to—
 - (a) a person named in the delegation; or
 - (b) the holder of an office or position specified in the delegation.
- (6) A Council must review within the period of 12 months after a general election all delegations which are in force and have been made by the Council under subsection (1).

Maddocks delegation and authorisation service

Council subscribes to the delegations and authorisation service provided by Maddocks lawyers, which is used widely across local government in Victoria. The service includes a range of templates for instruments and resolutions, advice, and legislation updates twice a year. The two attached instruments of delegation are based upon templates included in the Maddocks service.

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

All delegations are reviewed concurrently

To ensure certainty Council's instruments of delegation are reviewed and updated concurrently. This removes the possibility of delegations made at different times being open to a challenge in a court of law as a result of Commonwealth legislation differing from Victorian legislation.

Last update

Council approved the last update of these two instruments of delegation on 20 October 2014.

Delegation to the Chief Executive Officer

Maddocks Lawyers advise that there is one minor change which is to include the word "act" in clause 5 of the conditions and limitations. While this is insignificant, it is recommended that Council remakes the instrument with every update, irrespective of what changes (if any) are made to the instrument.

Delegations to Council staff

Statutory changes include removing the *Planning and Environment (Fees) Further Interim Regulations 2013* which have been replaced by the *Planning and Environment (Fees) Further Interim Regulations 2014*.

For clarity the power to refuse to renew a registration, under regulation 12(2) of the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards Regulations 2010* has been included. The instrument previously only included regulation 13(2) the duty to renew a registration if satisfied of certain things. Implicit in this provision is the power to refuse if not satisfied of certain things.

Changes to position titles have been made to reflect Council's organisational structure as at 1 January 2015.

3. Financial Implications

There are no financial implications to consider with this report.

4. Risk Management

Council uses the Maddocks Delegations and Authorisations service to ensure that delegations are prepared to withstand legal scrutiny.

5. Internal and External Consultation

Legal advice through the delegations and authorisations update service has formed the basis of this report, together with consultation on organisational needs with the Corporate Management Team and other relevant Council officers. As required under regulation 11(j) of the *Local Government (General) Regulations 2004* the Council keeps a register of delegations kept under sections 87 and 98 of the Act, including the date on which the last reviews under section 86(6) and 98(6) took place. This register is available for public inspection.

6. Regional Context

This report does not have any regional implications.

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

7. Council Plan Strategy

6.2.2 Instruments of Delegation to Council staff renewed biannually and updated upon receipt of legal advice.

8. Legislative / Policy Implications

This report is in accordance with section 98 of the *Local Government Act 1989*.

9. Environmental Impact

There are no direct environmental implications to consider within this report.

10. Conflict of Interest Considerations

There are no council officer conflict of interest issues to consider within this report.

11. Conclusion

The reviewed instruments of delegations attached to this report will provide the appropriate level of delegation to ensure that the duties and functions of the Chief Executive Officer and Council staff can be carried out effectively.

Attachments

- 1 Instrument of Delegation to the Chief Executive Officer
- 2 Instrument of Delegation to the Chief Executive Officer changes
- 3 Instrument of Delegation to Members of Council Staff
- 4 Instrument of Delegation to Members of Council Staff changes

FILE NO: F13/202
6. GOVERNANCE

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**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [1] - Instrument of Delegation to the Chief Executive Officer



Moira Shire Council

**Instrument of Delegation
to
the Chief Executive Officer**

February 2015



FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [1] - Instrument of Delegation to the Chief Executive Officer

S5 - Instrument of Delegation to the Chief Executive Officer



Instrument of Delegation

In exercise of the power conferred by section 98(1) of the *Local Government Act 1989* (the Act) and all other powers enabling it, the Moira Shire Council (Council) delegates to the member of Council staff holding, acting in or performing the position of Chief Executive Officer, the powers, duties and functions set out in the Schedule to this Instrument of Delegation.

AND declares that

1. this Instrument of Delegation is authorised by a Resolution of Council passed on 23 February 2015;
2. the delegation
 - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2 is subject to any conditions and limitations set out in the Schedule;
 - 2.3 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
 - 2.4 remains in force until the Council resolves to vary or revoke it.
3. The member of Council staff occupying the position or title of or acting in the position of Chief Executive Officer may delegate to a member of Council staff any of the powers (other than the power of delegation conferred by section 98(3) of the Act or any other powers not capable of sub-delegation) which this Instrument of Delegation delegates to him or her.

"The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by authority
of the Council on the
..... day of February 2015
in the presence of:

..... Chief Executive Officer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [1] - Instrument of Delegation to the Chief Executive Officer

S5 - Instrument of Delegation to the Chief Executive Officer



SCHEDULE

The power to

1. determine any issue;
2. take any action; or
3. do any act or thing

arising out of or connected with any duty imposed, or function or power conferred on Council by or under any Act.

Conditions and Limitations

The delegate must not determine the issue, take the action or do the act or thing

4. if the issue, action, act or thing is an issue, action, act or thing which involves
 - 4.1 awarding a contract exceeding a value of \$150,000 for contracts in relation to goods and services and \$200,000 for contracts in relation to works; [for the avoidance of doubt, the delegate is able to approve all variations and extensions to contracts where the value of such variation or extension does not exceed the above threshold amounts]
 - 4.2 making a local law under Part 5 of the Act;
 - 4.3 approval of the Council Plan under section 125 of the Act;
 - 4.4 adoption of the Strategic Resource Plan under section 126 of the Act;
 - 4.5 preparation or adoption of the Budget or a Revised Budget under Part 6 of the Act;
 - 4.6 adoption of the Auditor's report, Annual Financial Statements, Standard Statements and Performance Statement under Part 6 of the Act;
 - 4.7 determining pursuant to section 37 of the Act that an extraordinary vacancy on Council not be filled;
 - 4.8 exempting a member of a special committee who is not a Councillor from submitting a return under section 81 of the Act;
 - 4.9 appointment of councillor or community delegates or representatives to external organisations; or
 - 4.10 the return of the general valuation and any supplementary valuations;
5. if the issue, action, act or thing is an issue, action, act or thing which is required by law to be done by Council resolution;

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
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**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [1] - Instrument of Delegation to the Chief Executive Officer

S5 - Instrument of Delegation to the Chief Executive Officer



6. 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;
7. 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
 - 7.1 policy; or
 - 7.2 strategyadopted by Council; or
8. 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 section 98(1)(a)-(f) (inclusive) of the Act, or otherwise; or
9. 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.

FILE NO: F13/202
6. GOVERNANCE

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(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [2] - Instrument of Delegation to the Chief Executive Officer
changes



Moira Shire Council

**Instrument of Delegation
to
the Chief Executive Officer**

February 2015 ~~October 2014~~



FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [2] - Instrument of Delegation to the Chief Executive Officer
changes**

S5 - Instrument of Delegation to the Chief Executive Officer



Instrument of Delegation

In exercise of the power conferred by section 98(1) of the *Local Government Act 1989* (the Act) and all other powers enabling it, the Moira Shire Council (Council) delegates to the member of Council staff holding, acting in or performing the position of Chief Executive Officer, the powers, duties and functions set out in the Schedule to this Instrument of Delegation.

AND declares that

1. this Instrument of Delegation is authorised by a Resolution of Council passed on ~~23 February 2015~~ ~~20 October 2014~~;
2. the delegation
 - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2 is subject to any conditions and limitations set out in the Schedule;
 - 2.3 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
 - 2.4 remains in force until the Council resolves to vary or revoke it.
3. The member of Council staff occupying the position or title of or acting in the position of Chief Executive Officer may delegate to a member of Council staff any of the powers (other than the power of delegation conferred by section 98(3) of the Act or any other powers not capable of sub-delegation) which this Instrument of Delegation delegates to him or her.

"The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by authority
of the Council on the
..... day of ~~February 2015~~ ~~October 2014~~
in the presence of:

.....Chief Executive Officer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [2] - Instrument of Delegation to the Chief Executive Officer
changes**

S5 - Instrument of Delegation to the Chief Executive Officer



SCHEDULE

The power to

1. determine any issue;
2. take any action; or
3. do any act or thing

arising out of or connected with any duty imposed, or function or power conferred on Council by or under any Act.

Conditions and Limitations

The delegate must not determine the issue, take the action or do the act or thing

4. if the issue, action, act or thing is an issue, action, act or thing which involves
 - 4.1 awarding a contract exceeding a value of \$150,000 for contracts in relation to goods and services and \$200,000 for contracts in relation to works; [for the avoidance of doubt, the delegate is able to approve all variations and extensions to contracts where the value of such variation or extension does not exceed the above threshold amounts]
 - 4.2 making a local law under Part 5 of the Act;
 - 4.3 approval of the Council Plan under section 125 of the Act;
 - 4.4 adoption of the Strategic Resource Plan under section 126 of the Act;
 - 4.5 preparation or adoption of the Budget or a Revised Budget under Part 6 of the Act;
 - 4.6 adoption of the Auditor's report, Annual Financial Statements, Standard Statements and Performance Statement under Part 6 of the Act;
 - 4.7 determining pursuant to section 37 of the Act that an extraordinary vacancy on Council not be filled;
 - 4.8 exempting a member of a special committee who is not a Councillor from submitting a return under section 81 of the Act;
 - 4.9 appointment of councillor or community delegates or representatives to external organisations; or
 - 4.10 the return of the general valuation and any supplementary valuations;
5. if the issue, action, act or thing is an issue, action, act or thing which is required by law to be done by Council resolution;

FILE NO: F13/202
6. GOVERNANCE

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GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [2] - Instrument of Delegation to the Chief Executive Officer
changes**

S5 - Instrument of Delegation to the Chief Executive Officer



6. 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;
7. 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
 - 7.1 policy; or
 - 7.2 strategyadopted by Council; or
8. 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 section 98(1)(a)-(f) (inclusive) of the Act, or otherwise; or
9. 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.

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [3] - Instrument of Delegation to Members of Council Staff



Moira Shire Council

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

February 2015



FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [3] - Instrument of Delegation to Members of Council Staff

S6 - Instrument of Delegation to Members of Council Staff



Instrument of Delegation

In exercise of the power conferred by section 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. records that a reference in the Schedule to abbreviations in column 3 means the following positions:

ASA	Administration Support Officer (Assets)	LUP	Land Use Planner
ASSA	Administration Support Officer Safety and Amenity	MCA	Manager Construction and Assets
ASP	Administration Support Officer Planning	MCO	Media and Communications Officer
ATL	Assets Team Leader	MF	Manager Finance
ATO	Assets Technical Officer	MO	Manager Operations
BSP	Business Support Officer Planning	MSAE	Manager Safety, Amenity and Environment
BSSA	Business Support Officer Safety and Amenity	MSP	Manager Strategic Projects
CEO	Chief Executive Officer	MTPB	Manager Town Planning and Building
CGO	Corporate Governance Officer	PC	Planning Co-ordinator
CSA	Co-ordinator Safety and Amenity	SAO	Safety and Amenity Officer
DCO	Development Compliance Officer	SP	Senior Planner
EHO	Environmental Health Officer	SFBP	Superintendent Fleet, Building Maintenance and Parks
EHTO	Environmental Health Technical Officer	SWS	Superintendent Works and Services
GMC	General Manager Corporate	TLEH	Team Leader Environmental Health
GMI	General Manager Infrastructure	TLO	Team Leader Operations
		TO	Technical Officer (Assets)
		TP	Town Planner

3. declares that:
 - 3.1 this Instrument of Delegation is authorised by a resolution of Council passed on 23 February 2015 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
 - 3.2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts.

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [3] - Instrument of Delegation to Members of Council Staff

S6 - Instrument of Delegation to Members of Council Staff



- 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) strategyadopted 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 section 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.

The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by
authority of the Council on the
day of February 2015
in presence of:

.....Chief Executive Officer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [3] - Instrument of Delegation to Members of Council Staff

S6 - Instrument of Delegation to Members of Council Staff



SCHEDULE

INDEX

DOMESTIC ANIMALS ACT 1994.....	5
ENVIRONMENT PROTECTION ACT 1970.....	5
FOOD ACT 1984.....	6
HERITAGE ACT 1995.....	10
PLANNING AND ENVIRONMENT ACT 1987.....	11
RAIL SAFETY ACT 2006.....	36
RESIDENTIAL TENANCIES ACT 1997.....	38
ROAD MANAGEMENT ACT 2004.....	39
PLANNING AND ENVIRONMENT REGULATIONS 2005.....	50
PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2014.....	51
RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010.....	52
ROAD MANAGEMENT (GENERAL) REGULATIONS 2005.....	54
ROAD MANAGEMENT (WORKS AND INFRASTRUCTURE) REGULATIONS 2005.....	56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



DOMESTIC ANIMALS ACT 1994			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
s.41A(1)	power to declare a dog to be a menacing dog	GMI, MSAE, CSA, SAO	Council may delegate this power to an authorised officer SAO delegated only when CEO, GMI, MSAE or CSA unavailable and matter is considered urgent.

ENVIRONMENT PROTECTION ACT 1970			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.53M(3)	power to require further information	TLEH, EHO, EHTO	
s.53M(4)	duty to advise applicant that application is not to be dealt with	TLEH, EHO, EHTO	
s.53M(5)	duty to approve plans, issue permit or refuse permit	TLEH, EHO, EHTO	refusal must be ratified by Council or it is of no effect.
s.53M(6)	power to refuse to issue septic tank permit	TLEH, EHO, EHTO	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)	TLEH, EHO, EHTO	refusal must be ratified by council or it is of no effect

FILE NO: F13/202
6. GOVERNANCE

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(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.19(2)(a)	power to direct by written order that the food premises be put into a clean and sanitary condition	TLEH, EHO	If section 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	TLEH, EHO	If section 19(1) applies
s.19(4)(a)	power to direct that an order made under section 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	TLEH, EHO	If section 19(1) applies
s.19(6)(a)	duty to revoke any order under s.19 if satisfied that an order has been complied with where the subject of the order has been attended to	TLEH, EHO	If section 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	TLEH, EHO	If section 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).	TLEH, EHO	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	TLEH, EHO	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	TLEH, EHO	where council is the registration authority

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.19CB(4)(b)	power to request copy of records	TLEH, EHO	where council is the registration authority
s.19E(1)(d)	power to request a copy of the food safety program	TLEH, EHO	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	TLEH, EHO, EHTO	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	TLEH, EHO	where council is the registration authority
s.19NA(1)	power to request food safety audit reports	TLEH, EHO	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	TLEH	
s.19UA	power to charge fees for conducting a food safety assessment or inspection	TLEH	except for an assessment required by a declaration under section 19C or an inspection under sections 38B(1)(c) or 39
s.19W	power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	TLEH, EHO	where council is the registration authority
s.19V(3)(a)	power to direct a proprietor of a food premises to have staff at the premises undertake training or instruction	TLEH, EHO	where council is the registration authority
s.19V(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	TLEH, EHO	where council is the registration authority

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
---	power to register, renew or transfer registration	TLEH, EHO	where council is the registration authority refusal to grant/renew/transfer registration must be ratified by Council or the Chief Executive Officer (see section 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	TLEH, EHO	where council is the registration authority
s.38AB(4)	power to fix a fee for the receipt of a notification under section 38AA in accordance with a declaration under subsection (1)	TLEH	where council is the registration authority
s.38A(4)	power to request a copy of a completed food safety program template	TLEH, EHO	where council is the registration authority
s.38B(1)(a)	duty to assess the application and determine which class of food premises under section 19C the food premises belongs	TLEH, EHO	where council is the registration authority
s.38B(1)(b)	duty to ensure proprietor has complied with requirements of section 38A	TLEH, EHO	where council is the registration authority
s.38B(2)	duty to be satisfied of the matters in section 38B(2)(a)-(b)	TLEH, EHO	where council is the registration authority
s.38D(1)	duty to ensure compliance with the applicable provisions of section 38C and inspect the premises if required by section 39	TLEH, EHO	where council is the registration authority
s.38D(2)	duty to be satisfied of the matters in section 38D(2)(a)-(d)	TLEH, EHO	where council is the registration authority

FILE NO: F13/202
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.38D(3)	power to request copies of any audit reports	TLEH, EHO	where council is the registration authority
s.38E(2)	power to register the food premises on a conditional basis	TLEH, EHO	where council is the registration authority not exceeding the prescribed time limit defined under subsection (5)
s.38E(4)	duty to register the food premises when conditions are satisfied	TLEH, EHO	where council is the registration authority
s.38F(3)(b)	power to require proprietor to comply with requirements of this Act	TLEH, EHO	where council is the registration authority
s.39A	power to register, renew or transfer food premises despite minor defects	TLEH, EHO	where council is the registration authority only if satisfied of matters in subsections (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 <i>Public Health and Wellbeing Act 2008</i>	TLEH, EHO	
s.40C(2)	power to grant or renew the registration of food premises for a period of less than 1 year	TLEH, EHO	where council is the registration authority
s.40D(1)	power to suspend or revoke the registration of food premises	CEO, TLEH	where council is the registration authority Must be reported to Council
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	TLEH, EHO	where council is the registration authority

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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	TLEH, EHO	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	TLEH, EHO	where council is the registration authority

HERITAGE ACT 1995			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.84(2)	power to sub-delegate Executive Director's functions	GMI	must obtain Executive Director's written consent first.

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.4B.	power to prepare an amendment to the Victoria Planning Provisions	GMI, MTPB, PC	if authorised by the Minister once a decision approved by Council and Ministerial authorisation given
s.4G	function of receiving prescribed documents and a copy of the Victoria Planning Provisions from the Minister	GMI, MTPB, PC	
s.4H	duty to make amendment to Victoria Planning Provisions available	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.4I	duty to keep Victoria Planning Provisions and other documents available	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.8A(2)	power to prepare amendment to the planning scheme where the Minister has given consent under s.8A	GMI, MTPB, PC	
s.8A(3)	power to apply to Minister to prepare an amendment to the planning scheme	GMI, MTPB, PC	
s.8A(5)	function of receiving notice of the Minister's decision	GMI, MTPB, PC	
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	GMI, MTPB	
s.8B(2)	power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	GMI, MTPB	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
instrument of delegation from council to members council staff s6 - february 2015

Page 11 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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	GMI, MTPB, PC	GMI must authorise expenditure and regularly report to Council to review any studies
s.12A(1)	duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s 19 of the <i>Planning and Environment (Planning Schemes) Act 1996</i>)	GMI, MTPB	Council must approve the final Municipal Strategic Statement.
s.12B(1)	duty to review planning scheme	GMI, MTPB	
s.12B(2)	duty to review planning scheme at direction of Minister	GMI, MTPB	
s.12B(5)	duty to report findings of review of planning scheme to Minister without delay	GMI, MTPB	
s.14	duties of the Responsible Authority as set out in subsections (a) to (d)	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.17(1)	duty of giving copy amendment to the planning scheme	GMI, MTPB, PC	apply together if s.173 relates to amendment
s.17(2)	duty of giving copy s.173 agreement	GMI, MTPB, PC	
s.17(3)	duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	GMI, MTPB, PC	
s.18	duty to make amendment etc. available	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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 s19 to a planning scheme	GMI, MTPB, PC, SP, LUP	Council approval to preparation of an amendment is required.
s.19	function of receiving notice of preparation of an amendment to a planning scheme	GMI, MTPB, PC, SP, LUP	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	GMI, MTPB, PC, SP, LUP	once approved by Council
s.21(2)	duty to make submissions available	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.21A(4)	duty to publish notice in accordance with section	GMI, MTPB, PC	
s.22	duty to consider all submissions	GMI, MTPB, PC, SP, LUP	action must be reported to Council
s.23(1)(b)	duty to refer submissions which request a change to the amendment to a panel	GMI, MTPB, PC	
s.23(2)	power to refer to a panel submissions which do not require a change to the amendment	GMI, MTPB, PC	Council must approve referral to a panel.
s.24	function to represent council and present a submission at a panel hearing (including a hearing referred to in s 96D)	GMI, MTPB, PC, SP, LUP	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.26(1)	power to make report available for inspection	GMI, MTPB, PC	
s.26(2)	duty to keep report of panel available for inspection	GMI, MTPB, PC, SP, LUP	
s.27(2)	power to apply for exemption if panel's report not received	GMI, MTPB, PC	once approved by Council.
s.28	duty to notify the Minister if abandoning an amendment	GMI, MTPB, PC	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	GMI, MTPB, PC	
s.30(4)(b)	duty to provide information in writing upon request	GMI, MTPB	
s.32(2)	duty to give more notice if required	GMI, MTPB, PC	
s.33(1)	duty to give more notice of changes to an amendment	GMI, MTPB, PC	
s.36(2)	duty to give notice of approval of amendment	GMI, MTPB, PC	action must be reported to Council
s.38(5)	duty to give notice of revocation of an amendment	GMI, MTPB, PC	action must be reported to Council
s.39	function of being a party to a proceeding commenced under s.39 and duty to comply with determination by VCAT	GMI, MTPB, PC, SP, LUP, TP, DCO	VCAT determination to be reported to Council
s.40(1)	function of lodging copy of approved amendment	GMI, MTPB, PC	
s.41	duty to make approved amendment available	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.42	duty to make copy of planning scheme available	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.46AS(ac)	power to request the Growth Areas Authority to provide advice on any matter relating to land in Victoria or an objective of planning in Victoria.	GMI, MTPB, PC	
s.46N(1)	duty to include condition in permit regarding payment of development infrastructure levy	GMI, MTPB, PC, SP, LUP	in accordance with Development Contribution Plan
s.46N(2)(c)	function of determining time and manner for receipt of development contributions levy	GMI, MTPB, PC, SP, LUP	
s.46N(2)(d)	power to enter into an agreement with the applicant regarding payment of development infrastructure levy	GMI, MTPB, PC	
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	GMI, MTPB, PC	
s.46O(1)(d) & (2)(d)	power to enter into agreement with the applicant regarding payment of community infrastructure levy	Stays with Council	not delegated
s.46P(1)	power to require payment of amount of levy under s.46N or s.46O to be satisfactorily secured	GMI, MTPB, PC	must have terms included in the agreement to adequately cover security
s.46P(2)	power to accept provision of land, works, services or facilities in part or full payment of levy payable	Stays with Council	not delegated
s.46Q(1)	duty to keep proper accounts of levies paid	GMC, MF	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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	GMI, MTPB, PC	
s.46Q(2)	duty to apply levy only for a purpose relating to the provision of the works, services and facilities in respect of which the levy was paid etc.	GMI, MTPB	
s.46Q(3)	power to refund any amount of levy paid if it is satisfied the development is not to proceed	GMI, MTPB	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	GMI, MTPB	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	GMI, MTPB	must be done in accordance with Part 3
s.46Q(4)(e)	duty to expend that amount on other works etc.	GMI, MTPB	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	GMI, MTPB, CFO	
s.47	power to decide that an application for a planning permit does not comply with that Act	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.49(1)	duty to keep a register of all applications for permits and determinations relating to permits	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.49(2)	duty to make register available for inspection	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.50(4)	duty to amend application	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.50(5)	power to refuse to amend application	GMI, MTPB, PC, SP, LUP	
s.50(6)	duty to make note of amendment to application in register	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.50A(1)	power to make amendment to application	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.50A(3)	power to require applicant to notify owner and make a declaration that notice has been given	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.50A(4)	duty to note amendment to application in register	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.51	duty to make copy of application available for inspection	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
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	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 – Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.52(1)(b)	duty to give notice of the application to other municipal councils where appropriate	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.52(1)(c)	duty to give notice of the application to all persons required by the planning scheme	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
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	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
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	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.52(1)(d)	duty to give notice of the application to other persons who may be detrimentally effected	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.52(1AA)	duty to give notice of an application to remove or vary a registered restrictive covenant	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.52(3)	power to give any further notice of an application where appropriate	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.53(1)	power to require the applicant to give notice under section 52(1) to persons specified by it	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	must be notified on prescribed form

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.53(1A)	power to require the applicant to give the notice under section 52(1AA)	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.54(1)	power to require the applicant to provide more information	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.54(1A)	duty to give notice in writing of information required under s.54(1)	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.54(1B)	duty to specify the lapse date for an application	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.54A(3)	power to decide to extend time or refuse to extend time to give required information	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.54A(4)	duty to give written notice of decision to extend or refuse to extend time und s.54A(3)	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.55(1)	duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.57(2A)	power to reject objections considered made primarily for commercial advantage for the objector	GMI, MTPB	must be reported to Council
s.57(3)	function of receiving name and address of persons to whom notice of decision is to go	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.57(5)	duty to make available for inspection copy of all objections	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.57A(4)	duty to amend application in accordance with applicant's request, subject to s.57A(5)	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.57A(5)	power to refuse to amend application	GMI, MTPB, PC	
s.57A(6)	duty to note amendments to application in register	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.57B(1)	duty to determine whether and to whom notice should be given	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.57B(2)	duty to consider certain matters in determining whether notice should be given	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.57C(1)	duty to give copy of amended application to referral authority	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.58	duty to consider every application for a permit	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.58A	power to request advice from the Planning Application Committee	GMI, MTPB, PC	
s.60	duty to consider certain matters	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.60(1A)	power to consider certain matters before deciding on application	GMI, MTPB, PC, SP, LUP, TP, DCO	
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 – where no objection/s received	GMI, MTPB, PC, SP, LUP, TP, DCO	must be reported to Council as permit issued under delegation The permit must not be inconsistent with a cultural heritage management plan under the <i>Aboriginal Heritage Act 2006</i>
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 – where objection/s received	Stays with Council	not delegated The permit must not be inconsistent with a cultural heritage management plan under the <i>Aboriginal Heritage Act 2006</i>
s.61(2)	duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit	Stays with Council	not delegated
s.61(2A)	power to decide to refuse to grant a permit if a relevant recommending referral authority objects to the grant of permit	GMI, MTPB, PC	
s.61(3)(a)	duty not to decide to grant a permit to use coastal Crown land without Minister's consent	Stays with Council	not delegated <i>Coastal Management Act 1995</i> not relevant to Moira Shire
s.61(3)(b)	duty to refuse to grant the permit without the Minister's consent	Stays with Council	not delegated <i>Coastal Management Act 1995</i> not relevant to Moira Shire
s.61(4)	duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	GMI, MTPB, PC	
s.62(1)	duty to include certain conditions in deciding to grant a permit	GMI, MTPB, PC, SP, LUP, TP, DCO	if objection/s received delegation not valid – power stays with Council

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.62(2)	power to include other conditions	GMI, MTPB, PC, SP, LUP, TP, DCO	if objection/s received delegation not valid – power stays with Council
s.62(4)	duty to ensure conditions are consistent with subsections (a),(b) and (c)	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.62(5)(a)	power to include a permit condition to implement an approved development contributions plan	GMI, MTPB, PC, SP, LUP, TP, DCO	
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 section 173 agreement	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.62(5)(c)	power to include a permit condition that specified works be provided or paid for by the applicant	GMI, MTPB, PC, SP, LUP, TP, DCO	
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 s.62(5) or s.46N	GMI, MTPB, PC, SP, LUP, TP, DCO	section 173 Agreement to be signed by Chief Executive Officer and be signed and sealed by Council.
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)	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.63	duty to issue the permit where made a decision in favour of the application (if no one has objected)	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.64(1)	duty to give notice of decision to grant a permit to applicant and objectors	GMI, MTPB, PC	this provision applies also to a decision to grant an amendment to a permit – see section 75
s.64(3)	duty not to issue a permit until after the specified period	GMI, MTPB, PC, SP, LUP, TP, DCO	this provision applies also to a decision to grant an amendment to a permit – see section 75

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 22 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.64(5)	duty to give each objector a copy of an exempt decision	GMI, MTPB, PC, SP, LUP, TP, DCO	this provision applies also to a decision to grant an amendment to a permit – see section 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	GMI, MTPB, PC, SP, LUP	this provision applies also to a decision to grant an amendment to a permit - see section 75A (not yet in force)
s.65(1)	duty to give notice of refusal to grant permit to applicant and person who objected under section 57	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.66(1)	duty to give notice under s.64 or s.65 and copy permit to relevant determining referral authorities	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.66(2)	duty to give a recommending referral authority notice of its decision to grant a permit	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	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	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	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(6)	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 section 64 or 65	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	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	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.69(1A)	function of receiving application for extension of time to complete development	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.69(2)	power to extend time	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.70	duty to make copy permit available for inspection	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.71(1)	power to correct certain mistakes	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.71(2)	duty to note corrections in register	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.73	power to decide to grant amendment subject to conditions	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.74	duty to issue amended permit to applicant if no objectors	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.76	duty to give applicant and objectors notice of decision to refuse to grant amendment to permit	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.76A(1)	duty to give relevant determining referral authorities copy of amended permit and copy of notice	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.76A(2)	duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	GMI, MTPB, PC, SP, LUP, TP, DCO	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	GMI, MTPB, PC, SP, LUP, TP, DCO	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(6)	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 section 64 or 76	GMI, MTPB, PC, SP, LUP, TP, DCO	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	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.83	function of being respondent to an appeal	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.83B	duty to give or publish notice of application for review	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	fee must be charged to the applicant for providing notice
s.84(1)	power to decide on an application at any time after an appeal is lodged against failure to grant a permit	GMI, MTPB, PC	if objection/s received delegation not valid – power stays with Council

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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	GMI, MTPB, PC	
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	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.84(6)	duty to issue permit on receipt of advice within 3 working days	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.86	duty to issue a permit at order of Tribunal within 3 working days	GMI, MTPB, PC, SP, LUP, TP, DCO	must be reported to Council
s.87(3)	power to apply to VCAT for the cancellation or amendment of a permit	GMI, MTPB, PC	must be reported to Council
s.90(1)	function of being heard at hearing of request for cancellation or amendment of a permit	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.91(2)	duty to comply with the directions of the VCAT	GMI, MTPB, PC, SP, LUP, TP, DCO	must be reported to Council
s.91(2A)	duty to issue amended permit to owner if Tribunal so directs	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.92	duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s.90	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.93(2)	duty to give notice of VCAT order to stop development	GMI, MTPB, PC, DCO	must be reported to Council

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.95(3)	function of referring certain applications to the Minister	GMI, MTPB, PC	must be reported to Council
s.95(4)	duty to comply with an order or direction	GMI, MTPB, PC	
s.96(1)	duty to obtain a permit from the Minister to use and develop its land	GMI, MTPB	
s.96(2)	function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land	GMI, MTPB	must be reported to Council
s.96A(2)	power to agree to consider an application for permit concurrently with preparation of proposed amendment	GMI, MTPB, PC	must be reported to Council
s.96C	power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s.96C	GMI, MTPB, PC	
s.96F	duty to consider the panel's report under section 96E	GMI, MTPB, PC	
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 <i>Planning and Environment (Planning Schemes) Act 1996</i>)	GMI, MTPB, PC	must be reported to Council
s.96H(3)	power to give notice in compliance with Minister's direction	GMI, MTPB, PC	
s.96J	power to issue permit as directed by the Minister	GMI, MTPB, PC	must be reported to Council

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 27 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.96K	duty to comply with direction of the Minister to give notice of refusal	GMI, MTPB, PC	must be reported to Council
s.97C	power to request Minister to decide the application	Stays with Council	not delegated
s.97D(1)	duty to comply with directions of Minister to supply any document or assistance relating to application	GMI, MTPB, PC	
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	GMI, MTPB, PC	
s.97G(6)	duty to make a copy of permits issued under s.97F available for inspection	GMI, MTPB, PC; SP, LUP, TP, DCO, BSP, ASP	
s.97L	duty to include Ministerial decisions in a register kept under s.49	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.97MH	duty to provide information or assistance to the Planning Application Committee	GMI, MTPB, PC	
s.97MI	duty to contribute to the costs of the Planning Application Committee or subcommittee	GMI, MTPB, PC	
s.97O	duty to consider application and issue or refuse to issue certificate of compliance	GMI, MTPB, PC	
s.97P(3)	duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.97Q(2)	function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.97Q(4)	duty to comply with directions of VCAT	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.97R	duty to keep register of all applications for certificate of compliance and related decisions	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.98(1)&(2)	function of receiving claim for compensation in certain circumstances	GMI, MTPB	must be reported to Council
s.98(4)	duty to inform any person of the name of the person from whom compensation can be claimed	GMI, MTPB	
s.101	function of receiving claim for expenses in conjunction with claim	GMI, MTPB	
s.103	power to reject a claim for compensation in certain circumstances	GMI, MTPB	must be reported to Council
s.107(1)	function of receiving claim for compensation	GMI, MTPB	must be reported to Council
s.107(3)	power to agree to extend time for making claim	GMI	
s.114(1)	power to apply to the VCAT for an enforcement order	GMI, MTPB, PC, DCO	must be reported to Council
s.117(1)(a)	function of making a submission to the VCAT where objections are received	GMI, MTPB, PC, DCO	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 29 of 56

FILE NO: F13/202
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.120(1)	power to apply for an interim enforcement order where s.114 application has been made	GMI, MTPB, PC, DCO	must be reported to Council
s.123(1)	power to carry out work required by enforcement order and recover costs	GMI, MTPB, PC, DCO	must be reported to Council
s.123(2)	power to sell buildings, materials, etc salvaged in carrying out work under s.123(1)	GMI, MTPB, PC, DCO	except Crown Land
s.129	function of recovering penalties	GMI, MTPB, PC, DCO	
s.130(5)	power to allow person served with an infringement notice further time	GMI, MTPB, PC, DCO	
s.149A(1)	power to refer a matter to the VCAT for determination	GMI, MTPB, PC	
s.149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement	GMI, MTPB, PC	
s.156	duty to pay fees and allowances (including a payment to the Crown under subsection (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 subsection (2B)); power to ask for contribution under subsection (3) and power to abandon amendment or part of it under subsection (4)	GMI, MTPB, PC	where Council is the relevant planning authority
s.171(2)(f)	power to carry out studies and commission reports	GMI, MTPB	subject to approved budget
s.171(2)(g)	power to grant and reserve easements	GMI, MTPB	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 30 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.173	power to enter into agreement covering matters set out in s.174	CEO, GMI	
---	power to decide whether something is to the satisfaction of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires something to be to the satisfaction of Council or Responsible Authority	GMI, MTPB, PC	
---	power to give consent on behalf of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires that something may not be done without the consent of Council or Responsible Authority	GMI, MTPB, PC	
s.177(2)	power to end a section 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	GMI, MTPB, PC	
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	
s.178A(1)	function of receiving application to amend or end an agreement	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.178A(3)	function of notifying the owner as to whether it agrees in principle to the proposal under s.178A(1)	GMI, MTPB, PC	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 31 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.178A(4)	function of notifying the applicant and the owner as to whether it agrees in principle to the proposal	GMI, MTPB, PC, SP, LUP	
s.178A(5)	power to propose to amend or end an agreement	GMI, MTPB, PC, SP, LUP	
s.178B(1)	duty to consider certain matters when considering proposal to amend an agreement	GMI, MTPB, PC, SP, LUP	
s.178B(2)	duty to consider certain matters when considering proposal to end an agreement	GMI, MTPB, PC, SP, LUP	
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	GMI, MTPB, PC, SP, LUP	
s.178C(4)	function of determining how to give notice under s.178C(2)	GMI, MTPB, PC, SP, LUP	
s.178E(1)	duty not to make decision until after 14 days after notice has been given	GMI, MTPB, PC, SP, LUP	
s.178E(2)(a)	power to amend or end the agreement in accordance with the proposal	GMI, MTPB, PC, SP, LUP	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	GMI, MTPB, PC, SP, LUP	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	GMI, MTPB, PC, SP, LUP	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	GMI, MTPB, PC, SP, LUP	After considering objections, submissions and matters in s.148B

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 32 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.178E(3)(b)	power to amend or end the agreement in a manner that is not substantively different from the proposal	GMI, MTPB, PC, SP, LUP	After considering objections, submissions and matters in s.148B
s.178E(3)(c)	power to amend or end the agreement in a manner that is substantively different from the proposal	GMI, MTPB, PC, SP, LUP	After considering objections, submissions and matters in s.148B
s.178E(3)(d)	power to refuse to amend or end the agreement	GMI, MTPB, PC, SP, LUP	After considering objections, submissions and matters in s.148B
s.178F(1)	duty to give notice of its decision under s.178E(3)(a) or (b)	GMI, MTPB, PC, SP, LUP	
s.178F(2)	duty to give notice of its decision under s.178E(2)(c) or (3)(d)	GMI, MTPB, PC, SP, LUP	
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	GMI, MTPB, PC, SP, LUP	
s.178G	duty to sign amended agreement and give copy to each other party to the agreement	GMI, MTPB, PC	
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	GMI, MTPB, PC	
s.178I(3)	duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	GMI, MTPB, PC, SP, LUP	
s.179(2)	duty to make available for inspection copy agreement	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.181	duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.181(1A)(a)	power to apply to the Registrar of Titles to record the agreement	GMI, MTPB, PC, SP, LUP	
s.181(1A)(b)	duty to apply to the Registrar of Titles, without delay, to record the agreement	GMI, MTPB, PC, SP, LUP	
s.182	power to enforce an agreement	GMI, MTPB, PC, DCO	must be reported Council
s.183	duty to tell Registrar of Titles of ending/amendment of agreement	GMI, MTPB, PC, SP, LUP, TP, DCO	
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	GMI, MTPB, PC	
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	GMI, MTPB, PC, SP, LUP	
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	GMI, MTPB, PC	
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	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
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(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.184G(2)	duty to comply with a direction of the Tribunal	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.184G(3)	duty to give notice as directed by the Tribunal	GMI, MTPB, PC, SP, LUP, TP, DCO	
s.198(1)	function to receive application for planning certificate	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.199(1)	duty to give planning certificate to applicant	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.201(1)	function of receiving application for declaration of underlying zoning	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
s.201(3)	duty to make declaration	GMI, MTPB, PC	
---	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	GMI, MTPB, PC, SP, LUP, TP, DCO	
---	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	GMI, MTPB, PC	
---	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	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
---	power to give written authorisation in accordance with a provision of a planning scheme	GMI, MTPB, PC, SP, LUP, TP, DCO	

RAIL SAFETY ACT 2006			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
s.33	duty to comply with a direction of the Safety Director under this section	GMI, MO, SWS	where council is a utility under s3
s.33A	duty to comply with a direction of the Safety Director to give effect to arrangements under this section	GMI, MO, SWS	duty of council as a road authority under the <i>Road Management Act 2004</i>
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 s33(1)	GMI, MO, SWS	where council is a utility under s3
s.34C(2)	function of entering into safety interface agreements with rail infrastructure manager	GMI, MO, SWS	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	GMI, MO, SWS	where council is the relevant road authority
s.34D(2)	function of receiving written notice of opinion	GMI, MO, SWS	where council is the relevant road authority
s.34D(4)	function of entering into safety interface agreement with infrastructure manager	GMI, MO, SWS	where council is the relevant road authority

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RAIL SAFETY ACT 2006			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
s.34E(1)(a)	duty to identify and assess risks to safety	GMI, MO, SWS	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 section 34E(2)(a)-(c)	GMI, MO, SWS	where council is the relevant road authority
s.34E(3)	duty to seek to enter into a safety interface agreement with rail infrastructure manager	GMI, MO, SWS	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 section 34D(2)(a)	GMI, MO, SWS	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 section 34D(2)(a)	GMI, MO, SWS	where council is the relevant road authority
s.34F(2)	duty to seek to enter into a safety interface agreement with rail infrastructure manager	GMI, MO, SWS	where council is the relevant road authority
s.34H	power to identify and assess risks to safety as required under sections 34B, 34C, 34D, 34E or 34F in accordance with subsections (a)-(c)	GMI, MO, SWS	where council is the relevant road authority
s.34I	function of entering into safety interface agreements	GMI, MO, SWS	where council is the relevant road authority
s.34J(2)	function of receiving notice from Safety Director	GMI, MO, SWS	where council is the relevant road authority
s.34J(7)	duty to comply with a direction of the Safety Director given under section 34J(5)	GMI, MO, SWS	where council is the relevant road authority
s.34K(2)	duty to maintain a register of items set out in subsections (a)-(b)	GMI, MO, SWS	where council is the relevant road authority

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RESIDENTIAL TENANCIES ACT 1997			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.142D	function of receiving notice regarding an unregistered rooming house	TLEH, EHO	
s.142G(1)	duty to enter required information in Rooming House Register for each rooming house in municipal district	TLEH, EHO	
s.142G(2)	power to enter certain information in the Rooming House Register	TLEH, EHO	
s.142I(2)	power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	TLEH, EHO	
s.252	power to give tenant a notice to vacate rented premises if subsection (1) applies	Not applicable	where council is the landlord
s.262(1)	power to give tenant a notice to vacate rented premises	Not applicable	where council is the landlord
s.262(3)	power to publish its criteria for eligibility for the provision of housing by council	Not applicable	Council is not a landlord
s.518F	power to issue notice to caravan park regarding emergency management plan if determined that the plan does not comply with the requirements	TLEH, EHO	
s.522(1)	power to give a compliance notice to a person	TLEH, EHO	
s.525(2)	power to authorise an officer to exercise powers in s.526 (either generally or in a particular case)	CEO, GMI	
s.525(4)	duty to issue identity card to authorised officers	CEO, GMI, CGO	must be signed by Chief Executive Officer

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 38 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RESIDENTIAL TENANCIES ACT 1997			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.526(5)	duty to keep record of entry by authorised officer under section 526	TLEH, EHO	
s.526A(3)	function of receiving report of inspection	TLEH, EHO	
s.527	authorise a person to institute proceedings (either generally or in a particular case)	CEO, GMI	delegate to consult with Chief Executive Officer

ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.11(1)	power to declare a road by publishing a notice in the Government Gazette	GMI, MCA, ATL, MSP	subject to Council resolution declaring road; obtain consent in circumstances specified in s11(2)
s.11(8)	power to name a road or change the name of a road by publishing notice in Government Gazette	GMI, MCA, ATL, MSP	subject to Council resolution to name the road
s.11(9)(b)	duty to advise Registrar	GMI, MCA, ATL, MSP	subject to Council resolution to name the road
s.11(10)	duty to inform Secretary to Department of Sustainability and Environment of declaration etc.	GMI, MCA, ATL	clause subject to s11(10A) subject to Council resolution to declare, name, discontinue etc
s.11(10A)	duty to inform Secretary to Department of Sustainability and Environment or nominated person	GMI, MCA, ATL	where council is the coordinating road authority
s.12(2)	power to discontinue road or part of a road	GMI	where council is the coordinating road authority subject to Council resolution to discontinue the road

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.12(4)	power to publish, and provide copy, notice of proposed discontinuance	GMI, MCA, ATL, MSP	power of coordinating road authority where it is the discontinuing body unless subsection (11) applies
s.12(5)	duty to consider written submissions received within 28 days of notice	GMI, MCA, ATL, MSP	duty of coordinating road authority where it is the discontinuing body unless subsection (11) applies
s.12(6)	function of hearing a person in support of their written submission	GMI	function of coordinating road authority where it is the discontinuing body unless subsection (11) applies
s.12(7)	duty to fix day, time and place of meeting under subsection (6) and to give notice	GMI	duty of coordinating road authority where it is the discontinuing body unless subsection (11) applies
s.12(10)	duty to notify of decision made	GMI	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	GMI, MCA, ATL, MSP	subject to Council resolution to fix a boundary road power of coordinating road authority and obtain consent under s13(3) and s13(4) as appropriate
s.14(4)	function of receiving notice from VicRoads	GMI, MCA, ATL, MSP, MO	
s.14(7)	power to appeal against decision of VicRoads	CEO	

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.15(1)	power to enter into arrangement with another road authority, or a provider of public transport to transfer a road management function of the road authority to the other road authority or provider of public transport	Stays with Council	not delegated
s.15(1A)	power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority	Stays with Council	not delegated
s.15(2)	duty to include details of arrangement in public roads register	GMI, MCA, ATL, MSP	
s.16(7)	power to enter into an arrangement under s15	Stays with Council	not delegated
s.16(8)	duty to enter details of determination in public roads register	GMI, MCA, ATL, MSP	
s.17(2)	duty to register public road in public roads register	GMI, MCA, ATL, MSP	where council is the coordinating road authority
s.17(3)	power to decide that a road is reasonably required for general public use	Stays with Council	not delegated 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	GMI, MCA, ATL	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	Stays with Council	not delegated 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	GMI, MCA, ATL, MSP	subject to Council resolution that road no longer reasonably required for general public use where council is the coordinating road authority

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.18(1)	power to designate ancillary area	GMI, MCA, ATL, MSP	where council is the coordinating road authority, and obtain consent in circumstances specified in s18(2)
s.18(3)	duty to record designation in public roads register	GMI, MCA, ATL, MSP	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	GMI, MCA, ATL, MSP	
s.19(4)	duty to specify details of discontinuance in public roads register	GMI, MCA, ATL, MSP	
s.19(5)	duty to ensure public roads register is available for public inspection	GMI, MCA, ATL, MSP	
s.21	function of replying to request for information or advice.	GMI	obtain consent in circumstances specified in s11(2)
s.22(2)	function of commenting on proposed direction	GMI	
s.22(4)	duty to publish a copy or summary of any direction made under section 22 by the Minister in its annual report.	GMI, MCA, ATL, MCO	
s.22(5)	duty to give effect to a direction under this section.	GMI, MCA, ATL	
s.40(1)	duty to inspect, maintain and repair a public road	GMI, MO, SFBP, SWS, TLO, MCA, ATL, ATO, TO	
s.40(5)	power to inspect, maintain and repair a road which is not a public road	GMI, MO, SFBP, TLO, MCA, ATL, ATO, TO	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
instrument of delegation from council to members council staff s6 - february 2015

Page 42 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.41(1)	power to determine the standard of construction, inspection, maintenance and repair	GMI, MCA, ATL, MO, MSP	
s.42(1)	power to declare, by public notice, a public road as a controlled access road	GMI, MCA, ATL, MSP	subject to Council resolution to declare power of coordinating road authority and Schedule 2 also applies
s.42(2)	power to amend or revoke declaration by notice published in Government Gazette	GMI, MCA, ATL, MCO, MSP	subject to Council resolution to amend or revoke power of coordinating road authority and Schedule 2 also applies
s.42A(3)	duty to consult with VicRoads before road is specified	GMI, MCA, ATL, MSP	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	GMI, MCA, ATL, MSP	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)	GMI, MCA, ATL, MO, SWS	where council is the responsible road authority, infrastructure manager or works manager
s.48M(3)	function of consulting with the Secretary for purposes of developing guidelines under section 48M	GMI, MCA, ATL, MO	
s.48N	duty to notify the Secretary of the location of the bus stopping point and the action taken by council	GMI, MCA, ATL, MO, MSP	
s.49	power to develop and publish a road management plan	GMI, MCA, ATL, MO, MSP	must be adopted by Council before publishing

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.51	power to determine standards by incorporating the standards in a road management plan	Stays with Council	not delegated
s.53(2)	power to cause notice to be published in Government Gazette of amendment etc. of document in road management plan	GMI, MCA, ATL, MSP	subject to Council resolution of amendment etc of document
s.54(2)	duty to give notice of proposal to make a road management plan	GMI, MCA, ATL, MSP	subject to Council resolution of proposal to make a road management plan
s.54(5)	duty to conduct a review of road management plan at prescribed intervals	GMI, MCA, ATL, MO, MSP	
s.54(6)	power to amend road management plan	Stays with Council	not delegated
s.54(7)	duty to incorporate the amendments into the road management plan	GMI, MCA, ATL, MO, MSP	
s.55(1)	duty to cause notice of road management plan to be published in Government Gazette and newspaper	GMI, MCA, ATL, MSP	
s.63(1)	power to consent to conduct of works on road	GMI, MCA, ATL, MO, SWS, ATO, ASA, MSP	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	GMI, MCA, ATL, MO, SFBP, SWS, TLO, MSP	where council is the infrastructure manager
s.64(1)	duty to comply with clause 13 of Schedule 7	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.66(1)	power to consent to structure etc	GMI, MCA, MO, MSP	advertising signs are subject to consultation with Safety and Amenity / Town Planning 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	GMI, MCA, ATL, MSP, MSAE, CSA, SAO, BSSA, ASSA	where council is the coordinating road authority
s.67(3)	power to request information	GMI, MSAE, CSA, SAO, BSSA, ASSA, MSP	where council is the coordinating road authority
s.68(2)	power to request information	GMI, MSAE, CSA, SAO, BSSA, ASSA, MSP	where council is the coordinating road authority
s.71(3)	power to appoint an authorised officer	CEO	
s.72	duty to issue an identity card to each authorised officer	GMI, MSAE, CSA, CGO, BSSA, ASSA	must be signed by Chief Executive Officer
s.85	function of receiving report from authorised officer	GMI, MSAE, CSA, SAO, BSSA, ASSA	
s.86	duty to keep register re s85 matters	GMI, MSAE, CSA, SAO, BSSA, ASSA	
s.87(1)	function of receiving complaints	GMI, MSAE, CSA, SAO, BSSA, ASSA	
s.87(2)	duty to investigate complaint and provide report	GMI, MSAE, CSA, SAO	

FILE NO: F13/202
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.112(2)	power to recover damages in court	GMI, MSAE, CSA	
s.116	power to cause or carry out inspection	GMI, MO, SWS, MCA, ATL, ATO, TO, MSP	
s.119(2)	function of consulting with VicRoads	GMI, MO, MCA, ATL, MSP	
s.120(1)	power to exercise road management functions on an arterial road (with the consent of VicRoads)	GMI, MO, MSP, MCA, ATL, TLO	
s.120(2)	duty to seek consent of VicRoads to exercise road management functions before exercising power in section 120(1)	GMI, MO, SWS, MCA, ATL, TLO, MSP	
s.121(1)	power to enter into an agreement in respect of works	GMI, MO, MCA, ATL, MSP	
s.122(1)	power to charge and recover fees	GMI, MO, MCA, ATL	Fees and charges set by Council during budget process
s.123(1)	power to charge for any service	GMI, MO, MCA, ATL	Fees and charges set by Council during budget process
Schedule 2 Clause 2(1)	power to make a decision in respect of controlled access roads	GMI	
Schedule 2 Clause 3(1)	duty to make policy about controlled access roads	Stays with Council	not delegated
Schedule 2 Clause 3(2)	power to amend, revoke or substitute policy about controlled access roads	Stays with Council	not delegated

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 46 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 2 Clause 4	function of receiving details of proposal from VicRoads	GMI, MCA, ATL, MO	
Schedule 2 Clause 5	duty to publish notice of declaration	GMI, MCA, ATL, MO, MSP	
Schedule 7, Clause 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	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager
Schedule 7, Clause 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	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager
Schedule 7, Clause 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	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager responsible for non-road infrastructure
Schedule 7, Clause 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	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager
Schedule 7, Clause 10(2)	where Schedule 7 Clause 10(1) applies; duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	GMI, MCA, ATL, MO, SWS, MSP	where council is the infrastructure manager or works manager

FILE NO: F13/202
6. GOVERNANCE

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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 7 Clause 12(2)	power to direct infrastructure manager or works manager to conduct reinstatement works	GMI, MCA, ATL, MSP, MO	where council is the coordinating road authority
Schedule 7 Clause 12(3)	power to take measures to ensure reinstatement works are completed	GMI, MCA, ATL, MSP, MO	where council is the coordinating road authority
Schedule 7 Clause 12(4)	duty to ensure that works are conducted by an appropriately qualified person	GMI, MCA, ATL, MSP	where council is the coordinating road authority
Schedule 7 Clause 12(5)	power to recover costs	GMI, MCA, ATL, MSP	where council is the coordinating road authority
Schedule 7, Clause 13(1)	duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to Schedule 7, Clause 13(2)	GMI, MCA, ATL, MO, MSP	where council is the works manager
Schedule 7 Clause 13(2)	power to vary notice period	GMI, MCA, ATL, MSP	where council is the coordinating road authority
Schedule 7, Clause 13(3)	duty to ensure works manager has complied with obligation to give notice under Schedule 7, Clause 13(1)	GMI, MCA, ATL, MO, MSP	where council is the infrastructure manager
Schedule 7 Clause 16(1)	power to consent to proposed works	GMI, MCA, ATL, ATO, ASA, MSP	where council is the coordinating road authority
Schedule 7 Clause 16(4)	duty to consult	GMI, MCA, ATL, ATO, ASA, MSP	where council is the coordinating road authority, responsible authority or infrastructure manager
Schedule 7 Clause 16(5)	power to consent to proposed works	GMI, MCA, ATL, ATO, ASA, MSP	where council is the coordinating road authority
Schedule 7 Clause 16(6)	power to set reasonable conditions on consent	GMI, MCA, ATL, ATO, ASA, MSP	where council is the coordinating road authority

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff s6 - february 2015

Page 48 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 7 Clause 16(8)	power to include consents and conditions	GMI, MCA, ATL, ATO, ASA, MSP	where council is the coordinating road authority
Schedule 7 Clause 17(2)	power to refuse to give consent and duty to give reasons for refusal	GMI, MCA, ATL, MSP	where council is the coordinating road authority
Schedule 7 Clause 18(1)	power to enter into an agreement	GMI	where council is the coordinating road authority
Schedule 7 Clause 19(1)	power to give notice requiring rectification of works	GMI, MSAE, CSA, SAO, MO, MSP, ATL	where council is the coordinating road authority
Schedule 7 Clause 19(2) & (3)	power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	GMI, MSAE, CSA, SAO, MO, MSP, ATL	where council is the coordinating road authority
Schedule 7 Clause 20(1)	power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	GMI, MSAE, CSA, SAO, MO, MSP	where council is the coordinating road authority
Schedule 7A Clause 2	power to cause street lights to be installed on roads	GMI, MCA, ATL, MSP	power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road
Schedule 7A Clause 3(1)(d)	duty to pay installation and operation costs of street lighting - where road is not an arterial road	GMI, MCA, ATL, MSP	where council is the responsible road authority
Schedule 7A Clause 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	GMI, MCA, ATL, MSP	where council is the responsible road authority

FILE NO: F13/202
6. GOVERNANCE

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(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 7A Clause (3)(1)(f).	duty to pay installation and percentage of operation costs of street lighting –for arterial roads in accordance with clauses 3(2) and 4	GMI, MCA, ATL, MSP	duty of council as responsible road authority that installed the light (re: installation costs) and where council is relevant municipal council (re: operating costs)

PLANNING AND ENVIRONMENT REGULATIONS 2005			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
r.6	duty of responsible authority to provide copy of matter considered under section 60(1A)(g) for inspection free of charge	GMI, MTPB, PC, SP, LUP, TP, DCO, BSP, ASP	
r.8	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.	GMI, MTPB, PC	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.22	power of responsible authority to require verification of information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in application for permit or to amend a permit or any information provided under section 54 of the Act	GMI, MTPB, PC	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
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REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT REGULATIONS 2005			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
r.40	function of receiving notice under section 96C(1)(c) of the Act from a planning authority of its preparation of an amendment to a planning scheme	GMI, MTPB, PC	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.55	duty of responsible authority to tell Registrar of Titles under r 183 of the Act of the cancellation or amendment of an agreement	GMI, MTPB, PC	

PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2014 * These regulations expire on 16 October 2015			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
r.16	power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	GMI, MTPB, PC	
r.17	power to waive or rebate a fee relating to an amendment of a planning scheme	GMI, MTPB, PC	
r.18	duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r.16 or 17	GMI, MTPB, PC, SP, LUP, TP, DCO	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.7	function of entering into a written agreement with a caravan park owner	TLEH, EHO	
r.11	function of receiving applications for registration	TLEH, EHO	
r.13(1)	duty to grant registration if (a) and (b) are satisfied	TLEH, EHO	
r.13(2)	duty to renew the registration if satisfied that the caravan park complies with these regulations	TLEH, EHO	
r.13(2)	power to refuse to renew the registration if not satisfied that the caravan park complies with these regulations	TLEH, EHO	
r.13(4) & (5)	duty to issue a certificate of registration	TLEH, EHO	
r.15(1)	function of receiving notice of transfer of ownership	TLEH, EHO	
r.15(3)	power to determine where notice of transfer is displayed	TLEH, EHO	
r.16(1)	duty to transfer registration to new caravan park owner	TLEH, EHO	
r.16(2)	duty to issue certificate of transfer of registration	TLEH, EHO	
r.17(1)	power to determine the fee to accompany applications for registration or applications for renewal of registration	TLEH, EHO	
r.18	duty to keep register of caravan parks	TLEH, EHO	
r.19(4)	power to determine where the emergency contact person's details are displayed	TLEH, EHO	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff: s6 - february 2015

Page 62 of 66

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.19(6)	power to determine where certain information is displayed	TLEH, EHO	
r.22A(1)	duty to notify a caravan park owner of the relevant emergency services agencies for the caravan park, on the request of the caravan park owner	TLEH, EHO	
r.22A(2)	duty to consult with relevant emergency services agencies	TLEH, EHO	
r.23	power to determine places in which caravan park owner must display a copy of emergency procedures	TLEH, EHO	
r.24	power to determine places in which caravan park owner must display copy of public emergency warnings	TLEH, EHO	
r.25(3)	duty to consult with relevant floodplain management authority	TLEH, EHO	
r.26	duty to have regard to any report of the relevant fire authority	TLEH, EHO	
r.28(c)	power to approve system for the collection, removal and disposal of sewage and waste water from a movable dwelling	TLEH, EHO	
r.39	function of receiving notice of proposed installation of unregistrable movable dwelling or rigid annexe	TLEH, EHO	
r.39(b)	power to require notice of proposal to install unregistrable movable dwelling or rigid annexe	TLEH, EHO	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.40(4)	function of receiving installation certificate	TLEH, EHO	
r.42	power to approve use of a non-habitable structure as a dwelling or part of a dwelling	TLEH, EHO	
Schedule 3 clause 4(3)	power to approve the removal of wheels and axles from unregistrable movable dwelling	TLEH, EHO	

ROAD MANAGEMENT (GENERAL) REGULATIONS 2005			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.301(1)	duty to conduct reviews of road management plan	GMI, MCA, ATL, MO, MSP	
r.302(2)	duty to give notice of review of road management plan	GMI, MCA, ATL, MO, MSP	
r.302(5)	duty to produce written report of review of road management plan and make report available	GMI, MCA, ATL, MO, MSP	
r.303	duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under section 41 of the Act	GMI, MCA, ATL, MO, MSP	
r.306(2)	duty to record on road management plan the substance and date of effect of amendment	GMI, MCA, ATL, MO, MSP	

Maddocks Update December 2014 – for consideration by Council 23 February 2015 (Maddocks Conditions and Limitations in bold)
Instrument of delegation from council to members council staff S6 - February 2015

Page 54 of 56

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT (GENERAL) REGULATIONS 2005			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.501(1)	power to issue permit	GMI, MCA, ATL, ATO, ASA, MO, MSP	where council is the coordinating road authority
r.501(4)	power to charge fee for issuing permit under r.501(1)	GMI, MCA, ATL, ATO, ASA, MO, MSP	as determined by Council where council is the coordinating road authority
r.503(1)	power to give written consent to person to drive on road a vehicle which is likely to cause damage to road	GMI, MCA, ATL, MSP	in consultation with Manager Operations where council is the coordinating road authority
r.508(3)	power to make submission to Tribunal	GMI	where council is the coordinating road authority
r.509(1)	power to remove objects, refuse, rubbish or other material deposited or left on road	GMI, MO, SFBP, SWS, TLO, MSAE, CSA, SAO	where council is the responsible road authority
r.509(2)	power to sell or destroy things removed from road or part of road (after first complying with r.509(3))	GMI, MO, MSAE, CSA, SAO	where council is the responsible road authority
r.509(4)	power to recover in the Magistrates' Court, expenses from person responsible	GMI, MSAE, CSA, SAO, MO	

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT (WORKS AND INFRASTRUCTURE) REGULATIONS 2005			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.10	power, where consent given under s.63(1) of the Act, to exempt a person from requirement under clause 13(1) of Schedule 7 to that Act to give notice as to the completion of those works	GMI	where council is the coordinating road authority and where consent given under section 63(1) of the Act
r.18(2)	power to waive whole or part of fee in certain circumstances	GMI	where council is the coordinating road authority

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

ATTACHMENT No [4] - Instrument of Delegation to Members of Council Staff
changes

**Moira Shire Council
Instrument of Delegation
to Members of Council Staff**

Summary of Changes

January 2015

Maddocks Lawyers Update of 3 December 2014

Considered by CMT – 3 February 2015

**for
Council Briefing – 9 February 2015**

Council Meeting – 23 February 2015

Organisational changes

New Title		Previous Title	
ATL	Assets Team Leader	AE	Assets Executive
GMC	General Manager Corporate	DCG	Director Corporate Governance
GMI	General Manager Infrastructure	DC	Director Community
GMI	General Manager Infrastructure	DI	Director Infrastructure
MCO	Media and Communications Officer	CO	Communications Officer
MCO	Media and Communications Officer	MEO	Media Officer
MO	Manager Operations	EMO	Executive Manager Operations
MSP	Manager Strategic Projects	EE	Executive Engineer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [4] - Instrument of Delegation to Members of Council Staff
changes**

S6 - Instrument of Delegation to Members of Council Staff



Instrument of Delegation

In exercise of the power conferred by section 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. records that a reference in the Schedule to abbreviations in column 3 means the following positions:

ASA	Administration Support Officer (Assets)	AE	Assets Executive	EMO	Executive Manager Operations
ASSA	Administration Support Officer Safety and Amenity	ATL	Assets Team Leader	GMC	General Manager Corporate
ASP	Administration Support Officer Planning	BSP	Business Support Officer Planning	GMI	General Manager Infrastructure
ATO	Assets Technical Officer	BSSA	Business Support Officer Safety and Amenity	LUP	Land Use Planner
CGO	Corporate Governance Officer	CEO	Chief Executive Officer	MCA	Manager Construction and Assets
CSA	Co-ordinator Safety and Amenity	CGO	Corporate Governance Officer	MCO	Media and Communications Officer
DCO	Development Compliance Officer	CO	Communications Officer	MEO	Media Officer
DC	Director Community	CSA	Co-ordinator Safety and Amenity	MF	Manager Finance
DI	Director Infrastructure	DCG	Director Corporate Governance	MO	Manager Operations
EE	Executive Engineer	DCO	Development Compliance Officer	MSAE	Manager Safety, Amenity and Environment
EHO	Environmental Health Officer	DC	Director Community	MSP	Manager Strategic Projects
EHTO	Environmental Health Technical Officer	DI	Director Infrastructure	MTPB	Manager Town Planning and Building
		EE	Executive Engineer	PC	Planning Co-ordinator
		EHO	Environmental Health Officer	SAO	Safety and Amenity Officer
		EHTO	Environmental Health Technical Officer	SP	Senior Planner
				SFBP	Superintendent Fleet, Building Maintenance and Parks
				SWS	Superintendent Works and Services
				TLEH	Team Leader Environmental Health
				TLO	Team Leader Operations
				TO	Technical Officer (Assets)
				TP	Town Planner

3. declares that:
 - 3.1 this Instrument of Delegation is authorised by a resolution of Council passed on ~~23 February 2015~~ ~~October 2014~~ 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
 - 3.2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts.

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [4] - Instrument of Delegation to Members of Council Staff
changes**

S6 - Instrument of Delegation to Members of Council Staff



- 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) strategyadopted 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 section 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.

The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by
authority of the Council on the
day of February 2015
in presence of:

.....Chief Executive Officer

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER,
LISA DEAYTON)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

**REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND
COUNCIL STAFF (cont'd)**

**ATTACHMENT No [4] - Instrument of Delegation to Members of Council Staff
changes**

S6 - Instrument of Delegation to Members of Council Staff



SCHEDULE

INDEX

PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2013.....	5
PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2014.....	5
RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010.....	5

FILE NO: F13/202
6. GOVERNANCE

ITEM NO: 9.1.6
(CORPORATE GOVERNANCE OFFICER, LISA DEAYTON)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER AND COUNCIL STAFF (cont'd)

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2013 *These regulations expire on 18 October 2014*

PLANNING AND ENVIRONMENT (FEES) FURTHER INTERIM REGULATIONS 2014 *Note: these Regulations expire on 16 October 2015*

Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.16	power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	GMI, MTPB, PC	
r.17	power to waive or rebate a fee relating to an amendment of a planning scheme	GMI, MTPB, PC	
r.18	duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r.16 or 17	GMI, MTPB, PC, SP, LUP, TP, DCO	

ROAD MANAGEMENT ACT 2004

Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.116	power to cause or carry out inspection	GMI, MO, SWS, MCA, ATL, ATO, TO, MSP	

RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010

Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.13(2)	power to refuse to renew the registration if not satisfied that the caravan park complies with these regulations	TLEH, EHO	

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID
BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE,
DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT

RECOMMENDATION

That Council receive the quarterly progress report against the adopted 2013/14 to 2016/17 for the period 1 July 2014 – 31 December 2014.

1. Executive Summary

In accordance with the requirements of the Local Government Act 1989, a quarterly report is to be presented to Council detailing the progress against the Council Plan in that reporting period.

This report contains details and progress of the Strategic Indicators (KPIs) contained within the adopted 2013-14 to 2016/17 Council Plan as at 31 December 2014. Each of the 119 strategic indicators is on target at this time and details on each is included in **Attachment 1** of this report.

2. Background and Options

Council adopted its 2013/14 – 2016/17 Council Plan at its Ordinary meeting in May 2013.

The Council Plan maintains focus on six (6) strategic objectives, namely;

- Environment
- Community
- Development (liveability)
- Organisation
- Infrastructure
- Governance

For each of these Strategic Objectives, a number of strategies have been identified. In turn, 119 strategic indicators have been identified to measure performance against these objectives.

A review of this plan was undertaken at its one year anniversary and a revised plan approved by Council at its May 2014 Ordinary meeting.

3. Financial Implications

This report contains no financial implications.

4. Risk Management

Risk was a key consideration in the development of the 2013/14 – 2016/17 Council Plan.

Strategy 6.4 : Ensure strategic and operational risks are managed to protect Council and the community addresses the management of risk as part of the plan.

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID
BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE,
DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

5. Internal and External Consultation

Managers and reporting officers all contribute to the report on Council Plan Community consultation is achieved through the publishing of this report as part of Councils Agenda and also its placement on Councils website.

6. Regional Context

There are no regional context considerations associated with this report.

7. Council Plan Strategy

This report itself is focused on the Council Plan and strategies contained within.

8. Legislative / Policy Implications

This report is in compliance with legislative requirements relating to progress reporting on objectives contained within the current Council Plan.

9. Environmental Impact

There are no environmental implications associated with this report.

10. Conflict of Interest Considerations

There are no identified conflicts of interest with staff responsible for the compilation of this report.

11. Conclusion

Council adopted its 2013/14 – 2016/17 Council Plan in May 2013 and subsequently undertook a review of this plan in May 2014.

As part of its obligations under the Local Government Act 1989, Council is required to report against progress made on elements of the Council Plan.

This report meets that requirement for the period 1 July 2014 – 31 December 2014.

