



Ordinary Meeting of Council Attachments

Monday 22 April 2024

Council Chamber, Realm

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CHIEF FINANCIAL OFFICER

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COUNCILLOR BRIEFING – PUBLIC RECORD

Briefing Details:

Date: Monday 18 March 2024 Time: 6:00 PM Location: Meeting Rooms 1 & 2, Realm

Attendees:

Councillors		
Cr Kylie Spears (Mayor)	Cr Tony Dib OAM, JP	Cr Tasa Damante
Cr Paul Macdonald (Deputy Mayor)	Cr Mike Symon	Cr Linda Hancock
Cr Chris Jones	Cr Suzy Stojanovic	Cr Rob Steane OAM
Council Officers:		
Steve Kozlowski	Chief Executive Officer	
Tony Rocca	Director/Chief Financial Officer	
Adam Todorov	Director Assets & Leisure	
Marianne Di Giallonardo	Director People & Places	
Andrew Faux	Director Strategy & Development	
Emma Hills	Governance Officer	
		Item
Tim Cocks	Manager Leisure & Major Facilities	2
Chris Zidak	Manager Business & Precincts	3
Sulochi Walisinghe	Urban Design Coordinator	3
Grant Meyer	Manager City Futures	4

Apologies:

Councillors:	Nil
Council Officers:	Nil

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil

Items Discussed: ## Confidential

1	Council Meeting Agenda
2	Capital Funding for Community Groups Program 2024/25
3	Staley Gardens Landscape Masterplan Design Principles
4	Draft Maroondah Transport Strategy
5	Community Assistance Fund
6	Items of a General Nature Raised by Councillors

Record completed by:

Council Officer
Title

Emma Hills
Governance Officer



COUNCILLOR BRIEFING – PUBLIC RECORD

Briefing Details:

Date: 22 - 24 March 2024

Location: Mansfield

Attendees:

Councillors		
Cr Kylie Spears (Mayor)	Cr Mike Symon	Cr Linda Hancock
Cr Paul Macdonald (Deputy Mayor)	Cr Suzy Stojanovic	Cr Rob Steane OAM
Cr Chris Jones	Cr Tasa Damante	
Council Officers:		
Steve Kozlowski	Chief Executive Officer	
Tony Rocca	Director/Chief Financial Officer	
Adam Todorov	Director Assets & Leisure	
Marianne Di Giallonardo	Director People & Places	
Andrew Fuaux	Director Strategy & Development	

Apologies:

Councillors:	Cr Tony Dib OAM, JP
Council Officers:	Nil

Conflict of Interest Disclosure:

Councillors:	Cr Kylie Spears: Item 2.2 - New Initiatives 2024/25 <i>Reason: While the item in question was not a conflict, the discussion then moved to the Maroondah Nets management model, and I immediately removed myself from the discussion as a Life member and former President of Melbourne East Netball Association.</i>
Council Officers:	Nil

Items Discussed: ## Confidential

1	Long Term Outlook
2	Operational Outcomes
3	Pipeline Projects & Priorities
4	Strategic Issues
5	Councillor Forum
6	Regional Representation

Record completed by:

Council Officer
Title

Tony Rocca
Chief Financial Officer



COUNCILLOR BRIEFING – PUBLIC RECORD

Briefing Details:

Date: Monday 8 April 2024 Time: 6:00 PM Location: Meeting Rooms 1 & 2, Realm

All items discussed at a Councillor Briefing are considered confidential in nature.

Attendees:

Councillors		
Cr Kylie Spears (Mayor)	Cr Mike Symon (virtual)	Cr Linda Hancock (virtual)
Cr Paul Macdonald (Deputy Mayor)	Cr Suzy Stojanovic	Cr Rob Steane OAM (virtual)
Cr Chris Jones	Cr Tasa Damante	
Council Officers:		
Steve Kozlowski	Chief Executive Officer	
Tony Rocca	Director/Chief Financial Officer	
Adam Todorov	Director Assets & Leisure	
Marianne Di Giallonardo	Director People & Places	
Andrew Fuaux	Director Strategy & Development	
Emma Hills	Governance Officer	
		Item
Vincent King	Manager Operations	1-3
Ben Spiteri	Team Leader Built Environment	1-2
Christopher Howells	Team Leader Tree Maintenance	3
Tim Cocks	Manager Leisure & Major Facilities	4-5
Jeanette Ingram	Sports & Recreation Planning & Policy Advisor	4-5
Kirstie Dench	Team Leader Sports & Recreation	4

Apologies:

Councillors:	Cr Tony Dib OAM, JP
Council Officers:	Nil

Conflict of Interest Disclosure:

Councillors:	Cr Kylie Spears: Item 5 - Community Facility Pricing Policy. <i>Reason: Life Member - Melbourne East Netball Association lead tenant of the Nets.</i>
Council Officers:	Nil

Items Discussed:

1	Contract 21062 Operations Depot Waste Collection Services
2	Tender Evaluation Report - Contract 21061 - Provision of Linemarking Services
3	Resident petition - Paddlewheeler Pocket, Croydon North
4	Regional Fair Access Policy
5	Community Facilities Pricing Policy
6	MVC Boxing Lease update
7	Councillor Conference 2024 Outcomes
8	Councillor Delegates' Meeting Report
9	Community Assistance Fund
10	Items of a General Nature Raised by Councillors

Record completed by:

Council Officer	Emma Hills
Title	Governance Officer



Attachment A

EASTERN TRANSPORT COALITION MINUTES OF MEETING

Date: Thursday, 15th February 2024

Time: 6.30pm – 8.30pm

Hosted by: Online

Attendees:

Councillors

- Cr Susan Laukens, Knox City Council (Acting Chair)
- Cr Andrew Fullager, Yarra Ranges Council
- Cr Anna Chen, Manningham City Council
- Cr Tina Liu, City of Whitehorse

Officers

- Lucas Sikiotis, City of Greater Dandenong
- Christopher Marshall, City of Greater Dandenong
- Shane Hardingham, Knox City Council
- Winchelle Chuson, Knox City Council
- Emma Steele, Manningham City Council
- Michael Blowfield, Maroondah City Council
- Terry Tillotson, City of Monash
- Sandra Worsnop, City of Monash
- Karen O’Gorman, Yarra Ranges Council
- Kim O’Connor, Yarra Ranges Council
- Chris Hui, City of Whitehorse
- Leah McGuinness, City of Whitehorse

Secretariat

- James McGarvey, The Agenda Group

Apologies

- Cr Stuart James, City of Monash
- Cr Tony Dib, Maroondah City Council
- Cr Rhonda Garad, City of Greater Dandenong
- Matthew Hanrahan, Knox City Council
- Yingnan Wang, Knox City Council
- Frank Vassilacos, Manningham City Council
- Hunter del Solar, Yarra Ranges Council

1. Welcome and Apologies

As Cr James was an apology, Cr Laukens assumed the Chair and welcomed the attendees.

2. Conflicts of Interest

No conflicts of interest were raised.

3. Election of ETC Office Bearers

Given a number of Councillors were apologies for the February ETC meeting, it was agreed to reschedule the election of office bearers for the March ETC meeting.

Moved: Cr Anna Chen

Seconded: Cr Tina Lius

Carried

4. ETC Finance Report

The finance report for the ETC for November 2023 – February 2024 is as follows:

Opening Balance for November 2023	\$60,470.91
November Invoice from TAG	\$7,500.00
December Invoice from TAG	\$7,500.00
Income	\$0.00
Closing Balance for February 2024	\$45,470.91

Moved: Terry Tillotson

Seconded: Lucas Sikiotis

Carried

5. Ratify Previous Draft Minutes and Actions Arising

Minutes of the December ETC meeting:

Moved: Lucas Sikiotis

Seconded: Cr Susan Laukens

Carried

6. Guest Presentation – SRL Draft Precinct Visions

Leah McGuinness, Project Manager, Strategic Advocacy Projects with the City of Whitehorse joined the meeting to present on the Suburban Rail Loop Authority's draft precinct visions (link: [First look at future of SRL East Neighbourhoods - Victoria's Big Build](#)).

There are two proposed SRL station precincts in the City of Whitehorse and three in the City of Monash. Leah consulted with her colleagues at the City of Monash in preparing her presentation, and has focussed on the Burwood station precinct, given its relevance to both councils.

Leah gave a high level summary of the State Government's objectives and population forecasts that are framing their approach to housing residents and providing necessary services for future communities.

The visions released for the precincts by the SRL last year set out high level aspirations as well as maps setting out varying levels of change proposed for each precinct.

Enhanced corridors (transport and amenity, connectivity) are set out, as well as active transport connections to the SRL stations.

Some focus and information on bio-diversity issues are also included for the precincts.

Neighbourhood characteristics for each precinct have been mapped and communities will be consulted on possible opportunities for enhancement.

Submissions on the visions close on the 3rd March, with draft structure plans being exhibited for comment in late 2024/early 2025.

A copy of Leah's presentation will be circulated with the meeting's minutes.

7. 2024 ETC Advocacy Workplan

Priority issues for ETC advocacy in 2024

James McGarvey, ETC Secretariat provided an update on a number of advocacy issues:

Eastern Region Trails Strategy

Mr McGarvey met earlier this day with members of the ERTS working group to provide input and advice on the ERTS working group's priority projects refresh process.

Michael explained that further consideration is being given on how to further refine priorities, through applying filters like:

- potential links to state government 'big build' projects
- road safety benefits
- their importance to individual councils
- project timing and urgency, and
- packaging with other road projects

The group will work on this process over the next month and report back on an updated advocacy list in time for the upcoming federal election (late 2024/early 2025) and budget cycles for 2025.

The ETC can then consider what advocacy strategies and tactics are available to support the projects, including looking at engaging with supportive community and stakeholders.

Councils' advocacy plans and Integrated Transport Plans

As flagged previously, Mr McGarvey sought guidance from the group on how the ETC could conduct an exercise in considering each individual Council's transport advocacy priorities to look for areas of common themes and projects.

It was suggested that Councils could revert to their own advocacy lists that they had prepared for the previous state and federal elections to identify initiatives that are yet to be funded.

Some Councils have upcoming internal review activities to review and agree on priority projects, and these (i.e. transport projects) could be brought back to the ETC for discussion.

As there will be little money available in this year's state budget, advocacy around these items should feed into the next budget (and election) cycle.

It was agreed that each Council would give consideration to bringing forward some items to commence a consideration process at the March ETC meeting.

Bus network reform

In discussion, Cr Anna Chen, Manningham City Council raised the initial work conducted in Manningham and parts of Whitehorse as part of the State Government's pilot bus network review.

Further funding is now required to fund the business case and next range of implementation projects identified by the Department of Transport and Planning in its initial work.

It was agreed that the ETC would write to the Minister and other relevant targets in the Victorian Government calling for funding for this next stage of works to be provided in the upcoming state budget.

8. Level crossing removal projects and school crossings funding

This item was flagged at a previous ETC for discussion at a future meeting.

ETC members discussed their varied experiences in pursuing complementary or out of scope projects and their funding by the LXRA/Victorian Government. Members reported that financial constraints on the State Government appear to be limiting the Government's willingness to engage on these sorts of initiatives, and that Councils may need stronger public advocacy around these projects to get the State government to respond positively.

One suggested approach for Councils to consider is where they can argue that they could deliver these projects more cost effectively than the State government could.

School crossing funding has been a major issue for the wider local government sector, with campaigns run by Councils and the MAV in recent times. The funding imbalance remains an issue of concern for local government.

9. Local issue presentation

Chris Marshall from the City of Greater Dandenong provided a product demonstration of PlanWisely's People Movement Data module – one of the GIS tools a number of Councils subscribe to.

PlanWisely pulls information from the census and consistently updates with information from other sources. It provides numerous applications and uses, including mode of transport, origination and destination data for commuter movements, length of stay data, all of which can be framed by specific time parameters.

Link to the PlanWisely website: [Planwisely - Make smarter geospatial decisions](#)

Link to youtube training video for Mornington Peninsula which can provide more of an overview of the general platform (excludes movement module): [Planwisely Basic Training Session | Workshop Recording - YouTube](#)

10. General Business

No items were raised.

11. Next Meeting

The next meeting will be hosted by Maroondah City Council and online, and will commence at 6.30pm (6.00pm for dinner) on Thursday, 21st March 2024.

Action Summary

Action Items	Owner(s)	Deadline
1. Reschedule ETC Office Bearer elections for March meeting	Secretariat	March 2024
2. ETC secretariat to meet with the ERTS working group to finalise advocacy approach for priority projects	Secretariat	March 2024
3. Prepare a letter to the State Government seeking funding support in the state budget for bus network review initiatives.	Secretariat	March 2024

Attachment B

State Budget - Bus Network Reform

The Hon Gabrielle Williams MP
Minister for Public and Active Transport
Level 3, 1 Treasury Place
Melbourne VIC 3002

Dear Minister,

In advance of delivery of the 2024/25 State Budget, the Eastern Transport Coalition (ETC) is seeking your assistance in advocating for key bus improvements in Melbourne's north-eastern suburbs, including Manningham.

The ETC, comprising seven municipalities and covering over a million residents across Melbourne's eastern region has long campaigned for a greater emphasis and investment in buses, particular for areas like Melbourne's east which are heavily bus dependent.

For instance Manningham is the only metropolitan municipality in Melbourne that is served only by buses, and not by heavy or light rail. Feedback from a community survey on bus usage undertaken in 2023 included that network improvements such as additional or revised routes, increased frequency and off-peak service spreads were top priorities for Manningham bus users.

We continue to request that the Victorian government delivers actions in accordance with the timeframes committed to in the Victorian Bus Plan - which designates 2023 – 2030 to *transform the bus network and meet growing demand*. This clearly dictates that now is the time to focus on implementation.

As a key stakeholder in this ongoing state-wide Bus Network Reform (the reform), we have welcomed and strongly supported the work of your Department in conducting a review of the bus network in Melbourne's north eastern suburbs.

Building on this work, it is vital that the Victorian Government now commits funding for the implementation stage of the reform to deliver tangible, on-the ground network improvements. In particular, we are requesting that strong priority be given to network upgrades in Melbourne's north-eastern suburbs, including Manningham.

Feedback from a community survey undertaken in 2023 also included that value for money is a key driver for bus patronage. This is an important consideration during the current cost of living crisis, when bus travel can offer a more affordable transport option.

The 2023 release of Infrastructure Victoria's report, *Fast, frequent, fair: how buses can better connect Melbourne* further supports the case for implementation of the reform, and strongly aligns with Manningham's advocacy objectives as contained in the *Manningham Transport Action Plan 2021* (Council's Transport Strategy).

Recommendation 7 focuses on the need to improve the bus stop and interchange experience for passengers. Manningham continues to advocate for an upgraded outcome for Doncaster Park and Ride (DPR), which is a key interchange for the future Eastern Express Busway and wider bus network in the north-eastern suburbs.

DPR is proposed as a 'like for like' reinstatement following the North East Link Project works, per the State

Government approved reference design. Manningham's position is that a mixed-use transit-oriented development is a strongly preferred outcome, which is an example opportunity for implementation-focused funding.

This request for funding aligns with the priorities outlined in the Victorian Bus Plan. Without funding for implementation specifically, the initiative will not achieve any tangible improved outcome for the community.

We are happy to provide any further information you may require on the importance of bus reform and investment to Manningham and the broader eastern region of Melbourne, and look forward to continuing to work with you and your department on ensuring an efficient and effective bus network that meets the transport needs of all Victorians.

Yours sincerely,

Chair

Eastern Transport Coalition



Maroondah Access Inclusion and Equity Advisory Committee – Minutes

Meeting Details:

Date: Tuesday 27 February 2024 Time: 10:00am - 12:00pm Location: Realm level 2, meeting rooms 1 & 2

Attendees:

Councillors	
Cr Kylie Spears (Mayor and Chair)	
Cr Chris Jones	
Council Officers:	
Grant Meyer, Manager City Futures	
Heather Burns, Manager Community Services	
Chris Riseley, Team Leader Community Development	
Emma Hills, Governance Officer (Minute Taker)	
Abi Abarajitha, Coordinator Aged and Disability	Item 4.1
Heather Cummings, Community Services Planning and Strategy Advisor	Item 4.1
Jeanette Ingram, Sports and Recreation Planning and Policy Advisor	Item 4.2
Rachelle Jones, Team Leader Youth Services	Item 4.2
Agency Representatives:	
Janene Evans (FVREE)	
Angelo Talidis (Wellways)	
Kate Gibson (Eastern Community Legal Centre)	
Avega Bishop (Women’s Health East)	
Shona Bass (EV Inc)	
Amanda Wilson (Uniting) - proxy for Vicki Bryce	
Community Representatives:	
Philip Hughes	
Warren Mendola	
Jerry Jahau	

Apologies:

Councillors:	Cr Suzy Stojanovic
Council Officers:	Andrew Fiaux
Agency Representatives:	Angie Dimech, Kerry Williams, Jessica Ness, Gerardine Daniels, Hilary Bird
Community Representatives:	Nil

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Agency Representatives:	Nil
Community Representatives:	Nil

Items Discussed

1. OPENING OF MEETING AND ACKNOWLEDGMENT OF COUNTRY

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging.

2. WELCOME

Cr Spears welcomed everyone to the meeting and introduced Cr Jones, Jerry Jahau and Amanda Wilson as new members.

CONFIRMATION OF MINUTES - TUESDAY, 31 OCTOBER 2023

ITEM 3

The notes of the previous meeting were noted.

4. ITEMS

AGED AND DISABILITY SERVICES - RE-IMAGINE AND RE-DESIGN PROJECT

ITEM 4.1

Heather Burns introduced the item and provided some background regarding Aged and Disability Services at Council.

Abi Abarajitha provided background on the aged care reforms and the changes that are being made in response to the *Royal Commission into Aged Care Quality and Safety*, as well as NDIS reforms and the response to *Royal Commission into Violence, Abuse, Neglect and Exploitation of People with Disability*.

Heather Cummings noted that they are looking at how Council is going to respond to those reforms. She also outlined the Project's aims in supporting vulnerable groups and re-designing the current service model.

The Committee discussed Home and Community Care (HACC) services and asked how this fits into the new model. Heather Burns noted that most of the funding went to NDIS and My Aged Care which largely replaced HACC.

The Committee spoke about raising awareness regarding elder abuse.

They also identified that there are less programs available for the 60 to 80 year-old age bracket.

INCLUSION OF LGBTIQ+ COMMUNITY IN SOCIAL AND RECREATIONAL ACTIVITIES ITEM 4.2

Rachelle Jones provided an overview of the work that the Youth Services team have done to make Council facilities and events more inclusive over the years. She also spoke about two LGBTIQ+ friendly events that Council have held, the Found Family event and Poolside Pride.

Jeanette Ingram provided an overview of the Sport and Recreation team and the programs and events that they are responsible for including the Physical Activity Strategy and developing a Regional Fair Access Policy' which aims to improve access to sporting communities.

A Committee member provided a personal perspective on their experience attending local clubs and facilities in Maroondah.

The Committee spoke about whether there is any research in regards to community attitudes and homophobia as it seems to change from the inner suburbs to outer suburbs.

The Committee gathered into three groups to discuss the following questions:

1. Do you know of successful examples of inclusion of the LGBTIQ+ community in activities run by Councils or other organisations?
2. When Maroondah City Council is designing an inclusive activity, what should Council take into consideration?

Suggestions included:

- Having a dedicated officer involved in direct support for individuals, and advocacy
- Ongoing education and awareness raising for community organisations and sporting clubs to build stronger leadership and encourage safer culture
- Cross-Council collaboration to keep messaging consistent
- Recruit for greater diversity in Council workforce
- Holding specific events that are openly and widely promoted as LGBTIQ+ friendly, such as Pride Nights at aquatic centres
- VLGA has a [Rainbow Resource](#)
- Promoting the concept and importance of Allyship
- Use data to change perceptions of leaders
- Regional, state and national sporting bodies can and have been pro-active leaders.
- Council could make the wider community aware of the needs of the LGBTIQ+ community

Janene Evans left the meeting at 11:30am.

MEMBER UPDATES

ITEM 4.3

Council's International Women's Day Breakfast will be held on 5 March 2024 at Karralyka.

Uniting advised that all their services have re-opened after the impacts of the pandemic.

Women's Health East advised that an online community of practice session regarding the prevention of violence will be held on 29 February 2024. There will also be a Gender, Space and Place webinar on 6 March 2024 with speaker Dr Nicole Kalms.