Attachments

- 1 Quarterly Report against Council Plan as of 31 December 2014

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 1. ENVIRONMENT</i>					
<i>Strategy</i> : 1.1 Reduce Council's Environmental Footprint through innovative planning and leading practice initiatives.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.1.1 Annual residential waste generation (kilograms) for recycling, landfill & green waste: * Per Capital * Per residential assessment	* Less than 600 Kilograms per capita * 1000 kilograms per residential assessment	Medium	On Target	Currently undertaking landfill rehabilitation at Cobram Landfill	Safety, Amenity & Environment
1.1.2 Develop the Moira Shire Green waste Strategy	* Green Waste Strategy adopted by Council	Low	On Target	Organic service began 01 December, 2014. Throughout the month of December, 222 tonnes of organic material was delivered to Council processing contractor at an average contamination rate of 0.64%.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy:</i> 1.1 Reduce Council's Environmental Footprint through innovative planning and leading practice initiatives.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.1.3 New or upgraded Council Buildings to meet or exceed 6 star energy rating.	100%	Medium	On Target	The aggregated Solar Purchase agreement is a partnership with the Central Victoria Greenhouse Alliance to look at bulk design, procurement and installation of PV systems on council assets. Investigations are underway for three Council facilities and feasibility studies/ business cases are being developed for solar power installations on these buildings.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 1.1 Reduce Council's Environmental Footprint through innovative planning and leading practice initiatives.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.1.4 Implement renewable energy projects where the business case demonstrates a feasible return on investment.	100%	Low	On Target	Moreland Energy Foundation is currently finalising the scoping and feasibility study. Once that has been completed stage 2 will commence.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy:</i> 1.1 Reduce Council's Environmental Footprint through innovative planning and leading practice initiatives.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.1.5 Maintain or decrease carbon emissions footprint.	Install 600 LED lights per annum to replace current MV 80 Streetlights	Medium	On Target	Stage 1 of light installations has been completed. Savings are on track.	Safety, Amenity & Environment
1.1.6 Increase Waste Diversion from Landfill, calculated as the proportion of the overall kerbside waste stream that is recycled (includes paper, bottles and green waste) instead of being disposed to landfill.	53%	Medium	On Target	New stationary poly machine has been purchased and installed at Yarrowonga. This frees up the mobile machine for the other sites. Currently rolling out the Kerbside Organic Service in the towns of Cobram, Nathalia, Numurkah and Yarrowonga.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy:</i> 1.2 Administer the implementation of the Environmental Sustainability Strategy and report it to Council in a timely manner.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.2.1 Coordinate Goulburn Broken Local Government Biodiversity Reference group meetings	* 4 meetings per year	Low	On Target	Meeting held in November	Safety, Amenity & Environment
1.2.2 Coordinate Kinnaird's Wetlands Advisory Committee Meetings	* 3 meetings per year	Low	On Target	Meeting held in November	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy:</i> 1.2 Administer the implementation of the Environmental Sustainability Strategy and report it to Council in a timely manner.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.2.3 Host Environmental Sustainability Advisory Committee Meetings (ESAC)	* 4 meetings per year	Low	On Target	The fourth meeting for the year was held in December	Safety, Amenity & Environment
1.2.4 Participate in Municipal Catchment Coordinator meetings	4 meetings per year	Low	On Target	Meeting held in December	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 1.3 Support the Community in reducing their Environmental Footprint through Education and Communication of leading practice initiatives					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.3.1 Provide Council's Public Place Recycling trailer for use at community events	10 events per year	Low	On Target	Trailer is available to serve community events with the latest being the fire staging point for emergency response at Tungamah.	Safety, Amenity & Environment
1.3.2 Participate in Broken Boosey Conservation Management network committee meetings and events	Co-host 4 community education event	Low	On Target	Meeting held in December and community event for calendar photographic competition participants.	Safety, Amenity & Environment
1.3.3 Percentage community satisfaction (index score) with waste management	65%	Low	Complete	Community satisfaction rating of 74% for Waste management. An increase of 6 points on the previous year.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 1.4 Comply with environmental sustainability legislation and regulatory obligations					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.4.1 Compliance with EPA landfill requirements	80%	High	On Target	Working with EPA on due dates for completion of works for post closure pans for old Numurkah and Yarrawonga Landfills. Cobram rehabilitation is progressing with complete geo-synthetic liner laid awaiting determination from EPA to progress cover	Safety, Amenity & Environment
1.4.2 Respond to native vegetation referrals within 30 days	100% referrals processed	High	On Target	133 referrals and requests processed to end December	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 1.4 Comply with environmental sustainability legislation and regulatory obligations					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
1.4.3 Develop and implement a State Government approved Roadside weed and rabbit control plan	Treat 6 species of regionally prohibited and/or regionally controlled weeds in areas of high conservation significance.	Medium	On Target	Development of the draft Moira Shire weed and pest animal control strategy underway	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 2. COMMUNITY</i>					
<i>Strategy: 2.1 Continue to plan, deliver and improve the quality, accessibility and relevance of community services, to ensure they meet current and future needs of all the demo graphic groups in Moira Shire</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.1.1 The Disability Action Plan be implemented and reported to Council in a timely manner	Host four Advisory Committee Meetings Complete 50% action items in MSC Disability Action Plan	Low	On Target	Held four events for International Day of People with a Disability, assisting to raise awareness as per the Disability Action Plan.	Community Service Delivery
2.1.2 The Positive Ageing Strategy be reviewed and reported to Council in a timely manner	Complete strategy review and implement new strategy	Low	On Target	Draft strategy complete. Expected to be presented to Council in March 2015	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 2.1 Continue to plan, deliver and improve the quality, accessibility and relevance of community services, to ensure they meet current and future needs of all the demo graphic groups in Moira Shire					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.1.3 Continue to provide immunisation services within Moira	Deliver an immunisation service in all 8 Secondary schools and the four main centres within Moira 40% of Childhood Infant Immunisations delivered by Councils service	High	On Target	School immunisation to commence in March 2015	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 2.1 Continue to plan, deliver and improve the quality, accessibility and relevance of community services, to ensure they meet current and future needs of all the demo graphic groups in Moira Shire					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.1.4 Provide youth focused social and sporting events	Host six events throughout the Shire	Low	On Target	October 25 - Open Mic, Cobram Show - Well attended with approx. 20 people participating. October 31 - Bring the Bounce Music Event at the Numurkah town hall, with approx. 250 youth attending.	Community Service Delivery
2.1.5 Engage with local youth	Host four Junior Council Meetings per year	Low	On Target	October 28 - Final meeting for Junior Council in 2014 was held in Cobram starting at the Cobram Depot with a tour around the depot and morning tea followed by a trip on Cobba, the paddal steamer along the Murray, and finished off with lunch at the beach cafe.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy</i> : 2.2 Facilitate Maternal and Child Health and wellbeing					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.2.1 Proportion of infants born that receive primary immunisations	90%	Medium	On Target	Requesting data for last quarter. Moira consistently above 90% for children 12-15 months.	Community Service Delivery
2.2.2. Number of families participating in Parental Early Education Partnership (PEEP) support program	Increase the number of PEEP programs operating from 1 (Cobram) to 2 (Cobram and Yarrawonga)	Low	On Target	The "Circle of Security" program to commence early 2015.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy: 2.2 Facilitate Maternal and Child Health and wellbeing					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.2.3 Percentage participation of Children in Maternal and Child Health.	Meet or exceed state average of 85% Adopt new MAV reporting guidelines and use as a benchmark	Low	On Target	Moiras Key Age and Stage participation rates for July-Dec. 2014 are 88%. MCH are implementing new strategies to increase participation in 3.5 yr.	Community Service Delivery
2.2.4 Operate a Family Day Care service within Moira Shire	Maintain at least 15 educators that provide Family Day Care	Low	On Target	Many Educators and families had a break early in the month, but a busy January has followed with 2 new Educators being registered.	Community Service Delivery
Strategy: 2.3 Maintain and enhance community health and wellbeing through high quality service provision and partnerships to meet the needs of the broader community					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.3.1 The Municipal Public Health and Wellbeing Plan be implemented and reported to Council in a timely manner	Complete <10 actions from the plan during 2014 and report on progress	Low	On Target	17 actions complete. Briefing note going to Council in January as part of yearly review.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy: 2.3 Maintain and enhance community health and wellbeing through high quality service provision and partnerships to meet the needs of the broader community					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
2.3.2 Continue to support Moira HealthCare Alliance (MHA) in the delivery of HACC Services	Council is an active participant on the Board of Moira Healthcare Alliance (100% meetings Councilor representative or delegate) Annual presentation by MHA to Council	Medium	On Target	Moira Shire Councillor is represented on the MHA board and attends meetings. Implementation of NDIS will have significant impact on service providers. A presentation to Council is being arranged for March 2015.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.4 Identify, develop and action community safety initiatives addressing real and perceived safety issues					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.4.1 Support the Moira Shire Safety Committee through facilitating meetings involving all relevant stakeholder	Host four Safety Committee meetings per year and ensure delivery of outcomes outlined in the Moira Shire Community Safety Plan	Low	On Target	Final meeting for 2014 held in Cobram on November 18. The first meeting for 2015 was held on 10 February 2015	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.5 Improve community engagement, participation and effectiveness by facilitating community involvement in decision making processes					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
2.5.1 Maintain and strengthen the community volunteer base	<p>Complete two community priorities annually</p> <p>Deliver two volunteer skills based workshops annually</p> <p>Update two Community Plans annually</p>	Medium	On target	<p>10 Community Training Workshops for 2014 have been delivered. A four year plan for the delivery of Community Volunteer Training Workshops is currently being developed. Priorities identified in the Community Plans - St James Hall, Numurkah Railway Turntable Park, Bamah Community Garden, Yarrawonga Community Garden, Picola Park projects have been completed. Updates of the Yarrawonga, Tungamah community plans are underway.</p>	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.6 Provide quality facilities, open spaces and programs to increase participation and cater for the communities needs and interests					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
2.6.1 Deliver Community Assistance and Small Grants Program	Deliver 3 Grant Rounds per annum Receive at least 60 grant applications Assist successful groups with delivering projects	Low	On Target	Received 83 grant applications. Assigned project officer to each grant recipient.	Community Service Delivery
2.6.2 In partnership with the community and contracts proactively manage Councils community facilities	Increase the patronage of Council owned aquatic facilities to over 65,000 per year and work with contractor to improve attendance figures Record 100% of statistics usage of Councils community facilities managed under the Recreation Facilities contract	Medium	On Target	Financial Year 2013/14 attendance 81,890 for Aquatic facilities	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.6 Provide quality facilities, open spaces and programs to increase participation and cater for the communities needs and interests					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
2.6.3 Monthly audit scores of Parks measuring the quality, appearance and maintenance performance of public open space areas	Number of complaints received 20< per annum	Low	On Target	One complaint was received regarding open space maintenance for the first half of the 2014/15 financial year.	Operations
Strategy : 2.7 Recognise and enhance Moira's diverse cultural and indigenous heritage through events and programs supporting the arts, traditions and history					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
2.7.1 Multicultural Action Plan is reported to Council in a timely manner	Complete at least two priorities identified in the Multicultural Action Plan annually	Low	On Target	Planning is underway for a Harmony Day Festival scheduled for 21 March 2015, at Mivo Park. Implementation of the Human Rights Charter action is underway.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.7 Recognise and enhance Moira's diverse cultural and Indigenous heritage through events and programs supporting the arts, traditions and history					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.7.2 Maintain the sustainable relationship with the local indigenous committee through the development and support of social inclusion projects	Continue to develop linkages with the local indigenous people. Assist in the development of Yenbena into viable educational and cultural hub for Barmah	Low	On Target	The second community market will be held at Yenbena on 01 February 2015. A certificate one in Woka Horticulture course has been delivered at Yenbena Training Centre. Due to its success planning for the delivery certificate two 2015 is underway. The Barmah Community Garden project has been completed and is up and running.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.7 Recognise and enhance Moira's diverse cultural and indigenous heritage through events and programs supporting the arts, traditions and history					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.7.3 Develop Moira Shire Arts and Culture Board	Support & manage Moira Arts and Culture Inc. to deliver and achieve its constituted goals, strategies and activities and to fulfil all reporting requirements of the Moira Arts and Culture Inc. Service Agreement with Moira Shire	Low	On Target	2 Year Funding agreement between Moira Shire Council and Moira Arts and Culture Inc. was signed early December 2014. Ongoing management of MAC Inc. Board through monthly meetings and delivery of identified programs and activities. Continue to fulfil all reporting requirements.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy : 2.7 Recognise and enhance Moira's diverse cultural and indigenous heritage through events and programs supporting the arts, traditions and history					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.7.4 Develop a 3 year Arts and Culture Strategic Plan to steer Arts and Culture development and programs across Moira.	Develop a 3 year Arts and Cultural Strategic Action Plan. Implement strategies and activities identified in the Arts and Cultural Strategic Action Plan including the listed performance measures.	Low	On Target	Completed a 3 year Arts and Cultural Strategic Action Plan. Continuing to deliver and develop the identified activities and programs within the document across Moira.	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy : 2.8 Emergency Management</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.8.1 The Municipal Emergency Management Plan be implemented and reported to Council in a timely manner	100% compliance with Emergency Management Victoria requirements	Medium	On Target	The MEMP has been reformatted and is currently being updated prior to dissemination to other agencies. The plan is scheduled for audit in June 2016. The MEMPC met on 20 April 2014 and will meet again on 30 October 2014. An aircraft accident exercise was conducted at the Yarrawonga Aerodrome on 30 July 2014. The Community Emergency Risk Assessment (CERA) process for the Moira Shire was completed on 16 July 2014.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 2.9</i> Protect the Safety and Amenity for the Community					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.9.1 The Domestic Animal Management Plan be implemented and reported to Council in a timely manner	Domestic Animal Management Plan 100% compliant with the Victorian Government requirements	Medium	On Target	32 animals rehoused during this quarter.	Safety, Amenity & Environment
2.9.2 Respond to complaints received regarding to Moira Shire Local Laws	100% responses processed	Medium	On Target	All matters assigned and investigated. All investigations commenced within 24 hours and completed within 30 days depending on the complexity of the matter.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 2.10: Maintain and promote the environmental health of communities</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.10.1 Attend and undertake inspections at market and Agricultural Show venues within the Shire	100% venues inspected	Medium	On Target	Agricultural Shows in all towns were attended. Markets and annual events have been attended in Nathalia, Yarrawonga, and Cobram to date.	Safety, Amenity & Environment
2.10.2 Respond to nuisance complaints and report to Council annually the nature and frequency of nuisance complaints	100% applications processed	Medium	On Target	Complaints are being followed up in and a timely manner. The register is being maintained and comments are updated by action officer. There were 4 Health, 8 Food and 7 Noise complaints recorded.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 2.10: Maintain and promote the environmental health of communities</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
2.10.3 Process all applications for septic tank installations	100% applications processed	High	On Target	All applications are being processed in a timely manner, 13 Compliance Reports, 8 new Septic Tanks and 16 Certificates to use were issued	Safety, Amenity & Environment
2.10.4 Assessment of Council Buildings to establish asset renewal program	2 Assessments per year	Medium	On Target	All 886 sport and recreation reserve facilities have been inspected.	Safety, Amenity & Environment

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
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2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 3. DEVELOPMENT (LIVEABILITY)</i>					
<i>Strategy: 3.1</i> Maintain and enhance land use planning and building decision making processes by determining applications within statutory time frames.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.1.1 Percentage of building permits determined within 10 days	100%	Medium	Below Target	7 Applications were decided beyond the 10 statutory days mainly due to the complexity of the applications and the associated planning permit	Planning and Building
3.1.2 Number of planning applications received	Maintain 2013/14 numbers	Low	Below Target	74 planning applications were received compared to 93 applications received the same time last year. October 2013 was an exceptionally good month with 50 applications received for one month	Planning and Building

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 3.1</i> Maintain and enhance land use planning and building decision making processes by determining applications within statutory time frames.					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.1.3 Number of planning applications decided	Maintain 2013/14 numbers	Low	Below Target	89 applications were decided (new and amended app.) compared to 103 applications for the same time last year. This could be attributed to unfavourable economic conditions	Planning and Building
3.1.4 Percentage of planning applications decided by Council year to date	Maintain previous years statistics	Low	On Target	47 planning applications were decided by Council from January 2014 to December 2014	Planning and Building

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 3.1 Maintain and enhance land use planning and building decision making processes by determining applications within statutory time frames.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.1.5 Percentage of planning application decided by Officers under delegation year to date	Maintain previous years statistics	Low	Below Target (1%)	79% of applications were determined year to date under delegation compared to 78% the previous year	Planning and Building
3.1.6 Percentage of planning applications processed within 60 days statutory timeframes	70%	Medium	On Target	An average of 71% of the applications received were determined in 60 statutory days for the past quarter	Planning and Building
<i>Strategy 3.2 Maintain Community Satisfaction by engaging, facilitating and involving the Community in sounds development planning and building principles.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.2.1 Number decisions appealed to VCAT	Maintain 2013/14 numbers	Medium	Above target	No decisions were appealed in the past quarter	Planning and Building

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 3.2 Maintain Community Satisfaction by engaging, facilitating and involving the Community in sounds development planning and building principles.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.2.2 Percentage of appeals determined by VCAT in favour of Council	70%	Low	Above Target	No appeals were registered in the past quarter	Planning and Building
3.2.3 Performance of Building and Planning as measured by the annual Community Satisfaction Survey	55%	Medium	Below Target	Community satisfaction percentage of 52% were recorded for the past year. Benchmarks can only be obtained at the end of each year	Planning and Building

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy: 3.3 Community Inclusion</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.3.1 Value of recurrent grants provided to the Moira Shire	\$5,000,000	Medium	On Target	Currently at \$ 5,517,870 which is above Target	Community Service Delivery
<i>Strategy 3.4 : That Council establish a new Management Strategy in support of local Tourism:</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.4.1 Establish a Moira Shire Tourism Board to support Tourism in the Municipality	Establish of the Board in 2014/15	Medium	Complete	Inaugural meeting held November 2014	Business and Innovation
3.4.2 Develop a three year (2013 to 2016) Destination Management Plan in consultation with Moira Shire Council and the community.	Destination management plan	Medium	Not Yet Started	Destination Management plan to be discussed at MTC Tourism Advisory Committee in February	Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 3.4 : That Council establish a new Management Strategy in support of local Tourism.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.4.3 Conduct familiarisation program for tourism staff and tourism ambassadors (volunteers)	Familiarisations tours are undertaken at least 4 times a year. Staff must participate at least twice. Volunteers participate at least once.	Low	On Target	Tours have been organised	Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 3.5 : That Council supports accredited visitor Services in Yarrawonga, Cobram, Numurkah and Nathalia					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
3.5.1 Visitor attendance numbers at information Centres; Yarrawonga, Cobram, Numurkah, Nathalia	Yarrawonga 2013: 85,000 2014: 90,000 Cobram 2013: 72,000 2014: 78,000 Numurkah 2013: 6,000 2014: 6,600 Nathalia 2013: 10,000 2014: 13,000	Low	On Target		Business and Innovation
3.5.2 Support Local Tourism Associations and individual businesses in the promotion and marketing of the region	3 major campaigns per annum	Medium	On Target	Royal Melbourne Show, Caravan and Camping Show, Spring Marketing Campaign (caravan and camping)	Business and Innovation
3.5.3 Service standards in the Visitor information centres through mystery shopper	84%	Low	On Target	Mystery shopper audits complete, awaiting reports	Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 3.6: Library Services					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.6.1 Increase of residents visiting the library services	30% 70,000 visits 100,000 website visits	Low	On Target	The number of people visiting libraries (including mobile libraries) – 1 Oct 14 to 31 Dec 14 = 32,707 for this quarter.	Community Service Delivery
Strategy 3.7: Support and Promote participation in Council's training and development initiatives for local businesses by delivering a comprehensive training program					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.7.1 Number of participants in Council's training activities	400	Low	On Target	410 participants	Business and Innovation
3.7.2 Percentage of users/businesses satisfied with training and support initiatives for local businesses	80%	Low	On Target	Continuous surveys	Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 3.8: Investment Attraction					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.8.1 Level of support to businesses investing / considering investment in Moira Shire	50 Investors	Medium	On Target	Over 50 potential investments/expansions have been documented	Business and Innovation
Strategy 3.9: Business Roundtables with businesses and Councillors					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.9.1 Conduct roundtables in key towns for 2013/14	Four round tables	Low	On Target	2 round tables held. Yarrawonga and Numurkah	Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 3.10: Strategic Alliances					
Performance Measures	Target	Risk			Department
3.10.1 Develop strategic alliances with key government and business agencies and organisations	6 Government 10 business	Low	On Target	Documented strategic alliances with in excess of 6 government agencies and organisations, and 10 businesses through case management model	Business and Innovation
Strategy 3.11: Commercial Development					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
3.11.1 Assess the potential for commercial development of Council controlled assets	6 Assessments	Medium	On Target		Business and Innovation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 3.12: Upkeep of Council Assets</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
3.12.1 Percentage of graffiti removed from Council owned assets within 48 hours of notification	95%	Medium	On Target	There were 16 requests for graffiti removal received in the first half of the 2014/15 financial year with all attended to within the required timeframes.	Operations
3.12.2 Audit of Section 86 managed Council Buildings to establish asset maintenance and renewal plans	4 Audits per year	Medium	On Target	6 sites audited to December	Community Service Delivery

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 4. ORGANISATION</i>					
<i>Strategy 4:1 INFORMATION SERVICES Efficiency and service delivery to support business processes and information sharing reduced costs and increase service effectiveness</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
4.1.1 100% completion of IT Strategy	100% completion of IT strategy in 2014/15 reporting year	Medium	On Target	Wide Area Network upgrade review underway. Wireless rollout to begin in new year. Phone system specification in development. Website upgrade review underway (includes W3C and mobility). Security testing scheduled for January / February MAV MaCH system rollout scheduled for mid-year.	Information Technology

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4:1</i> INFORMATION SERVICES Efficiency and service delivery to support business processes and information sharing reduced costs and increase service effectiveness					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.1.2 Improve integration between finance and assets systems through a fully integrated IT platform (Authority).	Rollout of Authority Assets to production	High	Below Target	Project team to be re-established due to turnover of staff.	Information Technology
4.1.3 Develop and implement online and mobile computing technologies and services	Create 1 new online/mobile initiative	Low	On Target	Environmental Health rollout complete. Fire Hazard Notices application roll out complete. Online certificates rescheduled for end Feb due to staff turnover.	Information Technology

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4.1</i> INFORMATION SERVICES Efficiency and service delivery to support business processes and information sharing reduced costs and increase service effectiveness					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.1.4 Upgrade the human resources and payroll technology to improve functionality	100% implementation of payroll, HR modules and kiosk	Medium	On Target	Further improvement of HR & payroll requires upgrade to Authority currently scheduled for rollout in March.	Information Technology
<i>Strategy 4.2</i> Ensure Council's workforce is skilled, responsive, has high job satisfaction and is capable of providing quality customer orientated services and programs to Moira's communities and ratepayers.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.2.1 Develop practical policies and procedures and staff training program reflecting legislative, regulative and staff requirements	As required	Medium	On Target	Policies and procedures are continually being developed.	People and Organisation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4.2</i> Ensure Council's workforce is skilled, responsive, has high job satisfaction and is capable of providing quality customer orientated services and programs to Moira's communities and ratepayers.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.2.2 Develop an Organisational Development Strategy to ensure the sustainability of the organisation	100% development and implementation of Strategy and training program	Medium	On Target	The organisational development strategy has been developed. Training program being developed formally.	People and Organisation
4.2.3 Develop and implement integrated Performance Management System	100% development and implementation of system	Medium	On Target	HR will continue to scope best practice models for effective evaluation systems.	People and Organisation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4.2</i> Ensure Council's workforce is skilled, responsive, has high job satisfaction and is capable of providing quality customer orientated services and programs to Moira's communities and ratepayers.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.2.4 Develop and deliver Stage 2 of Organisation Review	100% complete	Low	On Target	Stage 2 was completed.	People and Organisation
4.2.5 Staff Performance reviews completed	100% complete	Low	On Target	The Staff Performance reviews in 2014 were conducted and managed using Authority. Work Plans have been developed for 2014 / 2015.	People and Organisation
4.2.6 Cap Staffing at 195 EFT	195 EFT	Medium	On Target	Currently Moira's EFT is 182	People and Organisation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 4.3 Ensure a safe workplace for all employees by embedding new Occupational Health and Safety (OHS) policies and procedures. OHS training and development programs					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.3.1 Number of workplace/site OHS inspections undertaken	5 per year	Medium	On Target	All site visits undertaken as required.	People and Organisation
4.3.2 WorkCover Indicative Performance Rate	<1.0	Medium	On Target	<1.0	People and Organisation
4.3.3 Work Safe Insurance Premium Rate	<1.8	Medium	On Target	<1.8	People and Organisation
4.3.4 Lost Time Injury Frequency Rate	100%	Medium	On Target	Calculated at end of reporting period.	People and Organisation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4.4</i> Ensure Council plans and resources, records and budget systems are maintained and managed sustainably					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.4.1 Prepare the Annual Budget and Strategic Resource Plan in line with statutory requirements and within a financial sustainability framework for consideration by Council by 30 June 2015	100%	High	On Target	Timetable distributed Departmental templates prepared for Labour/Other Expenditure Capital requests submission deadline prior to Xmas	Finance
4.4.2 Reduce debt by 25% to \$6m	\$6m by 2017	Medium	On Target	Scheduled repayments ensure this target will be met by end of the year	Finance
4.4.3 Constrain operational cost increases to 2% (excl CPI)	<2% (excl CPI)	Medium	On Target		Finance

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 4.5</i> Provide customer-focused financial management processes, budget systems and valuation practices in accordance with professional standards and legislative requirements					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.5.1 Attain VAGO financial ratios as part of annual budget process	100%	High	Not Yet Started		Finance
4.5.2 Complete the Annual Financial Statements for the year ended 30 June 2014 with full audit clearance by the legislated time frame	100%	High	Complete	Full Audit Clearance received 16/9/14	Finance
4.5.3 Councils Working Capital Ratio	> 1.0	High	On Target		Finance

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 4.6 Rates Revenue Generation					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.6.1 \$M collected	\$31.541M	High	On Target		Finance
4.6.2 Rating strategy to be delivered as per legislative requirements	Development and Delivery of 1 Rating Strategy	Medium	On Target		Finance
Strategy 4.7 Improve Council information, accessibility through effective use of communication and media and ensure services are continuing to meet community expectations and demonstrating a culture of engagement					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.7.1 DPCD Customer Service Survey/ Moira Internal Survey	75%	Low	On Target	Field work is commenced 2 Feb	Communication & Engagement
4.7.2 Deliver effective, timely communication of Council services, activities and scope future needs through Communication Strategy	Communications and Engagement Strategy delivered	Medium	On Target		Communication & Engagement

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 4.8 Provide snapshots of community views on emerging issues by establishing a community 'pulse' email panel of 1,000 - 2,000 people with an interest in Moira					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.8.1 Number of members on the community 'pulse' email panel	>1,000	Low	Progressing	Incorporated into communications strategy	Communication & Engagement
Strategy 4.9 Encourage higher levels of engagement in Council's activities through enhanced targeted communication via social media					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.9.1 Website quality and accessibility assessed through independent user survey	70%	Low	On Target		Communication & Engagement
4.9.2 Develop and implement integrated Communications Strategy focusing on electronic communications, publications	1 strategy 100% completed	Low	On Target		Communication & Engagement

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 4. ORGANISATION</i>					
Strategy 4.10 CUSTOMER SERVICES Ensure excellent customer service by reducing the waiting time for ratepayers and other community members to councils customer centres and services.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.10.1 Percentage of customer service enquiries resolved on first call	85%	Medium	On Target	The process of capturing this data is currently under review including the redevelopment of the Customer Request Module.	Communication & Engagement
4.10.2 Percentage satisfaction of after-hours callers with the quality of information and service received	70%	Low	On Target	The process of capturing this data is currently under review including the redevelopment of the Customer Request Module and external customer surveys.	Communication & Engagement
Strategy 4.10 CUSTOMER SERVICES Ensure excellent customer service by reducing the waiting time for ratepayers and other community members to councils customer centres and services.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
4.10.3 Customer service responsiveness assessed through external and internal user surveys	90%	Medium	On Target		Communication & Engagement

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 5. INFRASTRUCTURE</i>					
Strategy 5.1: Deliver the annual Capital Works program including roads, drainage, buildings, open places and footpaths					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
5.1.1 Percentage of completed capital works projects completed based on the adopted capital works budget	95%	Medium	Below Target	45% of the capital works spent to date (includes commitments). Road resealing program and Cobram streetscape works commencing in February. Still waiting for confirmation of grant funding for the Yarrowonga Aerodrome Compliance work. This project will be carried over into the 2015/16 Budget. Cobram Library project will also carry over into the 2015/16 Budget as construction is scheduled for second half of 2015. Design for the library scheduled to commence in April 2015. Total carry over for both projects is \$1.5M.	Infrastructure and Assets
5.1.2 Civic Mutual Plus (Overall score) compliance with Road Management Plan	80%	Medium	Not Started Yet	Next biannual audit is due in February 2015. Note that the Last Audit result for Feb 2013 was 95% compliance	Infrastructure and Assets

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 5.2 : Manage and maintain Council assets in accordance with Council's Asset Management Plan and Municipal Association of Victoria Step Program					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
5.2.1 Percentage of Council assets at or below the intervention level in accordance with the Municipal Association of Victoria Step Program	70%	Medium	On Target	Road assets are on target with 97% of the network complying. Condition rating assessment for kerb & channel network has commenced. Playgrounds equipment audit inspections due to commence in February 2015. Conditions rating assessments for buildings due for completion in February 2015	Infrastructure and Assets
5.2.2 The budget spent on renewal as a percentage of the asset renewal gap as identified by the Municipal Association of Victoria Step Program.	65%	Medium	Not Yet Started		Operations

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 5.2 : Manage and maintain Council assets in accordance with Council's Asset Management Plan and Municipal Association of Victoria Step Program					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
5.2.3 The length of gravel roads re-sheeted as a percentage of the total unsealed road network	Re-sheet 5% of the unsealed road network	Low	Not Yet Started	The 2014/15 program has commenced with 25% of the program completed as at 31 December 2014.	Operations
5.2.4 The percentage of sealed roads resealed	Re-seal 6% of roads	Low	Not Yet Started	This contract is due to commence early 2015.	Operations
5.2.5 The percentage of sealed roads reconstructed	Reconstruct 0.5% of the sealed road network	Low	On Target	The Contractors have completed approximately 70% of the 2014/15 program which is 9,525m ² of road pavement stabilised.	Operations
5.2.6 Community satisfaction with local roads, streets and footpaths.	65%	Medium	Not Yet Started	The Annual Community Satisfaction Survey is released in May 2015	Operations

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 5.3 Management of Council buildings and recreation facilities and open space.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
5.3.1 The Civic Mutual annual score for management of recreational sporting reserves	<50	Low	On Target	Result of survey expected later in 2015	Community Service Delivery
5.3.2 The percentage of customer requests relating to playgrounds and public open space actioned within 30 days	80%	Low	On Target	100% of customer requests relating to playgrounds and public open spaces are actioned within 30 days. In the first half of the 2014/15 financial year, 680 customer requests were received by the Parks and Gardens Depot and Tree Crew.	Operations

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6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 5.3 Management of Council buildings and recreation facilities and open space.					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
5.3.3 Complete 2 Township liveability projects (focusing on asset, rationalisation, consolidation and renewal)	2 Projects	Medium	On Target	Tungamah Liveability Project is underway, ongoing discussions are being held with the Tungamah community. Most recently, discussions have been held with the Tungamah Tennis Club about the future of the Tennis Club building. Discussions have also been held with the Tungamah Lions Club on beautifying and enhancing the Lions Park site.	Community Service Delivery
5.3.4 Facilitate monthly contract meetings with contractor to ensure any issues or areas of concern are discussed and addressed.	Number of complaints <20	Low	On Target	Monthly contract meetings are held with contractor to ensure compliance with the contract and positive service delivery to Moira Shire communities.	Community Service Delivery

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6. GOVERNANCE

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(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategic Goal 6. GOVERNANCE</i>					
<i>Strategy 6.1</i> Ensure responsible resource management and adherence to good governance practices as prescribed by internal and external audit requirements					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
6.1.1 Percentage completion for annual internal Audit plan	100%	Medium	On Target		Finance
6.1.2 Percentage completion of all scheduled external audits	100%	High	Complete	Unqualified audit opinion issued	Finance

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

Strategy 6.2: Enhance Councils management of electronic records in line with Public Records Office requirements					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
6.2.1 Percentage of electronic management systems actions completed within service charter timeframes	95%	Low	On Target		Governance
6.2.2 Instruments of Delegation to Council staff renewed biannually and updated upon receipt of legal advice	100%	High	On Target	Instruments of delegation were updated and adopted by Council on 20 October 2014. A second review has been completed and will be considered by Council on 23 February 2015.	Governance
Strategy 6.3: Ensure that Council complies with Freedom of Information (FOI) requests					
Performance Measures	Target	Risk	Progress 31 December 2014	Comments	Department
6.3.1 Percentage of Freedom of Information Requests responded to within prescribed timeframes	100%	Medium	On Target		Governance

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 6.4 : Ensure strategic and operational risks are managed to protect Council and the community.</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
6.4.1 Completion and monitoring of Council's Risk Management Framework	100%	High	On Target	Review of the Corporate Risk Management Plan and Risk Assessment to be performed before 30 June 2015.	People and Organisation
6.4.2 Quarterly updating of Councils Risk Management Register presented to the Audit Committee/ Council	Quarterly (4) per annum	High	Not Yet Started		People and Organisation

FILE NO: F13/3145
6. GOVERNANCE

ITEM NO: 9.1.7
(MANAGER COMMUNITY SERVICES, DAVID BOOTH)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

2013/14 - 2016/17 COUNCIL PLAN - 2014/15 SECOND QUARTER REPORT (cont'd)

ATTACHMENT No [1] - Quarterly Report against Council Plan as of 31 December 2014

<i>Strategy 6.5 : Prepare Council's Annual Report and submit to the Minister for Local Government</i>					
<i>Performance Measures</i>	<i>Target</i>	<i>Risk</i>	<i>Progress 31 December 2014</i>	<i>Comments</i>	<i>Department</i>
6.5.1 Annual Report presented to Council in September 2014 Ordinary Meeting	1 Report to Council by 30 September 2014	High	Complete	The 2013 2014 Annual Report was presented to Council at its 20 October 2014 Ordinary meeting	Governance
6.5.2 Annual Report to Minister for Local Government by 30 September 2014	1 Annual Report completed & delivered by 30 September 2014	High	Complete	The 2013 2014 Annual Report was presented to the Minister for Local Government on 30 September 2014	Governance

FILE NO: F13/25
2. COMMUNITY

ITEM NO: 9.1.8
(ADMINISTRATION SUPPORT OFFICER - S86
COMMITTEES (HOME BASE), FIONA MULQUINEY)
(ACTING DIRECTOR CORPORATE GOVERNANCE,
DOUG SHARP)

SECTION 86 COMMITTEE OF MANAGEMENT REPRESENTATIVE APPOINTMENTS - AMENDMENTS

RECOMMENDATION

That Council:

1. Rescind the appointments of the following persons representing Community and/or User Groups on the Special Committee of Management, as indicated, for the four (4) year term which commenced 1 October 2013 and concludes on 30 September 2017.

Committee of Management	User Group	First Name	Last Name
Baulkamaugh Recreation Reserve	Baulkamaugh Scouts	Jim	Stedman
Baulkamaugh Recreation Reserve	Community	Steven	Dalitz
Invergordon Recreation Reserve	Invergordon Indoor Bowls Club	Joyce	Crichton
Katunga Recreation Reserve	Katunga Football Club	Carol	Maskell
Katunga Recreation Reserve	Katunga Football Club	Kerry	Reghenzani
Katunga Recreation Reserve	Katunga Netball Club	Kelly	Salter
Katunga Recreation Reserve	Katunga Netball Club	Lesley	Eddy
Katunga Recreation Reserve	Katunga Tennis Club	Dennis	Learmonth
Koonoomoo Recreation Reserve	Cobram Campdrafting Club	Peter	Griffiths
Koonoomoo Recreation Reserve	Community	Phillip	Barr
Bearii Recreation Reserve	Community	John	Gadsby
Bearii Recreation Reserve	Community	Rhonda	Gadsby

2. Approve the appointments of the following persons representing Community and/or User Groups, on the Special Committee of Management, as indicated, for the remaining period of the four (4) year term which commenced on 1 October 2013 and concludes on 30 September 2017.

Committee of Management	User Group	First Name	Last Name
Baulkamaugh Recreation Reserve	Baulkamaugh Scouts	Angela	Gibbon
Cobram Scott Reserve	Community	Matthew	Ross-Soden
Katunga Recreation Reserve	Katunga Football Netball Club	Kerry	Reghenzani
Katunga Recreation Reserve	Katunga Football Netball Club	Matt	Healey
Katunga Recreation Reserve	Community	Carol	Maskell
Katunga Recreation Reserve	Katunga Tennis Club	Bruce	Richardson
Koonoomoo Recreation Reserve	Cobram Campdrafting Club	Spencley	Curtis
Koonoomoo Recreation Reserve	Cobram Spiritual Centre	Irean	Dutneall
Koonoomoo Recreation Reserve	Cobram Spiritual Centre	Nelly	Vandenberg
Koonoomoo Recreation Reserve	Shepparton & District Harness Horse & Vehicle Society	Keighley	Howard
Koonoomoo Recreation Reserve	Shepparton & District Harness Horse & Vehicle Society	Jan	Howard
Koonoomoo Recreation Reserve	Koonoomoo Improvement Group	Norm	Jordan
Koonoomoo Recreation Reserve	Koonoomoo Improvement Group	Phillip	Barr
Yarrowonga Eastern Foreshore	Community	Shaun	Quinn
Bearii Recreation Reserve	Community	Joe	Petrosino

FILE NO: F13/25
2. COMMUNITY

ITEM NO: 9.1.8
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COMMITTEES (HOME BASE), FIONA MULQUINEY)
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DOUG SHARP)

SECTION 86 COMMITTEE OF MANAGEMENT REPRESENTATIVE APPOINTMENTS - AMENDMENTS (cont'd)

3. Amend the composition of the Katunga Recreation Reserve, Koonoomoo Recreation Reserve, Tungamah Jubilee Park Recreation Reserve Committees of Management.

4. Write and thank outgoing Committee of Management members.

1. Executive Summary

At Council's meeting held 16 September 2013, Council, in exercise of the powers conferred by sections 86 of the *Local Government Act 1989* (the Act), resolved to appoint persons as Community or User Group representatives on various Special Committees, for the four (4) year period which commenced on 1 October 2013 and concludes on 30 September 2017.

Even though representatives are initially appointed for a period of four years, should they wish to relinquish their position, they are not obliged to remain on the Committee for the entire period, and a replacement representative would be appointed.

2. Background and Options

It is expected that, during the four (4) year term, individuals who represent the Community and/or User Groups on the Committee of Management will change.

Some User Groups feel it is more appropriate to change their representative on a regular basis, annually for example. Also the situations of individuals may change, requiring their appointment to be rescinded and another individual to be appointed as a replacement.

Also, it is important to have representation on the Committee of Management from those user groups who utilise the facility, as such the composition may change.

Detailed below are any amendments to the current composition and/or Community or User Group representation for those Committees of Management specified.

Baulkamaugh Recreation Reserve

Angela Gibbon has been nominated to replace Jim Stedman as a Baulkamaugh Scouts representative. Steven Dalitz has resigned as a Community representative.

Cobram Scott Reserve

Matthew Ross-Soden has nominated as a Community representative, it is proposed to waive the requirement to advertise.

Invergordon Recreation Reserve

Joyce Crichton has resigned as an Invergordon Indoor Bowls Club representative, a replacement representative has not been nominated.

Katunga Recreation Reserve

The Katunga Football Club and Katunga Netball Club have merged and are now the Katunga Football Netball Club, it is proposed to remove the both User Groups from the Committee and have 2 Katunga Football Netball

FILE NO: F13/25
2. COMMUNITY

ITEM NO: 9.1.8
(ADMINISTRATION SUPPORT OFFICER - S86
COMMITTEES (HOME BASE), FIONA MULQUINEY)
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DOUG SHARP)

SECTION 86 COMMITTEE OF MANAGEMENT REPRESENTATIVE APPOINTMENTS - AMENDMENTS (cont'd)

Club representatives. The appointment of Carol Maskell and Kerry Reghenzani as Katunga Football Club representatives will be rescinded and the User Group will be removed from the Committee. The appointment of Kelly Salter and Lesley Eddy as Katunga Netball Club representatives will be rescinded and the User Group will be removed from the Committee. Kerry Reghenzani and Matt Healey have been appointed as Katunga Football Netball Club representatives. Bruce Richardson has been nominated to replace Dennis Learmonth as a Katunga Tennis Club representative. Carol Maskell has been nominated as a Community representative, it is proposed to waive the requirement to advertise.

Koonoomoo Recreation Reserve

Spencley Curtis has been nominated to replace Peter Griffiths as the Cobram Campdrafting Club representative. Phillip Barr has resigned as a Community representative. It is proposed to amend the composition of the committee to include an additional 3 User Groups with 2 representatives each – Irean Dutneall and Nelly Vandenberg have been nominated to represent the Cobram Spiritual Centre, Keighley Howard and Jan Howard have been nominated to represent the Shepparton and District Harness Horse and Vehicle Society and Norm Jordan and Phillip Barr have been nominated as the Koonoomoo Improvement Group representatives.

Tungamah Jubilee Park Recreation Reserve

It is proposed to amend the composition of the committee and remove the Tungamah Cricket Club as a User Group.

Yarrowonga Eastern Foreshore

Shaun Quinn has nominated as a Community representative, it is proposed to waive the requirement to advertise.

Bearii Recreation Reserve

John Gadsby and Rhonda Gadsby have resigned from the Committee. Joe Petrosino has nominated as a Community representative, it is proposed to waive the requirement to advertise.

3. Financial Implications

There are no financial implications to consider within this report.

4. Risk Management

There are no risk management implications to consider within this report.

5. Internal and External Consultation

As the Section 86 Committees are in essence an extension of Council and are managing the facilities on behalf of Council, it is important for Council to maintain an appropriate balance of representation from user groups and the community and also maintain an accurate and up to date database of representatives on each of the Committees of Management.

To ensure the accuracy of the database, it is essential that each Committee advise Council when changes are required to individual representatives and also to user group representation. When changes do occur, a Council resolution is required.

FILE NO: F13/25
2. COMMUNITY

ITEM NO: 9.1.8
(ADMINISTRATION SUPPORT OFFICER - S86
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DOUG SHARP)

SECTION 86 COMMITTEE OF MANAGEMENT REPRESENTATIVE APPOINTMENTS - AMENDMENTS (cont'd)

Council Officers are aware of the amendments

6. Regional Context

There are no regional context issues to consider within this report.

7. Council Plan Strategy

This report supports the Council Plan Strategy to provide quality facilities, open spaces and programs to increase participation and cater for the communities' needs and interests.

8. Legislative / Policy Implications

There are no legislative / policy implications to consider within this report.

9. Environmental Impact

There are no environmental implications to consider within this report.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

As part of Councils efforts to ensure that interested and appropriate person(s) and user groups be appointed to the Section 86 Committees, it is recommended that the proposed amendments to the current composition and/or Community or User Group representation for those Committees of Management specified, be approved.

Attachments

Nil

FILE NO: 100.01.003
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.1
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

PROPOSAL TO DISCONTINUE HAMILTON LANE COBRAM

RECOMMENDATION

That Council:

Resolve to commence the process to discontinue Hamilton Lane, and accordingly undertake the required a consultation process under Section 223 of the Local Government Act.

1. Executive Summary

As part of the \$74million redevelopment of the Murray Goulburn site in Cobram, a request has been made to close Hamilton Lane for the purpose of improving the security of the site and addressing occupation health and safety issues around operations at the site.

Traffic studies have been undertaken by consultants engaged by Murray Goulburn to demonstrate that the closure of Hamilton Lane will not have a negative impact upon the surrounding road network. This has been verified through an independent report obtained by Council. There is some Council infrastructure within the road reserve which will be able to be protected by a drainage easement as a condition to the road being discontinued.

It is therefore recommended that Council commence the process to discontinue the road.

Under Schedule 10 Clause 3 of the Local Government Act (the Act), Council has the power to discontinue a road by a notice published in the Government Gazette. Before this power can be exercised, the public has the right to make a submission on the proposed road discontinuance under Section 223 of the Act.

2. Background and Options

Hamilton Lane runs between Broadway Street and Karook Street in Cobram. Murray Goulburn owns the bulk of the property on both sides of the road and is planning an expansion of its facility on to the vacant land on the west side of the road. The property on the east corner of Hamilton Lane and Karook St is in a different ownership, but access is obtained from Karook St and not Hamilton Lane and therefore should not be negatively impacted should Council resolve to discontinue Hamilton Lane.

It is understood that the reason for the requested road closure is to address OH&S concerns regarding the uncontrolled public access to the site from Hamilton Lane where large numbers of truck movements are taking place.

There are significant Council stormwater assets within the road reserve as well as other services and access to these will be protected through the establishment of easements over the pipe/service alignments. Any easement will be wide enough to allow sufficient space for machinery etc should there ever be the need to replace the large diameter stormwater pipe. Should Murray Goulburn wish to relocate Council;s drainage assets to rationalise the easements with the road reserve, this could be allowed but at Murray Goulburn's cost.

Murray Goulburn commissioned a traffic impact study for the proposed road closure which concludes that the impact upon the surrounding roads, namely, Karook Street, Dillon Street and Broadway Street will not be significant and well within acceptable daily traffic volume limits for a local road.

FILE NO: 100.01.003
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.1
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

PROPOSAL TO DISCONTINUE HAMILTON LANE COBRAM (cont'd)

Council also commissioned an independent traffic impact assessment of the proposed closure of Hamilton Lane and it concluded there is 'considered to be no traffic reasons that would prevent the proposed closure from proceeding'.

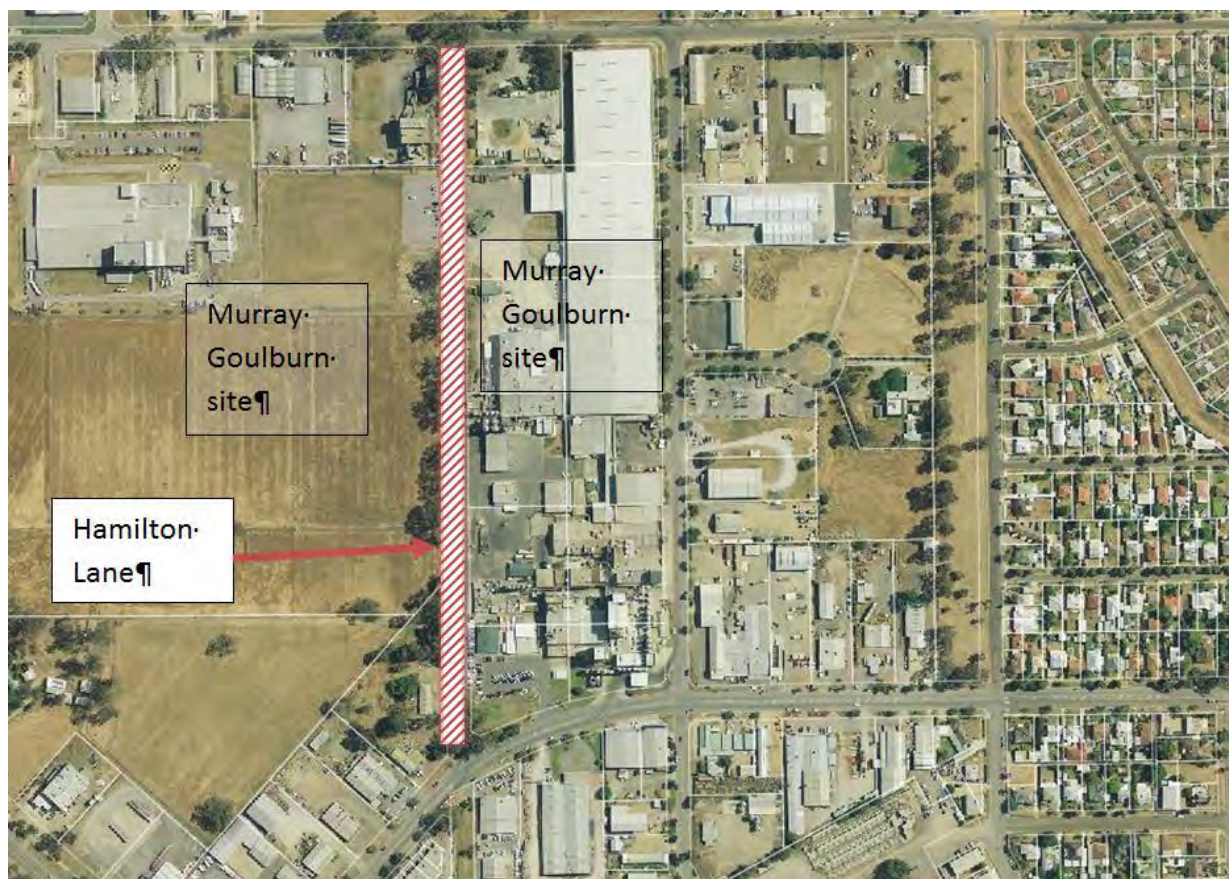


Figure showing location of Hamilton Lane with respect to Murray Goulburn facility.

3. Financial Implications

The road pavement is currently valued as a Council asset, discontinuing the road will see this asset removed from Council's asset register.

Hamilton Lane is a government road and should Council resolve to discontinue it, the land will revert back to Crown land and Murray Goulburn will be able to enter into discussions with the relevant State department to purchase the land. The land will be encumbered with the easements to secure Council's and other service authorities access to their assets.

Council will derive no income from the sale of the land given it will revert to Crown land once the road is discontinued.

FILE NO: 100.01.003
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.1
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

PROPOSAL TO DISCONTINUE HAMILTON LANE COBRAM (cont'd)

Council has committed funds toward the independent traffic study which has been funded through operational expenditure.

The Section 223 process allows for persons aggrieved with Council's decision to appeal to VCAT and should this occur Council would face the cost of defending its decision.

4. Risk Management

The discontinuance of Hamilton Lane will see this segment of road removed from Council's Register of Public Roads and from Council's responsibility to inspect and maintain.

5. Internal and External Consultation

Council's Operations and Assets and Construction departments were consulted regarding this proposal and they concluded that provided Council's drainage assets are protected and legal access is maintained, they have no objective to the proposal.

VicRoads and service authorities will be consulted over the proposal should Council determine to commence the process to discontinue Hamilton Lane.

6. Regional Context

The redevelopment of the Murray Goulburn facility in Cobram is a significant investment within the region. The closure of Hamilton Lane will assist in this redevelopment.

7. Council Plan Strategy

The proposal under consideration in the report supports Council Plan Strategy 3.8 – Investment Attraction.

8. Legislative / Policy Implications

Section 10 Clause 3 of the Local Government Act 1989 (the Act) outlines Council's power to discontinue roads by a notice published in the Government Gazette. Section 207A of the Act states that when exercising a power under Section 10 Clause 3, a person may make a submission under Section 223 of the Act.

Section 223 of the Act outlines a process whereby Council is required to publish a notice of its intention to exercise its power under Section 10 Clause 3 and persons are given the right to make a submission concerning the matter. The period for receiving submissions is not to be less than 28 days from when the notice is published.

Should Council determine to commence the process toward discontinuing the road known as Hamilton Lane, then a Section 223 process will be undertaken with the outcomes presented in a future report to Council to determine whether the road is to be discontinued.

9. Environmental Impact

There are no environmental implications associated with Council resolving to commence the process to discontinue Hamilton Lane.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

FILE NO: 100.01.003
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.1
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

PROPOSAL TO DISCONTINUE HAMILTON LANE COBRAM (cont'd)

11. Conclusion

The \$74million redevelopment of the Murray Goulburn facility in Cobram is a significant investment by a major employer within Moira Shire.

The discontinuance of Hamilton Lane will help address OH&S issues that exist on the site and facilitate this redevelopment without having a significant impact upon the surrounding road network.

It is therefore recommended that Council resolve to commence the process to discontinue Hamilton Lane and implement a Section 223 process to invite public submissions regarding the proposal.

Attachments

Nil

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK

RECOMMENDATION

That Council approve the issue of a Permit for Application No. 52014778 for use and development of land at 1662 Lorenzs Road, Numurkah also known as Lot 2 on PS347726 for a dwelling and water tank, subject to the following conditions:

1. Before the use or development 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 the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - (a) The footprint of the existing shed, proposed dwelling and proposed water tank,
 - (b) Distance to boundaries of the dwelling and other structures,
 - (c) The location of the septic tank system including associated disposal field (as required by Conditions 12 & 13).
2. Before the use or development starts, 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 the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must show:
 - (a) The floor plan of the existing shed and
 - (b) The elevations of the existing shed.
3. The use and development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
4. Before the development starts, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act 1987* to provide for the following:
 - (a) no further dwellings will be permitted on the subject lot, and
 - (b) the residents acknowledge the impacts of nearby agricultural activities.The Agreement must be prepared by the developer at the developers cost unless Council has been requested in writing to prepare it in which case all costs associated with the preparation and registration of the agreement must be borne by the applicant. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.
5. A satisfactory landscaping plan for the whole of the subject land must be submitted within 30 days of the issue of this permit to be approved by the Responsible Authority. An endorsed copy of the plan must form part of this permit. The submitted plan must:
 - (a) Show landscaping including establishment of a permanent plantation of trees and shrubs with a minimum of three rows along the western, southern and eastern boundary of the site to form an effective screen between activities on the site and adjoining land using a mixture of indigenous (local native) species in accordance with the endorsed plans.
 - (b) Identify measures to protect remnant native vegetation and natural drainage lines on the site,
 - (c) Include a schedule of all proposed indigenous plan species to be used for landscaping which will include the botanical names to the satisfaction of the Responsible Authority.

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

6. Before the use/occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
7. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
8. No native vegetation (including trees, shrubs, herbs and grasses) shall be removed, lopped or destroyed unless a permit has been granted by the Responsible Authority.
9. Earthworks and construction must not cause damage to native vegetation to be retained (including trees, shrubs, herbs and grasses) and to natural drainage lines and/or watercourses.
10. A 'Tree Protection Zone' (TPZ) must be applied during earthworks and construction. A TPZ applies to a tree and is a specific area above and below the ground. The TPZ must have a radius 12 x the Diameter at Breast Height (DBH); the TPZ of trees should be no less than 2 m or greater than 15 m.
11. No trenching, soil excavation, stockpiling or dumping of soil is to occur within the Tree Protection Zone without the written consent of the Responsible Authority.
12. An approved septic tank system must be installed prior to any occupation of the dwelling, and all domestic wastewater must be disposed of and contained within the prescribed setback buffer distances of the disposal field of the property.
13. Any septic tank system, including effluent disposal lines and disposal field, must not be located within;
 - 300 metres upslope of a potable water supply from a dam or reservoir (below ground level), including food production;
 - 100 metres upslope from a stream used as a potable water supply catchment;
 - 6 metres upslope of an adjacent allotment boundary;
 - 3 metres downslope of an adjacent allotment boundaryAnd as prescribed in the Code of Practice – Onsite Wastewater Management, EPA Publication 891.2, December 2008, subject to the discretion of Council's Environmental Health Officer.
14. Before the use begins and/or the building(s) is/are occupied all stormwater and surface water discharging from the site, buildings and works must be retained on site or conveyed to the legal point of discharge drains to the satisfaction of the Responsible Authority/Goulburn Murray Water. No effluent or polluted water of any type will be allowed to enter the stormwater drainage system.
15. Prior to the issuing of a certificate of occupancy the existing vehicular crossing located at Lorenzs Road must be upgraded generally in accordance with the requirements of the Infrastructure Design Manual, specifically standard drawing SD255.
16. Prior to the issuing of a certificate of occupancy the southern vehicular crossing shall be removed and the nature strip, within the road reserve, reinstated.
17. The existing shed must not be used for habitation.

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

18. Goods, equipment or machinery must not be stored or left exposed outside a building so as to be visible from any public road or thoroughfare.
19. The subject land must be kept neat and tidy at all times and its appearance must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality.
20. This permit will expire if one of the following circumstances applies:
- The use and/or development are not started within two years of the date of this permit.
 - The development is not completed within two years of the date of commencement.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within 6 months after the permit expiry date, where the use or development allowed by the permit 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.

GBCMA Condition

21. The finished floor level of the proposed dwelling must be constructed at least 300 millimetres above the 100-year ARI flood level of 109.5 metres AHD, i.e. 109.8 metres AHD, or higher level deemed necessary by the responsible authority.

GMW Conditions

22. All wastewater from the proposed dwelling must be treated and disposed of using an EPA approved system, installed, operated and maintained in compliance with the relevant EPA Code of Practice and Certificate of Approval and to the satisfaction of council's Environmental Health Department.
23. The wastewater disposal area must be located a minimum of 60 metres from all waterways, including open channels and drains, for a primary treatment wastewater management system and at least 30 metres for a secondary treatment wastewater management system, and at least 20 metres from any bores.
24. The wastewater disposal area must be kept free of stock, buildings, driveways and service trenching and must be planted with appropriate vegetation to maximise its performance. Stormwater must be diverted away. A reserve wastewater disposal field of equivalent size to the primary disposal field must be provided for use in the event that the primary field requires resting or has failed.
25. All construction and ongoing activities must be in accordance with sediment control principles outlined in 'Construction Techniques for Sediment Pollution Control' (EPA, 1991).

Planning Notes

This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.

A consent to work within Road Reserve permit must be obtained from the Responsible Authority prior to the carrying out of any vehicle crossing works.

GMW Note:

Application must be made to Goulburn-Murray Water prior to construction of any dams on the subject land. A

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

license must be obtained where surface or groundwater supplies are taken and used for commercial irrigation purposes or if a dam is to be constructed on a waterway as defined under the *Water Act* 1989. For further information, the applicant should contact Goulburn-Murray Water Diversion Operations on 1800 013 357.

1. Executive Summary

Planning Permit Application 5/2014/778 is for the use and development of land located at 1662 Lorenzs Road, Numurkah for a dwelling and water tank.

The main issues relate to the protection of agricultural lands, the current unauthorised use of the land, the planning history of the site and whether or not the application accords with planning policy.

The state and local planning policies for agriculture and the provisions of the Farming Zone clearly require a link between new dwellings and the agricultural use of the lands. The subject application has not attempted to show any such link rather is critical of the basis of the policies.

The background to the application can be summarised as follows:

- In 2006 a permit, now lapsed was issued for a dwelling and garage on the lot, thus establishing the principle of development.
- There is currently non-compliant uses and storage on the site, which could be regularised through the issuing of a permit.
- The lot is separated from other agricultural production lands by an adjoining residential lot to the north, by a vegetation buffer along the southern boundary and by a drain to the east. It is therefore unlikely to be consolidated and used for agricultural purposes in the future.

This application has been advertised and referred, both internally and externally. No objections to the issuing of a permit have been received. A number of conditions to control the proposed development have been requested.

It is considered that this application does not fully achieve the objectives and requirements of the policies of the Moira Planning Scheme but, on balance, it is recommended that Council approve the issue of a Planning Permit, subject to conditions.

2. Background and Options

Application Details

Applicant: Onleys
Land Owner: Wayne Cook
Land Address: 1662 Lorenzs Road, Numurkah
Title Details: Lot 2, PS347726
Site Area: c.0.88ha (8,800m²)
File No: 52014778
Zone: Farming Zone (FZ)
Overlays: Land Subject to Inundation Overlay (LSIO)

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

Key Issues

- State & Local Planning Policies
- Farming Zone
- Agricultural Policy
- Land Subject to Inundation Overlay
- Permit History on Site
- Compliance Related Issues

Proposal

The proposed development is for a dwelling and 10,000 litre water tank on a lot of 0.88ha.

The application was lodged on 10 October 2014 for use and development of the land for a dwelling. The dwelling will include 4 bedrooms, a double garage, bathroom, laundry, ensuite, kitchen, theatre, lounge, rumpus room and an open planning dining, living, kitchen area.

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)



Onleys
PO Box 2120
5 Telford Drive
Shepparton Vic 3630
Tel (03) 5821 7171
Fax (03) 5821 2725

**PLAN OF
PROPOSED DWELLING SITE**

SURVEYORS REF:
2551

Sheet 1 of 1 Sheets

SCALE
1 : 500

SHEET SIZE
A3

CLIENT: W. COOK
1662 LORENZS ROAD
NUMURKAH 3636

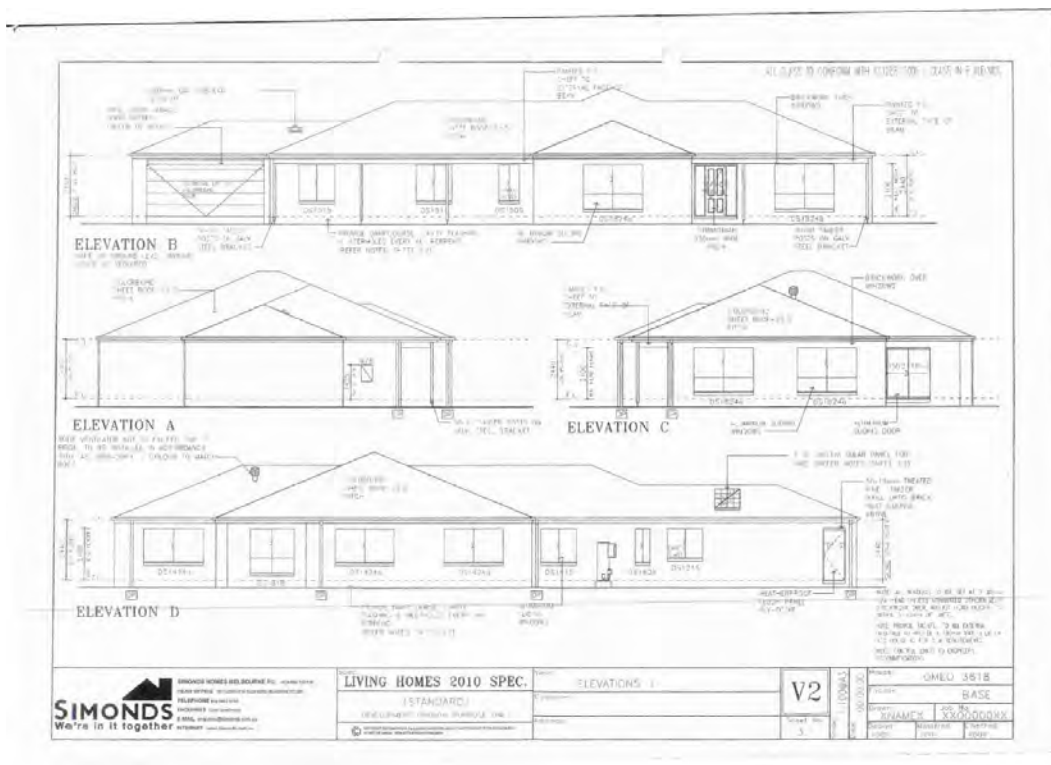
MEASUREMENTS AND AREAS ARE APPROXIMATE
ONLY AND ARE SUBJECT TO SURVEY.
LENGTHS ARE IN METRES.

COUNTY OF MORIA
PARISH OF KATUNGA
CROWN ALLOTMENT 16 (PT)
SECTION -
TITLE: C/T V.10275 F.716
TITLE:
DATE: 08/02/15

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)



FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

Subject site & locality

The main site/locality characteristics are:

- The subject site is located over approximately 5 kilometres to the west north west of the town of Numurkah.
- Lots in the area are largely agricultural use.
- There are two existing dwellings in similarly signed lots to the north west of the subject lot.



FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)



Permit/Site History

The subject land holding has previously been subject to a planning permit application, namely 5/2006/778 for a Dwelling & Garage. The Permit issued and subsequently expired

The applicant has indicated that the current owners purchased the property in 2008. Apparently it was their intention to build the house permitted by permit 5/2006/778 but missed the opportunity due to financial reasons.

The existing shed on the property, which has been on site since at least 2005, appears to have been used illegally as a residence. This matter was referred to Moira's Compliance Officer who issued a letter to the owner on 28 October 2014 informing of the implications of the unauthorised development and use. The owner was advised that no further action will be undertaken until this planning permit application has been assessed and a decision made.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it will become a compliance issue which could result in enforcement proceedings (ie infringement notice, enforcement order, Magistrate Court) including the eviction of the current residents of the shed.

5. Internal and External Consultation

Internal Consultation

The application was referred to the Shire's Infrastructure Planning, Environmental Health and Natural Resources sections, each of which requires conditions to be imposed on any permit that is issued.

The application was also referred to Shire's Compliance Officer who undertook a site visit on 17 October 2014 observing that the existing shed on the property has been extended, almost doubling in size, without the benefit of a building permit. The shed appeared to be occupied and used illegally as a dwelling. The lot also contained debris including burned scrap metal and was unsightly in appearance. The Officer has recommended conditions relating to the non-habitation of the shed, the tidying of the lot.

External Consultation

The application was referred to the Goulburn Broken Catchment Management Authority, under Section 55 of the *Planning and Environment Act 1987*, due to the site being affected by the Land Subject to Inundation Overlay. No objection was raised to the issue of a permit subject to a condition regarding the finished floor level of the dwelling.

The application was also referred, to Goulburn Murray Water, under Section 52 of the *Planning and Environment Act 1987*. No objection was raised to the issue of a permit subject to conditions regarding septic system on the site.

Public Notice of the application was given under Section 52 of the *Planning and Environment Act 1987*. At the time of drafting this report no submissions or objections have been received.

6. Regional Context

There is no regional context associated with this proposal, given its small scale and location.

7. Council Plan Strategy

It is considered that the subject development is consistent with the following strategies set out in the Council Plan:

- Environment – that Moira will responsibly manage its environment,
- Community – that Moira will be a Shire where all its people and communities are happy

8. Legislative / Policy Implications

Zoning

The subject lands are located in the FZ. The purpose of the FZ, amongst others, is:

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

“To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.”

The proposed development is to construct a dwelling on the subject lot. Clause 35.07-1, in conjunction with the Schedule to the FZ indicates that the use of a lot of less than 80ha for a dwelling is a Section 2 use, triggering a permit requirement. Clause 35.07-4 states that a permit is triggered building or works associated with a use in Section 2. Further a permit is triggered for building and works being less than 100m from a dwelling in another person's ownership.

Clause 35.07-5 requires that any application for a new dwelling in the FZ should include a written response to Clause 35.07-6, which sets out the decision guidelines for developments in the FZ. The following relates to residential development:

“Dwelling issues

- Whether the dwelling will result in the loss or fragmentation of productive agricultural land.*
- Whether the dwelling will be adversely affected by agricultural activities on adjacent and nearby land due to dust, noise, odour, use of chemicals and farm machinery, traffic and hours of operation.*
- Whether the dwelling will adversely affect the operation and expansion of adjoining and nearby agricultural uses.*
- The potential for the proposal to lead to a concentration or proliferation of dwellings in the area and the impact of this on the use of the land for agriculture.”*

Information submitted with the application stated the following:

The proposed dwelling will not remove the land from agricultural production nor cause further fragmentation of productive land. The subject land and other existing lots in the subdivision are not productive agriculturally used land and the previous decision of Council has established that position.... The land adjoining the subject land forming part of the previous subdivision approval is not used for productive agriculture and land across Lorenzs Road is separated by a tree buffer as is land to the south.... The potential for the proposal to lead to a concentration or proliferation of dwellings in the area is very low and would be dependent upon Council making a decision to allow further subdivision as this proposal takes up the last available lot.

The application argues that this is the last remaining lot not associated with a dwelling in an old subdivision, is adequately buffered from agricultural uses on the south, will not remove land from agricultural production and, given that a permit was issued in 2008 for a dwelling on the lot, it states that Council has established the position that a dwelling acceptable on this land.

It is noted that the application of 2008 was assessed against the policies set out at that time and this new application must accord with current policies in order to be successful. What the application fails to point out is that the shed on the site has been rebuilt or extended between 2007 and 2009 without the benefit of a building permit and is being illegally used as a dwelling. This shows an established lack of compliance with planning and building requirements.

The Compliance Officer's letter of 28 October 2014 also sets out that the site is in a state of disarray with open storage of vehicles and other items. Given the Compliance Officer's referral response sets out conditions that will help to tidy and regularise use on the site. It should however be noted that given the lack of due regard in the past the implementation of conditions associated with any permit should be stringent in order to limit future non-compliance.

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

In addition to the above, that while trees buffer the southern boundary of the lot there is no buffer along the western boundary. A condition requiring a landscaping plan should be applied.

It is considered that the proposed development of a dwelling meets the requirements of the FZ subject to conditions. It is considered that the proposed development is in the interest of the proper planning of the area, particularly as it regularises an existing infringement.

Overlays

Part of the subject lot is located within the Land Subject to Inundation Overlay (LSIO).

The objective of the LSIO, among others, is to:

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

Clause 44.04-1 states that a permit is required to construct a building on lands affected by the LSIO. An application for a permit triggered under this clause must be referred to the GBCMA under Section 55 of the Planning and Environment Act 1987. Accordingly the application was referred and in response GBCMA indicated that they have no objection to the issuing of a permit, subject to condition regarding finished floor levels. It is therefore considered that the proposed development accords with the LSIO policies.

State Planning Policy

Clause 11.05-3 sets out that State wide it is an objective:

To manage land use change and development in rural areas to promote agriculture and rural production.

Part of the strategy by which this is to be achieved it to limit new housing growth, discourage development of isolated small lots in rural zones from use for single dwellings, rural living or other incompatible uses and to encourage consolidation of existing isolated small lots in rural zones. The applicant submits that as other dwellings have been permitted on lands to the north and as a permit was previously issued for the subject lot the presence of dwellings at this location appear not to have any adverse effect upon productive agriculture.

It is considered that the proposed use and development accords with the spirit of the SPP if conditions requiring a Section 173 Agreement, acknowledging the impact of agriculture on nearby lands and that a landscaping plan be prepared are imposed on any permit that is issued.

The Local Planning Policy and Municipal Strategic Statement

Clause 22.01 sets out Moira Shire's Agricultural Policy. The purpose of the policy is to addresses two separate issues: being rural subdivision and rural dwellings. Here the focus is upon preventing the loss of agricultural lands through inappropriate subdivision or the proliferation of dwellings in the area.

It is policy to discourage, but not prohibit, any dwellings not associated with or required for the agricultural use of the land in the FZ. Further it sets out polices and decision guidelines to ensure that development occurs in accordance with the established agricultural use of the land (in this case beef production / cattle business) and that Section 173 agreements should be used to regulate the ongoing agricultural use of the land, prevent subdivision and to acknowledge the impact of nearby agricultural uses.

Clause 22.01-4 states:

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

When considering an application for a dwelling, and in addition to the decision guidelines in the Farming Zone, the responsible authority will consider the following matters:

- *Whether the proposed new dwelling is located on a lot that has:*
 - *Legal frontage to a road.*
 - *A satisfactory frontage to depth ratio.*
 - *Suitable two way vehicle access via an all weather road.*
 - *Adequate buffers to protect residential amenity from the impacts of agricultural activity.*
- *The relationship between the proposed dwelling and the agricultural activity on the land.*
- *Evidence of an Integrated Land Management Plan under Clause 35.07-6 or similar, addressing the relationship between agricultural activities on the land and the proposed dwelling.*
- *The agricultural productive capacity or the agricultural potential of the land.*
- *The nature of the existing agricultural infrastructure and activity on the land and any new proposed agricultural infrastructure and activity at the land.*
- *The nature of the agricultural activities on the land and whether they require permanent and continuous care, supervision or security.*
- *The proposed siting of the dwelling and whether it minimises impacts on existing and potential agricultural operations on nearby land.*
- *The lot size, context and physical characteristics of the land.*
- *Whether the dwelling will result in a rural living or rural residential outcome in the area.*
- *The potential for land to be consolidated with other land to enhance agricultural productivity.*
- *Whether the planning scheme identifies a 'non-agricultural' future for the land and the implications of development on future development options.*

The application documentation has suggested that the policies of Clause 22.01 should only apply to agricultural production land of regional or local significance. The report submitted with the application appears to be arguing that the policy itself is flawed rather than looking at how the proposed development accords with it. This is somewhat counterproductive given the characteristics of the lot, which is not currently utilised for agricultural production, along with its size indicates that agricultural land will not be lost through the construction of a new dwelling.

On balance it is considered that the proposed dwelling accords with the Clause as it will not result in the loss of agricultural land.

The decision guidelines of Clause 65

Before deciding on an application or approval of a plan, the responsible authority must consider, as appropriate:

- *The matters set out in Section 60 of the Act.*
- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *The purpose of the zone, overlay or other provision.*
- *Any matter required to be considered in the zone, overlay or other provision.*
- *The orderly planning of the area.*
- *The effect on the amenity of the area.*
- *The proximity of the land to any public land.*
- *Factors likely to cause or contribute to land degradation, salinity or reduce water quality.*

FILE NO: 520147781
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.2
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

52014778 - USE AND DEVELOPMENT OF LAND AT 1662 LORENZS ROAD, NUMURKAH FOR A DWELLING AND WATER TANK (cont'd)

- *Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.*
- *The extent and character of native vegetation and the likelihood of its destruction.*
- *Whether native vegetation is to be or can be protected, planted or allowed to regenerate.*
- *The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.*

All the matters set out in Clause 65 have been considered. Those matters above that most closely relate to the proposed development, namely the purpose of the zone, overlay or other provisions, together with the orderly planning of the area and the effect on the amenity of the area have been addressed elsewhere in this report.

9. Environmental Impact

It is considered that subject to compliance with the conditions set out this proposal will have a positive impact on the environment, allowing the rectification of the current illegal living conditions and the tidy up of the debris on the lot.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

Dwellings, not associated with agricultural uses, are strongly discouraged in the FZ. However, the subject land was issued a permit for a dwelling and a shed in 2006, but only a shed has been constructed which unfortunately is being used illegally as a residence. It is unlikely that the lot will ever revert to an agricultural use, due to existing infrastructure and non-agricultural land use adjoining the site.

It is considered that as the proposed dwelling and associated water tank is not likely to have any negative impact on surrounding uses, therefore the application should be approved.

Attachments

Nil

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA

RECOMMENDATION

That Council approve the issue of a Notice of Decision to Grant a Permit for Planning Application No. 52014592 for an eleven (11) lot subdivision at PC 368988, also known as Humberstone Street, Nathalia, subject to the following conditions:

1. The subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
2. Before the plan of subdivision is certified under the *Subdivision Act 1988*, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority, unless otherwise agreed in writing. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions the three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to:
 - (a) Show on Lot 1 and Lot 2 building envelopes measuring 10 metres by 15 metres or 9 metres by 15 metres.
3. Before the Statement of Compliance is issued under the *Subdivision Act 1988*, the applicant or owner must pay to the Responsible Authority a sum equivalent to 5 per cent of the site value of all the land in the subdivision as a contribution to public open space. All costs associated with the valuation of land shall be borne by the applicant or owner.
4. The owner of the land must enter into an agreement with:
 - a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
5. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
6. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.
7. The sections of Humberstone St and McDonald St fronting the development must be constructed and sealed to the satisfaction of the Responsible Authority. Prior to the Responsible Authority issuing a Statement of Compliance for the Subdivision, the Subdivider must undertake or cause to be provided:
 - a) full construction of all new roads, kerb and channel, vehicle cross overs and drainage in accordance with the Infrastructure Design Manual. All works must conform to plans and specifications prepared by a qualified Engineer at the Subdivider's expense, and approved by the Responsible Authority;

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

- b) payment to the Responsible Authority of an amount up to 2.5% of the actual cost of work, being for costs of the Responsible Authority supervision of the works, as determined by the Responsible Authority;
 - c) payment to the Responsible Authority of an engineering design checking fee of an amount up to 0.75% of the value of documented works;
 - d) the maintenance of the roads and footpaths for a period of 12 months from practical completion;
 - e) a defect liability period of 12 months will commence from the date of Statement of Compliance;
8. Before any works associated with the subdivision start, detailed construction plans must be prepared to the satisfaction of the Responsible Authority. All works constructed or carried out must be in accordance with those plans
9. Landscaping of the nature strip is to include the planting of one (1) mature (2 – 3 metres high) street tree per lot (of an approved species and location).
10. Prior to the issue of the Statement of Compliance, a complete copy of the as-constructed plans must be provided to the Responsible Authority both in hard copy and electronic format.
11. Prior to the issue of the Statement of Compliance three (3) copies of the schedule of construction costs must be provided to the Responsible Authority.
12. Prior to the issue of a Statement of Compliance a Guarantee of Work is to be provided to the Council having a minimum value of 5% of the total cost of roads, drainage and landscaping based upon the bill of quantities. The guarantee shall be released at the termination of the Defect liability period subject to satisfactory completion of any works identified at that time.
13. Prior to the certification of the plan of subdivision under the Subdivision Act 1988, a properly prepared drainage discharge plan with computations 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 the permit. The plans must be drawn to scale with dimensions and a minimum of three copies must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and be designed in accordance with the requirements of that manual.
The information and plan must include:
- a) details of how the works on the land are to be drained and/or retarded.
 - b) computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority
 - c) independent drainage for each lot
 - d) underground pipe drains conveying stormwater to the legal point of discharge for each allotment
 - e) measures to enhance stormwater discharge quality from the site and protect downstream waterways Including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements;
 - f) a maximum discharge rate from the site is to be determined by computation to the satisfaction of Council
 - g) documentation demonstrating approval from the relevant authority for the legal point of discharge.
- Before the use begins and/or the building(s) is/are occupied or issue of a Statement of Compliance all works constructed or carried out must be in accordance with those plans. to the satisfaction of the Responsible Authority

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

GVW Conditions

14. Payment of a new customer contribution for water supply to the development, such amount being determined by the Corporation at the time of payment;
15. Provision of a reticulated water supply and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of the Goulburn Valley Region Water Corporation;
16. Payment of a new customer contribution for sewerage services to the development, such amount being determined by the Corporation at the time of payment;
17. Provision of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of the Goulburn Valley Region Water Corporation.
In the case of multi-tenement development, the works required are to be carried out in accordance with AS 3500.2 - 'Sanitary plumbing and drainage', and include disconnection of any existing house connection drain to the satisfaction of the Corporation's Property Services Section;
18. Provision of easements in favour of the Goulburn Valley Region Water Corporation over all existing and proposed sewer mains located within private property;
19. A notation is to be placed on the plan of subdivision to note that pursuant to Section 12(2) of the Subdivision Act 1988, there exists "implied easements" over proposed allotments 1 and 2 only and the common property within the development;
Alternatively, the developer is to provide a two metre wide sewerage easement over the common portion of the house connection drain, in favour of the benefiting land, to the satisfaction of the Goulburn Valley Region Water Corporation;
20. The operator under this permit shall be obliged to enter into an Agreement with Goulburn Valley Region Water Corporation relating to the design and construction of any sewerage or water works required. The form of such Agreement shall be to the satisfaction of Goulburn Valley Water. A copy of the format of the Agreement will be provided on request;
21. The plan of subdivision lodged for certification is to be referred to the Goulburn Valley Region Water Corporation pursuant to Section 8(1) of the Subdivision Act, 1988.

Powercor Conditions

22. The applicant shall:-
 - a) Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided, the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
 - b) Provide to Powercor Australia Ltd. A copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

Planning Notes

Consent to work within the Road Reserve is required from the Responsible Authority prior to the undertaking of works planned within the Road Reserve, such as road upgrading, installing footpaths, kerb and channel, driveway crossings, street trees, drainage etc

Attention is drawn to drainage design plans prepared for Nathalia and note that while an overall concept for drainage has been prepared, little of the design drainage has been constructed. The applicant, in preparing a drainage design for this development is strongly encouraged to take this design documentation into account.

1. Executive Summary

A Planning Permit application has been received for an eleven (11) lot subdivision at Humberstone Street, Nathalia. Ten local residents and landowners have objected to the issuing of the permit, highlighting concerns relating primarily to drainage related flooding but also to the increase in traffic that may arise.

The proposed development accords with the purpose of the General Residential Zone and the decision guidelines set out in the Moira Planning Scheme. It is also in accordance with State and Local Planning Policies. The application was internally and externally referred and no objection has been received.

The concerns of the objectors have been fully considered and permit conditions will ensure that the subdivision is adequately drained.

This report therefore recommends that a permit be issued, subject to conditions.

2. Background and Options

Application Details

Applicant: Ken McNamara
Owners: Haback Holding PTY LTD,
Ian and Kristy Brereton,
Stuart and Elvie Barnes
Land Address: Humberstone Street, Nathalia
Title Details: PC368988
Site Area: 8123m²
File No: 52014592
Zone: General Residential Zone (GRZ)
Overlays: No

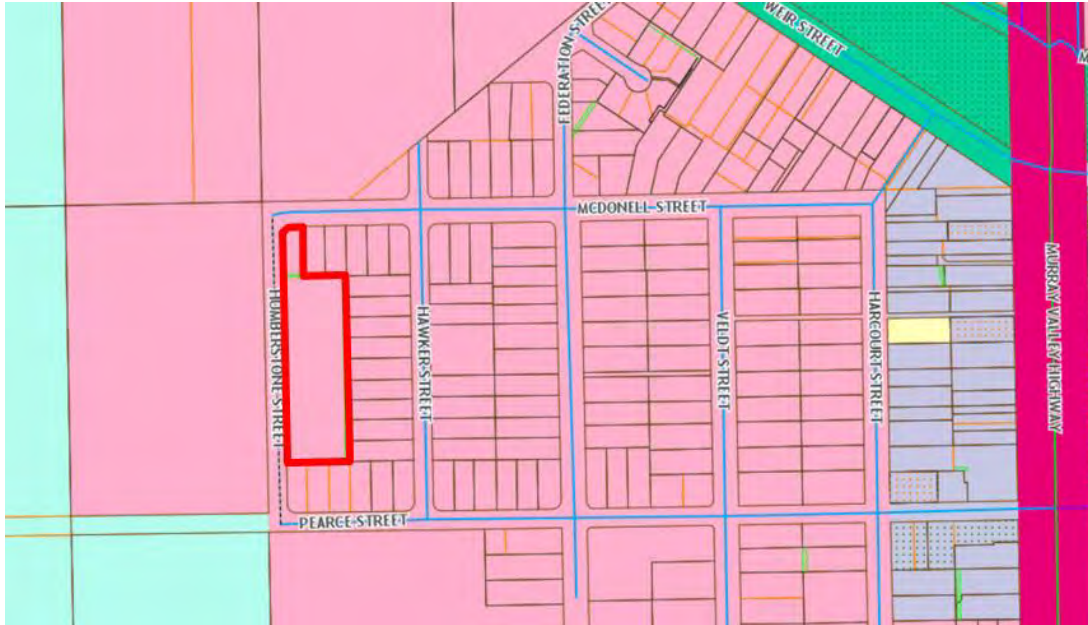
Key Issues

- State & Local Planning Policy
- Zoning requirements
- Development/subdivision requirements
- Objections

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)



FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

The subject land (PC 368988) is located in Nathalia, on the western fringe of the town. It is located to the south of the new Nathalia District Hospital. Humberstone Street is currently an unformed road running north/south parallel to Hawkers Street between Pearce and McDonnell Streets.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

Proposal

The proposal is for an eleven (11) lot subdivision creating lots, from north to south (starting at McDonnell Street) as follows:

Lot 1: 327m²
Lot 2: 329m²
Lot 3: 832m²
Lots 4 - 11: 829m² each

The proposed plan of subdivision incorporates four existing easements relating to Goulburn Valley Water pipeline and drainage for lots on LP21100.

Planning History

In 2005 an application was lodged for a planning permit to build a twenty-three (23) unit independent living community (TP05/244). The permit was issued however it has subsequently expired.

An application for the certification of a plan of consolidation was lodged to consolidate 10 lots into one single lot (TP05/289). No planning permit is required for the consolidation of land. The plan was certified and issued with a Statement of Compliance.

This new application effectively subdivides this lot into 11 separate lots, in a similar configuration to what previously existed.

Options

Council has the option to defer its decision for further assessment, issue a notice of refusal or issue a planning permit.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it may become a compliance issue.

5. Internal and External Consultation

Internal Consultation

The application was referred to the Shire's Infrastructure Planning and Assets Departments. No objections have been raised however a number of conditions have been recommended if any permit is issued. It should be noted that Infrastructure Planning have set out detailed conditions relating to the construction of Humberstone Street and requiring detailed drainage plans be provided. The Statement of Compliance will not be issued until these conditions have been satisfied.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

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52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

External Consultation

The application was also referred, externally, to APA, Goulburn Valley Water (GVW) and Powercor under Section 55 of the *Planning and Environment Act 1987*. No objections have been received. Conditions have however been set out.

Public Consultation

Public Notice of the application was given in accordance with the provisions of Section 52 of the *Planning and Environment Act 1987*.

At the time of writing this report, 10 objections have been received from residents of McDonald Street, Williamson Street, Hawker Street, Federation Street and Pearce Street. Copies of the objections are attached hereto. The main focus of concern relates to the drainage of the proposed lots. The objectors state that Pearce Street and Hawker Street are regularly subject to surface flooding after rain events and query the impact the addition of 11 new lots may have on drainage in the vicinity. One of the objections also raised a concern relating to traffic volume increases as a result of the proposed subdivision and resulting residential development.

The objections were forwarded to the applicant on 25 September 2014 with a request for a formal response. This was followed up with phone calls and an email on 10 October 2014. To date no response has been received from the applicant.

Water pooling on Pearce Street morning of 25 September following rain on the previous night



FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

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(TOWN PLANNER, MARTINA FOLEY)
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52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

Water pooling on Pearce / Hawker Street junction



6. Regional Context

There is no regional context associated with this proposal, given its scale and location.

7. Council Plan Strategy

It is considered that the subject development is consistent with the following strategies set out in the Council Plan:

- *Environment* – that Moira will responsibly manage its environment. The conditions attached to any permit will ensure that the proposal will not impact negatively upon the Shire's environment.
- *Development* – that Moira will be a great place to live. Focusing on liveability Council must decide if the objectors' concerns relating to drainage should take precedence when Council's Infrastructure Planning Officers have set out conditions that should ensure adequate drainage of the site.

8. Legislative / Policy Implications

Zoning

The subject lands are located in the General Residential Zone (GRZ). The purposes of the GRZ, amongst others, are:

*“To encourage development that respects the neighbourhood character of the area.
To provide a diversity of housing types and moderate housing growth in locations offering good access to services and transport.”*

It is considered that the proposed subdivision into 11 lots accords with the purpose of the GRZ.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
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52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

Clause 32.08-2 states that a permit is required to subdivide land. Further it states that any application for a subdivision creating 3-15 lots in the GRZ must meet all the objectives and standards set out in Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6 of the Moira Planning Scheme. These will be discussed separately under Relevant Particular Provisions below.

Clause 32.08-10 sets out the decision guidelines for developments in the GRZ as follows:

General

- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *The purpose of this zone.*
- *Any other decision guidelines specified in a schedule to this zone.*

Subdivision

- *The pattern of subdivision and its effect on the spacing of buildings.*
- *For subdivision of land for residential development, the objectives and standards of Clause 56.*

Assessments related to relevant particular provisions will be discussed below. Regarding the remainder of the guidelines it is considered that the proposed development accords with the guidelines, subject to compliance with the conditions set out.

State Planning Policies

Clause 11.10-3 of the SPP sets out that it is a strategy of the *Hume Region Growth Plan* to:

Support growth and development in ... existing urban settlements and foster the sustainability of small rural settlements.

By utilising residentially zoned land within an established urban settlement the subject development accords with this strategy.

Local Planning Policy and Municipal Strategic Statement

Clause 21.04 sets out Moira's vision for the future development of Nathalia. It is a stated strategy that:

Direct short term residential development to land already zoned for residential purposes.

The proposed development accords with this strategy. It is however a general settlement strategy in Clause 21.04-4 to:

Discourage new residential development in areas significantly affected by flooding.

Water pooling in the vicinity of the subject site is therefore of concern. It should however be noted that the flooding is a drainage related issue, rather than the type of flood events that effect other parts of the Shire. It is considered therefore that subject to compliance with the proposed conditions the proposed subdivision is unlikely to exacerbate surface water retention in the area.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

Relevant Particular Provisions

Clause 52.01 – Open Space

This clause sets out the Shire's policies relating to Public Open Space Contributions and Subdivision. There is no record of any Public Open Space Contribution having been paid for the subject lands. Accordingly a condition requiring payment of the contribution will be set out.

Clause 56 – Residential Subdivision

Clause 56 sets out the requirements for residential subdivision. As a two lot subdivision the proposed development must accord with out in 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6. A review of the proposed application has found that the proposed development accords generally with the requirement of the scheme. The proposed lots 3 – 11 generally accord with the existing pattern of lots in the area and provide ample space for new dwellings. Lots 1 and 2 are however much smaller, being 327m² and 329m² respectively. These are much smaller lots than those found in the vicinity however it is considered that smaller lots may be appropriate given the proximity to the Nathalia District Hospital.

The decision guidelines of Clause 65

Before deciding on an application to subdivide land, the responsible authority must also consider, as appropriate:

- *The suitability of the land for subdivision.*
- *The existing use and possible future development of the land and nearby land.*
- *The availability of subdivided land in the locality, and the need for the creation of further lots.*
- *The effect of development on the use or development of other land which has a common means of drainage.*
- *The subdivision pattern having regard to the physical characteristics of the land including existing vegetation.*
- *The density of the proposed development.*
- *The area and dimensions of each lot in the subdivision.*
- *The layout of roads having regard to their function and relationship to existing roads.*
- *The movement of pedestrians and vehicles throughout the subdivision and the ease of access to all lots.*
- *The provision and location of reserves for public open space and other community facilities.*
- *The staging of the subdivision.*
- *The design and siting of buildings having regard to safety and the risk of spread of fire.*
- *The provision of off-street parking.*
- *The provision and location of common property.*
- *The functions of any body corporate.*
- *The availability and provision of utility services, including water, sewerage, drainage, electricity and gas.*
- *If the land is not sewered and no provision has been made for the land to be sewered, the capacity of the land to treat and retain all sewage and sullage within the boundaries of each lot.*
- *Whether, in relation to subdivision plans, native vegetation can be protected through subdivision and siting of open space areas.*

All the matters set out in Clause 65 have been considered. It is concluded that the proposed application, subject to compliance with the relevant conditions, accords with Clause 65.

9. Environmental Impact

It is considered that the proposed subdivision will not impact unduly upon the environment, subject to compliance with the relevant conditions.

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET, NATHALIA (cont'd)

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

The application accords with all of the relevant planning policies that regulate new subdivisions.

In relation to traffic concerns raised by one of the objectors it should be noted that the road system in the vicinity of Humberstone Street were designed to cater for the traffic generated by the cumulative impact of the potential 11 new dwellings.

With respect to localised flooding from an inadequate drainage system, the Infrastructure Planning Department have set out conditions that must be complied with prior to the issuing of certification of a plan of subdivision and a statement of compliance.

Whilst it is unfortunate that the applicant has not engaged with the mediation process by answering the objector's concerns the proposed subdivision accords with the Planning Scheme and there is no planning rationale for refusal. All of the concerns of the residents can be assuaged through permit conditions.

It is recommended that a permit be issued for the subdivision, subject to conditions.

Attachments

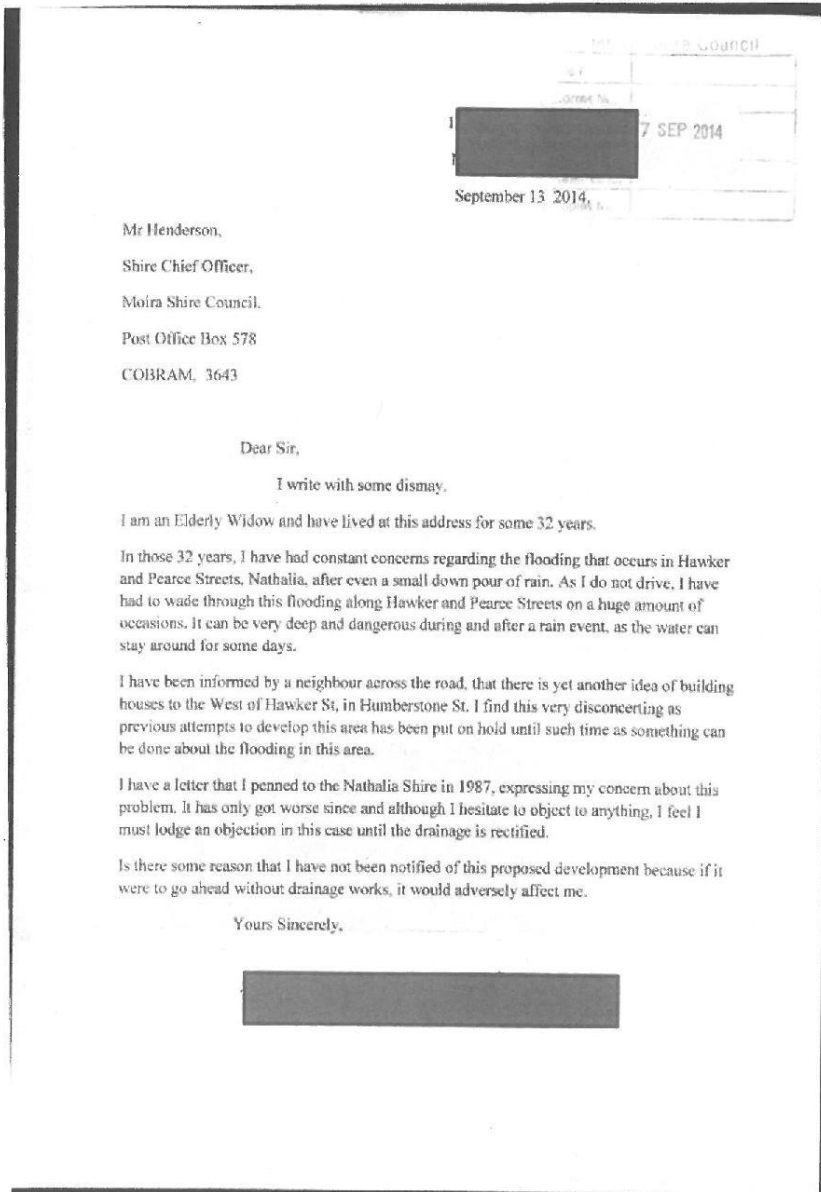
1 Objections

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections



FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

Mr Mark Henderson, 44 Station St Cobram, 3643	12 / 9 / 2014
---	---------------

Dear Sir,

We write to lodge an objection to the proposed development in Humberstone St at Nathalia. I would normally congratulate anyone spending money to develop Nathalia, but in this case it is only going to flood residents out in the south end of Hawker St and in Pearce St, unless a lot of work is done to improve the drainage in this area. This drainage issue has been a problem since we purchased our property here some 14 years ago, and I am told it was a problem even prior to this.

As we do not have a computer, we cannot see the plans etc but if there is a plan that the developer is going to fix the drainage, then we will withdraw my objection. If the new buildings are only going to add to an existing problem, and get into gardens and under houses in Hawker and Pearce streets, then I feel that it should not go ahead until the problem is fixed

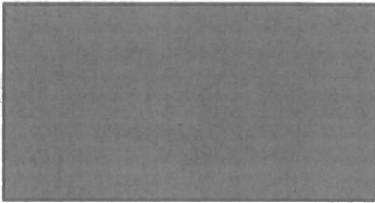

We do ask as to why we get less than fourteen days to put in this objection and why only a few people are getting notices, rather than everyone that gets flooded out every time it rains.

Thanking you

Reference 5/2014/592

17 SEP 2014

Referred to
Copies

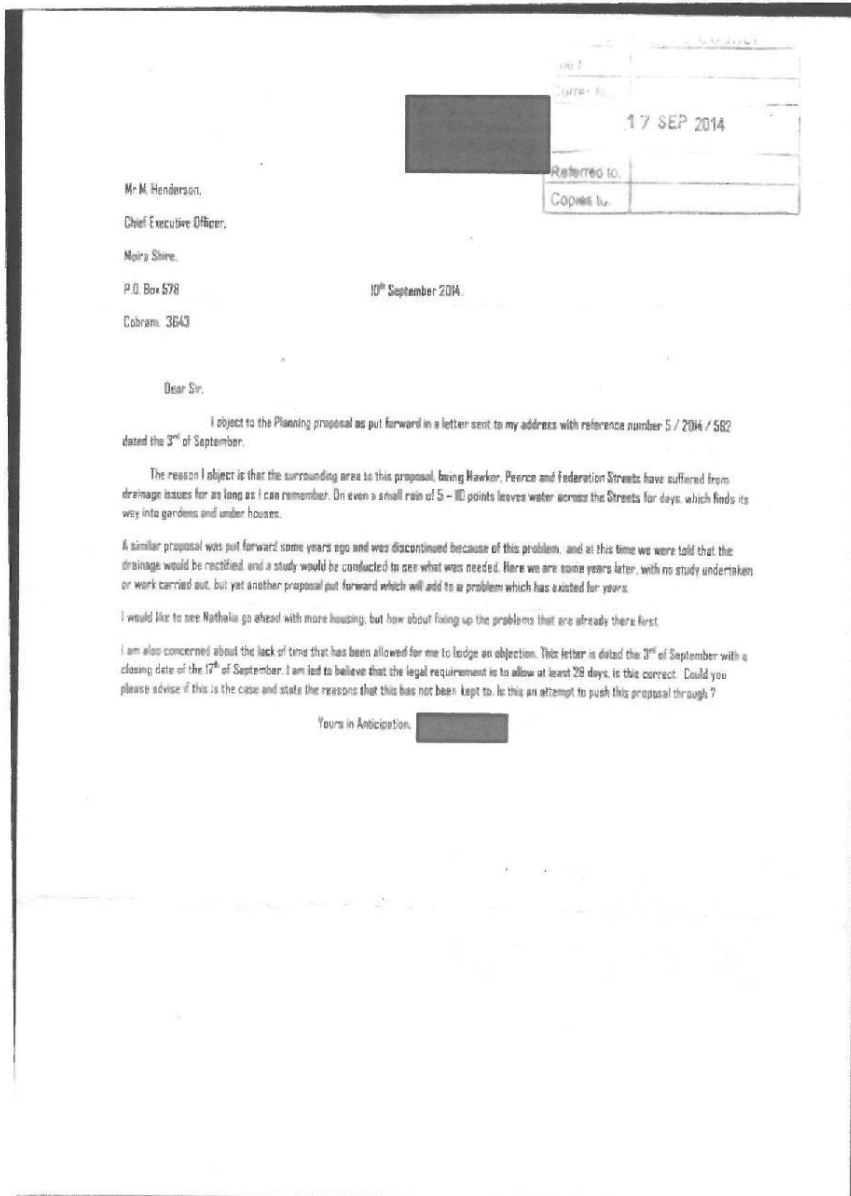


FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

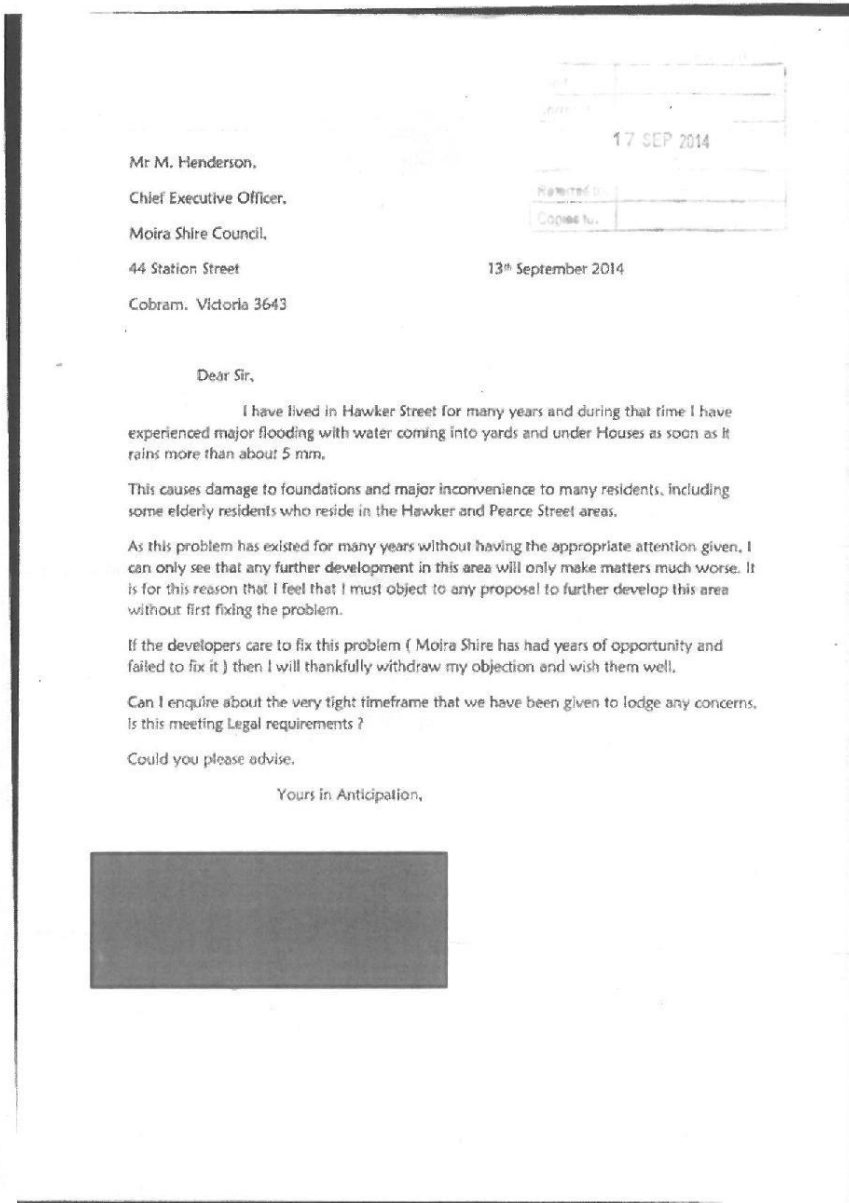


FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
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**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

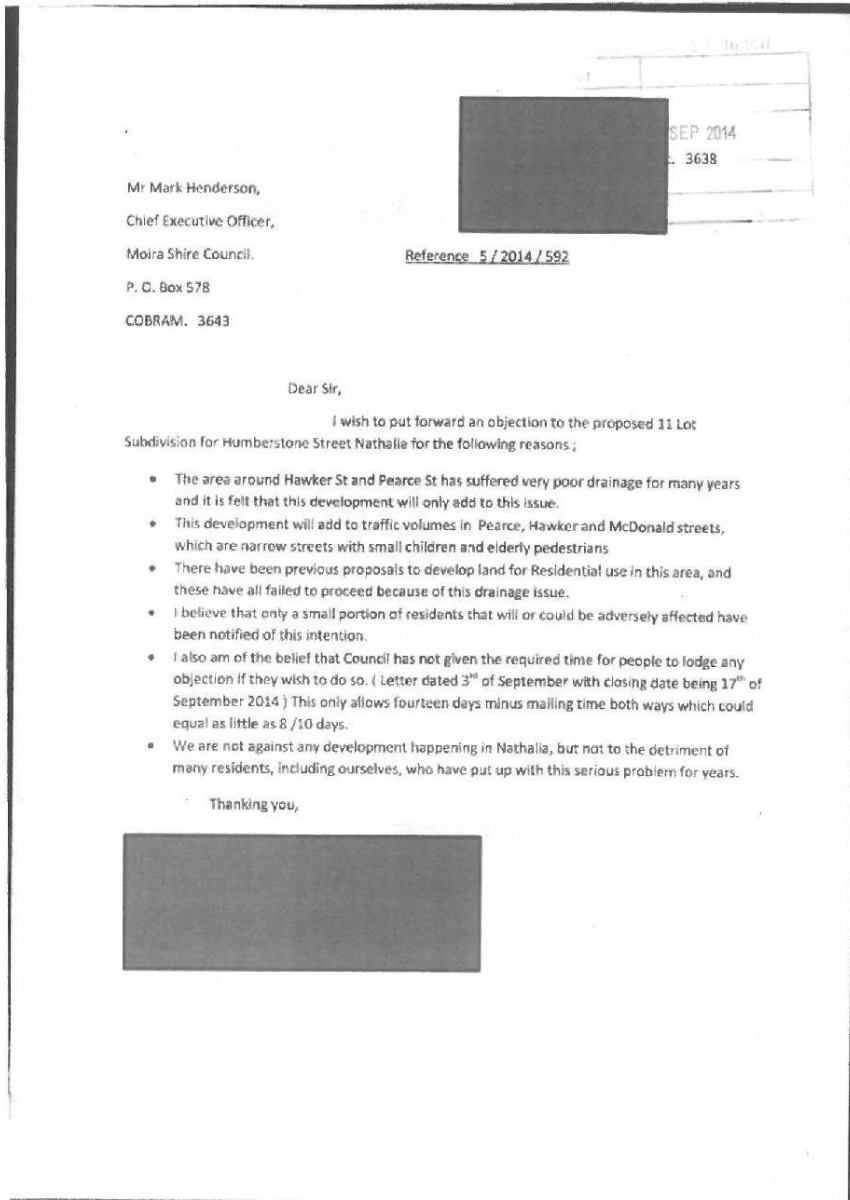


FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

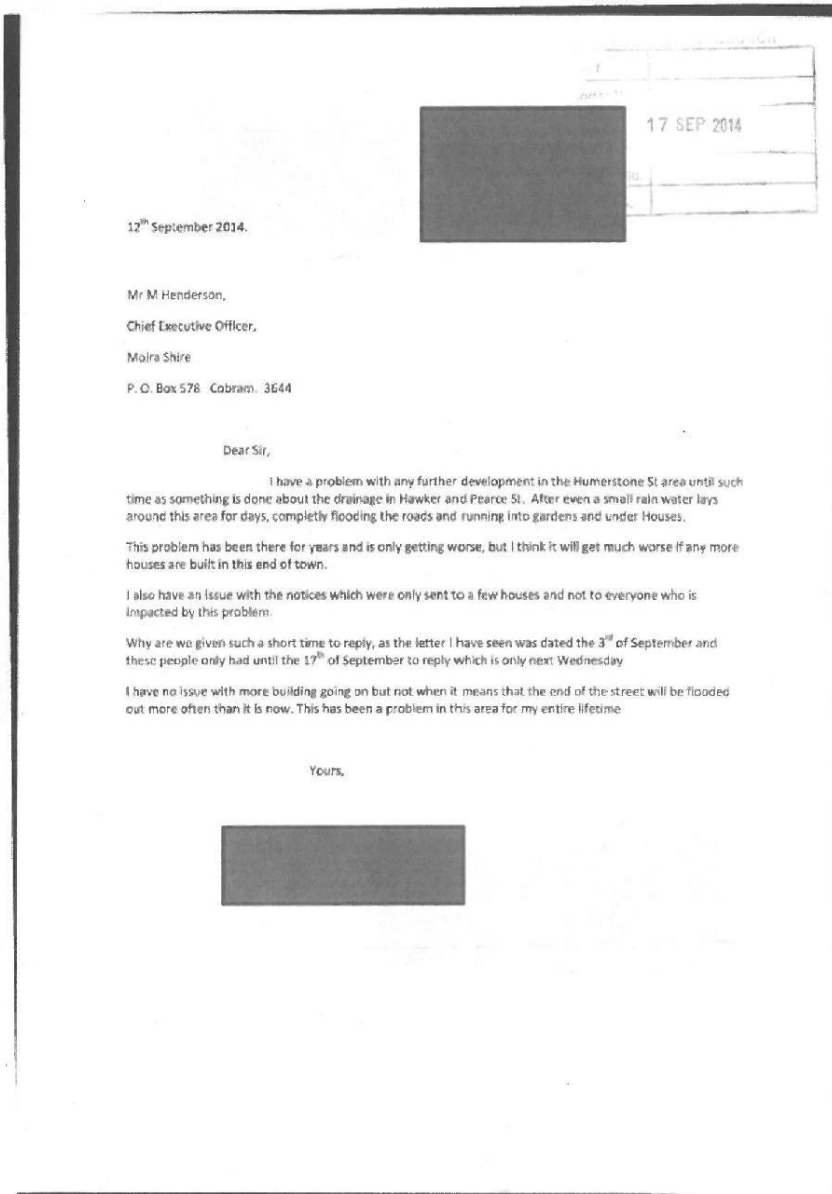


FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
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**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections



FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)

ATTACHMENT No [1] - Objections

MARTINA FOLEY
MOIRA SHIRE COUNCIL
P.O. Box 578
COGRAM 3643.

15/9/2014
Moira Shire Council

17 SEP 2014

SUBJECT - Planning Permit N° 5/2014/592

I lodge this objection to the above application as a concerned resident and owner of 2 (two) properties directly impacted by this development. The two properties are [REDACTED] Nathalia.

My concern with this development lies with the drainage. For the past 30 years or more the Shire in whatever form has failed to deal with flooding experienced by the residents of Harker and near Ste West. Numerous complaints have been lodged.

I have no objections to the above development providing I can be guaranteed that the curb and channeling on Harker St is completely and professionally repaired and made to operate efficiently and effectively together with the drainage from the newly proposed sub-division.

If the Shire can assure me that these problems can and will be fixed PRIOR to the completion of the sub-division I have no further concerns.

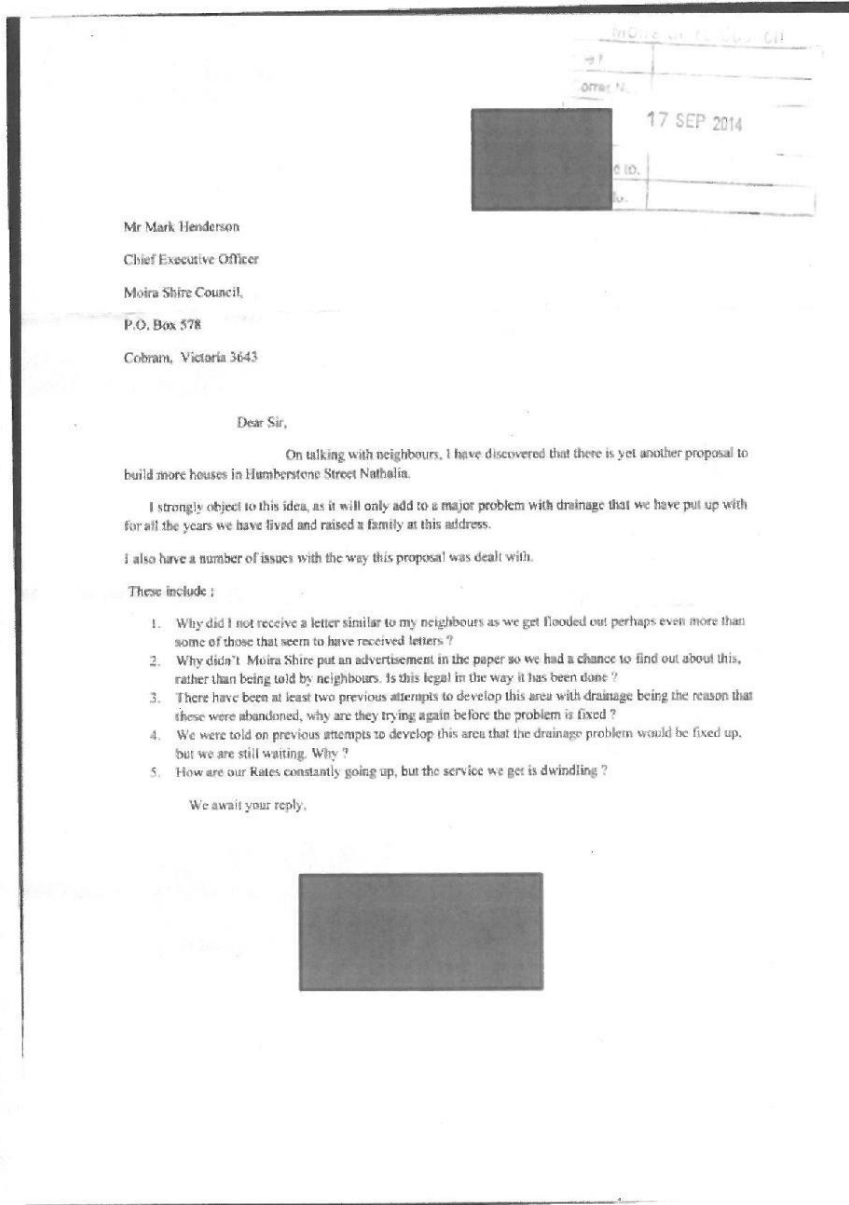
Yours Sincerely
[REDACTED]

FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections



FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

Moirā Shire Council	
File #	
Comms No.	
	P 2014
Copies to:	
12/9/2014	

Mr Mark Henderson,
Chief Executive Officer, Moira Shire Council.

Dear Sir,


I am writing to formally lodge an objection to any further development occurring in Humberstone Street Nathalia until such time as the constant flooding of both Hawker St and Pearce St is addressed.

Although I do not normally experience water in my yard or under my house, I am aware that many residents at the South end of Hawker St and the Western end of Pearce St. Do so on a regular basis.

I do have trouble negotiating this area to get to and from my residence as soon as even a small amount of rain falls, with water completely covering the roadway and running into adjoining residences. I try and avoid this area if at all possible because the water can get very deep on the roadway.

I would like to see further development happening in Nathalia, but not to the detriment of my neighbours, many of whom are elderly and have had to put up with this problem for years.

I will thankfully withdraw my objection if I can be assured that something will be done about this long standing problem.




Yours in Anticipation,


FILE NO: 52014592
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**52014592 - ELEVEN (11) LOT SUBDIVISION - HUMBERSTONE STREET,
NATHALIA (cont'd)**

ATTACHMENT No [1] - Objections

	
15-9-14	
Moira Shire Council 44 Station Street Cobram Vic 3644	
Dear Sir / Madam,	
<p>We have an objection to the planning permit for an eleven lot subdivision of Humberstone Street Nathalia on the basis that the current drainage of Hawker street and the west end of Pearce street is insufficient eg. At present when there is 10 mls of rain the street floods making a very dangerous traffic hazard. At times after a considerable rain event the water over the road can reach a depth of 30cm. It is impossible to walk down the street. It also floods private property including our back yard.</p>	
<p>We object to any drainage from this development going down Pearce Street. Any extra drainage would flood the road and private property further. We wish to now take the opportunity to inform councillors of this drainage problem and traffic hazard and look forward to it being resolved</p>	
<p>If the drainage issues are addressed we would encourage the Humberstone street development.</p>	
Yours faithfully	

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON

RECOMMENDATION

That Council

Approve the Development Plan for McCluskey Road, Cobram (version 9), subject to changes to the Stormwater and Drainage Management Plans that reflect the modified version 9 and addressing the drainage flow from the subject land, to the satisfaction of the Responsible Authority.

1. Executive Summary

A development plan has been prepared for a low density residential development on land having an area of 19.92ha.

The Development Plan (version 5) was publicly advertised and no objections were received. The Development Plan was also referred to external referral authorities and an objection was received from the Goulburn Broken Catchment Management Authority.

Version 8 of the Development Plan was modified following consultation with the referral authorities and subsequently reducing the development area due to flooding concerns. Furthermore to ensure that land will be connected to a reticulated sewerage system, the individual lot sizes have also been reduced. A further Plan (version 9) has been submitted slightly modifying lot configuration of proposed Lots 20, 27 and 28.

The latest version of the Development Plan (version 9) consists of 36 lots having areas of between 2074m² and 4572m² with access to McCluskey Road. Provision of Public Open Space together with a lot for the existing dwelling on the land and a balance lot that could be developed in the future when Cobram East Levee Mitigation Works are completed.

The Development Plan accords with the Schedule to the Development Plan Overlay and it is recommended to be approved.

2. Background and Options

The subject land was rezoned from Farming to Low Density Residential as part of Planning Scheme Amendment C41 was approved by the Minister on 4 June 2009 and implementing the Cobram Strategy Plan.

As part of the Amendment C41 a Development Plan Overlay was imposed over the land. The core requirements of the Development Plan included a number of reports and a plan showing the outline or design of the development. The required details of the Development Plan are outlined below.

The originally submitted outline plan (version 3) showed 41 lots having a minimum area of 4000m², a public open space reserve, two drainage reserves and a road network having connection with McCluskey Road in two locations.

Further information was sought in relation to an environmental assessment of the land, an archaeological survey and assessment and a stormwater management plan.

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON (cont'd)

Such information was subsequently submitted together with the re-submission of other information to support the layout plan (version 5).

Following the public exhibition of the Development Plan (version 5), comments were received from relevant referral authorities that resulted in changes to the plan by removing an area subject to flooding and reducing the size of the lots as a result of connecting to the reticulated sewerage system.

The modified Development Plan (version 8) shows 36 lots having areas of between 2074m² and 4483m² plus a balance lot for future development and another lot containing an existing dwelling on a 1.15ha lot.

A further modified Development Plan (version 9) reconfiguring proposed Lots 20, 27 and 28 has been submitted. This modification is not considered to alter the overall concept and maintains the same number of lots having areas of between 2067m² and 4572m².

The options available to Council with respect to this proposed Development Plan are:

- 1) Approve the Development Plan
- 2) Refuse the Development Plan
- 3) Defer consideration

4) Subject land and Locality

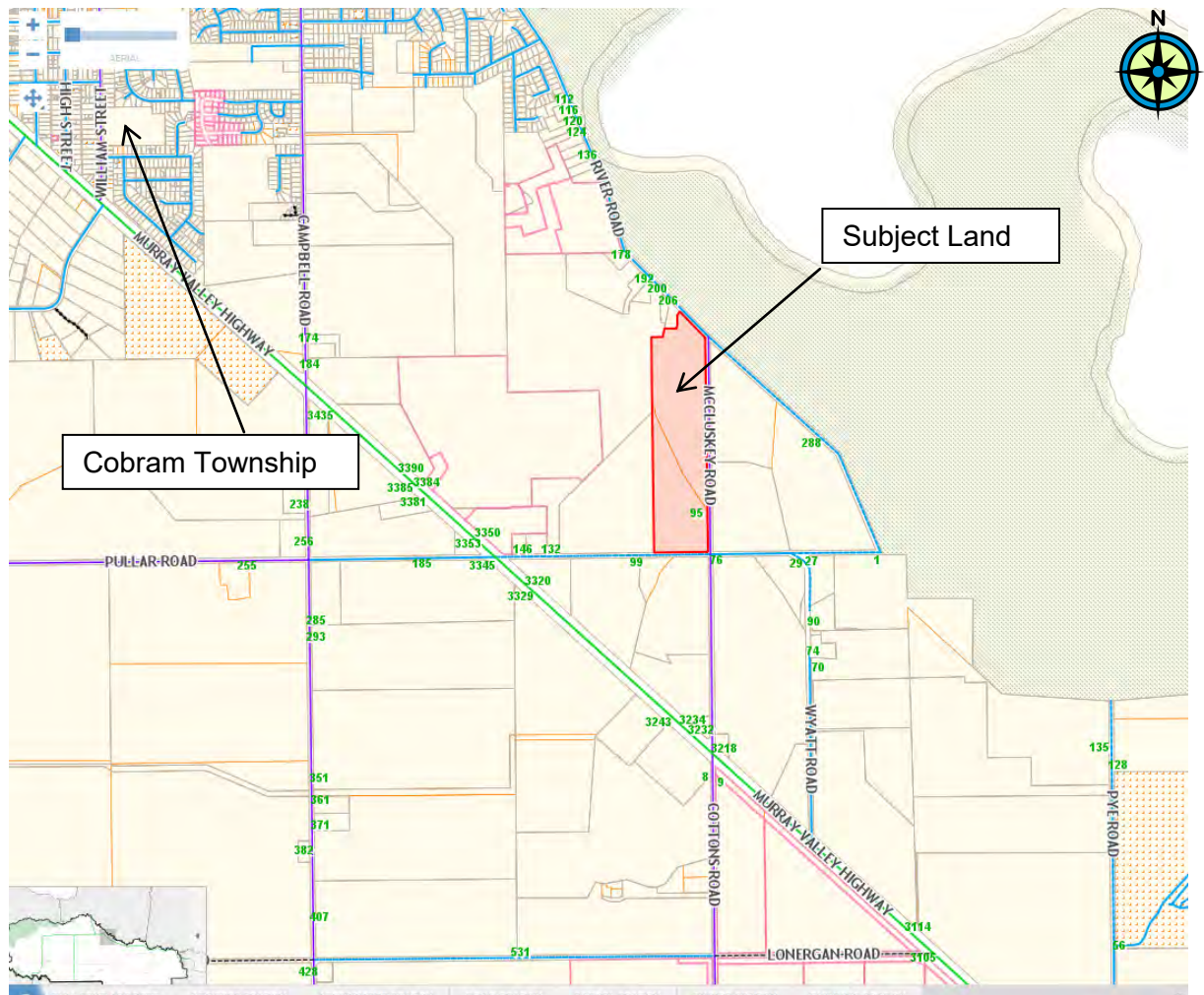
The subject land is located on the west side of McCluskey Road between River Road and Pullar Road, Cobram. It has a land area of 19.92 ha and zoned Low Density Residential under the Moira Planning Scheme. The land is also affected by the Development Plan Overlay and the Land Subject to Inundation Overlay.

The land contains a single dwelling and shedding and was formerly used for horticulture. The fruit trees have since been removed. The land is undulating on the northern part rising some 4 metres, while the southern part is flat and subject to inundation.

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)



3. Planning Scheme Provisions

The purpose of the Development Plan Overlay is:

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

Schedule 9 to the Overlay specifically outlines what is required to be contained in Development Plan, namely:

- An environmental assessment
- An archaeological survey and heritage assessment
- A Stormwater Management Plan
- A Drainage Management Plan

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)**

- A Preliminary Soil Assessment
- A Traffic Management and Impact Mitigation Plan

The actual Development Plan is required to show the following

- *The proposed development of each part of the land.*
- *The relationship of the land to the adjoining land.*
- *The urban density layout of the subdivision and development of the land including roads, lot boundaries, dwelling envelopes and areas of public open space superimposed with the interim layout for development at low density residential rates.*
 - *Provision of public open space that:*
 - *Has an area no less than 5% of the land to be used for residential, industrial or commercial purposes.*
 - *Provides appropriate interfaces between residential areas and surrounding areas.*
 - *Provides for connectivity both internally and externally.*
 - *Incorporates low-lying areas.*
 - *Recognises important landscape views and vistas.*
 - *Is landscaped and planted out with lawn areas, native grass areas and trees and shrubs of local provenance.*
 - *Ensures that where land adjoins the Murray Valley Highway and where no service or access road exists immediately adjoining the Highway road reserve, it is provided with a landscape buffer treatment a minimum of 10 metres wide.*
 - *Provision is made for the watering of existing and proposed vegetation.*
 - *Is based on a landscape design prepared by a suitably qualified person.*
 - *Areas for any recreational uses including sporting facilities, walking and cycling tracks and internal water features.*
 - *The provision of safe and efficient vehicle and pedestrian access to and from the land.*
 - *Provision for public transport throughout the neighbourhood with appropriately located and designed bus stops.*
 - *How the proposed development addresses any flood or inundation impacts on the land.*
 - *Underground infrastructure provision including sewerage, water, drainage, telecommunications and other utility services.*
 - *The location and connectivity of constructed footpaths along proposed streets.*
 - *The proposed street tree and planting regime with preference given to vegetation of local provenance.*

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON (cont'd)

- *An assessment of required social services and community infrastructure and the means by which the services and infrastructure are to be provided including, but not limited to, the type of community, commercial and recreational facility, locations, timings and means of delivery.*
- *An environmental assessment of the flora, fauna and habitat significance of the land which includes recommended actions for management, revegetation and restoration of conservation and vegetation protection areas and the links between such areas.*
- *Retention and integration of individual and stands of mature trees, particularly indigenous trees. An arboriculture survey of all existing trees on the land and their condition, health and integrity including appropriate measures for the long term preservation of the tree(s) having regard to their proposed open space or development context.*
- *A “Net Gain” assessment of any native vegetation to be removed having regard to Victoria’s Native Vegetation Management – A Framework For Action including the location of any off-sets.*
- *The use of water sensitive urban design providing for the protection of natural systems, integration of stormwater treatment into the landscape, protection of water quality and reduction of run-off and peak flows.*
- *The location of any detention tanks, drainage retardation basins or other utility infrastructure required to service the neighbourhood.*
- *Opportunities for a diverse range of allotment densities and dwelling types. A statement of housing outcomes, population and lot yield targets must be submitted.*
- *An environmental assessment identifying any environmental hazards or contamination on the land and proposed treatments, if any; or a qualified statement indicating the absence of such hazards or contamination.*
- *Where land abuts a road in a road zone, new street access to the road is to be minimised and/or managed in line with the requirements of VicRoads.*

Any Development Plan that is prepared and approved must include:

- *Processes for making changes to the development plan, including a public consultation period and a requirement that the responsible authority approve any changes to the development plan.*

The proposed Development Plan includes relevant reports and additional information addressing the items listed of the above. As a result of consultation, the Traffic Management and Impact Mitigation Plan and the overall layout plan have been amended to show the development in 2 distinct phases, one for subdivision in 4 stages (Area A) and the other for future subdivision once the Cobram East Levee Mitigation Works are completed (Area B).

4. Financial Implications

The approval of the Development Plan will allow the proponent to lodge planning permit applications for the subdivision of land. Statutory fees will apply to any planning permit application and the certification of plans of subdivision.

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)**

Any development costs associated with the subdivision of land ie construction of roads, drainage, provision of services (electricity, water, sewerage, telecommunications, gas) are borne by the developer.

Once the roads, drainage system and public open space reserves are constructed and installed following a maintenance and defect liability period, these assets and infrastructure will become Council's responsibility to maintain. Operational budgets will be adjusted accordingly.

Naturally, Council rates will apply to the creation of any new lots and improvement to these lots (ie construction of dwellings).

5. Risk Management

The Development Plan provides the opportunity for future development that must produce assessments or reports on various aspects mentioned elsewhere in this report. Any problem with development in this area would be identified and therefore could be addressed through the planning permit process.

6. Internal and External Consultation

The original Development Plan was advertised to adjoining and nearby landowners and placing a notice in the local newspaper. No objections or comments were received.

External

The original Development Plan (version 5) was referred to the following authorities and the following comments were received:

Goulburn Valley Water	No response received.
Department of Environment and Primary Industries (DEPI)	Clarification of the extent of native vegetation on the site but can be provided at the permit stage. Consideration should be given to increasing pedestrian, bicycle and vehicle safety along River Road between the subject land and Mookarii Street.
Vic Roads	Does not concur with the findings of the Traffic Impact Assessment Report (TIAR). An amended TIAR is required. Attention is drawn to a broader issue with respect to future long term development in this area and the need to identify mitigating works to the existing road network which may require a Development Contributions Plan.
Powercor	No response received.
Goulburn Broken Catchment Management Authority (GBCMA)	Objects to the Development Plan as some 20 proposed lots would be liable to flood depths in excess of 0.5 metres in a 1 in 100 year flood event. Recommends preparation of a revised plan to meet the criteria whereby both the

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)

	<p>building envelope and lot access is not flooded by more than 0.5 metres in the 100 year ARI flood.</p> <p>Further correspondence from GBCMA indicating that following discussions with the applicant, the authority would raise no objection provided that stages 4, 5, & 6 were removed from the plan until the levee at Cobram East has been completed.</p>
Goulburn Murray Water (GMW)	<p>Advised that existing GMW infrastructure and easements are located on the land and that these need addressing.</p> <p>No objection to the plan provided that each lot is connected to the reticulated sewerage system and that subsequent development be setback appropriately from GMW assets.</p>
APA	No objection to the plan

A modified Development Plan (version 8) and was referred to all of the above authorities together with an amended TIAR referred to Vic Roads with only the following authorities responding:

Vic Roads	<p>VicRoads agrees with the findings of the Traffic Impact Assessment report and does not object to the approval of the Development Plan. VicRoads intends to condition the requirement for upgrades at the intersection of McCluskey Road and Murray Valley Highway to include a Basic Right Turn treatment (BAR) and Basic Left Turn treatment (BAL) on any future Planning Permit for the subdivision.</p> <p>VicRoads recommends that Council engage a Traffic Consultant for preparation of a Traffic Impact Assessment Report for the entire growth area. The report would then indicate the mitigation treatments to relevant arterial and local roads and assist Council in the preparation of a Development Contribution Plan.</p>
Goulburn Valley Water	No objection to the development connecting to the sewerage system however, further investigation is required to determine if it can be serviced via a gravity sewer system or pressure sewer.
APA	No objection

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)**

Internal

The original and modified Development Plan was referred to the above departments and following comments received:

Infrastructure	In principle no objections are raised. The development will need to comply with the Infrastructure Design Manual particularly with respect to road reserve widths, road design and intersectional treatment to accommodate turning movements. The stormwater and drainage management plans will need to be amended to reflect the modified Development Plan and address the natural drainage direction to the west toward the east of the Cobram township. A detailed drainage design will need to be submitted prior to any planning permit being issued.
Assets	The design should ensure a distinct road layout to provide for the appropriate naming and street numbering of lots.

7. Regional Context

There is no regional context associated with this proposal, given its scale and location.

8. Council Plan Strategy

It is considered that the subject development is consistent with the following strategies set out in the Council Plan:

Community - Moira will be a Shire where all its people and communities are happy, healthy and safe with the ability and the opportunity to integrate, participate, connect and contribute to their communities.

Development - Moira will responsibly manage its environment and the communities affected by and living in that environment through innovation, leadership, quality services, partnerships and program delivery and accountability.

It is considered that the proposed Development Plan is consistent with the community or development goal.

9. Legislative / Policy Implications

The Moira Planning Scheme requires that prior to any approval of a planning permit, a Development Plan be approved under Clause 43.04 of the Scheme.

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON (cont'd)

Once a Development Plan is approved a planning permit application is able to be lodged for consideration. Such application must generally accord with the approved Development Plan.

10. Environmental Impact

As previously stated a number of reports had to be prepared as part of the Development Plan. Many of these reports have an environmental aspect.

A Cultural Heritage Management Plan (CHMP) was prepared fulfilling the archaeological survey and heritage assessment. The CHMP was prepared under the Aboriginal Heritage Act 2006 and has been approved by the Yorta Yorta Nation Aboriginal Corporation.

A general and complex archaeological assessment of site was undertaken resulting in 8 stone artefacts being found. Management recommendations of the artefacts have been made and must be complied with.

A Land Capability Assessment was undertaken as part of the original proposal that included 4000m² lots without a reticulated sewerage system. The results included an overall fair to good land capability rating. Tests were also performed for soil contamination and its findings were that there was no significant level of contamination, no apparent odours and no groundwater detected nor is it expected within 5 metres of the surface. The land is considered suitable for residential use.

11. Conflict of Interest Considerations

No officer conflict of interest applies to the matters in this report

12. Conclusion

The Development Plan for this site in McCluskey Road Cobram has addressed the requirements of Schedule 9 to the Development Plan Overlay. The plan has been modified as a result of the consultation with authorities and it is considered that such plan (Version 9) is able to be approved. However, this approval is subject to changes to the Stormwater and Drainage Management Plans that reflect the modified version and address the drainage flow to the west and needs to be to the satisfaction of the Responsible Authority.

Attachments

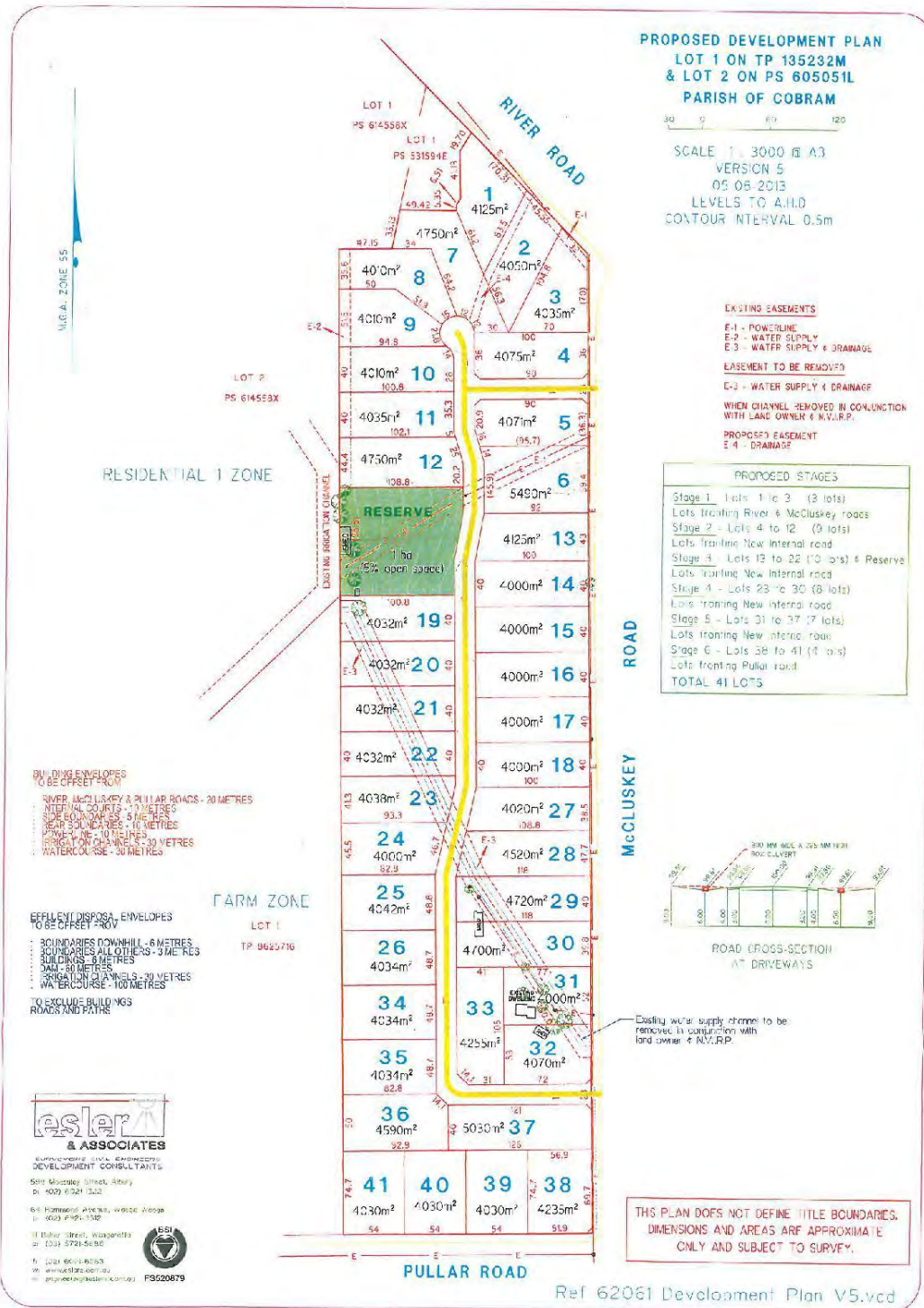
- 1 McCluskey Road Development Plan - Version 5
- 2 McCluskey Road Development Plan Version 8
- 3 McCluskey Road Development Plan Version 9

FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)

ATTACHMENT No [1] - McCluskey Road Development Plan - Version 5

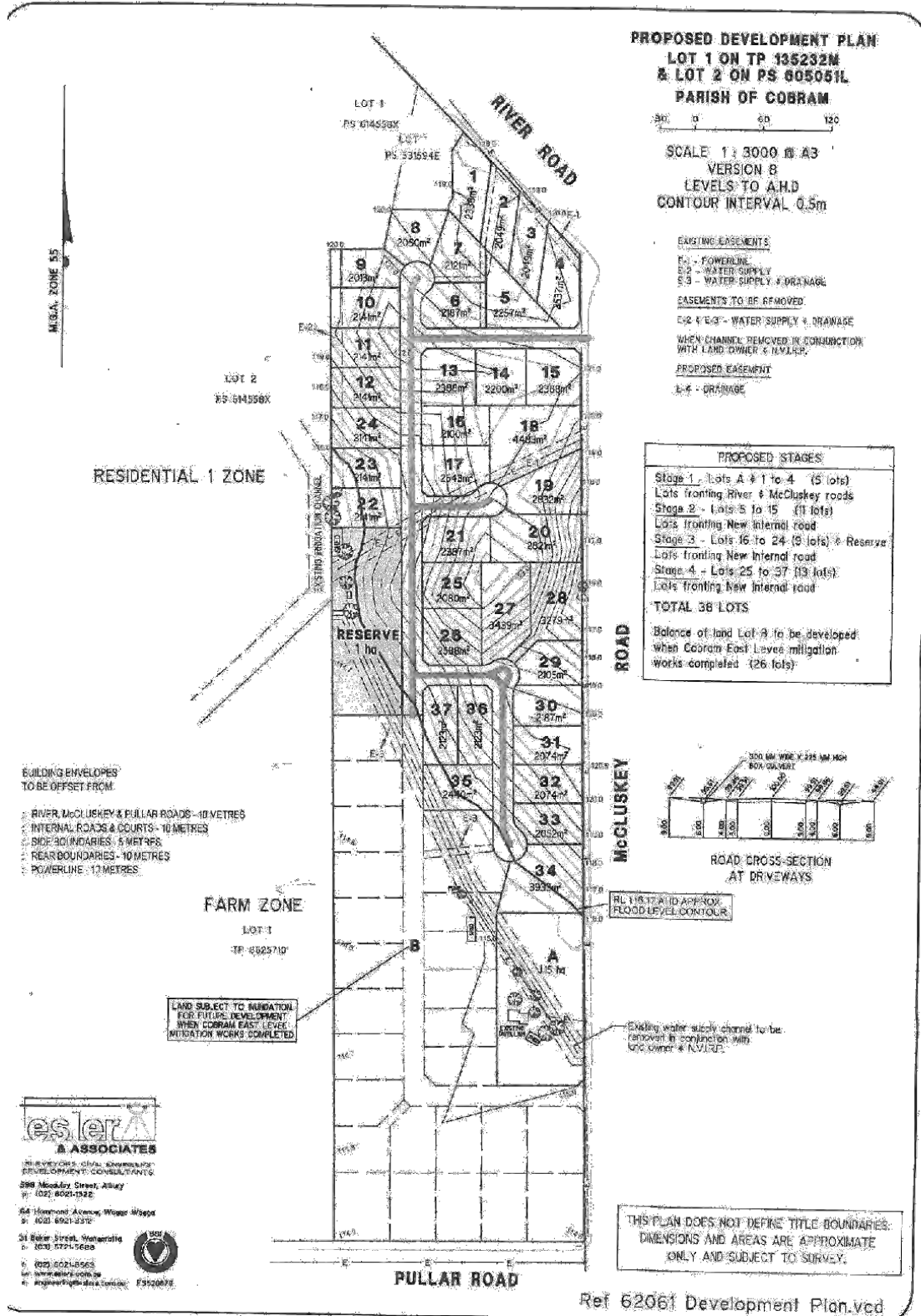


FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)

ATTACHMENT No [2] - McCluskey Road Development Plan Version 8

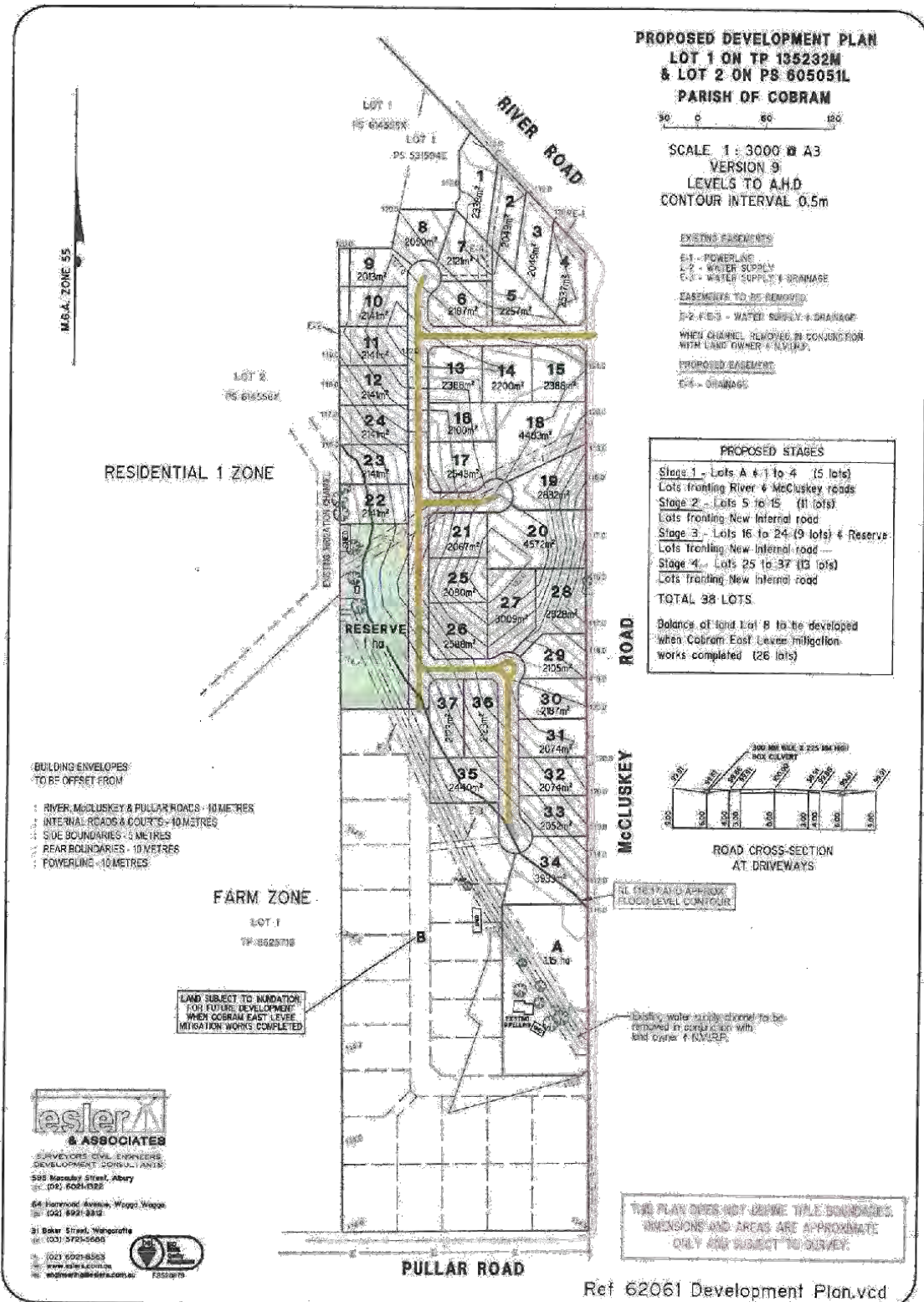


FILE NO: 250.09.0024
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.4
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

DEVELOPMENT PLAN - MCCLUSKEY ROAD, COBRAM FOR JAMIESON
(cont'd)

ATTACHMENT No [3] - McCluskey Road Development Plan Version 9



FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN

RECOMMENDATION

That Council approve Application No. 52014857 and issue a Notice of Decision to Grant a Permit for building and works on land at 71 Savage Street, Lake Rowan also known as Lot 1 on TP085120 for a storage container, subject to the following conditions:

1. Within three months of the issuing of this permit, a revised site plan, dimensioned and to scale, showing the final location of the storage container which must not be visible from the adjoining property to the north, must be submitted to and approved by the Responsible Authority.
2. The development as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
3. Any advertising or marking others than the ISO/BIC Classification Code must be removed from the external wall of the shipping containers. The building must be maintained in good order and its appearance or state must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality.
4. Within 30 days of the issue of the permit, a schedule of external finishes in muted tones and colours to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the schedule will be endorsed and will then form part of the permit. The shipping container must be painted in accordance with the approved schedule.
5. Within 30 days of the issue of the permit all stormwater and surface water discharging from the site, buildings and works must be retained on site or conveyed to the legal point of discharge to the satisfaction of the Responsible Authority / Goulburn Murray Water. No effluent or polluted water of any type will be allowed to enter the stormwater drainage system.
6. This permit will expire if one of the following circumstances applies:
 - The development is not started within two years of the date of this permit.
 - The development is not completed within two years of the date of commencement.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within 6 months after the permit expiry date, where the use or development allowed by the permit 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.

1. Executive Summary

Planning Permit Application 5/2014/857 is for Buildings and Works (Storage Container) on land located 71 Savage Street, Lake Rowan, being the location of the Lake Rowan Hall.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**

The key issues relate to the heritage value of the Hall and an objection received on the grounds of visual impact of the shipping container on the adjoining property. Mediation has resulted in a verbal agreement between the Hall Committee and the objector, but at the time of writing this report no withdrawal has been received in writing.

This application has been advertised and referred, internally including to the Moira Shire Heritage Advisor. A number of conditions to control the proposed development have been recommended.

It is considered that the application satisfies the policies of the Moira Planning Scheme and it is recommended that Council resolve to issue a Planning Permit, subject to conditions.