Eastern Community Legal Centre advised that due to high demand they will be running free Wills and Power of Attorney information sessions. There are five sessions planned for the year at a range of locations. There is also a professional development session regarding family law on 29 February 2024 and the centre will also be holding a 50th birthday celebration later in the year.

Wellways advised that they are working with Council regarding extreme weather events and how to assist people having housing difficulties. They also advised that if you come across anyone sleeping rough refer them to Wellways via pathwaystohome@wellways.org.

EV Strengthening Communities advised that they are working on a federally funded program working with small to medium tourism businesses to build an inclusive workforce. They are also running a pilot program in Manningham using volunteering to help vulnerable youths.

Central Ringwood Community Centre have their Sustainability Fair coming up on 17 March 2024.

Maroondah Interfaith Network are holding a Harmony Day celebration on 5 March 2024.

On 2 May 2024 at Karralyka, there will be a presentation on financial stress with Victoria Devine as a guest speaker, hosted by Council.

Council's Community Grants Program will open on 4 March 2024 for 6 weeks. The Arts and Cultural Grants Program will be open as well.

Chris advised that he will send an email out regarding the Staley Gardens redevelopment as they are hoping to get feedback on the design principles.

MEETING CLOSE

ITEM 4.4

Cr Spears thanked everyone for their attendance and advised that the next meeting will be held on 7 May 2024.

The Meeting concluded at 11:58am.



Maroondah Liveability Safety and Amenity Committee – Minutes

Meeting Details:

Date: Wednesday 28 February 2024	Time: 9:30am - 12pm (networking 11:30am-12pm as needed)	Location: Meeting Rooms 1 & 2, Realm
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Attendees:

Councillors	
Cr Rob Steane OAM (Chair)	
Cr Linda Hancock	
Council Officers:	
Kirsten Jenkins, Manager Community Safety	
Chris Zidak, Manager Business and Precincts	
Sharyn Davey-Sharman, Coordinator Local Laws	
Rosie Sheehan, Community Development Officer	
Chloe Messerle, Senior Governance Officer (Minute Taker)	
Angela Kechich, Manager Statutory Planning	Item 4.1
Vincent King, Manager Operations	Item 4.2
Nicole Daws, Place Manager - Major Activity Centres	Item 4.3
Sulochi Walisinghe, Urban Design Coordinator	Item 4.3
Community Representatives:	
Judith Lenthall	
Wendy Thomas	
Ellen Mitchell	
Malory Healey	
Linda Tubnor	
Agency Representatives:	
Sam Bartlett, Croydon Main Street Traders Association	
Shaun Ruigrok, Metropolitan East Bicycle Users Group	
Inspector Dean Grande, Victoria Police	
Lauren Scott, Croydon Police Station	
Ben Hutchinson, Croydon Police Station	
Jo Konomas, Ringwood Police Station	
Carol Atkins, Yarra Valley Water	

Apologies:

Councillors:	Cr Tasa Damante
Council Officers:	Nil
Community Representatives:	Nil
Agency Representatives:	Jodi Long, QIC Eastland Anthony Glover, Metro Trains Ray White, Ringwood Police Station Nathan Mattinson, Melbourne Water Kathryn Collier, METEC

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Community Representatives:	Nil
Agency Representatives:	Nil

Items Discussed

1. OPENING OF MEETING (Acknowledgment of Country)

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging.

2. WELCOME

Cr Steane welcomed all to the first meeting of 2024.

Kirsten Jenkins advised of the apologies and specifically noted that the representative from Your Library resigned from the Committee late 2023 and as per the Terms of Reference having not attended more than two meetings in a row with no notification VicRoads (DoT) will no longer be represented on the committee.

CONFIRMATION OF MINUTES - WEDNESDAY, 4 OCTOBER 2023

ITEM 3

The minutes from the October meeting were confirmed.

4. ITEMS

VICTORIAN PLANNING SCHEME - RECENT CHANGES AND IMPACT IN MAROONDAH

ITEM 4.1

Angela Kechich provided background to the Victorian Planning Scheme noting the recent changes and impacts whilst supporting the delivery of increased housing for the state.

Angela spoke about the Victorian Housing Statement (2024-2034) setting a target of over 800,000 new dwellings over the next 10 years to meet the social and affordable housing requirements. At least 10 of the Metropolitan Activity Centres, which includes Ringwood

MAC, will deliver 60,000 of these new homes. This long-term plan seeks to increase housing supply with 70% of new housing in established areas and 30% in growth areas.

In terms of Maroondah, the Housing Reforms include additional housing, in a variety of housing types and sizes, delivered throughout the municipality with the demand for 11,240 dwellings (until 2041) with 5116 dwellings approved (not yet constructed).

Discussion covered the infrastructure surrounding the buildings, including additional street parking and traffic across the municipality.

Angela provided an update on the Small Second Dwelling (SSD) and the changes to the Planning Schemes and Building Act to facilitate a small second home on residential lots. Discussion covered energy efficiency, access to utilities - based on the original home or individual second dwelling.

Angela also spoke about the decriminalisation of sex work. This change came into effect in two stages. In February 2022 the *Sex Work Decriminalisation Act 2022* was passed by the Victorian Parliament and became law. The term 'brothel' is now no longer used and compliance for this industry is now dealt with by Council (under the planning scheme) and not Victoria Police.

COUNCIL'S GRAFFITI PROGRAM AND ROADSIDE MAINTENANCE

ITEM 4.2

Vincent King spoke about understanding the demarcation of which roads VicRoads and Council look after across the municipality. Vincent also provided an understanding of the issues across the main roads in Maroondah including the lack of vegetation maintenance, street sweeping and drainage pit cleaning including pot hole repairs.

Further to this Vincent spoke about graffiti destruction on non-Council assets and noted the minimal financial contribution received. Additionally, Council spent \$60K on paint with an overall cost of \$450K last financial year to clean off 2868 tags across Maroondah.

Discussion surrounded ways to distract from graffiti and the need for cleaning the tags to ensure artwork and assets around the municipality stay intact.

STALEY GARDENS - DESIGN PRINCIPLES CONSULTATION

ITEM 4.3

Nicole (Nic) Daws and Sulochi Walisinghe provided an update on the design principles around the western area of the Ringwood Metropolitan Activity Centre.

Nic spoke about the transformation around Staley Gardens which may include future multi-storey office and apartment blocks in the area.

The stakeholder consultation was held in April/May 2023 with 235 stakeholder responses through multiple means such as the Your Say Maroondah webpage, a video, mailout and in person consultation.

Sulochi spoke about some of the consultation results with will help drive the planning of the area. Also mentioned were the similarities between Staley Gardens Community

Engagement, Play and Gathering Places Strategy, Findings from Children, Youth and Families Consultation and Extreme Sports Strategy.

Draft Design Principles from the findings include:

- Green and sustainable
- Safe and inclusive
- Accessible and connected for All Ages Abilities
- Attractive, thriving and loved
- Adaptable and resilient

Discussion surrounded the infrastructure surrounding the Staley Gardens and what the future looked like for that area of the RMAC.

Nic and Sulochi provided an Next Steps slide noting the process from here.

SAFETY ISSUES AROUND CROYDON TOWN SQUARE

ITEM 4.4

Anthony Glover from Metro Trains was an apology.

This item would be deferred to a future meeting.

Break - a short break was held between 10:45 and 10:55am.

GENERAL UPDATE FROM LOCAL COMMUNITY SAFETY MEETINGS - ISSUES AND PLANNED RESPONSE

ITEM 4.5

Inspector Grande provided an update from Victoria Police advising that if you find yourself in an emergency please call 000. Dean provided an update regarding the Croydon and Ringwood Local Safety Committee meetings and discussed local crime rates in the area.

Ben spoke about a Tasking Team that was recently set up in November 2023 to assist the community with incidents that continually occur. Discussion surrounded the destruction of the Yarrunga BMX Bike Jumps.

Ben also noted the Neighbourhood Policing (NHP) Meeting held in November 2023 along with information about how the Remand and Bailing Act was due to change late March 2024.

Sam spoke briefly about the safety issues around Croydon Town Square noting it has changed since the LXR had been involved in the area.

Chris Zidak left the meeting at 11:19am.

ROUND TABLE - UPDATES, DISCUSSION AND TOPICS FOR FUTURE MEETINGS

ITEM 4.6

Sharyn spoke about new apartments noting the issues such as parking and waste collection and Council officers working together to address issues.

Sharyn discussed fire season with vacant land inspections held in November 2023 and a second round held in January 2024. She advised of good compliance rates with no infringements issues so far.

A community representative requested an update from Council on the homeless/housing issues affecting the municipality. Kirsten advised that she would provide an update at the next meeting.

MEETING CLOSE - NEXT MEETING: 8 MAY 2024

ITEM 4.7

Cr Steane closed the meeting advising the next meeting was on the 8 May 2024.

The Meeting concluded at 11:28am.

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Community and Creative Industries Representatives:	Nil

Adam Cooper lead the committee through EV's on a tour highlighting the many historical and community points of interest.

Items Discussed

1. OPENING OF MEETING (Acknowledgement of Country)

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging.

2. WELCOME

2.1 Housekeeping

Cr Symon welcomed all to the meeting.

Elissa and Elise advised members of the committee the emergency evacuation procedures at EV's if an evacuation was to occur.

CONFIRMATION OF MINUTES - WEDNESDAY, 25 OCTOBER 2023

ITEM 3

Cr Suzy Stojanovic moved and David Billamoria seconded the minutes. The minutes were confirmed.

4. ITEMS

CROYDON COMMUNITY WELLBEING PRECINCT – THEATRE CONSULTATION

ITEM 4.1

Adam Cooper provided some background to the new Croydon Community Wellbeing Precinct noting the milestones reached so far.

Adam and Elissa spoke to the committee about the preliminary design scope.

Discussion surrounded how groups will use the space -

- Establish a mission statement to capture the shared vision for Council, Community, Commercial hirers – opt into this, draw people in via the principles of the space.
- Performing arts, music
- Visual arts – eg VCE arts exhibition

- VCE music exams, drama exams, school events, day and night use
- Catered functions and events - use of cafe
- Think about all the future directions and partnerships, funding etc and how the space might be used, eg cultural requirements, indoor/outdoor connect (bi-folds impact sound if not high quality) for maximum diverse use.
- Consider the broader wellbeing hub uses – compliment, could also spill over some activities into other spaces within the Hub
- Consider community management model - like the halls used to be. Groups could manage the space on behalf of Council.
- Consider satellite events (white night, Xmas carols, live streams), host touring content etc
- Point of difference from community hall – retain the quality whilst also representing community – support new works, incubate new arts media, unique space to develop emerging artists and new media
- Actively seek partners to bring into the space – attract emerging arts, eg LaMama
- Consider what else is around the space – eg 24/7 library – connect uses to other uses within the space

What are the most important things to consider for seating, flooring and stage space -

- Retractable seating, versatile space for various uses
- Alternative - retractable rostra (steps that you can put seats on, versatile can add seats, can turn the space inverted, perform on the platform, eg Norwood SC retractable bleachers
- Acoustics treatment important within design
- Bands better with a larger stage space, ensure seating can retract at various levels to scale stage size for various needs
- Dark spaces need wayfinding lighting (especially for people with visual impairment), ideally floor lighting, creates atmospheric sense of space, accessibility and alternative uses for spaces
- Consensus to use a hard floor but invest in a sprung floor overlay for groups that want it - reduced the ongoing issues with maintaining a sprung floor, and the options for modular sprung flooring overlays are excellent.
- Black flooring for optimal lighting of space and performance quality, but white walls to enable impactful lighting, projections, exhibitions. Can use black curtains full length to cover the walls when in use for a theatre space - gives flexibility for many options, but floor needs to be black.
- Tracking on walls for gallery uses, and consider gallery style lighting similar to ArtSpace Realm.

What are the most important things to consider for technical/audio visual gear -

- Package up the tech and the modular elements. Options for self-access minimal tech vs full tech service. Build into the packaging options. Some options need to simply be house lights, no tech, whilst others a full tech rig with more detailed specifications with a trained tech from staff pool.
- Cat 5/6 cables – power outlets everywhere
- AV rolling desk – doesn't require a bio box – secure lock lid/desk means the techs can operate in any direction across the space

- Cable management – build into the floor and maximum power outlets in floor and walls, means the bio-box kit/desk can move anywhere
- Cabling into BOH, screen to show stage
- Partnership with Swinburne/Holmesglen/Box Hill – tech training on site, hire groups can use trainees, could make this cheaper also
- Consider the acoustics within the architectural design, difficult to retrofit
- Lighting at ArtSpace good – rig works well for multi-function exhibition & performance
- Variety of lighting colours to enable unique identity for hirers – theming

What are the most important things to consider for back of house set up -

- Storage for hire groups, bookings across rehearsal & performance – book whole of space with set and gear on site – can cheat with curtain tracks to multi use store/side stage/privacy etc
- Access of large-scale sets – rear access vehicle loading bay
- Holding room / green room – for children groups, direct access to amenity, stage etc – TV loop to stage – layout such that move through w/o via stage
- Needs to cater for a class of 30 youth without obstructing the performance space

What are the most important things to consider for front of house set up -

- Bar to sell items – food, alcohol before/during/after shows
- Ticketing options – options for either ticketing service in-house vs self-managed ticketing – again as part of the packaging options
- Ability to sell merch on site (particularly needed for Youth events) helps the artist build another income stream – allow space
- Large digital screen on wall to enable unique messaging for hirers and to show what's on
- System of proposals for hire/use of space – make clear the expectations about use of space
- Customer service & library staff, looking for increased opportunities for engagement
- Need versatile staff who can operate all areas of the space.

What are the most important things to consider in regards to affordability of venue hire -

- Scaling the packages of services offered, including:
 - AV packages (tech/no tech/min tech)
 - Ticketing and ushering - service or self service
 - Café/Bar - open or BYO (including variety of price points for products sold)
 - Event packages including catering or BYO

Adam discussed the Next Steps with the plan to enact an engagement plan more broadly with the anticipated preliminary site works to being late 2024. Elissa noted that key stakeholders, some of which are within the Committee, will have the opportunity to provide more detailed input as to their group's specific needs within this space.

Before David left he thanked Council for not cancelling Carols by Candlelight in 2023 (held in the rain). He said that he was very grateful to Sharon and the Leisure Team.

David left at the meeting at 8:01pm.

PUBLIC ART POLICY REVIEW

ITEM 4.2

Cr Symon noted that due to time constraints he suggested that this item be deferred or a quick update only.

Elissa noted that some time would be needed for members to read and provide comment on the current Art Policies attached to the agenda.

Marianne suggested that this Item be addressed via email review after the meeting.

Elissa noted that those members interested in further involvement in guiding the new policies will also be asked to opt into some working group activities.

Cr Symon advised a follow up email requesting member review and comment be provided after the meeting, and an invitation for further participation. An update from this consultation will be provided at the next meeting.

CREATIVE PLACES SERVICES UPDATE AND PLANNING

ITEM 4.3

Elissa provided a high level update on Creative Places, a new portfolio combining Karralyka Services, Arts and Cultural Services, and a variety of precinct activation priorities.

Elissa introduced Brit Josephs, formally from Knox City Council, now the new Coordinator Theatre Programs and Events at Karralyka.

Brit spoke about Karralyka and the 2024 season, noting -

- Commercial theatre hire going very well
- All shows sold out and the future shows are filling up
- Lots of school events - primary schools and high schools
- Corporate events
- K cafes (Aquation, Aquahub, Federation, Fred's Bar at Karralyka), Karralyka Kitchen and Meals on Wheels for both Maroondah Knox

Elise spoke about the Arts and Culture Team providing an update on the Arts and Culture Services, Arts and Cultural Development and Visual and Public Arts.

Grace advised that she would like to be part of the arts scene in Maroondah moving forward and that she will continue the discussion with Elissa offline.

Elissa spoke about Precincts and Major Projects asking the committee -

What new creative projects would you like to see happen in 2024/2025 and beyond?

- Written word performed
- Writing competition possibly having it at Your Library (all ages events)
- Hosting a satellite events as part of major Victorian Arts festivals
- Rising festival - options to get involved
- Structural art pieces in areas
- Arts Activators Space

CREATIVE INDUSTRY INSIGHTS (OPTIONAL & TIME PERMITTING)

ITEM 4.4

Cr Symon advised this item would be included in the next meeting.

MEETING CLOSE - NEXT MEETING: 5 JUNE 2024

ITEM 4.5

Cr Symon closed the meeting, advising that the next meeting would be held on the 5 June 2024 in the ArtSpace at Realm.

The Meeting concluded at 8:30pm.



Maroondah Community Health and Wellbeing Advisory Committee – Minutes

Meeting Details:

Date: Wednesday 13 March 2024 Time: 9:30am - 11:30am Location: Meeting Rooms 1 & 2, Realm

Attendees:

<p>Councillors Cr Paul Macdonald (Deputy Mayor & Chair) Cr Tony Dib OAM, JP</p> <p>Council Officers: Grant Meyer, Manager City Futures Kirsten Jenkins, Manager Community Safety Adam Cooper, Coordinator Community Wellbeing Chloe Messerle, Senior Governance Officer (Minute Taker) Chris Riseley, Team Leader Community Development</p> <p>Agency Representatives: Jodie Murphy - Eastland Rachael Cavanagh - Eastern Access Community Health (EACH) Edwina Ricci - Communities of Wellbeing Brooke Young - Outer Eastern Local learning & Employment Network (OELLEN) Julie Rickard - NEAMI National</p> <p>Community Representatives: Cathy White Karly Horton Janni Haskin</p>

Apologies:

Councillors:	Cr Tasa Damante (Chair), Cr Chris Jones
Council Officers:	Andrew Fuaux, Director Strategy and Development Robyn Williams, Community Development Officer
Agency Representatives:	Rod Donald - Youth Support + Advocacy Service (YSAS), Vacant - Department of Health, Kath Spencer - Eastern Melbourne Primary Health Network (EMPHN), Vacant - North Eastern Public Health Unit (NEPHU)
Community Representatives:	Prateeti Sabhlok and a vacant position

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Agency Representatives:	Nil
Community Representatives:	Nil

Items Discussed

1. OPENING OF MEETING

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging.

2. WELCOME

21. Housekeeping

Cr Macdonald welcomed all to the meeting and advised where the amenities are as well as the evacuation points if required.

Cr Macdonald congratulated Karly Horton on the arrival of her twins girls.

CONFIRMATION OF MINUTES - WEDNESDAY, 9 AUGUST 2023

ITEM 3

Cr Macdonald noted that the last meeting did not take place so the committee would need to confirm the minutes of the August meeting.

Carly White moved and Julie Rickard seconded the minutes. The minutes were confirmed.

4. ITEMS

TERMS OF REFERENCE

ITEM 4.1

Adam provided an update regarding the Terms of Reference attached to the agenda.

As a group, the committee confirmed the Terms of Reference.

SEEKING INPUT ON COMMUNITY GRANTS

ITEM 4.2

Chris Riseley provided an update on the community grants noting the four schemes -

- Community Development (up to \$5,000)
- Emergency Relief (up to \$7,000)
- Small Equipment (up to \$750)
- Arts and Culture (up to \$5,000)

Chris provided an update on important dates which included the commencement of the program in March 2024 through to the grants recognition event in July 2024.

Chris posed a question - *“What elements of our Grants Program could be improved to maximise its impact?”*

- Easy to fill out forms,
- Once the grant has been received, both Knox and Yarra Ranges have good follow up communication that Maroondah could consider,
- Provide support in reaching the target audience (providing the connection from Council to parents or grandparents)
- Bringing all the groups together to allow for an overarching view of which groups receive funding and which groups could be assisted further,
- Bringing other funders together,
- Maximise the collaboration by having multiple organisations to go in to together under a common agenda to create a bigger grants provision,
- Working together to provide wisdom and experience to assist facilitating projects - aligning them with Council Policies

Discussion continued regarding an example of a sporting club (or any club) that don't feel that they have the ability to write a grant and providing additional support and assistance in being able to complete the process. Chris noted that there were grant writing workshops offered to the community recently.

Chris advised that if anyone had an additional thoughts regarding the grants, email him - chris.riseley@maroondah.vic.gov.au

INSIGHTS FROM A COMMITTEE MEMBER - JULIE RICKARD

ITEM 4.3

Julie Rickard introduced herself and described her position at LifeConnect as a lived participant practitioner referencing her life experience with suicide.

LifeConnect 'provides compassionate support to those who have been impacted by suicide and builds capacity and understanding for all to play their part in preventing it. We aim to connect people to a sense of purpose and meaning; and collaborate with communities in strengthening our shared response to suicide.'

LifeConnect delivers many free programs to the EMPHN catchment area and as an individual with experience in this field she is able to provide a human element and a real life connection to people and experiences. Over the past 5 years LifeConnect has delivered over 1,000 programs. As of the 30 June 2024, the program will not continue to be funded so until that point they plan to run as many programs as they can.

Discussion was held in regards to whether any advisory members had participated in a program and multiple members discussed attending and the importance of attending a program such as this.

Julie spoke about the 2019 Royal Commission into Victoria's Mental Health System and reflected on the fact her report was included in the findings. During the Royal Commission she was able to speak at a media conference and provide her insights. Julie spoke about the power of public speaking especially regarding a topic that can be seen as private topic that shouldn't be discussed but in actual fact, it's never been so important to talk about.

With the discontinuance of LifeConnect, NEAMI (parent company to EMPHN) was investigating the possibility of having the workshops potentially accredited with a member of

the advisory committee suggesting the possibility of an online petition through Change to EMPHN to assist the process.

Discussion continued regarding the topic of suicide in schools and how it was being addressed by children and young adults to ensure there is an appropriate understanding of suicide prevention. Social media and sharing stories in the school yard were discussed as being the main source of knowledge for minors which caused some concern due to the variable accuracy of the information being shared.

Cr Macdonald suggested the possibility of advocating to our local Federal Member to see if it is a federally funded program that could continue with additional funding.

Break - a short break was held at 10:36am

SEEKING TOPICS OF INTEREST FROM THE COMMITTEE FOR 2024

ITEM 4.4

Adam spoke about Council's strategies noting the focus areas and priorities for possible future topics. Adam expressed wanting to understand what the committee would like to hear and what topics it would be interested in tabling.

Discussion surrounded what Council's main objective for the committee was moving forwards.

Adam spoke about the role of the advisory committees and the objectives of this .

Discussion surrounded possible topics to be covered -

- Marriage breakdown
- Children
- Suicide
- Current topics for the younger generation
- Drug abuse
- Loss of a loved one (family or friend)
- Alcohol issues and abuse
- Tobacco/vaping
- Maroondah Connect
- Managing emotions/building connections - sense of belonging (seen as an underlying driver of some of the other presenting issues)
- Wellbeing Literacy
- Leading for wellbeing in Maroondah - getting Maroondah Leaders together for best practice in leadership
- Focus on positive news stories, e.g. the work Council is doing in this space, but also capturing other stories of community success through community groups etc.
- Include stories of where people can go for help.
- 'Volunteering conversations' - pathways to employment and finding a place for everyone to fit/belong.

NOTE: EV Strengthening Communities have done a lot of work in this space, so Dr Shona Bass could be a good speaker. It was also noted that Cathy White is currently writing a book on volunteering.

STRATEGIC INFORMATION SHARE

ITEM 4.5

Edwina spoke about an upcoming event being held at Maroondah Federation Estate. Author Margaret Chipperfield would be holding a book launch for her recently released book titled "No Buts" on the 19 March 2024.

Follow up Update from EACH Prevention and Population Health Team -

Prevention and Population Health Report

1. We have completed our Healthy Eating Small Grants 2023 program, which provided 18 schools in Knox and Maroondah with \$2,000 (each) to undertake local healthy eating projects in terms 3 and 4 in 2023. We are currently finalising a report on the innovative work undertaken by these schools, which will be published on our webpage soon.
2. We continue to offer our Healthy Eating So Kids Thrive at 8 schools in Knox and Maroondah.
3. An abstract entitled 'Enabling healthy foods in school canteens using the Smarter Lunchrooms Movement model', was accepted by the Preventive Health Conference. Belinda Vaughan will present the findings of the 3-year program that we undertook with/at Rowville Primary School at the Darwin conference on 30 March 2024. A report on our work at Rowville Primary School is available on our webpage.
4. We have received a grant from the Alcohol and Drug Foundation (LDAT) and have engaged BlueLight to run the BlueEdge Program at Scoresby and Norwood Secondary Colleges this term. Blue Edge is delivered to schools twice a week, over 8 weeks (15 sessions) and involves sessions comprising:
 - o Physical training fitness circuits;
 - o Team building activities;
 - o A shared meal; and
 - o Workshop discussions (which includes alcohol and other drug topics).

We are planning to apply for additional funding to run the program in another 2 schools in term 2.

5. A new 0.6 FTE Population Health Officer will be joining our team on Monday, 25 March 2024.
6. We are scoping a range of new healthy eating and active living projects for our 2024-25 Annual Action Plan, including offering healthy eating sessions at libraries, community houses and with other community groups, as well as an active living initiative with carers.

MEETING CLOSE - NEXT MEETING: 29 MAY 2024

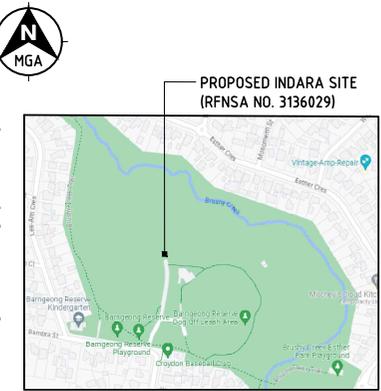
ITEM 4.6

Cr Macdonald closed the meeting and advised that the next meeting is scheduled for 29 May 2024.

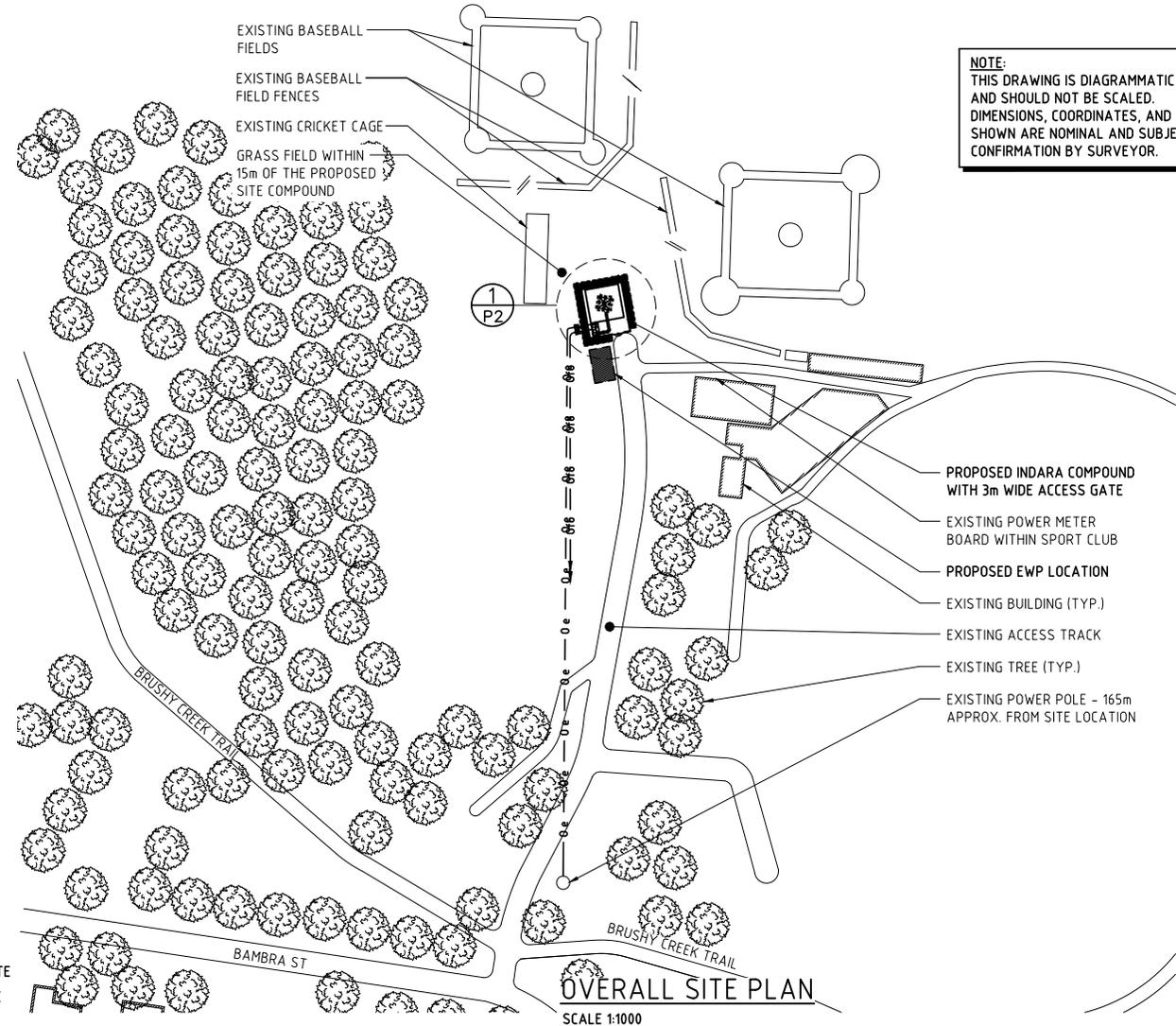
The Meeting concluded at 11:34am.



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LOCALITY MAP
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- LEGEND**
- — — — — PROPOSED INDARA LEASE AREA
 - / - / - PROPOSED INDARA FENCE
 - 0 e - 0 e PROPOSED OPTUS U/G POWER ROUTE
 - 0 fo - 0 fo PROPOSED OPTUS U/G FIBRE ROUTE

Rev	Date	Revision Details	INDARA Consultant	JM CAD	JHB Designer	GH Verifier	PM Approver
1	21/09/23	ISSUED FOR APPROVAL					

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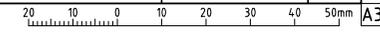


Project: MOBILE NETWORK AUSTRALIA
SITE No:- M3933
MOOROOLBARK RAIL
38-48 BAMBRA STREET

Drawing Title: **OVERALL SITE PLAN**

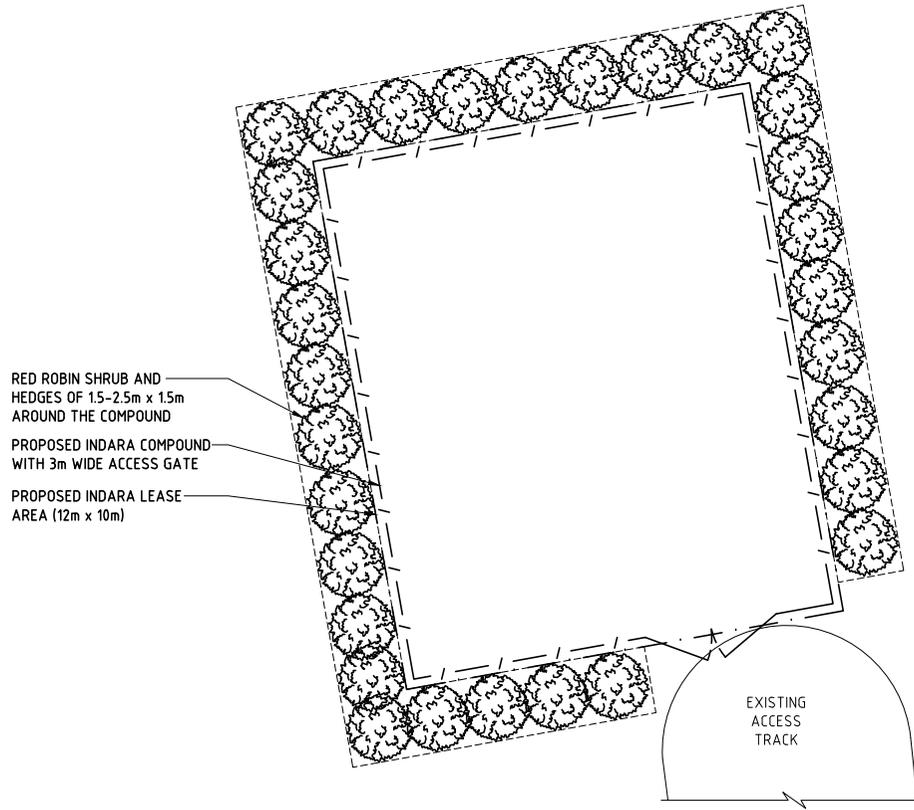
Drawing Status: **FOR APPROVAL**

Drawing No: **M3933-P1**
Revision: **01**



CAD File: D:\Desktop\M3933_DSL.dwg Date: 26.09.2023 10:54:777777

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RED ROBIN SHRUB AND HEDGES OF 1.5-2.5m x 1.5m AROUND THE COMPOUND

PROPOSED INDARA COMPOUND WITH 3m WIDE ACCESS GATE

PROPOSED INDARA LEASE AREA (12m x 10m)

EXISTING ACCESS TRACK

LANDSCAPING PLAN

SCALE 1:100

PLANTING SITE PREPARATION:

ALL BUILDING DEBRIS, SANDS, SCREENINGS, CONCRETE AND RUBBLE IN PLANTING AREA TO BE REMOVED FROM SITE.
 BACKFILL TO PLANTING BEDS TO BE 250mm DEPTH OF 1ST QUALITY SCREENED TOPSOIL, FREE OF WEED, PEST OR DISEASE OR ANY OTHER DELETERIOUS MATERIAL.
 TOPSOIL TO HAVE GOOD DRAINAGE AND MOISTURE RETENTION QUALITIES.

SHRUG AND HEDGE:

ALL PLANTS TO BE PHOTINIA RED ROBIN OF 1.5 - 2.5 m H x 1.5 m W FOR THE SHRUG AND HEDGE AROUND THE COMPOUND, FREE OF PEST WEED OR DISEASE, NOT DAMAGED AND IN ACTIVE HEALTHY GROWING CONDITION.
 ALL PLANTS TO BE WATERED IN IMMEDIATELY FOLLOWING PLANTING TO ENSURE ADEQUATE MOISTURE FOR INITIAL ESTABLISHMENT.

MULCH:

A 50mm THICK LAYER OF ORGANIC MULCH - 12-15mm GRADE MIXED LEAF AND WOODCHIP TO BE PROVIDED TO ALL PLANTING AREA WITH 25mm CLEARANCE AROUND PLANT STEMS.

FERTILISER:

A SLOW RELEASE LOW PHOSPHATE FERTILIZER SUITABLE FOR NATIVE PLANTS TO BE INCORPORATED INTO BACKFILL AROUND ROOT BALL OF EACH PLANT AT PLANTING STAGE.

HEDGE PROTECTION:

HEDGE PLANT GUARDS TO BE PLACED AROUND THE THE HEDGE TO PROTECT FROM FORAGING BY NATIVE AND PEST ANIMAL SPECIES. GUARD MATERIALS TO BE RE-USABLE OR RECYCLED.

Rev	Date	Revision Details	INDARA Consultant	JM CAD	JHB Designer	GH Verifier	PM Approver
1	21/09/23	ISSUED FOR APPROVAL					

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 38-48 BAMBRA STREET

Drawing Title: LANDSCAPING PLAN

Drawing Status: FOR APPROVAL

Drawing No. M3933-P1-1
 Revision 01



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S6 Instrument of Delegation - Members of Staff



Instrument of Delegation

to

Members of Council Staff

(Planning)



Instrument of Delegation

In exercise of the powers conferred by the 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. refers to the table of definitions in the Schedule
3. declares that:
 - 3.1 this Instrument of Delegation is authorised by a resolution of Council passed on **22 April 2024** ; 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; and
 - 3.3 the delegate must not determine the issue, take the action or do the act or thing:
 - 3.3.1 if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council;
 - 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;
 - 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; 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 or delegated committee.



THE COMMON SEAL of **MAROONDAH CITY COUNCIL** was affixed hereto on 22 April 2024, in accordance with the resolution of Council made on 22 April 2024, in the presence of)
)
)
)
)

..... Councillor

..... Chief Executive Officer



SCHEDULE



DEFINITIONS

<p>All - means</p>	<ul style="list-style-type: none"> • Chief Executive Officer • Director Strategy & Development • Manager Statutory Planning • Manager City Futures • Coordinator Statutory Planning • Coordinator Strategic Planning & Sustainability • Team Leader Statutory Planning • Team Leader Environmental Planning • Team Leader Administration & Business Systems • Senior Statutory Planner • Senior Strategic Planner • Statutory Planner • Strategic Planner • Subdivision Officer • Planning Compliance Officer • Environmental Planner • Planning Administration Officer
<p>All Planners - means</p>	<ul style="list-style-type: none"> • Director Strategy & Development • Manager Statutory Planning • Manager City Futures • Coordinator Statutory Planning • Coordinator Strategic Planning & Sustainability • Team Leader Statutory Planning • Team Leader Environmental Planning • Senior Statutory Planner • Statutory Planner • Strategic Planner • Senior Strategic Planner • Subdivision Officer • Planning Compliance Officer • Environmental Planner
<p>Senior - means</p>	<ul style="list-style-type: none"> • Director Strategy & Development • Manager Statutory Planning • Manager City Futures • Coordinator Statutory Planning • Coordinator Strategic Planning & Sustainability • Team Leader Statutory Planning • Team Leader Environmental Planning



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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 Victorian Planning Provisions	Senior	If authorised by the Minister The delegate must not be the author of the Recommending Officer
s 4G	Function of receiving prescribed documents and a copy of the Victorian Planning Provisions from the Minister	All	
s 4H	Duty to make amendment to Victorian Planning Provisions available in accordance with public availability requirements	All	
s 4I(2)	Duty to make a copy of the Victorian Planning Provisions and other documents available in accordance with public availability requirements	All	
s 8A(2)	Power to prepare amendment to the planning scheme where the Minister has given consent under s 8A	Senior	The delegate must not be the author or Recommending Officer
s 8A(3)	Power to apply to Minister to prepare an amendment to the planning scheme	Senior	The delegate must not be the author or Recommending Officer
s 8A(5)	Function of receiving notice of the Minister's decision	All	
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	Senior	The delegate must not be the author or Recommending Officer
s 8B(2)	Power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	Senior	The delegate must not be the author or the Recommending Officer



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	Senior	The delegate must not be the author or Recommending Officer
s 12B(1)	Duty to review planning scheme	All Planners	
s 12B(2)	Duty to review planning scheme at direction of Minister	All Planners	
s 12B(5)	Duty to report findings of review of planning scheme to Minister without delay	All Planners	
s 14	Duties of a Responsible Authority as set out in s 14(a) to (d)	All Planners	
s 17(1)	Duty of giving copy amendment to the planning scheme	All	
s 17(2)	Duty of giving copy s 173 agreement	All	
s 17(3)	Duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	All	
s 18	Duty to make amendment etc. available in accordance with public availability requirements	All	Until the proposed amendment is approved or lapsed
s 19	Power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s 19 to a planning scheme	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 19	Function of receiving notice of preparation of an amendment to a planning scheme	All	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	Senior	Whereby Council is a planning authority The delegate must not be the author or Recommending Officer
s 21(2)	Duty to make submissions available in accordance with public availability requirements	All	Until the end of 2 months after the amendment comes in operation or lapses
s 21A(4)	Duty to publish notice	All Planners	
s 22(1)	Duty to consider all submissions received before the date specified in the notice	All Planners	Except submissions which request a change to the items in s 22(5)(a) and (b)
S 22(2)	Power to consider a later submission Duty to consider a late submission, if directed by the Minister	All Planners	
s 23(1)(b)	Duty to refer submissions which request a change to the amendment to a panel	All Planners	
s 23(2)	Power to refer to a panel submissions which do not require a change to the amendment	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 24	Function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D)	All Planners	
s 26(1)	Power to make report available for inspection in accordance with the requirements set out in s 197B of the Act	All Planners	
s 26(2)	Duty to keep report of panel available in accordance with public availability requirements	All Planners	During the inspection period
s 27(2)	Power to apply for exemption if panel's report not received	Senior	The delegate must not be the author or Recommending Officer
s 28(1)	Duty to notify the Minister if abandoning an amendment	All Planners	Note: the power to make a decision to abandon an amendment cannot be delegated
s 28(2)	Duty to publish notice of the decision on Internet site	All	
s 28(4)	Duty to make notice of the decision available on Council's Internet site for a period of at least 2 months	All	
s 30(4)(a)	Duty to say if amendment has lapsed	All Planners	
s 30(4)(b)	Duty to provide information in writing upon request	All Planners	
s 32(2)	Duty to give more notice if required	All Planners	
s 33(1)	Duty to give more notice of changes to an amendment	All Planners	
s 36(2)	Duty to give notice of approval of amendment	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 38(5)	Duty to give notice of revocation of an amendment	All Planners	
s 39	Function of being a party to a proceeding commenced under s 39 and duty to comply with determination by VCAT	All Planners	
s 40(1)	Function of lodging copy of approved amendment	All Planners	
s 41(1)	Duty to make a copy of an approved amendment available in accordance with the public availability requirements during inspection period	All	
s 41(2)	Duty to make a copy of an approved amendment and any documents lodged with it available in person in accordance with the requirements set out in s 197B of the Act after the inspection period ends	All	
s 42(2)	Duty to make copy of planning scheme available in accordance with the public availability requirements	All	
s 46AAA	Duty to prepare an amendment to a planning scheme that relates to Yarra River land that is not inconsistent with anything in a Yarra Strategic Plan which is expressed to be binding on the responsible public entity	Senior	Where Council is a responsible public entity and is a planning authority Note: this provision is not yet in force and will commence on the day on which the initial Yarra Strategic Plan comes into operation. It will affect a limited number of councils
s 46AW	Function of being consulted by the Minister	Senior	Where Council is a responsible public entity