2. Background and Options

Application Details

Applicant: Moira Shire Council on behalf of the Lake Rowan Hall Section 86
Committee
Owner: Moira Shire Council
Land Address: 71 Savage Street, Lake Rowan
Title Details: Lot 1, TP085120
Site Area: 4856m²
File No: 52014857
Zone: Farming Zone (FZ)
Overlays: None

Key Issues

- Objection from Neighbour

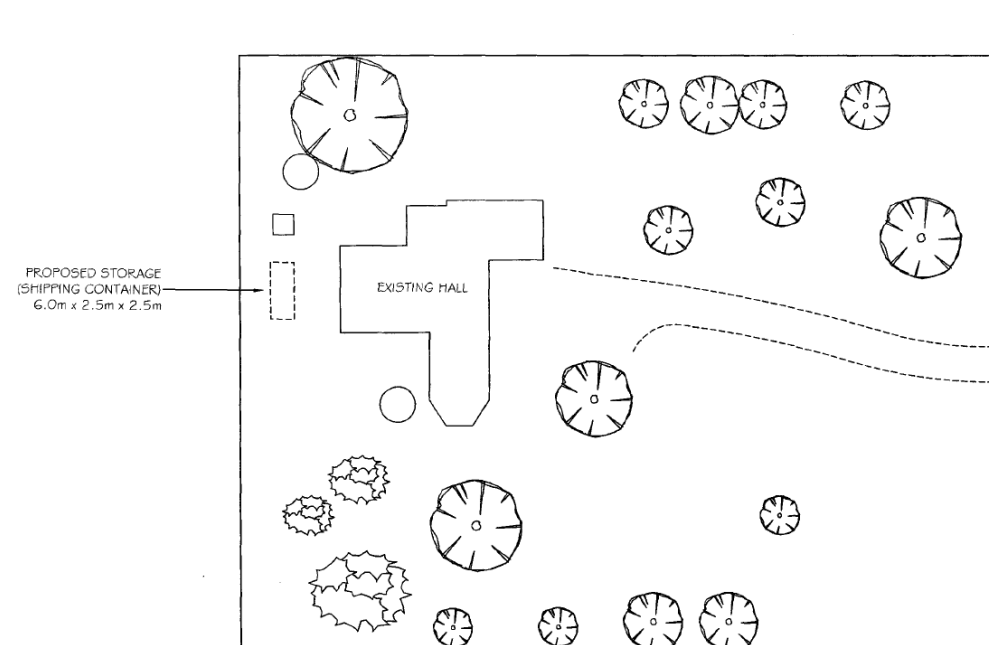
Proposal

The proposed development is for the placement of a storage container to the rear of Lake Rowan Hall. The application was lodged on 10 November 2014.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**



Subject site & locality

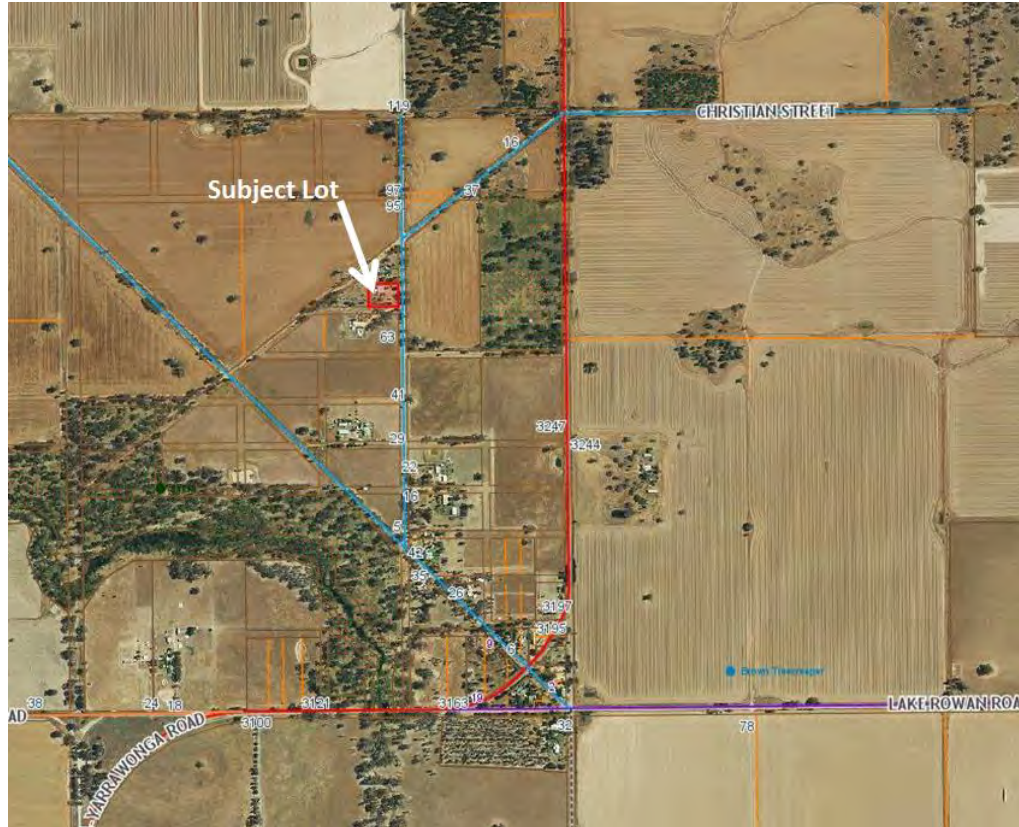
The main site/locality characteristics are:

- Lake Rowan Hall is a heritage structure and the Moira Shire Heritage Study has recommended that it be included in the Heritage Overlay of the Moira Planning Scheme for protection.
- The lot is located on the northern edge of the Lake Rowan Settlement.
- There are dwellings to the north and south of the lot.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
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**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**



FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN (cont'd)



Permit/Site History

The subject land holding has previously been subject to a planning permit application.

5/2007/316 Extension to a Place of Worship and hall

The Permit issued in 2007 for an extension to the Hall included a kitchen and toilet. The then Heritage Advisor recommended modifications to the final design of the extensions.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it will become a compliance issue.

5. Internal and External Consultation

Internal Consultation

The application was referred to the Assets and Infrastructure Planning Departments. Permit conditions are recommended to regulate the development.

The application was also referred to the Council's Heritage Advisor who visited the site on 19 November 2014. It should be noted the shipping container was already in place, aiding in the assessment of its impact. The heritage report states that there are no heritage grounds for objection to the proposal.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**



External Consultation

The application was not required to be referred externally.

Community Consultation

The application was advertised with letters sent to adjoining landowners. At the time of writing this report one objection has been received. A neighbouring land owner objected to the proposal due to the visual impact of its location. A copy of the objection is attached hereto.

Mediation was undertaken and an agreement was reached between the objector and the Section 86 committee. It is understood that when the harvest is complete a local farmer will utilise his machinery to relocate the container. The objector has verbally stated that they will not withdraw their objection until such time as they are sure that the container will no longer be visible from their property. This statement was made following a discussion about the potential to give assurance through conditions on any permit issued and that in the absence of a withdrawal in writing a Council Report would be prepared.

As the objection remains on the file this is the only reason for this report to Council. It is considered that conditions should be placed on the permit to ensure that the visual impact of the container is minimised however, given statutory time frames, it is not possible to wait until such time as the objector chooses to withdraw.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**

6. Regional Context

There is no regional context associated with this proposal, given its small scale and location.

7. Council Plan Strategy

It is considered that the subject development is consistent with the following strategies set out in the Council Plan:

- Environment – that Moira will responsibly manage its environment,
- Community – that Moira will be a Shire where all its people and communities are happy.

8. Legislative / Policy Implications

Zoning

The subject land is located in the FZ. The purpose of the FZ, amongst others, is:

“To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.”

Place of Assembly is a Section 2 use in the FZ. Clause 35.07-4 states that a permit is required to carry out works associated with a Section 2 use. This is the trigger for a permit.

Clause 35.07-6 sets out decision guidelines for development in the FZ. The following issues, among others, must be considered:

The impact of the siting, design, height, bulk, colours and materials to be used, on the natural environment, major roads, vistas and water features and the measures to be undertaken to minimise any adverse impacts.

The impact on the character and appearance of the area or features of architectural historic or scientific significance or of natural scenic beauty or importance.

It is considered that the proposal accords generally with the decision guidelines.

State Planning Policy Framework (SPPF)

It is an objective of the SPPF

To provide fairer distribution of and access to social and cultural infrastructure.

The storage container frees up storage space within the hall that will allow increased accessibility and to what is social infrastructure. The proposed development therefore accords with this objective.

The Local Planning Policy Framework and Municipal Strategic Statement (LPPF & MSS)

The Vision for Moira states that Council's community plan is underpinned by:

“a desire for the local community to protect and enhance elements of historic, cultural and natural significance for the intrinsic value and continuity between our past and future generations;

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**

Effective provision of all social, economic and community services and functions to the community which will require planned integration and to maximise effective use of new and existing social and physical infrastructure.”

It is considered that addition of storage space for the use of Lake Rowan Hall accords with the Vision for Moira.

The decision guidelines of Clause 65

Before deciding on an application or approval of a plan, the responsible authority must consider, as appropriate:

- *The matters set out in Section 60 of the Act.*
- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *The purpose of the zone, overlay or other provision.*
- *Any matter required to be considered in the zone, overlay or other provision.*
- *The orderly planning of the area.*
- *The effect on the amenity of the area.*
- *The proximity of the land to any public land.*
- *Factors likely to cause or contribute to land degradation, salinity or reduce water quality.*
- *Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.*
- *The extent and character of native vegetation and the likelihood of its destruction.*
- *Whether native vegetation is to be or can be protected, planted or allowed to regenerate.*
- *The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.*

All the matters set out in Clause 65 have been considered. Those matters above that most closely relate to the proposed development, namely the purpose of the zone, overlay or other provisions, together with the orderly planning of the area and the effect on the amenity of the area have been addressed elsewhere in this report.

9. Environmental Impact

It is considered that subject to compliance with the conditions, this proposal will have no material negative on the environment.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

It is considered that the placement of a shipping container at 71 Savage Street is not likely to have any negative impact and the application should be approved, subject to conditions which includes the relocation of the container to satisfy the adjoining land owner's concerns.

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**

Attachments

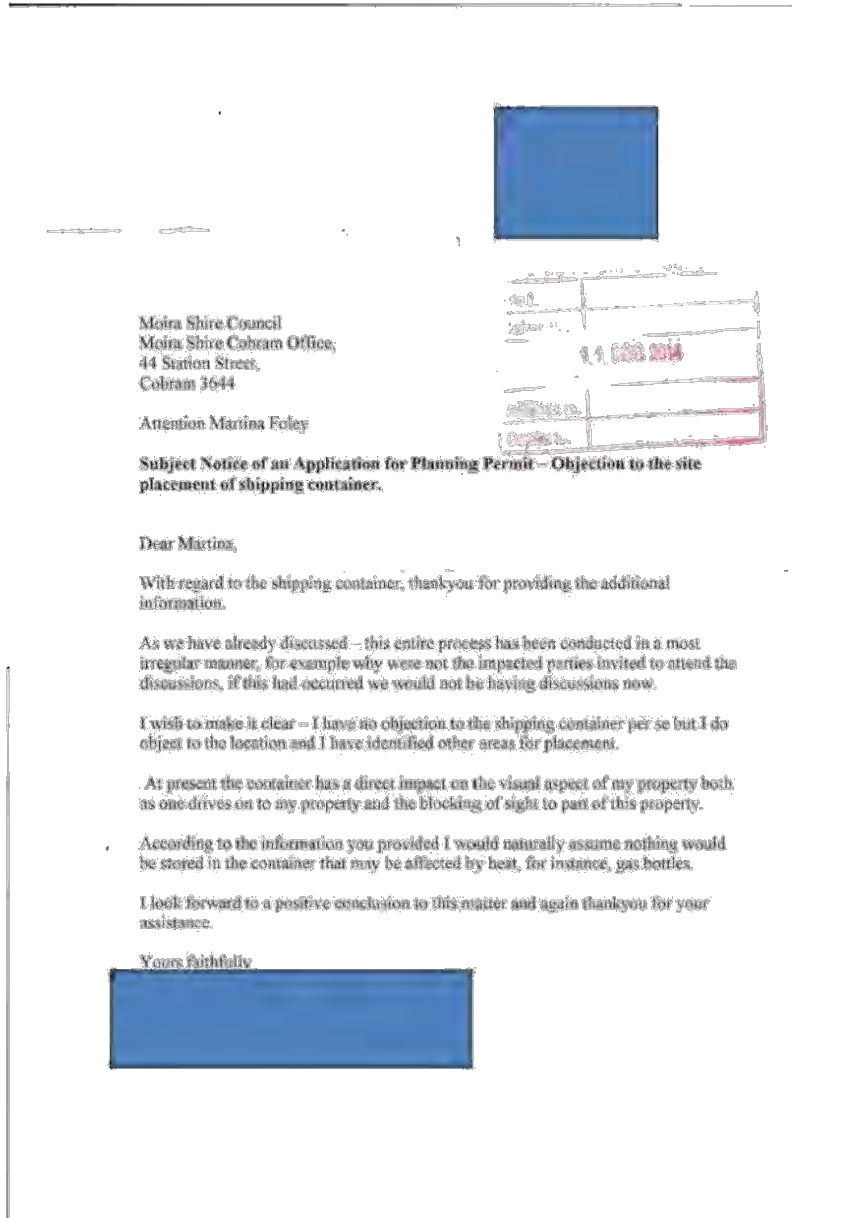
- 1 Objection

FILE NO: 52014857
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.5
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PLANNING PERMIT APPLICATION NUMBER 52014857 - BUILDINGS AND
WORKS: STORAGE CONTAINER AT 71 SAVAGE STREET, LAKE ROWAN
(cont'd)**

ATTACHMENT No [1] - Objection



FILE NO: F13/858
5. INFRASTRUCTURE

ITEM NO: 9.2.6
(ASSETS TECHNICAL OFFICER, TRICIA
SIMPSON)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

ROAD CLOSURE OF UNNAMED ROAD IN TUNGAMAH

RECOMMENDATION

That Council:

1. Declare the government road, west of Crown Allotment 1, Section 24, Parish of Tharanbegga, Township of Tungamah not required for public traffic and unused under Section 400 of the Land Act 1958; and
2. Authorise the CEO to sign and seal the attached Schedule 4, notifying the Department of Environment, Land, Water and Planning of Council's decision.

1. Executive Summary

Following a request from an adjoining land owner, the Department of Environment, Land, Water and Planning (DELWP, formerly the Department of Environment and Primary Industries or DEPI) has considered a request to allow a 99 year grazing licence on a section of road reserve in Tungamah.

The DELWP has determined that a grazing licence can be granted provided that Moira Shire Council provides consent to declare the road unused.

2. Background and Options

The section of road reserve in question, which appears to be an extension of May St Tungamah, was created by the original parish plan; hence the title of the land is held by the Crown (DELWP). Location of the road reserve is shown on the plan below.

FILE NO: F13/858
5. INFRASTRUCTURE

ITEM NO: 9.2.6
(ASSETS TECHNICAL OFFICER, TRICIA
SIMPSON)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

ROAD CLOSURE OF UNNAMED ROAD IN TUNGAMAH (cont'd)



Under section 130 of the Land Act 1958, DELWP can grant a grazing licence on a section of road reserve. Should Council determine that the road is not required for public traffic and hence is unused, DELWP will carry out all the administrative tasks to arrange the grazing licence.

Although this licence is for 99 years, DELWP can terminate the licence at any time should the road become required for public traffic in the future.

This section of road reserve is unmade and has been fenced and used by the adjoining land owner as part of their garden for at least 10 years.

The recommendation to declare the road reserve unused is made following an assessment of the request against the criteria provided in Council Road Closures Policy. The road is minor in nature and does not currently service traffic. There is alternative access and no land locked allotments will be created.

There is no significant native vegetation on the land and there were no objections received from the public advertising conducted by the applicant.

3. Financial Implications

Council will not incur any costs nor receive any income from the grazing licence.

FILE NO: F13/858
5. INFRASTRUCTURE

ITEM NO: 9.2.6
(ASSETS TECHNICAL OFFICER, TRICIA
SIMPSON)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

ROAD CLOSURE OF UNNAMED ROAD IN TUNGAMAH (cont'd)

4. Risk Management

As the land has not been developed as a road, Council has had no involvement in the land in recent times. The action to close the road does not present any change to Council's current risk profile since all administration will rest with DELWP.

5. Internal and External Consultation

Council's Operations, Planning and Environment departments were consulted regarding this proposal and they concluded that there is no current need, nor any future need for this section of road reserve.

A notice was placed in the Yarrowonga Chronicle advertising the licence proposal by the applicant as requested by DELWP. No objections were received.

6. Regional Context

This matter has no significant regional influence.

7. Council Plan Strategy

This matter is a function performed by the Assets Department in support of the Council Plan Strategy to upkeep Council assets.

8. Legislative / Policy Implications

Under Section 400 of the Land Act 1958, Council may declare a road to be unused and give Notice to the Secretary that a road is not required for public traffic.

The recommendation to declare the road unused is made in accordance with the assessment criteria of the Moira Shire Council's Road Closures Policy.

9. Environmental Impact

There are no environmental implications associated with declaring this section of road reserve as unused and hence closing this section of road reserve.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

This road reserve is currently not maintained by Council or DELWP. Declaring this road as not required for public traffic and hence an unused road reserve, will allow the piece of land to be used and maintained by the adjoining land owner.

Attachments

- 1 Schedule 4

FILE NO: F13/858
5. INFRASTRUCTURE

ITEM NO: 9.2.6
(ASSETS TECHNICAL OFFICER, TRICIA SIMPSON)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

ROAD CLOSURE OF UNNAMED ROAD IN TUNGAMAH (cont'd)

ATTACHMENT No [1] - Schedule 4

SCHEDULE 4

Regulation 9

**NOTICE OF A MUNICIPAL COUNCIL UNDER SECTION 400 OF THE LAND ACT 1985 THAT
A ROAD IS UNUSED**

To the Secretary

Under Section 400 of the Land Act 1958, the municipal council of the municipal district of

MOIRA

gives notice that the road described in the Table below is considered by Council to not be required for public traffic and is therefore an unused road.

TABLE

PARISH	DESCRIPTION OF LOCATION OF ROAD
THARANBEGGA	Government Road West of Crown Allotment 1, Section 24, Township of Tungamah.

As indicated by shading on the plan copy attached

The COMMON SEAL of the
MOIRA SHIRE COUNCIL
was affixed hereto by authority
of the Council on the

..... day of..... 20.....

in the presence of:

.....
Chief Executive Officer

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON

RECOMMENDATION

That a Notice of Refusal be issued for Amendment to Planning Permit Application No. 5201399 on the following grounds:

1. No Cultural Heritage Management Plan was supplied and issuing the permit without this information would put Council in breach of the *Aboriginal Heritage Act, 2006*.
2. The Applicant has not provided adequate detail to allow the proposal to be assessed.
3. The Applicant has not demonstrated that the proposal is consistent with State Planning Policy.
4. The Applicant has not demonstrated that the proposal is consistent with the Local Planning Policy, in particular the objectives of the *Agricultural Policy* set out in Clause 22.01.
5. The Applicant has not demonstrated that the proposal is consistent purpose or the decision guidelines of the Farming Zone. In particular the application has not complied with Clause 35.07-5 – Application requirements for dwellings.
6. The Applicant has not demonstrated that the proposal accords with the purpose or the decision guidelines of the Environmental Significance Overlay.
7. The Applicant has not demonstrated that the proposal accords with the purpose or the decision guidelines of the Rural Floodway Overlay.
8. The Applicant has not demonstrated that the proposal accords with the purpose or the decision guidelines of the Land Subject to Inundation Overlay.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

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1. Executive Summary

On 2 October 2013 a permit was issued for the subject lots for Group Accommodation and Boundary Realignment at Lot 1 TP116726 & CA43A, Section B, Parish of Strathmerton also known as Ulupna Bridge Road, Ulupna.

On 14 April 2014 an application to amend the permit was received. In summary the application proposed to amend the permitted use to Camping and Caravan Park, change the use of the permitted Caretakers Dwelling to a Dwelling, change the use of the proposed management block to incorporate accommodation for the caretaker, make various changes to the layout of the proposal and to amend 2 conditions set out on the original permit.

No Cultural Heritage Management Plan was submitted with the application despite requests made to the applicant. It is important to note that if Council proceeds to issue the permit in the absence of an approved Cultural Heritage Management Plan, Council would be in breach of the *Aboriginal Heritage Act*. Council's only options are to refuse to issue a permit or to defer the decision until a Cultural Management Plan is provided.

Further Information has been requested on three occasions. A site meeting has taken place. The Applicant and Proponent have also met with Planning Officers in the Cobram Office.

The responses to all requests for information were lacking in detail and did not adequately respond to the issues as raised. In addition to the outstanding Cultural Heritage Management Plan on the site, other issues relate to access, environmental protection, and emergency management.

2. Background and Options

Location

This application relates to lots on the southern bank of the River Murray in Ulupna. Access to the lot is from Ulupna Bridge Road via a relatively narrow track with is lined by native vegetation. The lot is located approximately 11km north of Strathmerton.

This is considered to be one of the most constrained sites in the Shire. It is affected by the Rural Floodway Overlay, the Land Subject to Inundation Overlay and the Environmental Significance Overlay. It should be noted that when the original application was lodged the lot was not affected by the Environmental Significance Overlay (ESO). The ESO was introduced via Planning Scheme Amendment C51 which came into operation on 19 September 2013 as part of the implementation of the Regional and Rural Land use Strategy. Environmental considerations therefore have a higher significance now.

The site borders state owned parks. It is also close to the Barmah National Park, which extends as far as the Ulupna Bridge Road and the Ulupna Island Flora and Fauna Reserve which is in the Heritage Overlay (HO32).

Further, the site is located next to the River Murray on a sand bank which has, according the Yorta Yorta's Cultural Heritage Co-ordinator, a very high likelihood of containing aboriginal archeology. It should be

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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clearly understood that because a Cultural Heritage Management Plan is required for the site Moira Shire Council cannot legally issue a permit until a plan is prepared and agreed with the Yorta Yorta Nation.

Original Permit

On 2 October 2013 a permit was issued for the subject lots for Group Accommodation and Boundary Realignment at Ulupna Bridge Road, Ulupna.

Currently, access is via a track maintained by Moira Shire Council but in the ownership of the Crown and controlled by Parks Victoria. It is not a road reserve but forms part of a forest and DEPI (now Department of the Environment, Land, Water and Planning -DELWP) have advised that it may take an act of state parliament to allow the Council to formally manage the track.

Hence currently there is no legal access to the small lot that will be created by the boundary realignment, which forms part of the original planning approval.

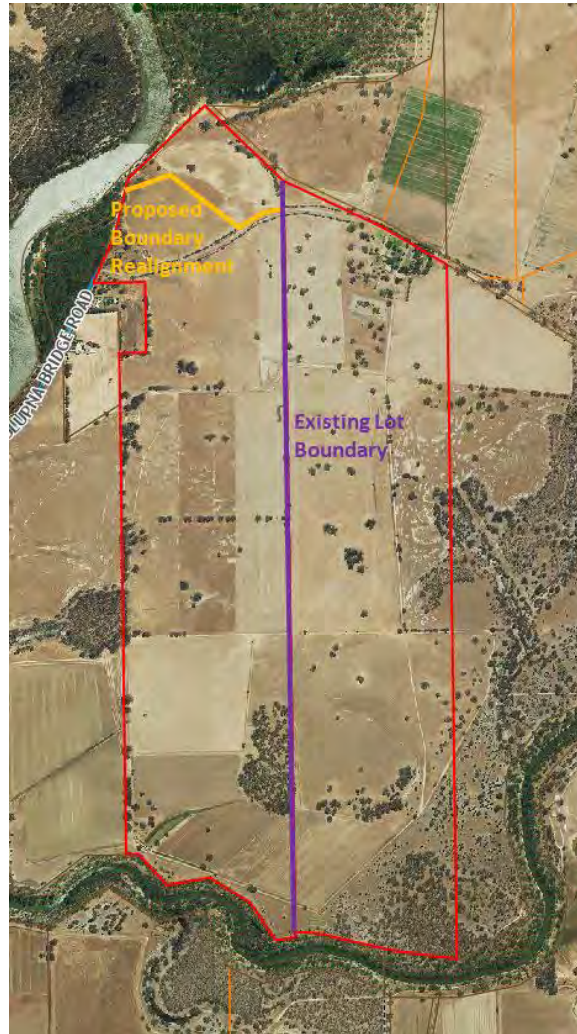
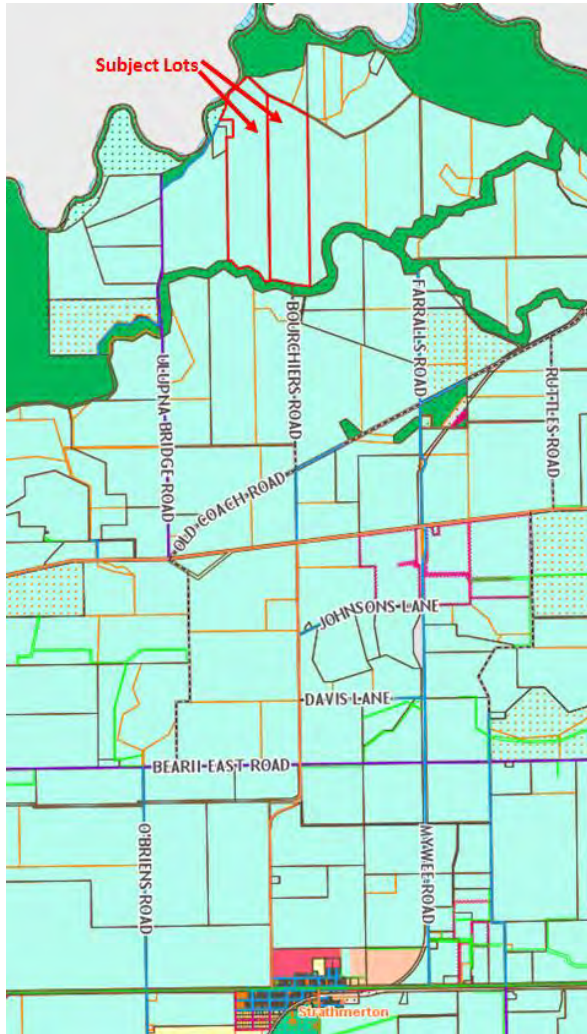
The following is the original concept site plan for the proposed Group Accommodation development. It should be noted that the level of detail included was not considered appropriate and Condition 1 required that more detailed plans be prepared.



FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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The proposal involved a re-subdivision (realignment) between two lots (Lot 1 on TP 116726S and CA43A) as follows:

	Proposed (ha)
Lot 1	9
Lot 2	247

The Group Accommodation element consisted of:

- 6 no. accommodation units and 1 no. dwelling consisting of:
 - 4 no. small accommodation units with 2 no. bedrooms, sleeping up to 6 no. people in each,
 - 2 no. larger accommodation units of approximately 10m x 20m (200 sq. m) sleeping up to 10 no. people in bunk style bedding, and
 - 1 no. caretakers dwelling, occupied all year round.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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- An amenities block that incorporates;
 - 4 no. toilets and showers,
 - a recreation area, and
 - fully equipped camp kitchen,
- Driveway,
- Carpark,
- Horse Yards,
- Putt putt area,
- Equipment shed,
 - Site office,
 - Service yard,
 - Generators,
 - Potable water storage tanks,
 - Bike track etc.

There were 39 conditions imposed on the permit and 8 planning notes. No plans were endorsed as part of the permit and in effect most of the detail of the proposal was to be resolved by condition. A copy of the permit is attached hereto as Attachment 1.

Subject Application – Application to Amend the Permit

On 14 April 2014 an application to amend the permit was received. This will be referred to as the “subject application”. It should be noted that prior to the lodgment of the subject application no attempts were made to comply with any of the conditions set out in the permit as issued on 2 October 2013.

Subject Application Details

Applicant: Spiire
Owner: John Hay
Proponent: Brett Childs
Land Address: Ulupna Bridge Road, Ulupna
Title Details: Lot 1 TP116726 & CA43A, Section B, Parish of Strathmerton
File No: 5201399
Zone: Farming Zone (FZ)
Overlays: Environmental Significance Overlay (ESO2)
Rural Floodway Overlay (RFO)
Land Subject to Inundation Overlay (LSIO)
Other: Cultural Heritage Sensitivity

Key Issues

- Lack of Information for Assessment
- Cultural Heritage
- Legal Access
- State & Local Planning Policy
- Zoning and Overlay Requirements
- VCAT Decisions

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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Proposal

The subject application proposes the following amendments to the original permit:

1. Change of use to allow the use and development of land as a Camping and Caravan Park.
2. Changes to the layout as a result of the proposed change in use, including:
 - Reconfiguring of the management facility to include the office and caretaker/managers facilities (including caretaker accommodation)
 - Change of use of Caretakers Dwelling to Dwelling (making it no longer ancillary to main or dominant use of the land)
 - Inclusion of camping areas
 - Identification of the division between the camp kitchen and amenities facilities within the one building
 - Inclusion of a second access from Ulupna Bridge Road
 - Changes to the emergency access routes, to include access to south and east.
3. Changes to Condition 18 - amendment to replace the five rows of vegetation for screening purposes with an unspecified width of landscaping or that screening be provided to the satisfaction of the Responsible Authority. Condition 18 states:
Prior to commencement of buildings and works a satisfactory landscaping plan for the subject land must be submitted and approved by the Responsible Authority. An endorsed copy of the plan must form part of this permit. The submitted plan must:
 - a) *show establishment of a permanent plantation of trees and shrubs with a minimum of five rows using a mixture of local trees and understorey species along the easterly boundary of the site in the vicinity of the proposed tree group shown on the submitted plans to form an effective screen between activities on the site and adjoining land*
 - b) *show landscaping of buildings and amenities areas*
 - c) *show the use of indigenous native plant species in all landscaping and a schedule of all proposed trees, shrubs and groundcover which will include the botanical names of such plants to the satisfaction of the Responsible Authority*
4. Changes to Condition 21 - amendment to the completion timelines to state four years from commencement rather than two years. It is proposed the development will be undertaken in stages. Condition 21 states:
This permit will expire if one of the following circumstances applies:
 - *The development and use is/are not started within two years of the date of this permit.*
 - *The development is not completed within two years of the date of commencement.*
 - *A plan of subdivision is not certified within two years of the date of this permit.**The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within 6 months after the permit expiry date, where the use or development allowed by the permit 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.*

A revised conceptual site plan was submitted it is attached to this report as Attachment 2.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

1st Request for Further Information

On 13 May 2014 a request for further information was issued requesting:

- *Indication of intended number and type of sites to be provided in the caravan park,*
- *Details of type of patrons likely to utilise the facility (i.e. will there be long term letting etc.),*
- *Evidence of understanding of legislative requirements of constructing a caravan park, and*
- *Revised concept plan to show that all the matters required by said legislation have been considered.*

Response

In a response submitted on the 9 July the Proponent provided a written response regarding the staging of the proposed caravan park, amongst other things. The proponents response is attached (refer to attachment 3). It is considered to be vague in nature and contains a lack of specific detail. It appears to be stating that until the amended permit is issued, the Proponent buys the lot and constructs and occupies the new house on the lot, it will not be possible to fully design the proposal. This was the response to the requested site plan:

As stated previously until we physically own the block of land, have built the residence and can walk the block we cannot accurately draw a site map.

2nd Request for Further Information

On 28 May 2014 the Department of the Environment and Primary Industries (DEPI) requested further information. This request was forwarded to the Applicant on 29 May 2014. DEPI requested:

- *The issue highlighted in DEPI correspondence sent to the Moira Shire on 19/08/2013, regarding the road reserve needs to be resolved. Parks Victoria managed land may be significantly impacted on by vehicles travelling outside the roads and reserves. As this road is on some part of the boundary, a survey and management plan needs to be established to manage traffic through this area.*
- *Parks Victoria would also like to have the cultural heritage approvals in place before making a decision on this application. This approval would be in the way of a Cultural Heritage Management Plan, Yorta Yorta approval and/or AAV approval. This area sits on large sand hills and falls within 200 meters of the cultural sensitivity zone (of the waterway) and therefore appropriate approvals must be sort.*
- *As this area sits on a large sand hill, Parks Victoria would like to see the plans for the effluent disposal area. Any seepage from the area would go straight into the adjacent river.*
- *Parks Victoria would also like to see the new landscape plans, which outlines additional landscaping along the boundary.*
- *DEPI recommends that an Environmental Management Plan (EMP) also be prepared for this proposal.*

In the same further information request, the Shire's Natural Resources Officer provided as following additional guidance: regarding what should form part of the Environmental Management Plan (EMP):

- *demonstration of capacity to maintain grey water and effluent on-site and to provide information relevant to an assessment of this capacity; such as soil conditions, topography, flooding, drainage lines, natural or constructed water features on and near site, the location and type of proposed holding and treatment facilities*
- *how the site and use will be landscaped and managed to protect the amenity of the area*
- *how 'road' access issues will be resolved*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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Office Meeting – 8 July 2014

On 8 July 2014 a meeting took place at the Cobram Administrative Centre attended by the applicant, proponent and Council's Manager Town Planning and Building and Town Planner to informally discuss a number of issues including access, cultural heritage and the response to further information.

Response to 2nd Request for Information

On 28 July 2014 the Applicant, responded to DEPI's request in a 3 page letter. The response is attached to this report (refer to attachment 4). It indicated that a plan for alternative access will be submitted. A revised plan of subdivision was submitted on 2 September 2014. The plan will be discussed separately below.

The response also briefly discusses the potential requirement for a Cultural Heritage Management Plan on the Property. This will be discussed in detail in Section 8 of this report.

Regarding the requirement for details regarding the effluent disposal area and the requested Environmental Management Plan nothing was submitted, instead the letter states:

All effluent generated from the development will be contained on site through the use of a Taylex ABS System. At this stage, the system will cater for 100 people, however it has ability for expansion should the need arise. The Proponent has made enquiries into the installation of this system and requested quotes for such, however is reluctant to undertake further work without the certainty of planning approval. It is respectfully requested that the details of the Environment Management Plan, including exact location of the Taylex ABS System, be required as condition of approval.

This is mirrored in the response regarding landscaping which states:

...it is requested the requirement for a landscape plan remain as a condition of permit. Without the certainty of the approval, the Proponent is unable to commit time and financial resources to the details of the landscape plan.

Access - Revised Plan of Subdivision

Following receipt of the response a site meeting was arranged. On 2 September 2014, the day before the meeting, the applicant submitted a revised plan of subdivision to show alternative access arrangements. It is attached here as Attachment 5.

On the same day, following discussion with the Council's Planning Coordinator the applicant was advised that Council would not support the creation of an easement over crown lands, which would also require consent from DEPI/DELWP, rather, the creation of a road reserve is preferred means of access.

This matter was not further discussed at our meeting on the following day.

Site Meeting – 3 September 2014

On 3 September 2014 a meeting took place on site. In attendance were the proponent, land owner, applicant, consulting land surveyor, DEPI/DELWP Senior Planner, Parks Victoria Licence Officer, Yorta Yorta Cultural Heritage Coordinator, Council's Town Planner, Planning Coordinator and Natural Resources Officer.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

A number of issues were discussed at this meeting including access, cultural heritage, landscaping and focusing throughout on the lack of detail provided by the Applicant. The agreed actions were that the Applicant would advance discussions with DEPI / DELWP, coordinate with the Cultural Heritage Co-ordinator for sign-off from the Yorta Yorta Nation, provide further information for review by the Natural Resources Officer.

3rd Request for Further Information

On 15 October, following a request from the Infrastructure Planning Department another request for information was issued. It requested the following:

- *Drainage – A contour plan of the ultimate development showing:
 - Design levels to AHD of all/any areas where park patrons are intending to camp
 - The means by which drainage will be achieved and direction of drainage from all camp sites
 - The 1% AEP level on the site*
- *Road access – A plan clearly showing the currently proposed access to the site.
 - The plan is to reference 1% AEP flood levels and address the means of access and egress during flood events
 - If the route proposed for access to the site is over land other than the subject land, confirmation of how security of access, (legal access) is to be obtained and confirmation that physical access coincident with legal access can be assured to a standard likely to be imposed by permit conditions.
 - If the access route proposed cannot be guaranteed through a 1% AEP event, what emergency access provisions are proposed.*

Response

The Applicant provided an email in response. It states:

In response to Council's most recent request for further information, on behalf of the Proponent we advise as follows:

- *A landscape concept plan is attached for your review.*
- *A wastewater management plan has been prepared by the proponent's plumber and is attached for your review.*
- *Spiire has tried via email and phone to contact Gaye Sutherland re: the CHMP requirements (via her contact details provided by YYNAC, Shepparton). We have been unable to speak to Gaye to confirm her verbal advice of having Aboriginal supervision of the works, in lieu of a CHMP.*
- *The proponent's surveyor (Tony O'Neill – Esler & Assoc) has engaged in discussions with DEPI re: creating a road status for Labett's Track. I understand the process has been determined and the surveyor will be commencing the necessary survey work early in the new year.*
- *As this survey is undertaken, the location of the access crossover into the site will be determined. The Proponent is happy to have on-site discussions with Council to determine the most appropriate location for this crossover.*
- *The CMA has provided advice in regard to access and egress during flood events, and their advice has been included as conditions on the permit.*
- *The planning permit contains a number of conditions relating to drainage. It is requested these remain and drainage design be undertaken once the certainty of the amended permit application is known.*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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The email included a revised concept plan setting out some detail. The plan however is not dimensioned, is not to scale and no contours have been shown. It is attached hereto as Attachment 6. The lack of detail to this request will be discussed further below.

Attachment 7 is the submitted "Proposed Landscaping Plan" has been reviewed by the Natural Resources Officer and will be discussed below.

Attachment 8 is the "Waste Water Management Plan". This plan which is not dimensioned or to scale is considered to be completely inadequate for a full assessment.

In summary the Applicant has again provided a low level of information in response to a detailed request. It is considered unlikely that any further request for information will have any different outcome.

Options

Section 52 of the *Aboriginal Heritage Act 2006* states that:

The decision maker must not grant a statutory authorisation for the activity unless a cultural heritage management plan is approved

In effect a permit cannot legally be issued for this proposal unless a Cultural Heritage Management Plan has been prepared and approved by the Yorta Yorta Nation. To date, the Applicant has not, we understand, had any engagement with this process. The latest submission simply states that the Cultural Heritage Coordinator could not be contacted.

The purpose of this report is to recommend that a notice of refusal be issued because even if there was no cultural heritage considerations the Applicant has not provided adequate information to allow a proper assessment. A number of further information requests have been made and rather than engage with the process the Applicant and Proponent have requested that outstanding issues be conditioned. Without this information it is not possible to ascertain whether or not the proposed change of use is appropriate and cannot simply be left to be controlled through conditions.

Therefore Council has only two options:

- to defer its decision for further assessment, or
- to issue a notice of refusal to amend the permit because of the low levels of information provided in spite of repeated further information requests from Council.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
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4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it may become a compliance issue.

Further if Council issues a permit there is a risk, given the low level of information provided to date, in spite of numerous requests for further detail that the Proponent may struggle to provide the information relating to compliance with other regulatory requirements that govern fire, flood etc.

Further it is not possible to assess whether or not the proposed development will pose a risk to the sensitive local environment. For instance the issue of waste water on a sand bank so close to the river.

For example in response to the 3rd Request for Further Information, as discussed above no attempt has been made to provide the information requested. No contour plan was provided. No scaled or dimensioned plans were submitted. The response simply indicated that it can all be undertaken by condition. Similar conditions were placed on the original permit but no attempts have been made to date with complying with the conditions. Further the change of use to caravan park and the intensification of the use, with a large increase in the development, proposed as part of the subject application gives rise to new concerns that cannot be simply resolved by condition.

If a permit is issued and the Proponent is successful in complying with the conditions, getting emergency access plans endorsed and establishing the business there are further associated risks. The documentation submitted has not been clear on how many people they hope to cater for. A sketch of a proposed wastewater treatment absorption tracks states that the plant will cater for up to 100 people. If up to 100 people will be on site at any one time evacuation in the case of an emergency could divert the resources of emergency services from other locations.

It is considered that Council have a duty of care to ensure that any new development will not give rise to hazards. The State Planning Policy Framework states (in clauses 13.02-1 and 13.05-1 of the Moira Planning Scheme) that Councils should:

Avoid intensifying the impacts of flooding through inappropriately located uses and developments.

Prioritise the protection of human life over other policy considerations in planning and decision-making in areas at risk from bushfire.

In the absence of adequate information the proposed development cannot be considered safe for the environment and/or people.

In the absence of detailed plans it is not possible to ensure that the proposed development will not give rise to hazards and therefore is considered to be a risk.

5. Internal and External Consultation

Pre-Lodgement Consultation

On 6 November 2013, following the issuing of the original permit and prior to lodging the subject amendment application the Applicant met with the then Acting Manager of Town Planning and Building and the Planning Coordinator.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

Meeting notes indicate that an application to amend to Camping and Caravan Park and of other modifications to the permit may be lodged. Further, that possibly the separate dwelling may trigger a Cultural Heritage Management Plan.

Internal Consultation

Upon receipt of the subject application the information provided was referred internally to Infrastructure Planning, Assets, Environmental Health, and Natural Resources.

Further information was requested by the Infrastructure Planning Department (see 3rd Further Information Request above) and Natural Resources (landscaping – requested at site meeting on 3 September 2014).

Regarding the 3rd Further Information Request the Infrastructure Planning Department provided the following comments:

The drainage information requested was a contour plan showing design levels to AHD of all areas where park patrons are intended to camp, the means by which the site is to be drained and the 1%AEP level on the site.

This information is considered relevant so that the responsible authority can assess whether patrons are at risk during a significant flood event and whether access arrangements are adequate in the event that patrons are required to evacuate the future park.

The response is a sketch plan [Attachment 6] with only two dimensions. No contours or spot height information is shown on the plan and the estimated 1%AEP level is not shown nor nominated on the plan. The information is not sufficient for the responsible to make an adequate assessment of the application.

The access information is considered relevant so that the responsible authority can form a view that any future emergency management plan is capable of meeting egress requirements during a period of emergency. An adequate plan would have also provided the opportunity for the applicant to demonstrate an understanding of new CFA regulations governing access within caravan parks.

The response from the applicant is a sketch plan that is not to scale. The information supplied is inadequate for the following reasons:-

- The proposed road widths are not shown, therefore one way or two way access within the site cannot be determined,*
- The road terminates at the property boundary to the neighbouring farm. One of these terminations is adjacent to the driveway of the neighbouring property. This was the specific focus of the second dot point in the letter requesting further information and has not been addressed at all. Access across private land cannot be assumed to exist at all times as the applicant has no rights or permanent access across someone else's land.*
- The sketch plan shows only the immediate environs of the camp ground. The request for level information was intended to be for the whole site so that egress under emergency conditions can be guaranteed or at least allows Council to consider the depth of water isolating the camp site*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

- *The proposed camps sites are to be separated by garden beds. A basic understanding of CFA regulations with respect to access around camp sites would mean that the camp sites are not likely to comply*
- *Absorption trenches are shown in the vicinity of a proposed "large dwelling". The absorption trench information is shown on a separate sketch, and without dimensions or level information there is no way of evaluating whether the trenches are under the proposed dwelling or indeed if sufficient fall exists to carry waste to this area from the proposed amenities area.*
- *The 1% AEP level is not shown. The ability to access / egress the site has not been demonstrated. Adequate emergency access provisions have not been shown or explained.*

Based on the lack of information and poor response to the request for further information, it is recommended that no support for the application be given. That is the application should be refused.

Regarding the Landscaping Plan [Attachment 7] the comments from the Natural Resources Officer are as follows:

Re: protection of landscape values and biodiversity – the Proponent submitted a landscape plan which includes the use of mostly non-indigenous native plant species and introduced species including 'large Palm trees' despite acknowledging in their application that the use of indigenous species was important, it is required by an existing permit condition and also being given advice at an on-site meeting to provide a plan showing use of indigenous native species.

The use of non-indigenous species poses high risk of adverse outcomes for the biodiversity of the area and will considerably compromise the landscape and amenity of the area.

Furthermore, the risks to biodiversity are increased by the Applicant's apparent lack of understanding and/or regard for this matter which is demonstrated by the unsatisfactory landscape plan submitted.

External Consultation

The application was referred externally to the Goulburn Broken Catchment Management Authority (GBCMA), Department of Environment and Primary Industries (DEPI now DELWP), Goulburn Murray Water (GMW) and the Country Fire Authority (CFA). With the exception of DEPI who requested further information all of the other authorities stated that they have no objection to the issuing of a permit subject to conditions.

Separate consultation was also undertaken with the Cultural Heritage Co-ordinator with the Yorta Yorta regarding the potential that there is aboriginal archaeology on the site. This discussion included the Manager of the Hume Heritage Programmes who confirmed that an amended permit cannot legally be issued until a Cultural Heritage Management Plan is prepared. This will be discussed further below. The emails received from the aforementioned officers are attached hereto as Attachments 9 and 10.

Community Consultation

The subject application was advertised to adjoining and nearby land owners and a site notice was placed at the site. At the time of writing this report no objections have been received.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

6. Regional Context

The Hume Regional Growth Plan is incorporated into the Moira Planning Scheme at Clause 11.10. It states that it is a strategy of the plan to:

Support tourism activities, including nature-based tourism, that take advantage of environmental and cultural heritage assets and the rural environment without compromising their future.

And

Protect the Murray River corridor as a key environmental (scenic, biodiversity, riverine), cultural and economic asset.

In the absence of detailed information regarding the impact the proposed development will have on the environment, such as the extent of cut and fill required for the development and the lack of a complete Waste Water Management Plan or any Environmental Management Plan, it is considered that the proposed development does not accord with these regional strategies.

7. Council Plan Strategy

The current Council Plan sets out the following strategic goals:

Environment – *Moira will responsibly manage its environment and the communities affected by and living in that environment through innovation, leadership, quality services, partnerships and program delivery and accountability.*

Community – *Moira will be a Shire where all its people and communities are happy, healthy and safe with the ability and the opportunity to integrate, participate, connect and contribute to their communities.*

Organisation – *Moira will be a 'best practice' environment promoting staff potential and organisation capacity to deliver timely, efficient services and ensure sound financial, risk management, governance and transparent business practise are conducted by capable, professional people who's main focus is on pro-active service delivery.*

It is considered that issuing a permit for the subject application would not accord with Moira's strategic goal to protect the environment, potentially have a negative impact upon the safety of the community and would not be best practice.

8. Legislative / Policy Implications

Farming Zone (FZ)

The purpose of the FZ is:

- *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 the use of land for agriculture.*
- *To encourage the retention of productive agricultural land,*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

- *To ensure that non-agricultural uses, particularly dwellings, do not adversely affect the use of land for agriculture.*

Proposed Use

Clause 35.07-01 indicates that the use of land for a Camping and Caravan Park is a Section 2 use in the FZ and a planning permit is required. A Camping and Caravan Park is defined in Clause 74 of the Planning Scheme as:

Land used to allow accommodation in caravans, cabins, tents, or the like.

It should be noted that, as set out in the revised concept plan submitted on 27 November 2014, the proposed amended application incorporates certain elements that do not meet this definition. For instance there will be a large dwelling and 4 individual dwellings for rental, hence incorporating the retention of the grouped accommodation use on site. It is considered that this element of the proposal is ancillary to the Camping and Caravan Parking use.

It is noted that Clause 35.07-4 states that in the FZ a permit is required to construct or carry out a building or works associated with a use set out in Section 2 of Clause 35.07-1. This is another trigger for a planning permit application and applies to all buildings and works associated with the proposal.

On the other hand where the original application included a caretaker's dwelling the amended application states that the caretaker will be provided accommodation in the management facility. The standalone dwelling proposed therefore becomes a separate use, not ancillary to the Camping and Caravan Park use although it would be part of a combined proposal. In the FZ a planning permit is required for the use of a lot less than 80ha. Currently the lot on which the proposed dwelling is located is 127.77ha however the proposal includes a boundary realignment which will result in a new lot of just 9ha. This dwelling element therefore triggers a separate planning permit requirement.

Clause 35.07-5 states that an application to use a lot in the FZ for a dwelling must be accommodated by a written statement that explains how the proposed dwelling responds to the decision guidelines for dwellings in the zone. No such statement was submitted as part of this application.

Decision Guidelines in the FZ

Clause 35.07-6 of the Planning Scheme sets out decision guidelines for permit determinations in the FZ. The relevant guidelines are as follows:

General issues

- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *The capability of the land to accommodate the proposed use or development, including the disposal of effluent.*
- *How the use or development relates to sustainable land management.*
- *Whether the site is suitable for the use or development and whether the proposal is compatible with adjoining and nearby land uses.*
- *How the use and development makes use of existing infrastructure and services.*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

The State Planning Policy Framework, the Local Planning Policy Framework and any Regional Catchment Strategy and associated plan will be discussed below. It is considered that there is limited capacity on the land to accommodate the proposed camping and caravan park use, given its location within the ESO2, proximity to the river and position on a sand bank.

Dwelling issues

- *Whether the dwelling will result in the loss or fragmentation of productive agricultural land.*
- *Whether the dwelling will be adversely affected by agricultural activities on adjacent and nearby land due to dust, noise, odour, use of chemicals and farm machinery, traffic and hours of operation.*
- *Whether the dwelling will adversely affect the operation and expansion of adjoining and nearby agricultural uses.*
- *The potential for the proposal to lead to a concentration or proliferation of dwellings in the area and the impact of this on the use of the land for agriculture.*

There are 6 no. dwellings in the subject application, 5 cabins which are in effect part of the camping and caravan park use and a separate dwelling (not ancillary to the proposed new use). No written statement has been provided in support of the change from the original permit which permitted an all year round dwelling on site only if it was a caretakers dwelling. This application also states that the management block will incorporate caretaker's accommodation. No rationale for this has been set out.

Environmental issues

- *The impact of the proposal on the natural physical features and resources of the area, in particular on soil and water quality.*
- *The impact of the use or development on the flora and fauna on the site and its surrounds.*
- *The need to protect and enhance the biodiversity of the area, including the retention of vegetation and faunal habitat and the need to revegetate land including riparian buffers along waterways, gullies, ridgelines, property boundaries and saline discharge and recharge area.*
- *The location of on-site effluent disposal areas to minimise the impact of nutrient loads on waterways and native vegetation.*

The proposed development is on a sand bank where the potential for effluent to detrimentally affect the Murray River is high and could impact negatively upon flora and fauna. No contour survey has been provided to show how much cut and fill is required for the development. A plan has been submitted (Attachment 7) showing the location of the proposed on-site effluent disposal area, being in the southern portion of the lot. The plan is not to scale and the distance to boundaries has not been shown. It is not clear whether or not the absorption area meets the setback requirements set out in the conditions or falls within the RFO or LSIO.

Design and siting issues

- *The need to locate buildings in one area to avoid any adverse impacts on surrounding agricultural uses and to minimise the loss of productive agricultural land.*

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

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- *The impact of the siting, design, height, bulk, colours and materials to be used, on the natural environment, major roads, vistas and water features and the measures to be undertaken to minimise any adverse impacts.*
- *The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.*

The impact of the siting, design, height, bulk etc. cannot be assessed as there were no floor plans or elevations submitted as part of the application. Further there are ongoing concerns regarding access to the site that have not been resolved.

Agricultural Policy

Clause 22.01 sets out Moira's Agricultural Policy. The Agricultural Policy came into place after the original application was lodged. It relates to applications in the FZ for subdivision and dwellings. It is considered that as this application is not proposing to amend the permit relating to the boundary realignment, there is no need to reassess it in the context of the Agricultural Policy.

The proposed amendment to include a dwelling on the lot that is not ancillary to the proposed Camping and Caravan Park use does however require assessment. It is the objective of the Policy:

To discourage new dwellings unless it can be demonstrated that it is required for the agricultural use of the land.

The decision guidelines set out in Clause 22.01-4 state that when considering an application for a dwelling the responsible authority must consider, among other issues:

- *Whether the proposed new dwelling is located on a lot that has:*
 - *· Legal frontage to a road.*
 - *· A satisfactory frontage to depth ratio.*
 - *· Suitable two way vehicle access via an all weather road.*
 - *· Adequate buffers to protect residential amenity from the impacts of agricultural activity.*
- *The relationship between the proposed dwelling and the agricultural activity on the land.*
- *Evidence of an Integrated Land Management Plan under Clause 35.07-6 or similar, addressing the relationship between agricultural activities on the land and the proposed dwelling.*
- *The proposed siting of the dwelling and whether it minimises impacts on existing and potential agricultural operations on nearby land.*
- *Whether the dwelling will result in a rural living or rural residential outcome in the area.*

The proposed dwelling is not required for the proposed Camping and Caravan Park use. It is not justified by any other means. It is considered that as no justification was given for the proposed dwelling on the lot this element of the amendment application is contrary to the Planning Scheme and is grounds for refusal. A permit can probably only be issued for this dwelling at this location if it is ancillary to the main use of the lot, namely if it is to be a caretakers dwelling as originally permitted.

Environmental Significance Overlay (ESO2)

The purpose of the ESO2 is, among other things:

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

- To protect the environs of the Murray River recognising its importance for nature conservation, flooding, economic development, recreation and tourism.
- To prevent development of land adjoining the river from degrading water quality.
- To restrict inappropriate development on land adjoining and near the Murray River.

When the original application was lodged the ESO2 did not affect the subject lot. The ESO2 triggers a referral to Goulburn Murray Water (GMW) who has not objected to the issuing of a permit subject to the restatement of their conditions from the original permit.

The decision guidelines of the ESO2 must be considered when assessing the subject application. These are set out at Clause 5.0 of the schedule. The guidelines relevant to the consideration of this application are:

Access

- Whether the proposed access will adversely impact on flora and fauna and areas of native vegetation.

It is proposed to cater for up to 100 people on the subject lot. Currently there is no legal access to the subject lot. Council has, at a meeting on 10 December 2012, resolved to consent to the extension of the road reserve of Ulupna Bridge Road for a distance up on 200m. It is clear that this extension is only as far as the driveway servicing the land owner's residence.

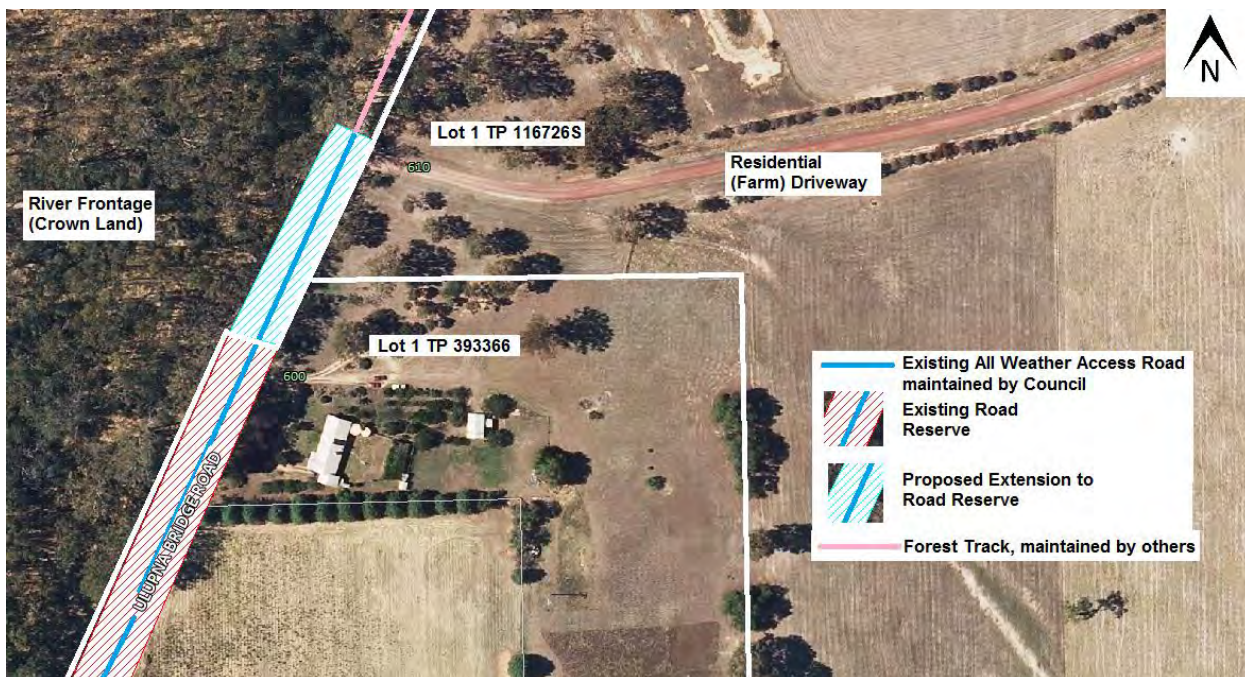


Image extracted from Council Report of 10 December 2012

While the report indicated that consideration should be given to a further 100m extension or as far as the "cattle grid" this did not form part of the resolution.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

Access to the subject lot must be from a public road and currently an extension of approximately 400m not just 200m is required to reach the proposed new 9ha lot.

No information regarding traffic generation has been provided but it is likely that the addition of 100 people staying on the lot and emergency access requirements as set out by the CFA, along with the existing traffic will require an upgrade to the existing track and will likely result in the loss of a significant amount of native vegetation which currently lines the track. The cost of the upgrade is usually borne by the proponent. A permit for the removal of native vegetation is likely to be required and the Proponent would have to supply the offset.

While Council have given its consent to seek a short extension of the road reserve this would need to be further extended to facilitate the subject proposal. The proposal is however likely to require the removal of native vegetation within the Environmental Significance Overlay.

Biodiversity

- *Whether the proposal:*
 - *Will adversely impact on existing flora and fauna values (including migratory species) including the potential for future recovery of threatened populations.*
 - *Will adversely impact on flora and fauna and areas of native vegetation.*
 - *Is located on land that has the capability to sustain the development.*
 - *Incorporates appropriate revegetation and tree planting programs.*
 - *Does not impact on adjoining environmentally sensitive areas.*

The proposed development will require the removal of native vegetation to facilitate access. A land capacity assessment has not been undertaken to show whether or not there is capacity on the site to sustain the development. While a landscaping plan has been submitted it has not met the expectations of the Natural Resource Officer. An Environmental Management Plan has been requested, however no plan has been received. In the absence of more information it is not possible to assess whether or not the proposal will have a negative impact on this environmentally sensitive area.

Building setbacks and design

Whether the proposed development is designed so as to complement the natural environment.

No plans of the proposed buildings have been submitted. It is not possible to assess the impact of the design.

Earthworks

Whether the proposal will result in earthworks which obstruct natural flow paths or drainage lines or impact existing wetlands.

Whether the proposal will adversely impact on flora and fauna and areas of native vegetation.

A contour plan of the site was requested. No such plan has submitted. It is not possible to assess the requirement for earthworks on the site.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

Effluent disposal

Whether the proposed method of effluent disposal is appropriate:

The Applicant has indicated that a waste water treatment plant with capacity for up to 100 people will be placed on the lot. The plan submitted is not to scale and it is not possible to ascertain whether the absorption tracks are within the LSIO or RFO.

Heritage

Whether the proposed development is designed so as to protect and enhance historic and archaeological sites and the natural and cultural heritage of the river environs.

Based on correspondence received (Attachments 9 & 10) it has been concluded that the subject lot is likely to contain aboriginal archaeology. This has not been fully investigated and a Cultural Heritage Management Plan is required unless the Applicant can get the Yorta Yorta Nation to agree to other measures on site in its stead.

The Applicant has indicated that their attempts to contact the Cultural Heritage Co-ordinator have not been successful. This is not an adequate response by any means. A permit cannot be issued until this legality has been resolved. The lack of an adequate response is symptomatic of the Applicant and proponent's general low level of engagement with the process.

Landscape

The visual impact of the proposal on the riverine landscape and whether this may be lessened through the planting of a variety of appropriate indigenous vegetation species and by other means as appropriate.

A landscaping plan has been submitted. It proposes non-indigenous plants such as palm trees are planted. Palm trees are not considered to be appropriate for this sensitive location.

Water quality

The impact of the use and development on the quality of water in the Murray River and what measures are proposed to reduce the prospects of pollution caused by salts, nutrients chemicals, sediments, wastes and other pollutants from entering the Murray River.

An inadequate water treatment plan has been submitted. No attempt has been made to submit a full Environmental Management Plan as required by the further information request issued on 29 May 2014. It is not possible to assess the proposal and to state whether or not it will pollute the Murray River our surrounds.

Based on the lack of information, provided it is not possible to satisfactorily demonstrate that the proposed development accords with the ESO2.

Given the sensitivity of the environment, the proposed non-native plants in the landscaping plan and the likelihood that the upgrade to the track may result in the loss of significant native trees, it is considered the proposed development does not accord with the purpose or the decision guidelines of the ESO2.

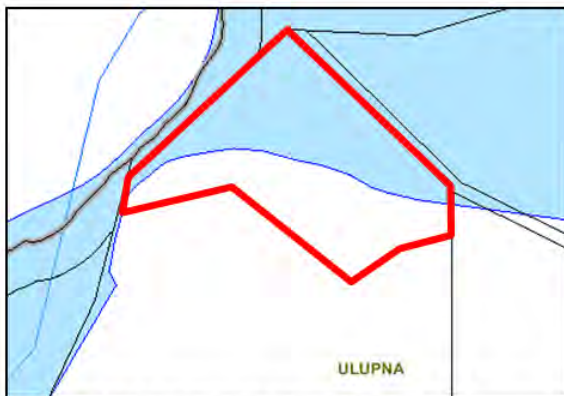
FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

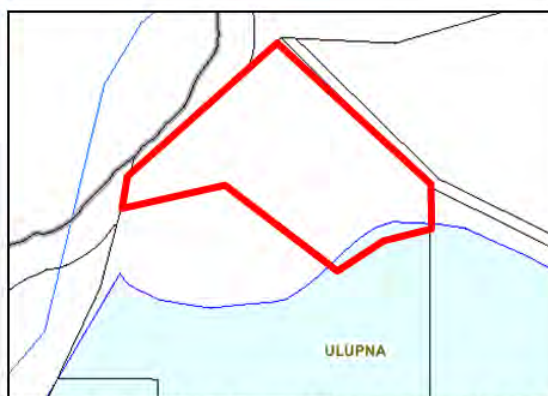
APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

Rural Flood Overlay (RFO) and Land Subject to Inundation (LSIO)

It is noted that a large portion of the site to the north is subject to the RFO. A smaller part of the site to the south is in the LSIO.



Rural Flood Overlay on Subject site



Land Subject to Inundation on Subject Site

The purposes of the RFO and LSIO include:

- *To ensure that any development maintains the free passage and temporary storage of floodwater, minimises flood damage and is compatible with flood hazard, local drainage conditions and the minimisation of soil erosion, sedimentation and silting.*
- *To ensure that development maintains or improves river and wetland health, waterway protection and flood plain health.*

Development in the LSIO and RFO requires a permit in accordance with Clauses 44.03-1 and 44.04-1. The application was referred to the Goulburn Broken Catchment Management Authority (GBCMA) in accordance with the planning scheme. The response indicates that the Authority has no objection to a permit at the site subject to a number of conditions.

A condition drafted by the GBCMA states that:

The caretakers residence, accommodation buildings and toilet blocks etc. are to be sited on flood free land.

Attachment 6 shows the final concept plan for the site. It is clear that the accommodation units and possibly the proposed residence are within the Rural Floodway Overlay. No plans showing contours or levels have been provided to show that these are outside of the flooding lands.

It should also be noted that Goulburn Murray Water have conditioned that the wastewater disposal area must be outside of the RFO and LSIO. The disposal area in Attachment 7 does not adequately show whether or not it is outside of the overlay areas. Further it appears to indicate that the "bunkhouse" – item number 13 on the concept plan (Attachment 6) is at exactly the same location as the waste disposal area. Clearly the design of the proposal has not been coordinated.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

It is considered in conclusion that the plans submitted show accommodation and possibly the waste water disposal area as being within the flooding overlay. Accordingly this proposal does not meet the proposed conditions associated with the RFO and LSIO. It does not accord with the purpose and guidelines for either the RFO or the LSIO.

The decision guidelines of Clause 65

Before deciding on an application or approval of a plan, the responsible authority must consider, as appropriate:

- *The matters set out in Section 60 of the Act.*
- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *The purpose of the zone, overlay or other provision.*
- *Any matter required to be considered in the zone, overlay or other provision.*
- *The orderly planning of the area.*
- *The effect on the amenity of the area.*
- *The proximity of the land to any public land.*
- *Factors likely to cause or contribute to land degradation, salinity or reduce water quality.*
- *Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.*
- *The extent and character of native vegetation and the likelihood of its destruction.*
- *Whether native vegetation is to be or can be protected, planted or allowed to regenerate.*
- *The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.*

All the matters set out in Clause 65 have been considered. Those matters above that most closely relate to the proposed development, namely the purpose of the zone, overlay or other provisions, together with the orderly planning of the area and the effect on the amenity of the area have been addressed elsewhere in this report.

Aboriginal Heritage Act 2006

As stated above Section 52 of the *Aboriginal Heritage Act 2006* states that:

The decision maker must not grant a statutory authorisation for the activity unless and cultural heritage management plan is approved

The *Information Sheet – Cultural Heritage Management Plans and Planning* indicate that:

Large scale developments and many activities in culturally sensitive landscapes – for example coastal dunes or areas near water – can cause significant harm to Aboriginal cultural heritage. The Aboriginal Heritage Act 2006 prescribes, in regulations, the circumstances in which the preparation of a Cultural Heritage Management Plan is required.

The subject site is a sensitive landscape as detailed in Attachments 9 & 10. A Cultural Heritage Management Plan is required before Council can issue a statutory authorisation such as a planning permit for the proposed amendment.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

This has all been outlined to the Applicant and proponent. It should be noted that that the site visit on 3 September 2014 Yorta Yorta Cultural Heritage Coordinator indicated that occasionally monitoring of excavations on site can mitigate the cost of excavation as part of a Cultural Heritage Management Plan. The Coordinator indicated that she was open to discussing this with the Applicant.

The final further information response received on 27 November stated that the Applicant has been unable to make contact with the Coordinator. Council was provided a copy on a response from the Coordinator to the Applicant on 21 January 2015. It is attached hereto as Attachment 11. It clearly indicates that Aboriginal supervision of the proposed work on site, cannot be in lieu of the preparation and approval of a Cultural Heritage Management Plan.

In Summary, a permit cannot be issued legally until the Yorta Yorta Nation has approved a Cultural Heritage Management Plan or indicated officially that one is not required.

Recent VCAT Ruling – Ref. No. P976/2014

In a decision regarding Gordon Hamilton vs Greater Shepparton City Council issued on 29 December 2014 Chairperson Bennett explored a number of issues that relate directly to the subject application. In this case a large caravan park was proposed in the farming zone. This VCAT case also has access and cultural heritage concerns.

Of particular note here is the following:

Council staff made comment about the necessity of including a condition, if a permit was granted, limiting accommodation to a temporary basis. Whilst I understand the basis for the suggested condition, it is not possible to limit the length of stay in that manner.... Residential Tenancies Act 1997 states that: A planning scheme or permit under the Planning and Environment Act 1987 whether made before or after the commencement of this section cannot limit the duration of residency in a caravan park.

GBCMA in their referral response have recommended that a condition be placed on the permit that no permanent residents or annuals are permitted. Based on the Residential Tenancies Act 1997 this cannot be done. In effect Council cannot control whether or not people will choose to live at this remote site all year round. In effect this development could become similar to Oasis Village or Green Palms Village with people using the park as their year round residence creating clutter etc. on this sensitive site.

Chairperson Bennett in writing about access to the Shepparton proposal has indicated that there were concerns about accessing the park through an area affected by a flooding overlay. He suggests that this can be overcome by relocating the access way. In the Ulupna application, the Applicant was asked to demonstrate that access is able to be provided to the site in a flood event. In response they suggested that as the GBCMA had drafted conditions it was in effect a non-issue. Council has a duty of care to ensure that development occurs only at appropriate locations.

Chairperson Bennett writes:

I consider that the possibility of a very large number of people residing in the caravan and camping park will generate a level of activity very much at odds with what exists at present or what would be reasonably expected in a farming / agricultural area

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER INFRASTRUCTURE,
ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

While the scale of the Shepparton proposal was larger than the subject application the Ulupna location is very much more remote and environmentally sensitive than the site in Shepparton. Chairperson Bennett continues that given the lack of pedestrian linkages and:

Given the significant number of people able to be house on this site I consider the relative remoteness from off-site facilities and lack of connectivity as being a negative factor for proposing a caravan and camping park on the review site.

The Chairperson concludes that:

I am not convinced that this particular location is suitable for such an intensive concentration of accommodation units and people.

To conclude, it is possible to infer that the proposed Ulupna Camping and Caravan Park if assessed in a similar manner would be unlikely to be considered appropriate due to concerns relating to access and the duration of residency in a caravan park.

VCAT Ruling – Ref. No. P3503/2011

Essentially this report recommends that the proposed amendment is refused as inadequate information has been provided by the Applicant and proponent. In a decision regarding Heath Hill Poultry Pty Lts V Cardinia Shire Council issued on 25 September 2012 Helen Gibson, when assessing an application for a free range chicken farm, stated:

So far as the present Applicant is concerned, it may be that the subject land is suitable for the proposed use, but more information is required to support the proposal. This was essentially the position adopted by the Council when it refused to grant this permit. It is a position we agree with for the reasons we have set out. Accordingly, no permit is granted.

This shows that refusing applications based on a lack of information; even at a location where the subject land may be suitable for the proposed use, is an established practice that has previously been upheld.

9. Environmental Impact

The subject site is within the ESO2 and is affected by the RFO and LSIO. It is close to the Barmah National Park and the Ulupna Island Flora and Fauna Reserve. It has not been possible to assess the impact of the proposed development upon this sensitive environment given the lack of information provided.

It should be noted that the Proponent has shown a lack of understanding regarding the sensitivity of the site. The Landscaping Plan submitted on 27 November 2015 includes non-native trees even though the Proponent had previously stated that only natives will be planted.

10. Conflict of Interest Considerations

There is no officer conflict of interest issues associated with this report.

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11. Conclusion

No Cultural Heritage Management Plan was submitted with the application despite requests to the applicant to do so. If Council should proceed to issue the permit in the absence of the Cultural Heritage Management Plan it will be in breach of the Aboriginal Heritage Act, 2006. The options available to Council at this juncture, are to refuse or defer the decision.

This report has shown that Moira Shire's Planning Department has requested information from the Applicant on a number of occasions. The Applicant's responses have not been adequate to allow the proposal to be assessed. Where information has been provided it is contradictory, for instance stating that all plants on site will be native while proposing non-native plants in the landscape plan. The Applicant has requested that any outstanding issues be conditioned rather than to provide detailed responses.

In the context where this is one of the most sensitive sites in the Shire, in the ESO2, affected by the LSIO and RFO and the proposed development intensifies the proposed use of the lot from the grouped accommodation previously submitted it is unsafe simply to set out conditions. The cumulative impact of all the proposed elements of the amendment must be assessed before a permit can be issued. It is recommended that the application to amend the permit be refused.

Attachments


- 1 Original Permit for 5201399
- 2 Conceptual Plan Submitted with Application for Amendment
- 3 Proponents Response to 1st Request for Further Information
- 4 Applicant's Response to DEPI Further Information Request
- 5 New Plan of Subdivision Proposal
- 6 Final Concept Plan received November 2014
- 7 Proposed Waste Water Management Plan Submitted
- 8 Proposed Landscaping Plan
- 9 Email from Cultural Heritage Co-ordinator
- 10 Email from Manager of Hume Heritage Programs
- 11 Email from Cultural Heritage Co-ordinator January 2015

FILE NO: 5201399
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ATTACHMENT No [1] - Original Permit for 5201399



PLANNING PERMIT
Planning Permit No: 5/2013/99

Moiras Planning Scheme
Responsible Authority: Moira Shire Council

ADDRESS OF THE LAND: Ulupna Bridge Road ULUPNA

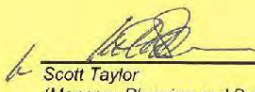
LAND TITLE PARTICULARS: CA 33A Section A (Lot 1, TP 116726S) & CA 43 Section A
Par: STRATHMERTON

THE PERMIT ALLOWS: Group Accommodation and Boundary Realignment

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

- (1) Before the development start(s), 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 the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must show:
 - a) floor plans, elevations and sections of all the structures proposed for the site, and
 - b) a site plan showing the location of all buildings, driveways, amenities, a defined footprint for effluent treatment, services and connections associated with the development and to show that these will not adversely impact existing native vegetation including exclusion of building works and use from Tree Protection Zones and that any building is more than 10 metres from any tree.
- (2) The use and/or development and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
- (3) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.

All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.


Date issued: 2 October 2013
Signature for the Responsible Authority: 
Scott Taylor
(Manager Planning and Building)

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY


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ATTACHMENT No [1] - Original Permit for 5201399



- (4) Prior to the certification of the Plan of Subdivision, it must be demonstrated that each lot abuts a road reserve that contains a practical and trafficable road, to the satisfaction of the Responsible Authority.
- (5) Before the development starts, a schedule of construction materials, external finishes and colours to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the schedule will be endorsed and will then form part of the permit.
- (6) The driveway and internal access tracks must be constructed and sealed to the satisfaction of the Responsible Authority and shall not exceed a depth of 300mm, above natural surface level, due to potential flooding and inundation of the site.
- (7) Prior to the issue of a final certificate for the development, a new vehicle crossing shall be constructed at a location and of a size and standard satisfactory to the responsible authority. The vehicle cross shall generally be in accordance with SD260 in Council's Infrastructure Design manual.
- (8) Vehicular access to the land shall only be permitted from Ulupna Bridge Road.
- (9) Any Emergency Management Plan shall not reference the road reserve along the north east property boundary as emergency egress.
- (10) Prior to certification of any plan of subdivision, a drainage plan shall be prepared and approved by the responsible authority, showing all drainage within the site demonstrating that ponding and/or erosion will not occur as the result of development.
- (11) Prior to the issue of a statement of compliance, all identified drainage in the approved plan shall be constructed.
- (12) Prior to the issue of a final certificate all stormwater and surface water discharging from the site, buildings and works must be retained on site or conveyed to the legal point of discharge drains to the satisfaction of the Responsible Authority/Goulburn Murray Water. No effluent or polluted water of any type will be allowed to enter the stormwater drainage system.
- (13) An approved septic tank system must be installed prior to any occupation of the dwelling, and all domestic wastewater must be disposed of and contained within the prescribed setback buffer distances of the disposal field of the property.
- (14) No native vegetation (including trees, shrubs, herbs and grasses) shall be removed, lopped or destroyed unless a permit has been granted by the Responsible Authority.
- (15) Earthworks and construction must not cause damage to native vegetation to be retained (including trees, shrubs, herbs and grasses) and to natural drainage lines and/or watercourses.
- (16) A 'Tree Protection Zone' (TPZ) must be applied during earthworks and construction. A TPZ applies to a tree and is a specific area above and below the ground. The TPZ must have a radius 12 x the Diameter at Breast Height (DBH); the TPZ of trees should be no less than 2 m or greater than 15 m.


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ATTACHMENT No [1] - Original Permit for 5201399



(17) No trenching, soil excavation, stockpiling or dumping of soil is to occur within the Tree Protection Zone without the written consent of the Responsible Authority.

(18) Prior to commencement of buildings and works a satisfactory landscaping plan for the subject land must be submitted and approved by the Responsible Authority. An endorsed copy of the plan must form part of this permit. The submitted plan must;

- show establishment of a permanent plantation of trees and shrubs with a minimum of five rows using a mixture of local trees and understorey species along the easterly boundary of the site in the vicinity of the proposed tree group shown on the submitted plans to form an effective screen between activities on the site and adjoining land
- show landscaping of buildings and amenities areas
- show the use of indigenous native plant species in all landscaping and a schedule of all proposed trees, shrubs and groundcover which will include the botanical names of such plants to the satisfaction of the Responsible Authority

(19) Before the occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.


(20) The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

(21) This permit will expire if one of the following circumstances applies:

- The development and use is/are not started within two years of the date of this permit.
- The development is not completed within two years of the date of commencement.
- A plan of subdivision is not certified within two years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within 6 months after the permit expiry date, where the use or development allowed by the permit 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.

Date issued: 2 October 2013


Signature for the Responsible Authority: 
Scott Taylor
(Manager Planning and Building)

FILE NO: 5201399
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ATTACHMENT No [1] - Original Permit for 5201399



(22) **COUNTRY FIRE AUTHORITY**

A static water supply, such as a tank must be provided. The static water supply must meet the following requirements:

- A minimum of 10,000 litres on-site static storage must be provided on the lot and be maintained solely for fire fighting.
- The water supply must be located with 60 metres of the group accommodation buildings.
- Fire brigade vehicles must be able to get to within 4 metres of the outlet to this water supply.
- The water supply must be readily identifiable from the building, or appropriate signage, to the satisfaction of the responsible authority, must point to the water supply. All belowground water pipelines must be installed to the following depths:
 - Subject to vehicle traffic – 300mm
 - Under houses or concrete slabs – 75mm
 - All other locations – 225mm
 - All fixed above-ground water pipelines and fittings, including water supply, must be constructed of non-corrosive and non-combustible materials or protected from the effects of radiant heat and flame.


If the static water is above ground, the following additional standards apply:

- All above-ground static water supplies must be provided with at least one 64 mm 3 thread / 25 mm x 50 mm nominal bore British Standard Pipe (BSP), round male coupling.
- All pipe work and valving between the water supply and the outlet must be no less than 50 mm nominal bore.
- If less than 20 metres from a building, each outlet must face away from the building to allow access during emergencies.

(23) Access to the group accommodation buildings and the water supply must be designed to allow emergency vehicles access from the Ulupna Bridge Road. The minimum design requirements are as follows:

- curves must have a minimum inner radius often metres;
- the average grade must be no more than 1 in 7 (14.4%) (8.10) with a maximum of no more than 1 in 5 (20%) (11.30) for no more than 50 metres;
- dips must have no more than a 1 in 8 (12.5%) (7.11) entry and exit angle.

Date issued: **2 October 2013**

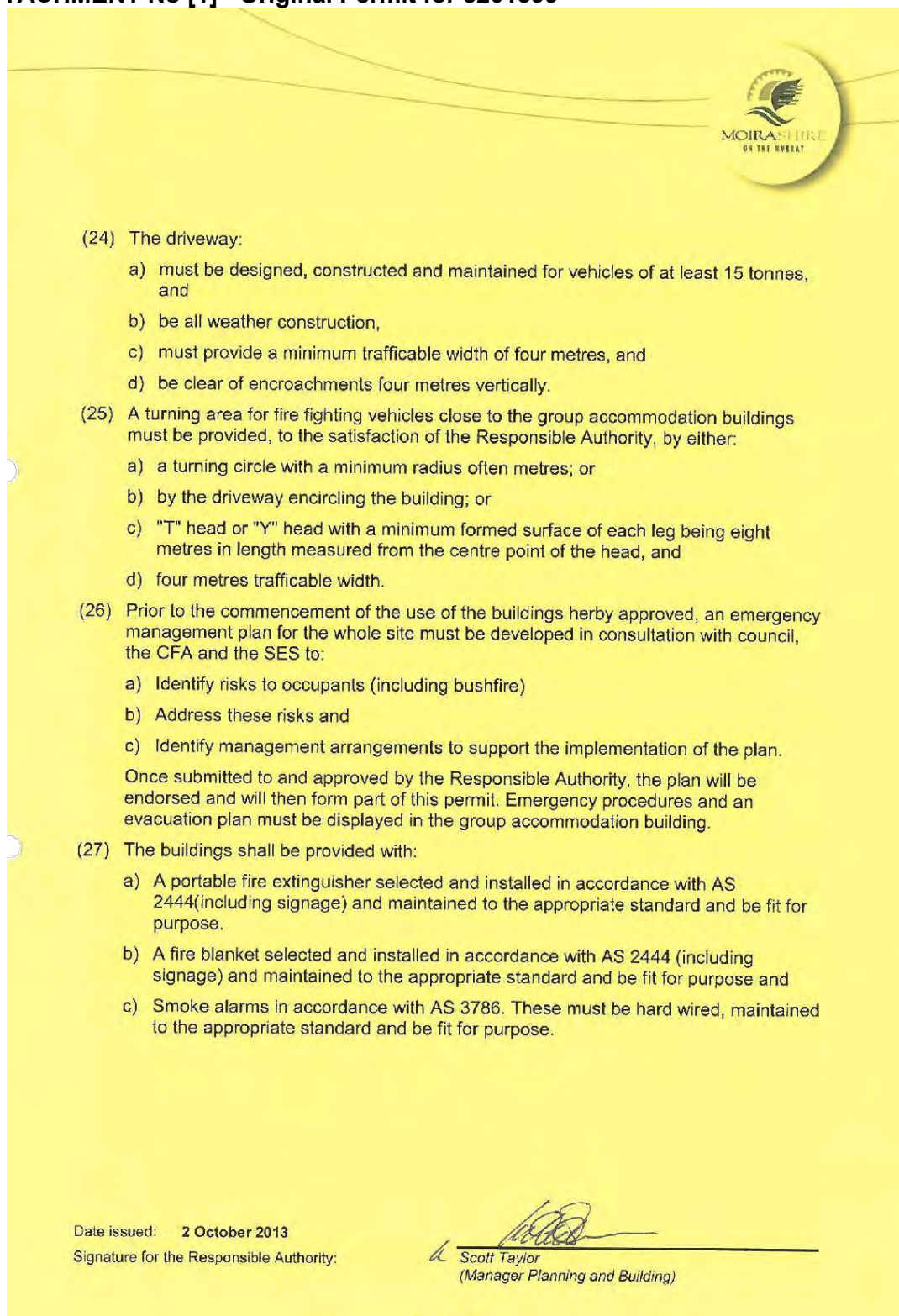
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ATTACHMENT No [1] - Original Permit for 5201399

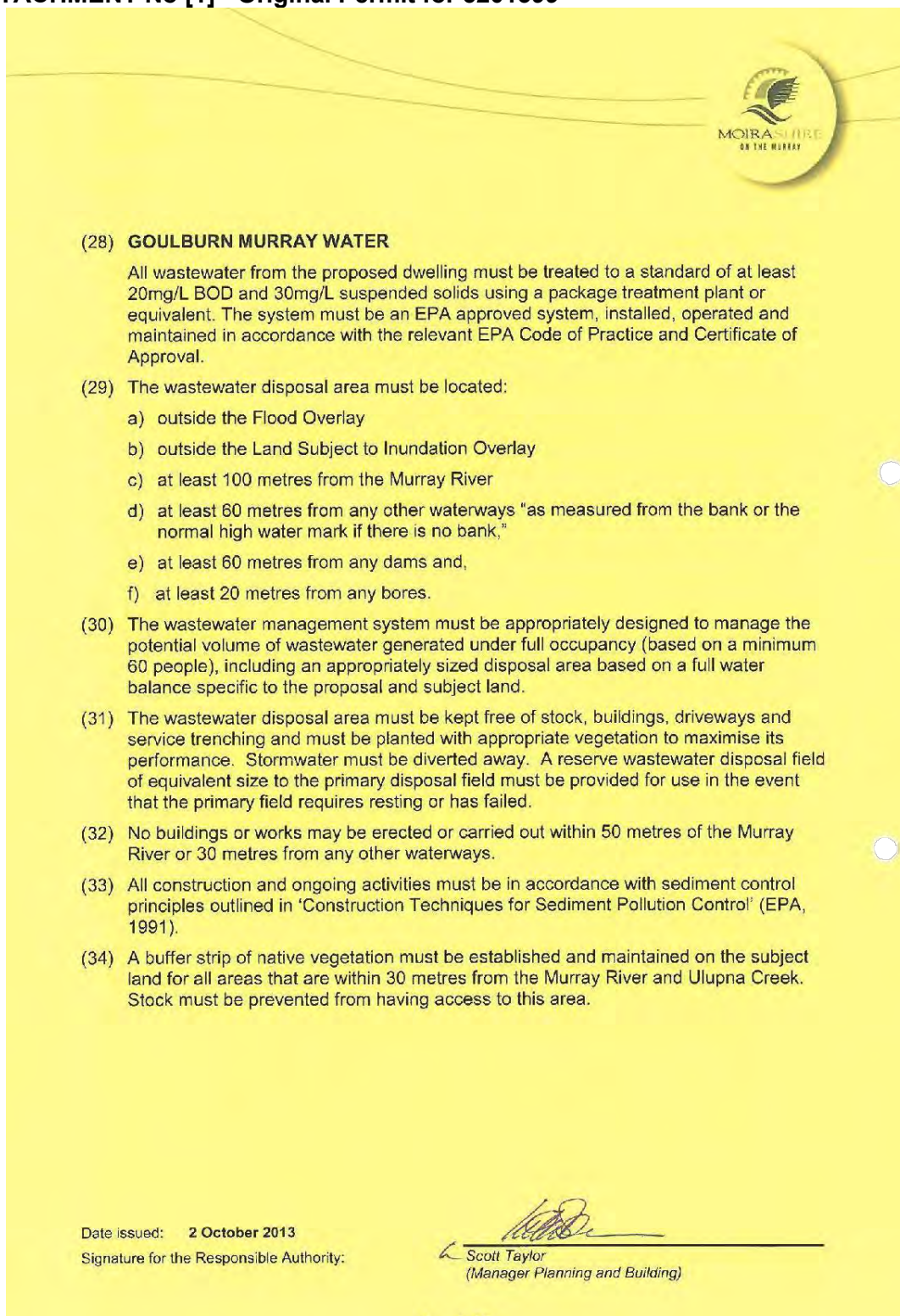


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ATTACHMENT No [1] - Original Permit for 5201399




FILE NO: 5201399
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ATTACHMENT No [1] - Original Permit for 5201399



(35) **GOULBURN BROKEN CATCHMENT MANAGEMENT AUTHORITY**
The caretaker residence, accommodation buildings and toilet blocks etc, are to be sited on flood free land.

(36) The floor levels of the caretaker residence, accommodation buildings and toilet blocks etc, must be constructed at least 300 millimetres above the applicable 100-year ARI flood level, or higher floor level deemed necessary by the responsible authority

(37) A flood action response plan must be prepared before any of the buildings is occupied

(38) No permanent residents or annuals are permitted

(39) The owner must enter into an agreement with Council, under Section 173 of the Planning and Environment Act 1987, stating that a dwelling is not permitted on proposed lot 2.

Permit Notes

This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.

A consent to work within Road Reserve permit must be obtained from the Responsible Authority prior to the carrying out of any vehicle crossing works.

Applications for registration under Public Health & Wellbeing Act 2008 and Food Act 1984 will be required.

Goulburn Murray Water Notes:

A licence to Operate & Take/use will be required to extract water from the Murray River, which includes a GMW approved flow meter to be purchased & installed at the applicant's expense.


Groundwater can only be extracted for the purposes of Domestic & Stock only due to the close proximity of the Murray River, if the applicants chose to extract groundwater there is to be no confusion between Domestic & Stock, & Take/Use purposes.

Application must be made to Goulburn-Murray Water prior to construction of any dams on the subject land. A licence must be obtained where surface or groundwater supplies are taken and used for commercial irrigation purposes or if a dam is to be constructed on a waterway as defined under the Water Act 1989. For further information, the applicant should contact Goulburn-Murray Water Diversion Operations.

Department of Environment and Primary Industry Notes:

The proposal should not have any impact on the adjacent Parks Victoria managed land.

Action should be taken to ensure that the road reservation is extended, as mentioned in the planning permit documentation.


Date issued: 2 October 2013
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(Manager Planning and Building)

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ATTACHMENT No [1] - Original Permit for 5201399



PLANNING PERMIT

IMPORTANT INFORMATION ABOUT THIS PLANNING PERMIT

What has been decided?

The Responsible Authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

When does a permit begin?
A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

When does a permit expire?

1. A permit for the development of land expires if—
 - a) the development, or any stage of it, does not start within the time specified in the permit;
 - b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - c) the development, or any stage of it, is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit, or, in the case of a subdivision or consolidation, within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - a) the development or any stage of it does not start within the time specified in the permit; or
 - b) the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - c) the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - a) the use or development of any stage is to be taken to have started when the plan is certified; and
 - b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

What about appeals?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form, which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

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ATTACHMENT No [3] - Proponents Response to 1st Request for Further Information

The Caravan Park

A small eco-friendly caravan park facility to be built in 5 stages plus further expansion.

Stage 1. Primary residence, an office and shedding, to house generators etc. All of the buildings will be constructed of a mixture of colour bond, timber, besser block and steel, with colours and designs so as to blend in with the environment. We will also initially purchase two water tanks and sink a bore. A pump shed and pump will be put in place for initial irrigation, fire fighting and emergency water.

Stage 2. Trees and gardens planted with irrigation an amenities block and camp kitchen to be completed within 6 - 12 months after the completion of the residence. Also extra firefighting water tanks so as to comply with regulations.

Stage 3. Small area to be set up with approximately 25 powered sites and 25 unpowered sites, so as to test the functionality of the park and it's systems, to be completed within the time frame of stage two, ie the park should be ready to start trading around twelve months after completion of the primary residence.

Stage 4. Four to six cabins and around another 25 powered sites or possibly some safari tents. We will also purchase two more rain water tanks. This should be completed within the first two years.

Stage 5. Some family entertainment facilities, ie, tennis court, putt putt, push bike track, large chess board, pool etc etc. The exact make up of these items are yet to be determined, but will largely comprise of a mixture of customers requests and funds available. These will be started after the first twelve months and completed as funds permit.

Stage 6. Future expansion subject to funds and approval.

Moira Shire Council

FILE NO.	
Office No.	
- 9 JUL 2015	
Referenced to:	
Colours to:	

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

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ATTACHMENT No [3] - Proponents Response to 1st Request for Further Information

All buildings will be constructed of eco-friendly colorbond, steel and timber so as to blend in with the surrounds. The bunkhouses will sleep up to 12 people and the cabin should accommodate up to 6. The safari tents (if allowed) will be constructed of fridge panel and canvas and will be totally portable. These should only sleep 2 people.

All facilities/ activities will be constructed of expected material, ie horse yards are to be post and rail, putt putt is to be concrete and timber, basketball court will be concrete etc.

The property will be powered initially via solar power with battery storage and backup silenced generators. At this stage the septic system will be a Taylex ABS system, to accommodate up to 100 people. (this system will cope with future expansion)

We are planning to plant several hundred trees and have as much grass as possible, however where there is a need for drive ways, paths, storage yards etc these areas will be initially made of gravel.

Our water will be via several sources. Initially, artesian ground water pumped to tanks from storage, then rainwater tanks will be added, and finally filtered river water for emergencies, irrigation and fire fighting.

The clientele will consist initially of tourists only, building to sporting groups, tourists and 10 to 20 annual clients. We do not intend on having any permanent residents residing in the park as we believe that they would detract from the look and feel of a tourist park, not to mention that they generally look untidy and we feel there are enough parks in the Moira shire that service this type of clientele.

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ATTACHMENT No [3] - Proponents Response to 1st Request for Further Information

We have read and understand the guide to the Victorian Caravan Park Regulations (understanding that it is a guide only) and understand that there are strict guidelines to all aspects of the park, from building construction and maintenance to health standards and emergency procedures. We have downloaded and understand the emergency procedures template. But until we have physically purchased the block of land and built the residence, we can't finalise it, ie the evacuation zones may be better suited in another position. We have also liaised with the CFA and we understand all of their requirements for access and fire fighting. We understand that all buildings must be built to a standard employed by the Moira shire and permits are required before any construction work commences.

We understand that we must apply to register the caravan park and an accurate site plan must be submitted and kept up to date, however as I stated previously until we physically own the block of land, have built the residence and can walk the block we cannot accurately draw a site map. The plan submitted however is a reasonable approximation of where items will be located. Once we have reached the end of stage two we will be able to draw up an accurate site plan, which will be submitted to the council prior to starting stage three. At the same time a completed Emergency Management Plan can be submitted. Both of these will be completed prior to the caravan park starting to trade.

As we have far more land than what a normal small caravan park has, we intend to have massive sites, ie a minimum of 12m x 12m where most parks only have sites around 7m x 7m, we are doing this primarily for comfort, but also over complies with the CFA guidelines. As soon as this application has been granted, funds have been set aside to immediately start purchasing safety signage and safety equipment, such as hoses and fire extinguishers.

We travelled around Australia in 2007 for the full twelve months with a 9 and a 12 year old, and we have owned a general store for 11 years and we believe we have a solid understanding of what the public want and deserve, from customer service and park services to the health and safety standards required.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

Planning
Surveying
Landscape Architecture
Urban Design
Engineering Civil | Structural | Water
Project Management

spiire

Our Reference: 133946
Your Reference No: 5/2013/99

28 July 2014

Ms Martine Foley
Town Planner
Moirā Shire Council
PO Box 578
COBRAM, VIC 3644

Moirā Shire Council

File #	
Case No.	
4 AUG 2014	
Referred to	
Case No.	

Dear Martina,

610 Ulupna Bridge Road, Ulupna
Application to Amend Planning Permit No. 5/2013/99

As you are aware, Spiire Australia acts on behalf of the proponents seeking to amend Planning Permit No. 5/2013/99 at 610 Ulupna Bridge Road, Ulupna to allow use and development of the land for a caravan park.

In response to the application to amend the permit, the Council and Parks Victoria have requested some further information. In response to this request the following comments are provided.

Resolution of Road Reserve

As you are aware, Labett's Track, which is currently used to access properties along Ulupna Bridge Road, including the subject site, is not a declared road reservation. Despite it Crown Reservation it is maintained by the Council.

Council has supported the extension of the road reservation to the cattle grid on Labett's Track, some 400 metres from the south west corner of the property at 610 Ulupna Bridge Road.

Our client is obtaining a fee proposal from Esler's to undertake the survey work required to satisfy the Surveyor General. As per correspondence from the then Department of Sustainability and Environment (dated 13 January 2013), it is understood there will need to be a plan prepared for the excision of the land from the reserved forest and a gazettal plan for road proclamation purposes.

As recently discussed with the Council, this process of declaring the "track" a "road" may take some time. Whilst our client has agreed to participate and co-operate with this process, we request Council allow an amendment to the plan to show a carriageway easement from the location of the proposed caravan park to the closest point of "road" to enable the proposed new lot to have legal road access. From our discussions with the Council we understand this is acceptable to Council's legal advisors and have therefore instructed Esler's to amend their boundary realignment plan to show this carriageway easement. This plan will be submitted to Council shortly.

Spiire Australia Pty Ltd ABN 50 060 970 635 T 01 39923 7300 spiire.com.au
144 Welsford Street, Shepparton, Victoria 3630, Australia

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Page 1

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

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ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request



Cultural Heritage

As submitted with the original application, and further discussed with Parks Victoria on site, it is not considered a Cultural Heritage Management Plan is required for this development. With the exception of the dwelling, the entire development is set back 200 metres or more from the Murray River. Further, this area of the property has been deep-ripped and used actively for agricultural for many years. As pointed out at our site meeting with Parks Victoria, the top of the sand hill was removed some time ago for the purposes of creating a house site (the house was subsequently not constructed).

A copy of the Statutory Declaration, signed by the landowner John Hay, submitted with the original application is attached to this letter.

As also discussed with Council, the dwelling will be the proponent's primary place of residence. The dwelling is located away from the caravan park area to provide privacy between the camping area and the dwelling. Also, the site office will be located adjacent to the camping area and visitors will not be encouraged to access the dwelling.

Environmental Management

All effluent generated from the development will be contained on site through the use of a Taylex ABS System. At this stage, the system will cater for 100 people, however it has ability for expansion should the need arise. The proponent has made enquiries into the installation of this system and requested quotes for such, however is reluctant to undertake further work without the certainty of planning approval.

It is respectfully request the details of the Environment Management Plan, including exact location of the Taylex ABS System, be required as condition of approval.

Landscape Plan

The existing permit includes a condition requiring a Landscape Plan. Whilst the proponent plans to landscape the site attractively and appropriately, specifically using species which are indigenous to the site and its environs, it is requested the requirement for a landscape plan remain as a condition of permit. Without the certainty of the approval, the proponent is unable to commit time and financial resources to the details of the landscape plan.

Please note, an amendment to this condition (Condition 18) has also been requested.

Details of the Caravan Park

An outline of the proposal, including the staging of development, types of visitors, number of sites/cabins, facilities, servicing, awareness of relevant regulations and the like has previously been provided by the proponent, however a copy has also been attached to this letter.

Spiire Australia Pty Ltd ABN 55 050 820 835 T 61 3 9693 7968 spiire.com.au
144 Walsford Street, Shepparton, Victoria 3630, Australia

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Page 2

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

Planning
Surveying
Landscape Architecture
Urban Design
Engineering (Civil | Structural | Water)
Project Management



In summary, it is recognised the process to declare the track as a "road" will take some time and require involvement from Council, Parks Victoria and the Department of Environment and Primary Industries. The proponents and landowner are aware of this process and have expressed their willingness to co-operate on a fair and reasonable basis.

So as to enable the caravan park development to proceed without being unreasonably delayed due to the road declaration process, it is requested Council consider favourably an amended boundary realignment plan which shows a carriageway easement providing legal access to the proposed lot. This will allow the realignment plan to be certified, a title to be issued for the new lot and the development commenced (subject to complying with relevant permit conditions), whilst the road reservation process is progressing.

We trust this information is to Council's satisfaction and look forward to working with Council in the continued assessment of this request to amend Permit No. 5/2013/99.

Please call me on 5849 1007 with any queries or for clarification.

Yours sincerely

Jane Macey
Senior Associate - Planning

Enclosure Copy of Stat Dec signed by John Hay dated 3 April 2013
Details of caravan park development, prepared by B Childs

Copy to: B & N Childs, C/- Koonoomoo General Store, 7043 Goulburn Valley Highway, Koonoomoo VIC 3644

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
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ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

State of Victoria

Statutory Declaration

I, John Henry Hay
[full name]
of 7 Torgannah Road, Koonoomoo
[address]
Landowner/farmer, do solemnly and sincerely declare that:
[occupation]

I am the owner of the property at 610 Ulupna Bridge Road, Ulupna. My property, and particularly the area of the proposed Group Accommodation Facility, has been deep ripped to a depth of more than 600mm for agricultural purposes. This has been undertaken on more than one occasion.

In addition, it is my understanding that the previous owner removed sand from the sand hill (location of proposed development) for the purposes of building a dwelling (the dwelling was never built).

I acknowledge that this declaration is true and correct, and I make it with the understanding and belief that a person who makes a false declaration is liable to the penalties of perjury.

Declared at COBRAM
this 3rd day of April 2015.

J. Hay
Signature of person making this declaration
[to be signed in front of an authorised witness]

Before me,
Nicholas White
Signature of Authorised Witness

NICHOLAS WHITE
PHARMACIST
28 PUNT RD, COBRAM 3644

The authorised witness must print or stamp his or her name, address and title under section 107A of the Evidence (Miscellaneous Provisions) Act 1958 (as of 1 January 2010) (previously Evidence Act 1958), (eg. Justice of the Peace, Pharmacist, Police Officer, Court Registrar, Bank Officer, Medical Practitioner/Dentist).

PH: 58 721 143

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

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ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

The Caravan Park

A small eco-friendly caravan park facility to be built in 5 stages plus further expansion.

Stage 1. Primary residence, an office and shedding, to house generators etc. All of the buildings will be constructed of a mixture of colour bond, timber, besser block and steel, with colours and designs so as to blend in with the environment. We will also initially purchase two water tanks and sink a bore. A pump shed and pump will be put in place for initial irrigation, fire fighting and emergency water.

Stage 2. Trees and gardens planted with irrigation an amenities block and camp kitchen to be completed within 6 - 12 months after the completion of the residence. Also extra firefighting water tanks so as to comply with regulations.

Stage 3. Small area to be set up with approximately 25 powered sites and 10 unpowered sites, so as to test the functionality of the park and it's systems, to be completed within the time frame of stage two, ie the park should be ready to start trading around twelve months after completion of the primary residence.

Stage 4. Four to six cabins and around another 25 powered sites or possibly some safari tents. We will also purchase two more rain water tanks. This should be completed within the first two years.

Stage 5. Some family entertainment facilities, ie, tennis court, putt putt, push bike track, large chess board, pool etc etc. The exact make up of these items are yet to be determined, but will largely comprise of a mixture of customers requests and funds available. These will be started after the first twelve months and completed as funds permit.

Stage 6. Future expansion subject to funds and approval.

FILE NO: 5201399
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ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

All buildings will be constructed of eco-friendly colorbond, steel and timber so as to blend in with the surrounds. The bunkhouses will sleep up to 12 people and the cabin should accommodate up to 6. The safari tents (if allowed) will be constructed of fridge panel and canvas and will be totally portable. These should only sleep 2 people.

All facilities/ activities will be constructed of expected material, ie horse yards are to be post and rail, putt putt is to be concrete and timber, basketball court will be concrete etc.

The property will be powered initially via solar power with battery storage and backup silenced generators. At this stage the septic system will be a Taylex ABS system, to accommodate up to 100 people. (this system will cope with future expansion)

We are planning to plant several hundred trees and have as much grass as possible, however where there is a need for drive ways, paths, storage yards etc these areas will be initially made of gravel.

Our water will be via several sources. Initially, artesian ground water pumped to tanks from storage, then rainwater tanks will be added, and finally filtered river water for emergencies, irrigation and fire fighting.

The clientele will consist initially of tourists only, building to sporting groups, tourists and 10 to 20 annual clients. We do not intend on having any permanent residents residing in the park as we believe that they would detract from the look and feel of a tourist park, not to mention that they generally look untidy and we feel there are enough parks in the Moira shire that service this type of clientele.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

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ATTACHMENT No [4] - Applicant's Response to DEPI Further Information Request

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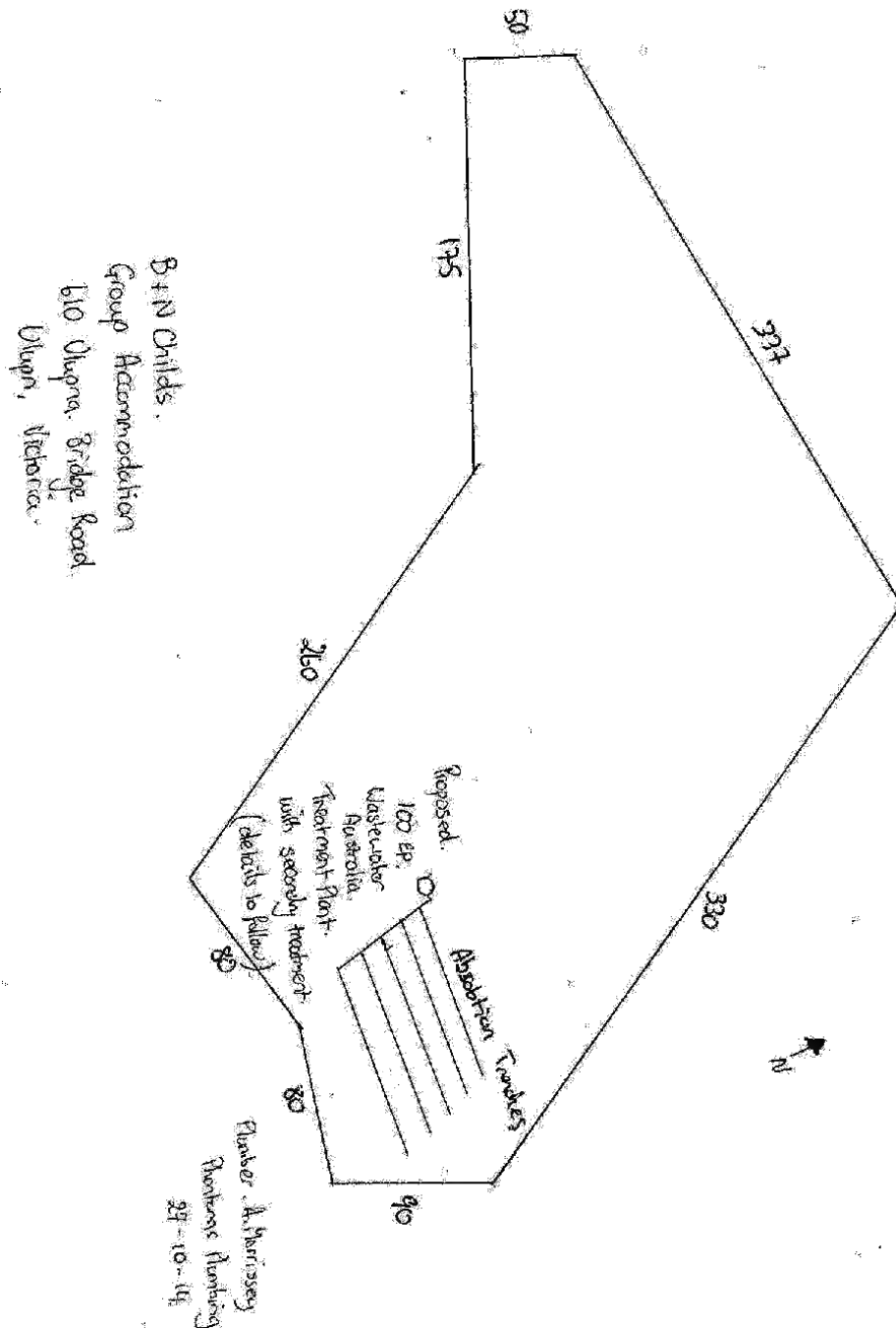
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FILE NO: 5201399
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ATTACHMENT No [7] - Proposed Waste Water Management Plan Submitted



FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [8] - Proposed Landscaping Plan

Proposed Landscaping Plan

Area marked as 10. These will be large campsites separated by garden beds, with small to medium shrubs, ie banksias, grevilleas and callistemons. All a maximum of 2m height.

Service Yard. The service yard will be bordered by screening plants of upto 4m in height and will be a mixture of callistemons, banksias and hakea's and if required pittosporums.

Generator Shed. This area again will be screened by callistemons and kunzeas

Cabins. The cabins will have some small to medium shade trees and around the front of the cabins will be small flowering plants and bushes. These will be a mixture of, red boronias, callistemons, kangaroo paws, red flowering gums and alpine daisies.

Amenities and Camp Kitchen. This area will be surrounded on most sides by callistemons, red boronias, fringe myrtles and dodonaea viscosas.

Water Tanks. The water tanks will be hidden behind plants such as, callistemons, grevilleas, kuzeas and myopoum floribundum

Driveway The entry driveway will be bordered by large palms, goodie lotifolia and kunzeas.

Office garden (X). This garden, will hopefully be larger than depicted in the diagram, but will depend on final placement of roads and other infrastructure, will have some or all of the following plant varieties, grevillea fastigia, small melalua, small acacias, dwarfed flowering gums, dwarf delight anicozanthos, red boronias and some cycads. This will also be mirrored around the dwelling and any other area that requires a garden bed.

Trees labelled as J jacarandas

Area under existing Gums to be fenced off from public. To be added under and around the existing gums will be, small shrubs such as callistemons, red flowering gums, grevilleas and acacias.

Proposed Landscape Buffer. These areas will have at least three rows of trees

Row 1. A mixture of black booyong, waratah, koonooka and weeping pittosporum

Row 2. A mixture of silver banksias, lemon myrtles and red flowering gums

Row 3. Callistemons, berrigans, banksias and grevilleas

Other . Also sprinkled around the whole property in amongst other vegetation will be other natives such as, kangaroo paw, grass trees, yuccas, elderberry, waxflower, native frangipani and several varieties of native grasses.

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
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APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [9] - Email from Cultural Heritage Co-ordinator

Martina Foley

From: Gaye Sutherland <gayer@gbcma.vic.gov.au>
Sent: Wednesday, 6 August 2014 11:35 PM
To: Martina Foley
Cc: Gary Deayton
Subject: Caravan Park Proposal Ulupna
Attachments: Practice-Note-Significant-Ground-Disturbance-amended-03112010.pdf

Hi Martina,

Thanks for sending through the information.

I have attached for your information a practice note from AAV on Significant Ground Disturbance.

I do not believe that the affidavit provides proof of significant disturbance, and would therefore suggest that at this stage there is insufficient evidence presented to determine that the activity area has been subject to significant ground disturbance.

Within the attached practice note look specifically at: "How can a sponsor determine whether significant ground disturbance has occurred?(pp. 3 & 4)." The level of information provided in the affidavit does not reflect what is required to determine significant disturbance.

The statutory declaration could be seen as a document constructed specifically to meet the definition of significant disturbance in relation to deep ripping, as 600mm it would seem is known to the owner as what is defined in the regulations. The statutory authorisation also states ironically that the deep ripping was particularly prevalent on the area of the proposed group accommodation facility.

"Deep ripping is defined in the regulations to mean 'ploughing of soil using a ripper or subsoil cultivation tool to a depth of 60 centimetres or more'. VCAT has determined that a ripper or subsoil cultivation tool must be distinguished from conventional ploughs or topsoil cultivation tools such as disc ploughs or rotary hoes which are not sufficient to show significant ground disturbance".

I also come from a family of farmers, when I asked the question would you ever deep rip on sand?, the response from all was "no, there is no need to".

Deep ripping is used to break up dense sub-soils and break through clay pans. This would never be the case on a sand dune, so I would question why this would be the case.

As to the sand removal, where is the evidence of this? Can the owner provide any photographic evidence or aerial photography to support prior disturbance?

I would suggest based on the practice note that 'The responsible authority should require evidence of support for claims that there has been significant ground disturbance of an area'. I do not accept that the statutory authority is appropriate evidence in this case, and could be viewed as a statement of what the owner thinks he needs to say to get the permit through.

Secondly, as discussed I believe that a CHMP should have been undertaken for this site originally as the access road, cuts across the area of cultural sensitivity, and is greater than 100 metres. Regulation 6 states that a CHMP is required if all or part of the activity area for the activity is an area of cultural heritage sensitivity. Although the Council may potentially have breached the Act by issuing the statutory authorisation, I would question whether this then removes the need for the Sponsor to meet the requirements of the Act under 46a, which states that 'a cultural heritage

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

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ATTACHMENT No [9] - Email from Cultural Heritage Co-ordinator

management plan is required under this Part for a proposed activity if a) the regulations require the preparation of the plan for the activity'.

In my opinion the comment made from Spirre, that the dwelling does not form part of the Caravan Park and is a 'stand alone dwelling' is questionable. If the house is not a caretakers cottage then why would it be being built on the property? It is clearly linked via access driveways to the Caravan Park, and therefore should be considered as part of the Caravan Park.

Alternatively, if Spirre were to continue to argue that the house has nothing to do with the Caravan Park, then Section 50 b) could potentially be triggered – a statutory authorisation is required if (an amendment to a permit if a) the amendment allows a change to the use or development of the land for all or part of the activity).

Ultimately, this is about the protection of Aboriginal cultural heritage. The area of cultural sensitivity as determined by the Act is an arbitrary layer created from a low resolution geomorphological map that shows the source bordering dune to the east of the site. That does not mean that this area is not an extension of that same source bordering dune. The low resolution map should not be used as a clear cut case to where things lie in the landscape. This particular area has very high significance with known burials occurring in other source bordering dunes nearby. The 600 mm deep ripping rule also does not adequately cover source bordering dunes as there is often no topsoil, and due to the shifting nature of sand cultural heritage can occur at irregular depths (including far greater than 600mm), as the original surface layer/ area of Aboriginal occupation can be quickly covered over by sands.

A CHMP in this case would provide the sponsor with a legal protection if any Aboriginal cultural heritage was discovered/ harmed during the development, and would provide clear directions about how risks should be managed and contingency measures to be followed if Aboriginal cultural heritage was located.

As mentioned today Martina, I think it would be wise to seek the advice of Aboriginal Affairs Victoria in this case, as these are my interpretations of the issue at hand, and they be able to offer further opinion/ advice that is of assistance. I am happy for you to forward my email to francisco.almeida@dpcd.vic.gov.au, or he can be contacted on 03 5722 7104.

Gaye Sutherland
Indigenous Natural Resource Management
(Cultural Heritage) Co-ordinator
Goulburn Broken Catchment Management Authority
Ph: (03) 58 227 723
Mb: 0437 462 454



FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [10] - Email from Manager of Hume Heritage Programs

Martina Foley

From: francisco.almeida@dpc.vic.gov.au
Sent: Monday, 11 August 2014 10:18 AM
To: Amanda Mathers
Cc: 'francisco.almeida@dpc.vic.gov.au'; 'gayes@gbcma.vic.gov.au'; 'trevor.byers@depi.vic.gov.au'
Subject: Re: 5/2013/99 - 610 Ulupna Bridge Road, Ulupna [SEC=UNCLASSIFIED]
Attachments: 06-016a.pdf

Dear Amanda,

I have carefully looked at the provided documents and e-mail correspondence, and, given the high sensitivity of this area, with a high potential for Aboriginal Ancestral Remains and other Cultural Heritage to be present in the area to be affected by the proposed development, I have to agree completely with the comments provided by Gaye Sutherland.

The information provided by the sponsor on previous significant ground disturbance (PSGD) is clearly insufficient and, for all purposes, in order for significant ground disturbance to be argued so that a Cultural heritage Management Plan is not considered as mandatory, documentation must be provided that SPGD occurred in the Total area where the planned activity is to take place. This is obviously not the case.

Even in cases where Cultural Heritage Management Plans are not mandatory, the Harm provisions of the act are still in place. That is, if harm occurs, or is likely to occur during an activity, penalties apply, under the Aboriginal Heritage Act 2006 and Regulations. I am sending you, as an attachment, a pdf version of the act. Special attention must be taken to sections 27 and 28. You may want to discuss them with the activity proponent.

I would strongly recommend the Moira Council not to issue a permit for this activity until complete certainty that the sponsor is fulfilling his obligations under the Aboriginal Heritage Act 2006.

I hope this helps

Best regards

Francisco Almeida

Francisco Almeida Dr | Manager

Hume Heritage Programs,

Office of Aboriginal Affairs Victoria, in partnership with Regional Development Victoria

Location: address:Lvl 1, 62-68 Ovens Street, WANGARATTA 3677

T: 03 5722 7120 | M: 0407266610 | F: 03 5722 7109 |

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED
USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON
LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A,
SECTION B, PARISH OF STRATHMERTON (cont'd)**

ATTACHMENT No [10] - Email from Manager of Hume Heritage Programs

E-mail: Francisco.Almeida@dpc.vic.gov.au

Please consider the environment before printing this email

From: Amanda Mathers <AMathers@moira.vic.gov.au>
To: "revor.byers@depi.vic.gov.au" <revor.byers@depi.vic.gov.au>
Cc: "francisco.almeida@dpcd.vic.gov.au" <francisco.almeida@dpcd.vic.gov.au>, "gayes@gboma.vic.gov.au" <gayes@gboma.vic.gov.au>
Date: 11/09/2014 09:28 AM
Subject: 5/2013/99 - 810 Ulupna Bridge Road, Ulupna

Please find attached further information response and e-mail from Gaye Sutherland regarding Cultural Heritage for your comments.

Should you have any questions, please do not hesitate to contact me.

Regards

Amanda Mathers
Business Support Officer
Development Services

20 Box 578 Cooram Vic 3643
44 Station Street Cooram Vic 3644
Phone: (03) 5871 9222
Fax: (03) 5872 1567
www.moira.vic.gov.au

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FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [10] - Email from Manager of Hume Heritage Programs

the latest anti-virus software prior to opening.
[attachment, "Email Caravan Park Proposal Ulupna.html" deleted by Francisco Almeida/DFC]
[attachment, "image001.jpg" deleted by Francisco Almeida/DFC] [attachment "Practice-Note-
Significant-Ground-Disturbance-amended-03112010.pdf" deleted by Francisco Almeida/DFC]
[attachment, "5201399 - 610 Ulupna Bridge Road Ulupna - Application to amend planning
permit.PDF" deleted by Francisco Almeida/DFC]

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND PERMIT 5201399 TO CHANGE THE PERMITTED USE TO CARAVAN PARK ETC. AT ULUPNA BRIDGE ROAD, ULUPNA ON LANDS KNOWN AS LOT 1 ON TP116726 AND CROWN ALLOTMENT 43A, SECTION B, PARISH OF STRATHMERTON (cont'd)

ATTACHMENT No [11] - Email from Cultural Heritage Co-ordinator January 2015

Martina Foley

From: Gaye Sutherland <chcoordinator@yynac.com.au>
Sent: Wednesday, 21 January 2015 4:54 PM
To: Martina Foley
Subject: Ulupna Bridge Road - proposed development.
Attachments: image001.gif; image002.jpg; image003.jpg; image004.jpg
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Martina,

I have spoken to Ray today (Cultural Heritage Manager YYNAC) and Sue Walker (Receptionist YYNAC).

We did receive one email from Jane, but as it came through reception rather than to chcoordinator@yynac.com.au, and it was not forwarded on. I have had no missed calls.

The email is forwarded below.

There appears to be some misunderstanding that will need clarification when I return. I did not suggest that a CHMP would not be required, but what I did discuss was that potentially the methodology for the complex assessment (controlled excavation), might be minimised by including in the recommendations that all excavations as part of the development are to be monitored to ensure compliancy with the contingency measures in the CHMP.

This would need to be worked through via further discussion with the Cultural Heritage Advisor for the CHMP and the sponsor (developer) and/or sponsors agent.

It is difficult to give estimates around the cost of the complex assessment prior to a standard assessment (ground survey) as we have nothing to go off. The desktop and standard assessment assist in informing the likelihood of cultural heritage being present, and in determining the need for the complex assessment.

Martina, you might like to forward the list of CHA's that you have from the other Ulupna Bridge Rd development onto Jane Macey, if she would like to get a potential cost estimate.

I will be back on board on the 30th if you need to discuss further. Ray would prefer to wait until my return given that he was not present for the earlier meetings.

Thanks Gaye Sutherland.

From: YYNAC Reception
Sent: Wednesday, 21 January 2015 12:17 PM
To: 'gayer@gbcma.vic.gov.au'; Gaye Sutherland
Subject: FW: Attn: Gaye Sutherland

From: Jane Macey [<mailto:Jane.Macey@spire.com.au>]
Sent: 17 November 2014 15:35

FILE NO: 5201399
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.7
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

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ATTACHMENT No [11] - Email from Cultural Heritage Co-ordinator January 2015

To: YYNAC Reception
Subject: Attn: Gaye Sutherland

Hi Gaye

How are you?

There are a couple of matters I would like to discuss with you. I've summarised them below, but would also be happy to come across to your office to discuss in person if that suits?

Ulupna Bridge Road, Ulupna

- As you are aware Spiire acts for the proponent of the proposed caravan park to be located at 610 Ulupna bridge Road, Ulupna.
- At our site meeting, it was indicated that Yorta Yorta may not require a CHMP be prepared for the development on the basis that the site be monitored during the construction period.
- Council is requiring feedback from Yorta Yorta in this regard, and if the above is correct, are you able to write to Council advising them?

Cultural Archaeologists and CHMP process

- At our site meeting you indicated there are some Aboriginal cultural heritage archaeologists you could suggest to me. I'm wondering if you could let me know who these are so I can add them to our list of contacts.
- Also, I'm keen to understand more about the CHMP process, especially timelines etc when additional digs are required. Is there a website that could guide me in this regard?

As I said earlier, I'm happy to meet with you to discuss these points if that would suit better.

I look forward to hearing from you.

Regards

Jane

[\[cid:image001.gif@01D0027B.FBC180E0\]](#)

Jane Macey | Principal (Planning)
t +61 3 5849 1007 m +61 407 884 982

144 Welsford St, PO Box 926 Shepparton VIC 3630 Australia

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ATTACHMENT No [11] - Email from Cultural Heritage Co-ordinator January 2015

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FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.8
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND CONDITION ON PERMIT 52013662 - BUILDINGS & WORKS: EXTENSION TO HOTEL, ALTERATION OF LIQUOR LICENCE & REDUCTION IN CAR PARKING REQUIREMENTS AT 7-9 CARTER STREET, KATUNGA

RECOMMENDATION

That a Notice of Refusal be issued for an Amendment to Planning Permit No. 52013662 on the following grounds:

1. The proposal is not consistent with Clause 52.06 of the Moira Planning Scheme.
2. The proposal is not in the interest of the orderly planning of the area.

1. Executive Summary

An application to amend a permit has been lodged requesting an alteration to the timeframe in a permit condition relating to a Section 173 Agreement for the provision of car parking on adjoining Vic Track owned land.

It is required from the developer to enter into an agreement with Vic Track prior to commencement of the development. The applicant is seeking to delay entering into the agreement for approximately 12 months, to allow the development to proceed.

Council is not able to condition the delay entering into an agreement with Vic Track as part of the permit conditions and if, for some reason the agreement with Vic Track does not eventuate, Council has no legal mechanism to withdraw the permit either. It is considered that it is not in the interest of orderly development of the area to allow the applicant to begin works in the absence of the agreement.

Prior to this application, a permit was issued on the land in 2007 for the purposes of a coffee shop, bakery and licensed function room. One of the conditions in this permit required the provision of 6 parking bays. To date, the applicant was not able to satisfy this requirement.

The application has been referred to Council's Infrastructure Planning Department, recommending that the amendment not be supported.

It is recommended that Council refuse the application to amend the permit.

2. Background and Options

Subject Application Details

Applicant: Spiire
Owner: P & M Van Den Goor - Van Lier Pty Ltd
Land Address: 7-9 Carter Street, Katunga
Title Details: Lot 1 LP21639
File No: 52013662
Zone: Township Zone (TZ)
Overlays: None

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

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Key Issues

- Car Parking Requirements
- Orderly Development

This report relates to 7-9 Carter Street, Katunga; a property known as Clydesdale Hotel. It is located on the southern side of the main street in Katunga. The western boundary is Crown Allotment 1G Section E, which is in the ownership of VicTrack. Currently the customers of the Clydesdale Hotel park their cars on this property but there is no formal agreement or lease arrangement governing its use.



On 16 June 2014 permit 52013662 was issued for Buildings & Works – extension to hotel, alteration to liquor license and reduction in car parking requirement. A copy of the permit is attached here as Attachment 1.

In assessing the application, the Planning Scheme requires that the car parking requirements for the extension be considered. The proposed increase in patrons by 50 people triggers a requirement for car 20 parking spaces in addition to the 6 no. spaces required by Permit TP00/142, a total requirement of 26 spaces. Accordingly the permit required that the proponent enter into a Section 173 Agreement with VicTrack and Moira Shire Council to formalise the car parking arrangement.

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

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On 23 August 2014 an application to amend the permit was received. A copy of the application is attached as Attachment 2. The application form states as follows:

The amendment seeks to amend a current condition. It is requested Condition 4 be amended to allow additional time for the required s173 Agreement to be prepared and entered into.

In the supporting letter the Applicant (Attachment 3) states:

...our client would like to act on the planning permit immediately (subject to complying with other conditions on the permit), therefore it is respectfully requested of Council that Condition 4 be amended to read as follows:

"Within 12 months of the permit being issued, the owner must enter into an agreement with the Responsible Authority...."

Currently Condition 4 states:

Before the development starts, the owner must enter into an agreement with the Responsible Authority and adjoining owners Vic Track, made pursuant to Section 173 of the Planning and Environment Act 1987 to provide that:

- *car parking and access associated with the hotel will be provided on Crown Allotment 1G, Section C, Parish of Katunga, except with the written consent of the Responsible Authority, in accordance with the plans endorsed as part of Planning Permit 5/2013/662, and*
- *car parking and access area will be properly constructed and maintained in accordance with the endorsed plans.*

The Agreement must be prepared by the developer at the developers cost unless Council has been requested in writing to prepare it in which case all costs associated with the preparation and registration of the agreement must be borne by the applicant. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it may become a compliance issue.

5. Internal and External Consultation

Pre-Lodgement Consultation

Prior to lodging this Amendment Application the Applicant discussed their intention to lodge with Council's Town Planner and Manager of Town Planning and Building.

Internal Consultation

The proposed amendment was referred internally to the Infrastructure Planning Department. The Department's response states:

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

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The land that is the subject of the agreement is not controlled by the applicant or Council. Without an agreement (per Condition 4), Council has no ability to approve works are the subject of conditions 5 and 7. Without an agreement for works on the VicTrack land the conditions would need to be complied with using land owned by the applicant. If Council was to agree to an amendment of condition 4 the whole development would be delayed as no approval of plans per condition 7 could be offered.

The amendment is not supported. Without the agreement, the applicant has an issue of compliance with respect to car parking areas. Without car parking, the applicant cannot commence the development.

This is the principal reason that this report recommends refusal.

Consultation with Applicant

A meeting took place in Katunga on 19 November 2014 with the Applicant, the Owner, Council's Town Planner, Manager of Town Planning and Building, Manager of Construction and Assets and Executive Manager Business and Innovation. A number of issues, including this application were discussed.

6. Regional Context

There is no regional context associated with this application.

7. Council Plan Strategy

It is considered that the subject development is inconsistent with the following strategies set out in the Council Plan:

- Environment – that Moira will responsibly manage its environment, and
- Infrastructure – that Moira will be a 'best practice' environment.

8. Legislative / Policy Implications

Moira Planning Scheme: Clause 52.06 – Car Parking

The purpose of this clause, amongst others, is:

To ensure the provision of an appropriate number of car parking spaces having regard to the demand likely to be generated, the activities on the land and the nature of the locality.

To ensure that car parking does not adversely affect the amenity of the locality.

To ensure that the design and location of car parking is of a high standard, creates a safe environment for users and enables easy and efficient use.

Clause 52.06 set out Moira Shire's Car Parking policy and requirements. It states that before:

- a new use commences; or
- the floor area or site area of an existing use is increased; or
- an existing use is increased by the measure specified in Column C of Table 1 in Clause 52.06-5 for that use,

the number of car parking spaces required under Clause 52.06-5 or in a schedule to the Parking Overlay must be provided to the satisfaction of the responsible authority (our emphasis).

FILE NO: 52013662
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It is considered that allowing the development to occur before the car parking issue is resolved is not in the interest of the orderly planning of the area.

The decision guidelines of Clause 65

Before deciding on an application or approval of a plan, the responsible authority must consider, among other guidelines:

- *The orderly planning of the area.*
- *The effect on the amenity of the area.*
- *The proximity of the land to any public land.*

The matters set out in Clause 65 have been considered. In this instance particular emphasis must be placed upon the orderly planning of the area which in this case is best served through a refusal.

9. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

10. Conclusion

It is recommended that an application to amend Permit 5/2013/662 be refused as it would be contrary to the orderly planning and development of the area. This request to delay entering into an agreement with Vic Track could not be conditioned in the permit and there is no legal mechanism to withdraw the permit if the Vic Track agreement does not eventuate.

To approve the amendment would allow development to occur in the absence of any certainty that the car parking requirements can be met and, significantly, in effect allow the proponent to continue to utilise land outside of their ownership without any formal agreement.

Furthermore, a previous permit issued on the land in 2007 was for the purposes of a coffee shop, bakery and licensed function room. One of the conditions in this permit required the applicant to provide 6 car parking spaces on the land. The applicant was not able to satisfy this condition to date.

Attachments


- 1 Permit 5/2013/662 issued 16 June 2014
- 2 Application to Amend Planning Permit Form
- 3 Amendment Application Supporting Letter

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ATTACHMENT No [1] - Permit 5/2013/662 issued 16 June 2014



PLANNING PERMIT
Planning Permit No: 5/2013/662

Moirra Planning Scheme
Responsible Authority: Moira Shire Council

ADDRESS OF THE LAND: 7-9 Carter Street KATUNGA

LAND TITLE PARTICULARS: Lot: 1 LP21639

THE PERMIT ALLOWS: Buildings & Works - Extension to Hotel, Alteration of Liquor Licence and reduction in car parking requirement

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

(1) Before the development 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 the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with *the plans submitted with the application* but modified to show:

- (a) A site Plan showing car parking arrangements in accordance with Condition 5, and
- (b) Drainage plan and computations are required by Condition 7.

(2) The development as shown on the endorsed plans must not be altered *without the written consent of the Responsible Authority*.


(3) The use may operate only between the hours of:

Sunday	Between 10 a.m. and 11 p.m.
Good Friday & Anzac Day	Between 12 noon and 11 p.m.
Monday to Saturday	Between 7 a.m. and 1 a.m. (the following morning)

(4) Before the development starts, the owner must enter into an agreement with the Responsible Authority and adjoining owners Vic Track, made pursuant to Section 173 of the *Planning and Environment Act 1987* to provide that:

- car parking and access associated with the hotel will be provided on Crown Allotment 1G, Section C, Parish of Katunga, except with the written consent of the Responsible Authority, in accordance with the plans endorsed as part of Planning Permit 5/2013/662, and

Date issued: 16 June 2014

Signature for the Responsible Authority: 


Peter Stenhouse
(Statutory Planning Co-ordinator)

FILE NO: 52013662
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ATTACHMENT No [1] - Permit 5/2013/662 issued 16 June 2014



- Car parking and access area will be properly constructed and maintained in accordance with the endorsed plans.
The Agreement must be prepared by the developer at the developers cost unless Council has been requested in writing to prepare it in which case all costs associated with the preparation and registration of the agreement must be borne by the applicant. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.

(5) Prior to the issuing of a certificate of final inspection 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 surface,
- (d) drained, and
- (e) marked to indicate each car space and all access lanes

to the satisfaction of the Responsible Authority.
The car parking area must include the 6 spaces permitted as part of Planning Permit TP00/142 and additional spaces to the satisfaction of the responsible authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times.

(6) All stormwater and surface water discharging from the site, buildings and works, including the subject lot and the car parking area on Crown Allotment 1G, Section C, Parish of Katunga, must be independently drained with all stormwater and surface water conveyed to two separate the legal points of discharge, by underground pipe drains to the satisfaction of the Responsible Authority.
No effluent, polluted or domestic waste water of any type may be allowed to enter the Council's stormwater drainage system or any road, stream, river or other waterway reserve.
All waste water must be contained within each allotment.
No stormwater, surface water or irrigation water must be directed or caused to be directed into a roadside drainage system, unless otherwise approved in writing by the Responsible Authority.

(7) Before any of the works allowed by this permit can be started, a properly prepared drainage plan with computations, showing how each lot will be independently drained, must be submitted to and approved by the Responsible Authority. The stormwater drainage system for the development must incorporate measures to enhance stormwater discharge quality from the site and protect downstream waterways.

(8) Prior to the issuing of a certificate of final inspection the drainage detailed in the approved Drainage Discharge Plan must be constructed to the satisfaction of the Responsible Authority.


Date issued: 16 June 2014
Signature for the Responsible Authority: 
Peter Stenhouse
(Statutory Planning Co-ordinator)

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ATTACHMENT No [1] - Permit 5/2013/662 issued 16 June 2014



(9) Not more than 150 patrons may be present on the premises at any one time without the written consent of the Responsible Authority.

(10) Noise levels emanating from the premises must not exceed those required to be met under State Environment Protection Policy (Control of Music Noise from Public Premises), No. N-2.

(11) This permit will expire if one of the following circumstances applies:

- The development is not started within two years of the date of this permit.
- The development is not completed within two years of the date of commencement.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.


Permit Notes

(1) Unless no permit is required under the planning scheme, no sign must be constructed or displayed without a further permit.

(2) This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.

(3) Extension must comply with the Food Act and Tobacco Act legislation.

Date issued: 16 June 2014


Signature for the Responsible Authority: 
Peter Stenhouse
(Statutory Planning Co-ordinator)

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ATTACHMENT No [1] - Permit 5/2013/662 issued 16 June 2014



PLANNING PERMIT

IMPORTANT INFORMATION ABOUT THIS PLANNING PERMIT

What has been decided?

The Responsible Authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

When does a permit begin?
A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

When does a permit expire?

1. A permit for the development of land expires if—
 - a) the development, or any stage of it, does not start within the time specified in the permit;
 - b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - c) the development, or any stage of it, is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit, or, in the case of a subdivision or consolidation, within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - a) the development or any stage of it does not start within the time specified in the permit; or
 - b) the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - c) the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - a) the use or development of any stage is to be taken to have started when the plan is certified; and
 - b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

What about appeals?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form, which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.8
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND CONDITION ON PERMIT 52013662 - BUILDINGS & WORKS: EXTENSION TO HOTEL, ALTERATION OF LIQUOR LICENCE & REDUCTION IN CAR PARKING REQUIREMENTS AT 7-9 CARTER STREET, KATUNGA (cont'd)

ATTACHMENT No [2] - Application to Amend Planning Permit Form



Moir Shire Council
Planning Enquiries
Phone: 03 5671 9222
Web: www.moir.vic.gov.au

Clear Form

Office Use Only Application No.: Date Lodged: / /

Application to
AMEND a Planning Permit

If you need help to complete this form, read [How to complete the amend a Planning Permit form](#).

- ⚠ Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.
- ⚠ This form cannot be used to amend a permit issued at the direction of VCAT.
- ⚠ Questions marked with an asterisk (*) are mandatory and must be completed.

The Land 1

1 Address of the land. Complete the Street Address and one of the Formal Land Descriptions:

Street Address *

Unit No.:	St. No.: 7-9	St. Name: Carter Street
Suburb/Locality: Katunga		Postcode: 3840

Formal Land Description *
Complete either A or B.

⚠ This information can be found on the certificate of title.

A Lot No.: 1 Lodged Plan Title Plan Plan of Subdivision No.: 21639

OR

B Crown Allotment No.: Section No.:

Parish/Township Name:

If this application relates to more than one address, please click this button and enter relevant details: [Add Address](#)

Planning Permit Details 1

2 What permit is being amended? *

Planning Permit No.: 52013/662

The Amended Proposal 1

⚠ You must give full details of the amendment being applied for. Insufficient or unclear information will delay your application.

3 What is the amendment being applied for? *

- Indicate the type of changes proposed to the permit.
- List details of the proposed changes.

If the space provided is insufficient, attach a separate sheet.

This application seeks to amend:

what the permit allows plans endorsed under the permit

current conditions of the permit other documents endorsed under the permit

Details: The amendment seeks to amend a current condition. It is requested Condition 4 be amended to allow additional time for the required s173 Agreement to be prepared and entered into. (see attached letter).

Provide plans clearly identifying all proposed changes to the endorsed plans, together with any information required by the planning scheme, requested by Council or outlined in a Council checklist, and if required, include a description of the likely effect of the proposal.

Development Cost 1

4 Estimate cost of development? *

If the permit allows development, estimate the cost difference between the development allowed by the permit and the development to be allowed by the amended permit.

Cost of proposed amended development	Cost of the permitted development	Cost difference (+ or -)
\$ N/A	\$ N/A	\$ N/A

Insert 'N/A' if no development is proposed by the permit (eg. change of use, subdivision, removal of covenant)

⚠ You may be required to verify this estimate.

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.8
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

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ATTACHMENT No [2] - Application to Amend Planning Permit Form

Existing Conditions 1

5 Describe how the land is used and developed now *
eg. vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Have the conditions of the land changed since the time of the original permit application? Yes No
If yes, please provide details of the existing conditions.

Provide a plan of the existing conditions if the conditions have changed since the time of the original permit application. Photos are also helpful.

Title Information 1

6 Encumbrances on title *
If you need help about the title, read: [How to complete the Application to Amend a Planning Permit form](#)

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

Yes. (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
 No.
 Not applicable (no such encumbrance applies).

Provide a full, current copy of the title for each individual parcel of land forming the subject site. (The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', eg. restrictive covenants.)

Applicant and Owner Details 1

7 Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Please provide at least one contact phone number *

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Name: Title: First Name: Surname:

Organisation (if applicable): P & M Van Den Goor Van Lier Pty Ltd

Postal Address: Unit No.: St. No.: St. Name:

Suburb/Locality: State: Postcode:

Contact person's details * Same as applicant (if so, go to 'contact information')

Name: Title: Ms. First Name: Jane Surname: Macey

Organisation (if applicable): Spire Australia Pty Ltd

Postal Address: Unit No.: St. No.: St. Name: PO Box 926

Suburb/Locality: Shepparton State: VIC Postcode: 3632

Contact Information:

Business Phone: 58491007 Email: jane.macey@spire.com.au

Mobile Phone: 0407884982 Fax:

Name: Title: First Name: Surname: Same as applicant:

Organisation (if applicable): P & M Van Den Goor Van Lier Pty Ltd

Postal Address: Unit No.: St. No.: St. Name:

Suburb/Locality: State: Postcode:

Owner's Signature (Optional): Date:

dd / mm / yyyy

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.8
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND CONDITION ON PERMIT 52013662 - BUILDINGS & WORKS: EXTENSION TO HOTEL, ALTERATION OF LIQUOR LICENCE & REDUCTION IN CAR PARKING REQUIREMENTS AT 7-9 CARTER STREET, KATUNGA (cont'd)

ATTACHMENT No [2] - Application to Amend Planning Permit Form

Declaration

8 This form must be signed by the applicant *

Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; that all the information in this application is true and correct; that all changes to the permit and plan have been listed as part of the amendment proposal at Question 3 of this form; and that the owner (if not myself) has been notified of the permit application.

Signature: *B. Barnes*
on behalf of *J. Macey*

Date: 25/06/2014
dd / mm / yyyy

Need help with the Application?

If you need help to complete this form, read [How to complete the Application to Amend a Planning Permit Form](#) or contact Council's planning department. General information about the planning process is available at www.dpcd.vic.gov.au/planning

Contact Council's planning department to discuss the specific requirements for this application and obtain a checklist. Insufficient or unclear information may delay your application.

9 Has there been a pre-application meeting with a council planning officer?

No Yes

If 'yes', with whom?: *Martina Foley and Jorina Bothma*

Date: 08/07/2014

dd / mm / yyyy

Checklist

10 Have you:

Filled in the form completely?

Paid or included the application fee?

Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

Attached all necessary supporting information and documents?

Completed the relevant council planning permit checklist?

Signed the declaration (section 8)?

Lodgement

Lodge the completed and signed form, the fee payment and all documents with:

Moira Shire Council
PO Box 578 Cobram VIC 3643
44 Station Street Cobram VIC 3644

Contact information:
Telephone: 03 5871 9222
Fax: 03 5872 1567
Email: webmaster@moira.vic.gov.au
DX: 37801

Deliver application in person, by fax, or by post:



Make sure you deliver any required supporting information and necessary payment when you deliver this form to the above mentioned address. This is usually your local council but can sometimes be the Minister for Planning or another body.

Save Form:



You can save this application form to your computer to complete or review later or email it to others to complete relevant sections.

FILE NO: 52013662
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.8
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

APPLICATION TO AMEND CONDITION ON PERMIT 52013662 - BUILDINGS & WORKS: EXTENSION TO HOTEL, ALTERATION OF LIQUOR LICENCE & REDUCTION IN CAR PARKING REQUIREMENTS AT 7-9 CARTER STREET, KATUNGA (cont'd)

ATTACHMENT No [3] - Amendment Application Supporting Letter



Our Reference 138247 PL04
Your Reference Planning Permit No. 5/2013/662

22 August 2014

Ms Martina Foley
Town Planner
Moirā Shire Council
PO Box 578
Cobram VIC 3643

Dear Martina

7-9 Carter Street, Katunga
Application to Amend Planning Permit No. 5/2013/662

As you are aware, Spiire Australia acts on behalf of P & M Van Den Goor Van Lier Pty Ltd in regard to the above mentioned planning permit.

Planning Permit No. 5/2013/662 allows for the extension to hotel, alteration of liquor license and reduction in car parking requirement at the existing hotel at 7-9 Carter Street, Katunga.

Condition 4 of the planning permit requires the owner to enter into a Section 173 Agreement with the Responsible Authority and Vic Track prior to the development starting. As discussed with you at our recent meeting, the applicant's solicitor has indicated Vic Track has provided in-principle support for the use of their land for access into the subject site, however it is likely to take several months for this support to be formalised through the entering of a s173 Agreement.

As previously discussed, our client would like to act on the planning permit immediately (subject to complying with other conditions on the permit), therefore it is respectfully requested of Council that Condition 4 be amended to read as follows:

"Within 12 months of the permit being issued, the owner must enter into an agreement with the Responsible Authority..."

An Application to Amend a Planning Permit form and associated application fee of \$102 are attached.

If you have any queries please do not hesitate to contact me on 5849 1007.

Yours sincerely

Jane Macey
Senior Associate - Planning

Enclosure Application to Amend Planning Permit form
Cheque \$102
Copy to Ms Kelli Ritchie, SMR Legal, Shepparton (via email)

Spiire Australia Pty Ltd ABN 55 050 029 635 T 61 3 5849 1000 spiire.com.au
144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU

RECOMMENDATION

That Council:

1. Resolve to enter into a lease with the National Broadband Network Company to occupy land within the Wunghnu Recreation Reserve in Carlisle St Wunghnu for the construction of a telecommunications tower.
2. Authorise the CEO to sign and seal the lease documents.

1. Executive Summary

The National Broadband Network Company Limited (NBN Co) is designed to provide high speed broadband access to 100 percent of Australian premises using a combination of fibre optic cable, fixed wireless and satellite technologies.

The NBN Co has selected an area of land within the Wunghnu Recreation Reserve as a suitable site for the construction of a new 60 metre high lattice telecommunications tower and a fenced compound measuring 12 metres x 10 metres beneath the tower to be located immediately to the north of the existing netball courts.

In accordance with section 190 of the Local Government Act (LGA), Council placed a public notice of the proposed land lease in the Numurkah Leader on 3 December 2014 and invited submissions under section 223 of the LGA. No submissions were received by the closing date of 16 January 2015.

A resolution is sought from Council to sign and seal the lease documents.

2. Background and Options

NBN Co has investigated ten sites within Moira Shire to assess their suitability for the installation of NBN technology. Four of these sites are located on Council owned land or Crown Land managed by Council. The four Council sites are:

- 26 - 30 Belmore St Yarrawonga (rear of the Yarrawonga Library)
- 44 Station St Cobram (rear of Council's Service Centre)
- Strathmerton Recreation Reserve (Crown Reserve)
- Wunghnu Recreation Reserve (Crown Reserve)

Council has previously received separate reports in regard to the Cobram, Strathmerton and Yarrawonga sites and leases for these sites are now in place.

The proposed NBN Co lease discussed in this report relates to a section of land within the Wunghnu Recreation Reserve and is similar to the lease previously adopted by Council for the NBN Co site within the Strathmerton Recreation Reserve. Both sites are located on Crown Reserves and the proposed lease for the Wunghnu site has also been drafted in accordance with section 17D of the Crown Land (Reserves) Act 1978.

NBN Co proposes to construct a new 60 metre high lattice tower within a fenced compound measuring 10m x 12m at the Wunghnu site.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

It is proposed to place a number of panel antennas at the top of the tower and to house NBN's electronic equipment within a shed beneath the tower.

NBN was given permission to lodge a planning application which was advertised on 5 November 2014. Having received no objections to the application by the closing date of 19 November 2014, planning consent for the land use was granted on 16 December 2014.

NBN Co has provided a draft lease with a twenty year term for Council's consideration.

3. Financial Implications

The proposed rental payment in the first year of the lease is \$8,000 to be reviewed every three years. NBN Co is responsible for all costs associated with the project and the lease.

4. Risk Management

No significant additional risk has been introduced to Council as a result of the proposed lease and NBN Co will carry all risks associated with the construction of the tower and compound and will bear all of the risks associated with their activities.

5. Internal and External Consultation

The intent of this report is to seek Council's consent to enter into a new land lease to allow NBN Co to construct a telecommunications tower within the Wunghnu Recreation Reserve.

An advertisement of the proposed lease appeared in the Numurkah Leader on 3 December 2014. Members of the public were invited to make a submission on the proposed lease in accordance with section 223 of the LGA. No submissions were received.

The draft design of the proposed tower was provided to the Wunghnu Recreation Reserve Committee of Management and consultation with representatives has occurred. The Committee passed a resolution in support of the proposed lease to NBN Co at its meeting on 12 November 2014.

6. Regional Context

The National Broadband Network is a national project to provide high speed telecommunications to all Australians. The NBN sites located on Council land, especially the proposed Wunghnu tower, are vital components of the regional and national NBN system.

7. Council Plan Strategy

The NBN project is a nation-building project with the potential to lift Australia's productivity which is consistent with Moira Shire Council Plan strategies relating to investment attraction and commercial development, as well as supporting the wider community's access to more effective communication services.

8. Legislative / Policy Implications

Council has complied with section 190 of the Local Government Act (the Act) by advertising the proposed lease and inviting submissions in accordance with section 223 of the LGA.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

The proposed lease has been drafted in accordance with section 17D of the Crown Land (Reserves) Act 1978 and requires final approval from the Minister of Environment, Climate Change and Water.

9. Environmental Impact

The NBN Co is required to address any environmental issues as a component of their investigations and has on-going obligations to manage environmental impacts, including emissions in the event a lease is granted.

Environmental disruption caused by the construction will be confined to the construction site, which will be reinstated and maintained by NBN Co.

10. Conflict of Interest Considerations

There are no known officer conflicts of interest.

11. Conclusion

The NBN Co has selected the Wunghnu Recreation Reserve as a potential site for the construction of a 60 metre lattice tower within a 10m x 12m fenced compound and offers to lease a section of land for a 20 year period.

The proposed tower will form a critical component of the NBN Co network and has the support of the Wunghnu Recreation Reserve Committee of Management. No objections were received from the public in response to advertising the proposed lease.

A Council resolution is sought to enter into the lease.