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46AX	Function of receiving a draft Statement of Planning Policy and written direction in relation to the endorsement of the draft Statement of Planning Policy Power to endorse the draft Statement of Planning Policy	All Planners	Where Council is a responsible public entity
s 46AZC(2)	Duty not to prepare an amendment to a declared area planning scheme that is inconsistent with a Statement of Planning Policy for the declared area that is expressed to be binding on the responsible public entity	Senior	Where Council is a responsible public entity The delegate must not be the author or Recommending Officer
s 46AZK	Duty not to act inconsistently with any provision of the Statement of Planning Policy that is expressed to be binding on the public entity when performing a function or duty or exercising a power in relation to the declared area	All Planners	Where Council is a responsible public entity
s 46GI(2)(b)(i)	Power to agree to a lower rate of standard levy for a class of development of a particular type of land than the rate specified in a Minister's direction	Senior	Where Council is the planning authority, the municipal Council of the municipal district in which the land is located and/or the development agency The delegate must not be the author or Recommending Officer
s 46GJ(1)	Function of receiving written directions from the Minister in relation to the preparation and content of infrastructure contributions plans	All Planners	
s 46GK	Duty to comply with a Minister's direction that applies to Council as the planning authority	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GN(1)	Duty to arrange for estimates of values of inner public purpose land	All Planners	
s 46GO(1)	Duty to give notice to owners of certain inner public purpose land	All Planners	
s 46GP	Function of receiving a notice under s 46GO	All Planners	Where Council is the collecting agency
s 46GQ	Function of receiving a submission from an affected owner who objects to the estimated value per hectare (or other appropriate unit of measurement) of the inner public purpose land	All Planners	
s 46GR(1)	Duty to consider every submission that is made by the closing date for submissions included in the notice under s 46GO	All Planners	
s 46GR(2)	Power to consider a late submission Duty to consider a late submission if directed to do so by the Minister	Senior	
s 46GS(1)	Power to accept or reject the estimate of the value of the inner public purpose land in a submission made under s 46GQ	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GS(2)	Duty, if Council rejects the estimate of the value of the inner public purpose land in the submission, to refer the matter to the valuer-general, and notify the affected owner of the rejection and that the matter has been referred to the valuer-general	Senior	The delegate must not be the author or Recommending Officer
s 46GT(2)	Duty to pay half of the fee fixed by the valuer-general for arranging and attending the conference	Senior	
s 46GT(4)	Function of receiving, from the valuer-general, written confirmation of the agreement between the planning authority's valuer and the affected owner's valuer as to the estimated value of the inner public purpose land	All Planners	
s 46GT(6)	Function of receiving, from the valuer-general, written notice of a determination under s 46GT(5)	All	
s 46GU	Duty not to adopt an amendment under s 29 to an infrastructure contributions plan that specifies a land credit amount or a land equalisation amount that relates to a parcel of land in the ICP plan area of the plan unless the criteria in s 46GU(1)(a) and (b) are met	Senior	The delegate must not be the author or Recommending Officer
s 46GV(3)	Function of receiving the monetary component and any land equalisation amount of the infrastructure contribution Power to specify the manner in which the payment is to be made	Senior	Where Council is the collecting agency
s 46GV(3)(b)	Power to enter into an agreement with the applicant	All Planners	Where Council is the collecting agency



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GV(4)(a)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	All Planners	Where Council is the development agency
s 46GV(4)(b)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	All Planners	Where Council is the collecting agency
s 46GV(7)	Duty to impose the requirements set out in s 46GV(3) and (4) as conditions on the permit applied for by the applicant to develop the land in the ICP plan area	All Planners	
s 46GV(9)	Power to require the payment of a monetary component or the provision of the land component of an infrastructure contribution to be secured to Council's satisfaction	Senior	Where Council is the collecting agency The delegate must not be the author or Recommending Officer
s 46GX(1)	Power to accept works, services or facilities in part or full satisfaction of the monetary component of an infrastructure contribution payable	Senior	Where Council is the collecting agency The delegate must not be the author or Recommending Officer
s 46GX(2)	Duty, before accepting the provision of works, services or facilities by an applicant under s 46GX(1), to obtain the agreement of the development agency or agencies specified in the approved infrastructure contributions plan	All Planners	Where Council is the collecting agency
s 46GY(1)	Duty to keep proper and separate accounts and records	All	Where Council is the collecting agency



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GY(2)	Duty to keep the accounts and records in accordance with the <i>Local Government Act 2020</i>	All	Where Council is the collecting agency
s 46GZ(2)(a)	Duty to forward any part of the monetary component that is imposed for plan preparation costs to the planning authority that incurred those costs	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is that planning authority
s 46GZ(2)(a)	Function of receiving the monetary component	Senior	Where the Council is the planning authority This duty does not apply where Council is also the collecting agency
s 46GZ(2)(b)	Duty to forward any part of the monetary component that is imposed for the provision of works, services or facilities to the development agency that is specified in the plan as responsible for those works, services or facilities	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency
s 46GZ(2)(b)	Function of receiving the monetary component	Senior	Where Council is the development agency under an approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GZ(4)	Duty to use any land equalisation amounts to pay land credit amounts under s 46GZ(7), except any part of those amounts that are to be forwarded to a development agency under s 46GZ(5)	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(5)	Duty to forward any part of a land equalisation amount required for the acquisition of outer public purpose land by a development agency specified in the approved infrastructure contributions plan to that development agency	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency
s 46GZ(5)	Function of receiving any part of a land equalisation amount required for the acquisition of outer public purpose land	Senior	Where Council is the development agency specified in the approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency
s 46GZ(7)	Duty to pay to each person who must provide an infrastructure contribution under the approved infrastructure contributions plan any land credit amount to which the person is entitled under s 46GW	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GZ(9)	Duty to transfer the estate in fee simple in the land to the development agency specified in the approved infrastructure contributions plan as responsible for the use and development of that land	Senior	If any inner public purpose land is vested in Council under the <i>Subdivision Act 1988</i> or acquired by Council before the time it is required to be provided to Council under s 46GV(4) Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is also the development agency
s 46GZ(9)	Function of receiving the fee simple in the land	Senior	Where Council is the development agency under an approved infrastructure contributions plan This duty does not apply where Council is also the collecting agency
s 46GZA(1)	Duty to keep proper and separate accounts and records	All Planners	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZA(2)	Duty to keep the accounts and records in accordance with the <i>Local Government Act 2020</i>	All Planners	Where Council is a development agency under an approved infrastructure contributions plan



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GZB(3)	Duty to follow the steps set out in s 46GZB(3)(a) – (c)	All Planners	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(4)	Duty, in accordance with requirements of the VPA, to report on the use of the infrastructure contribution in the development agency's annual report and provide reports on the use of the infrastructure contribution to the VPA	All Planners	If the VPA is the collecting agency under an approved infrastructure contributions plan Where Council is a development agency under an approved infrastructure contributions plan
s 46GZD(2)	Duty, within 6 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZD(2)(a) and (b)	All Planners	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZD(3)	Duty to follow the steps set out in s 46GZD(3)(a) and (b)	All Planners	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZD(5)	Duty to make payments under s 46GZD(3) in accordance with ss 46GZD(5)(a) and 46GZD(5)(b)	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GZE(2)	Duty to forward the land equalisation amount back to the collecting agency within 6 months after the expiry date if any part of a land equalisation amount paid or forwarded to a development agency for acquiring outer public purpose land has not been expended by the development agency to acquire that land at the date on which the approved infrastructure contributions plan expires	Senior	Where Council is the development agency under an approved infrastructure contributions plan This duty does not apply where Council is also the collecting agency
s 46GZE(2)	Function of receiving the unexpended land equalisation amount	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is also the development agency
s 46GZE(3)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZE(3)(a) and (b)	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(2)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to use the public purpose land for a public purpose approved by the Minister or sell the public purpose land	Senior	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZF(3)	Duty, if land is sold under s 46GZF(2)(b), to follow the steps in s 46GZF(3)(a) and (b)	Senior	Where Council is the development agency under an approved infrastructure contributions plan



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46GZF(3)	Function of receiving proceeds of sale	Senior	Where Council is the collection agency under an approved infrastructure contributions plan This provision does not apply where Council is also the development agency
s 46GZF(4)	Duty to divide the proceeds of the public purpose land among the current owners of each parcel of land in the ICP plan area and pay each current owner a portion of the proceeds in accordance with s 46GZF(5)	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(6)	Duty to make the payments under s 46GZF(4) in accordance with s 46GZF(6)(a) and (b)	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZH	Power to recover the monetary component, or any land equalisation amount of the land component, payable under Part 3AB as a debt in any court of competent jurisdiction	Senior	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZI	Duty to prepare and give a report to the Minister at the times required by the Minister	Senior	Where Council is a collecting agency or development agency
s 46GZK	Power to deal with public purpose land which has vested in, been acquired by, or transferred to, Council	All Planners	Where Council is a collecting agency or development agency
s 46LB(3)	Duty to publish, on Council's Internet site, the payable dwelling amount for a financial year on or before 1 July of each financial year for which the amount is adjusted under s 46LB (2)	Senior	
s 46N(1)	Duty to include condition in permit regarding payment of development infrastructure levy	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46N(2)(c)	Function of determining time and manner for receipt of development contributions levy	All Planners	
s 46N(2)(d)	Power to enter into an agreement with the applicant regarding payment of development infrastructure levy	Senior	The delegate must not be the author or Recommending Officer
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	Senior	The delegate must not be the author or Recommending Officer
s 46O(1)(d) & (2)(d)	Power to enter into agreement with the applicant regarding payment of community infrastructure levy	Senior	The delegate must not be the author or Recommending Officer
s 46P(1)	Power to require payment of amount of levy under s 46N or s 46O to be satisfactorily secured	Senior	The delegate must not be the author or Recommending Officer
s 46P(2)	Power to accept provision of land, works, services or facilities in part or full payment of levy payable	Senior	The delegate must not be the author or Recommending Officer
s 46Q(1)	Duty to keep proper accounts of levies paid	All Planners	
s 46Q(1A)	Duty to forward to development agency part of levy imposed for carrying out works, services, or facilities on behalf of development agency or plan preparation costs incurred by a development agency	Senior	
s 46Q(2)	Duty to apply levy only for a purpose relating to the provision of plan preparation costs or the works, services and facilities in respect of which the levy was paid etc	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46Q(3)	Power to refund any amount of levy paid if it is satisfied the development is not to proceed	Senior	Only applies when levy is paid to Council as a 'development agency'
s 46Q(4)(c)	Duty to pay amount to current owners of land in the area if an amount of levy has been paid to a municipal council as a development agency for plan preparation costs incurred by the Council or for the provision by the Council of works, services or facilities in an area under s 46Q(4)(a)	Senior	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	Senior	Must be done in accordance with Part 3
s 46Q(4)(e)	Duty to expend that amount on other works etc.	Senior	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	Senior	The delegate must not be the author or Recommending Officer
s 46QD	Duty to prepare report and give a report to the Minister	Senior	Where Council is a collecting agency or development agency
s 46V(3)	Duty to make a copy of the approved strategy plan (being the Melbourne Airport Environs Strategy Plan) and any documents lodged with it available in accordance with the public availability requirements, during the inspection period		



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 46V(4)	Duty to make a copy of the approved strategy plan (being the Melbourne Airports Environs Strategy Plan) and any documents lodged with it available in accordance with s 197B of the Act and on payment of the prescribed fee, after the inspection period		
s 46V(5)	Duty to keep a copy of the approved strategy plan incorporating all amendments to it		
s 46V(6)	Duty to make a copy of the approved strategy plan incorporating all amendments to it available in accordance with the public available requirements		
s 46Y	Duty to carry out works in conformity with the approved strategy plan	All Planners	
s 47	Power to decide that an application for a planning permit does not comply with that Act	Senior	The delegate must not be the author or Recommending Officer
s 49(1)	Duty to keep a register of all applications for permits and determinations relating to permits	All Planners	
s 49(2)	Duty to make register available for inspection in accordance with the public availability requirements	All	
s 50(4)	Duty to amend application	All Planners	
s 50(5)	Power to refuse to amend application	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 50(6)	Duty to make note of amendment to application in register	All	
s 50A(1)	Power to make amendment to application	All Planners	
s 50A(3)	Power to require applicant to notify owner and make a declaration that notice has been given	All Planners	
s 50A(4)	Duty to note amendment to application in register	All	
s 51	Duty to make copy of application available for inspection in accordance with the public availability requirements	All	
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	All Planners	
s 52(1)(b)	Duty to give notice of the application to other municipal council where appropriate	All Planners	
s 52(1)(c)	Duty to give notice of the application to all persons required by the planning scheme	All Planners	
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	All Planners	Notice requirements under s.52(1)(a), (b), (c) and (d) are exempt. Other notice requirements apply.
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	All Planners	Notice requirements under s.52(1)(a), (b), (c) and (d) are exempt. Other notice requirements apply.



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 52(1)(d)	Duty to give notice of the application to other persons who may be detrimentally effected	All Planners	
s 52(1AA)	Duty to give notice of an application to remove or vary a registered restrictive covenant	All Planners	Notice requirements under s.52(1)(a), (b), (c) and (d) are exempt. Other notice requirements apply.
s 52(3)	Power to give any further notice of an application where appropriate	All Planners	
s 53(1)	Power to require the applicant to give notice under s 52(1) to persons specified by it	All Planners	Notice requirements under s.52(1)(a), (b), (c) and (d) are exempt. Other notice requirements apply.
s 53(1A)	Power to require the applicant to give the notice under s 52(1AA)	All Planners	Notice requirements under s.52(1)(a), (b), (c) and (d) are exempt. Other notice requirements apply.
s 54(1)	Power to require the applicant to provide more information	All Planners	Note: delegates cannot require an applicant to provide more information than what is listed in new Clause 59 of the planning scheme.
s 54(1A)	Duty to give notice in writing of information required under s 54(1)	All Planners	Note: delegates cannot require an applicant to provide more information than what is listed in new Clause 59 of the planning scheme.
s 54(1B)	Duty to specify the lapse date for an application	All Planners	
s 54A(3)	Power to decide to extend time or refuse to extend time to give required information	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 54A(4)	Duty to give written notice of decision to extend or refuse to extend time under s 54A(3)	All Planners	
s 55(1)	Duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	All	
s 57(2A)	Power to reject objections considered made primarily for commercial advantage for the objector	Senior	The delegate must not be the author or Recommending Officer
s 57(3)	Function of receiving name and address of persons to whom notice of decision is to go	All Planners	
s 57(5)	Duty to make a copy of all objections available in accordance with the public availability requirements	All	
s 57A(4)	Duty to amend application in accordance with applicant's request, subject to s 57A(5)	All	
s 57A(5)	Power to refuse to amend application	Senior	The delegate must not be the author or Recommending Officer
s 57A(6)	Duty to note amendments to application in register	All	
s 57B(1)	Duty to determine whether and to whom notice should be given	All Planners	
s 57B(2)	Duty to consider certain matters in determining whether notice should be given	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 57C(1)	Duty to give copy of amended application to referral authority	All	
s 58	Duty to consider every application for a permit	All Planners	
s 58A	Power to request advice from the Planning Application Committee	Senior	
s 60	Duty to consider certain matters	All Planners	
s 60(1A)	Duty to consider certain matters	All Planners	Note: VicSmart applications are exempt from the requirements of s 60(1)(b), (c), (e) and (f)
s 60(1B)	Duty to consider number of objectors in considering whether use or development may have significant social effect	All Planners	
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	Senior	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	All Planners	
s 61(2A)	Power to decide to refuse to grant a permit if a relevant recommending referral authority objects to the grant of permit	Senior	The delegate must not be the author or Recommending Officer
s 61(3)(a)	Duty not to decide to grant a permit to use coastal Crown land without Minister's consent	Senior	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 61(3)(b)	Duty to refuse to grant the permit without the Minister's consent	Senior	
s 61(4)	Duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	Senior	
s 62(1)	Duty to include certain conditions in deciding to grant a permit	All Planners	
s 62(2)	Power to include other conditions	All Planners	The delegate must not be the author or Recommending Officer
s 62(4)	Duty to ensure conditions are consistent with paragraphs (a),(b) and (c)	All Planners	
s 62(5)(a)	Power to include a permit condition to implement an approved development contributions plan or an approved infrastructure contributions plan	Senior	The delegate must not be the author or Recommending Officer
s 62(5)(b)	Power to include a permit condition that specified works be provided on or to the land or paid for in accordance with s 173 agreement	Senior	
s 62(5)(c)	Power to include a permit condition that specified works be provided or paid for by the applicant	Senior	
s 62(6)(a)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with ss 46N(1), 46GV(7) or 62(5)	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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)	All Planners	
s 63	Duty to issue the permit where made a decision in favour of the application (if no one has objected)	All Planners	
s 64(1)	Duty to give notice of decision to grant a permit to applicant and objectors	All	This provision applies also to a decision to grant an amendment to a permit – see s 75
s 64(3)	Duty not to issue a permit until after the specified period	All	This provision applies also to a decision to grant an amendment to a permit – see s 75
s 64(5)	Duty to give each objector a copy of an exempt decision	All	Note: VicSmart applications are exempt from requirements of s 64(1), (2) and (3). This provision applies also to a decision to grant an amendment to a permit – see s 75
s 64A	Duty not to issue permit until the end of a period when an application for review may be lodged with VCAT or until VCAT has determined the application, if a relevant recommending referral authority has objected to the grant of a permit	All Planners	This provision applies also to a decision to grant an amendment to a permit – see s 75A
s 65(1)	Duty to give notice of refusal to grant permit to applicant and person who objected under s 57	All	
s 66(1)	Duty to give notice under s 64 or s 65 and copy permit to relevant determining referral authorities	All	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 66(2)	Duty to give a recommending referral authority notice of its decision to grant a permit	All	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	All	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 s 64 or 65	All	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	All Planners	
s 69(1A)	Function of receiving application for extension of time to complete development	All Planners	
s 69(2)	Power to extend time	Senior	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 70	Duty to make copy permit available in accordance with public availability requirements	All	
s 71(1)	Power to correct certain mistakes	All	
s 71(2)	Duty to note corrections in register	All	
s 73	Power to decide to grant amendment subject to conditions	Senior	
s 74	Duty to issue amended permit to applicant if no objectors	All Planners	
s 76	Duty to give applicant and objectors notice of decision to refuse to grant amendment to permit	All Planners	
s 76A(1)	Duty to give relevant determining referral authorities copy of amended permit and copy of notice	All	
s 76A(2)	Duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	All	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	All	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