Attachments

- 1 Attachment 1 - NBN Co - Wunghnu - Final Draft Lease
- 2 Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

IMPROVEMENTS NOT TO REVERT

MOIRA SHIRE COUNCIL AS COMMITTEE OF MANAGEMENT
(ABN 20 538 141 700)

AND

NBN CO LIMITED
(ABN 86 136 533 741)

LEASE
SECTION 17D
CROWN LAND (RESERVES) ACT 1978
TELECOMMUNICATIONS GREENFIELD SITE

DEPARTMENT OF
ENVIRONMENT AND PRIMARY INDUSTRIES

REF. NO. 0802628

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

INDEX

Recitals

- 1 Demise
- 2 Reservations
- 3 Lessee's Obligations (Positive)
 - 3.1 Rent
 - 3.2 Rates and Taxes
 - 3.3 Lessee's Works
 - 3.4 Maintenance
 - 3.5 Notice of Defects
 - 3.6 Removal of Advertising
 - 3.7 Licences
 - 3.8 Inspection
 - 3.9 Condition at Termination
 - 3.10 Compliance with Law
 - 3.11 Indemnity
 - 3.12 Arrears and Interest
 - 3.13 Insurance
 - 3.14 Fire Prevention, Protection and Suppression
 - 3.15 Lessee's Further Obligations
- 4 Lessee's Obligations (Negative)
 - 4.1 Lessee's Works
 - 4.2 Use of Premises
 - 4.3 Advertising
 - 4.4 Noise or Damage
 - 4.5 Allow Rubbish
 - 4.6 Hazardous Materials
 - 4.7 Assignment
 - 4.8 Use as a Dwelling
- 5 Lessor's Obligations
 - 5.1 Quiet Enjoyment
 - 5.2 Lessor's Further Obligations
- 6 Mutual Obligations
 - 6.1 Ownership of Improvements
 - 6.2 Default - Events of Default
 - 6.3 Forfeiture of Lease
 - 6.4 Re-entry
 - 6.5 Minister may Rectify
 - 6.6 Waiver
 - 6.7 Tender after determination
 - 6.8 Essential terms
 - 6.9 Damages for Breach
 - 6.10 Repudiation by Lessee
 - 6.11 Acceptance of Rent
 - 6.12 Acts by the Lessor and the Minister Not to Constitute Forfeiture
 - 6.13 Lessor may Institute Proceedings at any Time
 - 6.14 Mitigation
 - 6.15 Lessor May Remove and Dispose of Lessee's Improvements
 - 6.16 Debt Recovery
 - 6.17 Notice to Let
 - 6.18 Holding Over
 - 6.19 Rent Adjustments
 - 6.20 Rent and Rates and Taxes

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

	6.21	Option for Renewal
	6.22	Other Legislation
	6.23	Entire Agreement
	6.24	Lessor's Agents
	6.25	Minister's Agents
	6.26	Notices
	6.27	Surrender
	6.28	Bank Guarantee
	6.29	GST
7		Definitions
8		Interpretation
		SCHEDULE A
		SCHEDULE B
		SCHEDULE C
		APPENDIX A

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

IMPROVEMENTS NOT TO REVERT

Ref No

THIS CROWN LEASE commences on the date in Item 1 of Schedule A BETWEEN the Lessor and the Lessee

Recitals

WHEREAS

- A. The land described in Item 4 of Schedule A is reserved pursuant to Section 4 of the *Crown Land (Reserves) Act 1978*; and;
- B. The Lessor has been appointed by the Minister as the Committee of Management of the land described in Item 4 of Schedule A and has power to enter into this Lease pursuant to Section 17D of the *Crown Land (Reserves) Act 1978* subject to the approval in writing of the Minister.

1 Demise

The Lessor **Hereby Grants** a lease of the land described in Item 4 of schedule A to the Lessee, for the term, on the terms and conditions following.

2 Reservations

This Lease is granted subject to:-

- 2.1 The reservation to Her Majesty in respect of the land and every part of it of:-
- 2.1.1 all reserved minerals;
 - 2.1.2 the rights of access for the purpose of searching for and obtaining reserved minerals; and
 - 2.1.3 the rights of access for any pipeline works and other purposes necessary to obtain and convey on and from the land any reserved minerals obtained in the land;
- 2.2 The right of any person authorised under the *Mineral Resources Development Act 1990* to enter on the land and to mine for gold or minerals within the meaning of that Act and to erect and use mining plant on the same conditions as those to which a person has the right to mine for gold and silver in and upon Crown land, provided that compensation under that Act is paid for any damage to the land by mining; and
- 2.3 the right of the Governor in Council to resume the land for mining purposes under Section 205 of the *Land Act 1958*.

3 Lessee's Obligations (Positive)

The Lessee **Hereby Covenants** with the Lessor that during the term the Lessee will -

3.1 Rent

Duly and punctually pay the rent or cause it to be paid to the Lessor at the payment address at the times and in the manner provided in Item 6 of schedule A without demand, deduction, set-off or abatement.

3.2 Rates and Taxes

- 3.2.1 Duly and punctually pay as and when they respectively fall due all:-
- 3.2.1.1 rates and taxes.
 - 3.2.1.2 telephone, gas, electricity, heat and other utilities ("utilities") which are provided or available to the premises; and
- 3.2.2 If the Lessee defaults in payment of any sum referred to in sub-clause 3.2.1, the Lessor may pay the same and, in addition to the Lessor's other rights, recover that payment as rent in arrears.
- 3.2.3 The Lessee, if requested to do so by the Lessor, must produce receipts to the Lessor evidencing payment of the rates and taxes.
- 3.2.4 Where there is no separate metering of a utility provided to the premises the Lessee must immediately provide such separate metering at the Lessee's cost and to the Lessor's reasonable satisfaction.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

3.3 Lessee's Works

Erect and construct on the premises any Lessee's works only if the same shall have firstly been approved by the Lessor and the Minister under sub-clause 4.1 (which approval must not be unreasonably withheld or delayed), and then strictly in accordance with this clause that is to say:-

3.3.1 Only of such materials and according to such plans specifications and designs as shall first be approved in writing by the Lessor and the Minister and conformably with all the required statutory, planning and building regulations.

3.3.2 The Lessee when carrying out the Lessee's works must comply with all laws and the requirements of any authorities which have jurisdiction over the premises, the Lessee's works or the Lessee and must:-

3.3.2.1 expeditiously apply for, obtain, keep current and observe any conditions of all permits, approvals and consents necessary to carry out the Lessee's works;

3.3.2.2 give all notices necessary to comply with laws and requirements;

3.3.2.3 if requested by the Lessor deliver a certified copy of any permit approval or consent issued by any authority; and

3.3.2.4 pay all fees, charges or levies for obtaining any permit, approval or consent.

3.3.3 The Lessee must cause the Lessee's works to be constructed in accordance with the plans and specifications and in a proper and workmanlike manner.

3.3.4 The Lessee must provide at the Lessee's cost everything necessary for the proper execution and completion of the Lessee's works and for the proper performance by the Lessee of the Lessee's obligations under this Lease so that the Lessor will not be responsible for any cost or expense whatsoever incurred or occasioned by carrying out the Lessee's works.

3.4 Maintenance

3.4.1 Keep the premises and all additions and improvements to the premises in good order and repair, subject to fair wear and tear and having regard to their respective condition at the commencement date, or if constructed or added or supplied after the commencement date, at the date of such construction, addition or supply and without limiting the generality of the foregoing will:-

3.4.1.1 keep the premises and all other fixtures in a neat and tidy condition; and

3.4.1.2 keep the premises free of pest animals and weeds.

3.5 Notice of Defects

3.5.1 Give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fittings in the premises, which are not made good by the Lessee forthwith upon being ascertained, and of any circumstances likely to be or cause any damage risk or hazard to the premises or any person in them;

3.5.2 Give to the Lessor within 7 days of its receipt by the Lessee a true copy of every notice, proposal or order given, issued or made in respect of the premises and full details of the circumstances thereof;

3.5.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 3.5.2 which the Lessee is required by law to comply with; and

3.5.4 At the request of the Lessor make or join with the Lessor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 3.5.2 as the Lessor deems expedient.

3.6 Removal of advertising

Remove any sign, advertisement or other notice to which the Lessor's and the Minister's consent has previously been given if, in the opinion of the Lessor or the Minister, it is or has become unsightly or objectionable and the Lessor or the Minister gives notice to the Lessee requiring its removal.

3.7 Licences

Take out and keep current all licences and permits required to carry on every business conducted in the premises.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

3.8 Inspection

3.8.1 After being given reasonable forewarning by the Lessor or the Minister permit the Lessor or the Minister either with or without their servants or agents, during daylight hours to enter the premises and to examine and view the repair, condition and cleanliness of the premises and will remedy, to the full extent of the Lessee's obligations hereunder, any defects found pursuant to this clause, or found otherwise, of which notice is given by the Lessor to the Lessee within a reasonable time to be specified in the notice but in any event within not less than 30 days.

3.8.2 The forewarning will stipulate if the Lessor requires to inspect the interior of the Lessee's works and a representative of the Lessee must then be present at the premises during that inspection and must open any door to Lessee's works for the purposes of the inspection, and must render the premises in a safe condition for the Lessor's servants or agents or otherwise adequately warn them in respect of any part of the premises which are, for any reason, unsafe.

3.9 Condition at Termination

3.9.1 At or prior to the termination or expiration of this Lease, unless the Lessor shall otherwise, in writing and upon such conditions as the Lessor shall impose, agree:-

3.9.1.1 remove all the Lessee's improvements from the land; and

3.9.1.2 make good any damage or disfigurement caused to the land by their removal; and

3.9.1.3 return the land to the Lessor clean and free from rubbish and in good and substantial order and condition in all respects in accordance with the covenants on the part of the Lessee herein contained.

3.10 Compliance with Law

Comply at the Lessee's cost with the provisions of all statutes, regulations and by-laws relating to the premises and all lawful orders or directions made under them and carry out all alterations, additions and repairs to the premises thereby required if such compliance, alteration, addition or repair has either been caused by the Lessee or by the use to which the premises are put.

3.11 Indemnity

Indemnify the Lessor in its capacity as Committee of Management and the Crown in respect of any claim or liability, and release and discharge the Lessor in its capacity as Committee of Management and the Crown from any loss or liability for property damage and/or the injury or death of any person which is caused directly or indirectly by the negligence or tortious act of, or the breach of any contract or statutory duty by, the Lessee or any person for whom the Lessee is legally responsible and is consequential to the use or occupation of the premises (other than the act, default or negligence of the Lessor or the Lessor's servants or agents) and all costs, charges and expenses incurred in connection therewith.

3.12 Arrears and Interest

Pay to the Lessor:-

3.12.1 on any monies payable by the Lessee to the Lessor and outstanding for thirty (30) days after notice thereof has been given by the Lessor to the Lessee or on any judgment for the Lessor in an action arising from the Lease, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the monies or judgment became payable until all monies (including interest) on them are paid in full;

3.12.2 if required by the Lessor, pay upon demand all the Lessor's reasonable and proper legal costs (including the Lessor's internal legal costs) charged on a solicitor to own client basis, and disbursements payable in respect of or in connection with the preparation and execution of this Lease, any surrender of this Lease, any assignment of this Lease or sub-letting of the premises, the giving of any consent by the Lessor as required by this Lease, the surrender of this Lease, any failure by the Lessee to perform and observe this Lease, or any deed or other document executed in connection with this Lease.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

3.13 Insurance

Take out and keep current, at the Lessee's own expense, a public risk insurance policy which notes the interest of the Lessor in its capacity as Committee of Management and the Crown and provides for a minimum cover for each accident, claim, or event of the amount specified in Item 10 of schedule A or any reasonable greater amount which either party requires. The cover provided under this policy must not be contributory with any policy taken out by the Lessor.

3.13.1 Before taking possession of the premises, the Lessee is to deliver a certificate of currency of the insurance policy required under the Lease to the Lessor.

3.13.2 Within seven days of receiving any certificate of renewal or further policy, the Lessee, is to deliver a certificate of currency of the policy or further policy to the Lessor.

3.13.3 After the expiration of any policy, the Lessee, on request, is to provide satisfactory evidence to the Lessor that it has been renewed.

3.13.4 The Lessee must in respect of the insurance policy:

3.13.4.1 pay each premium at least fourteen days before the same becomes due;

3.13.4.2 forthwith deposit reasonable details of the policy of insurance with the Lessor;

3.13.4.3 forthwith, upon being requested to do so, deposit the receipt evidencing the payment with the Lessor;

3.13.4.4 ensure that it cannot be cancelled until the insurer gives the Lessor 14 days' written notice of its intention to do so; and

3.13.4.5 ensure that the policy is taken out with an insurance company approved by the Lessor such approval not to be unreasonably or capriciously withheld.

3.14 Fire Prevention, Protection and Suppression

The Lessee will:-

3.14.1 Carry out promptly all fire prevention, protection or suppression measures upon the premises required or recommended in respect of the premises by any person or authority legally charged with making such requirement or giving such recommendation;

3.14.2 prevent the burning of any cleared vegetation upon the premises without the Lessor's previous written consent; and

3.14.3 permit the Lessor and the Minister and the Lessor's or the Minister's servants and agents either with or without vehicles, machinery, equipment, workmen and others unrestricted entry to the land for all purposes of fire prevention, protection or suppression and to the Lessee's works for all purposes of fire suppression.

3.15 Lessee's Further Obligations

Observe, perform and fulfil the Lessee's further obligations, if any, set out in Item 14 of schedule A.

4 Lessee's Obligations (Negative)

The Lessee Hereby Covenants with the Lessor that during the term the Lessee will not:-

4.1 Lessee's Works

Undertake any Lessee's works on the land without first obtaining the Lessor's and the Minister's written consent which consent shall not unreasonably be withheld upon the Lessee obtaining planning and/or building approvals, if any, required by law from any relevant local authority.

4.2 Use of Premises

Use the premises for any purpose other than the specified purpose without first obtaining the Lessor's and the Minister's written consent which can be given or withheld at the absolute discretion of the Lessor or the Minister or be given subject to conditions.

4.3 Advertising

Display or permit to be displayed on the premises any externally visible sign, advertisement or notice, other than a sign, advertisement or notice required by law to be displayed only on the premises, or as a prudent safety precaution without first obtaining the Lessor's or the Minister's written consent.

4.4 Noise or Damage

Subject to the use of the premises for the specified purpose according to law, cause or allow any loud noise or other nuisance, disturbance or annoyance to be made in or to emanate from the premises.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- 4.5 **Allow Rubbish**
Permit any rubbish to accumulate in or about the premises unless confined in suitable containers.
- 4.6 **Hazardous Materials**
Keep any hazardous materials on the premises without the Lessor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.
- 4.7 **Assignment**
- 4.7.1 Assign, sublet, mortgage or charge this Lease or part with or share possession of the premises or any part of them, other than to a related body corporate, without the Lessor's and the Minister's written consent which can be given or withheld at the absolute discretion of the Lessor or the Minister or be given subject to conditions provided that such consent will not unreasonably be withheld where a proposed assignee is a Carrier and where the Lessee gives to the Lessor:-
- 4.7.1.1 a written request to consent to assignment or subletting;
- 4.7.1.2 the name and address of the proposed assignee or sub-lessee;
- 4.7.1.3 two references as to the financial circumstances of the proposed assignee or sub-lessee;
- 4.7.1.4 a copy of the proposed document of assignment or sub-lease;
- 4.7.1.5 such further information as the Lessor shall reasonably require; and
- 4.7.1.6 payment of the Lessor's reasonable and proper legal and other costs reasonably incurred in investigating the proposed assignee or sub-lessee, obtaining any necessary consents to the assigning or sub-leasing and preparing, stamping and registering any documents required for the assigning or sub-leasing including stamp duty and registration fees; and
- 4.7.1.7 provided always that the Lessor reserves the right to require the assignee's performance of obligations under this Lease (the assignee not being a related body corporate of the Lessee or a company whose shares are listed on the Australian Stock Exchange Limited) to be guaranteed by one or more guarantors who are reasonably acceptable to the Lessor the terms of such guarantee to be to the Lessor's reasonable satisfaction.
- 4.7.2 Without the prior written consent of the Lessor permit any change in the membership of the Lessee, being a company, or any holding company of the Lessee (unless that holding company is a company whose shares are listed on the Australian Stock Exchange Limited) or in the beneficial ownership of any shares in the capital of the Lessee or any holding company of the Lessee (unless that holding company is a company whose shares are listed on the Australian Stock Exchange Limited) or in the beneficial ownership of the business or assets in the Lessee or part thereof resulting in a change in the effective control of the Lessee existing as at the commencement date. For the purposes of this paragraph, a change in the effective control of the Lessee means a change in the shareholding or voting rights which is more than fifty per cent whether by one or a series of transactions. This paragraph does not apply to the Lessee if the Lessee is the first lessee under this Lease, a related Body Corporate to that lessee or is a company whose shares are listed on the Australian Stock Exchange Limited.
- 4.7.3 Declare the Lessee trustee of the premises or any part of the premises or of any legal or equitable estate or interest in the premises.
- 4.8 **Use as a Dwelling**
Use the premises for living or sleeping otherwise than if the same is a specified purpose or for temporary overnight use.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

5 Lessor's Obligations

The Lessor hereby covenants with the Lessee that:-

5.1 Quiet Enjoyment

If the Lessee pays the rent whenever it is due and does not breach this Lease then the Lessee may use and occupy the premises during the term without interference from the Lessor or from any person lawfully claiming under the Lessor, subject always to the provisions of this Lease and the Lessor's rights under it; and

5.2 Lessor's Further Obligations

The Lessor will observe, perform and fulfil the Lessor's further obligations, if any, set out in Item 14 of schedule A.

6 Mutual Obligations

The Lessor and the Lessee agree as follows:-

6.1 Ownership of Improvements

All buildings, structures, fittings, plant, machinery, equipment, chattels and other materials or articles including fixtures and fittings of a structural nature now or hereafter erected or brought onto the land by the Lessee shall, save as herein elsewhere provided, remain the property of the Lessee.

6.2 Default - Events of Default

The following are events of default:

- 6.2.1 if the rent or any part of it or if any other monies owing to the Lessor under the Lease is or are in arrears for sixty days, whether formally demanded or not;
- 6.2.2 if the Lessee breaches the Lease otherwise than as provided elsewhere in sub-clause 6.2 and fails to remedy that breach within the time specified in the notice requiring the breach to be remedied;
- 6.2.3 if defects notified under sub-clause 3.8 are not remedied within the time specified in the notice;
- 6.2.4 if the Lessee is a company and an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
- 6.2.5 if the Lessee is a company and ceases to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is by any means appointed;
- 6.2.6 if the Lessee is a company and is placed under official management or administration under the *Corporations Law (Commonwealth)* or enters into a composition, scheme of arrangement or moratorium whether formal or informal with its creditors or financiers;
- 6.2.7 if the interest of the Lessee under the Lease is taken in execution;
- 6.2.8 if the Lessee or any person claiming through the Lessee conducts any business from the premises after the Lessee has committed an act of bankruptcy;
- 6.2.9 if the business formerly conducted in or from the premises permanently ceases to operate;
- 6.2.10 if the Lessee fails to comply with any condition for the erection of any Lessee's works.

6.3 Forfeiture of Lease

If any of the events of default specified in the preceding sub-clause occurs then the Lessor may, without prejudice to any other claim which the Lessor has or may have or could otherwise have against the Lessee or any other person in respect of such default, at any time re-enter into and upon the premises or any part of them in the name of the whole and thereupon this Lease shall be absolutely determined.

6.4 Re-entry

The right of re-entry under this Lease and the right to recover damages pursuant to sub-clause 6.9 for breach of any covenant or condition referred to in sub-section 146 (1) of the *Property Law Act 1958* must not be exercised until the expiration of thirty days after the Lessor has served on the Lessee a notice identical to a notice which would have been required had that sub-section applied to this Lease.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- 6.5 Lessor May Rectify**
The Lessor, may otherwise than in relation to the Lessee's works, but is not obliged to, remedy any default by the Lessee under this Lease, and whenever the Lessor so elects all reasonable costs incurred by the Lessor (including all legal costs and disbursements of a like nature to those referred to in paragraph 3.12.2) in remedying a default shall constitute a liquidated debt and shall be paid by the Lessee to the Lessor on demand.
- 6.6 Waiver**
- 6.6.1 The Lessor's failure to take advantage of any default or breach of covenant on the part of the Lessee shall not be or be construed as a waiver of it, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any obligation of this Lease or to exercise any rights given to the Lessor in respect of any such default.
- 6.6.2 A waiver by the Lessor of a particular breach or default shall not be deemed to be a waiver of any breach or default occurring subsequently whether the same or otherwise.
- 6.6.3 The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, rent or any other monies payable under this Lease shall not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease other than the failure of the Lessee to make the particular payment or payments of rent or other monies so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such rent or other monies.
- 6.7 Tender after Determination**
Any monies tendered by the Lessee after the determination of this Lease and accepted by the Lessor may be, and (in the absence of any express election of the Lessor) shall be, applied:
- 6.7.1 firstly, on account of the Lessor's reasonable and proper costs of re-entry; and
- 6.7.2 secondly, on account of any rent and other monies accrued and due pursuant to this Lease but unpaid at the date of its determination.
- 6.8 Essential Terms**
The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:-
- 6.8.1 to pay the rent;
- 6.8.2 to use the premises solely for a specified purpose;
- 6.8.3 to comply with laws and requirements;
- 6.8.4 to repair the premises;
- 6.8.5 not to assign this Lease or sub-let the premises or any part of them;
- 6.8.6 to take out and keep current those insurances required to be taken out by the Lessee;
- 6.8.7 to pay or reimburse the Lessor's insurance premiums (if required to do so under this Lease);
- 6.8.8 to pay or reimburse rates and taxes;
- 6.8.9 any further obligations in Item 14 of schedule A unless otherwise stipulated in that obligation ;
- 6.8.10 any other covenant in respect of which the Lessee's breach or non-observance is serious, persistent and of a continuing nature.
- 6.9 Damages for Breach**
The Lessee covenants to compensate the Lessor for any breach of an essential term of this Lease and, subject to compliance with sub-clause 6.4, the Lessor may recover damages from the Lessee for such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).
- 6.10 Repudiation by Lessee**
- 6.10.1 If the Lessee's conduct (whether acts or omissions) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any Lease obligations, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- 6.10.2 The Lessor may recover damages against the Lessee in respect of repudiation or breach of Lease obligations for the loss or damage suffered by the Lessor during the entire term of this Lease provided that the Lessor's right to recover rent for the balance of the unexpired term is limited to one year's rent.
- 6.11 Acceptance of Rent**
The demand for or acceptance by the Lessor of arrears or of any late payment of rent or a sum in part payment shall not constitute a waiver of the essentiality of the Lessee's obligations to pay rent.
- 6.12 Acts by the Lessor Not to Constitute Forfeiture**
The Lessor's entitlement to recover damages shall not be affected or limited if any of the following events occur:-
- 6.12.1 the Lessee abandons or vacates the land; or
6.12.2 the Lessor elects to re-enter the land or to terminate the Lease; or
6.12.3 the Lessor accepts the Lessee's repudiation; or
6.12.4 the parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law (other than a re-letting of the land).
- 6.13 Lessor May Institute Proceedings at any Time**
The Lessor may at any time in the Lessor's absolute discretion institute legal proceedings claiming damages against the Lessee for the entire Lease term including the period before and after the repudiation, abandonment, termination, acceptance of repudiation or surrender by operation of law referred to in the preceding sub-clause whether the proceedings are instituted either before or after such conduct provided that the Lessor's right to recover rent for the balance of the unexpired term is limited to one year's rent.
- 6.14 Mitigation**
Nothing in this clause shall operate to relieve the Lessor of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Lessor. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not, by itself, constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.
- 6.15 Lessor May Remove and Dispose of Lessee's Improvements**
If the Lessor terminates the Lease or it expires, and the Lessee does not within 90 days thereof remove the Lessee's improvements in accordance with sub-clause 3.9 the Lessor may remove the Lessee's improvements remaining on the land after the date of such termination or expiration, as the case may be, and store them at the Lessee's expense without being liable to the Lessee for trespass, detainee, conversion or negligence. After storing them for at least one month, the Lessor may sell or dispose of the same, by auction, private sale, gift, distribution or otherwise and apply the nett proceeds towards the payment of any monies then owed by the Lessee to the Lessor.
- 6.16 Debt Recovery**
All monies payable by the Lessee to the Lessor under this Lease shall be recoverable from the Lessee as liquidated debts payable on demand.
- 6.17 Notice to Let**
- 6.17.1 If the Lessee has not validly exercised the option to renew this Lease for a further term under sub-clause 6.21, the Lessor may at any time during the last three months of the term place and leave on the perimeter of the land appropriate notices on the land to advise its availability for lease and the Lessor or the Lessor's agent may conduct prospective future lessees through the land (other than the Lessee's works) for the purpose of inspection.
- 6.17.2 The Lessor may at any time during the term place and leave appropriate notices on the perimeter of the land to advise its availability for sale and the Lessor or the Lessor's agent may conduct prospective purchasers through the land for the purpose of inspection.
- 6.18 Holding Over**
If the Lessee remains in occupation of the land or any part of it after the end of the term without objection by the Lessor, the Lessee shall during such overholding, which shall not in any event exceed any period by law provided, be deemed to be a tenant from month to month at a rent equal to the rent applicable immediately prior to the end of the term, but reduced to a monthly

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

basis, subject to the provisions of this Lease so far as they can be construed to apply to a monthly tenancy and such tenancy may be determined by either party giving one month's notice, which notice may be given on any day.

6.19 Rent Adjustments

The rent shall be adjusted in accordance with the provisions in Item 7 of schedule A.

6.20 Rent and Rates and Taxes

The Lessee must continue to pay the rent and the rates and taxes even if the Lessee's improvements are destroyed or damaged or rendered inaccessible.

6.21 Option for Renewal

Subject to this sub-clause, at the end of the term, the Lessor must grant and the Lessee must take a further lease of the land with the provisions set out in paragraph 6.21.7 if the Lessee -

6.21.1 has paid rent punctually during the term;

6.21.2 has not failed to observe and perform the Lessee's obligations during the term in a way which has been serious or persistent or both;

6.21.3 notifies the Lessor in accordance with paragraph 6.21.5; and

6.21.4 between the time of notification and the end of the term, duly and punctually pays rent and observes and performs the Lessee's obligations;

6.21.5 A notice of exercise of option -

6.21.5.1 must state clearly that the Lessee wishes to take a further lease of the land in accordance with the option herein contained for the further term specified in Item 11 of schedule A; and

6.21.5.2 must be given not earlier than 12 months and not later than 3 months before the end of the term.

6.21.6 Notwithstanding sub-clause 6.25 or any statute or rule of law relating to the service of notices the notice referred to in paragraph 6.21.5 must be received by the person named at the address specified in Item 12 of schedule A and only when received by that person will it be deemed to have been given to the Lessor at that time.

6.21.7 The provisions of the further lease will be the same as the provisions of this Lease, with the following exceptions -

6.21.7.1 the commencement date of the new lease shall be the day after the last day of the term of this Lease;

6.21.7.2 the rent at the commencement of the new lease shall be the rent determined in accordance with Item 7 of schedule A.

6.21.7.3 it will not provide for an option for a further term unless such an option is required by the option provisions in this Lease in which case the provisions for an option shall accord with the provisions of this clause subject to any variations provided by the option provisions.

6.21.8 If there is a guarantor of this Lease, the Lessor need not grant a further lease of the land unless the Lessee obtains a further guarantee of the due and punctual observance and performance of the Lessee's obligations, either by the guarantor or by other guarantors acceptable to the Lessor on terms similar to the guarantee to this Lease.

6.21.9 At the option of the Lessor a Deed of Renewal of lease, in a form acceptable to the Lessor and carrying into effect the requirements for a further lease required by this clause, may be used in lieu of a further lease document.

6.22 Other Legislation

All stipulations contained in this Lease shall be construed so as not to infringe the provisions of any Act whether State or Federal but if any such stipulation on its true interpretation infringes any such provisions it shall be deemed to be void and severable.

6.23 Entire Agreement

This Lease constitutes the entire agreement between the parties relating to the premises and this Lease. Any prior or simultaneous leases, arrangements, agreements, promises, understandings or undertakings are, unless herein elsewhere stipulated, hereby superseded by this Lease.

6.24 Lessor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Lease by the Lessor, including the signing of any notice, and which is not required by law to be done, made or signed by the Lessor personally, may be done, made or signed by any person authorised

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

by the Lessor to carry out that function in relation to this Lease as the Lessor's duly appointed agent.

6.25 Minister's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Lease by the Minister, including the signing of any notice, and which is not required by law to be done, made or signed by the Minister personally, may be done, made or signed by the Regional Manager or by any person or any member of a class of persons authorised by the Minister to carry out that function in relation to this Lease as the Minister's duly appointed agent.

6.26 Notices

A notice other than a notice under sub-clause 7.14 served by either party pursuant to this Lease is valid and effectual if it is signed by that party (if a natural person) or by any Director, Alternate Director, Secretary, Executive Officer, Manager, Regional Manager, duly appointed agent, Managing Agent or Solicitor for the time being of, or a person nominated for the time being by that party.

6.26.1 A notice is sufficiently served on the recipient party if:-

6.26.1.1 served personally at the recipient party's registered office; or

6.26.1.2 served personally on the Lessee or upon the officer of the recipient party, if any, specified in Item 12 of schedule A; or

6.26.1.3 sent by facsimile transmission to the recipient party's facsimile machine number specified in Item 12 of schedule A and marked to the attention of the officer of the recipient party, if any, specified in Item 12 of schedule A; or

6.26.1.4 forwarded by prepaid post (airmail if posted outside Australia) addressed to the recipient party at the address both specified in Item 12 of schedule A or to the Lessee at the Lessee's registered office or last or usual place of abode or business.

6.26.2 Provided that a party may by notice to the other party substitute the name of a new officer or a new address, or a new facsimile machine number.

6.26.3 Subject to paragraph 6.21.6 a notice is deemed to have been duly served if given:-

6.26.3.1 by prepaid post, two business days after the day it was posted (unless posted by airmail when it shall be five business days after posting);

6.26.3.2 by facsimile transmission, at the time of transmission to the recipient party's facsimile machine number unless the time of dispatch is later than 5.00pm in the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next business day in that place. A copy of any notice sent by facsimile transmission must also, on the date of dispatch be sent by prepaid post to the party to whom it was sent by facsimile transmission;

6.26.3.3 personally, on the date of service.

6.27 Surrender

The Lessee while not in default under this Lease may at any time during the term upon giving not less than six months' previous notice to the Lessor surrender this Lease upon the conclusion of that year of the term during which the notice expires.

6.28 Bank Guarantee

If requested to do so by the Lessor the Lessee (not being the first lessee under this Lease or a related body corporate to that lessee) must, at any time before or during the term of this Lease, provide the Lessor with an unconditional undertaking, in a form approved by the Lessor, given by a bank or financial institution, also approved by the Lessor, ("Bank Guarantee") for the amount stated in Item 13 of schedule A as security for the performance of the Lessee's obligations under this Lease.

6.28.1 The secured sum or any part of it is payable and may be appropriated and applied by the Lessor at any time in payment of any loss or damage which the Lessor suffers by reason of any breach or non-observance by the Lessee of the Lessee's obligations under this Lease as if the secured sum or any part of it was a sum of money due or to become due to the Lessor upon the Lessee's breach or non-observance of the Lessee's obligations as aforesaid. Notwithstanding anything express or implied to the contrary, acceptance or

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- appropriation of the secured sum or any part of it does not affect or limit the rights of the Lessor under this lease or operate as a waiver of any of the Lessee's obligations.
- 6.28.2 If the rent is revised or adjusted the secured sum shall, if required by the Lessor, be increased by the same proportion as the increase in the rent, and the amount of the increase in the secured sum must be made upon the date for the payment of the first instalment of the revised rent.
- 6.28.3 If the secured sum or any part of it is appropriated by the Lessor, the Lessee must immediately provide the Lessor with a new or additional bank guarantee to reinstate the secured sum to its proper level immediately before such appropriation occurred.
- 6.28.4 The bank guarantee will cease to operate on a date being the latest of the expiration of this Lease, the earlier termination of this Lease or the satisfactory completion of all the Lessee's obligation, including payment to the Lessor of any damages arising from any breach or non-performance of the Lessee's obligations, under this Lease.
- 6.29 GST
- 6.28.1 **GST Definitions**
For the purposes of this clause 6.29:
"GST" means GST within the meaning of the GST Act (as amended);
"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999*;
"GST Law" means the GST Law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;
Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.
- 6.28.2 **Amounts otherwise payable do not include GST**
Except where express provision is made to the contrary, and subject to this clause 6.29, the *consideration* payable by any party under this lease represents the *value* of any *taxable supply* for which payment is to be made.
- 6.28.3 **Liability to pay any GST**
If a party makes a taxable supply in connection with this lease and including the granting of this lease for a *consideration*, which, under clause 6.29.2 or clause 6.29.4, represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- 6.28.4 **Reimbursements**
If this lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an *acquisition* from a third party for which the Lessor is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Lessee will be the *value* of the *acquisition* by the Lessor plus, if the Lessor's recovery from the Lessee is a *taxable supply* any GST payable under clause 6.29.3.
- 6.29.5 **Tax Invoice**
The Lessor must issue to the Lessee a valid tax invoice, in a form approved by the Commissioner of Taxation, for the amount of GST referable to any tax or supply whether the value of that supply is calculated by reference to the rent or other payments payable under this Lease or any other consideration payable by the Lessee under this Lease. The amount of GST shall be calculated in accordance with the relevant legislation establishing the GST.
- 7 **Definitions**
Unless inconsistent with the context or subject matter of this Lease, the following words or phrases shall bear the following meanings respectively:-
- 7.1 "Carrier" has the same meaning as defined in the *Telecommunications Act 1997 (Commonwealth)*
- 7.2 "commencement date" means the date set out in Item 1 of schedule A;
- 7.3 "Crown" means the Crown in right of the State and includes the Secretary and each employee and agent of the Crown or the Secretary;

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- 7.4 "Department" means the Department of Environment and Primary Industries or any other Victorian Government department subsequently administering this Lease;
- 7.5 "hazardous materials" include all substances which are hazardous, contaminant or pollutant to persons or property or substances under or defined as such by any federal, state or local law;
- 7.6 "Item" followed by a number means the Item of that number in schedule "A" ;
- 7.7 "land" means the land described in Item 4 of schedule A to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land;
- 7.8 "lease year" means a year of the term computed from the commencement date;
- 7.9 "Lessee" means the person named in Item 3 of schedule A and includes -
- 7.9.1 the personal representatives and permitted assigns of any natural person who is a Lessee;
- 7.9.2 the successors and permitted assigns of a corporate Lessee; and
- 7.9.3 the survivor or survivors of a Lessee comprising more than one person.
- 7.10 "Lessee's improvements" includes all Lessee's works, fittings, plant, machinery, equipment, chattels, signs and other materials or articles including those of a structural nature being existing Lessee's improvements at the date of commencement or erected or brought onto the land by the Lessee during the term;
- 7.11 "Lessee's works" means all buildings, structures, erections and improvements erected or brought onto the land by the Lessee and any alteration, extension or renewal of any buildings, structures, erections or improvements constructed on the land from time to time by the Lessee and includes telecommunication towers and other antennae support structures;
- 7.12 "Lessor" means the Committee of Management appointed by the Minister, any subsequent Committee of Management appointed by the Minister or where there is no Committee of Management, the Minister and includes the person for the time being entitled to the reversion of the premises;
- 7.13 "Minister" means the Minister of the Crown for the time being with responsibility for the *Crown Land (Reserves) Act 1978* and includes his or her successor in law or such other Minister of the Crown or Government Authority to whom responsibility for this lease may at any time be given;
- 7.14 "payment address" means the payment address set out in Item 9 of schedule A or the last variation of it, written notice of which by means of an address specified on a rental invoice or rental account or otherwise has been given to the Lessee;
- 7.15 "person" includes a body corporate as well as an individual;
- 7.16 "pest animals" has the same meaning as contained in the *Catchment and Land Protection Act 1994*;
- 7.17 "premises" means the land and the lessee's improvements;
- 7.18 "rates and taxes" means all existing and future rates, tariffs, (including water by consumption and any special rates or levies) taxes (including land tax) duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the premises or the Lessor or the Lessee or payable by the owner or occupier of the premises in respect of the premises;
- 7.19 "Regional Manager" means the Regional Manager of the Department responsible for the locality in which the land is situated (and if that position ceases to exist, means whomsoever carries out the functions of Regional Manager under this Lease);
- 7.20 "related body corporate" has the same meaning as provided in the *Corporations Law (Commonwealth)*;
- 7.21 "rent" means the rent set out in Item 6 of schedule A as varied during the term;
- 7.22 "reserved mineral" means all gold and minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958*;
- 7.23 "Schedule" means a schedule to this Lease;
- 7.24 "Secretary" means the Secretary to the Department of Environment and Primary Industries;
- 7.25 "Special Condition" means a condition contained in Item 14 of schedule A and has the same force and effect as a clause of this Lease;
- 7.26 "specified purpose" means a specified purpose described in Item 8 of schedule A;

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

- 7.27 "State" means the State of Victoria;
- 7.28 "term" means the period of time, specified in Item 5 of schedule A commencing on the commencement date, set out in Item 1 of schedule A;
- 7.29 "weeds" includes noxious weeds as defined in the *Catchment and Land Protection Act 1994* and proscribed fauna as described in the Flora and Fauna Guarantee Act 1988;
- 7.30 "writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

8 Interpretation

In this Lease-

- 8.1 Gender**
A reference importing any gender includes a reference to all other genders.
- 8.2 Singular and Plural**
A reference importing the singular includes the plural and vice versa.
- 8.3 Headings**
The index, headings and marginal notes are included for ease of reference and shall not alter the interpretation of this Lease.
- 8.4 Counting of Days**
If any day appointed or specified by this Lease falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified shall be deemed to be the day succeeding the day so appointed or specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.
- 8.5 Legislation**
References to an Act of Parliament or a Section or Schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 8.6 Covenants**
If the Lessee comprises more than one person, the covenants and agreements contained in this Lease shall be construed as having been entered into by and shall be deemed to be binding jointly and severally on all and each of the persons who constitute the Lessee.
- 8.7 Clauses**
References to clauses, sub-clauses, paragraphs and sub-paragraphs are references to clauses, sub-clauses, paragraphs and sub-paragraphs of this Lease respectively.
- 8.8 Statutory Covenants**
Covenants implied by statute are not incorporated in this Lease, unless the relevant statute provides that certain covenants are to be implied and cannot be excluded by agreement.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

IN WITNESS WHEREOF the parties have executed this Lease.

The COMMON SEAL of MOIRA COUNCIL)
was affixed this day of 20.... in the)
presence of:)

..... Mayor

..... Councillor

..... Chief Executive Officer

SIGNED, SEALED AND DELIVERED for and on behalf of NBN CO LIMITED (ACN 136 533 741) by its attorneys under a power of attorney dated 21 March 2013 in the presence of:

Signature of attorney who declares that the attorney
has not received any notice of the revocation of the
power of attorney

Signature of attorney who declares that the attorney
has not received any notice of the revocation of the
power of attorney

Full name of attorney

Full name of attorney

Position of attorney

Position of attorney

Signature of witness

Signature of witness

Full name of witness

Full name of witness

Under Section 17D of the *Crown Land (Reserves) Act 1978* I (Full Name) _____ (Title) _____ in the Department of Environment Primary Industries as delegate for the Minister for Environment and Climate Change hereby-

* consent to the grant of this Lease.

* approve the covenants, exceptions, reservations and conditions contained herein.

* am satisfied that the purpose for which the Lease is being granted is not detrimental to the purpose for which the land is reserved.

(Title)

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

SCHEDULE A

- | | | |
|-----|---------------------------------------|--|
| 1. | Commencement Date: | 31 August 2015 |
| 2. | Lessor: | MOIRA SHIRE COUNCIL AS COMMITTEE OF
MANAGEMENT
(ABN 20 538 141 700)
of PO Box 578 , Cobram, Victoria, 3643 |
| 3. | Lessee: | NBN CO LIMITED (ABN 86 136 533 741)
of Level 40, 360 Elizabeth Street, Melbourne, Victoria, 3000 |
| 4. | Land: | The Land comprised in part of Crown Allotment 8 Sec 5
Township of Wunghnu situated at Carlisle Street, Wunghnu,
Victoria 3635 set out and hatched in the Plan in Appendix A. |
| 5. | Term: | 20 Years |
| 6. | Rent: | \$8,000 per annum payable yearly in advance |
| 7. | Rent Review: | Every third anniversary of the Date of Commencement
throughout the term in accordance with Schedule B |
| 8. | Specified Purposes: | Construction, maintenance and operation of a
telecommunications network and telecommunications service. |
| 9. | Payment Address: | Bank: National Australia Bank
Branch: Numurkah
Account Name: Moira Shire Council
BSB: 083 760
Account No: 64 827 0556 |
| 10. | Public Risk Insurance: | Amount \$20 million |
| 11. | Option Provisions: | Nil |
| 12. | Address for Service of Notice: | |
| | Upon the Lessee | |
| | Name of Recipient | NBN Co Limited |
| | Lessee's Service Address | Chief Legal Counsel
100 Arthur Street, North Sydney, New South Wales 2060 |
| | Facsimile number | 02 9926 1901 |
| | Upon the Lessor | |
| | Name of Officer | MOIRA SHIRE COUNCIL AS COMMITTEE OF
MANAGEMENT
Bruce Berg Von Lindhe |
| | Lessor's Service Address | Moira Shire Council, PO Box 578, Cobram, VIC, 3643 |
| | Facsimile number | (03) 5872 1567 |
| 13. | Bank Guarantee: | Nil |
| 14. | Special Conditions | See Schedule C |

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

**SCHEDULE B
RENT REVIEW**

Rent Review

The Lessor may review the annual rent on each Review Date as follows:

1. Not earlier than three months before the rent review date and not later than sixty days after the rent review date the Lessor shall give the Lessee notice of the new rental it proposes be paid by the Lessee during that period or part thereof.
2. Time shall not be of the essence in respect of the Lessor's rent review notice and any delay by the Lessor in giving notice shall not affect the Lessor's rights.
3. Within twenty one days of being notified in writing of the proposed new rent the Lessee may give to the Lessor written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Lessor with a rent valuation from a qualified valuer. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent shall be the new rent as proposed in the Lessor's notice.
4. If within thirty days from the lodgment with the Lessor of the Lessee's rent valuation the Lessor and the Lessee are unable to agree on the new rent and a conference of the Lessor's and the Lessee's valuers has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Institute of Valuers and Land Economists Inc (Victoria Division) ("the nominated valuer" acting as an expert and not as an arbitrator who in making a determination, shall accept representations from either party received within twenty one days of the appointment.
5. The decision of the nominated valuer shall be final and binding and the nominated valuer's costs and fees shall be paid by the parties equally.
6. Until the new rent is agreed or determined the Lessee shall pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
7. After the new rent is determined the Lessee shall pay the difference if any between the amount of the new rent and the rent paid since the date fixed for review.
8. In this clause the words "Review Date" mean every third anniversary of the Commencement Date.

9. Method of Determination

In determining a new rent for the premises the valuer shall as nearly as possible determine the open market rent value on the date when the rent is to apply for the premises having regard to the following matters:

- a) the Lessor is a willing but not anxious Lessor and the Lessee is a willing but not anxious Lessee;
- b) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
- c) the Lessor and the Lessee are well acquainted with the demised land and aware of any factors which might affect its value;
- d) the length of the lease term and the period between rent reviews;
- e) the terms and obligations of the Lease;
- f) the permitted use under the Lease;
- g) the rental of comparable premises;
- h) rents paid to the Lessee under any sub-leases or licences;
- i) but shall disregard the value of any improvements owned by the Lessee, sub-lessees or licensees.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

SCHEDULE C
SPECIAL CONDITIONS FOR NBN CO LTD GREENFIELD SITES

The following additional definitions apply to Schedule C:

Adjoining Land means land that is adjacent or adjoining the Land and is controlled by the Lessor; and

Government Agency means any government or any governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

14.1 Electricity Connection

During the continuance of the term, the Lessor grants to the Lessee the right to install an electricity supply connection to the premises from a reliable source (including a back-up electricity supply connection) across Adjoining Land as shall be necessary and as the Lessor shall reasonably determine;

14.2 Other Utilities Connection

During the continuance of the term, the Lessor grants to the Lessee the right to install any other utilities connection to the premises across Adjoining Land as shall be necessary and as the Lessor shall reasonably determine;

14.3 Access

14.3.1 The Lessor grants to the Lessee, pedestrian and vehicular access to and from the premises along such defined route as the Lessor shall reasonably determine to an adjoining public roadway including the right to construct any road or track required for the foregoing purpose. Any road or track constructed by the Lessee shall be constructed and maintained to a standard specified by the Lessor. The Lessor does not warrant that any portion of such route comprising a road which the Lessor has a duty to maintain will be accessible at all times but the Lessor will use reasonable endeavours to keep the same open save when closed for necessary repairs and maintenance or any other cause which necessitates its closure. The maintenance of any road or track constructed by the Lessee pursuant to this sub-clause shall be the responsibility of the Lessee and not the Lessor.

14.4 Other Leases/Licences

The Lessor will not during the term grant a lease or licence of land for telecommunications purposes-

14.4.1 to which the Lessee, between the application for such lease or licence and its granting, acting reasonably objects in writing; and

14.4.2 in respect of which the Lessee proves to the Lessor's satisfaction that the use of the land, for which the lease or licence is applied, would unreasonably interfere with the specified purpose of the premises.

The Lessor will provide the Lessee with reasonable advance notice of any lease or licence to which this clause relates.

14.5 Consents and Approvals

The Lessor hereby irrevocably appoints the Lessee as the Lessor's attorney to make application, at the Lessee's expense, for any consent or approval necessary for the use of the premises for any specified purpose and to exercise and procure, at the Lessee's expense and request, every right of appeal arising from a determination of any such application adverse to the Lessee. The Lessor must execute and do all such acts, matters, things and documents, at the Lessee's expense and reasonable request, to authorise the Lessee to obtain such consent or approval as aforesaid.

14.6 Lessor's Warranty and Covenant

The Lessor-

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

14.6.1 Warrants that the Lessor has not received any notice pursuant to the *Environment Protection Act 1970*, and

14.6.2 Covenants that the Lessor will not knowingly, nor will it knowingly permit any third party to, have upon any Adjoining Land any substance which the Lessor knows is likely to cause interference with the use of the premises for the specified purpose.

14.7 Telecommunications Act

14.7.1 This Lease is without prejudice to the Lessee's rights under the *Telecommunications Act 1997 (Cth)*.

14.7.2 Notwithstanding sub-clause 14.7.1, the Lessor acknowledges and agrees:

(a) to waive its rights to be given notice under the provisions of the *Telecommunications Act 1997 (Cth)*; and

(b) it will not make any claim against the Lessee in relation to clause 42 of Schedule 3 of the *Telecommunications Act 1997 (Cth)*.

14.8 Shared Use

The Lessee must co-operate fully with the Lessor and with any third party desirous of installing, maintaining and operating communications equipment in or upon the premises including any Lessee's improvement on the premises and will by way of sub-lease or licence grant to every such third party the right to install, maintain and operate communications equipment as aforesaid in every case except:

14.8.1 where the Lessee and the third party are unable to agree on fair and reasonable terms and conditions, including rent, or licence fee, in relation to the proposed sub-lease or licence; or

14.8.2 where the Lessee demonstrates to the Lessor's reasonable satisfaction that the proposed installation, maintenance or operation of the third party's communication equipment will interfere with the Lessee's use of the premises for the specified purpose.

14.9 Cabling

14.9.1 For the purpose of the operation of the Lessee's telecommunications facility, network and service, the Lessor will permit the Lessee to install, erect, construct, dismantle, maintain, repair, replace, vary, add and use above or below ground cabling to and from the Premises and any other installations of the Lessee on the Adjoining Land or to connect to any adjoining or adjacent telecommunications structure or facility or to connect to adjoining roads or services and where necessary to construct supports for that cabling. When exercising its rights under this clause, the Lessee must:

14.9.1.1 not cause any lasting material damage to the Adjoining Land or material interference with the Lessor; and

14.9.1.2 restore the surface of the Adjoining Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

14.9.2 In the event of parts of the Land not being contiguous one with the other or the Land being partly or wholly on the rooftop of a building on the Adjoining Land the Lessee may run such above or ground cabling, wiring, conduit, earthing straps, cable trays and support structures over the Adjoining Land or within or upon the building on the Adjoining Land on which the Premises are situated as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Adjoining Land or material interference with the Lessor.

14.10 Electricity Easement

14.10.1 If, pursuant to clause 14.1, the Lessee is required to connect to an electricity supply on or over Adjoining Land, the Lessor must grant an easement across the Adjoining Land to enable the Lessee to connect the Premises to that electricity supply as may be required by

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

the relevant electricity supplier (Easement).

- 14.10.2 Notwithstanding anything else in clause 14.10, the Lessor is not required to grant the Easement on or over Adjoining Land if, in the opinion of the Lessor acting reasonably, granting the Easement would affect any other easement or agreement for the use of the Adjoining Land.
- 14.10.3 Providing that the Easement is granted pursuant to clause 14.10.1, the Lessor consents to the Lessee permitting an electricity supplier to enter the Adjoining Land from the date the Easement is granted for the purpose of constructing electricity infrastructure and associated structures required by the Lessee.
- 14.10.4 The Lessee will be responsible for preparing the Easement documentation and must pay all fees payable to Land Victoria in connection with the registration of the Easement.
- 14.10.5 In anticipation of the grant of Easement, the Lessor hereby consents to the Lessee permitting the relevant electricity supplier to enter the Land or the Adjoining Land, as from the Commencement Date for the purpose of constructing electricity infrastructure and associated structures required for the purposes of the proposed Easement.

14.11 Lessee's improvements

The Lessee may during the term install, remove, modify, vary, maintain, use and operate on the Premises such Lessee's improvements as is necessary for the specified purpose, subject to clause 4.1.

14.12 The Lessee's right to terminate

In addition to any rights the Lessee may have to terminate this Lease for breach of the Lessor's Covenants:

- 14.12.1 if the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access; or
- 14.12.2 if any application for a required consent or permit for the installation and use of the Premises as part of a telecommunications facility, network or service is rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- 14.12.3 any application to a Government Agency for a required consent, permit or licence for the installation and use of the Premises as part of a telecommunications facility, network or service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- 14.12.4 if the Premises are rendered unfit for the Lessee's use by reason of the emergence of physical, radio or other interference,

then the Lessee may terminate the Lease immediately by notice to the Lessor, providing that the Lessee is acting reasonably in applying this clause.

14.13 [Not Used]

14.14 Rent Abatement

14.14.1 If the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the specified purpose from the date upon which the destruction or damage occurs until the earlier of the date upon which it is repaired and the date of termination of the Lease pursuant to clause 14.12.1.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

14.14.2 If there is a dispute between the parties as to the proportion of Rent to be abated pursuant to clause 14.12.1 which is not resolved within 20 days after notice by one party to the other of the nature of the dispute then:

14.14.2.1 the dispute may be referred by either party for determination by an expert who is an appropriate practising professional appointed at the request of either party ("Expert"), by:

- (a) the President of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the President for the time being of the Law Institute of Victoria; or
- (b) if there is no such body in existence at the time of the request, the President for the time being of an equivalent body;

14.14.2.2 each party may make a submission either orally or in writing to the Expert within 20 days after that appointment;

14.14.2.3 in making a determination the Expert must:

- (a) act as an expert and not as an arbitrator;
- (b) consider any submission made to it by a party; and
- (c) provide the parties with a written statement of reasons for the determination;

14.14.2.4 in the absence of manifest error the determination of the Expert is conclusive and binding on the parties;

14.14.2.5 the costs of the Expert will be shared equally between the parties unless otherwise determined by the Expert; and

14.14.2.6 if the Expert fails to deliver a determination within 30 days after the last day on which the parties are entitled to make submissions, either party may require the appointment of a further Expert under clause 14.14.2.1 to determine the dispute.

14.15 Special Conditions

The parties acknowledge and agree that the Special Conditions take precedence over the General Conditions to the extent of any inconsistency between the Special Conditions and the General Conditions.

14.16 Variation to Paragraph 3.6

Sub-paragraph 3.6 is amended by inserting the following at the beginning of the clause:

"Other than a sign, advertisement or notice required by law to be displayed on the Premises, or as a prudent safety precaution, the Lessee must..."

14.17 Variation to Paragraph 3.9

Paragraph 3.9 is amended as follows:

14.17.1 Sub-paragraph 3.9.1.1 is amended in inserting "*subject to clause 3.9.2*" at the beginning of clause 3.9.1.1.

14.17.2 The follow sub-clause is inserted:

"3.9.2 Condition at Termination

If the Lessee remains in occupation of the Land or Premises pursuant to Clause 6.18, the Lessee will not be required to remove any of the Lessee's improvements (including but not limited to any tower, monopole, mast or similar structure) it has brought onto the Land unless the Lessor serves written notice to remove the Lessee's improvements within a reasonable time being up to 90 days from the date the written notice is served on the Lessee."

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

14.18 Variation to Paragraph 3.13

14.18.1 The words "or any reasonable greater amount which either party requires" are deleted from paragraph 3.13.

14.18.2 Sub-paragraphs 3.13.4.3 and 3.13.4.4 are deleted and replaced with the following sub-paragraph 3.13.4.3:

"notify the Lessor in writing immediately on becoming aware that the insurance policy will be cancelled for any reason."

14.18.3 Sub-paragraph 3.13.4.5 is deleted and replaced with the following:

"ensure that the policy is taken out with a Reputable Insurer being an insurer who is:

- (a) a reputable APRA authorized insurer(s); or
- (b) APRA exempt and maintains a Standard & Poor's rating of A minus or higher (or an equivalent rating agency rating)."

14.18.4 The following sub-paragraphs are added to this Lease:

"3.13.5.1 The Lessor must have in force and maintain with a Reputable Insurer for the Term a valid and enforceable public liability policy of insurance and must ensure that the Lessor's public liability insurance policy indemnifies the Lessor against liability for personal injury and property damage arising from the activities contemplated within the Lease."

14.18.5 The provisions of sub-paragraphs 3.13.4.1 and 3.13.4.2 do not apply to the Lessee named in this Lease but do apply to that Lessee's assignee.

14.19 Variation to Paragraph 3.14

The following sub-paragraph is added to paragraph 3.14 after "fire suppression":

"and agrees to provide the Lessee with as much notice as reasonably practicable in the circumstances."

14.20 Variation to Paragraph 4.7

14.20.1 Sub-paragraph 4.7.1 is amended by:

- (a) adding the words "or a Government Agency" after the words "other than to a related body corporate."
- (b) adding the words "or sublessee or licensee" after the words "proposed assignee".
- (c) replacing sub-clause 4.7.1.7 with the following:

"4.7.1.7 provided always that:

4.7.1.7.1 the Lessor reserves the right to require the assignee's performance of obligations under this Lease (the assignee not being a related body corporate of the Lessee or a company whose shares are listed on the Australian Stock Exchange Limited) to be guaranteed by one or more guarantors who are reasonably acceptable to the Lessor the terms of such guarantee to be to the Lessor's reasonable satisfaction; and

4.7.1.7.2 if this Lease is assigned, the Lessor and Lessee will cease to be liable for any of their respective covenants which arise, or are liable to be performed, on or after the date of assignment. However, the Lessor and Lessee are not released in respect of breaches of covenants which arose before the date of assignment."

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

14.20.2 Sub-paragraph 4.7.2 is amended by:

- (a) adding the words “, or is a Government Agency,” after the words “is the first Lessee under this Lease, a related Body Corporate to that lessee.”
- (b) adding the following at the end of sub-clause 4.7.2:
“If this Lease is assigned, the Lessor and Lessee will cease to be liable for any of their respective covenants which arise, or are liable to be performed, on or after the date of assignment. However, the Lessor and Lessee are not released in respect of breaches of covenants which arose before the date of assignment.”

14.21 Variation to Paragraph 6.2

Paragraph 6.2 is amended as follows:

14.21.1 Sub-paragraph 6.2.1 is amended by replacing the words “whether formally demanded or not” with the following:

“the Lessor may serve notice on the Lessee requiring remedy of the default within a reasonable time having regard to the nature of the default specified in the notice (such period to be not less than 14 days);”

14.21.2 Sub-paragraph 6.2.2 is replaced with the following:

“if, in accordance with clause 6.8, the Lessee breaches an essential term of the Lease, the Lessor may serve notice on the Lessee requiring remedy of that breach within a reasonable time having regard to the nature of the default specified in the notice (such period to be not less than 30 days) and the Lessee fails to remedy that breach within the time specified in the notice;”

14.21.3 Sub-paragraph 6.2.10 is replaced with the following:

“if the Lessee fails to comply with any material condition for the erection of any Lessee’s works, in accordance with clause 3.3, the Lessor may serve notice on the Lessee requiring remedy of that failure to comply with any material condition within a reasonable time having regard to the nature of the non-compliance such period to be not less than 30 days.”

14.22 Variation to Paragraph 6.8

Sub-paragraph 6.8.5 is varied by adding the following words:

“, except in accordance with clause 4.7”.

14.23 Variation to Paragraph 6.17.2

Sub-paragraph 6.17.2 is amended by inserting the following at the end of the sub-clause:

“The Lessor must not take prospective purchasers through the Premises, the Lessee’s improvements or facility without the Lessee’s prior consent, such consent may include reasonable conditions.”

14.24 Variation to Paragraph 6.26

14.24.1 Sub-paragraph 6.26.1.1 is deleted.

14.24.2 Sub-paragraph 6.26.1.4 is amended by deleting the words “or to the Lessee at the Lessee’s registered office or last or usual place of abode or business.”

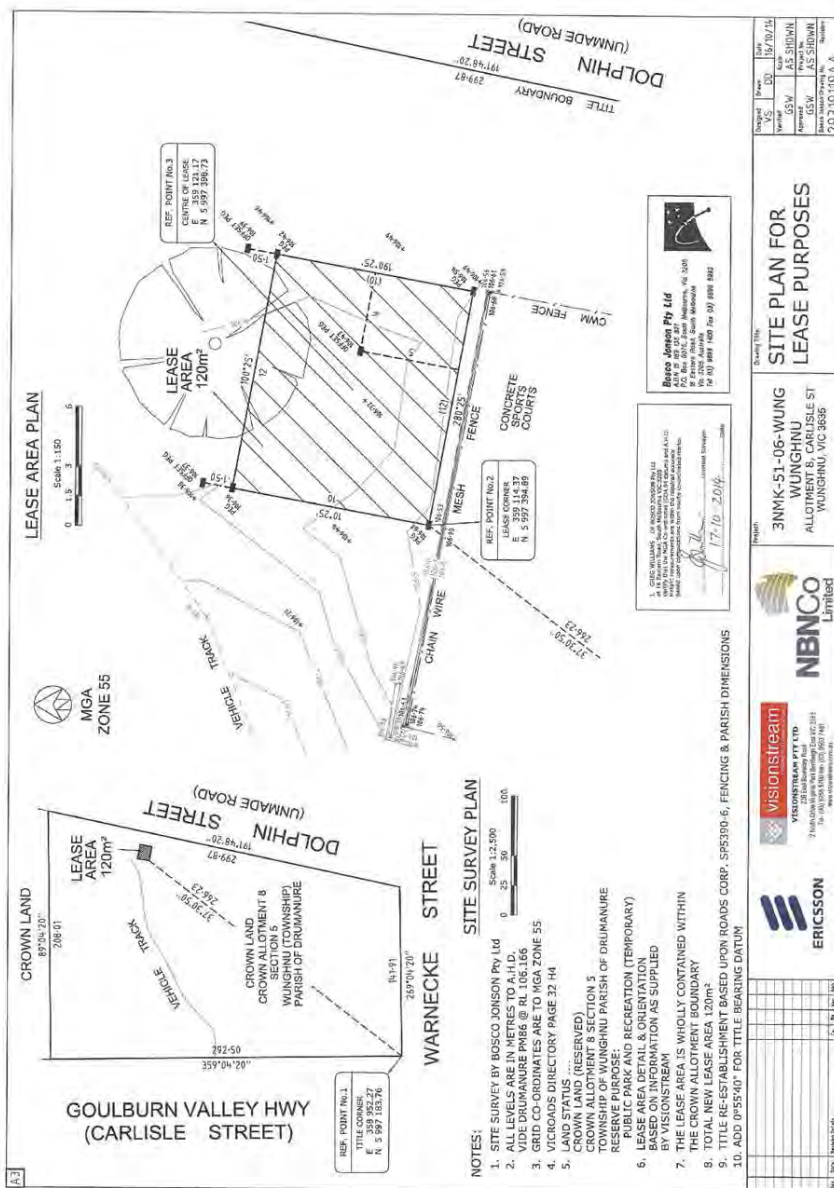
FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [1] - Attachment 1 - NBN Co - Wunghnu - Final Draft Lease

APPENDIX A



PLAN

NOTE:- The area bearings and measurements are approximately given in this plan.
The measurements are in metres and the area is in square metres/hectares.

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan

DATE OF ISSUE	05/09/14								
DRAWING PACKAGE VERSION	1								
GENERAL									
3NMK-51-06-WUNG-T1	COVER SHEET	01							
3NMK-51-06-WUNG-C1	SITE SPECIFIC NOTES	01							
3NMK-51-06-WUNG-C2	OVERALL SITE PLAN	01							
3NMK-51-06-WUNG-C3	SITE SETOUT PLAN	01							
3NMK-51-06-WUNG-C4	SITE ELEVATION	01							
ELECTRICAL									
RF AND TX CONFIGURATIONS AND EME EXCLUSION ZONES									
3NMK-51-06-WUNG-A1	NBN ANTENNA CONFIGURATION & SETOUT PLAN	01							
STRUCTURAL									
CIVIL									
TOWER DESIGN									
LEASE									
DISTRIBUTION									
ERICSSON	ARMANDO GUZMAN	E							
VISIONSTREAM	JOE KLEINITZ	E							

LEGEND> E (EMAIL); F (Fax); M (Mail); H (Hand); C (Courier)

**SITE No. 3NMK-51-06-WUNG
WUNGHNU**

**ALLOT 8, CARLISLE STREET
WUNGHNU
VIC 3635**

RFNSA No.: TBC



PROJECT SUMMARY

NBN GREENFIELD
NBN 60m LATTICE TOWER
NBN OUTDOOR CABINET ON CONCRETE SLAB



Project:
NATIONAL BROADBAND
NETWORK
SITE No: 3NMK-51-06-WUNG
WUNGHNU
ALLOT 8, CARLISLE STREET
WUNGHNU
VIC 3635

PRELIMINARY

01 05/09/14 PRELIMINARY GA
Rev Date Revision Details CAD

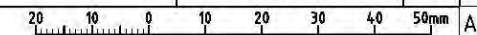


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DRAFTED BY: GA
CHECKED BY: DG
APPROVED BY: JRK

Drawing Title:
COVER SHEET

Drawing No:
3NMK-51-06-WUNG-T1
Revision
01



Client: NBN Co Limited
Client: ERICSSON
Project: NATIONAL BROADBAND NETWORK
SITE No: 3NMK-51-06-WUNG WUNGHNU
ALLOT 8, CARLISLE STREET WUNGHNU VIC 3635
PRELIMINARY
01 05/09/14 PRELIMINARY GA
Rev Date Revision Details CAD
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Drawing Title:
COVER SHEET
Drawing No:
3NMK-51-06-WUNG-T1
Revision
01
CAD File: M:\National\Ericsson - Shepparton Expansion\Wunghnu NBN\3NMK-51-06-WUNG\600 Design (Prime)\6 - AutoCAD\3NMK-51-06-WUNG-A_Rev01.dwg Date: Friday, 5 September 2014 3:46:48 PM Login: mat

FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan


SITE INFORMATION:

1. SITE ADDRESS
ALLOT 8, CARLISLE STREET, WUNGHNU, VIC 3635.
2. GENERAL
THE CONTRACTOR SHALL COMPLY WITH ALL RELEVANT NBN CONSTRUCTION STANDARDS, AUSTRALIAN STANDARDS AND SPECIFICATIONS.
3. SITE ACCESS
SITE OWNER TO BE CONTACTED PRIOR TO ACCESSING SITE.
NBN SITE IS LOCATED 25.5km NORTH OF SHEPPARTON. FROM SHEPPARTON, TAKE THE NATIONAL HWY/GOULBURN VALLEY HWY A39 FOR 25.1km TO WARNECKE ST. SITE ENTRY IS THROUGH THE RECREATION RESERVE MAIN ENTRANCE. TAKE THE LEFT HAND SIDE ACCESS TRACK TO THE SITE LOCATED AT THE REAR OF THE EXISTING TENNIS/BASKETBALL COURTS.
4. EQUIPMENT
NBN OUTDOOR CABINET TO BE INSTALLED WITHIN NBN LEASE AREA.
5. STRUCTURE
NBN 60m LATTICE TOWER.
6. ANTENNA ACCESS
PANEL ANTENNA ACCESS VIA LATTICE TOWER MOUNTED ACCESS LADDER WITH FALL ARREST OR EWP (BY QUALIFIED PERSONNEL ONLY).
PARABOLIC ANTENNA ACCESS VIA LATTICE TOWER MOUNTED ACCESS LADDER WITH FALL ARREST OR EWP (BY QUALIFIED PERSONNEL ONLY).
7. EXISTING SERVICES
THE CONTRACTOR SHALL IDENTIFY AND CONFIRM THE LOCATION OF ALL RELEVANT EXISTING SERVICES AS REQUIRED PRIOR TO THE COMMENCEMENT OF WORKS.
8. EXISTING SITE HAZARDS
THE FOLLOWING HAZARDS ARE PRESENT ON SITE:
- ELECTRICAL CABLING AND/OR TRIP HAZARDS
- MANUAL HANDLING
- WORKING AT HEIGHT
9. ELECTRICAL SUPPLY
NEW POWER SUPPLY SHALL BE PROVIDED IN LIAISON WITH THE PDWER SUPPLY AUTHORITY (POWERCOR).
10. TRANSMISSION LINK
REFER TO NBN ANTENNA CONFIGURATION ON DRAWING A1 FOR DETAILS.
11. SITE SPECIFIC INFORMATION
- COMMON METERING REQUIRED
12. WIND LOAD PARAMETERS


SITE TOPOGRAPHICAL DATA		
REGION	TERRAIN CATEGORY	TOPOGRAPHIC MULTIPLIER
TBC	TBC	TBC

13. SITE SIGNAGE REQUIREMENTS
THE FOLLOWING SITE SIGNAGE SHOULD BE PRESENT ON SITE:
- MERCS-1, 1500mm AGL, REFER TO NBN-STD-0025.
- MERCS-2, AFFIX TO SITE ACCESS GATE, REFER TO NBN-STD-0025.
- HAZARDOUS VOLTAGE SIGN, REFER TO ERICSSON NBN RAN INSTALLATION DESIGN/CONSTRUCTION SPECIFICATION.
- CLIMBING FALL ARREST DEVICE SIGN, REFER TO ERICSSON NBN RAN INSTALLATION DESIGN/CONSTRUCTION SPECIFICATION.
- SITE ENQUIRY.