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
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 s 64 or 76	All	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	All Planners	
s 83	Function of being respondent to an appeal	All Planners	
s 83B	Duty to give or publish notice of application for review	All Planners	
s 84(1)	Power to decide on an application at any time after an appeal is lodged against failure to grant a permit	Senior	
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	All Planners	
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	All Planners	
s 84(6)	Duty to issue permit on receipt of advice within 3 business days	All Planners	
s 84AB	Power to agree to confining a review by the Tribunal	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 86	Duty to issue a permit at order of Tribunal within 3 business days	All Planners	
s 87(3)	Power to apply to VCAT for the cancellation or amendment of a permit	Senior	The delegate must not be the author or Recommending Officer
s 90(1)	Function of being heard at hearing of request for cancellation or amendment of a permit	All Planners	
s 91(2)	Duty to comply with the directions of VCAT	All	
s 91(2A)	Duty to issue amended permit to owner if Tribunal so directs	All	
s 92	Duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s 90	All Planners	
s 93(2)	Duty to give notice of VCAT order to stop development	All	
s 95(3)	Function of referring certain applications to the Minister	Senior	
s 95(4)	Duty to comply with an order or direction	All	
s 96(1)	Duty to obtain a permit from the Minister to use and develop its land	Senior	The delegate must not be the author or Recommending Officer
s 96(2)	Function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 96A(2)	Power to agree to consider an application for permit concurrently with preparation of proposed amendment	Senior	The delegate must not be the author or Recommending Officer
s 96C	Power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C	All Planners	The delegate must not be the author or Recommending Officer
s 96F	Duty to consider the panel's report under s 96E	All Planners	
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>)	Senior	The delegate must not be the author or Recommending Officer
s 96H(3)	Power to give notice in compliance with Minister's direction	All Planners	The delegate must not be the author or Recommending Officer
s 96J	Duty to issue permit as directed by the Minister	All Planners	The delegate must not be the author or Recommending Officer
s 96K	Duty to comply with direction of the Minister to give notice of refusal	All Planners	
s 96Z	Duty to keep levy certificates given to it under ss 47 or 96A for no less than 5 years from receipt of the certificate	All Planners	
s 97C	Power to request Minister to decide the application	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 97D(1)	Duty to comply with directions of Minister to supply any document or assistance relating to application	All	
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	All Planners	
s 97G(6)	Duty to make a copy of permits issued under s 97F available in accordance with public availability requirements	All	
s 97L	Duty to include Ministerial decisions in a register kept under s 49	All	
s 97MH	Duty to provide information or assistance to the Planning Application Committee	All Planners	
s 97MI	Duty to contribute to the costs of the Planning Application Committee or subcommittee	Senior	
s 97O	Duty to consider application and issue or refuse to issue certificate of compliance	Senior	
s 97P(3)	Duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	All Planners	
s 97Q(2)	Function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	All Planners	
s 97Q(4)	Duty to comply with directions of VCAT	All	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 97R	Duty to keep register of all applications for certificate of compliance and related decisions	All	
s 98(1)&(2)	Function of receiving claim for compensation in certain circumstances	All Planners	
s 98(4)	Duty to inform any person of the name of the person from whom compensation can be claimed	All Planners	
s 101	Function of receiving claim for expenses in conjunction with claim	All Planners	
s 103	Power to reject a claim for compensation in certain circumstances	Senior	
s 107(1)	Function of receiving claim for compensation	All Planners	
s 107(3)	Power to agree to extend time for making claim	Senior	
s 113(2)	Power to request a declaration for land to be proposed to be reserved for public purposes	Senior	
s 114(1)	Power to apply to the VCAT for an enforcement order	Senior	
s 117(1)(a)	Function of making a submission to the VCAT where objections are received	All Planners	
s 120(1)	Power to apply for an interim enforcement order where s 114 application has been made	Senior	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 123(1)	Power to carry out work required by enforcement order and recover costs	Senior	
s 123(2)	Power to sell buildings, materials, etc salvaged in carrying out work under s 123(1)	Senior	Except Crown Land The delegate must not be the author or Recommending Officer
s 125(1)	Power to apply to any court of competent jurisdiction or to the tribunal for an injunction restraining any person from contravening an enforcement order or an interim enforcement order.	Senior	Section 123 of the Victorian Civil and Administrative Tribunal Act 1998 applies on an application to the Tribunal.
s 129	Function of recovering penalties	All	
s 130(5)	Power to allow person served with an infringement notice further time	Senior	
s 148B	Power to apply to the Tribunal for a declaration.	Senior	
s 149A(1)	Power to refer a matter to the VCAT for determination	Senior	
s 149A(1A)	Power to apply to VCAT for the determination of a matter relating to the interpretation of a s 173 agreement	Senior	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 156	Duty to pay fees and allowances (including a payment to the Crown under s 156(2A)), and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under s 156(2B) power to ask for contribution under s 156(3) and power to abandon amendment or part of it under s 156(4)	Senior	Where Council is the relevant planning authority
s 171(2)(f)	Power to carry out studies and commission reports	Senior	
s 171(2)(g)	Power to grant and reserve easements	Senior	
s 172C	Power to compulsorily acquire any outer public purpose land that is specified in the approved infrastructure contributions plan	Senior	Where Council is a development agency specified in an approved infrastructure contributions plan
s 172D(1)	Power to compulsorily acquire any inner public purpose land that is specified in the plan before the time that the land is required to be provided to Council under s 46GV(4)	Senior	Where Council is a collecting agency specified in an approved infrastructure contributions plan
s 172D(2)	Power to compulsorily acquire any inner public purpose land, the use and development of which is to be the responsibility of Council under the plan, before the time that the land is required to be provided under s 46GV(4)	Senior	Where Council is the development agency specified in an approved infrastructure contributions plan
s 173(1)	Power to enter into agreement covering matters set out in s 174	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 173(1A)	Power to enter into an agreement with an owner of land for the development or provision of land in relation to affordable housing	Senior	Where Council is the relevant responsible authority
---	Power to decide whether something is to the satisfaction of Council, where an agreement made under s 173 of the <i>Planning and Environment Act 1987</i> requires something to be to the satisfaction of Council or Responsible Authority	Senior	The delegate must not be the author or Recommending Officer
---	Power to give consent on behalf of Council, where an agreement made under s 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	Senior	The delegate must not be the author or Recommending Officer
s 177(2)	Power to end a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	Senior	The delegate must not be the author or Recommending Officer
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	Senior	The delegate must not be the author or Recommending Officer
s 178A(1)	Function of receiving application to amend or end an agreement	All Planners	
s 178A(3)	Function of notifying the owner as to whether it agrees in principle to the proposal under s 178A(1)	All Planners	



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	All Planners	
s 178A(5)	Power to propose to amend or end an agreement	Senior	The delegate must not be the author or Recommending Officer
s 178B(1)	Duty to consider certain matters when considering proposal to amend an agreement	All Planners	
s 178B(2)	Duty to consider certain matters when considering proposal to end an agreement	All Planners	
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	All Planners	
s 178C(4)	Function of determining how to give notice under s 178C(2)	All Planners	
s 178E(1)	Duty not to make decision until after 14 days after notice has been given	All Planners	
s 178E(2)(a)	Power to amend or end the agreement in accordance with the proposal	Senior	If no objections are made under s 178D Must consider matters in s 178B The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 178E(2)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	Senior	If no objections are made under s 178D Must consider matters in s 178B The delegate must not be the author or Recommending Officer
s 178E(2)(c)	Power to refuse to amend or end the agreement	Senior	If no objections are made under s 178D Must consider matters in s 178B The delegate must not be the author or Recommending Officer
s 178E(3)(a)	Power to amend or end the agreement in accordance with the proposal	Senior	After considering objections, submissions and matters in s 178B The delegate must not be the author or Recommending Officer
s 178E(3)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	Senior	After considering objections, submissions and matters in s 178B The delegate must not be the author or Recommending Officer
s 178E(3)(c)	Power to amend or end the agreement in a manner that is substantively different from the proposal	Senior	After considering objections, submissions and matters in s 178B The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 178E(3)(d)	Power to refuse to amend or end the agreement	Senior	After considering objections, submissions and matters in s 178B The delegate must not be the author or Recommending Officer
s 178F(1)	Duty to give notice of its decision under s 178E(3)(a) or (b)	All Planners	
s 178F(2)	Duty to give notice of its decision under s 178E(2)(c) or (3)(d)	All Planners	
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	All Planners	
s 178G	Duty to sign amended agreement and give copy to each other party to the agreement	Senior	
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	Senior	The delegate must not be the author or Recommending Officer
s 178I(3)	Duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	All Planners	
s 179(2)	Duty to make a copy of each agreement available in accordance with the public availability requirements	All Planners	
s 181	Duty to apply to the Registrar of Titles to record the agreement	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 181(1A)(a)	Power to apply to the Registrar of Titles to record the agreement	All Planners	
s 181(1A)(b)	Duty to apply to the Registrar of Titles, without delay, to record the agreement	All Planners	
s 182	Power to enforce an agreement	All Planners	The delegate must not be the author or Recommending Officer
s 183	Duty to tell Registrar of Titles of ending/amendment of agreement	All Planners	
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	All	The delegate must not be the author or Recommending Officer
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	All Planners	
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	All Planners	
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	All Planners	
s 184G(2)	Duty to comply with a direction of the Tribunal	All Planners	



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 184G(3)	Duty to give notice as directed by the Tribunal	All Planners	
s 185B(1)	Duty to comply with a request from the Minister to provide the name, address, email address or telephone number of any person to whom the Minister is required to give notice	All Planners	
s 198(1)	Function to receive application for planning certificate	All	
s 199(1)	Duty to give planning certificate to applicant	All	
s 201(1)	Function of receiving application for declaration of underlying zoning	All Planners	
s 201(3)	Duty to make declaration	Senior	
-	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	Senior	The delegate must not be the author or Recommending Officer
	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	Senior	The delegate must not be the author or Recommending Officer
	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	Senior	The delegate must not be the author or Recommending Officer
-	Power to give written authorisation in accordance with a provision of a planning scheme	Senior	The delegate must not be the author or Recommending Officer



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 201UAB(1)	Function of providing the Victoria Planning Authority with information relating to any land within municipal district	All Planners	
s 201UAB(2)	Duty to provide the Victoria Planning Authority with information requested under s 201UAB(1) as soon as possible	All Planners	



PLANNING AND ENVIRONMENT REGULATIONS 2015			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS AND LIMITATIONS
r 6	Function of receiving notice, under s 19(1)(c) of the Act, from a planning authority of its preparation of an amendment to a planning scheme	All Planners	Where Council is not the planning authority and the amendment affects land within its municipal district; or Where the amendment will amend the planning scheme to designate Council as an acquiring authority.
r 21	Power of responsible authority to require a permit applicant to verify information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in an application for a permit or to amend a permit or any information provided under s 54 of the Act	All Planners	
r 25(a)	Duty to make copy of matter considered under s 60(1A)(g) in accordance with the public availability requirements	All	Where Council is the responsible authority
r 25(b)	Function of receiving a copy of any document considered under s 60(1A)(g) by the responsible authority and duty to make the document available in accordance with the public availability requirements	All Planners	Where Council is not the responsible authority but the relevant land is within Council's municipal district
r 42	Function of receiving notice under s 96C(1)(c) of the Act from a planning authority of its preparation of a combined application for an amendment to a planning scheme and notice of a permit application	All Planners	Where Council is not the planning authority and the amendment affects land within Council's municipal district; or Where the amendment will amend the planning scheme to designate Council as an acquiring authority.



PLANNING AND ENVIRONMENT (FEES) REGULATIONS 2016			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS AND LIMITATIONS
r 19	Power to waive or rebate a fee relating to an amendment of a planning scheme	All Planners	The delegate must not be the author or Recommending Officer
r 20	Power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	All Planners	The delegate must not be the author or Recommending Officer
r 21	Duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r19 or 20	All Planners	

***S18 Instrument of Sub-Delegation
under the Environment Protection Act 2017***



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



Instrument of Sub-Delegation

By this Instrument of Sub-Delegation, in exercise of the power conferred by s 437(2) of the *Environment Protection Act 2017* ('Act') and the Instrument of Delegation of the Environment Protection Authority under the Act dated 4 June 2021, 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 in column 3 of the Schedule;
2. this Instrument of Sub-Delegation is authorised by a resolution of Council passed on **22 April 2024** pursuant to a power of sub-delegation conferred by the Instrument of Delegation of the Environment Protection Authority under the Act dated 4 June 2021;
3. the delegation:
 - 3.1 comes into force immediately the common seal of Council is affixed to this Instrument of Sub-Delegation;
 - 3.2 remains in force until varied or revoked;
 - 3.3 is subject to any conditions and limitations set out in sub-paragraph 5, and the Schedule; and
 - 3.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
4. this Instrument of Sub-Delegation is subject to the following limitations:
 - 4.1 the powers, duties and functions described in column and summarised in column 2 of the Schedule are only delegated for the purpose of regulating:
 - 4.1.1 onsite wastewater management systems with a design or actual flow rate of sewage not exceeding 5000 litres on any day; and
 - 4.1.2 noise from the construction, demolition or removal of residential premises;
5. the delegate must not determine the issue, take the action or do the act or thing:
 - 5.1.1 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;
 - 5.1.2 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;
 - 5.1.3 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; or
 - 5.1.4 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 **MAROONDAH CITY COUNCIL** was affixed hereto on 22 April 2024, in accordance with resolution of Council made on 22 April 2024, in the presence of)
)
)
)

..... Councillor

..... Chief Executive Officer



SCHEDULE



ENVIRONMENT PROTECTION ACT 2017			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s 271	Power to issue improvement notice	Coordinator Development Engineering Infrastructure Compliance Officer Manager Community Safety Coordinator Community Health Team Leader Environmental Health Team Leader Immunisation Services Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringement Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer	



		Planning Compliance Officer	
s 272	Power to issue prohibition notice	Coordinator Development Engineering Infrastructure Compliance Officer Manager Community Safety Coordinator Community Health Team Leader Environmental Health Team Leader Immunisation Services Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringement Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer Planning Compliance Officer	
s 279	Power to amend a notice	Coordinator Development Engineering	



		Infrastructure Compliance Officer Manager Community Safety Coordinator Community Health Team Leader Environmental Health Team Leader Immunisation Services Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringements Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer Planning Compliance Officer	
s 358	Functions of the Environment Protection Authority	Coordinator Development Engineering Infrastructure Compliance Officer Manager Community Safety	



		Coordinator Community Health Team Leader Environmental Health Team Leader Immunisation Services Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringements Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer Planning Compliance Officer	
s 359(1)(b)	Power to do all things that are necessary or convenient to be done for or in connection with the performance of the Environment Protection Authority's functions and duties and to enable the Authority to achieve its objective.	Coordinator Development Engineering Infrastructure Compliance Officer Manager Community Safety Coordinator Community Health Team Leader Environmental Health	



		Team Leader Immunisation Services Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringements Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer Planning Compliance Officer	
s 359(2)	Power to give advice to persons with duties or obligations	Coordinator Development Engineering Infrastructure Compliance Officer Manager Community Safety Coordinator Community Health Team Leader Environmental Health Team Leader Immunisation Services	



		Environmental Health Officer Coordinator Local Laws Team Leader Parking Services Team Leader Local Laws Prosecutions Team Leader Infringements Review Officer Local Laws Officer Litter & Illegal Dumping Prevention Officer Planning Compliance Officer	
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MAROONDAH CITY COUNCIL

INSTRUMENT OF DELEGATION

TO

CHIEF EXECUTIVE OFFICER

AND

MEMBER OF COUNCIL STAFF

MAROONDAH CITY COUNCIL

Instrument of Delegation

In exercise of the power conferred by section 11(5) of the *Local Government Act 2020* and any other legislation empowering it to do so, Maroondah City Council ("Council"):

- 1. delegates to the Chief Executive Officer and Director/Chief Financial Officer the powers and functions set out in the Schedule; and
- 2. declares that:
 - 2.1 this Instrument of Delegation is authorised by a resolution of Council made on 22 April 2024; and
 - 2.2 the delegation:
 - 2.2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2.2 is subject to any conditions and limitations set out in the Schedule; and
 - 2.2.3 must be exercised in accordance with any guidelines or policies which Council from time to time adopts.

THE COMMON SEAL OF MAROONDAH CITY COUNCIL WAS AFFIXED IN THE PRESENCE OF:)
)
)

..... COUNCILLOR

..... CHIEF EXECUTIVE OFFICER

Dated this day of 2024

SCHEDULE

In respect of the Electoral Services Agreement with the Victorian Electoral Commission for the period 1 July 2024 to 30 June 2028 ("the Agreement"), the power to

1. execute the Agreement on Council's behalf;
2. execute any documents related to the Agreement on Council's behalf;
3. approve any variations under the Agreement which are not inconsistent with any directions of Council and any Budget adopted by Council;
4. administer the Agreement for and on behalf of Council including acting as the Superintendent of the Agreement; and
5. any function or power incidental to such power.

***S11A Instrument of Appointment and Authorisation
(Planning and Environment Act 1987)***



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

Council Officer Name

Service Area



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

In this instrument "officer" means -

Council Officer Name

By this Instrument of Appointment and Authorisation, Maroondah City Council -

- 1. under s 147(4) of the *Planning and Environment Act 1987* - appoints the officer to be an authorised officer for the purposes of the *Planning and Environment Act 1987* and the regulations made under that Act; and
- 2. under s 313 of the *Local Government Act 2020* authorises the officer either generally or in a particular case to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

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

This instrument is authorised by a resolution of **Maroondah City Council** on 22 April 2024.

THE COMMON SEAL of MAROONDAH CITY)
 COUNCIL was affixed hereto on 22 April 2024)
 , in accordance with the resolution of)
 Council made on 22 April 2024, in the)
 presence of:)

..... Councillor

..... Chief Executive Officer



MAROONDAH CITY COUNCIL

2021 STANDARD FORM

COMMUNITY FACILITY LEASE

This lease package is a controlled document and is one of a suite of documents used by Council when granting third parties the use of Council premises. Permission for the use of this document by Council staff must be obtained from Council's Manager Leisure & Major Facilities.

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Maroondah City Council 2021 standard community facility lease package

This lease has been developed for use in the lease of community facilities by Maroondah City Council (**Council**). It is based on a standard document prepared by Council's lawyers, modified for Council's own purposes.

The Council documents used to lease or licence the use of Council premises include:

- This standard community facility lease;
- A standard community facility licence;
- Standard documents to vary, surrender and renew community facility leases and community facility licences;
- A suite of documents relating to the seasonal allocation of Council premises (through a form of licence); and
- Overarching policy documents, including –
 - Community Facilities Occupancy policy (2021); and
 - Community Facilities Pricing policy (2020).

This community facility lease consists of two parts:

Part One – Recitals and Execution Page

The Recitals set out the factual circumstances in which the lease was entered into. They do not form an operative part of the lease (i.e. grant rights or create obligations) but Council can rely and may be able to take action based on any representations made by the tenant (usually in Recital I).

The execution page is where Council and the tenant formally sign (or execute) the lease to confirm their mutual acceptance of the terms and conditions of the lease.

Part Two – Particulars, Standard Clauses and Annexures

The Particulars are the specific details of each lease: the parties to the lease, the land being leased, the period of the lease, the rent etc. There are then 24 standard clauses which set out Council's community facility lease terms. These Particulars must be completed for the standard terms to be able to have effect.

There are four Annexures to each Council lease:

- Annexure A records any amendments to the standard clauses and includes any additional special conditions (which prevail over standard clauses).
- Annexure B inserts a plan of the premises. It is this plan that shows the specific land and buildings being leased to the tenant.
- Annexure C inserts a copy of the Ministerial Determination dated 13 October 2014¹.
- Annexure D are Council's standard documents to exercise any option to extend the term of the Lease.

¹ This Determination exempts certain Local Government leases from retail tenancy lease laws.



Part One – Recitals

- A. Maroondah City Council owns the land known as –
- a. [insert street address]
 - b. [insert title details – volume and folio]
- (Council's Land)**
- B. [insert tenant's name] (insert ABN and/or ACN) is a Not for Profit incorporated association that is registered in Victoria and operates within the municipality of Maroondah (**Tenant**).
[make sure to check the legal status of the tenant, it may be a company limited by guarantee.²]
- C. The Tenant wishes to lease part or all of the Council Land from Council.
- D. Council has granted the Tenant a lease of the part of Council's Land bounded in red on the aerial photograph or other plan shown in Annexure B of Part Two of this lease package on the terms and conditions set out in this lease (**Premises**).
- E. Located on the Premises are the following Council assets –
Example ONLY – please modify as required
1. Kindergarten building
 2. Arrabri Shade Sail (Blue) Over Play Equipment,
 3. Arrabri Kinder, Storage Shed – Adjacent to Building,
 4. Arrabri Kinder, Water Tank, (playground)
- F. Located on the Premises are the following assets not owned by Council: the Tenant's property
- G. Subject to the terms of this lease, the Tenant has the exclusive use of the Premises and all Council assets located on the Premises.
- H. The purpose of Council granting this lease to the Tenant is to enable the Tenant to carry on the activities normally associated with a soccer club (cricket etc.)
- I. In granting this lease to the Tenant, the Tenant acknowledges it has made and Council has relied upon the following representations –
1. The Premises will only be used for Not for Profit purposes and not for any commercial purposes;
 2. The Tenant will only use the Premises in a manner that complies with the terms and conditions of this lease;
 3. The Tenant is financially sound and will be able to pay its rent and all other of its debts as and when they fall due; and
 4. The Tenant has disclosed to Council all matters about the Tenant and about this lease known by the Tenant which may materially affect either Council's decision to grant this lease to the Tenant or the terms of this lease.

² Council generally does not lease premises to individuals, unincorporated associations, partnerships or similar.



Part One – Execution Page

The Council leases the Premises to the Tenant subject to the terms contained in this Lease.

This Lease is executed as a deed on the _____ day of _____ 20

The Common Seal of Maroondah)
City Council was affixed in the)
presence of:)

..... Councillor

..... Chief Executive Officer

Dated this day of 20

Executed for and on behalf of [insert)
name of Tenant] in accordance with its)
Constitution by:)

(Signed).....

..... PRINT name and position held

(Signed).....

..... PRINT name and position held

Dated this day of 20



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Part Two – Standard terms of Maroondah City Council community facility lease

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Authorised by: **Manager, Leisure**

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Eclip ref:



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Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	[Insert the name of Tenant, its ACN if a company or its association number if an incorporated association, its ABN and its address including email address]
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume [Volume] folio [Folio] and known as [Insert address of Premises]
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	[Insert]
Item 6.	Term: (Clause 1)	[Insert] years
Item 7.	Further Term(s): (Clause 1 & 3.2)	[Insert the number of Further Terms] further term(s) of [Insert length of each Further Term] year(s) [If there are no Further Terms, insert 'Not applicable']
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	[If there are any Further Terms, insert the dates that are 6 months and 3 months prior to the expiry of the Term and each Further Term. If there are no Further Terms, insert 'Not applicable']
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$[Insert] incl GST Year 2: \$[Insert] incl GST Year 3: \$[Insert] incl GST Year 4: \$[Insert] incl GST Year 5: \$[Insert] incl GST The Rent is payable annually in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	[To be determined by Council if the option is exercised]



Particulars (continued)

- | | |
|---|--|
| Item 11. Security Deposit:
(Clause 1 & 8.1) | \$1,000 plus GST |
| Item 12. Community Use:
(Clause 1 & 14.1) | The carrying on of Not for Profit activities normally associated with a soccer club (cricket, boxing etc.) |
| Item 13. Hours of Use
(Clause 14.4) | [If no set hours are to be prescribed, insert 'Not applicable' and delete clause 14.4 of this Lease (by noting this in section one of Annexure A)] |
| Item 14. Special Conditions:
(Clause 1 & 22.6) | The Special Conditions in section two of Annexure A form part of this Lease. |
| Item 15. Changes to Council's standard terms:
(Clause 23.6) | The following standard clauses have been amended (as set out in section one of Annexure A): <ul style="list-style-type: none">▪ [##insert] |



1. Definitions

In this Lease unless expressed or implied to the contrary³:

AGM Report means the annual report submitted by the Tenant to its Annual General Meeting.

Child Safe Policy means a child safety policy maintained by the Tenant from time to time including but not limited to WWC Checks.

Commencement Date means the date specified in Item 5.

Community Use means the permitted use of the Premises specified in Item 12 which falls within the uses specified in the Determination.

Council means Maroondah City Council as stated in Item 1 and includes the Council's successors and assigns and where it is consistent with the context includes the Council's employees and agents.

Council's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by the Council during the Term.

CPI means the Consumer Prices Index – All Groups (Melbourne) or agreed equivalent

Determination means the Ministerial Determination dated 13 October 2014, a copy of which is attached at Annexure C.

Financial Year means a period of twelve months commencing on 1 July of each year and ending on 30 June of the following year.

Further Term means the further term(s) specified in Item 7.

Hours of Use means the hours specified in Item 13.

Item means an item in the Particulars to the Lease.

Land means the land specified in Item 3.

Lease means this Lease.

Lettable Area(s) means the lettable area of the Land assessed for Rates and Taxes as determined by a surveyor engaged by the Council.

Maintenance Schedule means the schedule published on Council's internet website⁴ which sets out the repair and maintenance responsibilities of the parties to the Lease.

Municipal Emergency Management Plan means the management plan prepared by Council and other agencies that is applied in the event of an emergency.

³ Note: clause, Particular and annexure are defined in clause 23.5.1.

⁴ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version (if any).



Not for Profit means:

- (i) an individual who is not conducting activities for the purposes of deriving a financial return for themselves or anyone else; or
- (ii) an organisation that exists exclusively for charitable purposes or as an amateur sporting group, arts, craft or other special interest group established for the benefit of the community of the Maroondah City Council and which is primarily run by voluntary staff and/or a committee; or
- (iii) an organisation which provides services to the Maroondah community, consisting of primarily paid staff and which returns all profits into the operation of the organisation to carry out its purposes.

Part means one of the two (2) parts to this Lease, which collectively constitute and form the terms of this Lease.

Premises means the premises specified in Item 4 and includes the Council's Fixtures.

Rates and Taxes means the rates, taxes, charges and levies specified in clause 6.1.

Rent means the amount specified in Item 9 as reviewed, adjusted or increased under this Lease.

Security Deposit means a Security Deposit for the amount specified in Item 11.

Services refers to utilities in connection with the Premises including but not limited to electricity, gas, water, telephone, internet and cable communications or entertainment services.

Special Conditions means the conditions referred to in Item 14.

Tenant means the Tenant specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all property in the Premises including all fixtures and fittings owned or leased by the Tenant but excluding the Council's Fixtures.

Term means the term specified in Item 6 and includes any period of overholding.

WS Act means the *Worker Screening Act 2020 (Vic)*

WWC means Working with Children.

WWC Check means checks conducted by the Tenant and issued by the Department of Justice and Community Safety pursuant to the WS Act.

2. Compliance with *Local Government Act 2020 (Vic)*

Where applicable, the grant of this Lease is subject to the Council giving notice of its intention to grant this Lease and resolving to grant this Lease pursuant to the requirements of the *Local Government Act 2020 (Vic)*.



3. Duration of the Lease

3.1 Term

This Lease is for the Term starting on the Commencement Date.

3.2 Option for a Further Term

The Council will agree to the Lease being extended for the Further Term if the Tenant:

- 3.2.1 gives the Council written notice in a form similar to the relevant letter in Annexure D asking to exercise the option to extend the term of the Lease, provided such notice is given not earlier than 6 months nor later than 3 months before the end of the Term (the first and last dates for exercising the option for the Further Term are specified in Item 8);
- 3.2.2 has remedied any breach of this Lease of which the Tenant has received written notice from the Council;
- 3.2.3 has not persistently defaulted under this Lease where the Council has given written notice of the defaults; and
- 3.2.4 complies with all reasonable requirements of the Council.

3.3 Process to exercise an option for a Further Term

The process to exercise an option for a Further Term once Council has received the written request from the Tenant's pursuant to clause 3.2.1 above is –

- 3.3.1 Council will advise the Tenant in writing whether Council agrees to the option for the Further Term being exercised⁵;
- 3.3.2 If Council agrees to the option being exercised, then Council will send the Tenant an exercise of option agreement in a form similar to the relevant letter in Annexure D; and
- 3.3.3 The Tenant must then execute the exercise of option agreement and return it to the Council within 28 days of receipt failing which the option lapses at Council's discretion. If an option for a Further Term lapses, then Council will confirm same to the Tenant in writing⁶.

3.4 Commencement and terms of the Further Term

Where an option for a Further Term has been exercised then the Further Term will commence on the day after the initial Term ends and operates on the same terms and conditions as the initial Term save that

- 3.4.1 there will be with no option for a Further Term where the last option for a Further Term has been exercised; and
- 3.4.2 the Rent for the Further Term will be the Rent stated in Item 10.

⁵ If the Tenant has complied with the four requirements of clause 3.2 then Council is required to agree to the option being exercised. The option is the Tenant's, not Council's.

⁶ This signed letter of agreement is the formal documentation confirming the lease has been extended for the Further Term. It should be added to both parties' copy of the Lease. Council does not execute a new lease when an option is exercised.



3.5 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Council:

- 3.5.1 the Tenant occupies the Premises subject to the same terms and conditions contained in this Lease;
- 3.5.2 the Council or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time; and
- 3.5.3 the Council may increase the Rent and the amount of any Security Deposit by giving the Tenant one month's written notice and those increases will apply from the end of the notice, even where the Tenant has already paid Rent further in advance.

4. Payment of Rent

The Tenant must pay the Rent to the Council in the manner specified by the Council in Item 9.

5. Rent for any Further Term

The Rent for any Further Term will be set for each year of the Further Term by Council prior to the Further Term commencing. The Rent will be determined by the application of any relevant policy adopted by Council or by reference to the historical and expected future movement in the CPI rounded up or down to the nearest \$50 or \$100 as Council reasonably determines.

6. Outgoings

6.1 Rates and Taxes

Subject to clause 6.2, the Tenant must pay to the Council, or the relevant authority 100% of the following:

- 6.1.1 water rates and charges, including water usage charges;
- 6.1.2 sewerage and drainage rates and charges;
- 6.1.3 essential safety measures (if applicable);
- 6.1.4 land tax (assessed on a single holding basis) (if applicable); and
- 6.1.5 all other rates, taxes, charges and levies assessed in connection with the Premises save that the Tenant will not be required to pay for the waste collection services set out in clause 18.7 that Council will provide.



6.2 Proportion of Rates and Taxes

If any Rates and Taxes are not separately assessed in connection with the Premises, the Tenant must pay to the Council within 30 days of demand the proportion of the Rates and Taxes that the area of the Premises bears to the total Lettable Area assessed.

6.3 Receipt for Payment

The Tenant must provide to the Council receipts for any Rates and Taxes paid by the Tenant within 30 days of request by the Council.

7. Other expenses

7.1 Services

The Tenant must, by the due date specified on the demand, pay for all Services in connection with the Premises, and where any Service is not separately metered, the Tenant must pay for a reasonable proportion of those Services as determined by Council, acting reasonably.

7.2 Costs and Duty

The Tenant must pay to the Council within 30 days of demand:

- 7.2.1 Council's reasonable costs of preparing, negotiating and finalising this Lease;
- 7.2.2 the stamp duty payable on this Lease (including penalties and fees) (if any);
- 7.2.3 the Council's reasonable costs in considering the granting of any consent or approval under this Lease (regardless of whether the Council actually gives such consent or approval);
- 7.2.4 the Council's architects or contractor's fees payable pursuant to clause 11.3;
- 7.2.5 the Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant; and
- 7.2.6 the Council's reasonable costs in the exercise or attempted exercise by the Council of any right or remedy against the Tenant.

8. GST

8.1 Definitions

In this clause:

- 8.1.1 words and expressions that are not defined in this Lease, but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 8.1.2 GST Law has the meaning given to that term in the A New Tax System (*Goods and Services Tax*) Act 1999.



8.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Lease in relation to any supply is exclusive of GST.

8.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Lease (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

8.4 Payment of GST

Subject to clause 8.3 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Lease.

8.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 8.4.

8.6 Reimbursements

If this Lease requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

8.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

8.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Lease:

8.7.1. the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

8.7.2. any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

9. Security Deposit

9.1 Council's Right to Use Security Deposit

The Council may call up payment of the Security Deposit required by clause 9.2 if the Tenant does not comply with any of its obligations under this Lease.

9.2 Delivery of Security Deposit

The Tenant must:

9.1.2 pay to the Council the Security Deposit by way of bank cheque together with the Tenant's tax file number on or before the Commencement Date; or



- 9.1.3 if the Council requires, deliver to the Council a bank guarantee for an amount equal to the Security Deposit (the bank guarantee must be on terms acceptable to the Council acting reasonably) on or before the Commencement Date; and
- 9.1.4 pay any additional amount towards the Security Deposit within 14 days of demand to maintain the Security Deposit at the required level.

9.3 Tenant to replace Security Deposit

The Tenant must, within 14 days of demand, replace any amount of the Security Deposit used by the Council (including providing a replacement or additional bank guarantee).

9.4 Return of Security Deposit

The Council must, if the Tenant has complied with all of its obligations under this Lease, return the Security Deposit to the Tenant within 60 days of the end of this Lease.

9.5 Sale of the Land

The Tenant must provide the Security Deposit to any future owner of the Land if this Lease continues beyond the sale of the Land.

10. Payment requirements

10.1 No Deduction or Right of Set-off

The Tenant must pay all amounts due under this Lease to the Council (including the Rent and Rates and Taxes) without deduction or right of set-off.

10.2 Interest on Late Payments

The Tenant must pay to the Council on demand interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Tenant under this Lease and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due.

10.3 Payment after Termination

The Tenant must:

- 10.3.1 make all payments due under this Lease; and
- 10.3.2 provide all information to the Council under this Lease to calculate any such payments,

even if this Lease has ended.

10.4 Method of payment

The Tenant must make all payments under this Lease in such manner as the Council reasonably requires, which may include by electronic funds transfer or direct debit.



11. Repairs, Refurbishment and Alterations

11.1 Repairs and Maintenance

11.1.1 The Tenant must maintain⁷ and repair the Premises in accordance with Maintenance Schedule, published on Council's internet website. For the sake of certainty, the Tenant's obligations as set out in the Maintenance Schedule from time to time form part of its obligations under this Lease.

11.1.2 Without limiting clause 11.1.1, the Tenant must:

- (a) keep the Premises and the Tenant's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;
- (b) keep the Premises in the same condition as it was in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted);
- (c) pay to Council any costs incurred by Council in maintaining, repairing or replacing items in the Premises that are damaged, worn or destroyed with items of at least the same quality which are:
 - (i) the Tenant's responsibility under the Maintenance Schedule; or
 - (ii) not listed on the Maintenance Schedule,

and which are not maintained, repaired or replaced by the Tenant as required under this Lease⁸;

- (d) make good any damage caused to any adjacent property by the Tenant;
- (e) take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises or to any person;
- (f) give the Council prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person or property in or near the Premises; and
- (g) comply with the procedures for maintenance and repairs set out in Council's Community Facilities Occupancy Policy (provided a copy is given to the Tenant) to the extent that Policy is not inconsistent with this Lease.

11.2 Electrical Equipment

The Tenant must ensure that all electrical equipment and appliances are inspected, tested and tagged in accordance with, and as often as required by, the standards contained in the Standard Inspection and Testing AS/NZS 3760.

⁷ Maintenance includes the regular servicing of specific items such as air conditioners, heaters, dishwashers and the like.

⁸ As the failure to repair or replace is a breach of this Lease then Council can immediately access the Tenant's Security Deposit, if there is one, rather than making demand for payment from the Tenant. Refer to clause 9.2.



11.3 Alterations to Premises

The Tenant must ensure any alterations or works to the Premises, any services to the Premises or the Tenant's Property are carried out strictly in accordance with the process set out in Council's policy for alterations to premises under a community facilities lease published on Council's internet website⁹.

The Tenant is not required to seek the Council's consent to making any alterations to the display of the Tenant's property in the Premises.

11.4 Not Interfere with Services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas and water.

11.5 Defacing Premises

The Tenant must not deface or damage the Premises (including drilling holes in the Premises) except where approved by the Council in accordance with clause 11.3.

11.6 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 14 days of receiving written notice from the Council to do so, then the Council may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant further reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to the Council on demand¹⁰.

11.7 Repairs to Council's Fixtures

The Tenant must reimburse the Council for the cost of any repairs to the Council's Fixtures within 14 days of demand¹¹.

12. Insurance¹²

12.1 Public Liability and Glass Insurance

12.1.1 The Tenant must throughout this Lease maintain insurance, in the name of the Tenant and with Council named as an interested party for:

- (a) public liability for the amount of \$20 million for each single event (or such greater sum as reasonably required by the Council); and
- (b) any windows and any other glass in the Premises for their full replacement value

⁹ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version. A policy titled 'Process for a tenant carrying out any alterations or works to the Premises' was published in 2013.

¹⁰ As the failure to repair or maintain is a breach of this Lease then Council can immediately access the Tenant's Security Deposit, if there is one, rather than making demand for payment from the Tenant. Refer to clause 9.2.

¹¹ A failure to reimburse entitles Council to access the Tenant's Security Deposit, if there is one. Refer to clause 9.2.

¹² Insurance of Council buildings and improvements (e.g. tennis courts, baseball fields, soccer fields etc) and Council's fixtures (generally anything fixed to the building or improvement) are Council's responsibility. Tenants are not required to insure these.



12.1.2 The Tenant acknowledges that the insurance set out in clause 12.1.1(a) must extend to the whole of the Premises and all activities of the Tenant including the activities of any volunteers and invitees of the Tenant.

12.2 Tenant's Property

The Tenant must insure the Tenant's Property for loss and damage from risks including fire and water damage for its full replacement value.

12.3 Payment and Production of Policies

The Tenant must pay all insurance premiums on or before the due date for payment and produce to the Council copies of the certificate of currency at any time on reasonable request.

12.4 Not Invalidate Policies

The Tenant must:

12.4.1 not do anything which may make any insurance effected by the Council or the Tenant invalid, capable of being cancelled (by the insurer) or rendered ineffective, or which may increase any insurance premium payable by the Council; and

12.4.2 pay any increase in any insurance premium payable by the Council where such increase has been caused by the Tenant's act, default or use of the Premises.

12.5 Requirements by Insurer

The Tenant must comply with all reasonable requirements of the Council's insurer in connection with the Premises.

12.6 Other Insurance

The Tenant must, at its cost, effect and maintain workers' compensation insurance for its employees, to the reasonable satisfaction of Council.

13. Release, Indemnity, Compensation and Liability

13.1 Release

The Tenant uses and occupies the Premises at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Council's negligence.

13.2 Indemnity

The Tenant must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the Premises and the use and occupation of the Premises by the Tenant. The Tenant's liability to indemnify the Council will be reduced proportionally to the extent that the Council's negligence contributed to the loss or liability.



13.3 No Compensation

The Council is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 13.3.1 any damage to the Premises;
- 13.3.2 the failure of the Council's Fixtures or any plant and equipment (including air conditioning and water or other heaters) to operate properly;
- 13.3.3 the interruption or damage to any services (including electricity, gas or water) to the Premises; and
- 13.3.4 the overflow or leakage of water in the Premises.

13.4 No Liability

The Tenant acknowledges and agrees that the Council will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Lease) for any acts or omissions of the Council undertaken in any capacity including (but not limited to) in exercising any powers under the *Local Government Act 2020* (Vic) or the *Planning and Environment Act 1987* (Vic) except nothing in this clause releases Council from any obligations it owes to the Tenant under this Lease in its capacity as the owner of the Premises.

14. Community Use

14.1 Permitted Use

- 14.1.1 The Tenant must use the Premises for the Community Use and not use the Premises for any other purpose, with the intention being that the Tenant will maximise community use of the Premises within the **Community Use**.
- 14.1.2 If there are times where the Tenant is not using all or part of the Premises for the Community Use, then subject to clause 16 and Special Condition 2, Council may permit the Tenant to make the Premises or part thereof available for use or hire by other organisations, community groups or individuals in the wider Maroondah community ("the Hirer") who shall use the Premises in a manner that reflects the best fit with the Community Use, the needs of the intended Hirer and the other terms of this Lease.

14.2 No Warranty

The Tenant:

- 14.2.1 acknowledges that the Council does not represent that the Premises are suitable for the Community Use; and
- 14.2.2 must make its own enquiries as to the suitability of the Premises for the Community Use.

14.3 Illegal Purpose

The Tenant must not use the Premises for any illegal purpose or carry on a noxious or offensive activity on the Premises.