Client:



Client:




Client:

Project:

NATIONAL BROADBAND NETWORK
SITE No: 3NMK-51-06-WUNG WUNGHNU
ALLOT 8, CARLISLE STREET
WUNGHNU
VIC 3635

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Rev	Date	Revision Details	CAD
01	05.09.14	PRELIMINARY	GA



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CHECKED BY: DG
APPROVED BY: JRK

Drawing Title:
SITE SPECIFIC NOTES

Drawing No:	Revision
3NMK-51-06-WUNG-C1	01

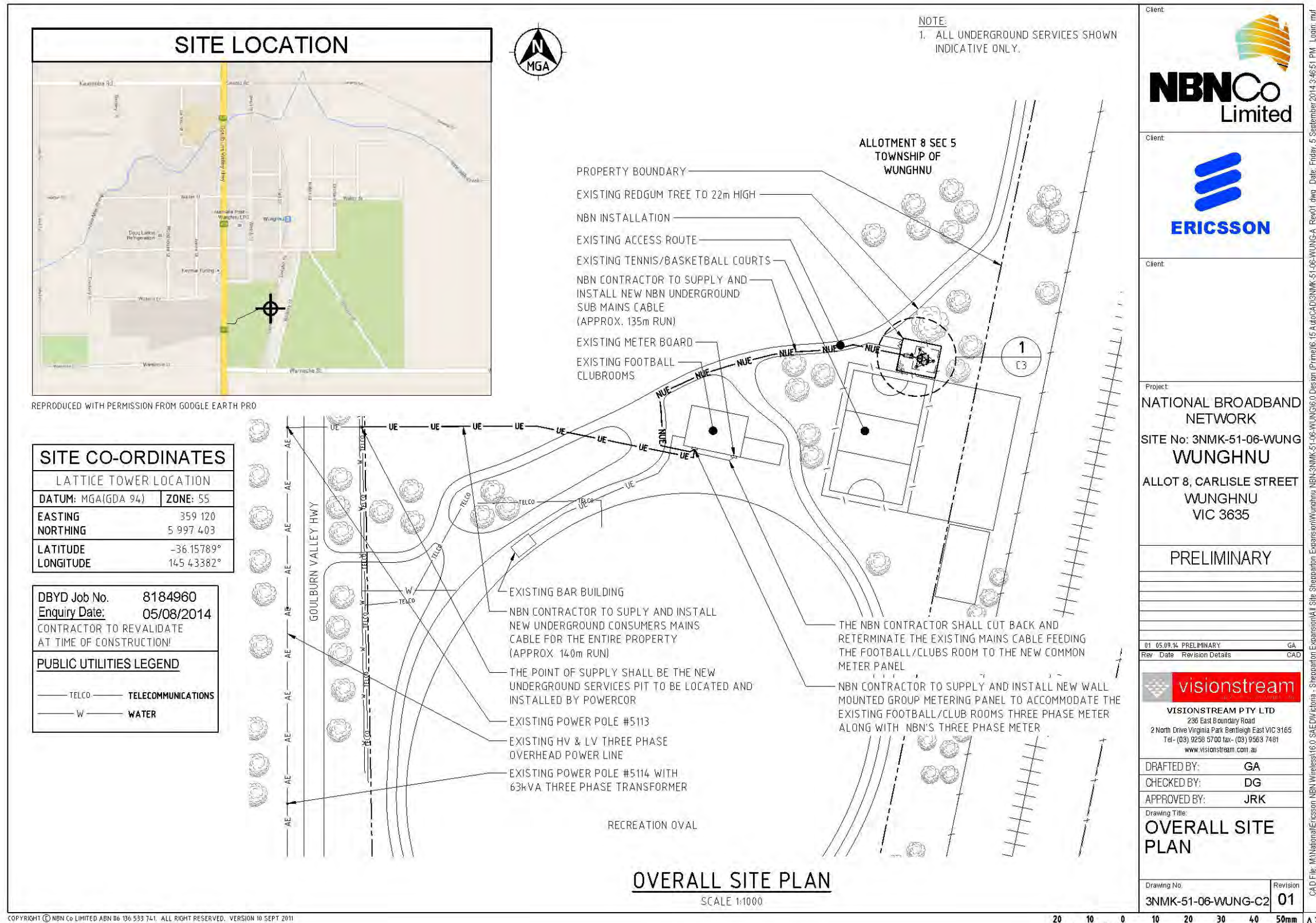
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FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan

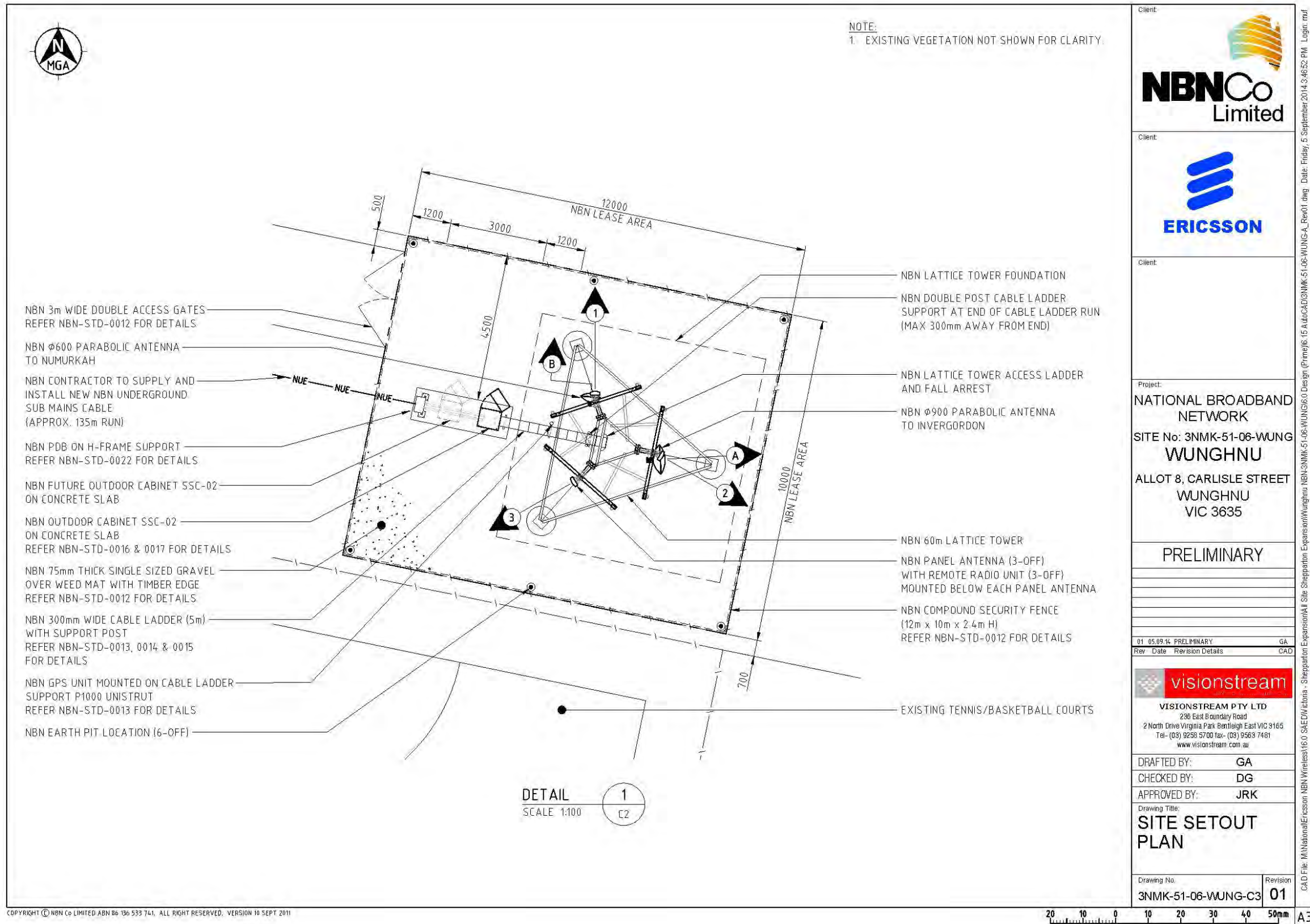


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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan

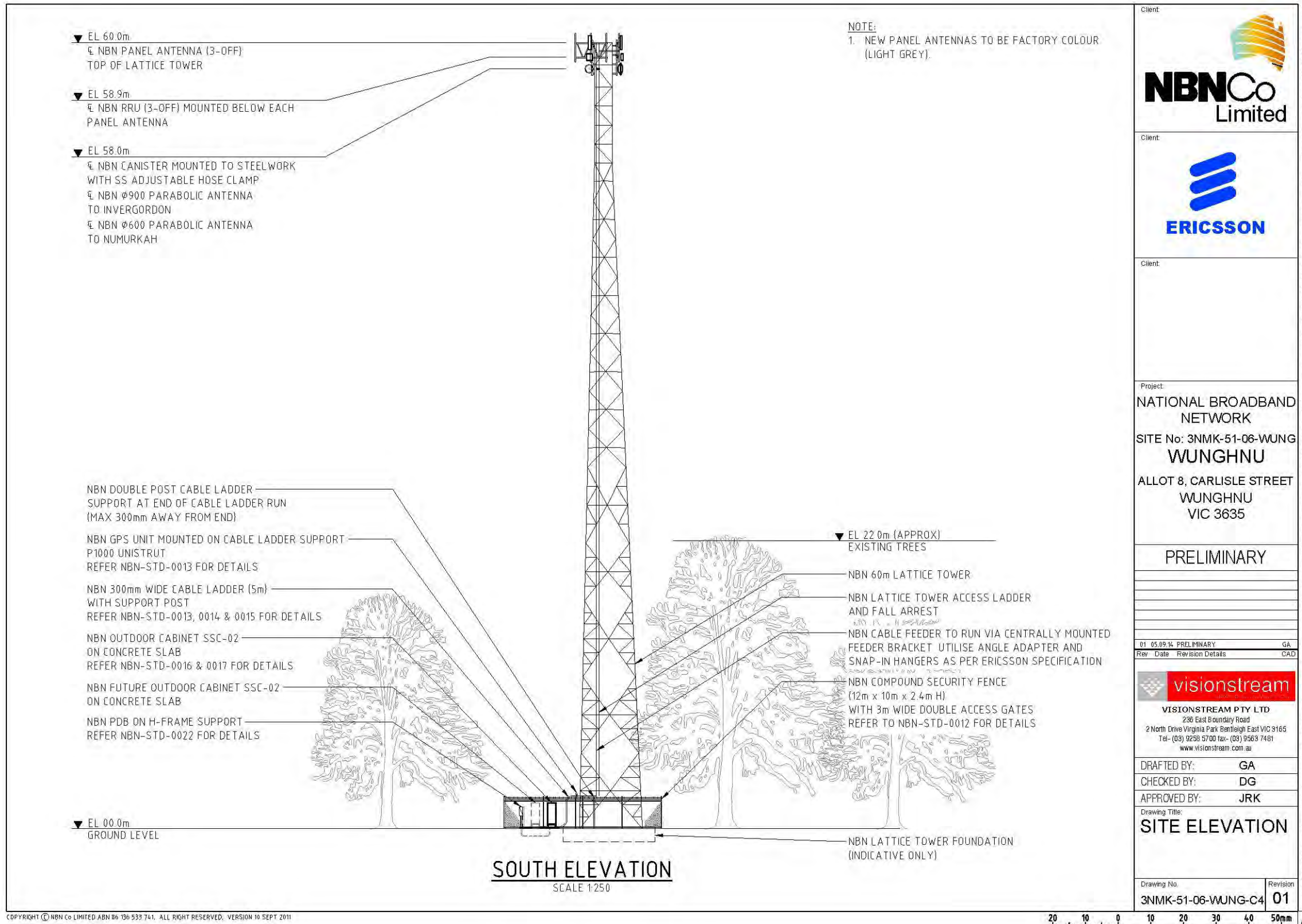


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(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
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LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan



FILE NO: F14/341
2. COMMUNITY

ITEM NO: 9.2.9
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND LIVEABILITY, ANDREW CLOSE)

LEASE TO NATIONAL BROADBAND NETWORK - WUNGHNU (cont'd)

ATTACHMENT No [2] - Attachment 2 - NBN Co - Wunghnu - Proposed Construction Plan

NBN ANTENNA CONFIGURATION																				
SECTOR	SYMBOL	ANTENNA DETAIL							MAIN FEEDER DETAIL				RRU DETAIL			RF TAIL		RET CABLE		
		TYPE	DIMENSION (HxWxD)	CL HEIGHT	AZIMUTH (TN)	MECH TILT	ELEC TILT (NOTE 1)	DESTINATION	QUANTITY RAU	TYPE	OVERALL LENGTH	CANISTER HEIGHT	CANISTER TO RRU LENGTH	TYPE	CL HEIGHT	LOCATION	TYPE	LENGTH	TYPE	LENGTH
1	①	ARGUS LLPX310R	1077x300x115	60.0m	0°	0°	6°													
2	②	ARGUS LLPX310R	1077x300x115	60.0m	120°	0°	6°			H&S HYBRID φ24.4mm	70.0m	58.0m	4.0m	RRUS61	58.9m	BELOW ANTENNA	H&S 1/2" BIRD PROOFED LISCA CABLE	1.5m	1/TSR 484 21/2000	2.0m
3	③	ARGUS LLPX310R	1077x300x115	60.0m	240°	0°	6°						4.0m	RRUS61	58.9m	BELOW ANTENNA	H&S 1/2" BIRD PROOFED LISCA CABLE	1.5m	1/TSR 484 21/2000	2.0m
A	Ⓐ	PARABOLIC	φ900	58.0m	87°			INVERGORDON	1	7.6mm ERICSSON	70.0m									
B	Ⓑ	PARABOLIC	φ600	58.0m	5°			NUMURKAH	2	7.6mm ERICSSON	70.0m									
GPS		KRE 101 2082/1	φ69x96	2.5m						7.6mm ERICSSON	5.0m									

NOTE:
1. SUBJECT TO CHANGE.

ANTENNA SETOUT PLAN
SCALE 1:100

Client:

Client:

Project:
NATIONAL BROADBAND NETWORK
SITE No: 3NMK-51-06-WUNG
WUNGHNU
ALLOT 8, CARLISLE STREET
WUNGHNU
VIC 3635

PRELIMINARY

01 05.09.14 PRELIMINARY	GA
Rev	Date
Revision Details	CAD

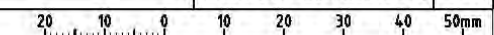
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DRAFTED BY: GA
CHECKED BY: DG
APPROVED BY: JRK

Drawing Title:
NBN ANTENNA CONFIGURATION & SETOUT PLAN

Drawing No.	Revision
3NMK-51-06-WUNG-A1	01

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Client: NBN Co Limited
Client: ERICSSON
Project: NATIONAL BROADBAND NETWORK
SITE No: 3NMK-51-06-WUNG
WUNGHNU
ALLOT 8, CARLISLE STREET
WUNGHNU
VIC 3635
PRELIMINARY
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Drawing Title:
NBN ANTENNA CONFIGURATION & SETOUT PLAN
Drawing No. 3NMK-51-06-WUNG-A1 Revision 01
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FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND YARRAWONGA

RECOMMENDATION

That Council:

1. Resolve to enter into separate leases with Optus Mobile Pty Ltd to occupy an area on each of the Moira Shire Council telecommunication towers and land located at 44 Station St Cobram, 97-99 Melville St Numurkah and 26-30 Belmore St Yarrawonga.
2. Authorise the CEO to sign and seal the lease documents,

1. Executive Summary

Optus Mobile Pty Ltd currently leases part of the land and space on Moira Shire Council's telecommunication towers in Cobram, Nathalia, Numurkah and Yarrawonga.

Optus Mobile Pty Ltd (Optus) plans a major upgrade to 4G mobile telecommunication technology in the local area in the near future. Prior to making this commitment, however, Optus wish to secure tenure over their currently leased sites where the lease is due to expire within the next three years.

The Optus leases of space on Council towers in Cobram, Numurkah and Yarrawonga are due to expire within the next three years and this report begins the statutory process required for consideration of new leases at those sites.

The new leases propose essentially the same lease conditions and rental for each of the three sites and a copy of the proposed lease and terms for each site are attached to this report. A lease term of 20 years and a similar rental amount for each site is proposed.

In comparison to the original leases, the new leases contain essentially the same general terms and conditions, although it must be recognised that the new documents are different due to the changes in writing styles and legal requirements of leases which have occurred since the original leases commenced.

In accordance with section 190 of the Local Government Act (LGA), Council published a public notice of a proposed leases and invited submissions under section 223 of the LGA. No submissions were received.

A resolution is sought from Council to sign and seal the lease documents for the Optus sites in Cobram, Numurkah and Yarrawonga.

2. Background and Options

Optus plans a major upgrade of their local telecommunications technology to the fourth generation (referred to as 4G). The proposed 4G technology will provide, in addition to the usual voice and other services of 3G, enhanced mobile internet access, internet protocol's telephony (IP telephony), gaming services, high definition mobile and 3D television and cloud computing capability.

Prior to the roll-out of the 4G technology, Optus wishes to secure tenure over their current sites where the lease expires within the next three years and have offered new and consistent lease arrangements for the Cobram, Numurkah and Yarrawonga sites.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND YARRAWONGA (cont'd)

It is proposed that the new leases commence the day after the current leases expire. The following Table provides the current and proposed lease period and rental details for each site:

Site	Original Lease			New Leases
	Start Date	End Date	Rental	
Cobram	1/4/1997	31/3/2017	\$5,000 indexed by 5% pa. Current Rental \$11,460.09	20 year term with options to terminate at 5 year intervals. Rental commencing at \$10,000 indexed by 3% pa
Numurkah	26/5/1997	25/5/2017	\$5,000 indexed by 5% pa. Current Rental \$11,406.09	
Yarrowonga	1/11/1995	31/10/2015	\$5,000 indexed by 5% pa. Current Rental \$12,634.75	

*All values exclude GST

Optus has provided a draft lease with a twenty year term for Council consideration.

3. Financial Implications

The proposed rental payment for each site is \$10,000 ex GST in the first year to be indexed by 3% on each anniversary. The net present value of the proposed leases is therefore, \$600,000.

The rental of the original leases commenced at \$5,000 with indexation of 5% on each anniversary.

The current rental amounts ex GST for each site are:

- Cobram \$11,460.09
- Numurkah \$11,460.09
- Yarrowonga \$12,634.75

While the proposed rental on commencement is less than the current rental being paid, it is usual at the end of a lease to review the rental and indexation and align them to the general market at the time of renewal. It is recommended that the proposed rental represents a fair market value for each of the sites.

4. Risk Management

Optus will carry all risks associated with the equipment upgrade and their continued operations. The proposed lease imposes no significant additional risk to Council and is protected from liability associated with Optus operations by the terms and conditions of the lease.

5. Internal and External Consultation

The intent of this report is to seek Council's consent to enter into a lease with Optus for land and space on Council's telecommunications towers in Cobram, Numurkah and Yarrowonga.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND YARRAWONGA (cont'd)

An advertisement of the proposed leases appeared in the newspaper media in Cobram, Numurkah and Yarrowonga on 3 December 2014. Members of the public were invited to make a submission on the proposed leases in accordance with section 223 of the LGA by 16 January 2015. No submissions were received.

6. Regional Context

The telecommunication services provided by Optus are vital components of the regional communications system. The proposal to upgrade the system to 4G will provide additional services to the region.

7. Council Plan Strategy

The proposed leases will provide secure tenure to Optus and secure their commitment to upgrade their telecommunication services which is consistent with Moira Shire Council Plan strategies relating to investment attraction and commercial development, as well as supporting the wider community's access to more effective communication services.

8. Legislative / Policy Implications

Council has complied with section 190 of the LGA by advertising the proposed leases and inviting submissions in accordance with section 223 of the LGA.

9. Environmental Impact

As Optus already occupy the land and tower space under each of the specified towers, there is no change to the level of environmental impact caused by their operations which are currently permitted under lease.

Optus has on-going lease obligations to address any environmental issues associated with their equipment and activities.

10. Conflict of Interest Considerations

There are no known officer conflicts of interest.

11. Conclusion

Optus plans a major upgrade to 4G mobile telecommunication technology in the local area in the near future. Prior to making this commitment, however, Optus wishes to secure tenure over their leased sites where the current lease is due to expire within the next three years.

The new leases contain essentially the same lease terms and conditions as the current leases while proposing a 20 year lease term with a rental on commencement of \$10,000 indexed by 3% per annum at each site.

A Council resolution is sought to enter into the Optus leases for land and tower space on Moira Shire Council's telecommunications towers in Cobram, Numurkah and Yarrowonga.

Attachments

- 1 Attachment 1 - Optus - Draft Lease Cobram, Numurkah and Yarrowonga
- 2 Attachment 2 - Cobram - Heads of Terms
- 3 Attachment 3 - Numurkah - Heads of Terms
- 4 Attachment 4 - Yarrowonga - Heads of Terms

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrowonga

Telecommunications lease

[Site address for Cobram, Numurkah
and Yarrowonga towers to be inserted]

Site code: M0206 Cobram, M0514
Numurkah and M0194 Yarrowonga

Moira Shire Council (Lessor)
Optus Mobile Pty Limited (Lessee)

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrowonga**

Telecommunications lease

[Site address for Cobram, Numurkah and Yarrowonga towers to
be inserted]

Site code: M0206 Cobram, M0514 Numurkah and M0194
Yarrowonga

Information table	5
Agreed terms	7
1. Defined terms & interpretation	7
1.1 Defined terms	7
1.2 Interpretation	8
2. Demise	8
3. Implied covenants and powers	8
3.1 Inclusion of implied covenants	8
3.2 Contravention of Statute - severance	8
4. Term of Lease and holding over	9
4.1 Term of the Lease	9
4.2 Termination on a Break Date	9
4.3 Yearly tenancy - holding over	9
5. Payment	9
5.1 Lessee's covenant	9
5.2 Payment of Rent	9
5.3 EFT payments	9
5.4 No payment of Rent until physical installation	9
5.5 Rates, taxes and outgoings	9
5.6 Definitions	10
5.7 ABN	10
5.8 Lessor registered for GST	10
5.9 Lessor not registered for GST	11
6. Use of Premises	12
6.1 Permitted use	12
6.2 Adjoining Land	12
6.3 Requirements of Government Agencies	12
6.4 Cabling	12
6.5 Non-contiguous Premises	12
6.6 Consents	13
6.7 Guy anchors and guy wires	13
6.8 Licence to affix and suspend Telecommunications Equipment	13
6.9 Reservations of rights to Lessor	13
7. Access to the Premises	14

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

8. Insurance, indemnities and release	14
8.1 Obligation to insure	14
8.2 Lessee's assumption of responsibilities	14
8.3 Negligence or default of Lessor	14
9. Installation and maintenance	14
9.1 Repair and maintenance	14
9.2 Construction and alterations	14
10. Electricity supply	15
11. Termination	15
11.1 Events of termination	15
11.2 Time to remedy breach	16
11.3 Effect on rights or liabilities	16
11.4 Lessee to yield up	16
11.5 Removal of Lessee's fixtures and chattels	16
11.6 Termination of prior leases	16
11.7 Additional Right of Termination	16
11.8 Refund of Rent on termination	16
12. Notices	16
12.1 Method of service	16
12.2 Time of service	17
12.3 Change of address	17
13. Assignment and subletting	17
13.1 Lessee not to assign	17
13.2 Assignment to a Related Body Corporate or a Carrier	17
13.3 Assignment	17
13.4 Subletting	17
14. Lessor's covenants	17
14.1 Quiet enjoyment	17
14.2 Restriction on Lessor's use of the Land	17
14.3 Lessor's covenant	17
14.4 No concurrent or superior lease or other dealing	17
14.5 Last right of refusal	18
15. Miscellaneous	19
15.1 Lessee to pay costs and disbursements	19
15.2 Without prejudice	19
15.3 Governing law	19
16. Definitions:	19
17. Consent to Tower Agreement	19
18. Assignment or termination of Tower Lease	19
18.1 Assignment of Tower Lease	19
18.2 Grant of Tower Lease to Lessee	19
18.3 Lessor and Lessee to enter into Tower Lease	20
19. Option in Tower Lease	20
20. Additional right of termination of the Lease	20

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

21. Trilocation	20
Signing page	21

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

Information table

Date

Parties

Name:
ABN:
Short form name: **Lessor**
Notice details: Postal address:
Telephone:
Email:
Attention:

Name: **Optus Mobile Pty Limited** ACN 054 365 696
Short form name: **Lessee**
Notice details: Postal address: 1 Lyonpark Road, Macquarie Park NSW 2113
PO Box 888, North Ryde NSW 1670
Telephone: (02) 8113 5128
Email: mdsspropertyissues@optus.com.au
Attention: National Site Acquisition Co-ordinator

Site Code

Items

- Item 1 (a) **Premises (clause 1.1)**
The part of the Land hatched in black on the plan in Annexure A, being part of the property known as []
- (b) **Land (clause 1.1)**
The whole of the land comprised in certificate of title volume [] folio []
- Item 2 **Commencement Date (clause 1.1)**
- Item 3 **Expiry Date (clause 1.1)**
- Item 4 **Term (clause 1.1)**
20 years

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

- Item 5 Break Date (clause 1.1)**
Each of the following dates:
- (a) the date that is 15 years before the Expiry Date; and
 - (b) the date that is 10 years before the Expiry Date; and
 - (c) the date that is 5 years before the Expiry Date.
- Item 6 Rent (clause 1.1)**
\$[] during the first year of the Term, and increased by 3% on each anniversary of the Commencement Date throughout the Term
- Item 7 Nominated Account (clause 5.3)**
Bank:
Branch:
Account Name:
BSB No:
Account No:
- Item 8 Tower Lease (clause 17)**
[This Item 8 is only to be completed by Optus if this site is a collocation site] [Insert appropriate variable: Not applicable / The leases between the Lessor and the Existing Carrier dated on or about ## commencing # and expiring #]

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrowonga**

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In the Lease:

Act means the Telecommunications Act 1997 (Cth).

Break Date means the date(s) stated in Item 5.

Business Day means any day in the State which is not a Saturday, Sunday or Public Holiday.

Carrier means a carrier as defined in the Act.

Commencement Date means the date stated in Item 2.

Expiry Date means, subject to clause 4.2, the date stated in Item 3.

Government Agency means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means a goods and services tax or like tax payable by the Lessor in respect of a supply under the Lease.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Land means the land described in Item 1(b).

Lease means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

Lessee includes the Lessee's successors and assigns or, if the Lessee is a natural person, its executors, administrators and assigns and in either case its employees, agents and contractors.

Lessor includes the Lessor's successors and assigns or, if the Lessor is a natural person, the Lessor's executors administrators and assigns and in either case the Lessor's employees, agents and contractors.

Month means calendar month.

Premises means the premises described in Item 1(a) being part of the Land.

Related Body Corporate where the Lessee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate.

Rent means the amount stated in Item 6.

Rent Commencement Date means the earlier of:

- (a) the date the Lessee substantially commences physical installation of the Telecommunications Equipment on the Premises;
- (b) the date the Lessee identifies in a notice to the Lessor the Lessee's intention to commence physical installation of the Telecommunications Equipment on the Premises; or

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

(c) the fifth anniversary of the Commencement Date.

State means the State of the Commonwealth of Australia in which the Land is situated.

Statute means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

Telecommunications Equipment means any and all equipment, ancillary installations and necessary or desirable equipment required to operate and maintain a telecommunications network and telecommunications service now and in the future.

Term means the term of the Lease set out in Item 4.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease.
- (b) words importing the singular include the plural and vice versa.
- (c) words importing a gender include any gender.
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency.
- (e) a reference to any thing includes a part of that thing.
- (f) a reference to a part, clause, party, information table, annexure, exhibit or schedule is a reference to a part and clause of and a party, information table, annexure, exhibit and schedule to the Lease.
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day.
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it.
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

2. Demise

The Lessor leases the Premises to the Lessee on the terms and conditions contained in the Lease.

3. Implied covenants and powers

3.1 Inclusion of implied covenants

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

3.2 Contravention of Statute - severance

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any Statute must in any such case and to such extent be severed from the Lease, and the Lease must be read as though such provision did not form part of the Lease at that time.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

4. Term of Lease and holding over

4.1 Term of the Lease

The Term commences on the Commencement Date and expires on the Expiry Date, subject to the provisions of the Lease.

4.2 Termination on a Break Date

If the Lessee gives the Lessor at least 6 months prior notice that it wishes to end the Term on a Break Date stated in the notice, that Break Date becomes the Expiry Date.

4.3 Yearly tenancy - holding over

If the Lessee occupies the Premises after the Expiry Date (other than pursuant to the grant of a further lease) without demand for possession by the Lessor, the Lessee does so as a yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy, except that the Rent will not escalate in the manner specified in Item 6 and will remain at the rate payable in the last year of the Term.

5. Payment

5.1 Lessee's covenant

The Lessee must pay the Rent to the Lessor during the Term.

5.2 Payment of Rent

The Rent for the first year of the Term will be paid on or before the Commencement Date. The Rent for the balance of the Term will be paid annually in advance on or before each anniversary of the Commencement Date. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

5.3 EFT payments

The Lessee may pay the Rent by Electronic Funds Transfer (EFT) to the account nominated in Item 7. The Lessor may notify another account in Australia to which payments may be made by EFT to replace the account stated in Item 7. The notification must be at least 30 days prior to the date for payment of Rent. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

5.4 No payment of Rent until physical installation

Despite any other provision in the Lease, the Lessee is not obliged to pay Rent from the Commencement Date to the Rent Commencement Date, and if the Rent Commencement Date is not an anniversary of the Commencement Date, the Lessee is only required to pay a pro rata of the Rent from the Rent Commencement Date to the next anniversary of the Commencement Date.

5.5 Rates, taxes and outgoings

The parties acknowledge and agree that:

- (a) the Rent is a gross amount and the Lessee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises) except for electricity charges which are payable by the Lessee under clause 10; and
- (b) the Lessor must pay all rates, taxes, charges, levies and outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises).

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

5.6 Definitions

In this clause 5.6 and clauses 5.7 to 5.9:

- (a) **ABN** means Australian Business Number being an 11 digit identifying number allocated by the Australian Business Register (www.abr.business.gov.au);
- (b) **RCTI** means recipient created tax invoice;
- (c) words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
- (d) a reference to the Lessor or Lessee includes their GST group representative member (if applicable).

5.7 ABN

- (a) The Lessor warrants that the Lessor:
 - (i) has an ABN; or
 - (ii) does not have an ABN, on the basis it is not entitled to have one under the *A New Tax System (Australian Business Number) Act 1999*; and
 - (iii) if it appoints a third party to manage the leasing of the Premises on its behalf and the third party's ABN is quoted in any tax invoice, invoice or other document relating to the Lease, the third party does so as agent for the Lessor in accordance with Australian Taxation Office's public ruling GSTR 2000/37; agency relationships and the application of the law.
- (b) If the Lessor does not have an ABN or the Lessor's ABN is cancelled, the Lessor must immediately notify the Lessee and unless the Lessor provides evidence that the Lessor is not entitled to have an ABN under the *A New Tax System (Australian Business Number) Act 1999*, the Lessor acknowledges that the Lessee will be required to deduct from each payment to the Lessor, PAYG withholding tax pursuant to section 12-190 of Schedule 1 to the *Taxation Administration Act 1953*.
- (c) If the Lessor does not comply with its obligations or breaches any warranty under this clause 5.7, the Lessor indemnifies the Lessee for any tax, charge, fine, penalty or other impost which the Lessee incurs or becomes liable to pay as a result of the Lessor's default or breach of warranty.

5.8 Lessor registered for GST

The following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under the Lease before the consideration payable for that supply is due and the Lessee need not pay for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.
- (c) The parties agree that the Lessee will issue RCTIs for the taxable supplies made by the Lessor to the Lessee under the Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of the Lease the only agreed

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree;

- (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
- (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under the Lease other than an excluded taxable supply;
- (iii) each party acknowledges and warrants that at the time of entering into the Lease, it is registered for GST; and
- (iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs. If the Lessor breaches its obligations under this clause 5.8(c)(iv) and the Australian Taxation Office determines the RCTI is not validly issued and requires the Lessee to repay any input tax credit, the Lessor:
 - (A) must immediately refund the overclaimed input tax credit amount to the Lessee; and
 - (B) indemnifies the Lessee for any interest, fines or penalties imposed on the Lessee as a result of overclaiming any input tax credit.
- (d) If a payment to a party under the Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.
- (e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then clause 5.8(c) will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While clause 5.8(c) does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under the Lease are excluded taxable supplies to which clause 5.8(b) applies.

5.9 Lessor not registered for GST

- (a) The Lessor must notify the Lessee of its GST registration status on or before execution of the Lease and must immediately notify the Lessee if it ceases to be registered for GST at any time during the Term.
- (b) Despite any other clause in the Lease, if the Lessor is not registered for GST or ceases to be registered for GST:
 - (i) the Lessee is not required to make a payment under the Lease (including but not limited to Rent) until the Lessor provides the Lessee with an invoice for the payment quoting either the Lessor's ABN or the Lessor's agent's ABN; and
 - (ii) if GST is incorrectly charged on any invoice or tax invoice issued by the Lessor or any third party on its behalf, the Lessor:
 - (A) must immediately refund the overcharged GST amount to the Lessee; and
 - (B) indemnifies the Lessee for any interest, fines or penalties imposed on the Lessee as a result of overclaiming any input tax credits.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

6. Use of Premises

6.1 Permitted use

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing Telecommunications Equipment consistent with the evolving nature of telecommunications services.

6.2 Adjoining Land

- (a) The Lessor grants to the Lessee the right to temporarily use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service.
- (b) When exercising its rights pursuant to this clause 6.2 the Lessee must use its reasonable endeavours to cause minimal disruption and inconvenience to the Lessor as far as is practicable.
- (c) After temporarily using the Land adjoining and adjacent to the Premises or any installation of the Lessee, the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor.
- (d) The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause 6.2.

6.3 Requirements of Government Agencies

The Lessee must comply promptly with any Statute in respect of the Lessee's use of the Premises and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises. The Lessee is under no liability for structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises.

6.4 Cabling

- (a) For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling.
- (b) In exercising its rights under this clause 6.4, the Lessee must:
 - (i) not cause any lasting material damage to the Land or material interference with the Lessor; and
 - (ii) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.
- (c) The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause 6.4.

6.5 Non-contiguous Premises

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such above- or below-ground cabling, wiring, piping, earthing straps, conduit and support structures over the Land or within or upon the building on the Land on which the Premises are situated as are

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrowonga**

necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

6.6 Consents

The Lessor hereby irrevocably authorises the Lessee to make at the expense of the Lessee any application for consent or approval to any Government Agency to use or develop the Premises for the use referred to in clause 6.1 and to exercise and procure (at the Lessee's expense) every right of appeal arising from the determination of any such application or the failure to determine the application. The Lessor must sign all documentation and do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the cost and expense of the Lessee) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Premises for the use referred to in clause 6.1.

6.7 Guy anchors and guy wires

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 8.2 will apply to the exercise by the Lessee of its rights pursuant to this clause.

**[CLAUSES 6.8 AND 6.9 ONLY APPLY WHERE OPTUS IS TO INSTALL EQUIPMENT
ON THE LESSOR'S TOWER/STRUCTURE]**

6.8 Licence to affix and suspend Telecommunications Equipment

Subject to clause 6.9:

- (a) the Lessor grants to the Lessee during the Term the exclusive right to affix Telecommunications Equipment to the Lessor's structure at the location generally shown on the plan comprising Annexure B or at such other position or positions on the Lessor's structure as required by the Lessee with the consent of the Lessor, such consent not to be unreasonably withheld or delayed; and
- (b) the Lessor and the Lessee may each exercise all of their respective rights under the Lease and must observe all of their respective obligations under the Lease concerning these locations and equipment as if the locations were part of the Premises.

6.9 Reservations of rights to Lessor

- (a) Notwithstanding clause 6.8, the Lessor reserves the right to:
 - (i) pass and repass with or without plant and equipment;
 - (ii) install, operate, maintain, repair and replace cabling of all descriptions; and
 - (iii) operate the Lessor's improvements,through, over and upon the Lessor's structure at all times for the purpose of allowing the Lessor to utilise the Lessor's improvements.
- (b) In exercising its rights under this clause 6.9, the Lessor must comply with its obligations under clause 14.1.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

7. Access to the Premises

- (a) The Lessor consents to the Lessee and persons authorised by the Lessee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Land for the purpose of using the Premises and exercising its rights under the Lease at all times of the day and night during the Term.
- (b) The Lessor agrees that where the Lessee installs, upgrades or maintains at its cost any access track or electricity connection to the Premises then:
- (i) any other person (except the Lessor) who wishes to utilise the Lessee's track or connection must contribute to the cost of installation, upgrading and maintenance as apportioned by the Lessee; and
- (ii) the Lessor must not grant or allow to be granted to any third party an interest or a right to use the Lessee's track or connection until that party first reaches an agreement with the Lessee as to the terms and amount of the contribution.

8. Insurance, indemnities and release

8.1 Obligation to insure

The Lessee will insure against any loss or damage which is commonly covered by public risk or liability insurance in respect of the Premises.

8.2 Lessee's assumption of responsibilities

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of injury or death to persons and damage to property if, during the Term it was the owner and occupier of the freehold of the Premises and the Lessee indemnifies and will keep the Lessor indemnified in that regard. Without limitation the Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of injury or death to persons or damage to property caused by electromagnetic fields emanating from the Lessee's Telecommunications Equipment installed on the Premises.

8.3 Negligence or default of Lessor

The releases, responsibilities and indemnities in clause 8.2 do not apply to any act, matter, thing or consequence if it arises out of the negligence, omission or default of the Lessor.

9. Installation and maintenance

9.1 Repair and maintenance

The Lessee must maintain the Premises in good repair, order and condition during the Term, fair wear and tear excepted.

9.2 Construction and alterations

The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law:

- (a) without the consent of the Lessor, install, erect, construct, dismantle, modify, repair, replace, renew and maintain upon the Premises Telecommunications Equipment; and
- (b) with the prior consent of the Lessor which consent must not be unreasonably withheld install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter Telecommunications Equipment and a free standing monopole, guy tower, multi-sided

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances.

10. Electricity supply

For the purpose of carrying out the Lessee's use of the Premises the Lessor must at the Lessee's request and at the Lessee's cost:

- (a) provide to the Lessee the ability to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Telecommunications Equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises; and
- (b) cause to be registered on the title to the Land an easement for electricity purposes, if required by and if so, in favour of, the relevant electricity authority.

11. Termination

11.1 Events of termination

If:

- (a) the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access;
- (b) the Lessee commits a material breach of any of its obligations and has not remedied that breach within a reasonable period of notice from the Lessor having regard to the nature of the breach;
- (c) any application to a Government Agency for a required consent or permit for the installation and use of the Premises as part of a telecommunications network and telecommunications service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained;
- (d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant physical or radio interference;
- (e) as a result of network changes, the Premises cease to operate as or are not required to be a part of the Lessee's telecommunications network;
- (f) the Lessor commits a breach of a material obligation and has not remedied that breach within a reasonable period of notice from the Lessee having regard to the nature of the breach; or
- (g) the Lessor breaches an obligation under clause 14.4 and/or clause 14.5,

then the Lease may be terminated immediately by notice, by the Lessee in the case of subclauses (a), (c), (d), (e), (f) or (g) and by the Lessor in the case of subclause (b).

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrowonga**

11.2 Time to remedy breach

The Lessor must give notice to the Lessee of any breach on which it intends to rely under clause 11.1(b). The notice must specify a reasonable period (having regard to the nature of the breach), being not less than 30 days, in which the Lessee must:

- (a) remedy the breach if it is capable of remedy; and
- (b) make reasonable compensation to the Lessor.

11.3 Effect on rights or liabilities

Termination of the Lease does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

11.4 Lessee to yield up

Subject to clause 11.5, the Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Commencement Date.

11.5 Removal of Lessee's fixtures and chattels

The Lessee must:

- (a) within 6 months of the Expiry Date (unless there is in place after the Lease a further lease between the Lessor and the Lessee);
- (b) within a reasonable period of earlier termination of the Lease; or
- (c) by such other date as the Lessor and the Lessee agree in writing.

remove (subject to clause 15.2) from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

11.6 Termination of prior leases

If any lease in favour of the Lessee whether registered on the title to the Land or not in relation to a period prior to the Term is validly terminated for any reason (including termination at a break date under the prior lease but otherwise excluding by effluxion of time), the Lease, without the necessity for any further action on the part of the Lessor or the Lessee, will be automatically terminated.

11.7 Additional Right of Termination

The Lessee may terminate the Lease by notice in writing to the Lessor served at any time before the second anniversary of the Commencement Date. The Lessee will not be entitled to any refund of prepaid Rent in the event of the Lessee exercising its rights under this clause.

11.8 Refund of Rent on termination

If the Lease is terminated by the Lessee pursuant to clause 11.1(a), (c), (d), (e), (f) or (g) the Lessor must, within 30 days of the date of termination, refund to the Lessee any Rent paid in advance for the unexpired portion of the Term after the date of termination.

12. Notices

12.1 Method of service

Any notice to be given under the Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by email addressed to the receiving party at the address set out in the notice details in the Information table.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

12.2 Time of service

Any notice given in accordance with the Lease will be deemed to have been duly served in the case of posting at the expiration of two Business Days after the date of posting and in the case of an email transmission, on the first Business Day after the date of transmission (providing the sending party receives an email delivery receipt indicating that the notice has been transmitted).

12.3 Change of address

A party may at any time change its postal address or email address by giving notice to the other party.

13. Assignment and subletting

13.1 Lessee not to assign

The Lessee must not assign the Lease except under clause 13.2 or with the prior written consent of the Lessor under clause 13.3. Section 144 of the *Property Law Act 1958 (Vic)* shall not apply to the Lease.

13.2 Assignment to a Related Body Corporate or a Carrier

The Lessee may from time to time without the consent of the Lessor assign the Lease to a Related Body Corporate of the Lessee or to a Carrier.

13.3 Assignment

Subject to clause 13.2 the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed.

13.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

14. Lessor's covenants

14.1 Quiet enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor.

14.2 Restriction on Lessor's use of the Land

The Lessor must not itself knowingly, nor will it knowingly permit any third party to do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network and telecommunications service and in the event of the Lessee notifying the Lessor of any breach of this clause, the Lessor must remove such interference.

14.3 Lessor's covenant

The Lessor covenants that the Lessor will not itself knowingly, nor will it knowingly permit any third party to, store on, dispose of on, or transport to or over the Land any hazardous substance which is likely to cause interference with the Lessee's use of the Premises and in the event of the Lessee notifying the Lessor of any breach by the Lessor of this clause the Lessor must remove such hazardous substance.

14.4 No concurrent or superior lease or other dealing

The Lessor must not:

- (a) grant any lease concurrent or superior to the Lease;

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

- (b) grant any easement over the Premises; or
- (c) enter into any other dealing over the Premises,
- without the Lessee's prior written consent, which consent the Lessee may withhold in its absolute discretion.

14.5 Last right of refusal

- (a) The Lessor must not sell the Sale Land to a Proposed Purchaser or enter into any Sale Documentation with a Proposed Purchaser without first serving on the Lessee the Offer to Purchase.
- (b) If within 20 Business Days of receipt by the Lessee of the Offer to Purchase the Lessee serves the Notice of Acceptance then the Lessor must within a further 10 Business Days prepare and forward to the Lessee the Contract, unless the parties have agreed otherwise.
- (c) The Lessee must within 15 Business Days of receipt of the Contract, return to the Lessor the Lessee's counterpart of the Contract, duly executed together with a cheque for the deposit (if required), for the purpose of effecting an unconditional exchange of contracts.
- (d) The Lessor must effect an exchange of the Contract within 5 Business Days of receipt of the executed Contract and deposit (if required) and if the Lessor fails to do so, the Lessor agrees to be bound by the Contract from the expiration of the 5 Business Day period as if it had been executed by the Lessor and exchanged.
- (e) If the Lessee does not serve a Notice of Acceptance or notifies the Lessor that it does not wish to purchase the Sale Land, then the Lessor may sell the Sale Land to the Proposed Purchaser on terms and conditions not more favourable than the terms and conditions of the Offer to Purchase.
- (f) Despite any other clause, if the Lessor decides to offer the Land for sale by auction it may do so subject to giving to the Lessee at least 20 Business Days' written notice of the proposed auction.
- (g) In this clause:
- (i) **Sale Land** means the Land or any part of it comprising the Premises;
- (ii) **Proposed Purchaser** means anyone other than the Lessee;
- (iii) **Sale Documentation** means genuine bona fide and binding documentation to sell the Sale Land;
- (iv) **Offer to Purchase** means a notice from the Lessor to the Lessee offering to sell the Sale Land to the Lessee containing:
- (A) details of the price and the other terms and conditions that have been accepted by the Proposed Purchaser; and
- (B) a copy of the Sale Documentation which is to be signed or has been signed by or on behalf of the Proposed Purchaser;
- (v) **Notice of Acceptance** means a notice by the Lessee to the Lessor that the Lessee will purchase the Sale Land; and
- (vi) **Contract** means a contract for the sale of the Sale Land between the Lessor and the Lessee containing the same terms and conditions as were set out in the Sale Documentation.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

15. Miscellaneous

15.1 Lessee to pay costs and disbursements

The Lessee must:

- (a) pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor) on the Lease;
- (b) pay the Lessor's reasonable mortgagee's consent fees for consenting to the Lease (and any subsequent lease completed at the same time as the Lease). The parties will bear their own legal costs for the preparation and completion of the Lease (and any subsequent lease completed at the same time as the Lease).

15.2 Without prejudice

- (a) The Lease is without prejudice to the Lessee's rights under Schedule 3 of the Act.
- (b) To the extent that the Lessee undertakes maintenance (as that term is defined under Schedule 3 of the Act), the Lessor agrees that it does not require the Lessee to give notice of that activity under Schedule 3 of the Act.

15.3 Governing law

The Lease is governed by the laws of the State and the Commonwealth of Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of the State.

**[THE FOLLOWING CLAUSES 16 to 21 ONLY APPLY IF Item 8 OF THE
INFORMATION TABLE IS COMPLETED]**

16. Definitions:

Existing Carrier means the lessee from time to time pursuant to the Tower Lease.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor described in Item 8 and any extension or renewal of that lease or those leases.

Tower Agreement means the agreement to occupy part of the Tower Premises between the Existing Carrier and the Lessee commencing on the same day as the Lease and any future agreement between the Existing Carrier and the Lessee.

Tower Premises means the premises leased pursuant to the Tower Lease.

17. Consent to Tower Agreement

The Lessor consents to the Existing Carrier granting the Tower Agreement.

18. Assignment or termination of Tower Lease

18.1 Assignment of Tower Lease

The Lessor must not terminate or surrender the Tower Lease without first notifying the Lessee of its intention to do so, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.

18.2 Grant of Tower Lease to Lessee

Provided that the Lessee is not at that time in default of the terms of the Lease, then if, at any time during the Term, the Lessor becomes entitled to terminate the Tower Lease for any reason

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

whatsoever, then prior to so terminating the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of its intention to so terminate the Tower Lease. The Lessee may within seven days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease.

18.3 Lessor and Lessee to enter into Tower Lease

The Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or the termination of the Tower Lease (which ever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing on the date on which the Tower Lease is terminated and expiring on the date or dates which the Tower Lease would, but for the prior termination thereof by the Lessor, have otherwise expired, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such Lease, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

19. Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease or purports to exercise the option but the Lessor rejects the exercise of the option the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice (**Renewal Notice**) served on the Lessor within 14 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained in it had been exercised by the Existing Carrier; and
- (b) upon service of the Renewal Notice by the Lessee, the provisions of clause 18.3 will apply so far as they are relevant.

20. Additional right of termination of the Lease

The Lessee may terminate the Lease immediately by notice to the Lessor if:

- (a) the Lessee takes an assignment of the Tower Lease pursuant to clause 18.1;
- (b) the Lessor grants the Lessee a lease pursuant to clause 18.3 or 19;
- (c) the Tower Lease is terminated by either party or is surrendered and the Lessee does not elect to take an assignment of the Tower Lease pursuant to clause 18.1 or to be granted a lease pursuant to clause 18.3;
- (d) the Lessor gives a Non Exercise Notice under clause 19 and the Lessee does not give a Renewal Notice; or
- (e) the Lessee ceases to hold any right described in the Tower Agreement from the Existing Carrier or the Lessor other than as a result of the Lessee's breaching the agreement conferring the right.

21. Trilocation

The Lessor's obligations under clauses 18 and 19 are subject to any prior like rights granted by the Lessor or the Existing Carrier to a third carrier as defined in the Act so long as the Lessor only deals with the third carrier in relation to the Tower Premises or the Tower Lease subject to the Tower Agreement.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
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(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

Signing page

EXECUTED as a deed

[insert execution clause for Lessor]

Signed sealed and delivered by Optus
Mobile Pty Limited ACN 054 365 696 by its
attorney the Company Secretary pursuant to
Power of Attorney dated 7 August 1998 in the
presence of

Witness

← _____ ←
Company secretary

Full name

Full name

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

**ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga**

Annexure A

Plan referred to in Item 1

Annexure to Lease of premises known as

ME_111333472_4 (W2003x)

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [1] - Attachment 1 - Optus - Draft Lease Cobram, Numurkah and
Yarrawonga

Annexure B

Plan referred to in clause 6.8

Annexure to Lease of premises known as

[THIS ANNEXURE IS ONLY REQUIRED WHERE CLAUSES 6.8 AND 6.9 APPLY]

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
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(ACTING DIRECTOR, DEVELOPMENT
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [2] - Attachment 2 - Cobram - Heads of Terms



Ref: M0206 Cobram

13th November 2014

Moira Shire Council
44 Station St
Cobram Vic 3644

RE: Lease Renewal of Optus Network Base Station Facility Heads of Terms Agreement of Proposed Commercial Terms of Lease Agreement M0206 Cobram / Cnr Queen St and Station St Cobram / Volume 8755 Folio 449 (the "Property")

We refer to the above matter and following your discussion with Gavin Sherriff of Visionstream Pty Ltd (Visionstream). We confirm that Visionstream now acts on behalf of Optus to undertake preliminary environmental, design and site acquisition investigations to establish mobile base station facilities for the Optus network. In this instance we have been asked by Optus to engage with the Moira Shire council, as the owner to finalise a renewal of the telecommunications lease due to expire on 31st of March 2017

The purpose of this letter is to obtain your in-principal support for Optus' lease renewal for the ongoing, maintenance and operation of its equipment and facility on the Property. Your in-principal approval will subsequently allow Optus to proceed with formalising a tenure agreement with a degree of confidence. The proposed commercial terms of the lease agreement ("Lease") are detailed below for your consideration.

1.	Lessor:	Moira Shire Council
2.	Lessee:	Optus Mobile Pty Ltd (ABN: 65 054 365 696)
3.	Leased Area:	The ground lease area of 6.1m x 4.5m and tower lease area from 40m to 45m elevation on Part of the Property described in Certificate of Title Vol 8755 Folio 449
4.	Permitted Use:	For the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing telecommunications Equipment consistent with the evolving nature of telecommunications services.

Visionstream Australia Pty Limited ABN 85 093 384 680
National Office: 236 East Boundary Road, 2 North Drive, Virginia Park, East Bentleigh VIC 3165.
Locked Bag 3 Bentleigh East VIC 3165 Tel: (03) 9258 5700 Fax: (03) 9563 7481

Page 1 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
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**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [2] - Attachment 2 - Cobram - Heads of Terms



5.	Equipment:	The Equipment required to conduct the Permitted Use including the existing equipment and any additional within the leased area.
6.	Access:	The Lessor consents to the Lessee and persons authorised by the Lessee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Property for the purpose of using the Leased Area and exercising its rights under the Lease at all times of the day and night.
7.	Rent, Taxes & Charges:	\$10000 (plus GST) per annum, paid annually in advance for the first year by cheque and annually in advance thereafter by electronic funds transfer on or before each anniversary of the Commencement Date. The rent is a gross amount and the Lessee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Property, except for electricity charges which are payable by the Lessee. The Lessee will issue recipient created tax invoices (RCTIs) for all payments.
8.	Commencement Date	1/4/2017
9.	Term of Lease:	20 Years
10.	Break Dates:	The Lessee may give the Lessor at least 6 months' notice that it wishes to end the term on the date that is 15 years, 10 years, or 5 years before the date of expiration.
11.	Rent Reviews:	3% fixed increase annually on the anniversary of the Commencement Date.
12.	Make Good	Within 6 months of the expiry of the Lease or within a reasonable period of earlier termination of the Lease, the Lessee will remove all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought onto the Premises.
13.	Insurance:	The Lessee will maintain insurance policies for public liability for a sum of not less than \$20 million for any single event, and suitable workers' compensation insurance as required by law. The Lessee has group-wide insurance policies so it cannot accept any requests that may require a change in its policies, such as noting the name of the Lessor or the situation of the Licensed Area.
14.	Assignment and Subletting:	The Lessee may from time to time assign the Lease to a related Body Corporate of the Lessee or to a Carrier. The Lessee may assign, upon written consent of the Lessor and such consent cannot be unreasonably withheld. The Lessee may sublet, part with or share its right to possession of the

Visionstream Australia Pty Limited ABN 85 093 384 680
National Office: 236 East Boundary Road, 2 North Drive, Virginia Park, East Bentleigh VIC 3165
Locked Bag 3 Bentleigh East VIC 3165 Tel: (03) 9258 5700 Fax: (03) 9563 7481

Page 2 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [2] - Attachment 2 - Cobram - Heads of Terms



		premises upon written notice to the Lessor.
15.	Holding Over:	If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) the Lessee must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy.
16.	Legal Fees:	Each party will bear its own legal costs in connection with the preparation and negotiation of the Lease. The Lessee must pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and mortgagee's consent fees which the Lessor may reasonably suffer or incur in consequence of and incidental to the stamping and registration of the Lease.
17.	Telecommunications Act 1997 (Cth):	This letter and any proposed lease is to be without prejudice to the Lessee's rights pursuant to Schedule 3 of the <i>Telecommunications Act 1997 (Cth)</i> .
18.	Confidentiality:	The terms of this proposal and the negotiations between the Lessee and all parties are strictly confidential.

Optus has a standard form of lease which we are required to utilise as the basis for the Lease. A copy of Optus' standard lease is enclosed for your review. You may wish to refer to your legal advisor however please note that you will be required to pay your own legal costs.

We would kindly ask that should you wish to proceed with the above, please confirm your acceptance by signing and dating where indicated on the last page 'Acceptance of Commercial Terms' and complete the "Lessor Details" section and return to us in person, by email or by post no later than [5 business days from date of this letter].

Should you have any further queries, please do not hesitate to contact me on 0408 711 015 and gavin.sherriff@visionstream.com.au

Yours Sincerely,
Visionstream Australia Pty Ltd

Property Officer

Visionstream Australia Pty Limited ABN 85 093 384 680
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Page 3 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [2] - Attachment 2 - Cobram - Heads of Terms



Acceptance of Proposed Commercial Terms

Site Name:	Cobram
Site Number:	M0206
Site Address:	Cnr Queen St and Station St Cobram
Lot on Plan:	Volume 8755 Folio 449
Registered Proprietor:	Moira Shire Council

I, _____ (Print Name)
in the capacity as _____ (eg: Owner, Property Manager etc)
have read and agree to the above commercial terms forming the basis of a lease agreement as
detailed in the attached letter dated 13th November 2014.

(Signed) _____ (Dated)

To finalise the terms of this proposal by way of a legal agreement please provide the following
information at the time this document is returned.

Lessor Details

Lessor's ABN:	20 538 141 700	
Lessor's postal address: {PO Box not accepted}	44 Station Street Cobram Victoria 3644	
Lessor solicitor:	Name of firm:	Name of solicitor:
Lessor solicitor's contact details:	Tel: Email:	Address:
Lessor's banking details:	Name of account:	BSB: Account No.:

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FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [3] - Attachment 3 - Numurkah - Heads of Terms



Ref: M0514 Numurkah

13th November 2014

Moira Shire Council
44 Station St
Cobram Vic 3644

**RE: Lease Renewal of Optus Network Base Station Facility Heads of Terms Agreement of
Proposed Commercial Terms of Lease Agreement
M0514 Numurkah / Knox Street Numurkah / Volume 11094 Folio 449 (the "Property")**

We refer to the above matter and following your discussion with Gavin Sherriff of Visionstream Pty Ltd (Visionstream). We confirm that Visionstream now acts on behalf of Optus to undertake preliminary environmental, design and site acquisition investigations to establish mobile base station facilities for the Optus network. In this instance we have been asked by Optus to engage with the Moira Shire council, as the owner to finalise a renewal of the telecommunications lease due to expire on 26th of May 2017

The purpose of this letter is to obtain your in-principal support for Optus' lease renewal for the ongoing, maintenance and operation of its equipment and facility on the Property. Your in-principal approval will subsequently allow Optus to proceed with formalising a tenure agreement with a degree of confidence. The proposed commercial terms of the lease agreement ("Lease") are detailed below for your consideration.

1.	Lessor:	Moira Shire Council
2.	Lessee:	Optus Mobile Pty Ltd (ABN: 65 054 365 696)
3.	Leased Area:	The ground lease area of 3.5m x 3.5m and tower lease area from 40m to 45m elevation on Part of the Property described in Certificate of Title Vol 11094 Folio 449
4.	Permitted Use:	For the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repair, maintaining, altering and replacing telecommunications Equipment consistent with the evolving nature of telecommunications services.
5.	Equipment:	The Equipment required to conduct the Permitted Use including the existing equipment and any additional within the leased area.

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Page 1 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [3] - Attachment 3 - Numurkah - Heads of Terms



6.	Access:	The Lessor consents to the Lessee and persons authorised by the Lessee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Property for the purpose of using the Leased Area and exercising its rights under the Lease at all times of the day and night.
7.	Rent, Taxes & Charges:	\$10000 (plus GST) per annum, paid annually in advance for the first year by cheque and annually in advance thereafter by electronic funds transfer on or before each anniversary of the Commencement Date. The rent is a gross amount and the Lessee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Property, except for electricity charges which will be paid to the lessor as per the current lease at \$1500 pa being for the reimbursement for electricity consumption. The Lessee will issue recipient created tax invoices (RCTIs) for all payments.
8.	Commencement Date	27/5/2017
9.	Term of Lease:	20 Years
10.	Break Dates:	The Lessee may give the Lessor at least 6 months' notice that it wishes to end the term on the date that is 15 years, 10 years or 5 years before the date of expiration.
11.	Rent Reviews:	3% fixed increase annually on the anniversary of the Commencement Date.
12.	Make Good	Within 6 months of the expiry of the Lease or within a reasonable period of earlier termination of the Lease, the Lessee will remove all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought onto the Premises.
13.	Insurance:	The Lessee will maintain insurance policies for public liability for a sum of not less than \$20 million for any single event, and suitable workers' compensation insurance as required by law. The Lessee has group-wide insurance policies so it cannot accept any requests that may require a change in its policies, such as noting the name of the Lessor or the situation of the Licensed Area.
14.	Assignment and Subletting:	The Lessee may from time to time assign the Lease to a related Body Corporate of the Lessee or to a Carrier. The Lessee may assign, upon written consent of the Lessor and such consent cannot be unreasonably withheld. The Lessee may sublet, part with or share its right to possession of the premises upon written notice to the Lessor.

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Page 2 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [3] - Attachment 3 - Numurkah - Heads of Terms



15.	Holding Over:	If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) the Lessee must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy.
16.	Legal Fees:	Each party will bear its own legal costs in connection with the preparation and negotiation of the Lease. The Lessee must pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and mortgagee's consent fees which the Lessor may reasonably suffer or incur in consequence of and incidental to the stamping and registration of the Lease.
17.	Telecommunications Act 1997 (Cth):	This letter and any proposed lease is to be without prejudice to the Lessee's rights pursuant to Schedule 3 of the <i>Telecommunications Act 1997 (Cth)</i> .
18.	Confidentiality:	The terms of this proposal and the negotiations between the Lessee and all parties are strictly confidential.

Optus has a standard form of lease which we are required to utilise as the basis for the Lease. A copy of Optus' standard lease is enclosed for your review. You may wish to refer to your legal advisor however please note that you will be required to pay your own legal costs.

We would kindly ask that should you wish to proceed with the above, please confirm your acceptance by signing and dating where indicated on the last page 'Acceptance of Commercial Terms' and complete the "Lessor Details" section and return to us in person, by email or by post no later than [5 business days from date of this letter].

Should you have any further queries, please do not hesitate to contact me on 0408 711 015 and gavin.sherriff@visionstream.com.au

Yours Sincerely,
Visionstream Australia Pty Ltd

Property Officer

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [3] - Attachment 3 - Numurkah - Heads of Terms



Acceptance of Proposed Commercial Terms

Site Name:	Numurkah
Site Number:	M0514
Site Address:	Knox Street Numurkah
Lot on Plan:	Volume 11094 Folio 449
Registered Proprietor:	Moira Shire Council

I, _____ (Print Name)
in the capacity as _____ (eg: Owner, Property Manager etc)
have read and agree to the above commercial terms forming the basis of a lease agreement as
detailed in the attached letter dated 12th November 2014.

(Signed) _____ (Dated)

To finalise the terms of this proposal by way of a legal agreement please provide the following
information at the time this document is returned.

Lessor Details

Lessor's ABN:	20 538 141 700	
Lessor's postal address: (PO Box not accepted)	44 Station Street Cobram Victoria 3644	
Lessor solicitor:	Name of firm:	Name of solicitor:
Lessor solicitor's contact details:	Tel: Email:	Address:
Lessor's banking details:	Name of account:	BSB: Account No.:

Visionstream Australia Pty Limited ABN 85 093 384 680
National Office: 236 East Boundary Road, 2 North Drive, Virginia Park, East Bentleigh VIC 3165
Locked Bag 3 Bentleigh East VIC 3165 Tel: (03) 9258 5700 Fax: (03) 9563 7483

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [4] - Attachment 4 - Yarrowonga - Heads of Terms



Ref: M0194 Yarrowonga

13th November 2014

Moira Shire Council
44 Station St
Cobram Vic 3644

**RE: Lease Renewal of Optus Network Base Station Facility Heads of Terms Agreement of
Proposed Commercial Terms of Lease Agreement
M0194 Yarrowonga / 26 Belmore St Yarrowonga / Volume 9577 Folio 282 (the "Property")**

We refer to the above matter and following your discussion with Gavin Sherriff of Visionstream Pty Ltd (Visionstream). We confirm that Visionstream now acts on behalf of Optus to undertake preliminary environmental, design and site acquisition investigations to establish mobile base station facilities for the Optus network. In this instance we have been asked by Optus to engage with the Moira Shire council, as the owner to finalise a renewal of the telecommunications lease due to expire on 30th of October 2015

The purpose of this letter is to obtain your in-principal support for Optus' lease renewal for the ongoing, maintenance and operation of its equipment and facility on the Property. Your in-principal approval will subsequently allow Optus to proceed with formalising a tenure agreement with a degree of confidence. The proposed commercial terms of the lease agreement ("Lease") are detailed below for your consideration.

1.	Lessor:	Moira Shire Council
2.	Lessee:	Optus Mobile Pty Ltd (ABN: 65 054 365 696)
3.	Leased Area:	The ground lease area of 5.5m x 4.5m and tower lease area from 40m to 45m elevation on Part of the Property described in Certificate of Title Vol 9577 Folio 282.
4.	Permitted Use:	For the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repair, maintaining, altering and replacing telecommunications Equipment consistent with the evolving nature of telecommunications services.
5.	Equipment:	The Equipment required to conduct the Permitted Use including the existing equipment and any additional within the leased area.

Visionstream Australia Pty Limited ABN 85 093 384 680
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Locked Bag 3 Bentleigh East VIC 3165 Tel: (03) 9258 5700 Fax: (03) 9563 7481

Page 1 of 5.

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [4] - Attachment 4 - Yarrowonga - Heads of Terms



6.	Access:	The Lessor consents to the Lessee and persons authorised by the Lessee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Property for the purpose of using the Leased Area and exercising its rights, under the Lease at all times of the day and night.
7.	Rent, Taxes & Charges:	\$10000 (plus GST) per annum, paid annually in advance for the first year by cheque and annually in advance thereafter by electronic funds transfer on or before each anniversary of the Commencement Date. The rent is a gross amount and the Lessee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Property, except for electricity charges which are payable by the Lessee. The Lessee will issue recipient created tax invoices (RCTIs) for all payments
8.	Commencement Date	1/11/2015
9.	Term of Lease:	20 Years
10.	Break Dates:	The Lessee may give the Lessor at least 6 months' notice that it wishes to end the term on the date that is 15 years, 10 years or 5 years before the date of expiration.
11.	Rent Reviews:	3% fixed increase annually on the anniversary of the Commencement Date.
12.	Make Good	Within 6 months of the expiry of the Lease or within a reasonable period of earlier termination of the Lease, the Lessee will remove all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought onto the Premises.
13.	Insurance:	The Lessee will maintain insurance policies for public liability for a sum of not less than \$20 million for any single event, and suitable workers' compensation insurance as required by law. The Lessee has group-wide insurance policies so it cannot accept any requests that may require a change in its policies, such as noting the name of the Lessor or the situation of the Licensed Area.
14.	Assignment and Subletting:	The Lessee may from time to time assign the Lease to a related Body Corporate of the Lessee or to a Carrier. The Lessee may assign, upon written consent of the Lessor and such consent cannot be unreasonably withheld. The Lessee may sublet, part with or share its right to possession of the premises upon written notice to the Lessor.
15.	Holding Over:	If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) the Lessee must do so as a

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Page 2 of 5

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [4] - Attachment 4 - Yarrowonga - Heads of Terms



		yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy.
16.	Legal Fees:	Each party will bear its own legal costs in connection with the preparation and negotiation of the Lease. The Lessee must pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and mortgagee's consent fees which the Lessor may reasonably suffer or incur in consequence of and incidental to the stamping and registration of the Lease.
17.	Telecommunications Act 1997 (Cth):	This letter and any proposed lease is to be without prejudice to the Lessee's rights pursuant to Schedule 3 of the <i>Telecommunications Act 1997 (Cth)</i> .
18.	Confidentiality:	The terms of this proposal and the negotiations between the Lessee and all parties are strictly confidential.

Optus has a standard form of lease which we are required to utilise as the basis for the Lease. A copy of Optus' standard lease is enclosed for your review. You may wish to refer to your legal advisor however please note that you will be required to pay your own legal costs.

We would kindly ask that should you wish to proceed with the above, please confirm your acceptance by signing and dating where indicated on the last page 'Acceptance of Commercial Terms' and complete the "Lessor Details" section and return to us in person, by email or by post no later than [5 business days from date of this letter].

Should you have any further queries, please do not hesitate to contact me on 0408 711 015 and gavin.sherriff@visionstream.com.au

Yours Sincerely,
Visionstream Australia Pty Ltd

Property Officer

FILE NO: F13/282, F13/278, F13/281
2. COMMUNITY

ITEM NO: 9.2.10
(ASSETS EXECUTIVE, BRUCE BERG
VON LINDHE)
(ACTING DIRECTOR, DEVELOPMENT
AND LIVEABILITY, ANDREW CLOSE)

**LEASE TO OPTUS MOBILE PTY LTD - COBRAM, NUMURKAH AND
YARRAWONGA (cont'd)**

ATTACHMENT No [4] - Attachment 4 - Yarrowonga - Heads of Terms



Acceptance of Proposed Commercial Terms

Site Name:	Yarrowonga
Site Number:	M0194
Site Address:	26 Belmore St Yarrowonga
Lot on Plan:	Volume 9577 Folio 282
Registered Proprietor:	Moira Shire Council

I, _____ (Print Name)
in the capacity as _____ (eg: Owner, Property Manager etc)
have read and agree to the above commercial terms forming the basis of a lease agreement as
detailed in the attached letter dated 13th November 2014.

(Signed) _____ (Dated)

To finalise the terms of this proposal by way of a legal agreement please provide the following
information at the time this document is returned.

Lessor Details

Lessor's ABN:	20 538 141 700	
Lessor's postal address: (PO Box not accepted)	44 Station Street Cobram Victoria 3644	
Lessor solicitor:	Name of firm:	Name of solicitor:
Lessor solicitor's contact details:	Tel: Email:	Address:
Lessor's banking details:	Name of account:	BSB: Account No.:

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Locked Bag 3 Bentleigh East VIC 3165 Tel: (03) 9258 5700 Fax: (03) 9563 7481

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
LINDHE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER**

RECOMMENDATION

That Council:

1. Resolve to enter into a lease with Telstra Corporation to occupy part of the Moira Shire Council telecommunications tower and land located at 77 Blake St Nathalia.
2. Authorise the CEO to sign and seal the lease proposal and lease documents.

1. Executive Summary

Telstra Corporation Limited (Telstra) currently occupies under lease part of the land and space on Council's telecommunication tower located at 77 Blake St Nathalia and wishes to enter into a new lease for the site.

The original lease commenced on 31 January 1996 and is due to expire on 31 January 2016. Telstra has proposed a new 20 year lease with essentially the same conditions and rental arrangements. A copy of the proposed lease terms is attached to this report.

In accordance with section 190 of the Local Government Act (LGA), Council placed a public notice of the proposed lease in the Nathalia Redgum Courier on 19 December 2014 and invited submissions under section 223 of the LGA. No submissions were received by the closing date of 16 January 2015.

A resolution is sought from Council to sign the lease proposal document and to sign and seal the lease.

2. Background and Options

The first Telstra lease commenced on 31 January 1996 for a twenty year term. The lease relates to a ground lease area of 24m² underneath Council's telecommunications tower and a tower lease area from 30m to 35m elevation.

Telstra propose a new lease with essentially the same terms and conditions as described in the Letter of Proposal attached to this report. The new lease would be for a 20 year term (10 years plus 2 further 5 year options) with a rental continuing on from the amount payable under the current lease. The rental is to be indexed by 3% each anniversary.

Telstra propose to prepare a standard tower lease document should Council consent be given to sign the Letter of Approval.

The Nathalia tower is also occupied by Optus Mobile Pty Ltd, who have a current ground lease and tower lease for the top five metres elevation.

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
LINDHE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

3. Financial Implications

The proposed rental payment for the Nathalia site is \$9,933.80 (inclusive of GST) in the first year to be indexed by 3% on each anniversary. The rental of the original lease commenced at \$5,000 and was also indexed by 3% each anniversary.

4. Risk Management

Telstra will carry all risks associated with their equipment and continued operations. The proposed lease imposes no significant additional risk to Council and is protected from liability associated with Telstra's operations by the terms and conditions of the lease.

5. Internal and External Consultation

The intent of this report is to seek Council's consent to enter into a new lease in order to allow Telstra to continue providing telecommunication services to Nathalia and district.

An advertisement of the proposed lease appeared in the Nathalia Redgum Courier on 19 December 2014. Members of the public were invited to make a submission on the proposed lease in accordance with section 223 of the LGA. No submissions were received.

6. Regional Context

The telecommunication services provided by Telstra are vital components of the regional communications system. The proposal to renew the Telstra lease will enable them to provide continuing telecommunications services to the Nathalia community for the next 20 years.

7. Council Plan Strategy

The proposed lease will provide security of tenure to Telstra which is consistent with Moira Shire Council Plan strategies relating to investment attraction and commercial development, as well as supporting the wider community's access to more effective communication services.

8. Legislative / Policy Implications

Council has complied with Section 190 of the Local Government Act (the Act) which requires Council to place a public notice advertising the proposed lease inviting submissions in accordance with section 223 of the LGA.

Telstra's proposed operations are governed by the Commonwealth Telecommunications Act 1997.

9. Environmental Impact

There are no additional environmental impacts that result from the proposal to renew Telstra's lease. Telstra has on-going lease obligations to address any environmental issues associated with their equipment and activities.

10. Conflict of Interest Considerations

There are no known officer conflicts of interest.

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
LINDHE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

11. Conclusion

Telstra wishes to secure tenure over the lease space on the Nathalia tower and proposes a new, 20 year lease to replace the existing lease which expires on 31 January 2016.

The proposed terms and conditions of the new lease are essentially the same as the current lease. A 20 year lease term with a rental on commencement of \$9,933.80 indexed by 3% per annum is proposed.

Attachments

- 1 Nathalia Telecommunications Tower - Lease to Telstra Corporation - Proposal Letter

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
LINDHE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

**ATTACHMENT No [1] - Nathalia Telecommunications Tower - Lease to Telstra
Corporation - Proposal Letter**



JLL (NSW) Pty. Limited
A.B.N. 37 002 851 925
c/o Telstra Property
Telstra Corporation Limited
Level 11, 400 George Street Sydney NSW 2000
Locked Bag 6553
Sydney NSW 2001
tel +61 2 9867 2807

17 June, 2014

Property Officer
Moirā Shire Council
PO Box 578
Cobram VIC 3643

**Our Ref: NATHALIA CMTS (T) -
31339000**

Delivered by Email: webmaster@moira.vic.gov.au

Dear Sir/Madam,

**RE: PROPOSED MOBILE TELECOMMUNICATION LEASE
77 BLAKE ST, NATHALIA VIC 3638**

We confirm that Jones Lang LaSalle acts for, and advises, Telstra Corporation Limited ("Telstra") with respect to their real estate holdings. In that capacity, we write in regard to Telstra's Telecommunications facility located at the above property and set out Telstra's lease proposal for your client's consideration:

Lessee	:	Telstra Corporation Limited
Lessor	:	Moirā Shire Council
Land	:	Lot 2 on Plan of Subdivision 606527F as described in Certificate of Title Volume 11050 Folio 353.
Premises	:	Portion of the Land, as shown in the plans attached to this letter in Schedule A – Lease Plan.
Ancillary Equipment	:	Telstra may install antennas and cables where necessary on the Land.
Rent	:	\$9,030.73 + GST per annum GROSS payable annually in advance
Commencement	:	1 st February 2016 (01.02.2016)
Term	:	Ten (10) year term
Further Term	:	Two (2) further option terms of five (5) years each.
Rent Reviews	:	3% annual increases on the anniversary of the lease commencement date throughout the Term of the Lease.
Use	:	To operate and maintain telecommunications facilities.

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
LINDHE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

**ATTACHMENT No [1] - Nathalia Telecommunications Tower - Lease to Telstra
Corporation - Proposal Letter**



JLL (NSW) Pty. Limited
A.B.N. 37 002 851 925
c/o Telstra Property
Telstra Corporation Limited
Level 11, 400 George Street Sydney NSW 2000
Locked Bag 6553
Sydney NSW 2001
tel +61 2 9867 2807

- Access** : The Lessee will be permitted 24 hours, 7 days a week unrestricted security access to the premises.
- Insurance** : The lessee to hold public liability insurance for no less than \$20m.
- Termination** : If Telstra ceases to provide any telecommunications facility upon the land and vacates the land during the Term, Telstra may terminate its lease at any time by giving six (6) months notice in writing. Any rent paid in advance will be refundable to Telstra.
- Legal Costs** : Telstra Corporation Limited agrees to pay the Lessor's legal costs for the preparation, negotiation and execution of the Lease to an amount not exceeding \$750.00.
- Lease Format** : Telstra wishes to document its presence by using its own current standard document for telecommunication sites.
- Approvals** : This proposal is subject to Telstra receiving all necessary approvals from relevant Authorities and to the writer receiving approval from _____ Telstra's Delegated Officer.

FILE NO: F14/610
2. COMMUNITY

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Sydney NSW 2001
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Note that entering into this proposal on the above terms and conditions is subject to formal approval by the
Telstra Corporation Limited delegate,

If you wish to proceed with this proposal and agree to the commercial terms as set out above, please sign where
indicated below and return a copy to our office by email or mail marked for my attention at your earliest
possible convenience.

Upon receipt of your acceptance, we will arrange to prepare the lease documentation for your review and
execution as a matter of priority.

Please do not hesitate to contact me should you have any queries.