14.4 Hours of Use

The Tenant:

- 14.4.1 must only use the Premises during the Hours of Use set out in Item 13;
- 14.4.2 may use the Premises outside the Hours of Use if the Tenant complies with all laws and first obtains:
 - (a) the written consent¹³ of the Council; and
 - (b) any permits and consents required for such use at the Tenant's cost and provides copies of any such permits or consents to the Council upon request; and
 - (c) pays any additional costs incurred by Council in allowing the Premises to be used outside of the Hours of Use.

15. Other obligations concerning the Premises

15.1 Compliance with Laws

The Tenant must comply with all laws and any requirements of any authority in connection with the Premises and the Tenant's use and occupation of the Premises including but not limited to, any requirements of the *Equal Opportunity Act 2010* (Vic), *Occupational Health and Safety Act 2004* (Vic), *Accident Compensation Act 1985* (Vic), *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), *Worker Screening Act 2020* (Vic) and the *Workers Compensation Act 1958* (Vic) if applicable, except the Tenant will not be required to carry out any structural works unless the need for such works arises from:

- 15.1.1 the negligent act or omission of the Tenant;
- 15.1.2 the failure by the Tenant to comply with its obligations under this Lease; or
- 15.1.3 the Tenant's use of the Premises.

15.2 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent¹⁴ of the Council before varying any licence or permit or applying for any new licence or permit.

15.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

- 15.3.1 cause a nuisance or interfere with any other person; or
- 15.3.2 be dangerous or offensive in the Council's reasonable opinion.

¹³ Clause 23.8 provides how Council can exercise this consent right.

¹⁴ Clause 23.8 provides how Council can exercise this consent right.



15.4 Security

The Tenant must:

- 15.4.1 keep the Premises secure at all times when the Premises are not being used by the Tenant;
- 15.4.2 comply with any building security policy or procedure, key policy or procedure or similar policy or procedure published by Council on its internet website¹⁵;
- 15.4.3 not have additional keys cut or install any security system without the prior written consent¹⁶ of Council. The Tenant acknowledges that the Council may (in granting such consent) require the Tenant to provide Council with any access codes, cards or key servicing the Premises. If the Tenant fails to comply with any such condition Council may remove or temporarily or permanently disable the security system servicing the Premises at the Tenant's cost;
- 15.4.4 be able, at all times, to identify the person in possession of any key issued to the Tenant by Council. If the Tenant is not able to identify such persons to Council's reasonable satisfaction then, in addition to any other rights or remedies under this Lease, Council reserves the right to change the locks and re-key the Premises and issue new keys, the costs of which becomes a debt due and payable to Council by the Tenant upon the written demand of Council;
- 15.4.5 pay the cost of all security attendance at the Premises unless a police report is produced, or panel fault is identified;
- 15.4.6 ensure all alarm codes are kept secure and that all alarms are in good working order¹⁷ and are properly de-armed during the Tenant's use of the Premises and re-armed after the Tenant's use of the Premises. If any Council officer, contractor or an emergency service, including, but not limited to a fire brigade, attends the Premises in response to an alarm that is triggered other than in an emergency situation, then the Tenant will be responsible for paying directly or reimbursing Council in respect of any cost or payment that must be made to the Council officer, contractor and/or emergency service as a result.

15.5 Signs

The Tenant must seek the prior written consent¹⁸ of the Council before displaying or affixing any signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.

15.6 No Smoking

The Tenant must:

- 15.6.1 not permit any smoking in the Premises; and
- 15.6.2 display 'no smoking' signs in the Premises if requested by the Council.

¹⁵ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version. A policy titled 'Maroondah Key Policy 2012' was published in 2013.

¹⁶ Clause 23.8 provides how Council can exercise this consent right.

¹⁷ Council, at its cost, will undertake regular inspection and maintenance of Council provided security systems. If there is any fault in a security system, the Tenant is to promptly inform Council so an inspection can be undertaken.

¹⁸ Clause 23.8 provides how Council can exercise this consent right.



15.7 Reputation

The Tenant shall not, and shall ensure that its employees, agents, volunteers, participants and any other people representing the Tenant (other than mere attendees) shall not, do anything which brings, or would be likely to bring, either the Council or the Tenant into disrepute, harm the reputation or interests of the Council or which could reasonably be expected to lead to unwanted or unfavourable publicity to the Council.

15.8 Vacation of Premises

The Tenant must not leave the Premises vacant for more than 45 continuous days without the prior written consent¹⁹ of Council.

15.9 Emergency Procedures

The Tenant must:

- 15.9.1 keep a fully stocked first aid kit at the Premises and replenish it when required;
- 15.9.2 establish and display an emergency evacuation plan, and test the utility of any such evacuation plan, at regular intervals during each year of the Term; and
- 15.9.3 only use emergency equipment at the Premises for genuine emergencies and must promptly inform Council if emergency equipment is utilised by the Tenant and the reasons for such utilisation. If Council is of the view that the emergency equipment has been properly and reasonably used, then Council will replenish the emergency equipment at Council's cost. However, if Council is not satisfied that the emergency equipment has been properly and reasonably used for an emergency, then the Tenant will be responsible for replenishing the emergency equipment at the Tenant's cost.

15.10 Heavy Objects and Flammable Substances

The Tenant must not:

- 15.10.1 store any flammable or explosive substances in the Premises unless they are required for the Community Use; or
- 15.10.2 store any unreasonably heavy objects in the Premises or store anything likely to damage the Premises.

Where flammable or explosive substances are stored in the Premises not in breach of this Lease, then the Tenant must give Council written notice of same including details of the substances, their volume, storage container and location.²⁰

15.11 Television and Radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Premises without obtaining the prior written consent²¹ of the Council.

¹⁹ Clause 23.8 provides how Council can exercise this consent right.

²⁰ This notification enables Council to determine whether additional safety measures, such as emergency services warning signs, are required for the Premises. If there are any questions or concerns about chemicals in the Premises, then Tenants are encouraged to contact Council so Council's corporate occupational health and safety adviser can review the circumstances and situation.

²¹ Clause 23.8 provides how Council can exercise this consent right.



15.12 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of the Council may endanger the Premises or be a risk to any person or property.

15.13 Tenant's Employees

The Tenant must use all reasonable endeavours to ensure that the Tenant's employees, agents, contractors and invitees observe and comply with the Tenant's obligations under this Lease, where appropriate.

15.14 Animals

The Tenant must not allow any animals other than assistance dogs to enter the Premises, unless the animals are required for or part of the Community Use of the Premises.

15.15 Auction Sales

The Tenant must not conduct or allow to be conducted any auctions, garage sales, car boot sales, fetes or similar activities without the prior written consent²² of Council.

15.16 Liquor Licence

The Tenant must:

- 15.16.1 seek the prior written consent²³ of the Council before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) ("Licence or Permit"), or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- 15.16.2 produce the Licence or Permit to the Council for inspection upon demand;
- 15.16.3 comply with any conditions of the Licence or Permit imposed by the Council;
- 15.16.4 comply with all conditions of the Licence or Permit and all laws relating to the Licence or Permit;
- 15.16.5 not allow the Licence or Permit to be cancelled or suspended;
- 15.16.6 renew the Licence or Permit and notify the Council in writing within 14 days of the renewal;
- 15.16.7 promptly notify the Council in writing if the Licence or Permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the Licence or Permit;
- 15.16.8 indemnify the Council for any damages or costs incurred in relation to the Licence or Permit or a breach of this clause by the Tenant; and
- 15.16.9 surrender the Licence or Permit within 21 days of receiving a written notice from the Council, which the Council may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

²² Clause 23.8 provides how Council can exercise this consent right.

²³ Clause 23.8 provides how Council can exercise this consent right.



15.17 Gambling

- 15.17.1 The Tenant must not conduct any form of gambling on or associated with the Premises, whether such gambling requires a permit or licence or not, without the prior written consent²⁴ of Council.
- 15.17.2 The Tenant must not apply for a licence or permit pursuant to the *Gambling Regulation Act 2003* (Vic) (GRA) without the prior written consent of Council.
- 15.17.3 The Tenant must provide a copy of any licence or permit issued pursuant to the GRA to Council.

15.18 Tenant Membership

The Tenant will:

- 15.18.1 permit residents and ratepayers of the municipality of Maroondah to become members of the Tenant upon satisfying the Tenant's reasonable requirements for membership;
- 15.18.2 upon demand, inform the Council of the overall number of members of the Tenant and the number of Maroondah residents that are members of the Tenant; and
- 15.18.3 within 7 days of demand, provide the Council with access to all necessary documents to enable the Council to verify the membership of the Tenant. For the sake of clarity, Council will not copy or record the personal details of any member of the Tenant during any verification inspection.

15.19 Tenant Reporting Obligations

The Tenant must give Council by no later than the last day of February each year the following reports for the just completed (preceding) Financial Year:

- 15.19.1 an audited financial report or review (as per the requirements of the *Associations Incorporation Reform Act 2012* (Vic)) including a statement of assets and liabilities and profit and loss statement for the Tenant; or
- 15.19.2 if an audited report is not legislatively required, then a copy of the AGM Report together with any additional information requested by Council from time to time; and
- 15.19.3 a written report in a format similar to the template report for Tenants that Council makes available on its internet website²⁵ and, as a minimum, detailing:
 - (a) If not comprised within the AGM report, the activities conducted by the Tenant during the preceding year and, where applicable, a list of the groups which have used the Premises;
 - (b) the elected office bearers of the Tenant for the next year;
 - (c) if requested in writing by Council, any significant or cyclical maintenance of the Premises undertaken by the Tenant in accordance with the Maintenance Schedule or otherwise;

²⁴ Clause 23.8 provides how Council can exercise this consent right.

²⁵ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version



- (d) a current list of each person who holds a key to the Premises including a reference to the key number (if any) allocated to the key by Council;
- (e) If requested in writing by Council, annual reports of all OH&S incidents (including near misses and those causing injury) arising on, in or near the Premises or in connection with the Tenant's use of the Premises;
- (f) a copy of the Tenant's Child Safe policy and record of all employees, contractors and volunteers;
- (g) copies of current permits and licences required for the conduct of the Tenant's business from the Premises; and
- (h) copy Certificate of Currency of Insurance current as at the date of submitting the report;
- (i) if requested in writing by Council, a report on the current number of active members of the Tenant and how many of the active members live within the municipality of Maroondah.

15.19.4 Notwithstanding clause 15.19.3(e), the Tenant shall report to Council all OH&S incidents (including near misses and those causing injury) arising on, in or near the Premises or in connection with the Tenant's use of the Premises immediately such incident occurs.

15.20 Working with Children Checks and Child Safety

- 15.20.1 The Tenant shall do all such acts and things as may be required to comply with the WS Act. In particular, the Tenant must at all times maintain an up to date Child Safe Policy and ensure compliance by itself and all current and prospective employees, contractors, volunteers and participants, who are or shall be engaged in activities where children would be expected to be present. Participants refers to training, playing, assisting, mentoring, coaching or other work (excluding incidental or occasional contact with children), whether paid or volunteer; but does not include barrack or attend.
- 15.20.2 The Tenant agrees that it shall maintain an up to date register of WWC Checks for all employees, contractors and volunteers and shall, in addition to its reporting obligations in clause 15.20, submit a copy of the register to Council at any time upon reasonable request.
- 15.20.3 The Tenant warrants that it shall implement and maintain at all times the Child Safe Standards as prescribed in the National Principles for Child Safe Organisations (if applicable).²⁶
- 15.20.4 This clause does not apply if the Tenant's activities do not include children as participants, spectators or bystanders.

²⁶ The Child Safe standards can be found on the <https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/> website



15.21 Determination Warranty and Obligations

15.21.1 The Tenant acknowledges that the Council has entered into this Lease on the basis that the Tenant warrants that:

- (a) the Tenant is a body corporate that exists for the purposes of providing community or similar facilities or promoting community objectives and that it applies its profits in promoting its objects and prohibits payment of any dividend or amount to its members; and
- (b) accordingly, pursuant to the Determination, the *Retail Leases Act 2003* (Vic) does not apply to this Lease.

15.21.2 The Tenant warrants that its constitution or rules of association prohibit payment of any dividend, benefit or other amount to its members.

15.21.3 The Tenant agrees and acknowledges that during the Term and any further term:

- (a) it must apply any profits that it receives in promoting its objects;
- (b) it must not amend its rules or its constitution without the prior written consent²⁷ of Council; and
- (c) it must provide a copy of its constitution or rules to Council within 7 days of the Commencement Date and otherwise upon demand by Council.

15.22 Tax Exempt

The Tenant must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cth). Dealing with Interest in the Premises

16. Dealing with Interest in the Premises

16.1 No Parting with Possession

16.1.1 Subject to clause 14, the Tenant must not give up possession of the Premises including assigning this Lease, subleasing the Premises or granting to any person a licence in respect of the Premises, without the prior written consent²⁸ of Council.

16.1.2 For the sake of certainty, having regard to the positive obligation of the Tenant to maximise community use of the Premises under clause 14.1, Council permits the temporary hiring of the Premises on a regular or casual basis pursuant to Special Condition1 of this Lease.

²⁷ Clause 23.8 provides how Council can exercise this consent right.

²⁸ Clause 23.8 provides how Council can exercise this consent right.



16.2 Change in Shareholding

If the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as such control existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be a novation or assignment of this Lease. Before any such novation or assignment of this Lease can be effective and binding upon the Council the Tenant must seek the Council's prior written consent²⁹.

16.3 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

17. Tenant's obligations at the end of this Lease

17.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 17.1.1 vacate the Premises and give the Premises back to the Council in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 17.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises in the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 17.1.3 give to the Council all keys and other security devices for the purposes of obtaining access to and securing the Premises.

17.2 Tenant's Property Left in Premises

Anything left in the Premises after 7 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of the Council and may be kept or removed or disposed of (including being sold by private sale) by the Council at the Tenant's cost and at the Tenant's risk.

18. Council's rights and obligations

18.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, the Council must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

²⁹ Clause 23.8 provides how Council can exercise this consent right.



18.2 Alterations to the Premises

The Council may carry out any works, alterations, renovation or refurbishment of the Premises which may include extending or reducing any buildings on the Premises at any reasonable time after giving the Tenant reasonable notice of any work proposed pursuant to this clause.

18.3 Dealing with the Land

The Council may:

- 18.3.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises;
- 18.3.2 install, repair and replace pipes, cables and conduits in the Premises; and
- 18.3.3 use the roof and external walls of the Premises for any purposes the Council determines.

18.4 Entry by Council

The Council may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 18.4.1 inspect the condition of the Premises;
- 18.4.2 rectify any default by the Tenant under this Lease;
- 18.4.3 carry out any inspection, repairs, maintenance, works or alterations in the Premises which the Council decides to or is required to carry out by any law or authority.

For the purposes of this clause, where the Tenant has previously lodged a maintenance request and Council is entering the Premises to action that request, then prior notice of entry from Council to the Tenant is not required.

The Council must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising the Council's rights under this clause.

18.5 Emergency Entry, Municipal Emergencies and Disasters

- 18.5.1 The Council may enter the Premises at any time without giving notice to the Tenant in an emergency.
- 18.5.2 If the Council's Municipal Emergency Management Plan or Business Continuity Plan (or equivalent plans however titled) is activated then, notwithstanding any other provision of this Lease, Council reserves the right to enter and assume control of part or all of the Premises for emergency management or business continuity purposes for as long as is reasonably needed.
- 18.5.3 If Council assumes control of the Premises pursuant to clause 18.5.2 then Council must:
 - (a) use reasonable efforts to secure and protect the Tenant's Property, including data and confidential/personal information;
 - (b) return the Premises to the Tenant in the same condition that the Premises were in when Council assumed control of the Premises;



- (c) acting in good faith, pay a reasonable proportion of any Rates and Taxes or Services assessed to the Premises during the period of the Council's occupation of the Premises; and
- (d) reduce the Rent on a proportionate basis during the Council's occupation of the Premises.

18.5.4 The Tenant acknowledges and agrees that under no circumstance will the Tenant hinder the Council's use of the Premises or the Council's ability to respond to or deal with a municipal emergency or business continuity situation.

18.6 Reletting and Sale

The Council may:

- 18.6.1 once the Tenant has indicated that they will not exercise the option for a further term, affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant during the 6 months prior to the end of the Term (except where the Tenant has validly exercised an option for a Further Term); and
- 18.6.2 affix a 'For Sale' sign on the Premises and show the Premises to intending purchasers of the Premises at any reasonable time upon reasonable notice to the Tenant during the Term.

Any sign erected by the Council must not unreasonably interfere with the Tenant's use and occupation of the Premises.

18.7 Waste services

Council will provide, without charge to the Tenant, two (2) two hundred and forty (240) litre waste bins and two (2) two hundred and forty (240) litre recyclables bins for the use of the Tenant in accordance with Council's waste collection practices current at the time. Any additional waste collection services that Council agrees to provide will be provided at the Tenant's cost.

19. Termination of Lease

19.1 Re-entry

The Council may re-enter the Premises and terminate this Lease if:

- 19.1.1 any part of the Rent is in arrears for 30 days (whether or not the Council has demanded payment);
- 19.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from the Council; or
- 19.1.3 any funding or service agreement between Council and the Tenant ends.



19.2 Damages following Determination

If this Lease is terminated by the Council, the Tenant agrees to compensate the Council for any loss or damage the Council suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term.

19.3 Essential Terms

The essential terms of this Lease are clauses 3, 4, 6.1, 7, 8, 9, 11.1, 11.3, 11.7, 12, 14.1, 15.1, 15.7, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 16.1, 18.5 and any special condition that is expressed to be an essential term of this Lease. The breach of an essential term is a repudiation of this Lease.

19.4 No Deemed Termination

If the Tenant vacates the Premises, the Council will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as the Council gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is terminated.

20. Insolvency Event

20.1 If:

- 20.1.1 the Tenant is insolvent or admits or is presumed to be so;
- 20.1.2 an application or order is made for the winding up or dissolution of the Tenant, or a resolution is passed, or any steps are taken to pass a resolution for a winding up or dissolution of the Tenant;
- 20.1.3 an administrator, provisional liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the Tenant, or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within fourteen days; or
- 20.1.4 the Tenant enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them,
- 20.1.5 the Tenant is de-registered even if solvent; ASIC commences a strike-off application; or the Tenant ceases to have any directors

then an act of insolvency has occurred, and the Council may then terminate this Lease at any time by giving the Tenant 14 days written notice.



21. Destruction or Damage of Premises

21.1 Reduction in Rent

If the Premises, or any part of the Premises, are destroyed or damaged to the extent that the Tenant cannot use or have access to the Premises (except if the Tenant causes or contributes to the destruction or damage, or the Council's insurer is not legally required to reinstate the Premises because the Tenant caused or contributed to the destruction or damage) then the Council will reduce the Rent and any outgoings by a reasonable amount depending upon the nature and extent of destruction or damage until the Tenant can use or have access to the Premises.

21.2 Reinstatement of Premises

If the Premises or any part of the Premises are destroyed or damaged, the Council may, within 6 months from the date of such damage or destruction, give notice to the Tenant:

- 21.2.1 terminating this Lease, where the Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 21.2.2 that the Council will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

The Council does not have to reinstate the Premises.

21.3 Tenant's Right of Termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to the Council terminating this Lease where the Council does not:

- 21.3.1 give notice to the Tenant pursuant to clause 21.2; or
- 21.3.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Lease, each party is released from all further obligations under this Lease except nothing in this clause releases either party from any breach of this Lease arising prior to the date of termination.

21.4 No Compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from the Council. If however, the damage is at Council's fault then any insurance excess will be compensated.



22. Dispute Resolution

- 22.1** In the event of any dispute between the parties, each party agrees to mediate in good faith for the purpose of resolving the dispute.
- 22.2** In the event that any such dispute is unable to be resolved by mediation, the dispute shall be referred to arbitration before an arbitrator appointed by agreement between the parties or failing agreement an arbitrator nominated by the President for the time being of the Law Institute of Victoria. In any arbitration, each party shall be required to co-operate in the arbitration and do all such acts and things as may be necessary for the effective conduct of the arbitration proceedings.
- 22.3** Each party may be represented by a legal practitioner in the arbitration. The decision of the arbitrator shall be final and binding upon the parties.
- 22.4** Each party shall bear its own costs of any mediation or arbitration. The fees of any mediator or arbitrator shall be borne equally by the parties.