Yours sincerely,

Christian de Manielle
Lease Analyst
Tel: (02) 9867 2807

Email: christian.demanielle@team.telstra.com

Signed:

Date:

Name:

Position of Authority:

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
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**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

**ATTACHMENT No [1] - Nathalia Telecommunications Tower - Lease to Telstra
Corporation - Proposal Letter**



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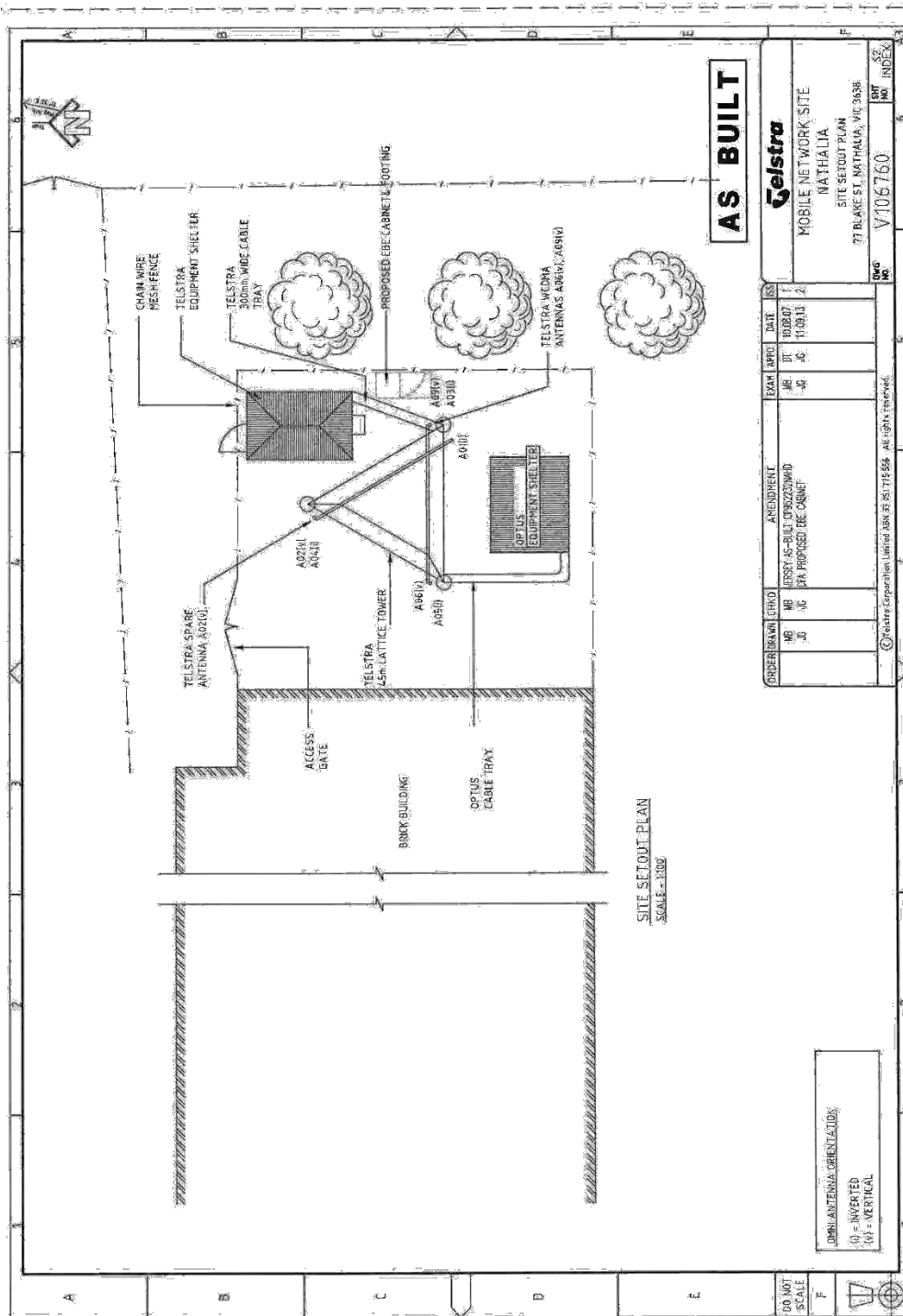
SCHEDULE A - LEASE PLAN - NATHALIA CMTS (T) - 31339000

FILE NO: F14/610
2. COMMUNITY

ITEM NO: 9.2.11
(MANAGER PROPERTY, RISK AND
COMPLIANCE, BRUCE BERG VON
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**LEASE TO TELSTRA CORPORATION LIMITED - NATHALIA
TELECOMMUNICATIONS TOWER (cont'd)**

ATTACHMENT No [1] - Nathalia Telecommunications Tower - Lease to Telstra Corporation - Proposal Letter



FILE NO: F13/897
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.12
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

CREATION OF A CARRIAGEWAY EASEMENT - SHINNICKS ROAD, NUMURKAH

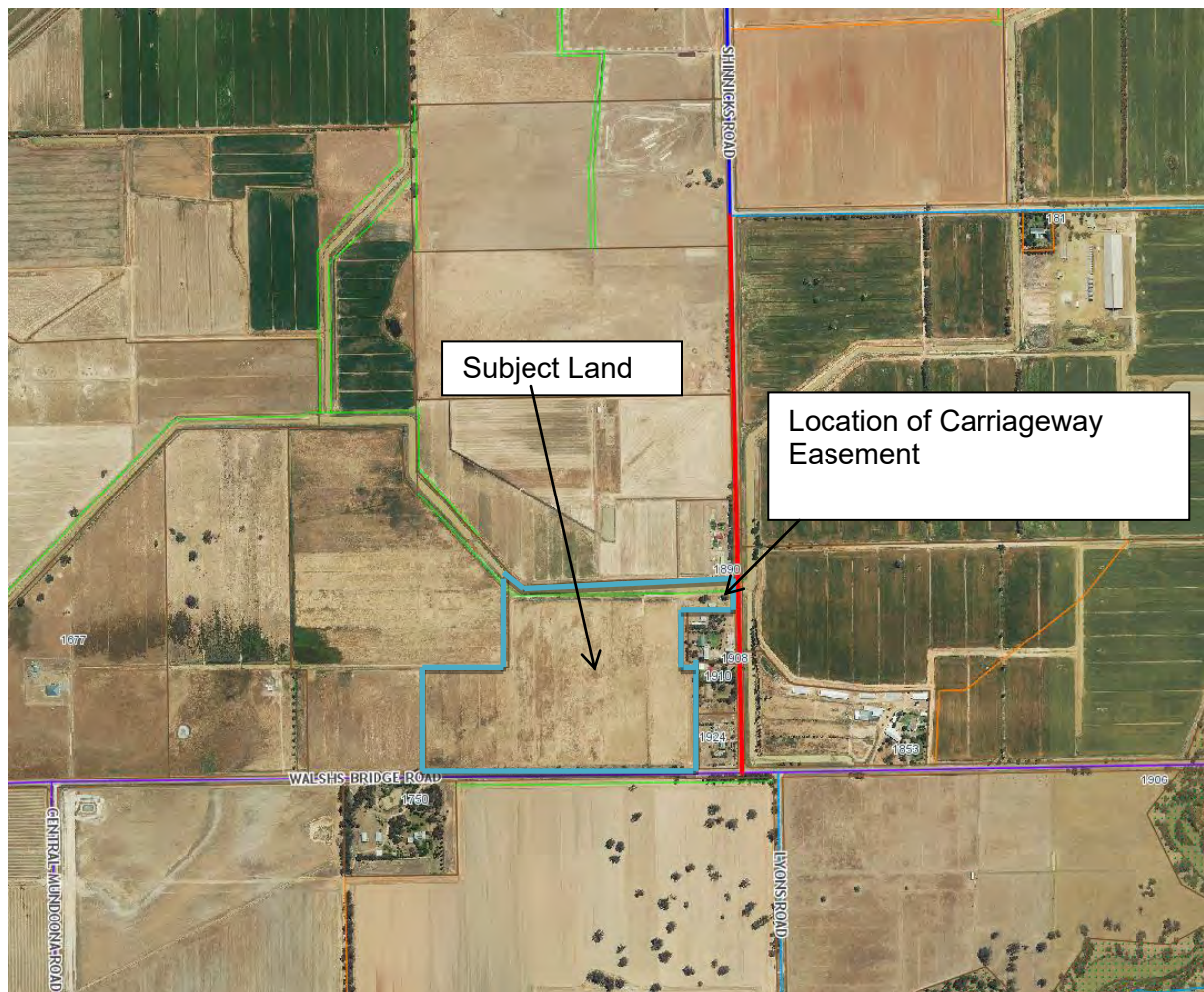
RECOMMENDATION

That:

1. Council consents to the creation of a carriageway easement pursuant to Section 45(1) Transfer of Land Act 1958 on land, being Lot 4 PS613620B, Shinnicks Road, Numurkah.

Goulburn Murray Water (GMW) has entered into Rationalisation Agreements with Stuart Hodge and Julie Moore.

As part of the Agreements with the above parties, GMW is required to create a carriageway easement over Ms. Moore's land, being Lot 4 PS 613620B, to allow Mr. Hodge to operate, maintain and access his water supply channel and pipeline.



The carriageway easement is being created under Section 45(1) of the Transfer of Land Act, 1958, which requires the consent from the relevant Council.

FILE NO: F13/897
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.12
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**CREATION OF A CARRIAGEWAY EASEMENT - SHINNICKS ROAD,
NUMURKAH (cont'd)**

The easement has dimensions of 6.0 metres in width and 100.74 metres in length and located immediately adjacent to a GMW channel with access from Shinnicks Road.

It is considered appropriate to consent to the creation of the carriageway easement.

Attachments

- 1 Creation of Carriageway Easement Plans

FILE NO: F13/897
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.12
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**CREATION OF A CARRIAGEWAY EASEMENT - SHINNICKS ROAD,
NUMURKAH (cont'd)**

ATTACHMENT No [1] - Creation of Carriageway Easement Plans

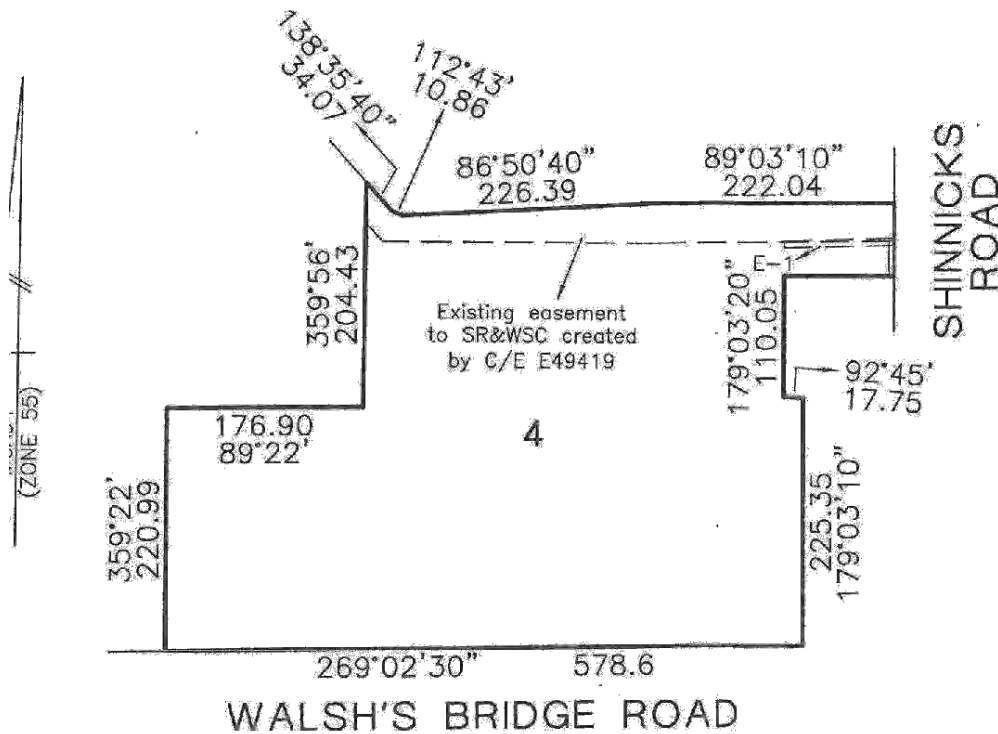
PLAN FOR CREATION OF EASEMENT
GOULBURN-MURRAY RURAL WATER CORPORATION

EASEMENT E-1 REQUIRED FOR CARRIAGEWAY
IN FAVOUR OF VOL. 10656 FOL. 102
PART LOT 4 ON PS613620B
CROWN ALLOTMENT 16 & 19 (PARTS)
SECTION A
PARISH OF BAULKAMAUGH

COPY

CORR NO. 2012/88/78
FIELDNOTE REF: 18574
SURVEY NO. 6003
BEARING DATUM MGA94
ZONE 55
C/T VOL 11119 FOL 151

AREA OF EASEMENT E-1
REQUIRED FOR
CARRIAGEWAY IN FAVOUR
OF VOL. 10656 FOL. 102.
AREA = 604m²

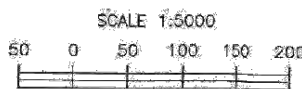


REFER TO
SHEET 2
FOR
ENLARGEMENT

I, Iwona Bekirofski of Goulburn Murray Water located
40 Casey Street, Tatura 3616, certify that this
plan correctly represents the information obtained
from the sources indicated on this plan
and that closures and areas are correct.

[Signature]

23-10-2014



SHEET 1 OF 2

GOULBURN-MURRAY
WATER

FILE NO: F13/897
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.12
(STATUTORY PLANNING
COORDINATOR, PETER STENHOUSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**CREATION OF A CARRIAGEWAY EASEMENT - SHINNICKS ROAD,
NUMURKAH (cont'd)**

ATTACHMENT No [1] - Creation of Carrieway Easement Plans

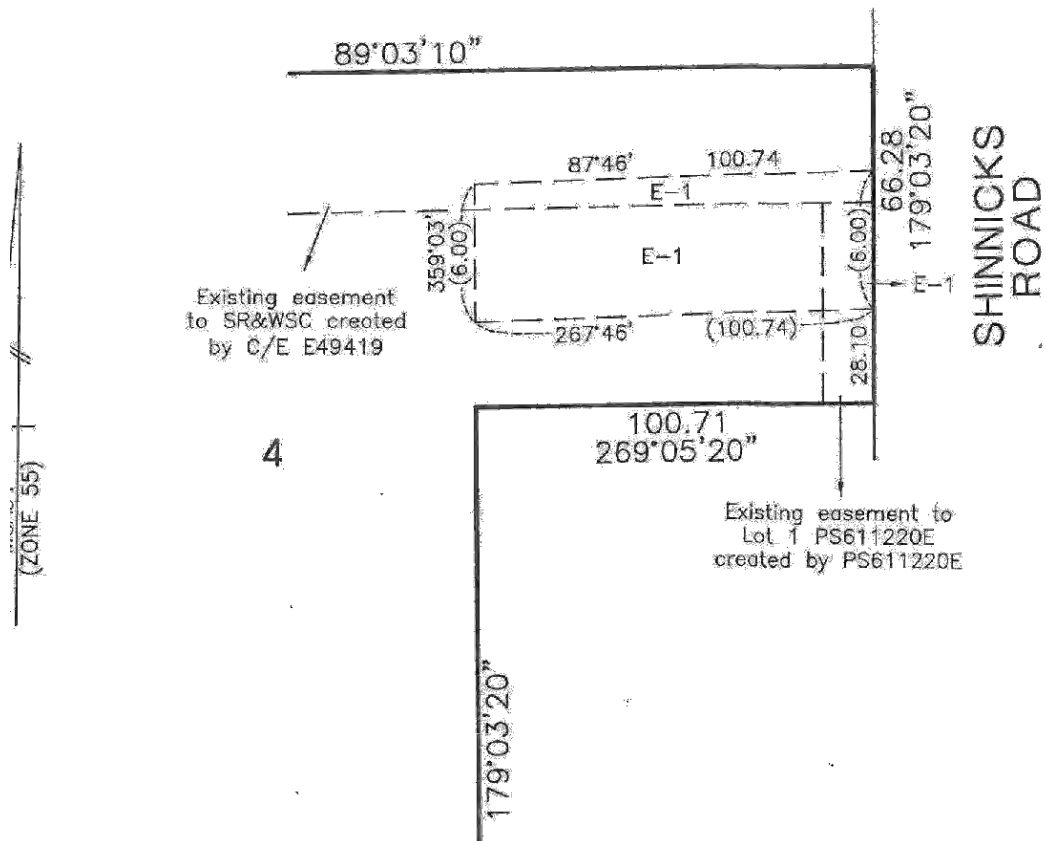
PLAN FOR CREATION OF EASEMENT

GOULBURN-MURRAY RURAL WATER CORPORATION

**EASEMENT E-1 REQUIRED FOR CARRIAGEWAY
IN FAVOUR OF VOL. 10656 FOL. 102**

CORR NO. 2012/88/78
FIELDNOTE REF: 18574
SURVEY NO. 6003
BEARING DATUM MGA94
ZONE 55
C/T VOL 11119 FOL 151

AREA OF EASEMENT E-1
REQUIRED FOR
CARRIAGEWAY IN FAVOUR
OF VOL. 10656 FOL. 102.
AREA = 604m²



ENLARGEMENT
Not to Scale

Avni Bekirofski of Goulburn Murray Water located
40 Casey Street, Tatura 3616, certify that this
plan correctly represents the information obtained
from the sources indicated on this plan
and that closures and areas are correct.

23-10-2014

SHEET 2 OF 2

**GOULBURN-MURRAY
WATER**

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS

RECOMMENDATION

That Council receive and note the attached Records of Assembly of Councillors.

1. Executive Summary

The records of the Assembly of Councillors reported during the month of November and December 2014 are attached to this report.

Inclusion of the attached records of Assembly of Councillors in the Council agenda, and incorporation into the Minutes ensures Council meets its statutory obligations under section 80A of the Local Government Act 1989 (the Act).

2. Background and Options

An Assembly of Councillors is defined under Division 1A – Conduct and interests in section 76AA of the Act:

assembly of Councillors (however titled) means a meeting of an advisory committee of the Council, if at least one Councillor is present, or a planned or scheduled meeting of at least half of the Councillors and one member of Council staff which considers matters that are intended or likely to be -

- (a) the subject of a decision of the Council; or
- (b) subject to the exercise of a function, duty or power of the Council that has been delegated to a person or committee—

but does not include a meeting of the Council, a special committee of the Council, an audit committee established under section 139, a club, association, peak body, political party or other organisation.

Section 80A of the Act requires the Chief Executive Officer to ensure that a written record of an assembly of Councillors is reported to an ordinary meeting of the Council as soon as practicable. The written record must include whether a Councillor who has disclosed a conflict of interest leaves the assembly.

Section 80A(1) requires that a record is kept of:

- (a) the names of all Councillors and members of Council staff attending;
- (b) the matters considered;
- (c) any conflict of interest disclosures made by a Councillor attending under subsection (3);
and
- (d) whether a Councillor who has disclosed a conflict of interest as required by subsection (3) leaves the assembly.

3. Financial Implications

There are no financial implications with this report.

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

4. Risk Management

There are no risk implications with this report.

5. Internal and External Consultation

The community are able to access written records of assemblies of Councillors.

6. Regional Context

There are no regional contexts associated with this report.

7. Council Plan Strategy

Ensuring Good Governance to meet legislative obligations

8. Legislative / Policy Implications

This report complies with the requirements under the *Local Government Act 1989*.

9. Environmental Impact

There are no environmental impacts with this report.

10. Conflict of Interest Considerations

There are no council officer conflict of interest issues to consider within this report.

11. Conclusion

The Assembly of Councillors records attached to this report are a true and accurate record of all assemblies of Councillors reported during November and December 2014. Their recording into the Council Minutes ensures Council meets its statutory obligations under section 80A of the Act.

Attachments

- 1 Attachment 6 November
- 2 Attachment 20 November
- 3 Attachment 1 December
- 4 Attachment 8 December
- 5 Attachment 16 December
- 6 Attachment 16 December
- 7 Attachment 21 January 2015
- 8 Attachment 9 February

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [1] - Attachment 6 November



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	6 November 2014
Name of meeting	Multicultural Advisory Committee
Councillors attending	Councillor Marie Martin
Council staff attending	Annabelle Mendoza
Matters discussed	<p>1. Reports –</p> <ul style="list-style-type: none"> • Status/Updates on Multicultural Action Plan targets for 2014 • Upcoming events/activities – Language Services Training, Social Inclusion Week, VEC Community Information Session • Feedback on Inaugural biennial multicultural policy development conference for local government • Committee member reports <p>2. Election of New Chairperson</p> <p>3. Forward planning</p> <ul style="list-style-type: none"> • Multicultural Action Plan targets for 2015 • Projects and events for Cultural Diversity Week, Refugee Week in 2015 • Venue and dates for Committee meetings in 2015 <p>4. General Business</p> <ul style="list-style-type: none"> • Australia Day Citizen of the Year Nominations now open and will close end of November • Cr Martin attended the 40th Anniversary of Multiculturalism • MAC will be supporting and participating in Netball Victoria's Social Inclusion Week event in Cobram on 26 November
Conflict of Interest Disclosures (indicate below if Nil or complete details)	Nil

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [2] - Attachment 20 November



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	20 November 2014
Name of meeting	Tourism Advisory Committee
Councillors attending	Councillor Don McPhee
Council staff attending	Executive Manager, Business and Innovation, Bruce Connolly Tourism Development Officer, Louise Munk Klint Tourism Support Officer, Kyla Carpinelli,
Matters discussed	<ol style="list-style-type: none"> 1. Purpose of the Tourism Advisory Committee 2. Overview of the latest Tourism Statistics 3. Local Tourism Association Updates 4. General Roundtable Discussion of issues to be discussed at upcoming meetings
Conflict of Interest Disclosures (indicate below if Nil or complete details)	
	NIL

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [3] - Attachment 1 December



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	1 December 2014
Name of meeting	Council Briefing
Councillors attending	Councillors Peter Mansfield, Marie Martin, Kevin Bourke, Wendy Buck, Alex Monk, Don McPhee, Brian Keenan, Ed Cox
Council staff attending	Chief Executive Officer, Mark Henderson Acting Director Corporate Governance, Doug Sharp Acting Director Development and Liveability, Andrew Close Director Community, Peter Bertolus Manager Governance, David Booth Manager Communications, Linda Nieuwenhuizen
Matters discussed	<ol style="list-style-type: none"> 1. Green Palms Development Plan 2. Ritchies Road Development Plan 3. Tunnock Road Development Plan 4. Katunga East Development Plan 5. RACV Cobram Development Plan 6. Underlying financial report 7. Cobram Library concept plan 8. Councillor Issues- <ul style="list-style-type: none"> • Yarrawonga Bridge • Wilby Public Hall • GMW assets maintenance – Silverwoods • Nathalia CFA • Picola Heritage park • Cobram Saleyards • White Ant inspections on Council buildings • Numurkah Town hall footpath • Bundalong Tavern Planning application • Community Action Plans in small towns • Scott reserve Funding commitment • Special Charge Schemes • "Little hands big minds" presentation • Tourism advisory committee • Yarrawonga Health • Natural gas in Nathalia • Outdoor Pools opening 9. Sam Bramham presentation on disability issues 10. Domestic Animal Plan update 11. Green waste update

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [3] - Attachment 1 December



12. Kennedy Park (Cobram)		
13. Budget timetable 2015/16		
14. Audit committee membership		
15. DRAFT Agenda Review		
1) Conflict of Interest Disclosures (indicate below if Nil or complete details)		
Matter No.	Councillor	Did Councillor leave meeting
Item 1	Councillor Cox	Yes
Item 2	Councillor Cox	Yes
Item 3	Councillor Martin	Yes

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [4] - Attachment 8 December



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	8 December 2014	
Name of meeting	Council Briefing	
Councillors attending	Councillors Marie Martin, Peter Mansfield, Kevin Bourke, Wendy Buck, Alex Monk, Don McPhee, Brian Keenan, Ed Cox, Don McPhee	
Council staff attending	Chief Executive Officer, Mark Henderson Acting Director Corporate Governance, Doug Sharp Acting Director Development and Liveability, Andrew Close Director Community, Peter Bertolus Manager Governance, David Booth Manager Communications, Linda Nieuwenhuizen	
Matters discussed	<p>1. Councillor Issues</p> <p>1.1. Local Safety Committee</p> <p>1.2. Victorian elections – letter to successful candidates</p> <p>1.3. Yarrowonga All Abilities Playground</p> <p>1.4. Yarrowonga Medical Clinic</p> <p>1.5. G.R.A.I.N Store</p> <p>1.6. Cumboorooka</p> <p>1.7. RV Friendly activities</p> <p>2. Agenda Review</p> <p>1) Conflict of Interest Disclosures (indicate below if Nil or complete details)</p>	
Matter No.	Councillor	Did Councillor leave meeting
Item 2 – Green Palms Development Plan	Councillor Cox	Yes
Item 2 – Tunnock Road Development Plan	Councillor Martin	Yes

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [5] - Attachment 16 December



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	16 December 2014
Name of meeting	Environment Sustainability Advisory Committee
Councillors attending	Councillor Wendy Buck
Council staff attending	Manager Safety Amenity & Environment - Sally Rice Coordinator Waste Management Services - John Mangan, Team Leader Waste Management Services - George Bitcon, Environmental Services Technical Officer - James Walters, Business Support Officer - Jeanette Morrison
Matters discussed	1. Tyre Storage – Katunga and Numurkah 2. Round Table updates from Committee members
Conflict of Interest Disclosures (indicate below if Nil or complete details)	Nil

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [6] - Attachment 16 December



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	16 December 2014
Name of meeting	Disability Advisory Committee
Councillors attending	Councillor Don McPhee
Council staff attending	Community Services Officer, Hayley O'Loughlin Community Development Officer, Frank Malcolm
Matters discussed	<ol style="list-style-type: none"> 1. Moira Shire Disability Action Plan Update 2. Moira Shire Disability Action Plan Review (2015) 3. International Day of People with Disability Review (Tuesday 3 December)
Conflict of Interest Disclosures (indicate below if Nil or complete details)	
Nil	

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [7] - Attachment 21 January 2015



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	21 January 2015
Name of meeting	Assembly of Council
Councillors attending	Councillors: Martin, Cox, Cleveland, McPhee, Bourke, Mansfield, Keenan, Monk
Council staff attending	Mark Henderson, Chief Executive Officer Doug Sharp, Acting General Manager Corporate
Matters discussed	1. Gravel supply practice 2. Tunnock Rd, Numurkah subdivision planning application 3. Lake Mulwala winter 2015 water level 4. Australia Day Awards format
Conflict of Interest Disclosures (indicate below if Nil or complete details)	NIL

FILE NO: 120.16.0001
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)

ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [8] - Attachment 9 February



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	9 February 2015																	
Name of meeting	Council Briefing																	
Councillors attending	Martin, Cox (depart 4:50), Cleveland, McPhee, Bourke, Mansfield, Buck, Keenan, Monk (arrive 10:15 am)																	
Council staff attending	Henderson, Close, Sharp, Rice, Nieuwenhuizen, Forde, Hargreaves, Brown, Booth, Alexandrino, Cobb																	
Matters discussed	<table border="0"> <tr> <td>1. Sustainability</td> <td>9. Procurement</td> </tr> <tr> <td>2. Project management</td> <td>10. Tungamah Liveability</td> </tr> <tr> <td>3. Half yearly budget review</td> <td>11. Inland rail</td> </tr> <tr> <td>4. Youth Club Hall Numurkah</td> <td>12. CEO delegations</td> </tr> <tr> <td>5. Management Report</td> <td>13. Agenda review</td> </tr> <tr> <td>6. Australia Day Awards Evening</td> <td>14. Maintenance of war memorials and bus stops</td> </tr> <tr> <td>7. Heritage Overlay</td> <td>15. RV Friendly</td> </tr> <tr> <td>8. Fruit fly response</td> <td></td> </tr> </table>		1. Sustainability	9. Procurement	2. Project management	10. Tungamah Liveability	3. Half yearly budget review	11. Inland rail	4. Youth Club Hall Numurkah	12. CEO delegations	5. Management Report	13. Agenda review	6. Australia Day Awards Evening	14. Maintenance of war memorials and bus stops	7. Heritage Overlay	15. RV Friendly	8. Fruit fly response	
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7. Heritage Overlay	15. RV Friendly																	
8. Fruit fly response																		
Conflict of Interest Disclosures (indicate below if Nil or complete details)	NIL																	

**FILE NO: 100.01.0001
3. OUR COMMUNICATIONS AND
PROCESSES**

**ITEM NO: 11.1
(PERSONAL ASSISTANT TO CEO,
ROBYN BONADDIO)
(ACTING DIRECTOR CORPORATE
GOVERNANCE, DOUG SHARP)**

ACTION OFFICERS LIST

RECOMMENDATION

That Council receive and note the Action Officers List.

Attachments

- 1 Action Officer's List

FILE NO: 100.01.0001
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 11.1
(PERSONAL ASSISTANT TO CEO, ROBYN BONADDIO)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - Action Officer's List

ACTION OFFICERS LIST – February 2015

Meeting	Subject
Ordinary Council Meeting 8 December 2014	Yarrowonga Mulwala Bridge Alignment
MOTION	
CRS PETER MANSFIELD / BRIAN KEENAN	
That:	
1. Council seek a deputation with the incoming Minister of Transport to confirm to the Green Route as the preferred alignment for the Yarrowonga Mulwala Bridge.	
(CARRIED)	
ACTIVITY	
A letter was sent to Tim McCurdy MP on 16 December 2014 seeking assistance with a deputation with the Minister for Roads and Road Safety. Follow up conversation have said occurred with Tim McCurdy in a view to progress this request.	
Meeting	Subject
Ordinary Council Meeting 8 December 2014	General Business – Local Members Election Results
MOTION	
CRS ALEX MONK / ED COX	
That Council write to all successful local Members of Parliament congratulating them on their election result.	
(CARRIED)	
COMPLETED	
Letters sent to the successful Local Members of Parliament congratulating them on their election results.	
Meeting	Subject
Ordinary Council Meeting 8 December 2014	General Business – Condolences The Hon Lynne Koskey.
MOTION	
CRS ED COX / WENDY BUCK	
That Council expresses its condolences to the Victorian State Parliament on the passing of The Hon Lynne Koskey.	
(CARRIED)	
COMPLETED	
A letter of condolence sent on 10 December 2014	

FILE NO: 100.01.0001
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 11.1
(PERSONAL ASSISTANT TO CEO, ROBYN BONADDIO)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - Action Officer's List

ACTION OFFICERS LIST – February 2015

Meeting	Subject
Ordinary Council Meeting 8 December 2014	General Business – Access points for fire fighting
MOTION	
CRS KEVIN BOURKE / BRIAN KEENAN	
That Council liaise with the CFA and other relevant authorities to assist in facilitating installation of water access points for fire fighting where irrigation modernisation has meant reduced access to secure water.	
(CARRIED)	
ACTIVITY	
Initial discussion has been held with regional CFA. New strategies in addressing and responding to fire risk in North East Victoria including Moira Shire include fire fighting aircraft now being stationed at regional airports over the Summer Fire periods and are deployed simultaneously with ground appliances to forest and grass fires. Water tankers can also accompany appliances where access to water is seen as limited. Previously, Council has partnered with the CFA in installing water tanks under the then Fire Access funding program. This program does not currently exist.	
Meeting	Subject
Ordinary Council Meeting 15 September 2014	General Business – VCAT orders.
MOTION	
CRS KEVIN BOURKE / MARIE MARTIN	
That Council authorise the Chief Executive Officer to seek enforcement of the recent VCAT orders on the tyre storage facilities at Numurkah and Katunga.	
(CARRIED)	
ACTIVITY	
The Victorian Administrative Tribunal (VCAT) has issued a certificate stating that the enforcement order (for both the Numurkah and Katunga tyre sites) is appropriate for filing in the Supreme Court. To keep the pressure on, the Respondent's solicitor will be informed accordingly. By obtaining this certification implies that Council is now in a position to escalate the matter without delay to the Supreme Court. Lot 847 Numurkah Road, Katunga have since been cleared of whole tyres with some shredded materials remaining on the land.	

FILE NO: 100.01.0001
3. OUR COMMUNICATIONS AND PROCESSES

ITEM NO: 11.1
(PERSONAL ASSISTANT TO CEO, ROBYN BONADDIO)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)

ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - Action Officer's List

ACTION OFFICERS LIST – February 2015

Meeting	Subject
Ordinary Council Meeting 09 December 2013	Cobram Library
MOTION	
CRS GARY CLEVELAND / MARIE MARTIN That:	
<ol style="list-style-type: none"> Council approve the Cobram Civic Centre as the location for the new Cobram Library/Community Hub; Authorise Council Officers to seek the services of a suitably qualified Architect to undertake the detailed design of a multiple staged 'Civic Centre Precinct' in order to meet with the projected future needs of the community, with Stage 1 of the project being a new Library facility and associated works. 	
(CARRIED)	
ACTIVITY	
Tender specifications for the Detail Design Architectural Services are being prepared in readiness for commencement of Tender advertising in Mid-February with tenders to close on 11 th March. Should the successful tender price exceed the CEO's authorised delegation, a report will be presented to the April Council Meeting for Council's approval to award the detail Design services contract. The detail design will be based on the final version concept design following consultation with the Cobram RSL Sub-branch on the impacts of the library footprint with the war memorial. Council presented the Cobram Library & Learning Centre concept plan to Members of the Cobram-Barooga RSL at their meeting on Monday 12 January 2015. About 40 members were present, with the concept plan well received by RSL Members. Council will continue to liaise with Cobram-Barooga RSL as a key stakeholder on this project; a representative of the RSL will also join the Cobram Library & Learning Centre community steering committee. The concept plan will go out to the general community at the same time as the detailed design tender advertisement.	
Meeting	Subject
Ordinary Council Meeting 12 December 2011	Local Law 2007 Meeting Procedure
MOTION	
That Council review the Local Law 2007 Meeting Procedure.	
(CARRIED)	
ACTIVITY	
A briefing note was distributed in late November. Focus of the review is around options for question time.	
Meeting	Subject
Ordinary Council Meeting 20 June 2011	RV Friendly Shire
MOTION	
That Council endorse the establishment of a Community Stakeholder Steering Committee to explore the adoption of a RV friendly position and set a timeframe of 12 months for the Committee to develop a RV Friendly Implementation Framework and Plan	
(CARRIED)	
COMPLETED	
Four nominees for community and RV positions were received in total, a report went to a Council meeting on Monday 17 November and the first meeting was held on 25 November. The meeting was highly successful with good discussions on the RV Friendly topic. A second meeting was held on 20 January 2015. The second meeting was another successful meeting, which entailed a mapping session of RV Friendly facilities across the shire and discussion of issues to be considered as part of the final plan for how Moira Shire and its towns can continue to be RV Friendly. A third meeting is scheduled for 24 March 2015 to further progress the Framework and Plan.	

**FILE NO: 100.01.0001
3. OUR COMMUNICATIONS AND PROCESSES**

**ITEM NO: 11.1
(PERSONAL ASSISTANT TO CEO, ROBYN BONADDIO)
(ACTING DIRECTOR CORPORATE GOVERNANCE, DOUG SHARP)**

ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - Action Officer's List

ACTION OFFICERS LIST – February 2015

Meeting	Subject
Ordinary Council Meeting 10 December 2012	Transfer Station operating hours
MOTION	
That a review of Transfer Station operating hours be undertaken and presented to Council.	
(CARRIED)	
ACTIVITY	
In November 2013, changes were made to the opening hours of several transfer stations to better serve customers and standardise opening times across all of Moira Shire's waste facility sites. Analysis of the times that customers were visiting the sites indicated that attendance dropped off after 4:00pm and that opening earlier in the day (9:00am instead of 10:00am) would allow for better access to our facilities for residents and business customers. Positive feedback from our visitors and site operators has shown that these changes have been beneficial in making access more suitable and convenient to the community's needs. Ongoing monitoring of opening hours and usage volumes for all sites will continue in an ongoing commitment to maintain and where possible improve services provided.	

FILE NO: 1
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.1
(BUSINESS SUPPORT OFFICER, JULIE GERARD)
(ACTING DIRECTOR, DEVELOPMENT AND
LIVEABILITY, ANDREW CLOSE)

**PETITION TO DEVELOP PARK LAND FROM BIRCH CRESCENT TO MAPLE CRESCENT
ADJACENT TO ELM COURT NUMURKAH**

RECOMMENDATION

That:

1. Council receive a petition containing 18 signatures requesting Council develop a park situated in Maple Crescent adjacent to Elm Court and Birch Court Numurkah

1. Executive Summary

A petition containing 18 signatures requesting Council develop the park situated in Maple Crescent adjacent to Elm Court and Birch Court, Numurkah has been received.

In accordance with Section 66 of the Meeting Procedures Local Laws 2007, it is recommended that the petition be received and lay on the table and be considered at the next ordinary meeting of Council on Monday 23 March 2015 where a report on the issues raised will be presented.

Attachments

- 1 Petition to develop Park in Maple Crescent Numurkah

FILE NO: 1
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.1
(BUSINESS SUPPORT OFFICER, JULIE GERARD)
(ACTING DIRECTOR, DEVELOPMENT AND LIVEABILITY, ANDREW CLOSE)

PETITION TO DEVELOP PARK LAND FROM BIRCH CRESCENT TO MAPLE CRESCENT ADJACENT TO ELM COURT NUMURKAH (cont'd)

ATTACHMENT No [1] - Petition to develop Park in Maple Crescent Numurkah

31 October 2014

To the CEO Moira Shire

Re; proposed park in Maple Crescent, adjacent to Elm Court and Birch Court, Numurkah.

Sir

In the residential development in which we live there is an area of land set aside for a reserve or park that runs from Birch Court to ~~Wattle Drive~~ ^{MAPLE CRESCENT}, adjacent to Elm Court in Numurkah.

We understand that this land has been transferred to the Council some time ago and that the developers have lodged a significant bond as security for the development of the reserve into a park.

Development of the park is now an urgent priority for the local residents as most of the subdivided blocks have now had houses constructed on them and a large number of children now live in the immediate proximity.

We would like to see a green park with some plantings and lawn for a play area. The likely use of the park would include ball games, other children's games and a relaxing place to sit, perhaps with a picnic. A planting with a mix of trees and shrubs would provide an excellent habitat for native birds.

Without such development the area will harbour weeds, such as bindii and Bathurst burr along with numerous snakes, as is currently the case. The area is currently something of an eyesore, except when freshly mowed, amongst all new and good quality homes.

We request that council proceed with the development as soon as possible, on the understanding that the costs have already been met by the developers.

Thank you for your consideration

Moira Shire Council

File #	
Comms #	
10 NOV 2014	
Referred to	
Copies to	

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON

RECOMMENDATION

That Council:

1. Agree to deal with this petition, regarding reducing the speed limit on the Murray Valley Highway at Strathmerton earlier than required by Council's Meetings and Procedures Local Law 2007.

That Council, subject to the above being adopted:

- (a) Agree to consider several letters from residents received in conjunction with the petition at the same time as the petition.
- (b) Advise VicRoads that, The Moira Shire Council has received a petition signed by 261 people requesting reduction of the speed limit from 80km/hr to 60km/hr along the Murray Valley Highway, in Strathmerton and that Council supports the wishes of the petitioners.
- (c) Advise the writers of letters and the petition Organisers of Council's decision.

1. Executive Summary

Council has received a petition signed by 261 people requesting reduction of the speed limit from 80km/hr to 60km/hr along the Murray Valley Highway, in Strathmerton.

Speed limits generally are controlled by VicRoads. The Murray Valley Highway, in Strathmerton is also a road under the control and management of VicRoads as it is an Arterial Road.

In accordance with Council's ByLaw, a petition received at a Council meeting must "lay on the table" and be considered at the next ordinary meeting of Council unless the Council agrees to deal with it earlier. Since this petition relates to a matter that Council has no control over, it is suggested that it can be considered at the same time that it is received by Council.

It is recommended that the petition be referred to VicRoads as VicRoads is the responsible Authority for the Murray Valley Highway and has the control of speed limits throughout the State of Victoria, and that Council support the petitioners in their request.

2. Background and Options

Speed limits are controlled by VicRoads on all roads in Victoria. VicRoads sets speed limits in accordance with various standards and procedures. The amount of adjacent development and the type of road, amongst other factors are taken into account.

It is evident that the standards prescribe where there are service roads on an Arterial Road, such as in Strathmerton, the speed limit should be set at 80km/hr. All Arterial Roads in these circumstances should be signed with 80km/hr signs, according to VicRoads.

The speed limit along the Murray Valley Highway through Cobram is 80km/hr.

<p>FILE NO: F13/581 3. DEVELOPMENT AND LIVEABILITY</p>	<p>ITEM NO: 13.2 (MANAGER STRATEGIC PROJECTS, MARK FOORD) (GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)</p>
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PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

There are exceptions to this practice where the speed limit requirement changes along a length of road, and in this case VicRoads may apply the lesser limit. A good example is what has been done on the Goulburn Valley Highway on the north side of Shepparton. There are sections with service roads and sections that require a 60km/hr speed limit, VicRoads has signed the whole section at 60km/hr.

3. Financial Implications

There are no financial implications arising from the recommendations of this report. VicRoads is responsible for the care and management of the Murray Valley Highway in Strathmerton.

4. Risk Management

Some of the letters received in conjunction with the petition outline the need to reduce the speed limit on the Murray Valley Highway for safety reasons.

VicRoads measures the safety of its road network in accordance with its Road Management Plan. There are VicRoads practices and procedures with respect to the implementation of speed limits, which ensure that all speed limits are implemented equitably across the State.

There is little risk to Council in supporting the petitioners request to introduce of a lower speed limit in Strathmerton.

5. Internal and External Consultation

The proposal to reduce the speed limit in Strathmerton has been referred and considered by Council's Traffic Liaison Committee on the 4 December 2014. The proposal was not supported by VicRoads.

6. Regional Context

There are few regional implications in Council offering its support to the residents of Strathmerton to reduce the speed limit on the Murray Valley Highway in Strathmerton.

7. Council Plan Strategy

The Strategic Goals that influence this report and its recommendations are; Community, Development (Liveability), Organisation, and Governance.

8. Legislative / Policy Implications

Council's local law with respect to petitions is reproduced below.

66. Petitions and joint letters

A petition or joint letter presented to the Council will lay on the table until the next ordinary meeting of the Council and no motion other than to receive the petition or joint letter may be accepted by the Chairperson, unless the Council agrees to deal with it earlier.

It is considered that since this petition is regarding a matter that Council has no control over and cannot implement, that the petition should be referred to VicRoads which is the

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

responsible Authority for the Murray Valley Highway and for setting speed limits throughout the State of Victoria.

9. Environmental Impact

There are no environmental impacts in relation to the recommendations made within this report.

10. Conflict of Interest Considerations

There are no identified Officer conflicts of interest arising from the Officers that have been involved in the preparation of this report.

11. Conclusion

It is recommended that the petition be referred to VicRoads as VicRoads is the responsible Authority for the Murray Valley Highway and has the control of speed limits throughout the State of Victoria.

It is recommended that VicRoads be advised that Moira Shire Council has received a petition signed by 261 people requesting reduction of the speed limit from 80km/hr to 60km/hr along the Murray Valley Highway, in Strathmerton and that Council supports the petitioners.

Attachments

- 1 Petition and Letters - Speed Limit in Strathmerton

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton

1/12/2014

Moira Shire Council	
File #	
Comm. #	
11 DEC 2014	
Referred to	
Copies to	

To Moira Shire

I am writing to you to express my concerns about the speed limit through the Town of Strathmerton being put up to 80 K.P.H. From 70 K.P.H.

I find it hard to believe the speed limit should go up with the amount of people that live in Strathmerton that have to cross the highway to access the businesses on the other side.

The school crossing is 40 K.P.H. in school hours with lights and a lollypop lady but then goes back to 80 K.P.H. the rest of the time. Children that have to cross the highway to go to the shops out of school hours then have to negotiate the 80 K.P.H. zone.

All sporting activities are over the railway line at the recreation reserve so children have to cross the highway that line near the shops which is one third of the population.

The very popular skate park is over ^{near} the public toilets so the same children have to cross the highway to access this facility.

The Strathmerton Bakery is used by a great many people stopping there but the public toilets are across the highway.

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton

2
This means they have to cross twice a lot of these people are elderly and where they have to cross is four lanes wide with a bus zone on one side.

The bus service picks up one one side of the highway but delivers on the other side meaning most people have to cross the highway one to access the service provided.

I ask Moira shire to support the reduced speed limit to Vic roads with the 60KPH zone from the start of the service road on the eastern end of the highway through to Barchers road on the western approach to strathmerton

Wunghnu Township is a 60 KPH all the time except for school hours so I can see not a lot of difference between the towns so I find it hard to believe strathmerton speed limit goes up when most limits are coming down

Yours Faithfully

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton

Moira Shire Council	
File #	
Corres No.	
	11 DEC 2014
Referred to	
Copies to	

To whom may concern.

I am writing as a concerned resident, business owner and voter.

At present the speed limit through the township of our home town, Strathmerton, is 80 km phr.

I feel this is far too high and needs to be reduced to 60 km.

This is a major highway and is a main link between southern parts of Victoria & our northern states of NSW & Qld, thus carrying thousands of cars, trucks, buses, etc.

The highway is directly in the middle of our township.

The need to cross the highway is great for many locals and visitors for many reasons listed below.

- Public toilets are on the opposite side to the majority of our local shops
- the skate park
- The recreation reserve housing 11 different user groups from sporting groups to Lions Group and Red Cross groups servicing many various age groups of people

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITYITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)**PETITION, SPEED LIMIT, STRATHMERTON (cont'd)****ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton**

- The town hall is on the opposite side to the majority of other services
- The V-line bus shelter
- The school bus stops for many children get on, on one side and get off on the other. Meaning children have to cross this busy highway with cars travelling at 80 km as they arrive later than the school zone goes for. (Finishing at 4 pm and the buses arrive at 4.10 pm).

I'm asking you to please consider the safety of all those that have to regularly cross the highway whether by foot, bike or car. The rest of the township is a 50 km zone and 40 km near the school. To safely negotiate crossing from a stopped start, when traffic is bearing down on you at 80 km! It's a huge difference!

Yours sincerely

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton

1-12-14

Date of letter written	
Date	11 DEC 2014
Copies No.	
Referred to	
Copies to	

To whom it concerns

I'm writing in reference to the speed limit on Murry Valley Hwy strathmerton, in the section of the main township, which is 80 klms. I believe it should be dropped to 60 km, for the safety of all, being young & old, because there is a lot of people that cross this section, for bus pickups & drop offs, & the skate park, & public conveniece's & shops on the otherside. maybe you could consider pedestrian lights. Thankyou for taking the time to view my letter.

your Sincerly

FILE NO: F13/581
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 13.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION, SPEED LIMIT, STRATHMERTON (cont'd)

ATTACHMENT No [1] - Petition and Letters - Speed Limit in Strathmerton

Speed Reduction – Murray Valley Highway, Strathmerton		File #	
		Corres No.	
		Date	11 DEC 2014
The petitioners whose names, addresses and signatures appear hereunder petition as follows:		Number	
Reduce the speed at Murray Valley Highway, Strathmerton from 80Km to 60Km		Copies to	

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE

RECOMMENDATION

That:

1. Council receive the Petition/Letter with 138 signatures and 30 letters requesting Council to Restore Tungamah Court House

1. Executive Summary

A petition/letter containing 138 signatures requesting Council to restore the Tungamah Court House has been received.

In accordance with Section 66 of the Meeting Procedures Local Laws 2007, it is recommended that the petition be received and lay on the table and be considered at the next ordinary meeting of Council on Monday 23 March 2015 where a report on the issues raised will be presented.

Attachments

- 1 Petition Restoration of Tungamah Court House

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

TO THE PRESIDENT AND COUNCILLORS OF THE SHIRE OF MOIRA, WE THE
UNDERSIGNED PERSONS WHO CARE FOR THE HERITAGE AND HISTORY OF
TUNGAMAH, SINCERELY ASK THAT COUNCIL ACT AS QUICKLY AS POSSIBLE
TO DO REPAIR WORK TO THE TUNGAMAH COURT HOUSE AND ENABLE THE
COMMUNITY ACCESS TO THIS GREAT BUILDING AND WONDERFUL MUSEUM

File #	
Cores #	DIS/1112
	8 JAN 2015

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support –Tungamah Court House

This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.

The Court House is important to me.

The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has. For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.

The Court House is a community focal point

The Court House building and its museum provides a focal point for the community, to meet and share stories. This applies to the volunteer team that operate the museum, and to visitors alike.

It is so important that the Court House continues to be available to be used by the community, for the community.

The Court House preserves our stories

The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.

[If you have any other points to make about the environmental, economic or social/community benefits that would flow from the restoration and reopening of the Court House – mention them here]

It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin.

For all these reasons, I wholeheartedly support:

- the application for a grant to restore the Court House,
- the reopening of the Court House for community purposes.

I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

Thank you.

Yours sincerely

[Handwritten signature]

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support - Tungamah Court House

This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.

The Court House is important to me.

The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has. For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.

The Court House is a community focal point.

The Court House building and its museum provides a focal point for the community, to meet and share stories. This applies to the volunteer team that operate the museum and to visitors alike.

It is so important that the Court House continues to be available to be used by the community, for the community.

The Court House preserves our stories.

The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive. [If you have any other points to make about the environmental, economic or social/community benefits that would flow from the restoration and reopening of the Court House - mention them here]

It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin.

For all these reasons, I wholeheartedly support:

- the application for a grant to restore the Court House.
- the reopening of the Court House for community purposes.

I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

Thank you.

Yours sincerely

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support -Tungamah Court House

This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.

Growing up in Tungamah

Although I was born in Melbourne, coming as a 5 year-old to Tungamah, and my father taking our family elsewhere when I was 12, I spent my childhood formative years in Tungamah. I cannot express how important are my memories of growing up in Tungamah. Swimming in the creek, playing with friends, the school...

I particularly remember the old school house, now sadly gone. I would also donate to a fund to fix the shelter shed, perhaps even moving it closer to town.

The Court House

The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has.

For Tungamah Primary School students, what am amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Dear Sir,

On behalf of the Tungamah Primary School I want to express our concern of the closure of the Tungamah Historical Museum..

We believe this is of great benefit for our pupils to have access to their town heritage and family history.

We support that the Historical Museum remain opened to the community.

Kind regards

FILE NO: 0
 5. INFRASTRUCTURE

ITEM NO: 13.3
 (EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
 (GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
 (cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

I wish to support the Tungamah Court House Committee of Management in their endeavour to the restoration of the court house building I believe this building to be of significant value to our town and the wider community.

I am prepared to assist in any way to make this possible.

Yours faithfully



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

accepted." Cd

BUSINESS ARISING:

1. Street Lights. Have been fixed and all are working.
2. Podiums. All have been put in, replacements for Hotel and Shop to be done. Old sign at Saunders Park to be redone with map of podium sites to be added Graham to follow up on prices to get sign redone.
3. Flood Guides. Have gone to State Manager SES.
4. Sewerage. Roads needing to be fixed, Shire will do the work and send the account to North East Water.

REPORTS:

1. Finance Report. Balance in account Balance as at 31st January \$4,331.22
Includes \$600.00 for Australia day credited to our account from Moira Shire ✓

Moved P. Boucher/I. Littler "That the finance report be accepted." Cd

CORRESPONDENCE:

1. Australia Day information and confirmation of \$600.00 transferred into our account.

GENERAL BUSINESS:

1. Australia Day. Nomination Date has been extended due to lack of nominations around shire. Lions will do the breakfast again. Councillor Don McFee to be approached to be guest speaker. Signs to go up around town closer to day.
2. House Block in School Street. Suggested local Lions club be approached to clean the yard.
3. Shire has indicated it does not want it to close, Committee looking to get a grant, needs letters of support from people of Tungamah.

NEXT MEETING: December 8th 2014

FILE NO: 0
 5. INFRASTRUCTURE

ITEM NO: 13.3
 (EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
 (GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
 (cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

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I am prepared to assist in any way to make this possible.

Yours faithfully



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
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PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

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I am prepared to assist in any way to make this possible.

Yours faithfully



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Chairman of the Committee,
Mr Ian Lither
Tungamah Local Museum,

Dear Mr Lither,

I am writing to strongly support the application for a grant to help repair the Tungamah Museum building. This building holds local history records as well as local memorabilia which many people wish to view and view.

With the museum complementing the heritage walk it is a very important landmark in our township.

Yours faithfully,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

We are very concerned to hear that the Tungamah Court House building has deteriorated to the extent that it has been closed to the public.

It is vital that the building be restored and maintained as it is a magnificent and elegant structure with such a long and important history. Its meaning to Tungamah and district is immeasurable because of the many significant events which have occurred in and around the building and because it is such a notable example of the early architecture of the late 1800's when Tungamah was being established.

The building has been useful in all its many and varied roles. Our children attended the pre-school and playgroup there and we all became very fond of the building from that time. Its most recent function as a museum is a very fitting use for the venue and the displays created there are a valuable record of the history of the area.

It is our hope that the Court House can be preserved for the future and we hope this letter of support will assist in some measure.

Yours sincerely

[Signature]

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

TO WHOM IT MAY CONCERN

As members of the small community of Tungamah we wish to add our concerns to the possibility we may lose a valuable part of our heritage in the Old Court House.

For many years now the building has housed a very valuable collection of history and memorabilia of the town of Tungamah and surrounding districts.

There is also a very good collection of information relating to the Two World Wars and the documents of the old Shire of Tungamah are irreplaceable. Many people from all over the country come to do research at the museum.

We understand the problem is costly, but other communities have faced similar problems and been able to overcome them.

To lose such an asset as valuable to a community as this would be a tragedy, not only to the people of this area, but all those who visit each year.

We fully endorse the committed people endeavouring to have the Court House restored and opened to the public again.

Yours Sincerely



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

TO WHOM IT MAY CONCERN

The members of the Tungamah and District Lions Club wish to add their concerns to the possibility we may lose a valuable part of our heritage in the Old Court House.

The building now houses a very valuable collection of history and memorabilia of the town of Tungamah and surrounding districts.

Collections relating to the two world wars and the Shire of Tungamah are irreplaceable. Many people from all over the country come to do research at the museum.

We understand the problem is not insurmountable and though costly, can be fixed. An asset as valuable to a community as this must not be lost to the people of this area and all those who visit each year.

We fully endorse the committed people endeavouring to have the Court House restored and opened to the public again.

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

~~3728~~

TO WHOM IT MAY CONCERN

The members of the Community Representative Committee in Tungamah and District wish to add their concern at the possibility that we may lose the historic Court House building in Tungamah.

The Court House is now used as a museum. The Museum has a very large display of the history of this area that is invaluable to people wishing to do research into their families or just spend a few hours browsing at things from the past.

It also houses a valuable resource of information regarding the old Tungamah Shire and aspects of both great world wars.

The history of farming in this community is also well represented, the log cabin relocated to the site is an excellent example of this. To lose such a well resourced facility would be a tragedy for many people who have donated so much to make this museum such a wonderful place to visit.

We understand the damage to the building is not major, it is only one small corner in a very important historical building. To lose a building of such historical significance would be a major blow to the small rural town of Tungamah.

We would ask that you consider this application in light of the value to this small community and all those visitors who find it so valuable for finding information about this area.

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

5 December, 2014
Chairman of the Committee
Mr. I. Littler
Tungamah Court Museum
22 Mallon St,
Tungamah, Vic. 3728

Dear Mr. Littler,

Upon hearing that the Tungamah Museum is having to close its doors to the public I wish to voice my concern as to the future of the Museum's contents. Especially as to where the Rate Books will now be housed so as to be available to be viewed by members of the public.

For many years I have been interested in Local and Family History of this area and realise the immense value of being able to peruse (particularly) early Rate Books. Living near to the boundary of the Benalla and Moira (Tungamah) Shires, the perusal of Tungamah Rate Books are a valuable suggestion to family history researchers.

I trust that a suitable home will be found to house these treasures and the history of the Tungamah area, so lovingly collected by this generation, so as to be available to future generations.

Yours faithfully,



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

**PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)**

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

I support what my son Jason has said about Tungamah Court House.

Sent from my iPad

Important - This email and any attachments may be confidential. If received in error, please contact us and delete all copies. Before opening or using attachments check them for viruses and defects. Regardless of any loss, damage or consequence, whether caused by the negligence of the sender or not, resulting directly or indirectly from the use of any attached files, our liability is limited to resupplying any affected attachments. Any representations or opinions expressed are those of the individual sender, and not necessarily those of the Department of Education and Early Childhood Development.

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

By email to

Letter of support –Tungamah Court House

This letter is to express this Society's strong support for the restoration and reopening of the Tungamah Court House.

The Court House is important

The Tungamah Court House is a very important place for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes Tungamah unique. Its very existence also demonstrates what a depth of history this town has.

For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.

The Court House is a community focal point

The Court House building and its museum provides a focal point for the community, to meet and share stories. This applies to the volunteer team that operate the museum and to visitors alike.

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

It is so important that the Court House continues to be available to be used by the community, for the community.

The Court House preserves Tungamah's stories

The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.

It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin.

For all these reasons, we wholeheartedly support:

- the application for a grant to restore the Court House,
- the reopening of the Court House for community purposes.

Our Society members are happy for you to share our vote of support with the Moira Shire and Heritage Victoria.

Yours faithfully,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

*Chairman of Committee of Management.
Tungamah Court House.*

Dear Sam,
We wish to endorse the committee's request for a National Trust grant for restoration of the Tungamah Court House, currently housing our museum.
Apart from its valuable use as a museum this lovely authentic building is unique + holds great historic significance to our town + district.
We applaud the committee + trust your request is forthcoming.
Best wishes friend,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support -Tungamah Court House

This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.

The Court House is important to me:

The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has.

For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.

I remember the days of passing the court house daily on route to all things Tungamah.

The Court House is a community focal point

The Court House building and its museum provides a focal point for the community, to meet and share stories. This applies to the volunteer team that operate the museum and to visitors alike.

It is so vitally important that the Court House continues to be available to be used by the community, for the community.

The Court House preserves our stories

The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us.

Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.

As many of our kids live for today, it is vital to be able to teach our kids respect for our history and why Tungamah is like it is today. Whilst our Governments at all levels are making large scale changes to be more cost effective it is vital that an established building such as this is maintained for the greater good of the Community. Historic establishments like this build the desired bridges between the elderly and the young and keeps the history alive longer.

It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin, as small to medium sized towns down grade their own facilities by choosing the incorrect options to keep the history alive for all the right reasons. Those reasons being part of the social charter of any council in the below to which dont appear to be occurring in this instance.

1. A well educated and employed community is difficult when they are not educated on local history in the future.
2. A healthy and safe community, is engaging people to get to the Court House.
3. A culturally & socially vibrant and connected community to the building.
4. A sustainably built and maintained plan that is environmentally engaged community around this building
5. A well planned and engaged community on maintaining this building.

For all these reasons, I wholeheartedly support:

- the application for a grant to restore the Court House,
- the reopening of the Court House for community purposes.

I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

Thank you.

Yours sincerely

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

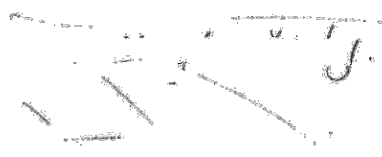
ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

The Tungamah Museum holds a treasure chest of documented local history, ex-service memorabilia, Honour Boards as well as a wide variety of items of social interest. Because of the closure of this building to prohibit entry, these records can no longer be accessed by the public.

On a personal note, over the years, I have been involved in the recording of local history. In this capacity, together with several residents from Tungamah and St. James, we have laboriously photocopied the Tungamah Rate books from its inception. We then took a decision that these copies be handed to the then Tungamah Shire. Following Council Amalgamations these precious records were handed to the Tungamah Museum as permanent custodians. These Rate Books are of vital importance to many persons tracing their family colonial roots.

As stated by the Moira Shire, the owner of this building, it has no capacity to fund the necessary remedial structure work and have taken a decision to apply for a National Trust Grant in order have this work completed. I pray that this Grant be urgently considered and approved and our *treasure chest of history* is again available to the public.

Yours faithfully,



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

To Whom It May Concern

I was concerned to hear from Mr. Ian Littler, Chairman of the Tungamah Court House Management Committee that the Tungamah Court building has been deemed unsafe for the public to access the museum collection housed in that building.

Tungamah is fortunate to have a stable community with some architecturally significant buildings of which one is the Court House. The museum contained within the Court House has been well curated and welcomes both locals and visitors to the area.

A wealth of social history is documented in the museum, history that covers one and a half centuries of the town as well as broader social history. Families researching their own social histories find the municipal collection, covering the century of the Shire of Tungamah, particularly helpful in the accurate documenting of where people were at given times.

The collection of wartime and returned services memorabilia is also an important collection.

My particular interest has been in the fabric collection. The museum, has set aside in a *specially darkened room, a collection of garments and domestic textiles that present an engaging link to the past.

I sincerely hope that the Tungamah Court House Management Committee is successful in obtaining a grant to repair the Court House. A repaired Court House would not only benefit the streetscape of the town of Tungamah but allow locals and visitors to have access to the building.

Yours sincerely,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

24 November 2014

To Whom it may concern,

On behalf of the Tungamah Historical Society I wish to encourage your support for a grant to enable the significant Tungamah Courthouse building, in which our collection of memorabilia is housed, to be restored.

Many people enjoy being able to access the wide variety of exhibits and records that are on offer when the Museum can be opened.

Yours sincerely,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Members of the Tungamah Uniting Church were dismayed to learn of the closure of the Tungamah Museum, following the identification of a structural problem with the Court House building which has been present for many years.

The Tungamah Historical Society's Museum is an integral part of the Tungamah community, and it provides an important and highly valued resource for many in the community, as well as people who come to us from across the nation seeking information regarding their ancestors and their connections to Tungamah. The Court House houses a wide variety of exhibits detailing the social history of a community and its life over more than a century and a half. There are records of the involvement of local people during wartime, and a significant amount of military memorabilia. There are Council records of a century of the life of the Shire of Tungamah. There are records of births and deaths that occurred long ago. The fabric room encapsulates much social history. It is absolutely vital that the building be reopened as soon as possible so that people from across the nation may again have access to the wealth of information it contains.

In addition, the old Court House is a building of great significance to the community and a treasure for the district. It is important that it be preserved, and not allowed to crumble and fall into disrepair for want of a small amount of essential maintenance.

Yours Sincerely,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

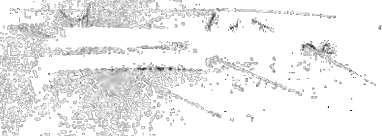
CLOSURE OF TUNGAMAH COURT HOUSE MUSEUM

I was very sorry to hear of the problems facing the Tungamah Court House Museum, and the urgent need to obtain funding for repair and restoration. Museums such as these are an extremely valuable resource and I know the collection at Tungamah to be one well worth preserving and being made available to the public.

I believe strongly in the need to maintain Museums such as these for the education and enjoyment of all. The items collected and stories they tell are unique. We can learn so much from these collections about the people who settled in the area, and indeed the history of Australia. I always make a point of visiting the local Museums when I travel around and would be very disappointed not to be able to see the Tungamah collection ever again.

I definitely support the Management Committee's initiative and efforts to obtain a grant so that this lovely old building and museum may continue to operate, inform and delight us all. I wish you every success in your endeavours.

Yours sincerely,



FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

I write in support of the application for funding for a grant to enable repair work to be carried out on the old Court House building at Tungamah.

The court house and the museum provide a key part in the history and heritage of Tungamah.

There is a move within the education system to teach more of local, state and Federal history. This museum is a repository for local government rate books and municipal matters, both world wars as well as a vast variety of items of local social interest. I am honoured to say that in the museum collection are a number of items from my family who first arrived in Tungamah in the 1890's.

Tungamah can ill afford losing such a fine building as the old Court House and I definitely support the application for a grant for repairs.

Yours faithfully,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

houses so many historical items in Tungamah. As you know, my friends and I have enjoyed our visits to Tungamah including the Boosey Creek reserve, the Churches and the Court House. It is very sad to hear that we may no longer be able to access this most informative capsule of the life and times of Tungamah and surrounds, which seems to indicate that small country towns are no longer of importance. I strongly disagree.

May I wish you and the Committee of Management every success in your endeavours.

Yours sincerely,
[Signature]

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Please cut along line as top part of message is not required with letter

[insert your address here]
[insert date here]
Mr Ian Litter
Chairman, Court House Committee of Management
22 Mallon Street
Tungamah VIC 3728
and
Ms Wendy Saunders
President, Tungamah Historical Development & Tourist Society
Argus Street
Tungamah VIC 3728
By email to ian.litter@bigpond.com

Dear Mr Litter and Ms Saunders
Letter of support - Tungamah Court House
This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.
The Court House is important to me
The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).
The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has.
For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.
To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.
The Court House is a community focal point.
The Court House building and its museum provides a focal point for the community, to meet and share stories. This applies to the volunteer team that operate the museum and to visitors alike.
It is so important that the Court House continues to be available to be used by the community, for the community.
The Court House preserves our stories
The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.
[If you have any other points to make about the environmental, economic or social/community benefits that would flow from the restoration and reopening of the Court House - mention them here]
It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin.
For all these reasons, I wholeheartedly support:
• the application for a grant to restore the Court House,
• the reopening of the Court House for community purposes.
I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

THANK YOU
TungamahOfOld/timeline

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE
GERARD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Please include me in helping in anyway to help save our historical buildings not only the courthouse but all our town history I was born and bred in this township and I don't want shire council destroying our past and present buildings or projects etc that are in the Tungamah community.

Sincerely yours,

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Tungamah Court House – Letter of Support

Please accept this letter as my support for the restoration and reopening of the Tungamah Court House. The Tungamah Court House is a very important place for me and for all townships people (past, present and future). The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has.

For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House. To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains. The Tungamah Court house has been utilised over the years for many purposes, originally in the day of the court house and later on as the local Pre-School and Occasional Care facility, I remember many glorious days of attending pre-school at the court house and now home of our beloved Museum.

The Court House building and its museum provides a focal point for the community, to meet and share stories. The daily operations of the Tungamah Court house is functioned by local volunteers (young and old) that enable visitors including past resident to relive lovely memories and the opportunity to share stories with the young children in the township today. To me, that is why it is important that the Court House continues to be available to be used by the community, for the community. The Court House preserves our stories. The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honor boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.

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PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

RE: Letter in support of preserving the Tungamah Court House

As a direct descendent of six pioneer families in the district, I would like to support the restoration of the heritage-listed Tungamah Court House.

Thank you for your support of this issue and for bringing it to our attention.

I have loaned some items and information currently on display in the courthouse and would like to see this beautiful old building restored to its former glory and open once again for the general public.

Yours sincerely

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support – Tungamah Court House

This letter is to express my strong support for the restoration and reopening of the Tungamah Court House.

The Court House is important to me

The Tungamah Court House is a very important place for me and for all Tungamah and District people (past, present and future).

The Tungamah Court House forms part of the historic streetscape that makes our town unique. Its very existence also demonstrates what a depth of history this town has.

For Tungamah Primary School students, what an amazing thing to know that Tungamah was once such a busy town with so many people that it had a functioning Court House.

To understand their local history, it is so important that our local children are able to visit the building, to see and feel the history in its walls, and to learn from the records it contains.

The Court House is a community focal point

The Court House building and its museum provides a focal point for the community to meet and share stories. This applies to the volunteer team that operate the museum and to visitors alike.

It is so important that the Court House continues to be available to be used by the community, for the community.

The Court House preserves our stories

The Court House houses a wonderful collection of archives that tell the stories of those Tungamah people who came before us. Highlights of the collection include military memorabilia and honour boards from the World Wars, the records from Shire of Tungamah (including rate books from the 19th and 20th centuries) and other local treasures from costumes to historic tools. The Court House keeps our stories alive.

[If you have any other points to make about the environmental, economic or social/community benefits that would flow from the restoration and reopening of the Court House – mention them here]

It would be a community tragedy if the Tungamah Court House was boarded up and fell into ruin.

For all these reasons, I wholeheartedly support:

- the application for a grant to restore the Court House;
- the reopening of the Court House for community purposes.

I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

Thank you.

Yours sincerely

FILE NO: 0
5. INFRASTRUCTURE

ITEM NO: 13.3
(EXECUTIVE SUPPORT OFFICER, JULIE GERARD)
(GENERAL MANAGER INFRASTRUCTURE, ANDREW CLOSE)

PETITION/LETTER FOR COUNCIL TO RESTORE TUNGAMAH COURTHOUSE
(cont'd)

ATTACHMENT No [1] - Petition Restoration of Tungamah Court House

Letter of support –Tungamah Court House

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I am happy for you to share my vote of support with the Moira Shire and Heritage Victoria.

Thank you.

Yours sincerely

FILE NO: VARIOUS

ITEM NO: 15

GENERAL BUSINESS**Clause 62 of Council's "Meeting Procedures Local Law 2007 (No 1 of 2007) states:****62. Urgent or general business**

1. Business which has not been listed on a meeting agenda may only be raised as urgent or general business if the majority of Councillors are present and it is agreed to by a resolution of the Council.
2. Notwithstanding sub-clause (1), if all Councillors are not present, the Chairperson may rule the matter is of urgency and accept an urgency motion to deal with the business which has not been listed on the meeting agenda.
3. An urgency motion can be moved without notice.
4. Only the mover of an urgency motion may speak to the motion before it is put

FILE NO: VARIOUS

ITEM NO: 16

QUESTIONS FROM THE PUBLIC GALLERY

Clause 63 of Council's "Meeting Procedures Local Law 2007 (No. 1 of 2007) states:

63. Question Time

1. At every ordinary meeting of the Council a maximum of 30 minutes may be allocated to enable members of the public to submit questions to Council.
2. The time allocated may be extended by unanimous resolution of Council.
3. Sub-clause (1) does not apply during any period when the Council has resolved to close a meeting in respect of a matter under section 89 (2) of the Act.
4. To assist the accurate recording of minutes and addressing any questions that may require written response or follow up, the Chief Executive Officer may require questions to be submitted in writing on a form approved or permitted by Council.
No person may submit more than two (2) questions at any one (1) meeting.
The Chairperson or member of Council staff nominated by the Chairperson may read a question to those present.

No question must be so read unless:

- (a) the person asking the same is in the gallery at the time it is due to be read;
and
- (b) the person asking the question reads the same when called upon by the Chairperson to do so.

A question may be disallowed by the Chairperson if it:

- (a) relates to a matter outside the duties, functions and powers of Council;
- (b) is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
- (c) deals with a subject matter already answered;
- (d) is aimed at embarrassing a Councillor or a member of Council staff;
- (e) relates to personnel matters;
- (f) relates to the personal hardship of any resident or ratepayer;
- (g) relates to industrial matters;
- (h) relates to contractual matters;
- (i) relates to proposed developments;
- (j) relates to legal advice;
- (k) relates to matters affecting the security of Council property; or
- (l) relates to any other matter which Council considers would prejudice Council or any person.

All questions and answers must be as brief as possible, and no discussion may be allowed other than for the purposes of clarification.

The Chairperson may request a Councillor or member of Council staff to respond, if possible, to the question.

A Councillor or member of Council staff may require a question to be put on notice until the next Ordinary meeting, at which time the question must be answered, or elect to submit a written answer to the person asking the question.

A Councillor or member of Council staff may advise Council that it is his or her opinion that the reply to a question should be given in a meeting closed to members of the public. The Councillor or member of Council staff must state briefly the reason why to reply should be so given and, unless Council resolves to the contrary the reply to such question must be so given.

FILE NO: VARIOUS

ITEM NO: 17

MEETING ADJOURNMENT

RECOMMENDATION

That the meeting be adjourned for 10 minutes.

RECOMMENDATION

That the meeting be resumed.

RECOMMENDATION

That pursuant to Sections 89(2) (a) and (d) of the Local Government Act, 1989, this meeting of Council be closed to members of the public in order for Council to discuss personnel and contractual matters which the Council considers would prejudice the Council or any person.

RECOMMENDATION

That pursuant to Section 89(2) of the Local Government Act 1989, Council resolve to resume the Ordinary meeting.

RECOMMENDATION

That the recommendations of the "Closed" Meeting of Council with regard to contractual, industrial and any other matters which the Council considers would prejudice the Council or any person be adopted.