23. General

23.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, email transmission, or hand delivered to:

- 23.1.1 the Tenant at its address or email address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address or email address of the Tenant; and
- 23.1.2 the Council at its address set out in this Lease or any other address notified in writing to the Tenant by the Council.
- 23.1.3 notices sent by email need not be marked for the attention of a specific person. However, the email must state the first and last name of the sender. Notices sent by email are taken to be signed by the named sender and constitute a notice in writing for the purpose of this clause 23.1.

23.2 Time of Service

A notice or other communication is deemed served:

- 23.2.1 if served personally or left at the person's address, upon service;
- 23.2.2 if posted, 2 business days after posted;
- 23.2.3 if served by email:
- (a) when the sender receives an automated message confirming delivery; or
 - (b) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered



whichever happens first; and

23.2.4 received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

23.3 Entire Understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

23.4 Variation of this Lease³⁰

This Lease may only be varied by agreement recorded in a written document headed 'Variation of Lease' or similar and signed or executed by both parties.

23.5 Waiver

If the Council accepts the Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Council's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Council's rights under this Lease.

23.6 Special Conditions

This Lease is subject to the Special Conditions set out in section two of Annexure A. The Special Conditions override any inconsistent provisions in this Lease.

23.7 Standard terms

The twenty three (23) clauses contained in this Part Two constitute Council's standard terms for a community facilities lease. Changes to those clauses noted in section one of Annexure A are deemed to be made to the relevant clauses in this Lease.

23.8 Council's Consent

If Council's consent is required under this Lease, Council may withhold or give its consent in its absolute discretion and, if it gives its consent, it may give its consent subject to such conditions as, in its absolute discretion, it requires.

23.9 Relationship of parties

This Lease does not create any relationship between the parties other than as landlord and tenant in respect of the Lease of the Premises. The Tenant must not hold itself out or allow anyone associated with the Tenant to hold themselves out, as being an agent of Council or being in any other way entitled to make any contract or representation for or on behalf of Council or to bind Council to the performance, variation, release or discharge of any obligation.

³⁰ A renewal of this lease (by the exercise of an option, if any, to extend its term) is not a variation. Similarly, an exercise of an option is on the same terms and conditions. If the parties wish to change any terms and conditions when exercising an option then they must execute a formal variation (which can be done at the same time that the options is exercised).



24. Interpretation

24.1 Governing Law and Jurisdiction

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

24.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

24.3 Joint and Several

If a party consists of more than 1 person, this Lease binds them jointly and each of them severally.

24.4 Legislation

In this Lease, a reference to a statute, determination, standard, guideline, policy or similar document includes regulations under the statute and any consolidations, amendments, re-enactments, replacements or updates of any of them.

24.5 Clauses and Headings

In this Lease:

24.5.1 a reference to a clause, Particulars or Annexure is a reference to a clause, Particulars or Annexure in or to this Lease; and

24.5.2 headings and sub-headings and footnotes are inserted for ease of reference only and do not affect the interpretation of this Lease.

24.6 Severance

In this Lease:

24.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

24.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

24.7 Number and Gender

In this Lease, a reference to:

24.7.1 the singular includes the plural and vice versa; and

24.7.2 a gender includes the other genders.



24.8 Exclusion of Statutory Provisions

The following statutory provisions are excluded from this Lease:

- 24.8.1 Section 144 of the *Property Law Act 1958 (Vic)*; and
- 24.8.2 Division 7 of Part IV of the *Transfer of Land Act 1958 (Vic)*.

24.9 No restriction of Council's powers, duties or discretions

Nothing in this Lease fetters or restricts the powers, duties or discretions of Council in the exercise of its statutory or other functions, powers, duties and authority.

24.10 Council documents relevant to this Lease published on Council's internet website

- 24.10.1 Where this Lease requires the Tenant to comply with a document, policy, procedure or form ("Documents") published on Council's internet website then Council must give written notice to the Tenant of the publishing of the Document and the Document's general intent and effect before the Tenant is bound by that Document.
- 24.10.2 If Council makes any changes to a Documents published pursuant to clause 24.10.1 then those changes only apply to the Tenant once the Tenant is given written notice (including by email) by Council of the change to the relevant Document and the intent and effect of any changes.
- 24.10.3 For clarity, it is not intended by Council that Documents published by Council pursuant to this clause 24.10 will impose additional financial burden on the Tenant or shift liabilities or responsibilities of Council under this Lease to the Tenant. The Documents are intended to be policy and procedural documents forming part of this Lease.

24.11 General

To the extent permitted by law, no rule of interpretation must be applied in the interpretation of this Lease to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Lease.



Annexure A

Section One – Changes to Council’s standard community lease terms

The following standard clauses from Part Two of this Lease are amended as noted below:

Clause	How amended (changes tracked)	Final form of amendment (untracked)



Section Two - Special Conditions

[Insert where premises may be hired to third party]

1. Hire Agreement

1.1 For the purposes of this Special Condition:

Certification means a process of obtaining prior written certification from Council to enter into a Hire Agreement with third parties under the terms of the Lease.

Hire Agreement means a hire agreement between the Tenant and a third party to temporarily use the Premises on the terms and conditions set out in this Lease.

Hire Fee means the fee payable by the third party to the Tenant under the Hire Agreement for the use of the Premises.

Hirer means any third party user pursuant to a Hire Agreement.

1.2 The Tenant may only enter into a Hire Agreement if it has obtained prior Certification from Council and uses its best endeavours to ensure that any Hire Agreement complies with Council's Community Facilities Hire Policy as published on Council's website from time to time and using a form substantially the same or similar to Council's Community Facilities Hire Agreement.

1.3 The Council and the Tenant acknowledge and agree that the Hire Agreement may provide for the Tenant to charge a Hire Fee provided that the Tenant applies the Hire Fee towards maintaining the Premises or promoting its objects in accordance with clause 15.21 of this Lease.

1.4 The Tenant must not grant a Hire Agreement that grants any rights to a third party Hirer which exceeds the rights of the Tenant under this Lease. If there is any inconsistency between the rights and obligations of the parties to the Hire Agreement and the terms of the Lease, the provisions of this Lease prevail to the extent of any inconsistency.

1.5 The Council accepts no responsibility for any third party who enters into a Hire Agreement with the Tenant. The Tenant's Release and Indemnity as set out in clause 13 of the Lease is specifically extended to any Hire Agreement pursuant to this clause. The Tenant acknowledges that it is solely liable for and responsible for:

- (a) the actions or omissions of the Hirer during the term of the Hire Agreement;
- (b) whether the Hirer and/or the purpose of the Hire Agreement is appropriate for the Premises, other users of the Premises (if any) and the surrounding residents

and that any breach of the terms of the Lease by a Hirer constitutes a breach of the Lease by the Tenant.

1.6 This Special Condition is an essential term of this Lease.

[Insert where the Tenant requires access over land owned by council but not forming part of the Premises. Delete if the grant of a licence is not required]



2. Licence

2.1 Definitions

In this Special Condition:

Licensed Area means [Insert description of the licensed area],

2.2 Grant of Licence

The Council grants the Tenant a licence to use the Licensed Area for the Term starting on the Commencement Date:

- 2.2.1 in common with the Council and all persons authorised by the Council;
- 2.2.2 in accordance with the terms and conditions of this Lease, and the terms contained in Special Condition 2.3; and
- 2.2.3 subject to Special Condition 2.4.

2.3 Terms of Licence

The Tenant must:

- 2.3.1 only use the Licensed Area for the purposes of [Insert permitted use of the licensed area (e.g. access to and egress from the Premises)];
- 2.3.2 keep the Licensed Area clean and tidy;
- 2.3.3 not obstruct the Licensed Area;
- 2.3.4 pay or refund to the Council, within 14 days of demand, such proportion as the Council determines in its absolute discretion of:
 - (a) all rates, taxes (including land tax assessed on the basis that the Licensed Area is the only land owned by the Council) and all other charges and levies assessed in connection with the Licensed Area; and
 - (b) all Services used in connection with the Licensed Area (if applicable).

This Special Condition 2.3 is an essential term of this Lease.

2.4 End of Licence

The licence granted to the Tenant pursuant to this Special Condition automatically terminates when this Lease ends.

[Insert where the Tenant will be required to share common areas on the Premises. Delete if are no common areas]



3. Common Areas

- 3.1 In addition to the exclusive use of the Premises, pursuant to the terms of the Lease, the Tenant shall be entitled to the shared use of that area marked **yellow** on the attached plan of the Premises including but not limited to entry foyers, hallways, kitchens, breezeways, bathrooms and toilets for the purpose of use and entry to and exit from the Premises by the Tenant and its invitees ("the Common Areas"). The Tenant shall keep the Common Areas secure at all times and ensure that any of its invitees behave in an appropriate and respectful manner while on the Premises. The Tenant shall comply with the reasonable directions at all times of Council in respect of the Common Areas, particularly in relation to cleaning and keeping such areas clean, tidy and secure.
- 3.2 If the Council and the Tenant have entered into a Memorandum of Understanding ("MOU") in which the parties have agreed on terms addressing the use and access by the Tenant of Common Areas and/or Council's Fixtures prior to the execution of this Lease, the terms of the MOU are incorporated into this Lease as if set out in full in this Lease.

[Insert where this Lease applies to a kindergarten otherwise delete.]

4. Kindergartens

4.1 Definitions

In this Special Condition:

Service Approval means service approval granted by the Department of Education and Training Early Childhood to operate an education and care service under the *Education and Care Services National Law Act 2010* (Vic).

Governance Training means training in the roles and responsibilities of committees of management of early childhood services.

4.2 Capacity of the Premises

The Tenant must accept enrolments and offer class sizes which reflect the full capacity of the Premises. If the Tenant's Service Approval (or other relevant authority relating to the number of places offered at the Premises) allows for a number of places which is less than the full capacity of the Premises, then the Tenant must apply to have the Service Approval (or other authority) amended to allow for a number of places which reflects the full capacity of the Premises.

4.3 Central Enrolment Scheme

4.3.1 The Tenant must be a member of the Maroondah Integrated Kindergartens Association and must nominate a representative who must attend Maroondah Integrated Kindergartens Association meetings.

4.3.2 The Tenant must participate in the central enrolment scheme operated by Maroondah Integrated Kindergartens Association for 3 year old and 4 year old programs.

4.4 Committee of Management

4.4.1 The Tenant must ensure that at all times at least two people holding an executive position on the Tenant's committee of management ("Committee") have



successfully completed Governance Training with the Early Learning Association Australia (ELAA) or other similar organisation as nominated by the Council from time to time:

- (a) within the first six months after their appointment to the Committee; and
- (b) at least once in every two years on an ongoing basis.

4.4.2 At all times during the Term, at least two members of the Committee must hold current Governance Training in accordance with clause 4.4.1 and shall provide evidence of completion of Governance Training to Council at any time upon reasonable request.

[Insert where Council requires the ability to relocate the Tenant to an alternative premises during the term of the Lease. Delete if no relocation of the Tenant is contemplated]

5. Relocation

5.1 Relocation

If the Council wants to redevelop the Land and/or the Premises, subdivide the Land, grant easements or other rights over the Land or carry out any works on the Land and/or the Premises, which the Council cannot adequately carry out due to the Tenant's occupation of the Premises under this Lease, the Council may give written notice to the Tenant:

- 5.1.1 requiring the Tenant to surrender this Lease by executing a deed of surrender in a form prepared by the Council (**Deed**) on a date being not earlier than 6 months after receipt of the notice by the Tenant; and
- 5.1.2 offering the Tenant a new lease of alternative premises on suitable land (**Alternative Premises**) which must, as far as practicable, be suitable for the Community Use.

The Council must also provide to the Tenant at the time of giving the Tenant the notice specified above, reasonable details of the Council's proposal for any redevelopment, works or other use determined by Council.

5.2 Terms of New Lease on the Land

The new lease of the Alternative Premises offered to the Tenant under Special Condition 5.1 must be on the same terms as this Lease except:

- 5.2.1 the term of the new lease will be equal to the remainder of the Term as at the date that this Lease is to be surrendered by the Tenant; and
- 5.2.2 the Alternative Premises will be in a location selected by the Council taking into account any reasonable requirements of the Tenant.

5.3 Surrender of Lease and New Lease

- 5.3.1 If the Council gives the Tenant a notice under Special Condition 5.1, the Tenant must:



- (a) execute and return the Deed to the Council within 30 days of receipt by the Tenant;
- (b) give notice within 30 days of receipt of the notice under Special Condition 3.1 to the Council either accepting or rejecting the offer of a new lease of the Alternative Premises; and
- (c) where the Tenant accepts the new lease of the Alternative Premises, execute and return to the Council the new lease within 30 days of receipt of the new lease by the Tenant.

5.3.2 If the Tenant does not give the Council any notice under Special Condition 5.3.1(b), the Tenant will be deemed to have rejected the offer of the new lease of the Alternative Premises.

5.3.3 If the Tenant gives the Council a notice rejecting the offer of the new lease of the Alternative Premises or is deemed to have rejected such offer under Special Condition 5.3.2, the Tenant must vacate the Premises in accordance with the terms of this Lease and the Deed on the date specified in the notice under Special Condition 5.1.

5.4 **No Compensation**

The Tenant acknowledges that it is not entitled to receive any compensation from the Council where the Council requires the Tenant to surrender this Lease in accordance with this Special Condition and, on and from the date of the surrender of this Lease, (irrespective of whether the Deed is executed by the Tenant), the Tenant releases the Council from all further obligations under this Lease.

5.5 **Limit on Relocation**

The Council must not serve a notice on the Tenant pursuant to Special Condition 5.1 more than once during the Term.

5.6 **Relocation Period**

If requested by the Tenant in the notice given by the Tenant to the Council pursuant to Special Condition 5.1, the Council will provide that the new lease of the Alternative Premises will commence 30 days prior to the expiration of this Lease, during which time the Tenant may complete the relocation of the Tenant's Property, so long as the Tenant has complied with its obligations under this Special Condition.

[Insert where Council requires the ability to terminate the lease as a result of a proposed demolition of the Premises. Delete if no demolition is contemplated]

6. **Demolition**

6.1 **Notice to the Tenant**

The Council may give a notice to the Tenant, which provides for the termination of the Lease on the grounds of a proposed demolition, on a date not being earlier than 6 months after receipt of the notice by the Tenant.



6.2 Surrender of Lease

If the Council gives the Tenant a notice under Special Condition 6.1, the Tenant must execute and return to the Council a deed of surrender of this Lease within 14 days of receipt by the Tenant.

6.3 Compensation

The Tenant acknowledges that it is not entitled to receive any compensation from the Council where the Council requires the Tenant to surrender this Lease in accordance with this Special Condition and, on and from the date of surrender of this Lease (irrespective of whether a deed of surrender of lease is executed by the Tenant), the Tenant releases the Council from all further obligations under this Lease.

[Insert any other Special Conditions to apply in respect of this Lease]



Annexure B

Plan of Premises

[Attach a plan of the Premises. The land leased to the Tenant pursuant to this Lease must be shown hatched on this plan]



Annexure C

Determination



Victoria Government Gazette

No. S 362 Monday 13 October 2014
By Authority of Victorian Government Printer

Retail Leases Act 2003 DETERMINATION UNDER SECTION 5

Premises Not Constituting Retail Premises

I, Russell Northe MP, Minister for Small Business, and Minister responsible for administering the **Retail Leases Act 2003** (the Act), determine under section 5(1)(e) of the Act –

1. The following kinds of leases are leases of premises to which section 4(2)(h) of the Act applies, being premises which are not 'retail premises':
 - (a) A lease of premises under which the rent payable is not greater than \$10,000 per annum and under which the premises are used wholly or predominantly for any one or more of the following purposes –
 - (i) public or municipal purposes;
 - (ii) charitable purposes;
 - (iii) the education and training of persons to be ministers of religion;
 - (iv) as a residence of a practising minister of religion;
 - (v) as a club for or a memorial to persons who served in the First or Second World War or in any other war, hostilities or special assignment referred to in the **Veterans Act 2005**;
 - (vi) the purposes of the Returned Services League of Australia;
 - (vii) the purposes of the Air Force Association (Victoria Division); or
 - (viii) the purposes of the Australian Legion of Ex-Servicemen and Women (Victorian Branch).
 - (b) A lease of premises under which the rent payable is not greater than \$10,000 per annum and under which the premises are used wholly or predominantly by a body or association, whether incorporated or unincorporated –
 - (i) that exists for the purposes of (and which uses the premises for) providing or promoting community, cultural, sporting, recreational or similar facilities or activities or objectives; and
 - (ii) that applies its profits in promoting its objects; and
 - (iii) that prohibits the payment of any dividend or other amount to its members –whether or not the premises are occupied by the tenant, held by the tenant in trust for the occupant or sub-leased by the tenant to another person.
2. The Ministerial Determination dated 22 July 2008 made by the Minister for Small Business and notified in the Victoria Government Gazette No. S209 on Thursday



24 July 2008 (the former Determination) is revoked.

3. The revocation of the former Determination by this Determination does not affect the operation of the former Determination in relation to leases to which the former Determination applied. Accordingly, any leases to which the former Determination applied, that was in force immediately before 31 December 2014, continues to be excluded from the definition of **retail premises** in section 4 of the **Retail Leases Act 2003** until –
- (a) the lease expires or is terminated under the Act; or
 - (b) it is no longer possible, under the terms of the lease, for the tenant to exercise an option to renew the lease.

This Ministerial Determination comes into effect on 1 January 2015.

Dated 6 October 2014

THE HON. RUSSELL
NORTHE MP
Minister for Small Business

SPECIAL

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Annexure D

Pro-forma letter from the Tenant to Council providing notice pursuant to clause 3.2.1

[Date]

[Council officer name and title]
Maroondah City Council
P.O. Box 156
Ringwood Vic 3134

Dear [salutation],

**Lease of [insert premises details] by [insert tenant details] (Tenant)
Notice of desire to exercise the option to renew the lease**

Please accept this letter as formal notice pursuant to clause 3.2.1 of the above lease that the Tenant wishes to exercise the option to renew the lease for a further term of [insert number of years].

To my knowledge the Tenant is not currently in breach of any provision of the lease nor has the Tenant persistently defaulted under the lease. The Tenant also agrees to comply with all reasonable requirements of Council in renewing the lease.

Under the lease I understand the next step is Council will respond in writing to this notice.

I look forward to hearing from you.

Yours sincerely,

[Insert name]

[Insert position held at the Tenant e.g. public officer and the Tenant's name]



Annexure D (continued)

Pro-forma Letter from Council granting the Tenant a new lease for a Further Term pursuant to clause 3.3.2

[Date]

[Tenant officer name and title]

[Tenant name and address]

... Vic 31..

Dear [salutation],

Lease of [insert premises details] by [insert tenant details] (Tenant) Confirmation of the exercise of an option to renew the lease

Council confirms receipt of the Tenant's notice dated [insert date] indicating the Tenant's wishes to exercise the option to renew the lease for a **Further Term** of [insert number of years].

Please accept this letter as formal notice pursuant to clause 3.3.2 of the above lease that Council agrees to the option for a Further Term being exercised. Please sign the enclosed duplicate of this letter and return it to Council. These exchanges of letters constitute the exercise of the option for to extend this lease for the Further Term.

This means the key details of the option term of the lease will be:

1. Commencement date of the **Further Term**: [insert time and date]
2. End date of the **Further Term**: [insert time and date]
3. Rent for each year of the Further Term:
 - a. **Further Term** year one – \$ [insert amount]
 - b. **Further Term** year two – \$ [insert amount]
 - c. **Further Term** year three – \$ [insert amount]
 - d. **Further Term** year four – \$ [insert amount]
 - e. **Further Term** year five – \$ [insert amount]
4. **Additional Further Terms**: [insert, if none write 'nil']

All other terms of the Lease remain as the same terms and conditions for the initial term of the Lease.

Council looks forward to receiving the return of the enclosed duplicate of this letter, executed by [insert name of the Tenant] and to your continued occupation and use of the Premises.

Yours sincerely,

[Insert Council officer name]

[Insert Council officer title]

Then create a duplicate of the letter with the following execution clause for the Tenant at the end –

The Tenant agrees to extend the term of the above Lease of the above Premises for the Further Term on the terms and conditions contained in the letter from Council dated [insert date] of one page of which this is a reformatted duplicate:

.....
Signed for and on behalf of [insert Tenant's name] in accordance with its constitution by –

Issued: Authorised by: **Manager** Leisure Eclip ref: **13/5473**

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pfpc044_211129_014.doc



PRINT name:
Position held:
Date: